



## **City of Melbourne, Florida City Council Agenda**

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

**June 10, 2025, 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 Three through Two 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**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
  - a. Proclamation recognizing the 60th Anniversary of Aging Matters in Brevard.
  - b. Proclamation recognizing the 150th Anniversary of Shriners International.
5. **Approval of Minutes - May 27, 2025 Regular Meeting**
6. **City Manager's Report**
7. **Public Comments**

### **B. UNFINISHED BUSINESS**

8. Discussion on the City's land development permitting process.  
(Requested by Council Member Marcus Smith) (Postponed - 5/13/2025 and 5/27/2025)

9. **Ordinance No. 2025-24, Ordinance No. 2025-25, and Ordinance No. 2025-26, 953 Miller Lane:** (Second Reading/Public Hearing) Ordinances providing for annexation, Comprehensive Plan amendment and zoning designation on 0.50± acres located at the southwest corner of the Miller Lane/Trimble Road intersection, west of Lytton Road and east of Tolley Avenue. (Owner/Applicant - Valter Trinade Da Costa/Dump-Clean LLC) (P&Z Board - 5/1/2025) (First Reading - 5/27/2025)
  - a. **Ordinance No. 2025-24/ANNX2025-0001:** (Second Reading/Public Hearing) An ordinance providing for the annexation of 0.50± acres of real property into the City of Melbourne corporate limits.
  - b. **Ordinance No. 2025-25/MAP2025-0005:** (Second Reading/Public Hearing) An ordinance establishing a Low Density Residential Future Land Use.
  - c. **Ordinance No. 2025-26/MAP2025-0006:** (Second Reading/Public Hearing) An ordinance establishing R-1A (Single-Family Low Density Residential District) zoning.
10. **Ordinance No. 2025-27, Accessory Dwellings in REU Zoning:** (Second Reading/Public Hearing) An ordinance amending City Code, Appendix B, Article V, Section 2(F), Standards for REU; and Article VI, Section 1(A), Accessory Dwellings, to allow certain accessory dwellings in the REU Zoning District. (Applicant - City of Melbourne) (P&Z Board - 5/1/2025) (First Reading - 5/27/2025)
11. **Ordinance No. 2025-28, L3Harris Technologies, Inc.:** (Second Reading/Public Hearing) An ordinance revoking the ten-year ad valorem tax exemption granted under Ordinance No. 2015-44 to L3Harris Technologies, Inc. (First Reading - 5/27/2025)

**C. NEW BUSINESS**

12. Task Order No. CHA 031 to the Continuing Contract for Professional Consulting Services for Potable Water By-Product Disposal Discharge Permit Renewal, CHA Consulting, Inc., Winter Springs, FL - \$51,610.
13. Task Order No. CHA 032 to the Continuing Contract for Professional Consulting Services for Potable Water Hydraulic Model Calibration, CHA Consulting, Inc., Winter Springs, FL - \$77,250.
14. Amendment No. 1 to Task Order No. CHA 026 to the Continuing Contract for Professional Consulting Services for the Lead Service Line Inventory, Project No. 39725, CHA Consulting, Inc., Winter Springs, FL - \$119,100.
15. **CONSENT AGENDA:**

- a. Memorandum of Understanding between the City of Melbourne and the School Board of Brevard County for School Resource Officers for the 2025-2026 school year (July 1, 2025 to June 30, 2026) with the initial placement of six School Resource Officers, with the flexibility to add additional School Resource Officers if staffing allows, at a flat fee of \$74,500 per officer.
  - b. Federal FY 2024-2025 Edward Byrne Memorial JAG Program funds to be designated for the Brevard County Sheriff's Office Prisoner Transportation Program - \$141,391.
  - c. Purchase of Fuel Tank Replacements for the Fire Department, Station Nos. 71 and 75, Project No. 11924, JSR Fueling Technologies LLC, Melbourne, FL - estimated amount of \$119,799.14.
  - d. Contract award for Hydrant and Valve Maintenance, Repair and Flushing Services for the Water Distribution Division, Hydromax USA LLC, Flower Mound, TX.
  - e. Amendment No. 3 to the Continuing Contract for Professional Consulting Services for Water and Wastewater Hydraulic Modeling and Permitting, CHA Consulting, Inc., Winter Springs, FL.
  - f. Second Amendment to increase annual contract pricing by \$19,500 for citywide concrete work for annual as-needed work for the Streets, Parks and Golf Divisions, A. Thomas Const. Inc., Fort Pierce, FL - estimated annual amount of \$360,925 and estimated contract amount of \$1,443,700.
  - g. Contract award for Horizontal Directional Drill Services up to 8" Diameter for the Water Distribution Division, Timeline Group, LLC, Melbourne, FL (Primary), and Concurrent Utility Services, LLC, Rockledge, FL (Secondary) - estimated annual amount \$500,000.
  - h. Fourth Amendment to the Construction Agreement for traffic signal repair for emergency work, Traffic Control Devices, LLC, Altamonte Springs, FL.
  - i. Custody Agreement with U.S. Bank National Association, Minneapolis, MN - estimated annual spend of \$19,870.
16. **ITEMS REMOVED FROM THE CONSENT AGENDA**
17. Purchase of 15 Stryker LIFEPAK 35 Cardiac Monitors with ProCare maintenance plan for the Fire Department, Stryker Emergency Care, Redmond, WA - \$1,034,658.30.

18. **Ordinance No. 2025-29** (First Reading) An ordinance amending the duties and composition of the Beautification and Energy Efficiency Board.
19. Revisions to the Citizen Participation Plan as required by the Community Development Block Grant (CDBG) Program.
20. Community Development Block Grant (CDBG) Program FY 2025-2026 Funding and Annual Action Plan.
21. HOME Investment Partnership Program
  - a. FY 2025-2026 Home Investment Partnership Program (HOME) Funding and Annual Action Plan
  - b. Substantial Amendment to the FY 2022-2023 HOME Annual Action Plan for reallocation of \$175,538 to Rental Development.
22. Funding Agreement between the City of Melbourne and the Melbourne Housing Authority for \$90,857.58 for the development of affordable housing in partnership with FBC Affordable.
23. **Resolution No. 4357:** A resolution to revise the effective date of development fees for Code Compliance, Engineering and Community Development.
24. City of Melbourne FY 2025-2026 budget development process.
25. Board Appointments
  - a. Historic and Architectural Review Board
  - b. Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee

**D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS**

**E. ADJOURNMENT**

Mayor Paul Alfrey, Vice Mayor David Neuman and Council Member Mark LaRusso, 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, Mimi Hanley, Julie Kennedy and Mark LaRusso (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.

**City of Melbourne, Florida**  
**Minutes – Regular Meeting Before City Council**  
**May 27, 2025**

A regular meeting of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 6:34 p.m. by Vice Mayor David Neuman.

**A. OPENING**

1. The invocation was given by Vice Mayor Neuman.
2. Pledge of Allegiance
3. Roll Call

Present:

|                 |                            |
|-----------------|----------------------------|
| David Neuman    | Vice Mayor, District 3     |
| Marcus Smith    | Council Member, District 1 |
| Mark LaRusso    | Council Member, District 2 |
| Rachael Bassett | Council Member, District 4 |
| Mimi Hanley     | Council Member, District 5 |
| Jenni Lamb      | City Manager               |
| Adam Conley     | City Attorney              |
| Kevin McKeown   | City Clerk                 |
| Justice Stevens | Assistant City Clerk       |

Absent:

|               |                            |
|---------------|----------------------------|
| Paul Alfrey   | Mayor                      |
| Julie Kennedy | Council Member, District 6 |

4. Proclamations and Presentations

Employees who reached a milestone of service during the month of May 2025 were invited to the Council meeting to accept their service pin and gift card. Kevin Palmeri, Police Department (30 years) attended the meeting and was recognized by the Mayor and City Council and City Manager.

5. Approval of Minutes – May 13, 2025 Regular Meeting

Moved by Smith/LaRusso for approval. Motion carried unanimously.

6. City Manager's Report

City Manager Jenni Lamb reported that at the May 13, 2025 Council meeting, Council Member Mark LaRusso received consensus to work with staff to resolve

an infill sidewalk construction issue on Creighton Street. After considering the particulars of this single-family residential lot, staff will allow the project to pay into the sidewalk trust fund in lieu of building the sidewalk. This decision was made with the intent for staff to bring a code revision for Council consideration at a future meeting. The code revision will more clearly define the criteria for which a single-family project is allowed to make payment into the trust fund in lieu of constructing the sidewalk.

7. Public Comments

Brent Wohlenberg, Fellsmere, discussed the health of the Indian River Lagoon and the impact of septic systems on the lagoon.

Ed Aubrey, 953 Paddleboard Court, discussed issues between the city and the builder of Elbow Creek subdivision and the impact they are having on residents of that community.

City Attorney Adam Conley stated that there is an active Code Enforcement case and that the Code Enforcement Board will be discussing this issue further at tomorrow night's board meeting.

Sandra Pekar, 4330 Alamanda Key Drive, referenced the Mayfair development project as well as the potential for a pedestrian bridge over Crane Creek.

At this point in the agenda, Vice Mayor Neuman recommended that Council move to Item 20 on the agenda.

Moved by Bassett/Hanley to move to Item 20 on the agenda. Motion carried unanimously.

**B. UNFINISHED BUSINESS**

8. **Ordinance No. 2025-22:** (Second Reading/Public Hearing) An ordinance approving and authorizing execution of the non-exclusive franchise agreement for natural gas; granting a non-exclusive franchise for natural gas to Pivotal Utility Holdings, Inc., operating as Florida City Gas. (First Reading - 5/13/2025)

Attorney Conley read the ordinance by its title. The Vice Mayor opened the public hearing. There were no comments from the audience.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-22. The roll call vote was:

Aye: LaRusso, Bassett, Hanley, Smith and Neuman

Motion carried unanimously.

9. **Ordinance No. 2025-23 (AV2024-0011):** (Second Reading/Public Hearing) An ordinance provisionally vacating a portion of the canal right-of-way at 833 Brookside Drive and 2405 Brookside Way. (First Reading - 5/13/2025)

Attorney Conley read the ordinance by its title. There were no disclosures by Council and no comments during the public hearing.

Moved by LaRusso/Bassett for approval of Ordinance No. 2025-23. The roll call vote was:

Aye: LaRusso, Bassett, Hanley, Smith and Neuman

Motion carried unanimously.

10. Discussion on the City's land development permitting process. (Requested by Council Member Marcus Smith) (Postponed - 5/13/2025)

Moved by Smith/Bassett to postpone this item to the June 10, 2025 meeting.  
Motion carried unanimously.

### **C. NEW BUSINESS**

11. Task Order No. CHA 030 to the Continuing Contract for Professional Water and Wastewater Hydraulic Modeling and Permitting Consulting Services for the Lift Station No. 63 Sewer Force Main Replacement Construction Administration Services, Project No. 32321, CHA Consulting, Inc., Winter Springs, FL - \$69,256.

Public Works and Utilities Director Jennifer Spagnoli reported that the Consultant (CHA Consulting, Inc.) under previous task orders prepared the design for Lift Station No. 63 (LS 63) Force Main Replacement and is currently obtaining permits. The project will be bid after the permits have been obtained. Previous task orders included surveying, design, permitting, and bidding services for LS 63 Force Main Replacement. This task order includes construction administration services for the project. CHA's Continuing Contract expires in June 2025 and bidding will start in July. The scope of work includes construction administration services for the LS 63 Force Main Replacement.

Moved by Bassett/Smith for approval of Task Order No. CHA 030 to CHA Consulting, Inc., Winter Springs, FL for LS 63 Sewer Force Main Replacement Construction Administration Services, Project No. 32321, in the amount of a lump sum fee of \$69,256. Motion carried unanimously.

12. Stone Magnet Middle School Safe Routes to School (SRTS) Sidewalk Improvements, Project No. 85422.

- a. **Resolution No. 4351:** A resolution for the approval of a Local Agency Program Supplemental Agreement No. 1 with the Florida Department of

Transportation for the Stone Magnet Middle School SRTS Sidewalk Improvements project and authorization for the City Manager to execute the agreement.

- b. **Resolution No. 4352:** A resolution implementing budget adjustment recommendations to the Stone Magnet Middle School SRTS Sidewalk Improvements project.

Assistant City Engineer Tami Gillen reported that on November 26, 2024, the city adopted Resolution No. 4311 for the approval of a LAP agreement with FDOT, allocating \$1,023,610 of federal funds to the project. On April 22, 2025, Council approved a construction contract award to W.T. Comp, Inc. of Casselberry, FL for \$857,861.69. At that meeting, staff noted a modification to the LAP agreement would be forthcoming to reduce the amount of federal funding to equal the contract award amount. The proposed resolution authorizes approval of Supplemental Agreement No. 1 to the LAP agreement and provides for authorization for the City Manager to execute the agreement.

Moved by Hanley/Bassett for approval of Resolution No. 4351. Motion carried unanimously.

Moved by LaRusso/Smith for approval of Resolution No. 4352. Motion carried unanimously.

13. Norfolk Parkway Western Extension, Project No. 14020.

- a. **Resolution No. 4353:** A resolution for the approval of a Local Agency Program Supplemental Agreement No. 1 with the Florida Department of Transportation for an Alternative Corridor Evaluation of the Norfolk Parkway Western Extension Project, substantially in the form as presented and authorization for the City Manager to execute the agreement.
- b. **Resolution No. 4354:** A resolution implementing budget adjustment recommendations for an Alternative Corridor Evaluation of the Norfolk Parkway Western Extension, Project No. 14020.
- c. Contract award for an Alternative Corridor Evaluation of the Norfolk Parkway Western Extension, Project No. 14020 to the Scalar Consulting Group, LLC, West Palm Beach, FL - \$748,246.75.

Ms. Gillen reported that the objective of the Alternative Corridor Evaluation (ACE) study is to identify the “purpose and need” for a new roadway alignment that will extend from the current terminus of the Norfolk Parkway to some undetermined location along the St John’s Heritage Parkway, a distance of approximately 2.3 miles. This high-level study will provide a preferred alternative that can be used

for the next phase of the project, which is the Project Development and Environmental (PD&E) phase. The ACE will document general environmental constraints and provide public outreach and coordination with the various agencies and stakeholders surrounding the project. Currently, the PD&E, right of way, design and construction phases remain unfunded; however, the ACE study is currently a required preliminary step in order to be considered for certain sources of federal grant funding.

On November 12, 2024, City Council authorized staff to negotiate a professional engineering services contract with Scalar Consulting Group, LLC for the Norfolk Parkway Western Extension - Alternative Corridor Evaluation study. The Florida Department of Transportation (FDOT) has reviewed the City's procurement and negotiation process and supports the City's recommendation to award the contract to the Scalar Consultant Group, LLC.

The city negotiated a final contract in the amount of \$748,246.75 with the Scalar Consulting Group. Since the contract value is lower than the budgeted amount, a Local Agency Program (LAP) Supplemental Agreement No. 1 is necessary to reflect the award amount.

In addition, \$750,000 in estimated FDOT funding was appropriated in the FY2025 adopted budget. A budget resolution is now required to reduce the appropriation by \$1,786.25 to equal the approved amount.

Council Member Marcus Smith asked about the overall benefit of extending Norfolk Parkway. Additionally, he asked how long it would take to complete the study. Ms. Gillen stated that there is a lot of potential on the undeveloped land in this area. The city wants to be prepared for the future growth and determine where an alignment would be most beneficial. Regarding the length of the study, Ms. Gillen stated that FDOT will take approximately 12-18 months.

Moved by Hanley/Bassett for approval of Resolution No. 4353. Motion carried unanimously.

Moved by Hanley/Bassett for approval of Resolution No. 4354. Motion carried unanimously.

Moved by Hanley/Bassett for approval of a contract award to the Scalar Consulting Group, LLC, West Palm Beach, FL for professional engineering services for an Alternative Corridor Evaluation of the Norfolk Parkway Western Extension, Project No. 14020, in the amount of \$748,246.75. Motion carried unanimously.

14. West Drive Industrial Warehouse Sewer Main Upgrade, Project No. 32525.

- a. Creation of the West Drive Industrial Warehouse Sewer Main Upgrades project for the FY25 Capital Improvement Project Budget and a budget transfer of \$101,465.60 from Water & Sewer Unappropriated Budget Savings, Project No. 30099.
- b. Utility Upgrade Agreement with West Drive Auto, LLC in the amount of \$101,465.60.

Assistant City Engineer Dani Straub reported as part of the City of Melbourne Engineering Department's planning efforts, staff review current development projects to ensure that improvements in the right-of-way are consistent with the long-term development needs. The developer, West Drive Auto, LLC, was required to install a gravity sewer within the West Drive right-of-way to serve the project. As originally designed, the proposed gravity sewer installation was not consistent with the future development needs of West Drive. Staff identified an opportunity to partner with the developer and requested that the sewer main extension be installed at a greater depth than was originally proposed to solely serve the project to allow for the future continuation of the sewer along West Drive to serve new customers and prevent costly relocation at a future date. This agreement reimburses the developer for the difference in the cost between installing the gravity sewer at 6-feet deep versus 12-feet deep.

Moved by Hanley/LaRusso for approval of the Creation of the West Drive Industrial Warehouse Sewer Main Upgrades project (Project No. 32525) and a budget transfer of \$101,465.60 from Water & Sewer Projects Unappropriated Budget Savings (Project No. 30099). Motion carried unanimously.

Moved by Hanley/Bassett for approval of the Utility Upgrade Agreement with West Drive Auto, LLC and authorization for the City Manager to execute the agreement as substantially in the form as in the agenda package. Motion carried unanimously.

#### 15. CONSENT AGENDA:

- a. Purchase of liquid carbon dioxide for the Water Production Division, Matheson Tri-Gas, Inc., Irving, TX - estimated annual cost \$358,560, estimated total cost of contract \$1,075,680.
- b. Emergency Vehicle Pre-emption License Agreement between the City of Melbourne and the Florida Department of Transportation and authorization for the City Manager to execute the agreement.
- c. License Agreement for a temporary staging area at Ballard Park, 924 Thomas Barbour Drive, between the City of Melbourne and EMC Divers, Inc. and authorization for the City Manager to execute the agreement.

Moved by LaRusso/Bassett for approval of the consent agenda. Motion carried unanimously.

16. ITEMS REMOVED FROM THE CONSENT AGENDA

17. **Ordinance No. 2025-24, Ordinance No. 2025-25, and Ordinance No. 2025-26, 953 Miller Lane:** (First Reading/Public Hearing) Ordinances providing for annexation, Comprehensive Plan amendment and zoning designation on 0.50± acres located at the southwest corner of the Miller Lane/Trimble Road intersection, west of Lytton Road and east of Tolley Avenue. (Owner/Applicant - Valter Trinade Da Costa/Dump-Clean LLC) (P&Z Board - 5/1/2025)

- a. **Ordinance No. 2025-24/ANNX2025-0001:** (First Reading/Public Hearing)  
An ordinance providing for the annexation of 0.50± acres of real property into the City of Melbourne corporate limits.
- b. **Ordinance No. 2025-25/MAP2025-0005:** (First Reading/Public Hearing)  
An ordinance establishing a Low Density Residential Future Land Use.
- c. **Ordinance No. 2025-26/MAP2025-0006:** (First Reading/Public Hearing)  
An ordinance establishing R-1A (Single-Family Low Density Residential District) zoning.

Attorney Conley read the ordinances by their titles. Community Development Director Cindy Dittmer stated the property owner has requested to be annexed into the City of Melbourne and has submitted a voluntary annexation petition in order to connect to the city's water system. City Code requires property owners that are contiguous to the city's municipal boundary to voluntarily annex into the city in order to receive a connection to Melbourne's water or sewer systems.

The property currently has a single-family residential home and is one-half acre in size. The requested Low Density Residential Future Land Use (maximum density of 6 units per acre) is an appropriate designation for the subject property since it is the city's functional equivalent to the existing county designation of RES-6. The lot dimensions meet the minimum lot size requirements for the requested City R-1A zoning (7,500 square feet).

On May 1, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the requests.

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

Carlos Reis, 531 Palmetto Drive, was available for questions.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-24, based upon

the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-25, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-26, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

18. **Ordinance No. 2025-27, Accessory Dwellings in REU Zoning:** (First Reading/Public Hearing) An ordinance amending City Code, Appendix B, Article V, Section 2(F), Standards for REU; and Article VI, Section 1(A), Accessory Dwellings, to allow certain accessory dwellings in the REU Zoning District. (Applicant - City of Melbourne) (P&Z Board - 5/1/2025)

Attorney Conley read the ordinance by its title. Mrs. Dittmer reported that earlier this year, City Council adopted an ordinance to allow a mobile home as a permitted accessory dwelling unit in the AEU zoning, subject to the use standards for accessory dwellings located in Appendix B, Article VI, Section 1(A) (Ordinance No. 2025-05).

At the April 8, 2025 City Council meeting, staff was directed to draft changes to allow a mobile home as an accessory dwelling unit in the REU zoning, as a way to resolve recent conflicts between rural residential property owners on a rezoning request to allow for the permanent accessory use of a mobile home on a 3.6±-acre property.

The proposed ordinance would make the same allowance within the REU zoning district, including a minimum acreage requirement of at least 2.5 acres (which is the same as the minimum lot size permitted within the AEU zoning). Within the use standards for accessory dwellings, staff has added language to increase the setbacks for the installation of any accessory mobile home to all property lines, utilizing the same setback requirements recently adopted for the AEU zoning.

On May 1, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the proposed ordinance.

Mr. Neuman asked if any of the residents in the surrounding area attended the Planning and Zoning Board meeting. Mrs. Dittmer noted that they did not speak at the Planning and Zoning Board meeting.

Mrs. Lamb reported that Council Member Kennedy hosted a neighborhood meeting with these residents. She stated that the residents support keeping the REU zoning but adding the allowance of mobile homes.

Mr. LaRusso asked if the applicant will have to move his auxiliary building with these new changes. Mrs. Dittmer responded no due to its location. She also noted that the applicant will be able to build their single-family home while keeping this accessory dwelling unit on the property while maintaining these new standards.

Mr. Smith asked how the issue of the animals was rectified. Mrs. Dittmer shared that the Community Development Department did notice that some refinement will need to be done to the animal permit section of code. She also noted that due to this, the department is working on an ordinance that will help define the types of animals permitted in the REU and AEU zoning districts.

Mr. Smith then asked what some of the main differences between REU and AEU. Mrs. Dittmer stated that REU is a minimum of 1-acre of property and the AEU is a minimum of 2.5-acres. There is also a difference in the agricultural of the AEU zoning that you do not get in REU. REU does not allow any commercial farming, however, if the property is large enough, an AEU zoned property could.

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

Moved by Bassett/Smith for approval of Ordinance No. 2025-27, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

19. **Ordinance No. 2025-28, L3Harris Technologies, Inc.:** (First Reading) An ordinance revoking the ten-year ad valorem tax exemption granted under Ordinance No. 2015-44 to L3Harris Technologies, Inc.

Attorney Conley read the ordinance by its title. Mrs. Dittmer reported that businesses that receive a property tax exemption through the City of Melbourne Ad Valorem Tax Exemption (AVT) Program are required to file an annual report with the city. In turn, annual reports from the businesses are evaluated to determine if the companies remain eligible for the exemption under Chapter 196, Florida Statutes and Chapter 54, Melbourne City Code. The evaluation is a review of the company's statutory status in meeting the definition of a new business or an expansion of an existing business and examines if a company is fulfilling the representations made within their application for the exemption period. Primarily, a business is evaluated based upon new employment, average wages, and capital investment in relation to those commitment levels contained in the original application. The 2024 AVT Program report is included as part of this agenda item.

While L3Harris Technologies has satisfactorily complied with their capital investment, job creation, and wage commitments, the new capital investment was not recognized for tax assessment or eligible for tax exemption. The Brevard

County Property Appraiser indicated that the capital investments in real property improvements made by L3 Harris are categorized as refurbishment/redecorating, and the new tangible personal property is leased equipment. As such, neither real property nor tangible personal property investments are recognized for tax purposes. However, Ordinance No. 2015-44 approving the exemption, remains active because the exemption never started. An exemption starts the first year the new capital improvements are recognized on the tax roll.

L3Harris has never received an exemption from the City of Melbourne for their capital investments, but they continued to file annual reports between 2016 and 2025. In 2025, they requested that the city terminate the exemption, so they would no longer need to file the report with the city.

Moved by LaRusso/Bassett for approval of Ordinance No. 2025-28. Motion carried unanimously.

20. **Resolution No. 4355:** A resolution to rename Triangle Park to Paul Gougelman Park.

Mr. LaRusso recognized Mr. Gougelman's wife in the audience and Council's decision at a previous meeting to rename Triangle Park in honor of the late Mr. Gougelman. He noted that a private ceremony will be planned for a later date and spoke on Mr. Gougelman's impact on him personally and on the community.

Moved by LaRusso/Neuman for approval of Resolution No. 4355. Motion carried unanimously.

At this point, Council returned to the normal order of the agenda, starting with Item 8.

21. **Resolution No. 4356:** A resolution amending the development review fees for the Code Compliance Division, Engineering Department, and Community Development Department related to development fees charged for development review.

Mrs. Dittmer reported that City Code authorizes the Code Compliance Division, Engineering Department and the Community Development Department to charge fees for development and building permits per Chapter 2 and Appendix D, Chapter 13. Engineers, architects, contractors, developers, and property owners pay these user fees to the city for a range of development-related services. The user fees provide some relief to the taxpayers from the burden of paying for discretionary services they do not use.

In 2019, in conjunction with the implementation of the online permitting system Energov, development fees were raised to cover additional operational and staff costs. At that time, a \$10.00 Technology Fee was also introduced on building

permits to help fund the new software and IT support. The approved resolution also required review of these fees every five years to ensure cost recovery.

In 2024, city staff internally reviewed development fees in conjunction with the time spent on development review which has grown since 2019. The review considered rising operational and staffing costs over the past six years. With a 21% increase in the consumer price index from 2019 to 2024, and an additional year since that data point, a 25% across-the-board increase in development fees is proposed.

In addition to the proposed overall increase, several new fees are proposed for Engineering and Community Development to capture staff time expended in additional meetings directly tied to development applications (pre-application meeting, comment review meeting and 4th plan review fee). A new building permit fee of \$25.00 for the review of permits by Engineering and Community Development, is also proposed in the resolution. This new fee will be utilized to fund one new staff position to specifically review building permits for compliance with Land Development regulations. Currently, the equivalent of two full-time positions is utilized between the two departments to accommodate review of building permits. With the increased costs for software and staffing, the Technology fee is also proposed to increase by \$5.00 to \$15.00 per building permit.

The proposed resolution lays forth a new, comprehensive schedule for all development and building permit fees and repeals all existing resolutions pertaining to these fees. The resolution also calls for a review of these costs at least every five years, with the proposed new fees taking effect on July 1, 2025.

On May 12, 2025, the Affordable Housing Advisory Committee examined the proposed increases in development fees. The committee unanimously recommended that the increased development fees be approved after discussing the need of the increases and the general development review procedure. The committee was aware that the cost of developing affordable homes would be somewhat impacted and the necessity of the city's need to cover increased costs.

Following a brief discussion on the need for the increase in fees and the city's fee schedule in relation to other cities, Vice Mayor Neuman expressed a desire to revise Section 3 of the resolution from reviewing the fees every five years to every two years. He stated that with the Florida Legislature focusing on property taxes, it would be best to be proactive and prepare for any impact on how legislation regarding property taxes would affect the city in terms of these development fees. Therefore, Vice Mayor Neuman asked Council to consider his proposed revision.

Moved by LaRusso/Bassett for approval of Resolution No. 4356, as amended by

Vice Mayor Neuman. Motion carried unanimously.

22. Appointment of fifth member to the Firefighters' Pension Plan Board of Trustees.

Moved by Hanley/Neuman to confirm the reappointment of Timothy Olsen, Sr. as the fifth member. Motion carried unanimously. (Term: June 10, 2025 through June 9, 2029 – four-year term.)

**D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS**

Council Member Rachael Bassett proposed that the City Council vote to rename Atlantic Park Drive to Joseph Pellicano Boulevard (the road behind the Joseph Pellicano Law Enforcement Center between Dr. Martin Luther King, Jr. Boulevard and Babcock Street).

Moved by Bassett/LaRusso to initiate the renaming of Atlantic Park Boulevard to Joseph Pellicano Boulevard. Motion carried unanimously.

Ms. Hanley asked once again about the status of a retail strategy analysis for Downtown Melbourne; the idea of underground utilities; and her desire to see Engineering staff travel to Babcock Ranch. She also discussed the streetlights that are out on the Eau Gallie Causeway and Aetna's lack of a minute clinic in the area.

Mr. Smith stated that he attended the Stone Magnet Middle School anniversary celebration and discussed events that have taken place at the American Legion Post 191. Further, Mr. Smith asked for Council to consider a discussion item for the next agenda to discuss his 10-point safety plan for the city's two downtown areas.

Mr. LaRusso expressed his desire to see this topic reviewed with the CRA Advisory Committees of each downtown area before being considered by the City Council. Vice Mayor Neuman asked that Mr. Smith's plan be provided to the City Council via a one-way communication so that there is time for Council to digest the information.

In closing, Mr. Smith also presented a memorandum he prepared regarding the use of the county's property near Sarno Road and his proposed ideas for an allowance of a temporary use extension and feasibility study authorization.

Ms. Hanley stated that city staff have already set up a meeting with the county on May 29 to discuss this property and since it is currently owned by the county, it is up to the county to determine how the property should be used in the future.

Vice Mayor Neuman stated that city staff should have more information in the coming weeks after meetings and talks with the county continue. He asked that Mr. Smith hold onto this document so that when those discussions return to City Council, it can be used as a starting point.

Discussion continued.

Mr. LaRusso commended the Melbourne Police Department and its staff for its response to the situation at the new beachside Aldi.

Vice Mayor Neuman thanked the Police Chief for the Police Department's work in Downtown Melbourne since the recent shooting. Additionally, he stated that on Memorial Day, he visited the Liberty Bell Museum and the adjacent military park. He stated his intentions to reach out and build a grassroots movement to bring some new life to that park.

City Attorney Adam Conley introduced his new Deputy City Attorney, Richard Broome, whose first day was today.

#### **E. ADJOURNMENT**

The meeting adjourned at 8:45 p.m.

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City Clerk – June 2, 2025

Approved by Council:

## **Memorandum**

**To:** Mayor and Council  
**From:** Jenni Lamb, City Manager  
**Date:** June 5, 2025  
**Subject:** City Manager's Report – Meeting of June 10, 2025

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### **Updates:**

Staff met with the Melbourne Hospitality Holdings development team on June 3 regarding the public private partnership project for the new Eau Gallie Hotel and joint parking garage. Staff and the development team reviewed several of the major terms of the future development agreement and have several detailed items that will be further discussed over the next week. These efforts are in preparation to bring a conceptual project item to City Council for consideration on July 8.

At the May 13, 2025 Council meeting, City Council unanimously approved a motion to direct staff to begin six separate tasks related to acquisition of the Brevard County property (Parcel 27-36-24-00-801) for a fairgrounds and fire training facility. Staff has been diligently working on these tasks and will provide an update under separate cover.

### **Retirements:**

Karen Cauffman, Laboratory Technician, on May 30, 2025, after 8 years of service.

Monte Rann, Fire Lieutenant, on June 1, 2025, after 25 years of service.

Michael Meredith, Utility Line Locator, on June 25, 2025, after 19 years of service.

### **Upcoming Events:**

The May Police Community Relations Council meeting will be held on Thursday, June 12th, at 7:00 p.m. at Joseph N. Davis Community Center.



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                       |
|--------------------------------------------|-----------------------|
| Department:                                | City Manager's Office |
| Presenter:                                 | Marcus Smith          |
| Council District:                          | N/A                   |
| Reading Number:                            | N/A                   |
| Quasi-judicial Item (Disclosure Required): | No                    |
| Public Hearing:                            | No                    |
| Item Number:                               | B.8.                  |

**Subject:**

Discussion on the City's land development permitting process.

**Background/Consideration:**

At the April 8, 2025 Council meeting, Council Member Marcus Smith requested to have a discussion item regarding the development review process.

Attached are staff memorandums from the Code Compliance Division, Community Development, and Engineering Departments regarding their respective plan review processes. The review process for each department/division is similar and in most instances the City's EnerGov permitting software platform is used. The Code Compliance Division has developed and published a series of instructional videos to guide applicants through the digital application process. These resources are available on the City's website at: <https://www.melbourneflorida.org/Government/Departments/Code-Compliance-Division/Building-Section/EnerGov-Instructional-Videos>. Community Development and Engineering are working on instructional videos specific to their review processes. For those needing further assistance, in-person support is offered at all three department/divisions. In Code Compliance, a computer workstation is available at the front counter for applicants to access the EnerGov platform and receive help from staff as needed.

In addition to outlining the types of permits reviewed and the process, each memo addresses frequent challenges for staff to provide timely reviews. In summary, each department is experiencing many projects where the first submittal lacks basic submittal requirements and adequate quality control measures. Examples of lacking information include required details and site information including technical and dimensional details. Sometimes the plans even include site data or technical specifications that are not related to the project or are from other jurisdictions. Community Development and Engineering have implemented a policy that if the plans are severely inadequate, incomplete, or incorrect then the first review will be rejected and considered substantially non-compliant.

Another area that causes delays is that often previous comments are not addressed and then have to be repeated in subsequent reviews. It has also been noted that site development in the City is more frequently occurring on constrained sites and/or applicants are identifying themselves as unique in nature and this causes additional time and consideration to review exceptions and to make special determinations.



The Code Compliance Division is having issues with private providers contributing to project delays at the closeout stage as critical steps outside the Florida Building Code are often missed.

Both Community Development and Engineering are experiencing a high volume of information requests by both residents and development teams, with many requests taking a substantial amount of staff time to research and provide accurate responses. The increase in both the ease of communication and ready access to electronic communications has drastically increased the number of communications that are received by City staff regarding development concerns, complaints, code enforcement requests, right-of-way questions, property research and other items regardless of their veracity. Staff levels in the Community Development and Engineering Departments have not substantially changed in the past twenty-five years; however, responsibilities, regulatory requirements for development, complexity of development, and statutory obligations have increased or shifted substantially during this timeframe and are expected to continue to do so based upon recent actions by the Florida Legislature and permit conditions from other state and federal agencies. Population alone has increased from roughly 71,000 to 88,000 residents, approximately 24%, during this timeframe.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Council discussion.

## Memorandum

**To:** Jenni Lamb, City Manager  
**From:** Steve Innes, Building Official  
**Re:** **Code Compliance Plan Review Process & Timelines**  
**Date:** **May 7, 2025**

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### Code Compliance Permit Application Review Process

- Permit Application Submission – Permit applications are submitted online via the EnerGov permitting software platform  
[https://energovweb23.mlbfl.org/energov\\_prod/selfservice/#/home](https://energovweb23.mlbfl.org/energov_prod/selfservice/#/home)
- Initial Intake Review – Intake personnel review the submitted application to ensure all required documents, licensure, and prerequisites are in place. Applications that meet the requirements are typically approved for processing within one business day. If application does not meet the necessary requirements (no plans, vague work description, duplicate permit application, etc.) the application is placed in an On Hold status and the applicant of record or contractor is reached out to via email or phone for clarification depending on the situation.
- Review Coordination -The Review Coordinator evaluates the submitted documents to determine which departments and personnel need to participate in the review process. Appropriate assignments are made, typically on the same day the application is submitted or by the following morning.
- Plan Review Timeline
  - o Residential Projects: Plans examiners have up to 5 business days to complete their review.
  - o Commercial Projects: Plans examiners have up to 10 business days to complete their review.
    - These time frames serve as internal guidelines, and most reviews are completed within a few days of submission.
- Interdepartmental Review – Upon initiation of the plan review, the application is simultaneously routed to relevant departments including Engineering, Community Development, and Fire, in addition to the core reviews for electrical, plumbing, mechanical, and building.

- Review Completion – Once all departmental reviews are finalized, the application is reassigned to the Review Coordinator.
  - o Review Approved: The review process is considered complete. Intake staff will generate an invoice for the permit.
  - o If Not Approved: The review is marked as requiring resubmittal. The Review Coordinator will close the current review session, and the applicant will be notified to submit revised plans addressing the noted deficiencies.
- Permit Issuance – After the invoice has been paid in full, the permit is officially issued.

### **Recurring Findings in Building Permit/Plan Review Processes**

All permit applications are now submitted digitally through the City's EnerGov software platform. The transition from paper-based submissions to a fully digital system has required adjustments to established contractor and applicant workflows. Unlike the previous process, where paper applications could be dropped off in person, the digital format places greater responsibility on applicants to ensure complete and accurate submissions. To support this transition, the Building Department has developed and published a series of instructional videos to guide applicants through the digital application process. These resources are available on the City's website at: <https://www.melbourneflorida.org/Government/Departments/Code-Compliance-Division/Building-Section/EnerGov-Instructional-Videos>

Prior to the creation of these video resources, the department distributed printed and emailed step-by-step instructions. These efforts continue to evolve as part of our commitment to providing accessible support and improving the overall application experience. Additional resources, including a comprehensive **Frequently Asked Questions (FAQ)** section, are also available to assist with permit application questions: <https://www.melbourneflorida.org/Government/Departments/Code-Compliance-Division/Building-Section/Frequently-Asked-Questions>

For those needing further assistance, in-person support is offered at the Building Department. A computer workstation is available at the front counter for applicants to access the EnerGov platform and receive help from staff as needed.

Some of the reasons that building permit reviews are taking longer to be reviewed or requiring multiple re-submittals are as follows:

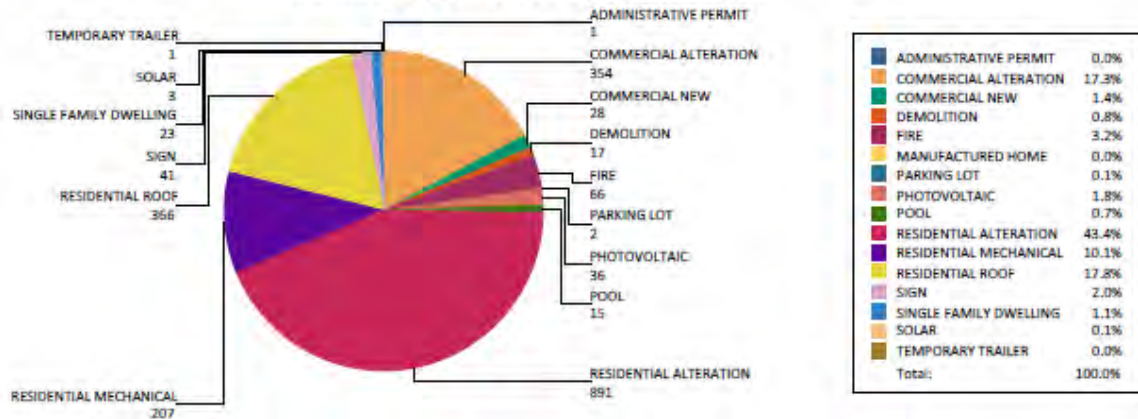
- Generally, the 1<sup>st</sup> review of a permit application does not contain 100% of the basic permit type requirements.
- Submittals often lack required Florida Building Code details and necessary site information for a complete review.
- Comments made by staff are often not addressed and have to be repeated in subsequent reviews and re-reviewed again.

- When a larger number of review comments are generated will typically result in a higher number of submittals, as many more plans are exceeding 3 reviews, with some reaching a 6<sup>th</sup> or 7<sup>th</sup> review.
- The City allows permit applications and construction plans to be submitted concurrently, which can delay permit issuance when unresolved site engineering issues arise. In many other jurisdictions, plans must be approved by all other departments prior to applying for a permit, helping to avoid such delays.
- The growing use of Private Providers (PPI) has contributed to project delays at the closeout stage. Because City inspectors are not on site, critical steps outside the Florida Building Code—such as impact fees, final documents, departmental approvals, and administrative permits—are often missed. These oversights prevent the issuance of Certificates of Occupancy (COs), and contractors are frequently caught off guard despite these requirements being clearly outlined in the permit workflow.

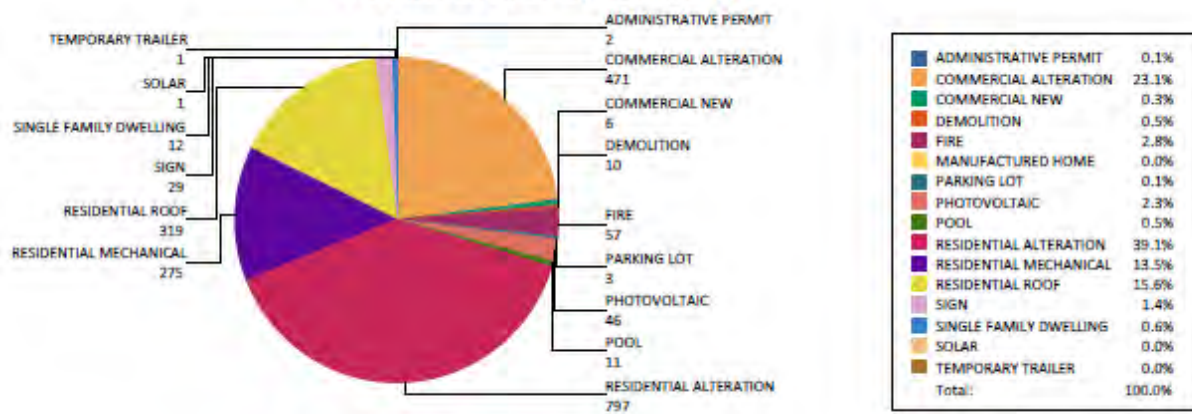
## Key Performance Indicators (01/01/2025 to 03/31/2025)

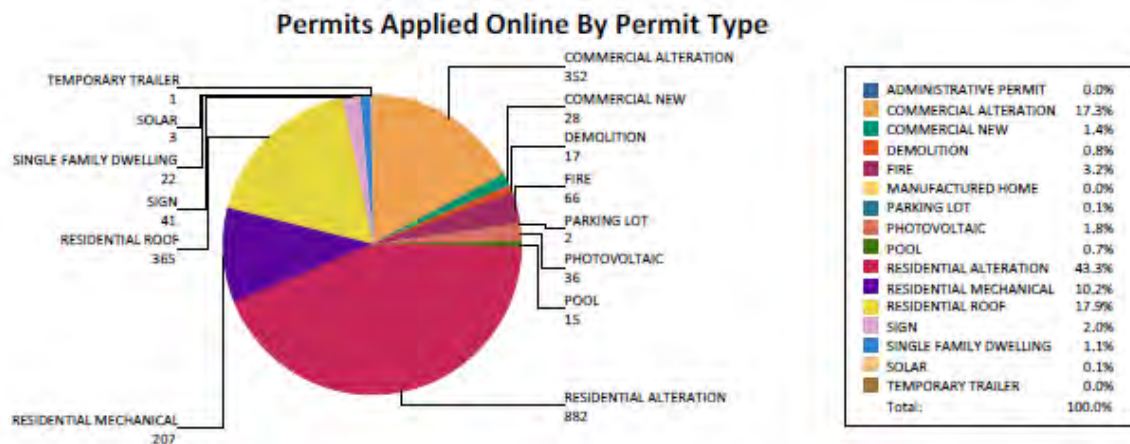
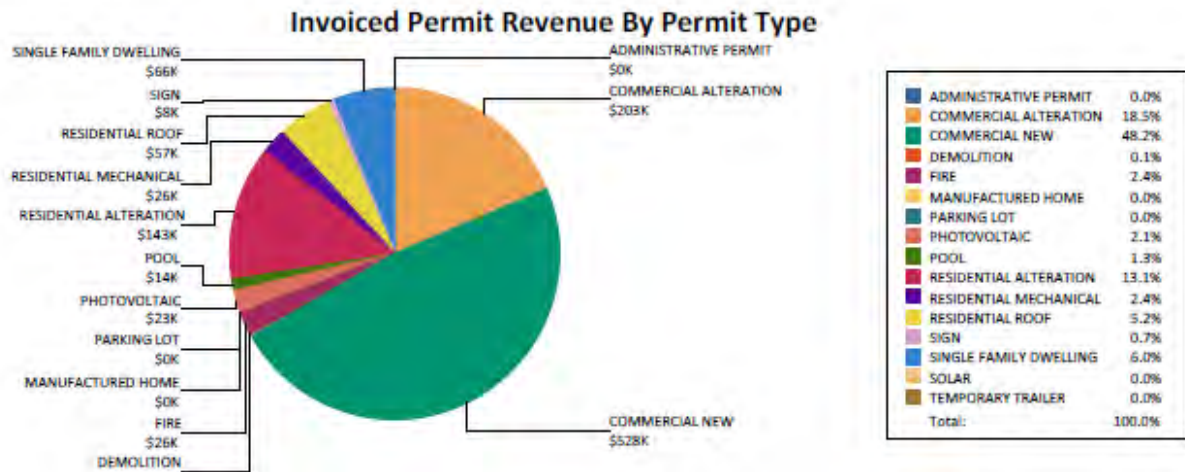
The charts below summarize permit activity for the City of Melbourne across several key metrics by type. These metrics offer insight into overall permit volume, the effectiveness of the digital application process, and revenue trends during the reporting period.

### Permits Applied For By Permit Type



### Permits Expired By Permit Type





The shift to a fully digital permit application and review process has modernized operations but introduced new challenges for both staff and applicants. While internal procedures remain structured and time-bound, recurring submission deficiencies are contributing to project delays and inefficiencies. The Building Department remains committed to improving applicant education, enhancing review coordination, and leveraging performance data to drive better outcomes.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Cindy Dittmer, AICP, Community Development Director  
**From:** Cheryl Dean, AICP, Planning Manager  
**Re:** **Community Development Plan Review Process & Timelines**  
**Date:** **May 8, 2025**

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### Community Development Plan Types

- Formal Site Plan – conceptual level plan required for: commercial sites over 3 acres; industrial sites over 5 acres; multi-family development with 20 units or more; new development in Downtown Melbourne; and all institutional development. Some of the formal site plans have final action by the Planning and Zoning Board, and the larger plans are considered by City Council.
- Preliminary Development Plan – a master site plan that accompanies a request for PUD zoning, outlining the major components of the proposed subdivision.
- Preliminary Plat – the first stage of plat review encompassing review of the subdivision lots and tracts, along with all proposed infrastructure systems (water, sewer, stormwater, roads, sidewalk, etc).
- Final Plat – occurs after the engineering construction plan review of the plat. The review includes: a consistency review with the previously approved plat/plans; a detailed legal review of all legal documents for the plat; and a full review of all surveying aspects including the plat and field inspections.

Other types of applications and reviews also occur in Community Development but not all other applications necessarily require the submittal of some type of “plan” review. Typically, requests without a “plan” can move through the review process in a quicker manner overall, however, there are additional advertising and notice requirements that add to the total timeframe of these application reviews.

The following is a list of all other applications that are reviewed on a regular basis in the department:

- Affordable Housing Use Certificate
- Annexation

- Board Appeals
- Conditional Use
- Developers Agreement
- Finding of Consistency
- Historic and Architectural Review Board
- Map (Zoning and Future Land Use) Amendment
- Outdoor Seating/Display Permit
- Subdivision Plat (Preliminary and Final)
- Pre-annexation Agreement
- Formal Site Plan
- Text (City Code and Comprehensive Plan) Amendment
- Variance and Administrative Waiver
- Zoning Verification Letter

### **Plan/Plat Review Process & Timelines**

All plans and plats are applied for through the Energov system. Once an application is received by staff, it is reviewed for completeness. In addition to submitting a site plan or plat, other documents are also often required for a full review, such as a traffic analysis, school concurrency application, environmental impact assessments, etc. Once an application is deemed complete with all required submittals, the applicant is invoiced for the review fees and upon payment, the plan/plat is sent to 10 to 12 reviewers for their comments.

Once all comments on a plan or plat have been addressed, the project is scheduled for the Planning and Zoning Board agenda. All plats and formal site plans that require City Council review, are then scheduled for the next available City Council agenda based upon the agenda item deadline schedule. Some formal site plans are considered for final action by the Planning and Zoning Board, depending upon the acreage of the development, which shortens the overall process.

Our goal is to review formal site plans within a 10-business day timeframe and to provide comments back to the applicant at the end of this timeframe. Final Plat review takes slightly longer for the legal and survey reviews and is allotted a 15-business day turnaround. At times due to the number of plans/plats under review, the 10 or 15 business day goals are not met. Dependent upon the number of comments for the first review, the subsequent reviews can potentially be quicker if the applicant addresses all comments.

A change in departmental policy in late 2024 was implemented to address plans that are severely inadequate or incorrect. If the reviewer has already provided 10 to 15 corrections, and staff determines that many more comments are forthcoming due the lack of adequate details on the plan, the first review is rejected and considered to be substantially non-compliant with City Code. Those initial comments are provided to the

applicant with a requirement to resubmit for a second review with improved details on the plan.

### **Challenges to Timely Plan Review**

Some of the reasons that plan/plat reviews are taking longer to be reviewed or requiring multiple re-submittals are as follows:

- Generally, the 1<sup>st</sup> review of a plan/plat submittal lacks adequate quality control measures and does not contain 100% of the basic project and site data, technical and dimensional details and existing conditions.
- Submittals often do not contain the necessary City Code required details and site information that is required for a complete review.
- Submittals often contain site data or technical specifications that are not related to the project and are sometimes standards or requirements from other jurisdictions.
- Comments made by staff are often not addressed and have to be repeated in subsequent comment letters and re-reviewed again.
- Generating a larger number of review comments typically results in higher number of submittals, as many more plans are exceeding 3 reviews, with some reaching a 6<sup>th</sup> or 7<sup>th</sup> review.
- Site development in the City is more often occurring on constrained sites (physically or environmentally) and/or projects are unique in nature, often creating requests for exceptions through alternative parking analysis and dumpster waivers which require additional review and consideration by a department director to make special determinations.

The volume of the information requested by both citizens and development teams is currently at one of the highest levels seen by staff in many years. Community Development staff is regularly fielding and addressing in excess of 100 calls per week regarding the status of Community Development related applications and site plan/plat reviews, along with building permit and engineering review comments/corrections/clarifications. Additionally, to provide better customer service within our department, a dedicated “Planner of the Day” is available during working hours to provide immediate general planning and zoning information to the public. Many times, the handling of these requests requires substantial staff time to provide accurate responses in accordance with City Code/Comprehensive Plan and/or requires historical document research. Furthermore, addressing these items competes with the time that staff can dedicate to performing application reviews.

## Memorandum

**To:** Jenni Lamb, City Manager  
**From :** James Ennis, City Engineer  
**From:** J. Danielle Straub, Assistant City Engineer  
**Re:** **Engineering Plan Review Process & Timelines**  
**Date:** **May 6, 2025**

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### Engineering Plan Types

- Engineering Construction Plan (ENGR) – This is the construction plan review of all development projects within the City of Melbourne. This review includes reviews by the following departments to ensure that the construction plans meet City Code and the Utility Technical Specifications:
  - o Community Development
    - Zoning
    - Landscape
  - o Water Distribution
  - o Wastewater Collections
    - Transition
    - Lift Station
  - o Reclaimed Water Distribution
  - o Streets and Stormwater
  - o Solid Waste and Recycling
  - o Building Division
    - ADA
    - Floodplain
  - o Engineering
    - Stormwater
    - Right of Way
    - Constructability
    - Utility Conflicts
    - Grading
    - Addressing
    - Sight Visibility
- Utility Only Plan (UTIL) – This is the construction plan review of projects connecting to the City of Melbourne’s public utilities either within or outside of city limits of Melbourne. This includes reviews by the following departments to ensure construction plans meet City Code and Utility Technical Specifications:

- o Water Distribution
- o Wastewater Collections
- o Reclaimed Water Distribution
- o Engineering
  - Right of Way
  - Constructability
  - Utility Conflicts
- Right of Way Use Permits – These are permits to perform within the City’s right of way not associated with the development of a parcel. There are three types of these permits:
  - o Residential Permits – Permits for new driveways for existing residential lots, such as the addition of a second driveway connection. Driveway culvert installation and replacements are also permitted under this process.
  - o Commercial Permits – Permits for commercial properties to close right of way for maintenance of buildings, new commercial driveways not associated with a development project, fiber/cable connections between facilities.
  - o Franchisee Utilities Permits – Permits for franchisee utilities, i.e. FPL, ATT, Spectrum, etc., to install new infrastructure within the City’s right of way.
- Land Alteration Permits (LAP) – Permits for the disturbance of land and the removal of trees. This permit can be either a subplan to the Engineering Construction Plan or a stand-alone plan. These permits are issued in conjunction with single-family home permits along with all Engineering Construction Plans. Additionally, these are issued to commercial property owners for the removal/replacement of trees required by City Code.
- Water Meter Authorizations – This process is used to collect water and sewer impact fees and to facilitate the installation of water meters within the City of Melbourne or its water distribution area. This process is also used to collect water and sewer impact fees for commercial alteration permits that change the water/sewer demand of the business.
- Transportation Impact Fee – This is used to create the transportation impact fee invoices for all development projects except single family homes. This is a subplan to the Engineering Construction Plan.
- Abandon and Vacates – This is the process of abandoning or vacating public utility easements or public right of way. These include coordination with public utilities, i.e. FPL, ATT, Spectrum along with City utilities and drainage divisions, to determine if the easement/right of way can be vacated. If there is existing infrastructure with the easement/right of way or if there are other conflicts with code created, abandonment/vacation may not be allowed.

Other types of applications and reviews occur in Engineering as part of other departments review process. Engineering takes part in 27 different types of Building Permit reviews along with 6 other plan review types from Community Development. There are several other review types performed in conjunction Community Development that may only need Engineering on a case-by-case basis.

### **Plan/Permit Review Process & Timelines**

Engineering Construction Plans and Utility Only Reviews are applied for through the EnerGov system. Once an application is received by staff, it is reviewed for completeness. In addition to submitting construction plans, other technical, coordination, and legal support documents are also often required for a full review, such as traffic analyses, school concurrency application, environmental impact assessments, drainage calculations, geotechnical reports, water system analysis, lift station design reports, etc. Once an application is deemed complete, with all required submittals and the applicant has paid the initial plan review fee, the plan is distributed to eight separate City divisions for 12 to 15 reviewers to perform reviews and provide comments.

Engineering coordinates with all the reviewers to ensure that the comments provided do not conflict due to different independent design criteria. Engineering is the point of contact for all reviewers. As many of the reviewers not only preform review of development projects, they also are responsible for keeping the City's infrastructure in operation. Once all comments on a plan have been addressed, the project is found to be Code compliant and buildable, it receives a Substantial Approval Notice with instruction on scheduling a Preconstruction Meeting. The Preconstruction Meeting is required so that staff can clearly identify the requirements for closing out the project and discuss any issues that might occur during construction with the contractor and development team and ensure that any specific project requirements are clearly identified at the beginning of construction.

Land Alteration Permits, Water Meter Authorizations, and Transportation Impact Fee are all subplans to Engineering Construction Plans. Water Meter Authorizations are also done as part of the building permit process for commercial alteration permits. While these types of permits are within EnerGov, they cannot be directly applied for by the public. These are initiated by the Engineering Department as they are project specific, and not all projects require these reviews.

Right of way use permits are also not within the EnerGov system. They are either paper plans received or emailed to the Engineering Department. These applications vary in review time depending upon the extent and complexity of the project. .

Abandon and Vacates also take longer to review as property history and ownership must be established along with obtaining concurrence from outside utilities prior to processing the application to City Council for approval or denial.

While there is no official policy, code requirement, or statute our goal is to review ENGR and UTIL plans within a 10-business day timeframe and to provide comments back to

the applicant at the end of this timeframe. At times, due to the number of plans under review or other operation conflicts, the 10-business day goals are not met. Dependent upon the number of comments made in the first review, subsequent reviews can potentially be quicker if the applicant successfully addresses all comments; however, oftentimes this is not the case.

Engineering and Community Development worked to make a departmental policy in late 2024 which was implemented to address plans that are severely inadequate, incomplete, or incorrect. If the reviewer has already provided 10 to 15 corrections, and staff determines that many more comments are forthcoming due to obvious plan deficiencies, the first review is rejected and considered to be substantially non-compliant with City Code. Those initial comments are provided to the applicant with a requirement to resubmit for a second review with improved details on the plan and that a full engineering review will be performed on the resubmittal. If the first review does not result in excessive comments, the second review is reviewed to ensure the initial comments were addressed and that the corrections made by the applicant do not cause any further conflicts or deficiencies.

Attached is a flow chart showing the review process for Engineering Construction Plans and Utility Only Reviews.

### **Challenges to Timely Plan Review**

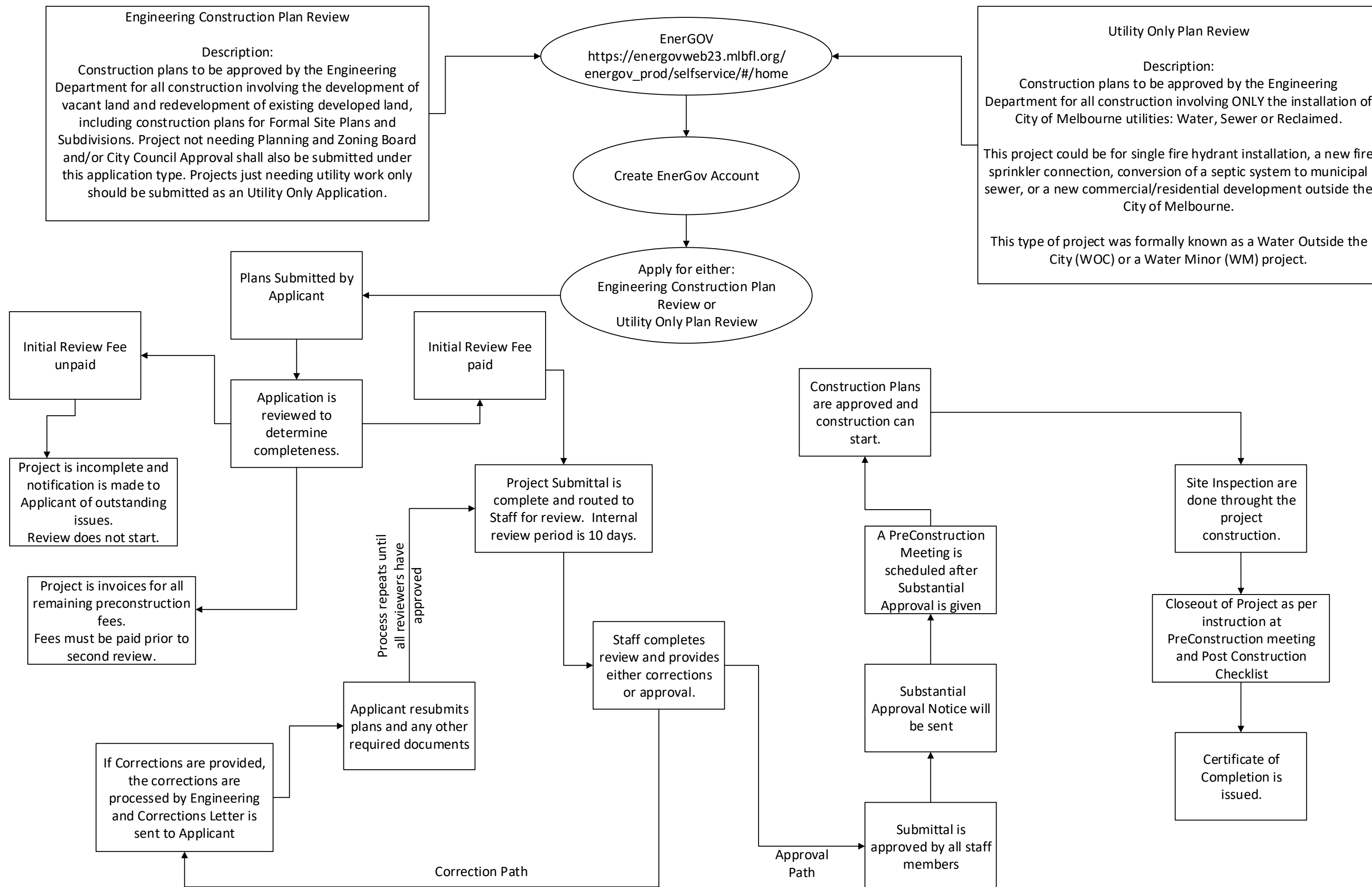
There are several issues with completing plan reviews in a timely manner.

- Regularly, the 1<sup>st</sup> review of a plan submittal lacks adequate engineering plan quality control measures and do not contain 100% of the basic project design data, technical and dimensional details and existing conditions.
- Submittals often do not contain the necessary City Code required details and site information required for a complete review.
- Submittals often contain site data or technical specifications that are not related to the project and frequently contain standards or requirements from other jurisdictions.
- Comments made by staff are often not addressed and have to be repeated in subsequent comment letters and re-reviewed again.
- Generating a larger number of review comments typically results in a higher number of submittals, as many more applications exceed 3 reviews.
- Site development in the City is more frequently occurring on constrained sites (physically or environmentally) and/or applicant projects are identifying themselves as “unique in nature”, often creating requests for exceptions through alternative parking analysis and dumpster waivers which require additional review and consideration by a department director to make special determinations.

The volume of the information requested by both citizens and development teams is currently at one of the highest seen by staff in many years. Engineering handles

requests for utility locations for both construction projects and homeowners wanting to know where the lateral comes into their home. Additionally, Engineering staff commonly is fielding and addressing in excess of 100 calls per week regarding the status of Engineering Construction Plans, Utility Only Reviews, building permit review status, plan comment correction clarifications, tree removal, potholes, drainage concerns, resurfacing, etc. Most of these calls require substantial staff time to provide accurate responses as the questions are often technical in nature, or require historical document research, or which could create substantial liability for the City if answered incorrectly. Furthermore, addressing these items competes with the time that staff can dedicate to performing application reviews.

As of two weeks ago, the Engineering Department currently has all but two positions filled for the first time in 5 years, with all land development-related positions filled. Training of new staff to allow for reviews to be performed more quickly is in process and will take several months to complete. The two remaining open positions are the CIP Project Manager and an Engineering Project Manager, which are primarily tasked to capital project management. Please note that during the past eighteen months several offers to potential candidates for both the Permit Review Coordinator and Engineering Project Manager roles were made; however, these offers had been rejected due to insufficient compensation.

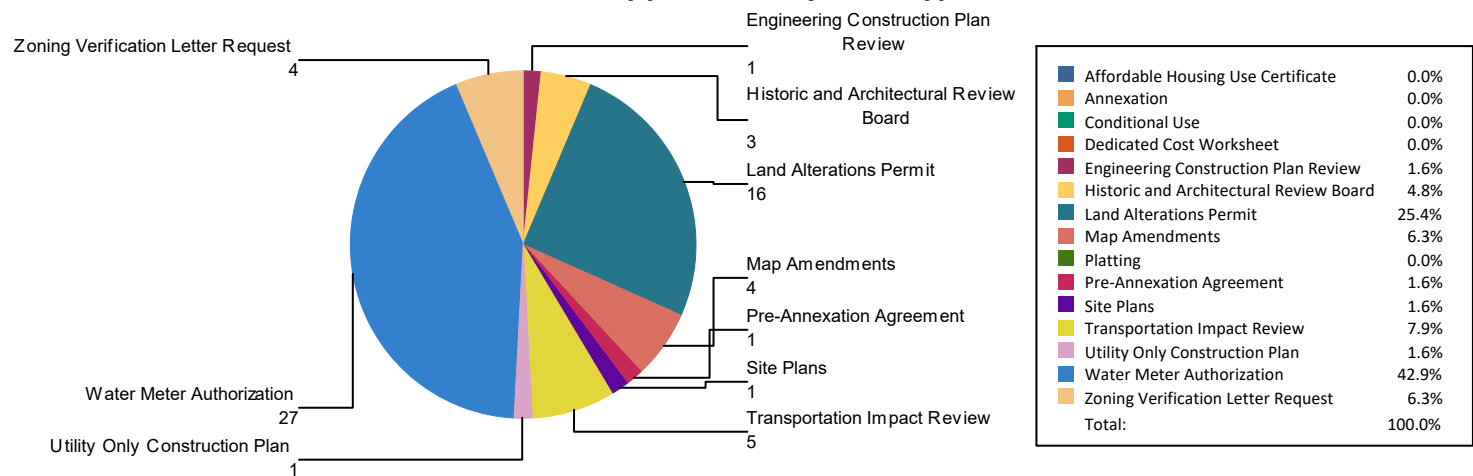


| PLANNING & ENGINEERING<br>ACTIVITY REPORT | 2022 Total | 2023 Total | 2024 Total | 2025 thru 3-31-25<br>Total |
|-------------------------------------------|------------|------------|------------|----------------------------|
| Abandon and Vacate                        | 8          | 6          | 11         | 0                          |
| Affordable Housing Use Certificate        | 0          | 9          | 9          | 3                          |
| Annexation                                | 12         | 8          | 10         | 2                          |
| Appeals                                   | 0          | 2          | 3          | 0                          |
| Capital Improvement Project               | 2          | 15         | 6          | 0                          |
| Conditional Use                           | 13         | 13         | 13         | 2                          |
| Dedicated Cost Worksheet                  | 11         | 15         | 3          | 3                          |
| Developers Agreement                      | 1          | 1          | 0          | 0                          |
| Engineering Construction Plan Review      | 39         | 37         | 42         | 6                          |
| Finding of Consistency                    | 6          | 3          | 7          | 1                          |
| Historic and Architectural Review Board   | 77         | 57         | 51         | 12                         |
| Land Alterations Permit                   | 166        | 86         | 105        | 32                         |
| Map Amendments                            | 32         | 28         | 31         | 8                          |
| Miscellaneous                             | 0          | 0          | 0          | 1                          |
| Outdoor Seating/Display                   | 6          | 6          | 4          | 0                          |
| Platting                                  | 19         | 12         | 10         | 0                          |
| Pre-Annexation Agreement                  | 6          | 11         | 11         | 1                          |
| Right of Way Use                          | 0          | 0          | 0          | 5                          |
| Sidewalk Trust Fund                       | 5          | 7          | 2          | 1                          |
| Site Plans                                | 27         | 20         | 27         | 6                          |
| Text Amendments                           | 11         | 6          | 10         | 2                          |
| Transportation Impact Review              | 36         | 25         | 18         | 5                          |
| Utility Only Construction Plan            | 18         | 26         | 20         | 5                          |
| Variances                                 | 9          | 6          | 13         | 0                          |
| Water Meter Authorization                 | 323        | 221        | 214        | 63                         |
| Zoning Verification Letter Request        | 77         | 56         | 57         | 21                         |
| <b>Total</b>                              | <b>904</b> | <b>676</b> | <b>677</b> | <b>179</b>                 |

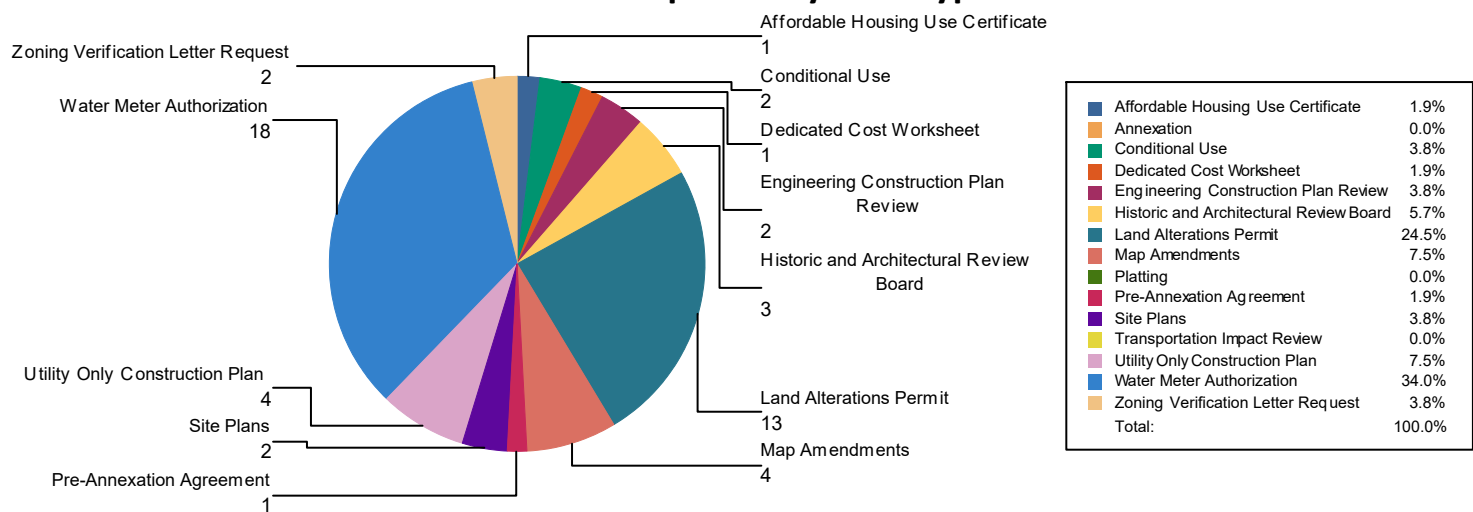


PLANNING KEY PERFORMANCE INDICATORS(01/01/2025 TO 01/31/2025)  
FOR CITY OF MELBOURNE

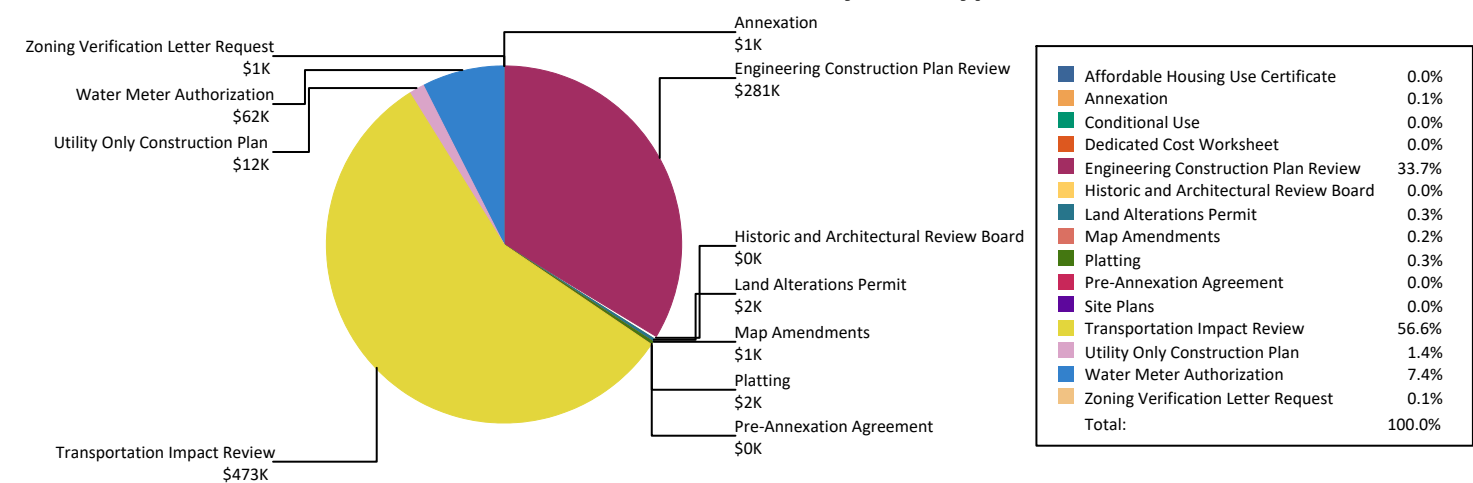
Plans Applied For By Plan Type



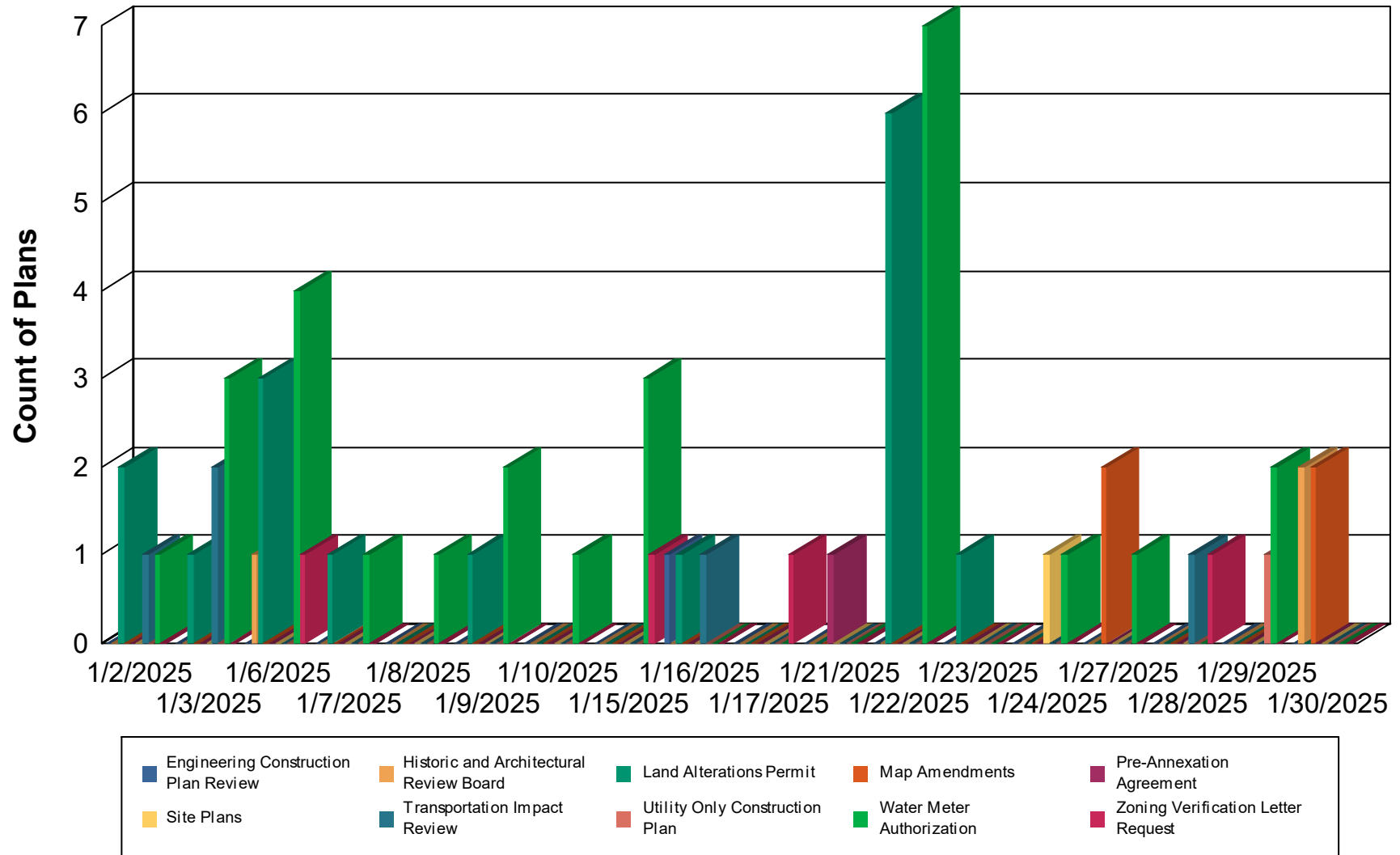
Plans Completed By Plan Type



Invoiced Plan Revenue By Plan Type



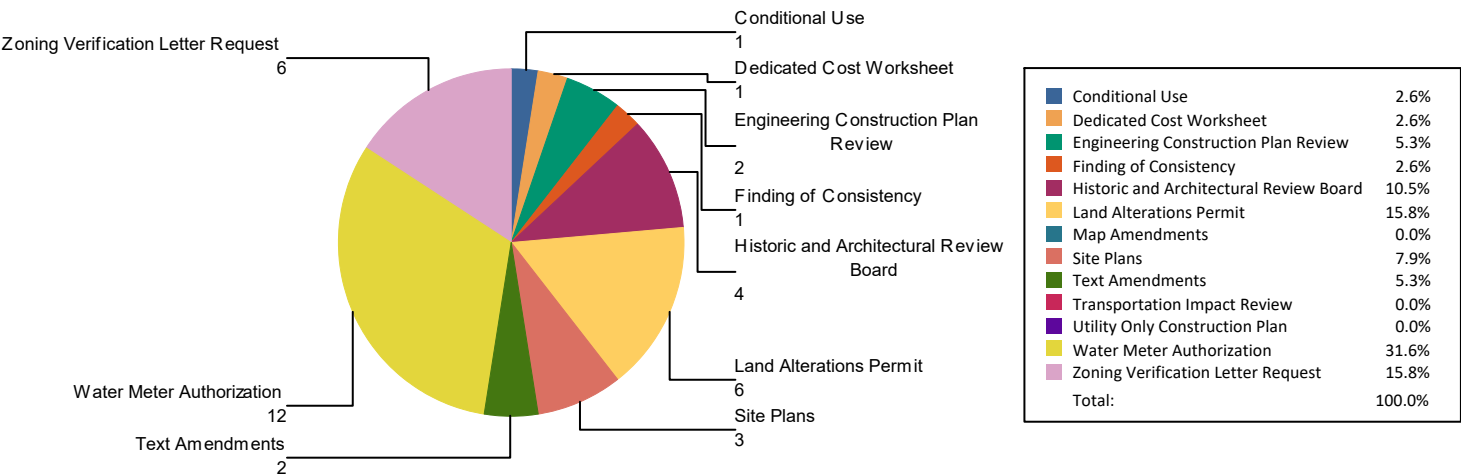
## MONTHLY PLANS APPLIED (CHART) FROM (01/01/2025 TO 01/31/2025) FOR CITY OF MELBOURNE



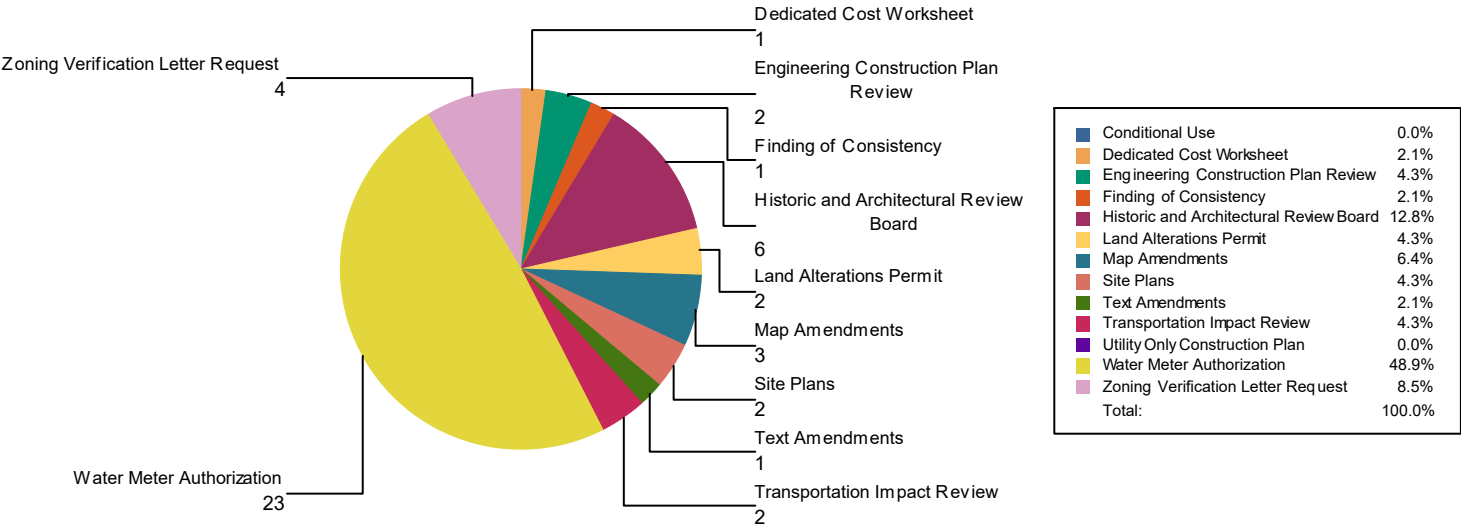


PLANNING KEY PERFORMANCE INDICATORS(02/01/2025 TO 02/28/2025)  
FOR CITY OF MELBOURNE

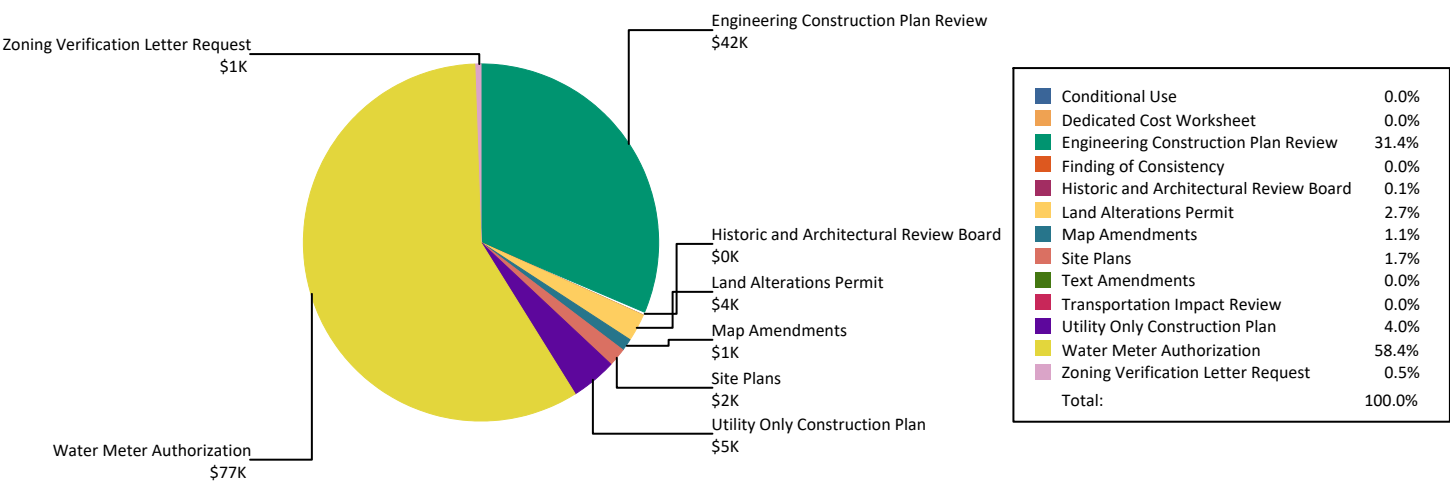
Plans Applied For By Plan Type



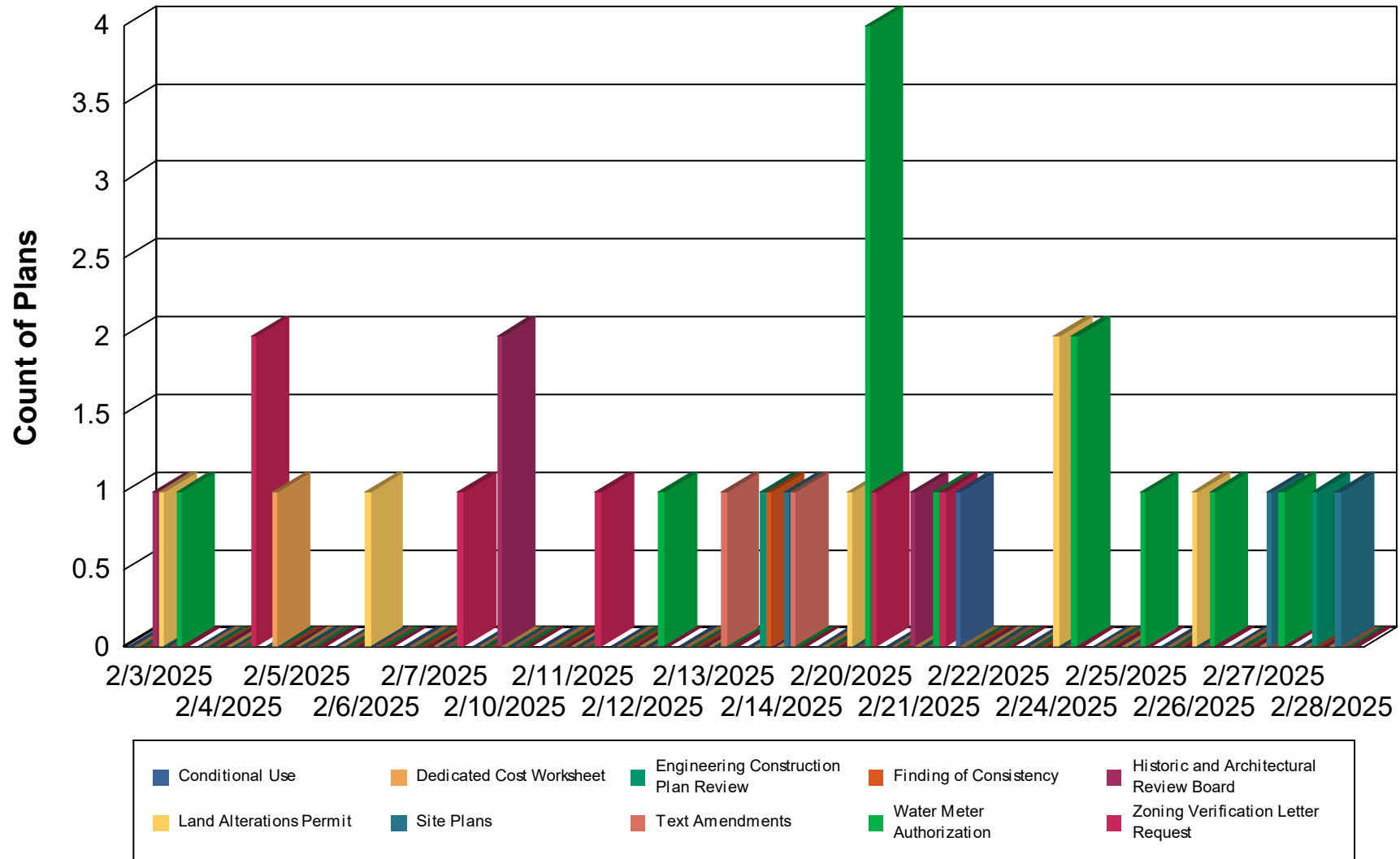
Plans Completed By Plan Type



Invoiced Plan Revenue By Plan Type



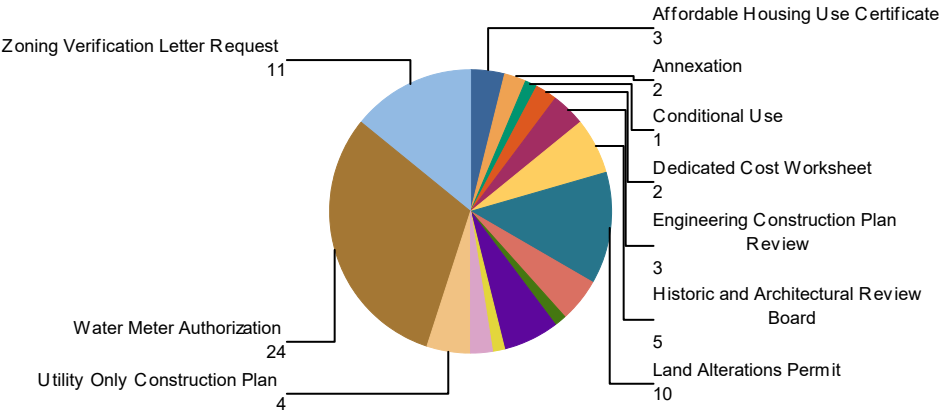
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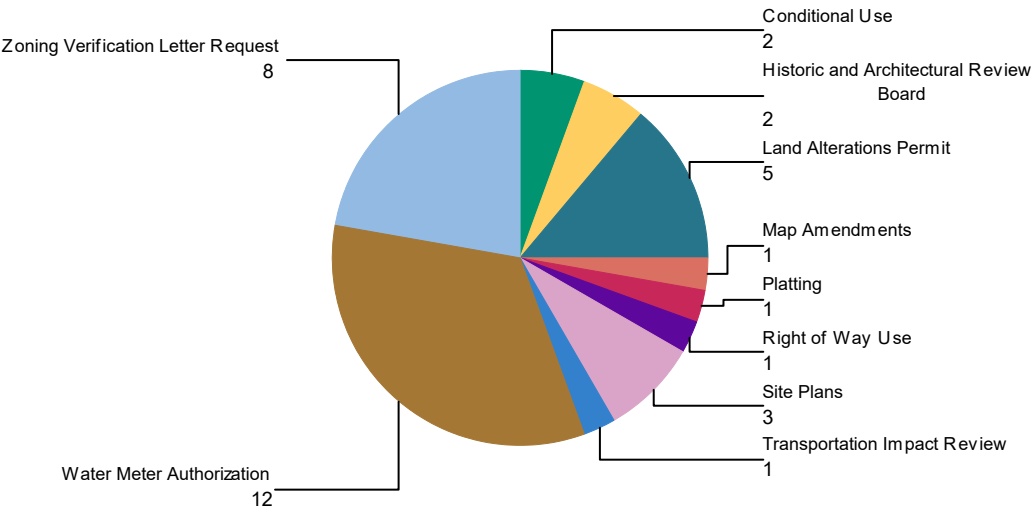
PLANNING KEY PERFORMANCE INDICATORS(03/01/2025 TO 03/31/2025)  
FOR CITY OF MELBOURNE

Plans Applied For By Plan Type



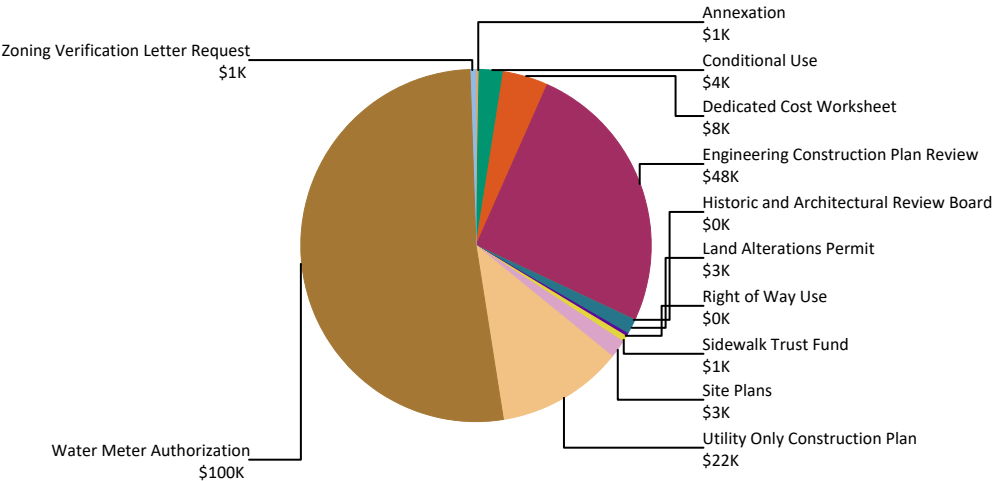
|                                         |        |
|-----------------------------------------|--------|
| Affordable Housing Use Certificate      | 3.8%   |
| Annexation                              | 2.6%   |
| Conditional Use                         | 1.3%   |
| Dedicated Cost Worksheet                | 2.6%   |
| Engineering Construction Plan Review    | 3.8%   |
| Historic and Architectural Review Board | 6.4%   |
| Land Alterations Permit                 | 12.8%  |
| Map Amendments                          | 5.1%   |
| Miscellaneous                           | 1.3%   |
| Platting                                | 0.0%   |
| Right of Way Use                        | 6.4%   |
| Sidewalk Trust Fund                     | 1.3%   |
| Site Plans                              | 2.6%   |
| Transportation Impact Review            | 0.0%   |
| Utility Only Construction Plan          | 5.1%   |
| Water Meter Authorization               | 30.8%  |
| Zoning Verification Letter Request      | 14.1%  |
| Total:                                  | 100.0% |

Plans Completed By Plan Type



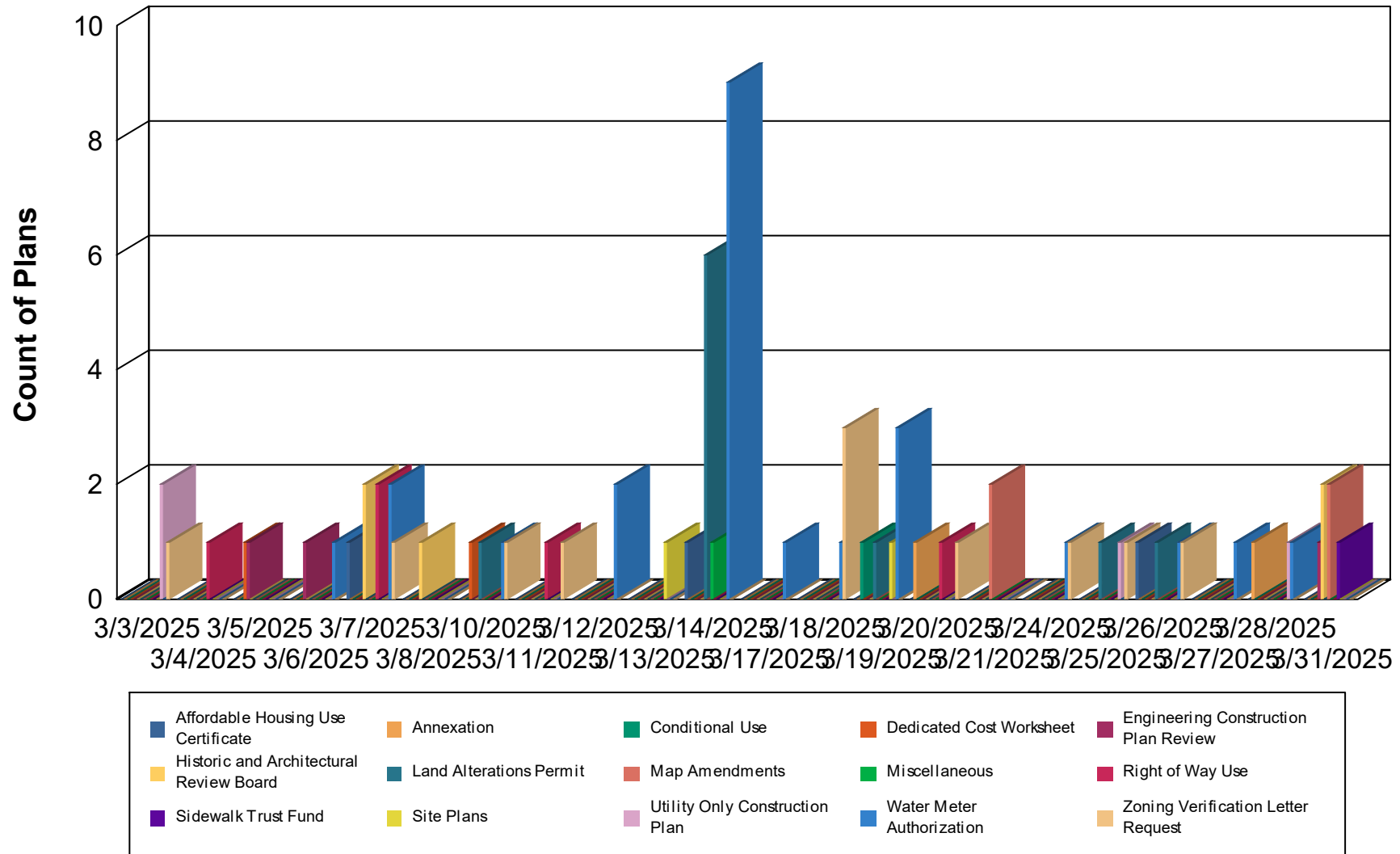
|                                         |        |
|-----------------------------------------|--------|
| Affordable Housing Use Certificate      | 0.0%   |
| Annexation                              | 0.0%   |
| Conditional Use                         | 5.6%   |
| Dedicated Cost Worksheet                | 0.0%   |
| Engineering Construction Plan Review    | 0.0%   |
| Historic and Architectural Review Board | 5.6%   |
| Land Alterations Permit                 | 13.9%  |
| Map Amendments                          | 2.8%   |
| Miscellaneous                           | 0.0%   |
| Platting                                | 2.8%   |
| Right of Way Use                        | 2.8%   |
| Sidewalk Trust Fund                     | 0.0%   |
| Site Plans                              | 8.3%   |
| Transportation Impact Review            | 2.8%   |
| Utility Only Construction Plan          | 0.0%   |
| Water Meter Authorization               | 33.3%  |
| Zoning Verification Letter Request      | 22.2%  |
| Total:                                  | 100.0% |

Invoiced Plan Revenue By Plan Type



|                                         |        |
|-----------------------------------------|--------|
| Affordable Housing Use Certificate      | 0.0%   |
| Annexation                              | 0.3%   |
| Conditional Use                         | 2.3%   |
| Dedicated Cost Worksheet                | 4.2%   |
| Engineering Construction Plan Review    | 25.2%  |
| Historic and Architectural Review Board | 0.1%   |
| Land Alterations Permit                 | 1.5%   |
| Map Amendments                          | 0.0%   |
| Miscellaneous                           | 0.0%   |
| Platting                                | 0.0%   |
| Right of Way Use                        | 0.2%   |
| Sidewalk Trust Fund                     | 0.6%   |
| Site Plans                              | 1.7%   |
| Transportation Impact Review            | 0.0%   |
| Utility Only Construction Plan          | 11.5%  |
| Water Meter Authorization               | 51.9%  |
| Zoning Verification Letter Request      | 0.7%   |
| Total:                                  | 100.0% |

## MONTHLY PLANS APPLIED (CHART) FROM (03/01/2025 TO 03/31/2025) FOR CITY OF MELBOURNE





**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                       |
|--------------------------------------------|-----------------------|
| Department:                                | Community Development |
| Presenter:                                 | Cindy Dittmer         |
| Council District:                          | 5                     |
| Reading Number:                            | 2                     |
| Quasi-judicial Item (Disclosure Required): | Yes                   |
| Public Hearing:                            | Yes                   |
| Item Number:                               | B.9.                  |

**Subject:**

Ordinance No. 2025-24, Annexation (ANNX2025-0001), Ordinance No. 2025-25, Comprehensive Plan Amendment \*Minor Amendment\* (MAP2025-0005), and Ordinance No. 2025-26, Zoning Request (MAP2025-0006) 953 Miller Lane

**Background/Consideration:**

This is the second reading of three ordinances annexing a .50±-acre parcel, and establishing a Low Density Residential Future Land Use and R-1A (Single Family Low Density Residential District) zoning. The property is located at the southwest corner of the Miller Lane/Trimble Road intersection, west of Lytton Road and east of Tolley Avenue. Upon approval of the annexation, the subject property will be located within Council District 5.

The property owner has requested to be annexed into the City of Melbourne and has submitted a voluntary annexation petition in order to connect to the City's water system. City Code requires property owners that are contiguous to the City's municipal boundary to voluntarily annex into the City in order to receive a connection to Melbourne's water or sewer systems.

The property currently has a single-family residential home and is one-half acre in size. The requested Low Density Residential Future Land Use (maximum density of 6 units per acre) is an appropriate designation for the subject property since it is the City's functional equivalent to the existing County designation of RES-6. The lot dimensions meet the minimum lot size requirements for the requested City R-1A zoning (7,500 square feet).

The property is bordered by single-family homes zoned R-1A to the north, south, and east. A church is also located to the west of the subject site. Placing R-1A zoning on the subject land is consistent with the current zoning of adjacent properties.

On May 1, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the requests.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**



- a. Approval of Ordinance No. 2025-24, based upon the findings contained in the Planning and Zoning Board memorandum.
- b. Approval of Ordinance No. 2025-25, based upon the findings contained in the Planning and Zoning Board memorandum.
- c. Approval of Ordinance No. 2025-26, based upon the findings contained in the Planning and Zoning Board memorandum.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Cindy Dittmer, AICP, Community Development Director  
**From:** Todd Corwin, AICP, Planner  
**Re:** **Annexation (ANNX2025-0001), Comprehensive Plan Amendment \*Minor Amendment\* (MAP2025-0005), and Zoning Map Amendment (MAP2025-0006) 953 Miller Lane**  
**Date:** May 15, 2025

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### Owner/Applicant/Representative

➤ Owner/Applicant – Valter Trinade Da Costa/Dump-Clean LLC

### Proposed Actions

For the overall 0.50± acres of real property, the following actions are requested:

- **Annexation** into the City of Melbourne corporate limits;
- **Comprehensive Plan Amendment** – establishing a Low Density Residential (LDR) Future Land Use Map classification; and
- **Zoning Amendment** – establishing R-1A (Single Family Low Density Residential District) zoning.

### Location

One residential property is included in this request. The subject property is located at the southwest corner of the Miller Lane/Trimble Road intersection, west of Lytton Road and east of Tolley Avenue (953 Miller Lane) in Township 27, Range 36, Section 13. Upon approval of the annexation, the subject property will be located within Council District 5.

### Property/Adjacent Property Information

The subject property is designated with RES-6 (Residential 6) with the Brevard County Future Land Use Map designation and is zoned RU-1-13 (Single Family Residential).

**Access:** Miller Lane, along the east property line

**To the East:** Single-family residential home

Zoning: R-1A  
Land Use: LDR

**To the West:** First Korean Baptist Church  
Zoning: C-R-1A (Conditional Use for a House of Worship)  
Land Use: Low Density Residential

**To the North:** Single family home  
Zoning: R-1A  
Land Use: Low Density Residential

**To the South:** Single family home  
Zoning: R-1A  
Land Use: LDR

The nearest enclave of property within the unincorporated County is located southeast of the subject site, across Miller Lane. This site is designated as RES 6 on the Brevard County Future Land Use Map and is zoned RU-1-13.

## History

The subject property (approximately 0.50 acres) is part of lot 48, Indian River Groves and Gardens Subdivision (recorded in 1926). A single-family home (constructed in 1965) is located on this site.

## Annexation Analysis

The property owner has requested to be annexed into the City of Melbourne and has submitted a voluntary annexation petition in order to connect to the City's water system. The site is zoned RU-1-13 in Brevard County which requires a minimum lot size of 7,500 square feet. The subject property is 0.50± acres in size and has lot dimensions of 156.8 feet in width and 138 feet in depth. These lot dimensions meet the minimum lot size requirements for the requested City R-1A zoning.

The annexation of the 0.50± acres of private property presents no significant issues. This site is part of an enclave of unincorporated County land, surrounded on three sides by properties within the City of Melbourne. As such, the property is contiguous to the existing corporate City limits as defined by Florida Statutes, and does not pose any issues with regard to the provision of municipal services. Annexation of the property is consistent with the City's Comprehensive Plan policies, the Joint Planning Agreement's Urban Service Boundary, and meets all requirements of Florida Statutes, Chapter 171. In addition, the annexation reduces the size of an existing County enclave.

The current estimated taxable value of the subject property is \$73,790, which will generate approximately \$483.08 annually in City taxes after all exemptions are applied. In addition, other non-ad valorem taxes will generate approximately \$44 for stormwater management based upon the existing residential use on the property.

It is estimated that approximately two (2) persons will become City residents if this annexation is approved. The property proposed to be annexed into the City will also have the following estimated fiscal annual impact: \$143.44 per the local government ½ cent sales tax and \$88.79 per the local option gas tax.

The annexation of this site should not have a significant impact upon any City services. Current police and fire services are already provided in the area. Upon approval of the annexation, the subject property will be located within Council District 5.

### **Comprehensive Plan Analysis**

The subject property is designated as RES-6 on Brevard County's Future Land Use Map. The RES-6 designation permits the consideration of residential uses at a maximum density of six (6) units per acre.

The proposed Low Density Residential land use designation permits the consideration of a variety of residential zoning districts and allows a maximum residential density of six dwelling units per acre. The Low Density Residential category is intended for properties with single-family detached or attached homes on individual lots. The placement of the Low Density Residential Land Use is guided by Future Land Use Element Policy 1.3.6. This policy states "the allocation of new Residential land use shall be based on the following considerations:

- Projected population;
- Housing trends and characteristics;
- Provision and maintenance of quality residential environments;
- Protection of environmentally fragile natural systems;
- Adequate transitioning between varying residential densities; and
- Provision and maintenance of public facilities."

The annexation of the subject property will reduce the size of an unincorporated Brevard County enclave. This action is also consistent with the City's Intergovernmental Coordination Element. The proposal, in conjunction with City Comprehensive Plan policies, provides for continued compatibility with existing and proposed land uses in the neighborhood, both within the City and outside the City.

### **Comparison of Residential Density**

Existing Future Land Use Category (Brevard County): RES-6: Permits residential uses at a maximum density of six (6) units per acre.

Proposed Future Land Use Category (City of Melbourne): Low Density Residential: Allows residential uses at a maximum density of six (6) units per acre.

**Summary:**

The City is proposing to designate the subject property as Low Density Residential. This Future Land Use Map category is adjacent to the subject property to the north, east and west. The Low Density Residential category permits a maximum density of six units per acre which is the same maximum density allowed in the County's RES-6 designation. The request should not impact the intensity of development since the subject property is already developed with a single-family residence and the proposed land use allows the same maximum residential density as the existing Brevard County designation. The City does not expect any supportive community facilities to be constructed on the annexed lot.

**Zoning Designation Analysis**

Establishing R-1A zoning is the focus of the proposed request, and is reviewed in accordance with Appendix B, Article IX, Section 1(A), which states that the proposed amendment or change shall be studied to determine:

- (a) The need and justification for the change;
- (b) When pertaining to the rezoning of land, the effect of the change, if any, on a particular property and on surrounding properties;
- (c) When pertaining to the rezoning of land, the amount of undeveloped land in the general area and in the City having the same classification as that requested; and
- (d) The relationship of the proposed amendment to the purpose of the City's plan for development with appropriate consideration as to whether the proposed change will further the purposes of this ordinance and the plan.

**Need for Change:** The property owner is requesting to annex into Melbourne; therefore, a City zoning designation must be applied to the subject land. A single-family house is located on the subject property. The proposed R-1A district is consistent with development patterns in the Trimble Road/Miller Lane area both in the City and in the County.

**Effect on the Property and Surrounding Properties:** Currently, the Brevard County zoning for the subject property is RU-1-13, which allows single-family residential uses on lots of at least 7,500 square feet. The neighboring properties in the City are zoned R-1A. The City's R-1A zoning district is a single-family residential classification and has a minimum lot size of 7,500 square feet. The subject property is approximately 21,780 square feet in size (.50 acres) and exceeds the minimum lot size requirement for the proposed R-1A zoning. Consequently, the proposed R-1A zoning on this property is compatible with the land uses and lot sizes in the surrounding neighborhood.

**Amount of Similarly Zoned Land in the Vicinity:** The subject site is zoned for single family residential uses in the unincorporated County (RU-1-13). Placing R-1A zoning on the subject land is consistent with the current zoning of adjacent properties. The properties to the east, north, and south are zoned R-1A. The property to the west is

zoned R-1A with a Conditional Use for a house of worship. The proposed zoning district is also compatible with the existing residential use on the subject site.

### **Environmental Impact Analysis**

The subject property is developed with one single-family residential use. If any redevelopment occurs, all environmental policies of the Comprehensive Plan shall be reviewed and met during the development plan review process. Additionally, any or all applicable permits will be required prior to construction plan approval, if necessary.

### **Joint Planning Agreement (JPA)**

The subject request was forwarded to the Brevard County Planning and Development Department under the Joint Planning Agreement criteria. As of the current date, the County has not provided any comments.

### **Mobility/Concurrency**

Since the site is already developed, the proposed use should not impact transportation facilities. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the site. The subject parcel currently utilizes a septic tank for the on-site treatment of wastewater. Sanitary sewer service is not available in this area.

This proposal applies to an existing residential property and does not advocate the construction of additional residential units. Consequently, the proposal does not impact area schools.

### **Planning and Zoning Board Action**

On May 1, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the requests.

### **Recommendation**

Based on the findings contained within the Planning and Zoning Board memorandum, for 0.50± acres of real property, located at the southwest corner of the Miller Lane/Trimble Road intersection, west of Lytton Road and east of Tolley Avenue, the Planning and Zoning Board and the Community Development Department recommend:

- A. Approval of Annexation (ANNX2025-0001)** into the City of Melbourne;
- B. Approval of Comprehensive Plan Amendment (MAP2025-0005)**, establishing a Low Density Residential Future Land Use; and
- C. Approval of Zoning Amendment (MAP2025-0006)**, establishing R-1A (Single-Family Low Density Residential District) zoning.

## Memorandum

**To:** Mayor and Council

**From:** Milo Zonka, Acting Chair, Planning and Zoning Board

**Re:** **Annexation (ANNX2025-0001), Comprehensive Plan Amendment \*Minor Amendment\* (MAP2025-0005), and Zoning Map Amendment (MAP2025-0006) 953 Miller Lane**

**Date:** May 2, 2025

**Owner/  
Applicant:** Valter Trinade Da Costa/Dump-Clean LLC

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The Planning and Zoning Board, at its regular scheduled meeting on May 1, 2025, reviewed the above-referenced request for Annexation, Comprehensive Plan Amendment and Zoning Amendment approval.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the following requests for the overall 0.50± acres of property located at the southwest corner of the Miller Lane/Trimble Road intersection, west of Lytton Road and east of Tolley Avenue:

- **Annexation** into the City of Melbourne corporate limits;
- **Comprehensive Plan Amendment** – establishing a Low Density Residential Future Land Use Map classification; and
- **Zoning Amendment** – establishing R-1A (Single Family Low Density Residential District) zoning.

These actions were based on the findings identified below:

### Findings for the Annexation

1. The proposed annexation is consistent with Chapter 171.031 F.S., Chapter 171.0413 F.S., Chapter 171.043 F.S., Chapter 171.044 F.S., Chapter 187 F.S., and Chapter 163 F.S. The proposal will reduce the size of an existing unincorporated enclave of property. Subsequently, the proposed annexation will improve the delivery of public services to this area of the County/City.
2. The annexation of this property is consistent with City established procedures for annexation as described in City Code, Part III, Appendix D, Chapter 5. The applicant has submitted a voluntary annexation application. A single-family

home is located on the subject site and this use is consistent with surrounding development patterns

3. The annexation is consistent with Future Land Use Element Policy 1.12.3 which states the City should encourage the annexation of undeveloped pockets and enclaves within developed areas in order to utilize existing facilities and services efficiently. The subject property is an enclave of County property and the annexation will eliminate a portion of the enclave.
4. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. Specifically, the proposal is consistent with Future Land Use Element Policy 1.12.2 which states the City shall encourage requests for annexation that are in compliance with F.S. Ch. 171, when those lands are enclaves or logical extensions of the existing City limits, when services can be properly provided, and when proposed uses are compatible with the City's Comprehensive Plan. The proposal is adjacent to Melbourne's municipal limits and is a logical extension of the City's boundary.
5. The annexation is also consistent with Policy 1.7.1 of the Intergovernmental Coordination Element. This policy states the City will continue to pursue annexation of areas within the Unincorporated County. Enclaves and the area surrounding the City, as well as other targeted areas where existing City services are already available, may be annexed in a manner that is mutually beneficial to the City and Brevard County, and consistent with Florida Statutes. The subject property is adjacent to the City's municipal limits and the annexation of this property will eliminate an existing enclave of unincorporated County property.
6. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City or region. The proposal is adjacent to the City's municipal limits and is a logical extension of the City's boundary. The land use and zoning planned for this site are compatible with the surrounding area. The subject site abuts existing residential uses within the City of Melbourne and in the unincorporated County.
7. City Code requires property owners in the unincorporated County to voluntarily sign a pre-annexation agreement or annex into the City before connecting to the City's water infrastructure. The property owner has submitted an application for annexation. Since the subject property is adjacent to the City's boundary, this site can be annexed per Florida Statutes and City Code.

### **Findings for the Comprehensive Plan Amendment**

1. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. The proposed Low Density Residential land use designation is compatible with surrounding development patterns in the City of Melbourne. The neighboring properties to the east, west, south and north are

already designated as Low Density Residential on the City's Future Land Use Map.

2. The proposal is specifically consistent with Goal 1 of the Future Land Use Element. The purpose stated in this goal is to meet the needs of population growth through public and private development and redevelopment, and through the appropriate distribution, location, and extent of land use, consistent with adequate levels of service, efficient use of facilities, and protection of natural resources and environmental lands. The proposed Low Density Residential land use will be placed on an existing single-family residential structure.
3. The proposal is specifically consistent with Future Land Use Element Objective 1.3, which states sufficient space shall be provided for residential development and required community facilities to adequately meet the housing needs of the present and expected future population. The applicant is requesting Low Density Residential land use for the subject land, which is an appropriate designation for the existing single-family residential use on site.
4. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City or region. The Future Land Use Element of the Comprehensive Plan establishes Residential, Commercial, Industrial, and Public/Institutional Future Land Use Map categories (the allocation of these designations is also guided by the Future Land Use Element). This proposal is consistent with the policies in the Future Land Use Element since it establishes a land use category that is compatible with the surrounding neighborhood, both in the City and in the unincorporated County.
5. The proposal is compatible with the neighboring area, land uses, and development patterns. Low Density Residential Future Land Use is proposed for the subject site. This action will place Low Density Residential land use on the subject property, which is the location of a single-family residence on approximately 0.50 acres. The proposed land use category is compatible with the established character of the adjacent area.
6. The requested Low Density Residential Future Land Use is an appropriate designation for the subject property. The area along Miller Lane and Trimble Road is primarily residential in nature with several houses of worship dispersed among the residential uses. The proposed land use is compatible with the single-family residential development patterns in the surrounding area, both in the City and in the unincorporated County.
7. The proposed amendment will not impact the environmental and natural areas of the City since the property is developed and any proposed redevelopment will be in accordance with all current applicable environmental regulations and

procedures, and will be reviewed through the submittal of an environmental impact analysis.

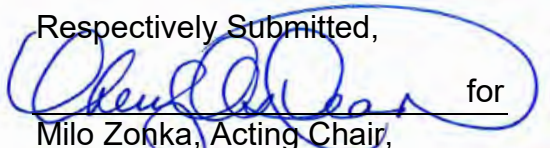
### **Findings for the Rezoning**

1. The proposed R-1A zoning can be considered on properties which are designated as Low Density Residential on the City's Future Land Use Map. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. The subject site is adjacent to multiple single family homes and a house of worship. The proposed zoning district is compatible with surrounding development patterns, both in the City and in the unincorporated County.
2. The proposed zoning designation is consistent with policies established in the Future Land Use Element of the City's Comprehensive Plan. This proposal is consistent with the policies in the Future Land Use Element since it establishes a zoning district that is similar to land use and the single-family residential development patterns in the neighboring area.
3. The proposed R-1A zoning district is compatible with surrounding properties, land uses, and development patterns. The subject property is located adjacent to Miller Lane and Trimble Road and is bordered on four sides by properties zoned for single family residential uses. The property to the west is zoned R-1A with a Conditional Use for a house of worship. The proposed zoning, in conjunction with the proposed Low Density Residential Future Land Use, is consistent with adjacent zoning districts, both in the City and in the unincorporated County.
4. The provisions of the R-1A district are intended to apply to areas of single-family residential development. Lot sizes and other restrictions are intended to protect and promote high quality residential development. The subject property has an existing single-family home located on it. Additionally, the subject site is adjacent to established single family residential uses to the north, south, and east.
5. The proposed zoning will not have an adverse impact on adjoining properties, since any future development will be subject to all applicable setback and lot size requirements for the requested R-1A Zoning District. Existing residential homes and a house of worship are located adjacent to the subject property.
6. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. The maximum densities/intensities for each category are identified in the Comprehensive Plan. The zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage

standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The proposed R-1A zoning will implement the proposed Low Density Residential Future Land Use Map designation by permitting a single-family residential use that is compatible with neighboring development patterns.

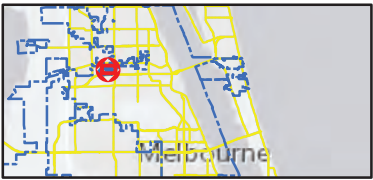
7. The proposal is specifically consistent with Policy 1.22.2 of the Future Land Use Element, which states zoning districts in the City's land development regulations shall implement the future land use categories adopted in the Comprehensive Plan, including the types of uses, and the densities and intensities of uses. The proposed R-1A zoning is consistent with the Low Density Residential Future Land Use category and the existing residential use of the property.

Respectively Submitted,

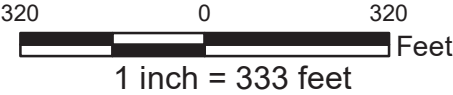


for  
Milo Zonka, Acting Chair,  
Planning and Zoning Board

953 MILLER LANE  
LOCATION MAP  
ANNX2025-0001 | MAP2025-0005 | MAP2025-0006



GIS Portal: <https://maps.mlbfl.org/arcgis>  
ArcGIS Online: <https://mgis.maps.arcgis.com>

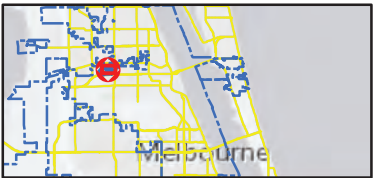


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including but not limited to those arising from  
any User's use of the data provided herein.  
Page 55

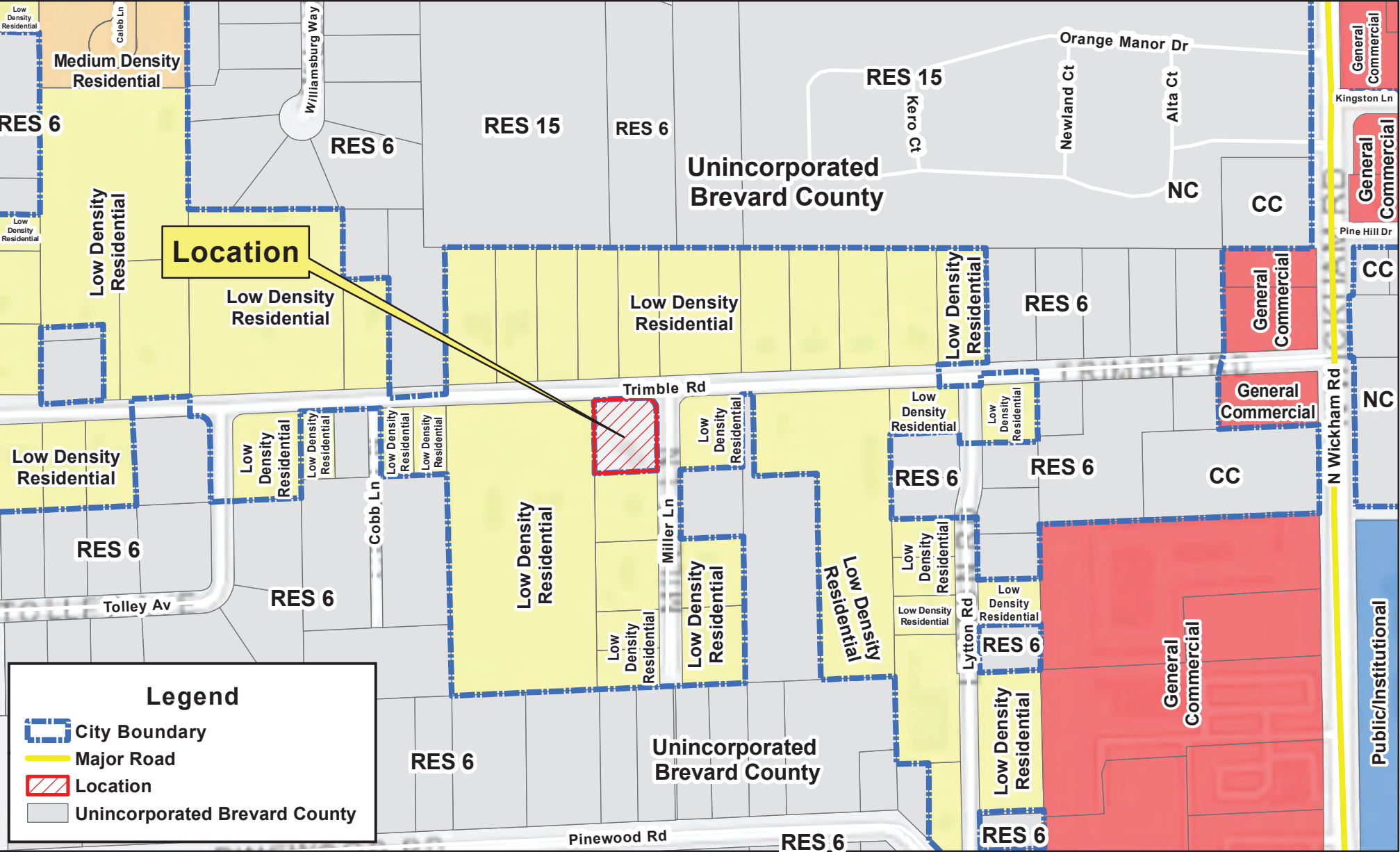
Title: 953 Miller Lane  
Author: Olivia Bachtold  
Department/Division: Community Development Department  
Last Updated: 4/14/2025 5:32:16 PM  
Document Name: 953 Miller Lane LOCATION Map  
Document Location: G:\COMMUNITY\_DEVELOPMENT\PE\IP&ZBOARD2025\Maps\MXD\953 Miller Lane LOCATION Map.mxd

City of Melbourne  
Information Technology Department  
GIS Division  
900 E Strawbridge Av Room 324  
Melbourne, FL 32901  
Item No. B. 9.  
P: (321) 608.7700  
Fax: (321) 608.7719  
Email: GIS@mlbfl.org

953 MILLER LANE  
FUTURE LAND USE MAP  
ANNX2025-0001 | MAP2025-0005 | MAP2025-0006



GIS Portal: <https://maps.mlbf.org/arcgis>  
ArcGIS Online: <https://mgis.maps.arcgis.com>  
320 0 320  
Feet  
1 inch = 333 feet



**Legend**

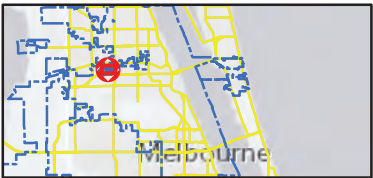
- City Boundary
- Major Road
- Location
- Unincorporated Brevard County

DISCLAIMER: Illustrative purposes only.  
No warranties, expressed or implied, are  
provided for the property records and mapping  
data herein or for their use or interpretation by the  
User. The City of Melbourne assumes no liability  
for any damages, losses, costs or expenses  
including but not limited to those arising from  
arising from any User's use of the City of  
property records or mapping data provided herein.

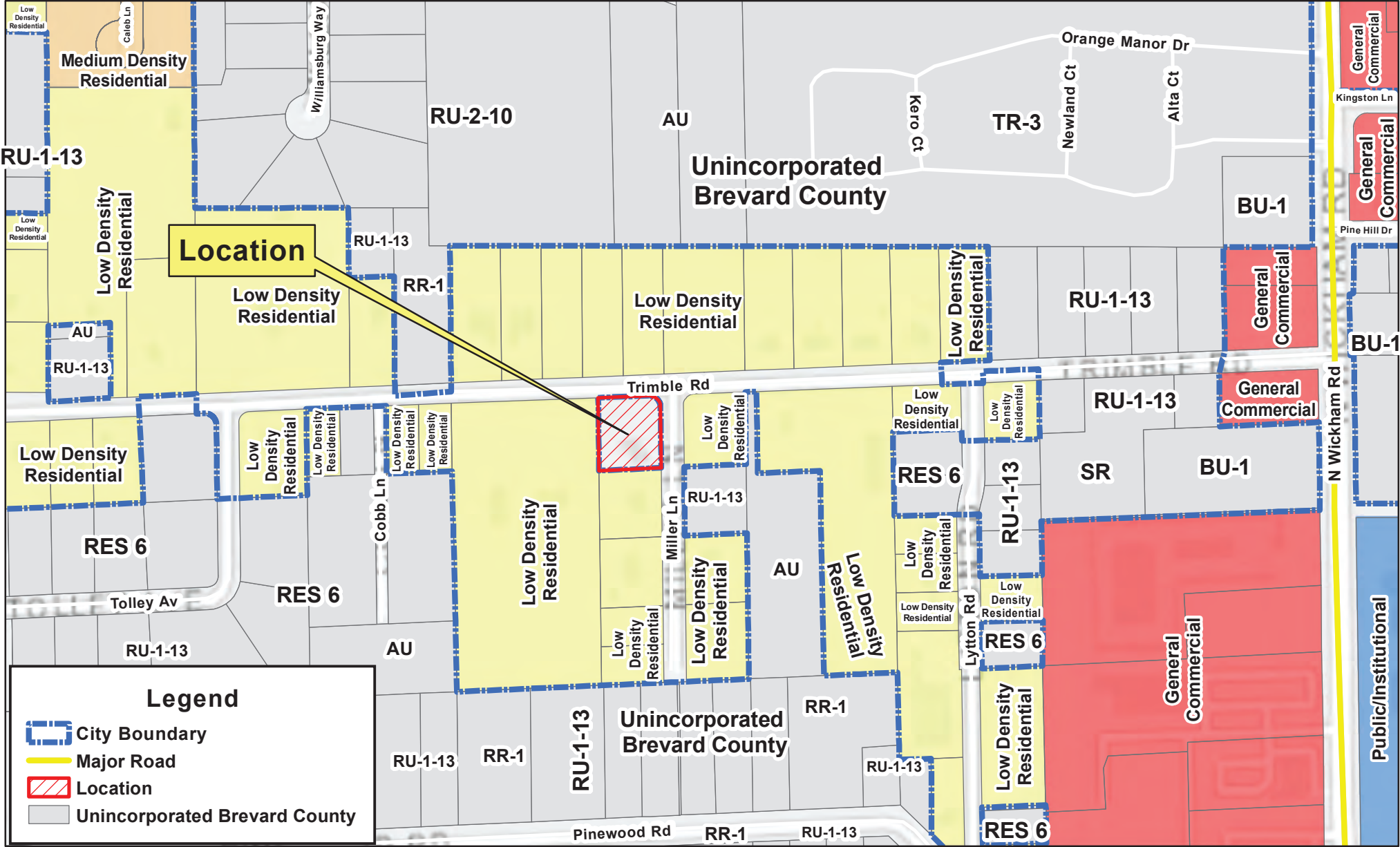
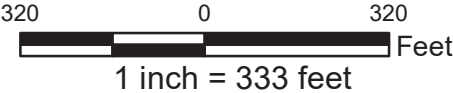
Title: 953 Miller Lane  
Author: Olivia Bachtold  
Department/Division: Community Development Department  
Last Updated: 4/21/2025 3:49:15 PM  
Document Name: 953 Miller Lane FLU Map  
Document Location: G:\COMMUNITY\_DEVELOPMENT\PE\BOARD2025\Maps\MXD\953 Miller Lane FLU Map.mxd

City of Melbourne  
Information Technology Department  
GIS Division  
900 E Strawbridge Av Room 324  
Melbourne, FL 32901  
Item No. B. 9.  
P: (321) 608.7700  
Fax: (321) 608.7719  
Email: GIS@mlbf.org

953 MILLER LANE  
ZONING MAP  
ANNX2025-0001 | MAP2025-0005 | MAP2025-0006



GIS Portal: <https://maps.mlbfl.org/arcgis>  
ArcGIS Online: <https://mgis.maps.arcgis.com>



**Legend**

- City Boundary
- Major Road
- Location
- Unincorporated Brevard County

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provided for the property records and mapping  
data herein or for their use or interpretation by the  
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including but not limited to those arising from  
any User's use of the maps or data of the  
property records or mapping data provided herein.

Title: 953 Miller Lane  
Author: Olivia Bachtold  
Department/Division: Community Development Department  
Last Updated: 4/21/2025 4:55:25 PM  
Document Name: 953 Miller Lane Z Map  
Document Location: G:\COMMUNITY\_DEVELOPMENT\PE\BOARD2025\Maps\MXD\953 Miller Lane Z Map.mxd

City of Melbourne  
Information Technology Department  
GIS Division  
900 E Strawbridge Av Room 324  
Melbourne, FL 32901  
P: (321) 608.7700  
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Item No. B. 9.

NW Corner Lot 48 Indian River Groves and Gardens, Section 13, Township 27 S, Range 36 E, Plat Book 6, Page 85

# Schedule A

The South 76 feet of the following described property.

Beginning at the NW corner of Lot 48, INDIAN RIVER GROVES AND GARDENS, Section 13, Township 27 South, Range 36 East according to the plat thereof as filed in Plat Book 6, Page 85, Public Records of Brevard County, Florida, (said point being on the center line of public road); thence go Southerly along the W line of said Lot 48 a distance of 25 feet to the P.O.B. and being on the S line of said public road; thence continue Southerly along the W line of said Lot 48, 156.80 feet more or less (and being the NW corner of property described in Official Records Book 566, Page 105, public records of Brevard County, Florida) thence Easterly parallel to the S line of said Lot 48 a distance of 138 feet (and being the NE corner of property desc. In Official Records Book 566, Page 105); thence go Northerly parallel to the W line of Lot 48 a distance of 156.80 feet to the S line of public road; thence Westerly along said road to the Point of Beginning. (A/K/A the S 76 feet of the N 156.80 feet of the W 138 feet of Lot 48, exc road right of way)

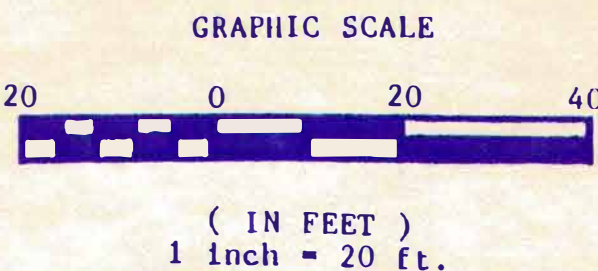
AND

The North 80.80 feet of the following described property:

Beginning at the NW corner of Lot 48, INDIAN RIVER GROVES AND GARDENS, Section 13, Township 27 South, Range 36 East, according to the plat thereof as filed in Plat Book 6, Page 85, Public Records of Brevard County, Florida. (said point being on the center line of public road); thence go Southerly along the W line of said Lot 48 a distance of 25 feet the P.O.B. and being on the S line of said public road; thence continue Southerly along the W line of said Lot 48, 156.80 feet more or less (and being the NW corner of property desc. In Official Records Book 566, Page 105, public records of Brevard County, Florida); thence Easterly parallel to the S line of said Lot 48 a distance of 138 feet (and being the NE corner of property desc. In Official Records Book 566, Page 105); thence go Northerly parallel to the W line of Lot 48 a distance of 156.80 feet to the S line of Public road; thence Westerly along said road to the Point of Beginning. (A/K/A the N 80.80 feet of the W 138 feet of Lot 48, exc road right of way)

*W. B. Kisinger*  
28 July 92

STREET ADDRESS: 953 MILLER LANE  
MELBOURNE, FLORIDA 32904



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>LEGEND</b></p> <p>N=North<br/>S=South<br/>E=East<br/>W=West<br/>°=Degrees<br/>'=Minutes when used in a bearing<br/>"=Seconds when used in a bearing<br/>'-Feet when used in a distance<br/>"-Inches when used in a distance<br/>AC=Acres<br/>C=Centerline<br/>R/W=Right of Way<br/>P.U.=Public Utilities Easement<br/>D.E.=Drainage Easement<br/>A/C=Air Conditioner<br/>R=Radius of Curve<br/>A=Arc Length<br/>Δ=Delta or Central Angle<br/>C=Chord<br/>T=Tangent<br/>I=Iron marker found<br/>C=Concrete marker found<br/>M=Concrete marker set<br/>N= Nail &amp; disk set<br/>P=Plat<br/>M=Measured<br/>G.H.W.=OVERHEAD ELECTRIC AND/OR TELEPHONE SERVICE LINE(S)<br/>D.=DESCRIPTION<br/>CD.=CALCULATED FROM DESCRIPTION<br/>CP.=CALCULATED FROM PLAT INFORMATION</p> <p>CUSTOMER'S ORDER NO. 920726</p> | <p><b>SKETCH OF SURVEY</b> CERTIFIED TO:</p> <p>RICHARD K. MASON<br/>MARCIA L. MASON<br/>FIRST AMERICAN TITLE INSURANCE COMPANY<br/>INDEPENDENCE ONE MORTGAGE CORPORATION</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>Boundary Survey</b></p> <p>I HEREBY CERTIFY that this SKETCH OF SURVEY is correct to the best of my knowledge and belief as surveyed under my direction, and that there are no visible encroachments except as shown. Survey meets minimum technical standards of Florida Board of Land Surveyors pursuant of Section 472.027 Florida Statutes.</p> <p>WILLIAM B. KISINGER<br/>PROFESSIONAL LAND SURVEYOR<br/>1103 W. Hibiscus Blvd.<br/>Suite # 311<br/>West Melbourne, FL 32904<br/>Office: (407) 768-8425<br/>Fax: (407) 768-1083</p> <p>FLA PLS #4491</p> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p><b>LEGAL DESCRIPTION</b></p> <p>(Furnished by client)</p> <p>SEE ABOVE</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p><b>SURVEYOR'S NOTES</b></p> <ol style="list-style-type: none"> <li>1. Reproductions of this sketch are not valid unless embossed by surveyor's seal.</li> <li>2. Land shown hereon was not abstracted for rights-of-way and/or easements not recorded on plat.</li> <li>3. Record plat basis of bearing.</li> <li>4. Elevations based on assumed data.</li> <li>5. All bearings &amp; distances are both plat and measured unless shown otherwise.</li> <li>6. This property is located in flood zone as determined from the Flood Insurance Rate Map of the Federal Emergency Management Agency effective April 3, 1989. ZONE X AS SCALED FROM FEMA MAP NUMBER 12009C 0443 E.</li> </ol> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p><b>FILE</b> SURVEY FIELD Date JULY 27 1992 WJBK</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>SECTION 13, TOWNSHIP 27 S. RANGE 36 E</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

ORDINANCE NO. 2025-24

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF 0.50± ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE MILLER LANE/TRIMBLE ROAD INTERSECTION, WEST OF LYTTON ROAD AND EAST OF TOLLEY AVENUE (953 MILLER LANE); PROVIDING FOR THE EXTENSION OF THE CORPORATE LIMITS AND BOUNDARIES THEREOF; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (ANNX2025-0001)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That in accordance with the provisions contained in Section 171.044, Florida Statutes, the following described property being situated in Brevard County, contiguous to the existing corporate limits and boundaries of the City of Melbourne, and being reasonably compact, is hereby annexed, established, organized into, and made a part of the City of Melbourne:

The South 76 feet of the following described property:

Beginning at the NW corner of Lot 48, INDIAN RIVER GROVES AND GARDENS, Section 13, Township 27 SOUTH, Range 36 East according to the plat thereof as filed in Plat Book 6, Page 85, Public Records of Brevard County, Florida, (said point being on the center line of public road); thence go Southerly along the W line of said Lot 48 a distance of 25 feet to the P.O.B. and being on the S line of said public road; thence continue Southerly along the W line of said Lot 48, 156.80 feet more or less (and being the NW corner of property described in Official Records Book 566, Page 105, public records of Brevard County, Florida) thence Easterly parallel to the S line of said Lot 48 a distance of 138 feet (and being the NE corner of property desc. in Official Records Book 566, Page 105); thence go Northerly parallel to the W line of Lot 48 a distance of 156.80 feet to the S line of public road; thence Westerly along said road to the Point of Beginning. (A/K/A the S 76 feet of the N 156.80 feet of the W 138 feet of Lot 48, exc road right of way)

AND

The North 80.80 feet of the following described property:

Beginning at the NW corner of Lot 48, INDIAN RIVER GROVES AND GARDENS, Section 13, Township 27 SOUTH, Range 36 East according to the plat thereof as filed in Plat Book 6, Page 85, Public Records of Brevard County, Florida, (said point being on

the center line of public road); thence go Southerly along the W line of said Lot 48 a distance of 25 feet to the P.O.B. and being on the S line of said public road; thence continue Southerly along the W line of said Lot 48, 156.80 feet more or less (and being the NW corner of property described in Official Records Book 566, Page 105, public records of Brevard County, Florida) thence Easterly parallel to the S line of said Lot 48 a distance of 138 feet (and being the NE corner of property desc. in Official Records Book 566, Page 105); thence go Northerly parallel to the W line of Lot 48 a distance of 156.80 feet to the S line of public road; thence Westerly along said road to the Point of Beginning. (A/K/A the N 80.80 feet of the W 138 feet of Lot 48, exc road right of way)

SECTION 2. That the corporate limits and boundary lines of the City of Melbourne shall be redefined to include the above property.

SECTION 3. That this ordinance has been published in accordance with F.S. 171.044(2) and 171.044(6), F.S. 50.011, F.S. 50.0311, and Section 2-3, Melbourne City Code.

SECTION 4. That the effective date of this annexation shall be June 23, 2025.

SECTION 5. That the City Clerk shall record this ordinance in the Public Records of Brevard County, Florida.

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the 27<sup>th</sup> day of May, 2025 and adopted on the second and final reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

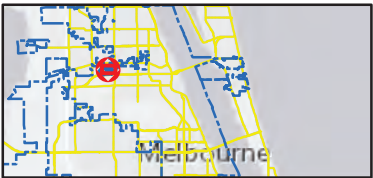
ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

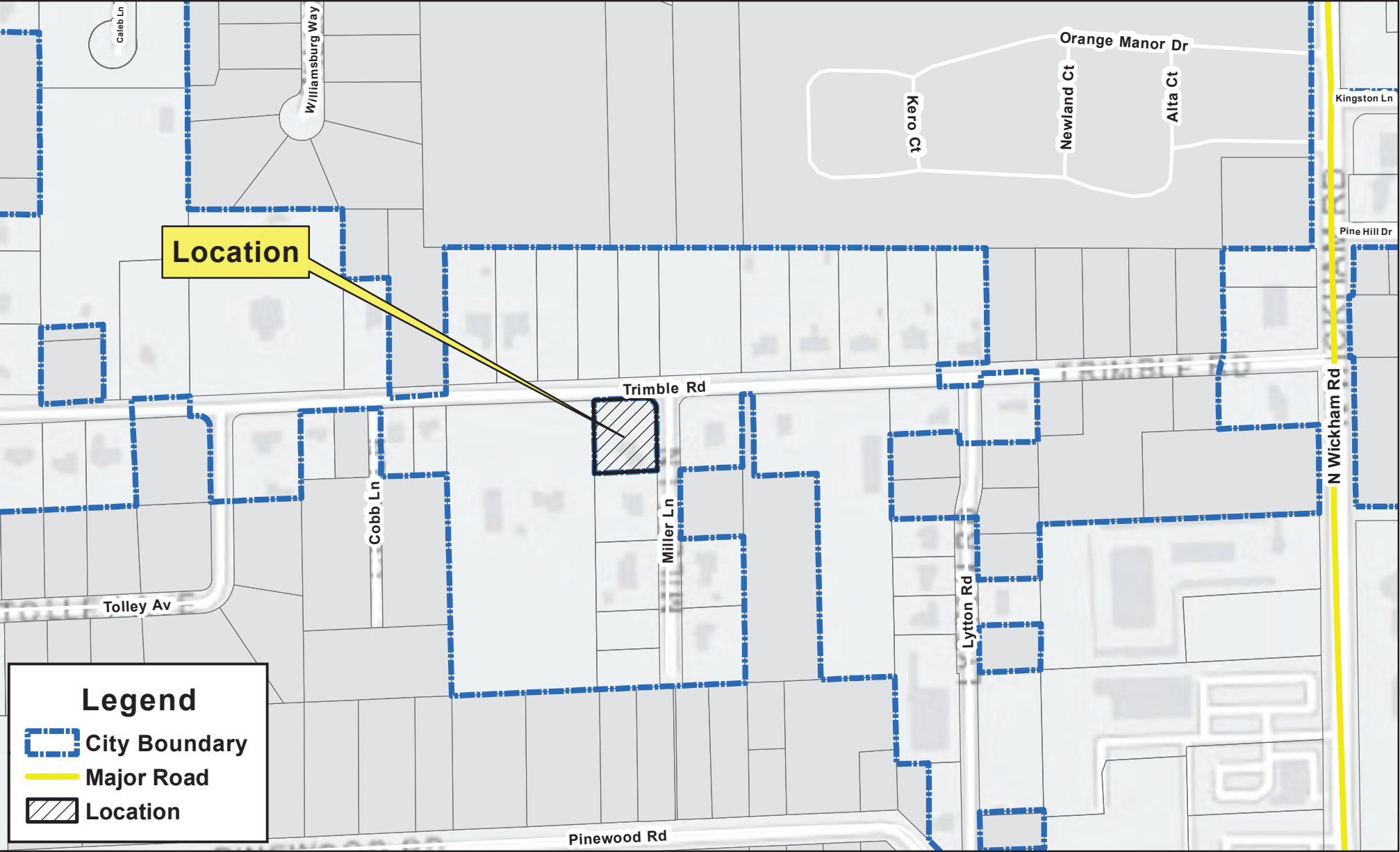
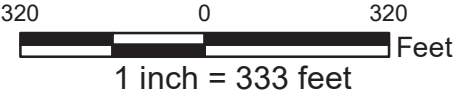
Attachment: Map

Ordinance No. 2025-24

953 MILLER LANE  
LOCATION MAP  
ANNX2025-0001 | MAP2025-0005 | MAP2025-0006



GIS Portal: <https://maps.mlbf.org/arcgis>  
ArcGIS Online: <https://mgis.maps.arcgis.com>



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including but not limited to, those arising from  
any User's use of the data provided herein.

ORDINANCE NO. 2025-25

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; MAKING FINDINGS; AMENDING APPENDIX D, CHAPTER 4, SECTION 4.04 OF THE CITY CODE; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY ESTABLISHING A LOW-DENSITY RESIDENTIAL FUTURE LAND USE MAP CLASSIFICATION ON 0.50+ ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE MILLER LANE/TRIMBLE ROAD INTERSECTION, WEST OF LYTTON ROAD AND EAST OF TOLLEY AVENUE (953 MILLER LANE); PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2025-0005)

WHEREAS, after careful review and a public hearing before the Local Planning Agency, the Local Planning Agency has recommended approval of the amendment to the Comprehensive Plan; and

WHEREAS, the City Council has received comments from the public and held public hearings on May 27 and June 10, 2025, with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the City Council hereby determines that the intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water and other resources; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics and general welfare; prevent the overcrowding of land; avoid the undue concentration of population; provide adequate and energy efficient transportation, water, sewage, drainage, fire protection, law enforcement and other services, facilities and resources; and conserve and protect natural resources within the City while protecting private property rights.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Appendix D, Chapter 4, Section 4.04 of the City Code of Melbourne is hereby amended to read as follows:

#### Sec. 4.04. Adoption of comprehensive plan.

The city's comprehensive plan consists of the one volume book adopted by Ordinance No. 2009-48 on January 12, 2010 entitled Comprehensive Plan - City of Melbourne, January 2010; which comprehensive plan includes ten elements entitled Future Land Use, Public School Facilities, Transportation, Housing, Infrastructure, Coastal Management, Conservation, Recreation and Open Space, Intergovernmental Coordination, and Capital Improvements, an introduction/definition section, and a map atlas, together with amendments adopted by Ordinance No. 2010-10, adopted March 9, 2010; Ordinance No. 2010-28, adopted July 13, 2010; Ordinance No. 2010-31 and Ordinance No. 2010-32, adopted June 22, 2010; Ordinance No. 2010-54 and Ordinance No. 2010-57, adopted December 14, 2010; Ordinance No. 2011-22, Ordinance No. 2011-24, and Ordinance No. 2011-25, adopted July 12, 2011; Ordinance No. 2011-43, adopted September 20, 2011; Ordinance No. 2011-48, adopted October 11, 2011; Ordinance No. 2012-03, adopted January 24, 2012; Ordinance No. 2012-08, adopted February 28, 2012; Ordinance No. 2012-16, adopted April 24, 2012; Ordinance No. 2013-14, Ordinance No. 2013-16, Ordinance No. 2013-17, and Ordinance No. 2013-18 adopted March 26, 2013; Ordinance No. 2013-28, adopted April 23, 2013; Ordinance No. 2013-40, adopted June 25, 2013; Ordinance No. 2013-56 adopted October 22, 2013; Ordinance No. 2013-63, adopted December 10, 2013; Ordinance No. 2014-01 and Ordinance No. 2014-05, adopted January 28, 2014; Ordinance No. 2014-22, Ordinance No. 2014-23, and Ordinance No. 2014-25, adopted May 13, 2014; Ordinance No. 2014-37, adopted July 8, 2014; Ordinance No. 2014-49, adopted September 11, 2014; Ordinance No. 2014-61 and Ordinance No. 2014-64, adopted November 11, 2014; Ordinance No. 2015-19, adopted May 26, 2015; Ordinance No. 2015-21, adopted June 9, 2015; Ordinance No. 2015-24, adopted July 14, 2015; Ordinance No. 2015-36, Ordinance No. 2015-38, and Ordinance No. 2015-41, adopted September 8, 2015; Ordinance No. 2016-11 and Ordinance No. 2016-12, adopted March 8, 2016; Ordinance No. 2016-31 and Ordinance No. 2016-38, adopted June 14, 2016; Ordinance No. 2016-40, adopted July 12, 2016; Ordinance No. 2016-47, adopted July 26, 2016; Ordinance No. 2016-59, adopted September 15, 2016; Ordinance No. 2016-64, adopted September 29, 2016; Ordinance No. 2016-06, adopted October 11, 2016; Ordinance No. 2016-69, adopted October 25, 2016; Ordinance No. 2016-76, adopted January 10, 2017; Ordinance No. 2017-03, adopted February 14, 2017; Ordinance No. 2017-08, adopted February 28, 2017; Ordinance No. 2017-18, adopted April 11, 2017; Ordinance No. 2017-34, adopted July 25, 2017; Ordinance No. 2017-47, adopted October 10, 2017; Ordinance No. 2017-58 and Ordinance No. 2017-61, adopted December 12, 2017; Ordinance No. 2018-06 and Ordinance No. 2018-09, adopted February 27, 2018; Ordinance No. 2018-23, adopted May 22, 2018; Ordinance No. 2018-21, adopted July 10, 2018; Ordinance No. 2018-31, adopted August 14, 2018; Ordinance No. 2018-51, Ordinance No. 2018-54, and Ordinance No. 2018-57, adopted November 27, 2018; Ordinance No. 2019-09, adopted February 26, 2019; Ordinance No. 2019-24, adopted April 23, 2019; Ordinance No. 2019-42 and Ordinance No. 2019-43, adopted September 25, 2019; Ordinance No. 2020-02, Ordinance No. 2020-05, Ordinance No. 2020-08 and Ordinance No. 2020-13, adopted January 28, 2020; Ordinance No. 2020-19, adopted February 25, 2020; Ordinance No. 2020-25, adopted March 24, 2020; Ordinance No. 2020-39, adopted August 11, 2020; Ordinance No. 2021-15, adopted March 23, 2021; Ordinance No. 2021-24 and Ordinance No. 2021-27, adopted July 13, 2021; Ordinance No. 2021-33, adopted July 27, 2021; Ordinance No. 2021-46, adopted October 26, 2021; Ordinance No. 2022-03, adopted February 8, 2022; Ordinance No. 2022-10 and Ordinance No. 2022-13, adopted April 12, 2022; Ordinance No. 2022-14, adopted April 26,

2022; Ordinance No. 2022-19 and Ordinance No. 2022-22, adopted May 24, 2022; Ordinance No. 2022-36, adopted August 23, 2022; Ordinance No. 2022-39, adopted September 13, 2022; Ordinance No. 2022-44, adopted October 25, 2022; Ordinance No. 2022-50 and Ordinance No. 2022-53, adopted November 22, 2022; Ordinance No. 2023-01, adopted January 24, 2023; Ordinance No. 2023-09, adopted March 28, 2023; Ordinance No. 2023-12, adopted April 11, 2023; Ordinance No. 2023-20, adopted June 13, 2023; Ordinance No. 2023-31, adopted October 24, 2023; Ordinance No. 2024-02 and Ordinance No. 2024-05, adopted January 23, 2024; Ordinance No. 2024-14 and Ordinance No. 2024-16, adopted March 26, 2024; Ordinance No. 2024-25, adopted May 28, 2024; Ordinance No. 2024-35, adopted June 11, 2024; Ordinance No. 2024-41, adopted August 13, 2024; Ordinance No. 2024-50, adopted September 11, 2024; Ordinance No. 2024-54, adopted September 25, 2024; Ordinance No. 2024-58, adopted October 8, 2024; Ordinance No. 2024-62 and Ordinance No. 2024-65, adopted October 22, 2024; Ordinance No. 2025-02, adopted January 28, 2025; Ordinance No. 2025-11, adopted March 11, 2025; Ordinance No. 2025-14, adopted March 25, 2025; ~~and~~ Ordinance No. 2025-20 and Ordinance No. 2025-21, adopted April 22, 2025; and Ordinance No. 2025-25, adopted June 10, 2025.

SECTION 2. That the attached Exhibit “A” is incorporated herein by this reference and is hereby adopted as an amendment to the official Comprehensive Plan for the City. Amendment MAP2025-0005 consists of an amendment to the Future Land Use Map by establishing a Low-Density Residential Future Land Use Map classification on 0.50± acres of property located at the southwest corner of the Miller Lane/Trimble Road intersection, west of Lytton Road and east of Tolley Avenue (953 Miller Lane).

SECTION 3. Severability Clause. That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4. That this ordinance shall become effective as provided by general law.

SECTION 5. That this ordinance was passed on the first reading at a regular meeting of the City Council on the 27<sup>th</sup> day of May, 2025 and adopted on second/final reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

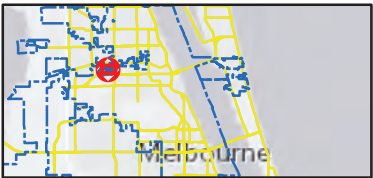
ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

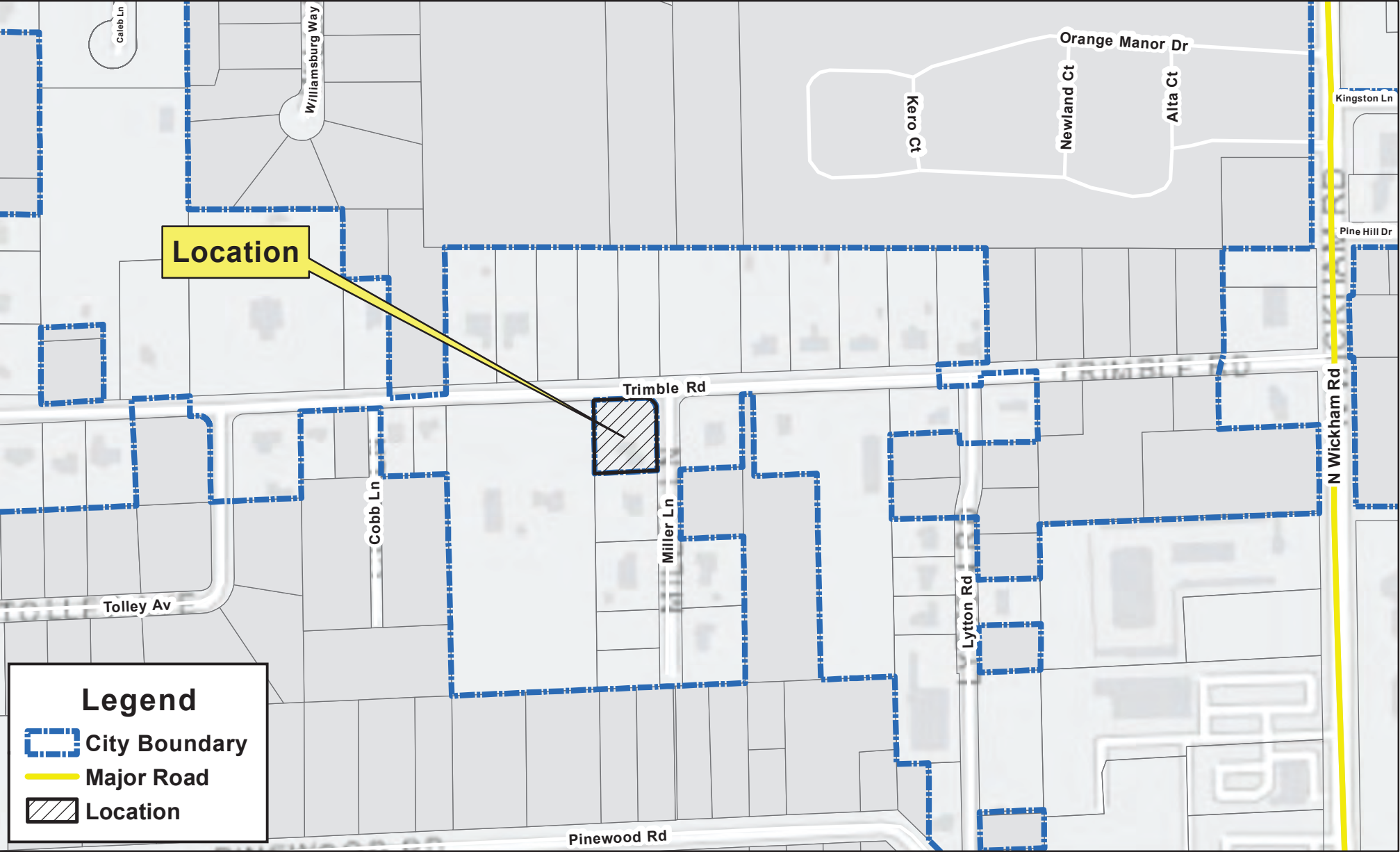
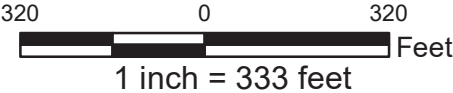
Attachment: Exhibit "A"

Ordinance No. 2025-25

953 MILLER LANE  
LOCATION MAP  
ANNX2025-0001 | MAP2025-0005 | MAP2025-0006



GIS Portal: <https://maps.mlbf.org/arcgis>  
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property records or mapping data provided herein.

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY ESTABLISHING R-1A (SINGLE-FAMILY LOW-DENSITY RESIDENTIAL) ZONING ON 0.50± ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF THE MILLER LANE/TRIMBLE ROAD INTERSECTION, WEST OF LYTTON ROAD AND EAST OF TOLLEY AVENUE (953 MILLER LANE); PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2025-0006).

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by establishing R-1A (Single-Family Low-Density Residential) zoning on 0.50± acres of property located at the southwest corner of the Miller Lane/Trimble Road intersection, west of Lytton Road and east of Tolley Avenue (953 Miller Lane). The property is described as:

The South 76 feet of the following described property:  
Beginning at the NW corner of Lot 48, INDIAN RIVER GROVES AND GARDENS, Section 13, Township 27 SOUTH, Range 36 East according to the plat thereof as filed in Plat Book 6, Page 85, Public Records of Brevard County, Florida, (said point being on the center line of public road); thence go Southerly along the W line of said Lot 48 a distance of 25 feet to the P.O.B. and being on the S line of said public road; thence continue Southerly along the W line of said Lot 48, 156.80 feet more or less (and being the NW corner of property described in Official Records Book 566, Page 105, public records of Brevard County, Florida) thence Easterly parallel to the S line of said Lot 48 a distance of 138 feet (and being the NE corner of property desc. in Official Records Book 566, Page 105); thence go Northerly parallel to the W line of Lot 48 a distance of 156.80 feet to the S line of public road; thence Westerly along said road to the Point of Beginning. (A/K/A the S 76 feet of the N 156.80 feet of the W 138 feet of Lot 48, exc road right of way)

AND

The North 80.80 feet of the following described property:  
Beginning at the NW corner of Lot 48, INDIAN RIVER GROVES AND GARDENS, Section 13, Township 27 SOUTH, Range 36 East according to the plat thereof as filed in Plat Book 6, Page 85, Public Records of Brevard County, Florida, (said point being on the center line of public road); thence go Southerly along the W line of said Lot 48 a distance

of 25 feet to the P.O.B. and being on the S line of said public road; thence continue Southerly along the W line of said Lot 48, 156.80 feet more or less (and being the NW corner of property described in Official Records Book 566, Page 105, public records of Brevard County, Florida) thence Easterly parallel to the S line of said Lot 48 a distance of 138 feet (and being the NE corner of property desc. in Official Records Book 566, Page 105); thence go Northerly parallel to the W line of Lot 48 a distance of 156.80 feet to the S line of public road; thence Westerly along said road to the Point of Beginning. (A/K/A the N 80.80 feet of the W 138 feet of Lot 48, exc road right of way)

SECTION 2. That this amendment shall not become effective until it has been recorded on the Official Zoning Map of the City of Melbourne and shall become effective immediately after City of Melbourne Ordinance No. 2025-25 becomes effective (the ordinance that establishes the Future Land Use).

SECTION 3. That this ordinance was passed on the first reading at a regular meeting of the City Council on the 27<sup>th</sup> day of May, 2025 and adopted on the second and final reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-26



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                       |
|--------------------------------------------|-----------------------|
| Department:                                | Community Development |
| Presenter:                                 | Cindy Dittmer         |
| Council District:                          | N/A                   |
| Reading Number:                            | 2                     |
| Quasi-judicial Item (Disclosure Required): | No                    |
| Public Hearing:                            | Yes                   |
| Item Number:                               | B.10.                 |

**Subject:**

Ordinance No. 2025-27, Zoning Text Amendment Request (TEXT2025-0010) Accessory Dwellings in REU Zoning

**Background/Consideration:**

This is the second reading of an ordinance amending City Code, Appendix B, Article V, and Article VI, as it relates to accessory dwellings in the REU Zoning District.

Earlier this year, City Council adopted an ordinance to allow a mobile home as a permitted accessory dwelling unit in the AEU zoning, subject to the use standards for accessory dwellings located in Appendix B, Article VI, Section 1(A) (Ordinance No. 2025-05).

At the April 8, 2025 City Council meeting, staff was directed to draft changes to allow a mobile home as an accessory dwelling unit in the REU zoning, as a way to resolve recent conflicts between rural residential property owners on a rezoning request to allow for the permanent accessory use of a mobile home on a 3.6±-acre property.

The proposed ordinance would make the same allowance within the REU zoning district, including a minimum acreage requirement of at least 2.5 acres (which is the same as the minimum lot size permitted within the AEU zoning). Within the use standards for accessory dwellings, staff has added language to increase the setbacks for the installation of any accessory mobile home to all property lines, utilizing the same setback requirements recently adopted for the AEU zoning.

On May 1, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the proposed ordinance.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Approval of Ordinance No. 2025-27, based upon the findings contained in the Planning and Zoning Board memorandum.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Cindy Dittmer, AICP, Community Development Director  
**From:** Cheryl A. Dean, AICP, Planning Manager  
**Re:** **Zoning Text Amendment (TEXT2025-0010): Accessory Dwellings in REU Zoning**  
**Date:** May 15, 2025

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### Owner/Applicant/Representative

➤ City of Melbourne

### Proposed Actions

Amend City Code, Part III, Appendix B, Article V, Section 2(F), Standards for REU; and Article VI, Section 1(A), Accessory Dwellings; as it relates to accessory dwellings in the REU Zoning District.

### Location

This action shall apply to all properties zoned REU in the City of Melbourne.

### History

Following is the history of the REU zoning:

- 2004: City Council adopted a new zoning category, called Rural Estate Use, Single-Family Residential District (REU), (Z-2004-983AD/Ordinance No. 2004-37).
- 2005: City Council adopted a complete recodification of the Zoning Code (Z-2005-1043AD /Ordinance No. 2005-120).
- 2015: City Council adopted changes to overlay zoning and accessory uses and structures, including accessory dwellings (Z-2015-1219AD/Ordinance No. 2015-35).

At their April 8, 2025 meeting, City Council directed staff to draft changes to allow a mobile home as an accessory dwelling unit in the REU zoning, as a way to resolve recent conflicts between rural residential property owners on a rezoning request to allow for the permanent accessory use of a mobile home on a 3.6±-acre property.

### **Purpose of Establishing REU zoning district - 2004**

In 2004, residents who had been recently annexed, or contemplated annexation into the City of Melbourne, expressed concerns about the differences in the City's Zoning Code requirements versus Brevard County's Zoning Code requirements. Although most of these concerns regarded the ability to maintain horses or certain rural residential uses on larger acreage properties located further away from, the city center, the residents were generally concerned about unforeseen issues arising due to their annexation into the City that would overly restrict their property rights. The REU zoning was then adopted and modeled after the County's RR-1 zoning. Additionally, the AEU zoning was adopted and modeled after the county AU zoning.

### **REU – current allowances/prohibitions**

The REU zoning is a rural residential district that also allows single-family residential uses with a minimum lot size of one acre. In a layout similar to the city's other residential zoning categories, REU is broken into: principal uses and structures, accessory uses and structures, conditional uses permissible by the city council, and prohibited uses and structures.

Mobile homes are currently not permitted within the REU zoning; however, in 2004, a "dwelling, mobile home" was permitted as a principal use or an accessory use in the AEU zoning with minimum acreage requirements and setbacks to all property lines. In 2015, code amendments were adopted to eliminate a mobile home as an allowable principal use in the AEU section of City Code (Appendix B, Article V, Section 2(E)). In addition, the use of a mobile home as an accessory dwelling unit in AEU zoning was eliminated from City Code (Appendix B, Article VII, Section 2(C)). The result of these changes to City Code limited a mobile home to property zoned R-2T and located within a mobile home park.

Earlier this year, City Council adopted an ordinance to allow a mobile home as a permitted accessory dwelling unit in the AEU zoning, subject to the use standards for accessory dwellings located in Appendix B, Article VI, Section 1(A) (Ordinance 2025-05). The proposed ordinance would make the same allowance within the REU zoning district.

### **Proposed code provisions:**

Staff has prepared zoning code text amendment changes to Article V, Section 2(F), establishing a mobile home as a permitted accessory dwelling unit in the REU zoning, subject to the use standards for accessory dwellings located in Appendix B, Article VI, Section 1(A), including a minimum acreage requirement of at least 2.5 acres (which is the same as the minimum lot size permitted within the AEU zoning). Within the use standards for accessory dwellings, staff has added language to increase the setbacks for the installation of any accessory mobile home to all property lines, utilizing the same setback requirements recently adopted for the AEU zoning. The text amendment language is attached to the staff memorandum.

### **Planning & Zoning Board Action**

On May 1, 2025 following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the proposed requests.

**Recommendation**

Approval of the ordinance based upon the findings contained in the Planning & Zoning Board memorandum.

## Memorandum

**To:** Mayor and Council

**From:** Milo Zonka, Acting Chair, Planning and Zoning Board

**Re:** **Finding of Consistency (FOC2025-0002), and Zoning Text Amendment (TEXT2025-0010): Accessory Dwellings in REU Zoning**

**Date:** May 2, 2025

**Applicant:** City of Melbourne

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The Planning and Zoning Board, at its regular scheduled meeting of May 1, 2025, reviewed the above Finding of Consistency and Text Amendment requests.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of FOC2025-0002 and TEXT2025-0010 to amend City Code, Amend City Code, Part III, Appendix B, Article V, Section 2(F), Standards for REU; and Article VI, Section 1(A), Accessory Dwellings; as it relates to accessory dwellings in the REU Zoning District.

The recommendation of the Planning and Zoning Board is based upon the following findings:

### Findings for the Proposed Text Amendment

1. The proposed modifications to City Code are consistent with the goals and objectives of the Comprehensive Plan and will assist in the execution of policies within the Comprehensive Plan. The proposed revisions will implement policy language that address the use of a mobile home as an allowable accessory dwelling unit in the REU zoning district.
2. The proposed revisions are specifically consistent with Future Land Use Element Objective 1.22, which states the City shall maintain, amend and develop new land use and development regulations to implement the Comprehensive Plan. The proposed modifications will aid in the implementation of City Code requirements by refining the use standards for accessory dwellings to increase the setbacks from property lines for the installation of any accessory dwelling unit mobile home in the REU district and requiring the minimum lot size of 2.5 acres.
3. The proposal will have no adverse effect on the City's ability to provide adequate public services and facilities. The proposed changes assist in the implementation of City Code requirements regarding accessory mobile home dwelling units in the rural REU zoning district areas of the City.

4. The proposed changes will not significantly change the general character of the City, cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments as the revisions reinforce the administration of City Code requirements. Specifically, the proposed modifications will permit mobile home accessory dwelling units on large rural lots of at least 2.5 acres that are zoned for rural residential uses. This change will provide an additional accessory dwelling option in rural areas of Melbourne.
5. The subject modifications will make City Code more user-friendly to property owners, the development community, and City staff.
6. The proposed change is consistent with the City Code purpose of promoting the health, safety, education, cultural and economic welfare of the public by increasing the options for accessory dwelling units in rural residential areas of the City.

Respectively Submitted,

 for  
Milo Zonka, Acting Chair  
Planning and Zoning Board

ORDINANCE NO. 2025-27

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING REGULATIONS AND USE STANDARDS RELATED TO ACCESSORY DWELLINGS IN THE RURAL ESTATE USE (REU) ZONING DISTRICT; MAKING FINDINGS; AMENDING APPENDIX B OF THE CITY CODE, ENTITLED "ZONING"; AMENDING ARTICLE V, DISTRICT REGULATIONS; AMENDING ARTICLE VI, USE STANDARDS; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (FOC2025-0002/ TEXT2025-0010)

WHEREAS, Rural Estate Use (REU) zoning is a rural residential district that also allows single-family residential uses with a minimum lot size of one acre; and

WHEREAS, mobile homes are not currently permitted within the REU zoning district; and

WHEREAS, at its January 28, 2025 meeting, City Council adopted Ordinance No. 2025-05 to allow a mobile home as a permitted accessory dwelling in the Agricultural Estate Use (AEU) zoning district, subject to the use standards for accessory dwellings located in Appendix B, Article VI, Section 1(A); and

WHEREAS, at its April 8, 2025 meeting, staff was directed by City Council to draft changes to allow a mobile home as an accessory dwelling in the REU zoning district; and

WHEREAS, the proposed ordinance would make the same allowance within the REU zoning district, including a minimum acreage requirement of at least 2.5 acres; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed this ordinance at its meeting on May 1, 2025, conducted a public hearing with regard to this ordinance, and found same to be consistent with the City of Melbourne Comprehensive Plan; and

WHEREAS, the City Council hereby adopts the findings of the Planning and Zoning Board as its own and finds this ordinance to be in the promotion of the public health, safety, welfare, morals, public order and aesthetics of the community and the region.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the foregoing recitals are hereby incorporated herein as findings supporting adoption of this ordinance.

SECTION 2. That Appendix B of the City Code of Melbourne, Florida, is hereby amended to read as follows:

## **APPENDIX B. ZONING**

\* \* \* \*

### **ARTICLE V. DISTRICT REGULATIONS**

\* \* \* \*

Sec. 2. District use and dimensional standards.

\* \* \* \*

(F) *Standards for REU – Rural Real Estate Use, Single-Family Residential District.*

\* \* \* \*

(2) *Accessory used and structures.*

\* \* \* \*

(h) Dwellings, accessory, including mobile homes/manufactured homes, subject to the standards of article VI, section 1(A).

\* \* \* \*

### **ARTICLE VI. USE STANDARDS**

\* \* \* \*

Sec. 1. Residential uses.

(A) Accessory dwellings.

\* \* \* \*

(2) *Design standards for single-family dwelling properties located with in R-A, R-1AAA, R-1AA, R-1A, R-1B, R-2, R-3, REU, R-P, C-1A and C-1 zoning districts, and the*

CB-OZ or Eau Gallie art overlay zone (with one exception of C-E zoning, which is described in subsection (4) below).

\* \* \* \*

(b) *Requirements.* All accessory dwelling units must meet the following:

\* \* \* \*

2. Property size. Single-family properties must meet the following property size requirements to be permitted an accessory dwelling unit:
  - i. R-A, R-1AAA, R-1AA, R-1A, R-1B, R-2, R-3, R-1B, R-P, C-1A and C-1 zoning districts: minimum lot area of 14,520 square feet.
  - ii. ~~REU zoning~~, CB-OZ and Eau Gallie art overlay zone: No minimum.
  - iii. REU zoning district: No minimum, except that an accessory mobile home/manufactured home requires a minimum of 2.5 acres.

\* \* \* \*

(d) *Detached accessory dwelling units.* Detached accessory dwelling units must meet the following:

1. Setbacks.
  - i. For accessory dwellings 600 square feet or less, the structure must be located behind the principal dwelling and shall meet accessory structure setbacks defined in article VII, section 1.
  - ii. For accessory dwellings greater than 600 square feet, the structure shall meet principal structure setbacks defined in article V, section 2(D).
  - iii. Accessory mobile home/manufactured homes in the REU zoning district must meet the following setbacks:
    - a. Front: 50 feet;
    - b. Side corner: 50 feet;
    - c. Side interior: 30 feet; and
    - d. Rear: 40 feet.

\* \* \* \*

3. Character. The design, character, color and treatment of the detached accessory dwelling unit, including an accessory mobile home/manufactured home in the REU zoning district, should be as close as reasonably possible to those of the principal dwelling.

\* \* \* \*

#### SECTION 4. Severability and Interpretation.

(a) That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

(b) That in interpreting this ordinance, underlined words indicate additions to existing text and ~~stricken words~~ indicate deletions from existing text. Asterisks (\* \* \* \*) indicate an omission from the ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

SECTION 5. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 6. That this ordinance was passed on first reading at a regular meeting of the City Council on the 27<sup>th</sup> day of May, 2025, and adopted on the second and final reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-27

## **Business Impact Estimate**

**To:** Jenni Lamb, City Manager  
**Thru:** Cindy Dittmer, AICP, Community Development Director  
**From:** Cheryl A. Dean, AICP, Planning Manager  
**Date:** May 15, 2025  
**Re:** Ordinance No. 2025-27 – TEXT2025-0010

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### **Summary of the Proposed Ordinance**

This ordinance serves to allow a mobile home as an accessory dwelling unit in the REU (Rural Estate Use) zoning district. City Council passed an ordinance earlier this year that permits a mobile home as an accessory dwelling unit in the AEU zoning, provided that it complies with the use requirements for accessory dwelling units found in Appendix B, Article VI, Section 1(A) (Ordinance No. 2025-05). Within the REU zoning district, the same permission would be made by the proposed ordinance.

This estimate is provided in accordance with Section 166.041(4), Florida Statutes, and may be revised following its initial publication and prior to adoption of the proposed ordinance.

### **Estimate of Direct Economic Impact of the Proposed Ordinance on Private, For-Profit Businesses**

No businesses should incur compliance costs associated with this text amendment ordinance, as it only impacts property owners with REU zoning, wishing to have a mobile home on their 2.5±-acre property an additional accessory option.

A requesting property owner in REU zoning with at least 2.5± acres is gaining the benefit of being able to install a mobile home as an accessory dwelling option, which is not currently permitted in City Code. This option may be a more affordable way for a property owner to add an accessory dwelling unit based on the request.

### **Good Faith Estimate of Number of Businesses Likely to Be Impacted by the Proposed Ordinance**

There are no businesses which should be impacted by the proposed ordinance.



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                       |
|--------------------------------------------|-----------------------|
| Department:                                | Community Development |
| Presenter:                                 | Cindy Dittmer         |
| Council District:                          | NA                    |
| Reading Number:                            | 2                     |
| Quasi-judicial Item (Disclosure Required): | No                    |
| Public Hearing:                            | Yes                   |
| Item Number:                               | B.11.                 |

**Subject:**

Revocation of 10-year ad valorem tax exemption granted under Ordinance No. 2015-44 to L3Harris Technologies, Inc.

**Background/Consideration:**

This is a request to approve an ordinance for the revocation of the ad valorem tax exemption for L3Harris Technologies, Inc., based upon a request by the company to terminate the ad valorem tax exemption at 1025 W. NASA Boulevard.

Businesses that receive a property tax exemption through the City of Melbourne Ad Valorem Tax Exemption (AVT) Program are required to file an annual report with the City. In turn, annual reports from the businesses are evaluated to determine if the companies remain eligible for the exemption under Chapter 196, Florida Statutes and Chapter 54, Melbourne City Code. The evaluation is a review of the company's statutory status in meeting the definition of a new business or an expansion of an existing business, and examines if a company is fulfilling the representations made within their application for the exemption period. Primarily, a business is evaluated based upon new employment, average wages, and capital investment in relation to those commitment levels contained in the original application. The 2024 AVT Program report is included as part of this agenda item.

While L3Harris Technologies has satisfactorily complied with their capital investment, job creation, and wage commitments, the new capital investment was not recognized for tax assessment or eligible for tax exemption. The Brevard County Property Appraiser indicated that the capital investments in real property improvements made by L3 Harris are categorized as refurbishment/redecorating, and the new tangible personal property is leased equipment. As such, neither real property nor tangible personal property investments are recognized for tax purposes. However, Ordinance No. 2015-44 approving the exemption, remains active because the exemption never started. An exemption starts the first year the new capital improvements are recognized on the tax roll.

L3Harris has never received an exemption from the City of Melbourne for their capital investments, but they continued to file annual reports between 2016 and 2025. In 2025, they requested that the City terminate the exemption, so they would no longer need to file the report with the City.



**Fiscal/Budget Impact:**

There is no fiscal impact, because no taxes have been exempted on capital investments, nor are the capital investments eligible for future exemption.

**Requested Action:**

Approval of Ordinance No. 2025-28.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Cindy Dittmer, AICP, Community Development Director  
**From:** Doug Dombroski, AICP, Economic Development Manager  
**Re:** **Ad Valorem Tax Exemption Program 2024 Annual Report**  
**Date:** May 7, 2025

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## Executive Summary and Recommendations

As a condition of the Ad Valorem Tax Exemption Program, beneficiaries are required by Melbourne City Code to file an annual report detailing their year-end investment, employment levels, and salaries<sup>1</sup>. In turn, the annual reports are evaluated to determine how the businesses are progressing, as compared with the projections that were submitted in their original application. Additionally, the annual report verifies that each business has maintained the status of a new business, or expansion of existing business, as outlined in Section 196.012, Florida Statutes.

*Specifically, Community Development Staff recommendations are the following:*

Two businesses are eligible when evaluated under all performance criteria. Embraer and L3Harris maintain their designations as an *expansion of an existing business*, defined in Chapter 196.012, Florida Statutes. Further, these two businesses have made their investment consistent with representations made upon their applications. The jobs, wages, and capital investment of the businesses are evaluated, by determining if the business is fulfilling the intent of the commitments contained in the original application.

Although both businesses have remained eligible for exemption because of their performance measures, L3Harris Technologies, Inc., has requested to terminate their exemption, since their capital investment is not recognized as taxable or exemption eligible. Accordingly, the new investment by L3Harris has never been added to the tax roll by the Brevard County Property Appraiser (BCPA), nor has L3Harris received any tax exemptions under this economic development project.

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<sup>1</sup> Section 54-147(g) Of Melbourne City Code states that the applicant shall file a report annually and the ability to receive the exemption for the period granted in the originating ordinance is conditioned upon the applicant's ability to maintain a new business or the expansion of a business as defined in the conditions of their application. This evaluation of the annual report includes determination of performance consistency with the representations provided within the application, as approved by the originating ordinance.

The annual evaluation is within the investment period they are reporting, since it often takes more than one year to accomplish construction, hiring, property purchases, etc. The following chart demonstrates that the businesses have met all of the criteria and are in compliance to remain active:

| Business | Compliance Measures |       |         |              |            |
|----------|---------------------|-------|---------|--------------|------------|
|          | Jobs #              | Wages | Capital | City Program | FS 196.012 |
| Embraer  | yes                 | yes   | yes     | yes          | yes        |
| L3Harris | yes                 | yes   | yes     | yes          | yes        |

**Staff recommends the following:**

- ***Continuation of the tax exemption granted to Embraer Executive Aircraft, LLC.***
- ***Revocation of Ordinance No. 2015-44 that granted a ten-year ad valorem tax exemption to L3Harris Technologies, Inc., consistent with their request for termination.***

## **Detailed 2024 AVT Program Evaluation**

Staff requested and received AVT Annual Reports from the two businesses, which were granted an exemption through 2024, regardless of whether the business had completed their investment. Upon evaluation of the annual reports submitted, City staff provides a recommendation to continue, modify or cancel an exemption approved through the originating ordinance.

The City submitted these annual reports to the BCPAO for review of eligibility, and for the assignment of tax exemption figures. BCPAO's figures in the annual reports do not reflect the upcoming exemption that they will receive on their 2025 tax bill. The tax exemption figures are provided from the previous 2024 tax bills.

The 2024 AVT annual reports also serve as the business application for tax exemption in 2025. Staff's annual recommendation to continue, modify or cancel the exemption would affect the 2025 tax bills issued to the businesses. Staff review of performance finds that both businesses have met the program requirements (capital, jobs, wages) to continue exemption; however, L3Harris has no tax liability assigned by the BCPA. The BCPAO indicated that the capital investments in real property improvements made by L3Harris are categorized as refurbishment/redecorating, and the new tangible personal property is comprised of leased equipment. As such, neither real or tangible personal property investment is recognized for tax purposes.

L3Harris has never received an exemption for their capital investments but they have continued to file annual reports between 2016 to 2025. In 2025, they requested that the City terminate the exemption, so they would no longer need to file the annual report with the City.

Included with this report is a ten-year program spreadsheet, which contains the two current exemptions. The updated spreadsheet reflects the actual forgone taxes in each fiscal year (FY), resulting from the tax exemptions. Within the spreadsheet, staff provides the tax exemptions realized in FY 2024-2025, and estimates for the FY 2025-2026 tax bill; however, additional information regarding actual exemption amounts will likely change, after the Property Appraiser finalizes the tax roll with the approved millage rates<sup>2</sup>.

The following provides a summary of each business that received an exemption from City Council, including their commitments and performance:

### **Embraer Executive Aircraft Inc. (AKA Project Summit)**

➤ **Terms of Exemption**

- o 10-Year tax exemption on real and personal property as *Business Expansion*
  - Note there is also a separate grant agreement refunding the taxes for an additional five-year period beginning in year-11 (FY 2028)
- o Approved March 25, 2014

➤ **Projections as submitted upon application**

- o 600 net new employees over 4 years (Legacy Aircraft), from a base employment of 200 employees attributed to project “Jaguar” (Phenom Aircraft)
- o Base employment does not include the Engineering Design Center project “Red Line”
- o Average annual salary \$55,000
- o Capital investment estimated up to \$76 million

➤ **Current Status**

- o Embraer has completed their investment on this project.
- o A real property exemption began in FY 2017, and Embraer has received 8 years of exemption.
- o Combined real & tangible personal property exemption received in 2024 was \$172,732
- o Embraer received an extension on the hiring requirements of 600 employees to December 31, 2021
  - COVID related force majeure, State of Emergency Order 20-52
- o Embraer hired 686 new employees at the end of 2024
- o Embraer reports the average salary of new jobs at \$66,809

#### *Staff's Performance Evaluation, Embraer Executive Aircraft Inc. (Project Summit)*

Embraer has completed their investment related to this expansion project, with a combined \$26.36 million real and personal property tax value, according to the BCPAO. Embraer committed to hiring 600 new employees over a 4-year period. Due to COVID and the State's emergency order, Embraer received an employment extension by force

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<sup>2</sup> In addition to the assessed property tax values, the City of Melbourne will adopt the associated millage rate prior to October 1, 2025. The product of the assessed property value and the millage rate determines the actual amount of tax exemption each business receives.

majeure, to December 31, 2021. By the end of 2024, they had hired 686 new employees; therefore, Embraer has exceeded their hiring commitment. In addition, the average wage reported in 2025 of \$66,809 exceeds the average wage committed upon application.

***Staff recommends continuation of the tax exemption for Embraer Executive Aircraft, Inc.***

## **L3Harris Corporation (AKA Project Maple)**

- **Terms of Exemption**
  - o 10- year exemption on real and personal property
    - Primarily this is a retention project utilizing additional considerations in the program guidelines
  - o Tax incentive was approved on September 8, 2015
- **Projections as submitted upon application**
  - o 10 new jobs are pledged with an average annual salary of \$50,000
  - o A 240-employee job retention commitment at their NASA Boulevard location and 5,610 employees in Brevard County, having an average annual wage of at least \$54,649 (15% above the area-wide average)
  - o Combined capital investment of \$25 million real and personal property
- **Current Status**
  - o L3Harris completed \$25 million of capital investment in prior years. In 2025, they currently report the value of the capital expenditures as \$19.3 million<sup>3</sup>
    - \$15.7million real property and \$3.6 million tangible personal property
    - Note: Brevard County Property Appraiser does not report recognition of this investment in terms of taxation; therefore, there has been no property tax exemption provided.
  - o L3Harris has reported that they have retained 240 employees in the City of Melbourne NASA facility and hired an additional 260 new employees at the City of Melbourne NASA headquarters.
  - o Total FT employees within the City of Melbourne for all facilities is reported at 2,211 employees
  - o The average wage of the new employees reported by Harris is \$154,471
  - o As part of the 2024 annual report L3Harris has submitted a request to formally discontinue the AVT commitment

### **Staff's Performance Evaluation, L3Harris Technologies, Inc. (Project Maple)**

L3Harris indicates that they have completed their capital investment with renovations to their headquarter facilities on the Melbourne campus. The nature of the capital investment

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<sup>3</sup> The reported depreciated value at the end of 2024, is less than the real capital investment of \$25 M, previously reported by L3 Harris in prior years

in real property was categorized by the BCPAO as refurbishment and cosmetic improvements. In addition, tangible personal property was leased; therefore, the BCPAO did not assign new taxable value in the 2024 annual report.

The City of Melbourne has never exempted property taxes for this economic development project. L3Harris has requested that the 2024 reporting period is considered the final year of reporting and requested termination of the exemption approved under Ordinance No. 2015-44.

***Staff recommends termination of the tax exemption granted under Ordinance No. 2015-44 to L3Harris Technologies, Inc.***



May 8, 2025

Douglas Dombroski  
Economic Development Manager  
City of Melbourne  
900 E. Strawbridge Avenue  
Melbourne, FL 32901

**Re: Ad Valorem Tax Exemption AVT-2015-01 "Project Maple"**

Dear Mr. Dombroski,

L3Harris Technologies, Inc. requests termination of the tax exemption that was approved under Ordinance 2015-44 for AVT-2015-01 "Project Maple". Therefore, the 2024 Ad Valorem Tax Exemption Annual Report will be the final annual report submitted to the City of Melbourne.

Thank you for your assistance.

Regards,

A handwritten signature in black ink, appearing to read "KB", with a long horizontal line extending to the right.

Kimberly Brunson  
Director, Indirect Tax  
L3Harris Technologies, Inc.  
1025 W Nasa Blvd.  
MS C-41F  
Melbourne, FL 32901

ORDINANCE NO. 2025-28

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, REVOKING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION GRANTED TO L3HARRIS TECHNOLOGIES, INC., ADOPTED BY ORDINANCE NO. 2015-44; MAKING A FINDING THAT THE BUSINESS HAS INDICATED THE ECONOMIC DEVELOPMENT PROJECT IS COMPLETE, AND THE NEW CAPITAL INVESTMENT IS NOT ELIGIBLE FOR ASSESSMENT AND EXEMPTION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 8, 2015, L3Harris Technologies, Inc., formerly known as Harris Corporation, was granted a ten-year ad valorem tax exemption for new real property and tangible personal property investment located at 1025 West NASA Boulevard, within the City of Melbourne; and

WHEREAS, the application filed in support of the exemption indicated that L3Harris Technologies, Inc. would make a capital investment of approximately \$21 million, create 10 jobs, and retain 240 jobs, having an average salary of \$54,649 at their NASA Boulevard headquarters; and

WHEREAS, in 2025, L3Harris Technologies, Inc. reported a capital investment of \$19,319,202, and hiring 260 new employees with an average salary of \$154,471; thereby, L3Harris Technologies, Inc. has fulfilled the representations that were made upon application to the city; and

WHEREAS, the capital investment made in relation to this economic development project was not recognized as taxable and eligible for an exemption by the Brevard County Property Appraiser; therefore, L3Harris Technologies, Inc. has requested the termination of Ordinance No. 2015-44; and

WHEREAS, L3Harris Technologies, Inc. has not received a tax exemption from the City of Melbourne and the City of Melbourne is not seeking recovery of exempted taxes under Section 54-150, Melbourne City Code.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the ten-year economic development ad valorem tax exemption on new real property and tangible personal property granted to L3Harris Technologies, Inc. by Ordinance No. 2015-44 is hereby revoked.

SECTION 2. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 3. That this ordinance was passed on first reading at a regular meeting of the City Council on the 27<sup>th</sup> day of May, 2025, and adopted on the second and final reading at a regular meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-28



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                                      |
|--------------------------------------------|--------------------------------------|
| Department:                                | Engineering/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.12.                                |

**Subject:**

Task Order No. CHA 031 to the Continuing Contract for Professional Consulting Services with CHA Consulting, Inc., Winter Springs, FL for the Potable Water By-Product Disposal Discharge Permit Renewal.

**Background/Consideration:**

In 2021, the Florida Department of Environmental Protection (FDEP) issued the Joe Mullins Demineralization Concentrate Minor Discharge Permit to the City of Melbourne. This permit regulates the surface water disposal of the by-product of the reverse osmosis water treatment process. This permit is required to be renewed every five years. The current permit will expire April 8, 2026, and a permit renewal application package is required to be submitted six months prior to the expiration date.

The scope of work includes preparing the permit renewal application package. After review by the City, CHA will prepare a signed and sealed copy for submission to FDEP. In addition, CHA will respond to one Request for Additional Information.

The agenda materials provide additional details on the task order.

**Fiscal/Budget Impact:**

Funding is available in the Capital Improvement Project No. 34525 (Potable Water Byproduct Disposal Discharge Permit Renewal).

**Requested Action:**

Approval of Task Order No. CHA 031 to CHA Consulting, Inc., Winter Springs, FL for Professional Consulting Services for Potable Water By-Product Disposal Discharge Permit Renewal, Project No. 34525, in the amount of \$51,610.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** James Ennis, City Engineer  
**From:** Jennifer Spagnoli, Public Works & Utilities Director   
**Date:** May 23, 2025  
**Re:** Task Order No. CHA 031 for Potable Water By-Product Disposal Discharge Permit Renewal

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This is a request for approval and execution of Task Order CHA 031 to the CHA Consulting (CHA) continuing contract for the hydraulic modeling and permitting services associated with the Potable Water Byproduct Disposal Discharge Permit Renewal.

### Background

In 2021, the Florida Department of Environmental Protection (FDEP) issued the Joe Mullins Demineralization Concentrate NPDES Minor Discharge Permit to the City of Melbourne. This permit regulates the surface water disposal of the by-product of the reverse osmosis water treatment process. This permit is required to be renewed every five years. The current permit will expire April 8, 2026, and a permit renewal application package is required to be submitted six months prior to the expiration date. The permit application fee of \$6,000 will be paid by the City and is not included in this Task Order.

### Scope of Services

The scope of work includes preparing NPDES permit renewal application package to include preparation of a first draft to the City for review and comment. After review by the City, CHA will prepare a signed and sealed copy for submission to FDEP. In addition, CHA will respond to one Request for Additional Information (RAI) from FDEP.

### Compensation and Schedule

Task Order No. CHA 031 is for a lump sum amount of \$51,610. The work will be completed within 180 days of Notice to Proceed.

### Funding

Funding is available in Capital Improvement Project No. 34525 (Potable Water Byproduct Disposal Discharge Permit Renewal).

### Recommendation

Recommend approval and execution of Task Order No. CHA 031 in the amount of \$51,610.

May 23, 2025

|                  |        |
|------------------|--------|
| TASK ORDER NO.   | CHA031 |
| PROJECT NO.      | 01515  |
| CITY PROJECT NO. |        |

CONTINUING CONTRACT FOR  
PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING  
AND PERMITTING CONSULTING SERVICES  
between  
THE CITY OF MELBOURNE  
and  
CHA CONSULTING, INC.

This Task Order made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES, dated June 13, 2018, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and CHA Consulting, Inc., of Winter Springs, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain PROFESSIONAL ENGINEERING SERVICES as outlined in the attached SCOPE OF SERVICES for **POTABLE WATER BY-PRODUCT DISPOSAL DISCHARGE PERMIT RENEWAL**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES.

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within **180** calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, a time and material, not to exceed basis, fee amount up to **\$51,610** without prior approval from the CITY. Any additional work under this Phase,

authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES. All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Approved by City Engineer  
as to content:

\_\_\_\_\_  
James Ennis, P.E.

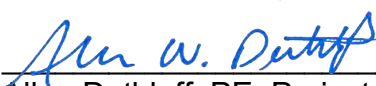
CITY OF MELBOURNE, FLORIDA  
Acting by and through its City Council

\_\_\_\_\_  
Jenni Lamb, City Manager

ATTEST:

\_\_\_\_\_  
Kevin McKeown City Clerk  
(SEAL)

CHA CONSULTING, INC.

  
\_\_\_\_\_  
Allen Dethloff, PE, Project Team Leader

## **SCOPE OF SERVICES & FEE**

### **Potable Water By-Product Disposal Discharge Permit Renewal**

**May 16, 2025**

**Owner: City of Melbourne (City)**  
**Consultant: CHA Consulting, Inc. (CHA)**

#### **I. INTRODUCTION**

The City of Melbourne (City) supplies drinking water to approximately 180,000 people on a daily basis via its surface water treatment plant (WTP) and its ground water reverse osmosis (RO) WTP. In order to fully utilize its RO facility, the City must dispose of the concentrate continuously. In 2021, the City renewed the National Pollutant Discharge Elimination System (NPDES) permit (FL0043443) from the Florida Department of Environmental Protection (FDEP), which allows for the discharge of RO concentrate in the Eau Gallie River. The NPDES permit will expire on April 8, 2026, and a permit renewal application package is required to be submitted to FDEP six (6) months prior to the expiration of the permit (*i.e.*, by October 7, 2025).

The City has retained CHA Consulting, Inc. (CHA) to provide specialized services to renew the NPDES permit.

#### **II. SCOPE OF SERVICES**

The scope of this project is set forth in the following services:

##### **TASK 1 – PROJECT ADMINISTRATION**

CHA will prepare and attend a virtual project “kick-off” meeting to discuss the project goals and objectives, identify roles and assignments, and review the project schedule and deliverables.

CHA will conduct one (1) virtual progress meeting with the City and other representatives as appropriate. CHA will prepare and submit a progress meeting agenda for the meeting. CHA will prepare progress reports and invoices to be submitted on a monthly basis, or as requested by the City for the duration of the project.

## **TASK 2 – PERMIT RENEWAL APPLICATION**

### Data Request

CHA will prepare a data request to acquire the necessary information and documents from the City to prepare an NPDES permit renewal application package for the RO concentrate discharge into the Eau Gallie River. The data request will include, but is not limited to, the following from January 2020 to present: DMRs (in Excel format), biannual toxicity results, annual bio-assessments results, and raw water quality data.

CHA will prepare a list of additional sampling and analytical parameters to be documented as required for the permit renewal application. It is assumed that the City will pay for the laboratory analyses.

### Engineering Report

CHA will gather and compile the information necessary for the permit renewal application into an Engineering Report. This information includes but is not limited to a topographic map, concentrate discharge flow diagram, discharge flow figure, raw water quality, compliance with surface water quality permit limits, and the conditions of the outfall diffuser. The report will state whether or not the City is expected to be in compliance with the permit requirements based on historical data.

### Application Package

CHA will prepare the NPDES permit renewal application for the Joe Mullins RO WTP. The draft NPDES permit application package will consist of the documents and supporting material typically required and expected by the agency including FDEP forms 62-620.910(1) (Form 1), FDEP Form 62-620.910(18) (Form 2DC), the Engineering Report, and a permit application fee of \$6,000 (it is understood that the City will pay for the permit application fee).

CHA will submit a first draft of the permit application package to the City for review and comment. CHA will then provide the City with the second draft of the permit application after incorporating applicable comments from the City.

Once provided with review and comments for the second draft application, CHA will prepare a signed and sealed electronic copy for submission to FDEP.

### RAI

CHA will respond to one (1) Request for Additional Information (RAI) from FDEP if additional information is required to clarify the initial permit application package. Other additional information requests related to modeling or not part of the initial package will be provided under another scope of services, if necessary.

Deliverables:

- Draft Permit Application Package (PDF file)
- Final Permit Application Package (PDF file)

### III. COMPENSATION

The City shall compensate CHA for the professional services set forth in this scope of services (Task 1 through Task 2) on a lump sum basis for a not-to-exceed fee of fifty-one thousand and six hundred and ten dollars (\$51,610). The total project budget is summarized in the table below.

| <b>Task</b>                         | <b>Total</b>    |
|-------------------------------------|-----------------|
| TASK 1 – PROJECT ADMINISTRATION     | \$9,030         |
| TASK 2 – PERMIT RENEWAL APPLICATION | \$42,580        |
| <b>TOTAL</b>                        | <b>\$51,610</b> |

### IV. SCHEDULE

The schedule for the permitting efforts for this project are defined below:

| <b>Task</b>                         | <b>Schedule</b> |
|-------------------------------------|-----------------|
| TASK 1 – PROJECT ADMINISTRATION     | Ongoing         |
| TASK 2 – PERMIT RENEWAL APPLICATION | October 7, 2025 |

### V. CITY RESPONSIBILITIES

The City will be responsible for the following:

1. NPDES permit renewal fee.
2. Laboratory analysis fees.
3. Providing requested data as documented in scope of services.
4. Participating in technical reviews, meetings and workshops, and policy decisions as required.

Potable Water By-Product Disposal Discharge Permit Renewal  
City of Melbourne  
5/16/2025

| TASK DESCRIPTION                    | Quality Control Lead (QA/QC) |         | Client Services Manager |         | Senior Project Manager I |          | Project Engineer IV |          | Senior Administrator |       | Subtotal | Subtotal Hours | Hourly Rate |
|-------------------------------------|------------------------------|---------|-------------------------|---------|--------------------------|----------|---------------------|----------|----------------------|-------|----------|----------------|-------------|
|                                     | Rate = \$275                 |         | Rate = \$240            |         | Rate = \$215             |          | Rate = \$150        |          | Rate = \$90          |       |          |                |             |
|                                     | HOURS                        | Cost    | HOURS                   | Cost    | HOURS                    | Cost     | HOURS               | Cost     | HOURS                | Cost  | Cost     |                |             |
|                                     |                              |         |                         |         |                          |          |                     |          |                      |       |          |                |             |
| TASK 1 - Project Admin              | 8                            | \$2,200 | 9                       | \$2,160 | 16                       | \$3,440  | 4                   | \$600    | 7                    | \$630 | \$9,030  | 44             | \$205.23    |
| 1.1 - Kick-off meeting              | 4                            | \$1,100 | 4                       | \$960   | 4                        | \$860    | 2                   | \$300    | 1                    | \$90  | \$3,310  | 15             | \$220.67    |
| 1.2 - Progress Meeting              | 2                            | \$550   | 2                       | \$480   | 4                        | \$860    | 2                   | \$300    |                      | \$0   | \$2,190  | 10             | \$219.00    |
| 1.3 - Progress Reports and Invoices | 2                            | \$550   | 2                       | \$480   | 4                        | \$860    |                     | \$0      | 6                    | \$540 | \$2,430  | 14             | \$173.57    |
| 1.4 - Scope/PMP/Closeout            |                              | \$0     | 1                       | \$240   | 4                        | \$860    |                     | \$0      |                      | \$0   | \$1,100  | 5              | \$220.00    |
| TASK 2 - Permit Renewal             | 20                           | \$5,500 | 0                       | \$0     | 72                       | \$15,480 | 144                 | \$21,600 | 0                    | \$0   | \$42,580 | 236            | \$180.42    |
| 2.1 - Data Request                  | 2                            | \$550   |                         | \$0     | 8                        | \$1,720  | 16                  | \$2,400  |                      | \$0   | \$4,670  | 26             | \$179.62    |
| 2.2 - Engineering Report            | 8                            | \$2,200 |                         | \$0     | 40                       | \$8,600  | 80                  | \$12,000 |                      | \$0   | \$22,800 | 128            | \$178.13    |
| 2.3 - Application Package           | 2                            | \$550   |                         | \$0     | 8                        | \$1,720  | 16                  | \$2,400  |                      | \$0   | \$4,670  | 26             | \$179.62    |
| 2.4 - Revision                      | 4                            | \$1,100 |                         | \$0     | 8                        | \$1,720  | 16                  | \$2,400  |                      | \$0   | \$5,220  | 28             | \$186.43    |
| 2.5 - RAI                           | 4                            | \$1,100 |                         | \$0     | 8                        | \$1,720  | 16                  | \$2,400  |                      | \$0   | \$5,220  | 28             | \$186.43    |
| BUDGET TOTALS                       | 28                           | \$7,700 | 9                       | \$2,160 | 88                       | \$18,920 | 148                 | \$22,200 | 7                    | \$630 | \$51,610 | 280            |             |
| Percent Breakdown                   | 15%                          |         | 4%                      |         | 37%                      |          | 43%                 |          | 1%                   |       |          | 100%           |             |

|                            |  |  |
|----------------------------|--|--|
| TOTAL SUM FEE COMPUTATIONS |  |  |
| CHA Labor                  |  |  |
| Other Direct Costs (ODCs)  |  |  |
| Subconsultants             |  |  |
| Total Lump Sum Fee         |  |  |

|           |                |                 |
|-----------|----------------|-----------------|
| Total ODC | Sub Consultant | TOTAL TASK COST |
| Cost      | Cost           |                 |
|           |                |                 |
| \$0.00    | \$0.00         | \$9,030.00      |
| \$0.00    | \$0.00         | \$3,310.00      |
| \$0.00    | \$0.00         | \$2,190.00      |
| \$0.00    | \$0.00         | \$2,430.00      |
| \$0.00    | \$0.00         | \$1,100.00      |
| \$0.00    | \$0.00         | \$42,580.00     |
| \$0.00    | \$0.00         | \$4,670.00      |
| \$0.00    | \$0.00         | \$22,800.00     |
| \$0.00    | \$0.00         | \$4,670.00      |
| \$0.00    | \$0.00         | \$5,220.00      |
| \$0.00    | \$0.00         | \$5,220.00      |
| \$0       | \$0            | \$51,610        |
| BUDGET    |                |                 |
|           |                |                 |



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                                      |
|--------------------------------------------|--------------------------------------|
| Department:                                | Engineering/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.13.                                |

**Subject:**

Task Order No. CHA 032 to the Continuing Contract for Professional Consulting Services with CHA Consulting, Inc., Winter Springs, FL for Potable Water Hydraulic Model Calibration.

**Background/Consideration:**

Every two to three years, the potable water hydraulic model is updated and calibrated to ensure the model represents current field conditions to greater than 90% accuracy. The last model update was completed in 2022. Back in the spring of 2020, the City installed permanent pressure recorders within the distribution system to aid with calibrating the model and monitor areas around water main breaks where pressure may drop below 20 pounds per square inch and require a precautionary boil water notification.

The scope of work includes updating the model distribution piping, pump curves, tank geometry and levels, any changes to plant piping information, consecutive users and emergency interconnects. Developing the steady state model scenarios for average daily flow, maximum daily flow and peak hour flow for the current year, 2025. Setting up an extended period simulation of the calibration 2025 scenario based on current operations, allocating model demands and updating peaking factors based on meter records, rainfall data and previous reports. The final deliverables will be a calibration report along with the calibrated model for City use.

**Fiscal/Budget Impact:**

Funding is available in the Water and Sewer Operating Account No. 61000536-531060 (PW&U Admin-Consulting Fees).

**Requested Action:**

Approval of Task Order No. CHA 032 to CHA Consulting, Inc., Winter Springs, FL for Professional Consulting Services for Potable Water Hydraulic Model Calibration, in the amount of \$77,250.

## **Memorandum**

**To:** Jenni Lamb, City Manager

**Thru:** James Ennis, City Engineer  
Marla Keehn, Management & Budget Officer

**From:** Jennifer Spagnoli, Public Works & Utilities Director

**Date:** May 27, 2025

**Re:** Task Order CHA 032 with CHA Consulting, Inc. for Potable Water Distribution System Hydraulic Model Calibration

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This is a request for approval and execution of Task Order No. CHA 032 with CHA Consulting, Inc. (CHA) for updating the water distribution system hydraulic model and calibration.

## **Background**

Every two to three years the potable water hydraulic model is updated and calibrated to ensure the model represents current field conditions with a greater than 90% accuracy. The last model update was completed in 2022. Back in the spring of 2020 the City installed permanent pressure recorders within the distribution system to aid with calibrating the model and monitor areas around water main breaks where pressure may drop below 20 pounds per square inch (psi) and require a precautionary boil water.

## **Scope of Services**

The scope of work includes updating the model distribution piping, pump curves, tank geometry and levels, any changes to plant piping information, consecutive users and emergency interconnects. Developing the steady state model scenarios for average daily flow, maximum daily flow and peak hour flow for the current year 2025. Setting up an extended period simulation of the calibration 2025 scenario based on current operations, allocating model demands and updating peaking factors based on meter records, rainfall data and previous reports. The final deliverables will be a calibration report along with the calibrated model for City use.

## **Compensation and Schedule**

CHA 031 is for a lump sum amount of \$77,250. The work will be completed within 150 days of Notice to Proceed.

## **Funding**

Funding is available in the Water and Sewer Operating Account No. 61000536-531060 (PW&U Admin-Consulting Fees)

## **Recommendation**

Approval of Task Order No. CHA 032 with CHA Consulting, Inc. Winter Springs, Florida in the amount of \$77,250.

May 23, 2025

|                  |        |
|------------------|--------|
| TASK ORDER NO.   | CHA032 |
| PROJECT NO.      | 02110  |
| CITY PROJECT NO. |        |

CONTINUING CONTRACT FOR  
PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING  
AND PERMITTING CONSULTING SERVICES  
between  
THE CITY OF MELBOURNE  
and  
CHA CONSULTING, INC.

This Task Order made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES, dated June 13, 2018, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and CHA Consulting, Inc., of Winter Springs, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain PROFESSIONAL ENGINEERING SERVICES as outlined in the attached SCOPE OF SERVICES for **POTABLE WATER HYDRAULIC MODEL CALIBRATION**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES.

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within **270** calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, a time and material, not to exceed basis, fee amount up to **\$77,250** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC

MODELING AND PERMITTING CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES. All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL WATER AND WASTEWATER HYDRAULIC MODELING AND PERMITTING CONSULTING SERVICES.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Approved by City Engineer  
as to content:

\_\_\_\_\_  
James Ennis, P.E.

CITY OF MELBOURNE, FLORIDA  
Acting by and through its City Council

\_\_\_\_\_  
Jenni Lamb, City Manager

ATTEST:

\_\_\_\_\_  
Kevin McKeown City Clerk  
(SEAL)

CHA CONSULTING, INC.

  
\_\_\_\_\_  
Allen Dethloff, PE, Project Team Leader

# EXHIBIT A

## SCOPE OF SERVICES

### CITY OF MELBOURNE

### POTABLE WATER HYDRAULIC MODEL CALIBRATION

May 23, 2025

**City:** City of Melbourne (City)  
**Consultant:** CHA Consulting, Inc. (CHA)

## I. INTRODUCTION

The City of Melbourne's (City) Public Works and Utilities Department will face a variety of short-term (years) and long-term (decades) challenges with respect to the provision of potable water to its customers. Specific challenges related to the City's distribution system include accurate assessments (including geographical aspects) of population growth, protection of water quality, and planning for growth. The City requested that CHA Consulting, Inc. (CHA) perform this Potable Water Hydraulic Model Calibration to update the City's existing potable water model which has been and will continue to be a valuable tool in assisting with City decision making. In the past several years, the City has used the City's potable water hydraulic model (model) to make management and operational decisions.

The City strives to update and calibrate the model every 2 to 3 years to ensure the model continues to represent field conditions with greater than 90 percent accuracy. To aid in the calibration process, the City has invested in permanent pressure recorders which have been installed at the approximate locations shown in the table inset on this page and have been operational since the Spring of 2020. These permanent pressure recorders collect pressure readings every 1 minute and reports this data every 1 to 4 hours depending on whether the unit is

| Meter | System                   | Approximate Location                                                                           |
|-------|--------------------------|------------------------------------------------------------------------------------------------|
| 1.    | Potable                  | Intersection of SR A1A and Pineda Causeway                                                     |
| 2     | Potable                  | 5590 N Wickham Rd                                                                              |
| 3     | Potable                  | Southeast of Intersection of Pineda Cwy Ext and Saint Andrews Blvd                             |
| 4     | Potable                  | 4883 Hidden Creek Rd                                                                           |
| 5     | Potable                  | Intersection of Atlantis Dr and S Patrick Dr                                                   |
| 6     | Potable                  | Intersection of Park Ave and Highway A1A                                                       |
| 7     | Potable                  | Intersection of Lansing Island Dr and SR 915; In Front of Lansing Island Residential Community |
| 8     | Potable                  | 1934 Florida A1A; Lowe's Parking Lot                                                           |
| 9     | Potable                  | Intersection of Lake Washington Rd and N Harbor City Blvd                                      |
| 10    | Potable                  | 4150 N Riverside Dr                                                                            |
| 11    | Potable                  | 5003 Florida A1A                                                                               |
| 12    | Potable                  | 462 Young St                                                                                   |
| 13    | Potable                  | Intersection of Bell Ave and Sarno Rd; South of US910                                          |
| 14    | Potable                  | 1062 N John Rodes Blvd, Entrance of Meadows Mobile Home Park                                   |
| 15    | Potable                  | 2527 N Riverside Dr                                                                            |
| 16    | Potable                  | 101 Wildcat Alley                                                                              |
| 17    | Potable                  | East of the Intersection of Ellis Rd and Lake Ibis                                             |
| 18    | Potable                  | 804 S Palm Ave; Near Old Tradewind Tank                                                        |
| 19    | Potable                  | Intersection of 9th Ave and S Riverside Dr                                                     |
| 20    | Potable                  | 498 E Hibiscus Blvd; Near Melbourne Fire Station 74                                            |
| 21    | Potable                  | 1795 Westwood Blvd; Near Canal                                                                 |
| 22    | Potable                  | 4335 FL-500, In Front of HobbyTown USA                                                         |
| 23    | Potable                  | 2045 Oak St                                                                                    |
| 24    | Potable                  | Intersection of Florida Ave and Monroe St                                                      |
| 25    | Potable                  | 148 Rachel St                                                                                  |
| 26    | Potable                  | Intersection of Eber Blvd and Hollywood Blvd                                                   |
| 27    | Potable                  | 4500 Babcock St                                                                                |
| 28    | Potable                  | 4798 Florida A1A; In Front of Turtle Bay Place                                                 |
| 29    | Potable - Future         | Intersection of Skylark and S Patrick Dr                                                       |
| 30    | Potable - Future         | Near Canal By 3098 Cavel St                                                                    |
| 31    | Potable - Other Location | 1390 FL-513; Satellite Beach Fire Department                                                   |
| 32    | Potable - Other Location | 999 Flotilla Club Dr                                                                           |
| 33    | Potable - Other Location | 1776 Orange Manor Dr                                                                           |
| 34    | Potable - Other Location | 1801 Brittany Dr                                                                               |
| 35    | Potable - Other Location | 1834 W Hibiscus Blvd                                                                           |
| 1     | Reclaimed                | 1001 Hickory St                                                                                |
| 2     | Reclaimed                | North Entrance of Melbourne Square Mall; Just East of Dillards                                 |
| 3     | Reclaimed - Future       | Intersection of Parkway Dr and Croton Rd                                                       |
| 4     | Reclaimed - Future       | Intersection of W University Blvd and Country Club Rd                                          |
| 5     | Reclaimed - Future       | 101 Pirate Ln; In Front of Palm Bay Magnet High School                                         |

Note: For potable water system geospatial locations see Figure 1 through Figure 5. For reclaimed water system geospatial locations see Figure 6.



solar powered, or battery operated and will be used for pressure data collection for this calibration effort.

## **II. SCOPE OF SERVICES**

The scope is detailed in the task sections in the following pages.

### **TASK 1.0 – PROJECT ADMINISTRATION**

CHA will perform project administration services for the project as defined in Tasks 1.1 and 1.2 below.

#### ***Task 1.1 - Kick-Off Meeting***

CHA will:

- Prepare for and attend a project “kick-off” meeting to discuss the project goals and objectives, clarify roles and assignments, data request, project schedule and deliverables.
- Develop a draft meeting summary within 5 days after the kick-off meeting for a 5-day City staff review. Revise meeting summary based on staff comments and submit the final meeting summary to the City within 2 weeks of the kick-off meeting.

#### ***Task 1.2 - Progress Meetings and Coordination***

CHA will:

- Prepare for and attend four (4) virtual progress meetings to be held monthly for the duration of the project to review progress of the project and project schedule. CHA will prepare and submit the progress meeting agenda to the City.
- Perform general project coordination and management activities, including general administrative activities, as well as specific coordination activities with the City and other representatives as appropriate. Prepare and submit to the City progress reports and invoices for this assignment.
- Develop draft meeting summary within 2 weeks after each progress meeting and workshop for a 7-day City staff review. Revise meeting summary based on staff comments and submit final meeting summary to the City within 4 weeks of each progress meeting and workshop conducted.

Data Required: City staff availability.

Deliverables:

- ◆ Progress meeting agendas and summaries
- ◆ Monthly update meetings and progress reports



## **TASK 2.0 – POTABLE WATER HYDRAULIC MODEL STRUCTURE UPDATE**

CHA will:

- Collect recent construction plans and as-builts from the City and meet with the City staff in conjunction with the kick-off meeting or any additional related information for use in the model structure update.
- Update model distribution piping including 6-inch and greater diameter pipes and key 4-inch loops constructed since the last model update conducted in the Potable Water Master Plan finalized in 2022.
- Update pump curves, tank geometry and levels, plant piping information and consecutive user and emergency connections provided by the City as needed.
- Incorporate the installation year for added distribution infrastructure incorporated into the model since the Potable Water Master Plan finalized in 2022.
- Conduct a model review workshop with City staff to discuss and confirm updated information, as described in Task 2.1, incorporated into the model.

Data Required: Latest hydraulic model, latest paper system maps, latest partial GIS system map, electronic as-builts for constructed water mains and pump stations (not yet mapped but reviewed by City personnel for completeness) since August 2020, new storage tank information (location, dimensions and levels), new pump information (model, type and curve), water treatment facility locations, booster station locations, interconnection locations, and City staff availability.

Deliverables:

- ◆ Updated water hydraulic model structure.
- ◆ Model review workshop

## **TASK 3.0 – SCENARIO MANAGEMENT AND DEMAND ALLOCATION UPDATE**

CHA will:

- Develop modeling steady state scenarios (Average Daily Flow (ADF), Maximum Daily Flow (MDF), Peak Hourly Flow (PHF)) for the current year (2025).
- Construct the existing system (2025) extended period simulation distribution system calibration scenario, incorporate logical controls for the existing (2025) scenario based on current operations and City input and develop physical sets to control the typical set-up and initial settings for the calibration scenario for simplified use.
- Allocate model demands for the existing (2025) scenario using the allocator module and update the model peaking factors based on the summarized historical water discharge flow meter records, rainfall data, and previous City reports.
- Document model results and recommendations in the Potable Water Model Hydraulic Calibration Report.

Data Required: Current operational settings for each high service and booster pump, ground storage tank and elevated tank, water meter geo-database (with 12-months of consumption data), and latest 5-year historical water treatment plant production data summary.



Deliverables:

- ♦ Updated potable water hydraulic model calibration scenario, peaking factors, existing (2025) demands.

#### **TASK 4.0 – HYDRAULIC MODEL CALIBRATION**

This task will be a joint effort between CHA and the City. The result of the following efforts will be a calibrated hydraulic model fully functional and capable of being operated with no errors or warnings. The model will be in a condition suitable for use in planning, design, and troubleshooting assignments. The model will represent field conditions with greater than 90 percent accuracy.

##### ***Task 4.1 - Calibration Protocol Update and Meetings***

CHA will:

- Update the calibration protocol, which will define hydraulic data collection locations including permanent pressure recorders and hydrant flow testing locations, summarize field data collection, and a sampling matrix, identify labor requirements, and establish schedule.
- Conduct two calibration workshops with the City. The first calibration meeting will include a review of the updates to the calibration protocol and to finalize the schedule for field activities. The second workshop will include review of calibration results and recommendations.

##### ***Task 4.2 - Field Data Collection***

CHA will:

- Assist the City with data collection activities for up to 8 hours including coordinating with West Melbourne and the City of Cocoa. It is assumed that the City will lead the following actions.
  - o Conduct calibration hydrant tests to determine the flow/pressure characteristics of the distribution system. The City's permanent pressure recording devices will be used to measure and record the system pressure in the area for a period of at least one (1) week. The City staff assistance will be scheduled in advance to ensure availability and proper instrument calibration, placement and data collection. The City will provide hydrant flow testing data for areas identified by CHA based on the review of preliminary model output.

##### ***Task 4.3 - Hydraulic Calibration***

CHA will:

- Review the hydraulic field collected data from Task 4.2. Data will be summarized, analyzed, and compared to model outputs based on the established hydraulic criteria used in the 2022 Potable Water Master Plan. Field checking of valves will be recommended as necessary.
- Adjust the model data to best correlate the field data. Adjustments may include pipe diameter and length, ground elevation, pipe friction (Hazen William's coefficient), pipe roughness (Manning's roughness coefficient), pump settings, and water demand patterns.



- Prepare the model for submission to City, provide the City with a thumb drive containing the model files, and if needed, assist the City with installation of model files at the assigned server location.
- Document model results and recommendations in the Potable Water Model Hydraulic Calibration Report (Task 5.0).

Data Required: City staff availability, and water production/SCADA information

Deliverables:

- ◆ Pre and Post Calibration Workshop Summary and Agenda
- ◆ Updated Calibration Protocol
- ◆ Deliver calibrated model

### **TASK 5.0 – HYDRAULIC MODEL CALIBRATION REPORT**

CHA will:

- Prepare a draft Potable Water Hydraulic Model Calibration Report to document the findings and recommendations.
- Submit one electronic copy of the draft Potable Water Hydraulic Model Calibration Report for City review.
- Upon receipt of the City's comments, the final Potable Water Hydraulic Model Calibration Report will be revised based on City's comments.
- Produce two (2) hard copies to be delivered to the City and an electronic copy to be submitted via electronic transfer.

Deliverable:

- ◆ Potable Water Hydraulic Model Calibration Report

### **III. COMPENSATION**

For the professional services set forth in this Scope of Services, the City shall compensate CHA, on a percent complete basis, a lump sum fee for Task 1 through Task 5 as detailed below.

| <b>Task</b>                                                 | <b>Total Cost</b> |
|-------------------------------------------------------------|-------------------|
| TASK 1.0 – PROJECT ADMINISTRATION                           | \$11,570          |
| TASK 2.0 – POTABLE WATER HYDRAULIC MODEL STRUCTURE UPDATE   | \$12,210          |
| TASK 3.0 – SCENARIO MANAGEMENT AND DEMAND ALLOCATION UPDATE | \$8,750           |
| TASK 4.0 – HYDRAULIC MODEL CALIBRATION                      | \$36,680          |
| TASK 5.0 – HYDRAULIC MODEL CALIBRATION REPORT               | \$8,040           |
| <b>TOTAL</b>                                                | <b>\$77,250</b>   |



## IV. SCHEDULE

The schedule for the potable water model calibration efforts for this project are defined below:

| <b>Task</b>                                                 | <b>Calendar Days from Notice to Proceed (NTP)</b> |
|-------------------------------------------------------------|---------------------------------------------------|
| TASK 1.0 – PROJECT ADMINISTRATION                           | Ongoing                                           |
| TASK 2.0 – POTABLE WATER HYDRAULIC MODEL STRUCTURE UPDATE   | 30 days from receipt of data.                     |
| TASK 3.0 – SCENARIO MANAGEMENT AND DEMAND ALLOCATION UPDATE | 30 days from completion of Task 2.                |
| TASK 4.0 – HYDRAULIC MODEL CALIBRATION                      | 60 days from completion of Task 3.                |
| TASK 5.0 – HYDRAULIC MODEL CALIBRATION REPORT               | 30 days from completion of Task 4.                |

## V. CITY RESPONSIBILITIES

The City will be responsible for the following:

1. City items identified in Tasks 1, 2, 3 and 4.
2. Provide data, technical review, participation in workshops, and policy decisions as required.
3. Provide timely (2 weeks) review of draft deliverables.



Potable Water Hydraulic Model Calibration  
City of Melbourne  
5/23/2025

| TASK DESCRIPTION                                   | Quality Control Lead (QA/QC) |         | Technical Services Leader |         | Senior Project Manager II |          | Senior Engineer V |          | Project Engineer III |          | Project Manager Assistant |         | Subtotal | Subtotal Hours | Hourly Rate |
|----------------------------------------------------|------------------------------|---------|---------------------------|---------|---------------------------|----------|-------------------|----------|----------------------|----------|---------------------------|---------|----------|----------------|-------------|
|                                                    | Rate = \$275                 |         | Rate = \$250              |         | Rate = \$215              |          | Rate = \$230      |          | Rate = \$135         |          | Rate = \$95               |         |          |                |             |
|                                                    | HOURS                        | Cost    | HOURS                     | Cost    | HOURS                     | Cost     | HOURS             | Cost     | HOURS                | Cost     | HOURS                     | Cost    | Cost     |                |             |
|                                                    |                              |         |                           |         |                           |          |                   |          |                      |          |                           |         |          |                |             |
| TASK 1 - PROJECT ADMINISTRATION                    | 0                            | \$0     | 0                         | \$0     | 24                        | \$5,160  | 12                | \$2,760  | 20                   | \$2,700  | 10                        | \$950   | \$11,570 | 66             | \$175.30    |
| 1.1 - Project Kick-Off Meeting                     | 0                            | \$0     | 0                         | \$0     | 4                         | \$860    | 4                 | \$920    | 12                   | \$1,620  | 2                         | \$190   | \$3,590  | 22             | \$163.18    |
| 1.2 - Project Meetings and Coordination            | 0                            | \$0     | 0                         | \$0     | 20                        | \$4,300  | 8                 | \$1,840  | 8                    | \$1,080  | 8                         | \$760   | \$7,980  | 44             | \$181.36    |
| TASK 2 - POTABLE WATER HYDRAULIC MODEL STRUCTURE   | 0                            | \$0     | 4                         | \$1,000 | 6                         | \$1,290  | 12                | \$2,760  | 48                   | \$6,480  | 4                         | \$380   | \$11,910 | 74             | \$160.95    |
| 2.1 - Structure Update                             | 0                            | \$0     | 4                         | \$1,000 | 2                         | \$430    | 6                 | \$1,380  | 40                   | \$5,400  | 4                         | \$380   | \$8,590  | 56             | \$153.39    |
| 2.2 - Model Review Workshop                        | 0                            | \$0     | 0                         | \$0     | 4                         | \$860    | 6                 | \$1,380  | 8                    | \$1,080  | 0                         | \$0     | \$3,320  | 18             | \$184.44    |
| TASK 3 - SCENARIO MANAGEMENT AND DEMAND ALLOCATION | 0                            | \$0     | 4                         | \$1,000 | 6                         | \$1,290  | 10                | \$2,300  | 28                   | \$3,780  | 4                         | \$380   | \$8,750  | 52             | \$168.27    |
| 3.1 - Scenario Management                          | 0                            | \$0     | 2                         | \$500   | 4                         | \$860    | 6                 | \$1,380  | 8                    | \$1,080  | 4                         | \$380   | \$4,200  | 24             | \$175.00    |
| 3.2 - Demand Allocation                            | 0                            | \$0     | 2                         | \$500   | 2                         | \$430    | 4                 | \$920    | 20                   | \$2,700  | 0                         | \$0     | \$4,550  | 28             | \$162.50    |
| TASK 4 - HYDRAULIC MODEL CALIBRATION               | 4                            | \$1,100 | 3                         | \$750   | 26                        | \$5,590  | 42                | \$9,660  | 140                  | \$18,900 | 4                         | \$380   | \$36,380 | 219            | \$166.12    |
| 4.1 Calibration Protocol Update and Workshops      | 0                            | \$0     | 1                         | \$250   | 10                        | \$2,150  | 14                | \$3,220  | 20                   | \$2,700  | 4                         | \$380   | \$8,700  | 49             | \$177.55    |
| 4.2 Field Data Collection                          | 0                            | \$0     | 0                         | \$0     | 8                         | \$1,720  | 0                 | \$0      | 0                    | \$0      | 0                         | \$0     | \$1,720  | 8              | \$215.00    |
| 4.3 Hydraulic Calibration                          | 4                            | \$1,100 | 2                         | \$500   | 8                         | \$1,720  | 28                | \$6,440  | 120                  | \$16,200 | 0                         | \$0     | \$25,960 | 162            | \$160.25    |
| TASK 5 - HYDRAULIC MODEL CALIBRATION REPORT        | 4                            | \$1,100 | 4                         | \$1,000 | 2                         | \$430    | 8                 | \$1,840  | 20                   | \$2,700  | 6                         | \$570   | \$7,640  | 44             | \$173.64    |
| 5.1 - Hydraulic Model Calibration Report           | 4                            | \$1,100 | 4                         | \$1,000 | 2                         | \$430    | 8                 | \$1,840  | 20                   | \$2,700  | 6                         | \$570   | \$7,640  | 44             | \$173.64    |
| BUDGET TOTALS                                      | 8                            | \$2,200 | 15                        | \$3,750 | 64                        | \$13,760 | 84                | \$19,320 | 256                  | \$34,560 | 28                        | \$2,660 | \$76,250 | 455            |             |
| Percent Breakdown                                  | 3%                           |         | 5%                        |         | 18%                       |          | 25%               |          | 45%                  |          | 3%                        |         |          | 100%           |             |
| TOTAL SUM FEE COMPUTATIONS                         |                              |         |                           |         |                           |          |                   |          |                      |          |                           |         |          |                |             |
| REI Labor                                          |                              |         |                           |         |                           |          |                   |          |                      |          |                           |         |          |                |             |
| Other Direct Costs (ODCs)                          |                              |         |                           |         |                           |          |                   |          |                      |          |                           |         |          |                |             |
| Subconsultants                                     |                              |         |                           |         |                           |          |                   |          |                      |          |                           |         |          |                |             |
| Total Lump Sum Fee                                 |                              |         |                           |         |                           |          |                   |          |                      |          |                           |         |          |                |             |

| Travel    | Photocopies &<br>Printing | Total ODC | TOTAL TASK COST |
|-----------|---------------------------|-----------|-----------------|
| Cost      | Cost                      | Cost      |                 |
|           |                           |           |                 |
| \$ -      | \$ -                      | \$0.00    | \$11,570.00     |
|           |                           | \$0.00    | \$3,590.00      |
|           |                           | \$0.00    | \$7,980.00      |
| \$ 300.00 | \$ -                      | \$300.00  | \$12,210.00     |
|           |                           | \$0.00    | \$8,590.00      |
| \$ 300.00 |                           | \$300.00  | \$3,620.00      |
| \$ -      | \$ -                      | \$0.00    | \$8,750.00      |
|           |                           | \$0.00    | \$4,200.00      |
|           |                           | \$0.00    | \$4,550.00      |
| \$ 300.00 | \$ -                      | \$300.00  | \$36,680.00     |
| \$ 300.00 |                           | \$300.00  | \$9,000.00      |
|           |                           | \$0.00    | \$1,720.00      |
|           |                           | \$0.00    | \$25,960.00     |
| \$ -      | \$ 400.00                 | \$400.00  | \$8,040.00      |
|           | \$ 400.00                 | \$400.00  | \$8,040.00      |
| \$600     | \$400                     | \$1,000   | \$77,250        |
| BUDGET    |                           |           |                 |



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                                      |
|--------------------------------------------|--------------------------------------|
| Department:                                | Engineering/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.14.                                |

**Subject:**

Amendment No. 1 to Task Order No. CHA 026 with CHA Consulting, Inc., Winter Springs, FL for the Lead Service Line Inventory project.

**Background/Consideration:**

On October 22, 2024, Council approved Task Order No. CHA 026 for the continued development of the required lead service line inventory in compliance with the Environmental Protection Agency's (EPA) Lead and Copper Rule Improvements (LCRI) regulations. The original tasks included project management, records review and inventory updates, and other regulatory assistance, including submittal of the initial service line inventory in October 2024. The City is requesting CHA's assistance with developing additional inventory processes as Amendment No. 1 to the initial scope.

The additional services include the development of education and outreach material, and integrating data techniques that will support future statistical analysis and evaluation of the inventory dataset. The analysis approach is aimed at limiting the need for extensive field investigations but will remain flexible based on emerging patterns in the inventory and allow the City to pivot to a more extensive modeling process as regulatory guidance evolves.

**Fiscal/Budget Impact:**

The Copper and Lead Plan project (Project No. 39725) will be funded through the State Revolving Fund Loan program, with terms of 0% interest and 49% principal forgiveness. In March 2025, City Council approved the SRF loan application in the amount of \$2 million. The application was approved and the agreement has been executed. Currently, the project is funded with Water & Sewer funds. The revenue sources will be reconciled on the third quarter budget review that will be brought to Council later this year.

**Requested Action:**

Approval of Amendment No. 1 to Task Order No. CHA 026 to CHA Consulting, Inc., Winter Springs, FL for the Lead Service Line Inventory, Project No. 39725, for a not-to-exceed amount of \$119,100.

## Memorandum

**To:** Jenni Lamb, City Manager

**Thru:** James Ennis, City Engineer

**From:** Jennifer Spagnoli, Public Works & Utilities Director

**Date:** May 27, 2025

**Re:** Amendment No. 1 to Task Order CHA 026 with CHA Consulting, Inc. for Lead Service Line Inventory

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This is a request for approval and execution of Amendment No. 1 to Task Order No. CHA 026 with CHA Consulting, Inc. (CHA) for additional data management and integration of techniques supportive of a future statistical analysis evaluation of the City's lead and copper dataset.

### Background

On October 22, 2024, Council approved Task Order No. CHA 026 with CHA for the continued development of the required lead service line inventory in compliance with the Environmental Protection Agencies (EPA) Lead and Copper Rule Improvements (LCRI) regulations. The original tasks included project management, records review and inventory updates, and other regulatory assistance, including submittal of the initial service line inventory in October 2024.

The City is requesting CHA's assistance with developing additional inventory processes as Amendment No. 1 to the initial scope. The additional services include the development of education and outreach material, and integrating data techniques that will support future statistical analysis evaluation of the inventory dataset. The analysis approach is aimed at limiting the need for extensive field investigations but will remain flexible based on emerging patterns in the inventory and allow the City to pivot to a more extensive modeling process as regulatory guidance evolves.

### Scope of Services

The scope of work includes additional project administration, data management, and development of outreach material for the lead and copper program.

### Compensation and Schedule

Amendment No. 1 is on a time and material basis at the approved continuing contract rates, for a not to exceed amount of \$119,100.00. Estimated project length for Amendment 1 is an additional six (6) months for a total of eighteen (18) months from the original notice to proceed.

### Funding

Funding is available in the project budget through State Revolving Fund Loan at 49% principal forgiveness and 0% interest, Project No. 39725.

**Recommendation**

Approval of Amendment No. 1 to Task Order No. CHA 026 with CHA Consulting, Inc. Winter Springs, Florida in the amount of \$119,100.

# **Lead and Copper Rule Revisions – Phase II: Compliance Program Management**

## **Task Order CHA026**

### **Amendment #1**

**May 20, 2025**

**Owner:** City of Melbourne

**Consultant:** CHA Consulting, Inc.

The initial scope of this project, initiated in June of 2023, was intended for the development of the City of Melbourne's (City) service line inventory. The inventory was developed by CHA Consulting Inc. (CHA) using GIS tools to connect the City's Water Main install date data to the Public (Utility)-side service line and the associated parcel build date data to the Private (Customer)-side. Through this process, the developed service lines were to be attributed install dates and material status classifications. The inventory also allowed for the identification of primary schools, daycares, and other sensitive populations and disadvantaged communities.

The City has requested that CHA implement full-scale program management of future Lead and Copper Rule (LCRR)/Lead and Copper Rule Improvements (LCRI) compliance elements. Further development of the City's program is necessary to prepare for and comply with the additional mandated elements of USEPA's LCRR and subsequent LCRI rule improvements. CHA proposes this scope of services as an amendment to the initial scope.

## **I. SCOPE OF SERVICES:**

### **TASK 1 - PROJECT ADMINISTRATION**

#### **Subtask 1.1 - Project Administration**

CHA will manage the project, including additional monthly progress summaries, monthly invoice statements, and coordination of the project team. These activities will continue through the extended duration of the project (an additional 6 months). CHA will perform general project coordination and management activities between CHA and the City. CHA will prepare progress reports and invoices to be submitted monthly for the duration of the project. QA/QC will be performed throughout.

#### **Subtask 1.2 - Kick-off Meeting**

No change in scope.

#### **Subtask 1.3 - Progress and Coordination Meetings**

No change in scope.

## **TASK 2 – LCRR/LCRI COMPLIANCE PROGRAM**

CHA will continue to work in consultation with the City to assist with program management to comply with the provisions of the revised USEPA LCRI. Examples of the types of services that may be provided include:

### **Subtask 2.1 – Inventory Data Management/Updates**

CHA shall manage the LCRR field verification data and corresponding inventory updates. The following items are included under this task:

- a) CHA will review up to three (3) data sources to process and populate service line pipeline age within the City's water system service area. Install dates for the utility's portion of the service line will be updated using these data sources. Data will be processed consistent with the availability of budget to do so. Sources of data for review will include:

- Site Plan SharePoint Links
- As-builts and Record Drawings through Paper Vision
- MUNIS Work Order Summary Excel Spreadsheet with Service Line Identification/Replacement Data

Access to these platforms and data sources will be provided by the City.

- b) In addition, CHA will process the field inspection data as it is received from the City. There will be two sources of field data provided to CHA by the City in Excel® format. These data sources include:

- City-Contracted External Plumbing Company
- Internal City Field Operations

As the updated field verification data is received, it will be imported into CHA's master SQL Server database for analysis and quality checks. The inspection records will then be linked to the master LCRR data set based on the Parcel ID, or Street Address. Using historic field records, along with as-builts or other supporting documents, the Utility-owned portion, Customer-owned portion, field verification methods, and field verification date shall be updated to reflect the results of document discovery or field inspection records.

Any inspection records that cannot be linked to records in the LCRR data set will be flagged for follow up and sent to the City in an Excel® spreadsheet for review. Once the LCRR data has been updated with the inspection records, CHA will run a quality control check to validate the record counts. These counts will include:

- A count for the Utility-Side service lines that are Unknown or Non-Lead
- A count for the Customer-Side service lines that are Unknown or Non-Lead
- A count for the Entire Service Lines that are Unknown or Non-Lead

The LCRR geospatial feature class will be delivered to the City monthly in an ESRI file geodatabase, along with the Excel® report, containing record counts for the City to review.

c) Technical and Process Documentation – CHA’s geospatial team will document the processes and tools used during the Data Management effort of this scope.

- Schema information and data dictionaries for the tables and feature classes created during the project.
- Python and SQL scripts, along with comments for the tools developed and used for the importing, linking and Quality Assurance (QA) checks of the inspection data.
- Documentation for process steps and quality checks and delivery of LCRR data

Alternatively, the methodology may include editing the geodatabase directly, with the City responsible for publishing updated versions to the website. CHA will export interim versions of the geodatabase and maintain backups on CHA servers for record-keeping and redundancy.

d) No change in scope

e) Support for statistical analysis data integration – as the LCRR data manager for the City, CHA will support the requirements of the upcoming potential predictive modeling dashboard implementation by aligning the initial random field verification selection process to match predictive modeling techniques utilized by the predictive modeling firm. Using the “Actual Year Built” of parcels, along with property “Sale Price” can assist in facilitating the distribution of the results across all ages of properties as well as value of properties. In addition, the field verification sampling pool shall be distributed evenly across the geographic area of the service line operating area. CHA will provide this service through the following steps:

1. Loading the inventory data into Esri’s ArcGIS Pro platform. To support the geographic distribution required for the selection process, a Sampling Grid consisting of one mile by one-mile cells was created to cover the entire operating area.
2. Next, the selection criteria for the service lines were based upon the following strata of data: Actual Year Built, Sale Price, and Geographic Spatial Distribution
3. To imitate the initial random selection process, CHA shall utilize a geoprocessing tool in ArcGIS Pro, developed in Python. The tool iterates through each cell in the Sampling Grid and as it moves through each cell, the tool applies selection filters and the sampling percentage rate to randomly select the service lines for each stratum of data.
4. The resulting data set typically has more records than needed due to rounding and selection cells that have single records.

CHA shall initially proceed with the integration of a statistical analysis technique to evaluate the City’s dataset. However, should the opportunity arise, and project needs evolve as lead or galvanized is identified within the system, the project shall pivot to a predictive modeling technique to better support regulatory compliance and reliable data management in the effort to protect public health. This approach will be flexible based on emerging data patterns and regulatory guidance. Additionally, CHA will continue to monitor FDEP’s response regarding the approval and acceptance of statistical analysis methodologies and will adjust our approach accordingly to remain in alignment with regulatory expectations.

- f) Preparation of FDEP Excel® Template – CHA’s LCRR data schema has been designed to align with the columns in the FDEP LCRR Excel Template. CHA will extract the data from the feature class and populate the template for the Public Water System (PWS), for annual re-submission to FDEP. A draft version of the inventory will be generated and submitted to the City for review each year. CHA will modify the inventory based on City comments and a final version will be generated for submission.
- g) CHA shall make quarterly updates and edits to the inventory templates and collaborate with the City to add project updates to the website each quarter.

CHA shall make monthly additions to the service line inventory as the City proceeds with the installation of new meters. The City shall provide new service line addresses to CHA, and the review of additional service lines shall be conducted during progress meetings.

### **Subtask 2.2 – Other Regulatory Assistance**

CHA shall provide the following additional services as needed and requested by the City:

#### **2.2.1 – Coordination with Regulatory Agencies**

No change in scope.

#### **2.2.2 – Grant and Loan Applications**

No change in scope.

#### **2.2.3 – Lead Service Line Replacement Plan (LSLRP)**

No change in scope.

#### **2.2.4 – Public Webpage Inventory Updates**

CHA shall provide continued support for inventory management and content updates related to the City’s Lead Service Line Inventory (LSLI) webpage, in alignment with LCRI requirements. This includes assisting with the organization, review, and integration of inventory data into the website, as well as the development and refinement of supplemental informational content, such as FAQs, educational graphics, timelines, and community outreach materials.

### **TASK 3 – DATA TRACKING LCRI DASHBOARD**

No change in scope.

#### **II. SERVICES NOT INCLUDED**

No change in this section.

#### **III. SCHEDULE**

The total project length is anticipated for Amendment 1 is an addition six (6) months for a total of eighteen (18) months from the notice to proceed. The anticipated project completion schedule described below will be in effect after Notice to Proceed and requires City Council approval. This schedule is based on timely receipt of City Council provided information and data. The following schedule is estimated for the tasks set forth in this scope of services:

| <b>Task</b>                           | <b>Original Schedule</b> | <b>Amendment 1</b> | <b>Completion Date from NTP</b> |
|---------------------------------------|--------------------------|--------------------|---------------------------------|
| Task 1 - Project Administration       | 12 Months                | 6 Months           | 18 Months                       |
| Task 2 –LCRR Compliance Program       | 12 Months                | 6 Months           | 18 Months                       |
| Task 3 – Data Tracking LCRI Dashboard | 12 Months                | 6 Months           | 18 Months                       |
| <b>TOTAL DURATION</b>                 | <b>12 Months</b>         | <b>6 Months</b>    | <b>18 Months</b>                |

#### **IV. COMPENSATION**

CHA shall provide engineering services for the foregoing described project for the preceding Tasks 1 through 3. The City is to compensate CHA on a Time and Material, not to exceed basis, for Tasks 1 through 3 as follows:

| <b>Task</b>                           | <b>Original Fee</b> | <b>Amendment 1</b>  | <b>Total Fee</b>    |
|---------------------------------------|---------------------|---------------------|---------------------|
| Task 1 - PROJECT ADMINISTRATION       | \$49,610.00         | \$9,720.00          | \$59,330.00         |
| Task 2 – LCRR/LCRI COMPLIANCE PROGRAM | \$156,970.00        | \$109,380.00        | \$266,350.00        |
| Task 3 – DATA TRACKING LCRI DASHBOARD | \$43,240.00         | \$0                 | \$0                 |
| <b>TOTAL FEE</b>                      | <b>\$249,820.00</b> | <b>\$119,100.00</b> | <b>\$368,920.00</b> |

## V. ACCEPTANCE

This amendment shall become part of the Agreement upon execution of both parties.

CITY OF MELBOURNE, FLORIDA  
Acting by and through its City Council

CHA CONSULTING, INC.

By: \_\_\_\_\_  
Jenni Lamb, City Manager

By: Allen W. Dethloff  
Allen Dethloff, P.E., Project Team Leader

Date: \_\_\_\_\_

Date: 5/23/2025



**Melbourne City Council**  
**June 10, 2025**  
**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.15.                 |

**Subject:**

Consent Agenda

**Background/Consideration:**

- a. Memorandum of Understanding between the City of Melbourne and the School Board of Brevard County for School Resource Officers for the 2025-2026 school year (July 1, 2025 to June 30, 2026) with the initial placement of six School Resource Officers, with the flexibility to add additional School Resource Officers if staffing allows, at a flat fee of \$74,500 per officer.
- b. Federal FY 2024-2025 Edward Byrne Memorial JAG Program funds to be designated for the Brevard County Sheriff's Office Prisoner Transportation Program - \$141,391.
- c. Purchase of Fuel Tank Replacements for the Fire Department, Station Nos. 71 and 75, Project No. 11924, JSR Fueling Technologies LLC, Melbourne, FL - estimated amount of \$119,799.14.
- d. Contract award for Hydrant and Valve Maintenance, Repair and Flushing Services for the Water Distribution Division, Hydromax USA LLC, Flower Mound, TX.
- e. Amendment No. 3 to the Continuing Contract for Professional Consulting Services for Water and Wastewater Hydraulic Modeling and Permitting, CHA Consulting, Inc., Winter Springs, FL.
- f. Second Amendment to increase annual contract pricing by \$19,500 for citywide concrete work for annual as-needed work for the Streets, Parks and Golf Divisions, A. Thomas Const. Inc., Fort Pierce, FL - estimated annual amount of \$360,925 and estimated contract amount of \$1,443,700.
- g. Contract award for Horizontal Directional Drill Services up to 8" Diameter for the Water Distribution Division, Timeline Group, LLC, Melbourne, FL (Primary), and Concurrent Utility Services, LLC, Rockledge, FL (Secondary) - estimated annual amount \$500,000.
- h. Fourth Amendment to the Construction Agreement for traffic signal repair for emergency work, Traffic Control Devices, LLC, Altamonte Springs, FL.



- i. Custody Agreement with U.S. Bank National Association, Minneapolis, MN - estimated annual spend of \$19,870.



**Melbourne City Council**  
**June 10, 2025**  
**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.15.a.           |

**Subject:**

Memorandum of Understanding between the City of Melbourne and the School Board of Brevard County for additional School Resource Officers for the 2025-2026 school year.

**Background/Consideration:**

Annually, the City of Melbourne and the School Board of Brevard County have entered into a Memorandum of Understanding (MOU) for the placement of six School Resources Officers (SRO) at the Brevard County Junior/Senior High Schools. The School Board has increased the amount of reimbursement from \$72,000 per officer to a flat rate of \$74,500 per officer for a total of \$447,000 for six officers. The School Board has asked for consideration to increase the number of SROs, if staffing allows, to cover the elementary schools in the City of Melbourne. It is anticipated that the Police Department will not be able to add additional SROs during the term of this MOU (July 1, 2025 to June 30, 2026). The City of Melbourne will be compensated for any additional SROs at a flat rate of \$74,500 per officer to be prorated by the number of school days remaining when an SRO is placed at any additional schools. The agreement has been reviewed by the City Attorney's office.

**Fiscal/Budget Impact:**

Brevard County School Board will reimburse the City of Melbourne at a flat rate of \$74,500 per officer (six officers x \$74,500 = \$447,000).

**Requested Action:**

Approval of the Memorandum of Understanding between the City of Melbourne and the School Board of Brevard County for additional School Resource Officers for the 2025-2026 school year (July 1, 2025 to June 30, 2026) with the initial placement of six School Resource Officers, with the flexibility to add more as manpower allocations permit, at a flat fee of \$74,500 per officer and authorization for the City Manager to execute the agreement.

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** (this “MOU”), is entered into and made effective this 1<sup>st</sup> day of July, 2025, irrespective of when signed, by and between **THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA**, hereinafter called the “**BOARD**,” and the **CITY OF MELBOURNE, FLORIDA**, hereinafter called the “**CITY**,” each individually a “Party,” collectively “Parties.”

### **WITNESSETH:**

**WHEREAS**, the BOARD and the CITY desire to assign School Resource Officers (“SROs”) to school campus(es) within the CITY for a period of not more than 220 days during the school year; and

**WHEREAS**, in accordance with the Marjory Stoneman Douglas High School Public Safety Act, the BOARD and the CITY believe that this partnership will improve communication among local law enforcement entities, the Florida Department of Juvenile Justice, the Florida Department of Children and Families, the Florida Department of Law Enforcement, community behavioral health providers, and the Brevard Public School District, to increase school and district security efforts and services, provide prevention/intervention strategies, and provide/expand opportunities for safety and security training and awareness for the BOARD’s staff members, as well as the faculty and students attending the schools under the jurisdiction of the BOARD and the parents of such students;

**NOW, THEREFORE**, in consideration of the covenants and promises made below, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated into this MOU.
2. This MOU shall be effective commencing July 1, 2025, and terminate on June 30, 2026, unless otherwise terminated earlier as provided herein. After the expiration of the term ending on June 30, 2026, this Agreement may be renewed by the Parties for successive one-year periods (commencing on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of each successive year) upon the written agreement of the Parties. Thus, the Agreement will not automatically renew and any renewal can only occur upon the written agreement of the Parties.

Either Party may terminate this MOU upon ninety (90) days' written notice to the other Party. Any termination of this MOU that results in overpayment to the CITY will result in the return of funds to the BOARD equal to the proportionate amount of time remaining in the MOU.

3. The CITY shall assign up to sixteen (16) SRO(s), each a sworn law enforcement officer(s), to work up to Two Hundred Twenty (220) days, concurrent to the School Board of Brevard County's teacher work calendar and inclusive of student attendance days, including Extended School Year (ESY also known as summer school). Each SRO shall be assigned to designated Brevard Public School campuses to provide security, preparation drills, safety training, and safety awareness related programs to the respective school campus, students, employees, volunteers, and visitors of the Brevard Public School District. The CITY will provide a minimum of six (6) SRO(s) for the start of the 2025-26 school year. Assignments of SRO(s) to school campuses shall be coordinated with ***Major Robert Cline, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*** Assignments will be made to support the following schools: Dr. W. J. Creel Elementary, Croton Elementary, Eau Gallie High, Harbor City Elementary, Johnson Middle, Longleaf Elementary, Melbourne High, Palm Bay High, Roy Allen Elementary, Sabal Elementary, Sherwood Elementary, South Alternative Learning Center (South ALC), South Area Adult Education Center, Stone Middle, University Park Elementary, West Shore Jr./Sr. High.
4. **Consideration Clause FY 2025-2026:** With respect to the term commencing on July 1, 2025, and terminating on June 30, 2026, the BOARD agrees to reimburse the CITY a flat-fee of Seventy- Four Thousand Five Hundred and 00/100 Dollars (\$74,500.00) per SRO for law enforcement services, which includes a portion of the salary, benefits, and associated costs of the CITY as agreed upon for up to the assigned six (6) SRO(s), for a total not to exceed amount of Four Hundred Forty-Seven Thousand and 00/100 Dollars (\$447,000.00). If additional SROs become available to be assigned, beyond the initial six (6) (and up to sixteen (16)), and adequate funding is available to the BOARD, the BOARD will reimburse the CITY prorated amount based upon the flat-fee of Seventy- Four Thousand Five Hundred and 00/100 (\$74,500.00) and the number of school days remaining in the school year per SRO. If an SRO position remains vacant or becomes vacant, payment will only be made on prorated basis based on the number of days remaining in a

school year once the SRO is assigned to a school (or based on days SRO services are provided).

5. **FY 2025-2026:** The CITY shall be responsible for making salary payments and providing benefits to the SRO(s). The BOARD shall reimburse the CITY in four (4) equivalent installments calculated to include the following: the quarterly cost of each assigned SRO contemplated in Paragraph 3 and 4 above due on or before August 1, 2025 (covering the period beginning July 1, 2025, through September 30, 2025); November 1, 2025 (covering the period beginning October 1, 2025, through December 31, 2025); February 1, 2026 (covering the period beginning January 1, 2026, through March 31, 2026); and April 1, 2026 (covering the period beginning April 1, 2026, through June 30, 2026). *All invoices should be submitted to **Major Robert Cline**, Director of District and School Security at 2700 Judge Fran Jamieson Way, Viera, FL 32940.*
6. The CITY shall provide the law enforcement equipment and training related to the services provided by the SRO(s).
7. The Parties understand and agree that the SRO(s), in rendering services provided for by this MOU, is/are doing so as an employee of the CITY and not as an officer, agent, or employee of the BOARD.
8. BOARD members or any employee under the jurisdiction of the BOARD shall not conduct an internal or administrative investigation or inquiry of alleged improper conduct on the part of any employee of the CITY. All concerns or allegations of improper conduct shall be forwarded immediately upon receipt by the Superintendent or designee to the Chief of Police or designee.
9. The SRO(s) shall comply with the provisions specified in Section 1006.12, Florida Statutes (the School Resource Officer Program).
10. At any time during the school year when students are not in school, or at the conclusion of the regular school year, to include ESY (summer school), the SRO(s) may be assigned other law enforcement duties by the Chief of Police. The Parties agree that if ESY (summer school) is scheduled for a school the CITY provides SRO services, the CITY will provide the services for ESY to assist the School Board with complying with their requirements of armed

protection while students are present. These services do not financially impact this MOU or the agreed upon financial consideration.

11. During critical incidents, such as, but not limited to, natural disasters or declared emergencies by the federal government, Governor of Florida, Brevard County Commission, Brevard County Emergency Operations Center Policy Group, or CITY, the Parties shall discuss the specific role and activities of the SROs to accomplish the needs of the BOARD and the CITY throughout the time period of the critical incident, but at no time can either Party fail to fulfill the respective obligations by each Party as contained in this MOU, and Exhibit I and Exhibit II, to include funding, without mutually agreed written agreement. However, if the CITY is unable due to the nature of the critical incident, not due to any action or directive from the BOARD or employees, representatives or agents of the BOARD, to provide the services for which the CITY is obligated to provide pursuant to this MOU, the BOARD shall not be obligated to pay for services that are not being rendered or offered to be rendered by the CITY.
12. At all material times, the SRO(s) shall wear the CITY's Police Department uniform or other attire as authorized by the Chief of Police.
13. The Parties agree that each Party shall be responsible for any economic damages that result from the negligence of such Party or such Party's employees, officers, agents, or attorneys.
14. The BOARD and CITY acknowledge that each entity is an agency or subdivision of the State of Florida. To the extent permitted in Section 768.28(19), Florida Statutes, each Party shall indemnify, defend, and hold harmless, and free from the liability, the other Party, its officers, agents, or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the services contemplated hereunder to the extent caused by the negligence of the indemnifying Party.
15. The provisions of this MOU are in no event intended to constitute a waiver of, or in any way affect or impinge, the rights, privileges and immunities of any Party provided or arising pursuant to the provisions of Section 768.28, Florida Statutes, as amended from time to time, or any corresponding provisions of law.

16. The CITY agrees to the goals and guidelines stipulated in the attached Exhibits I and II, which are incorporated by reference herein and made a part hereof.
17. This MOU and respective Exhibits I and II, constitute the entire agreement between the Parties and contains all of the agreements described herein between the Parties with respect to the subject matter contained herein. This MOU supersedes all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this MOU and respective Exhibits I and II.
18. No provision of this MOU may be changed or modified except by written agreement signed by the Parties.
19. This MOU is for the benefit of BOARD and the CITY. No other person is intended to be a beneficiary under this MOU. No employee of the CITY shall derive any property right in his/her employment not otherwise enjoyed by such employee, by virtue of this MOU. Furthermore, neither the CITY nor the BOARD assumes any duties to any individual, including foreseeable victims of crime, not otherwise imposed by common law, by virtue of the execution of this MOU.
20. The Parties acknowledge that, by the signing of this MOU, they have the right, power, legal capacity, and authority to enter into, and perform their respective obligations under this MOU, and no approvals or consents of any persons other than the Parties are necessary in connection with this MOU.
21. The Parties shall not assign nor transfer their respective obligations under this MOU, but this MOU shall continue in full force and effect notwithstanding the election or appointment of a Chief of Police who succeeds the CITY in office. This MOU shall be binding on the Parties' respective successors.
22. Notwithstanding any provisions in this MOU to the contrary, if the BOARD does not provide funding to the CITY to provide services pursuant to this MOU or any appendix contained or referenced, the CITY may terminate this MOU without incurring any further liability or obligations to the BOARD.
23. The BOARD has designated the Major and the CITY has designated the Chief of Police for the purpose of implementing the terms of this MOU.

24. To the extent that any provision of this MOU shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deleted from this MOU, and the validity and enforceability of the remainder of such provision, if any, and of this MOU shall be unaffected.
25. This MOU shall be subject to and governed by the laws of the State of Florida, without regard to that state's conflict of laws principles. Venue for any action to interpret or enforce this MOU or that otherwise arises out of this MOU, shall lie exclusively in the appropriate state court in and for Brevard County, Florida.
26. This MOU may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
27. The Parties acknowledge that many of their communications and documentation pertaining to this MOU may contain sensitive security information that is confidential and exempt from public records disclosure requirements in accordance with Section 281.301, Florida Statutes, and Section 119.071(3), Florida Statutes. Each Party acknowledges and agrees that it will comply with all aspects of Florida law relative to this MOU, including, but not limited to, the provisions of Chapters 119 and 281, Florida Statutes, pertaining to security systems / features, personnel schedules, duties, assignments, security personnel numbers, plans, records, and meetings that may be exempt from public access or disclosure.
28. Any request for training records of School Resource Officers (SROs) assigned to schools by the CITY, pursuant to Florida Statute 1006.12, shall be made directly to the CITY as the employing agency of the law enforcement officers serving as SROs. Such requests shall not be made to or processed by the School Board or any individual school within the Brevard County School District. The CITY shall be solely responsible for maintaining, processing, and responding to any requests for SRO training records in accordance with applicable laws and regulations. The School Board and its employees shall promptly redirect any requests for SRO training records to the CITY.

29. IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE BOARD SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS (CURRENTLY                     @MLBFL.ORG) AT 321-608-7222 OR AT EMAIL: CITY.CLERK@MLBFL.ORG OR AT ADDRESS: 900 E. STRAWBRIDGE AVENUE, MELBOURNE, FL 32901, (ATTENTION: RECORDS).
30. IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 AND 281, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, THE CITY SHALL CONTACT THE BOARD'S CUSTODIAN OF PUBLIC RECORDS AT 321-633-1000, EXT. 11453, OR AT SCHOOL BOARD OF BREVARD COUNTY, ATTENTION: RECORDS, 2700 JUDGE FRAN JAMIESON WAY, VIERA, FLORIDA 32940.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, the authorized representatives of each of the Parties hereto sign this MOU below on the date specified below, but in all events effective July 1, 2025.

**CITY OF MELBOURNE, FLORIDA**

**THE SCHOOL BOARD OF  
BREVARD COUNTY, FLORIDA**

BY \_\_\_\_\_

BY \_\_\_\_\_  
Gene Trent, Board Chair

Dated: \_\_\_\_\_, 2025

Dated: \_\_\_\_\_, 2025

ATTEST

BY \_\_\_\_\_  
Mark J. Rendell, Ed.D.  
Superintendent

BY \_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_, 2025

Dated: \_\_\_\_\_, 2025

Approved as to form:

\_\_\_\_\_  
Paul Gibbs, General Counsel  
School Board of Brevard County, Florida

Dated: \_\_\_\_\_, 2025

Attachments:      Exhibit I  
                         Exhibit II

## **Exhibit I**

### **SCHOOL RESOURCE OFFICER PROGRAM GOALS**

1. To enhance student safety and improve the security of school campuses;
2. To develop and promote positive relationships between students and law enforcement officers;
3. To foster a better understanding of law enforcement officers in the community;
4. To develop positive concepts of law enforcement;
5. To identify and prevent delinquent behavior through counseling and referral;
6. To provide assistance and support for victims of crime identified within the school setting, including abused children;
7. To develop a better appreciation of citizenship, citizens' rights, obligations, and responsibilities;
8. To provide information about crime prevention;
9. To enhance knowledge of the fundamental concepts and structure of the law;
10. To provide materials and consultative assistance to teachers and parents on various law education topics.

## **Exhibit II**

### **SCHOOL RESOURCE OFFICER PROGRAM GUIDELINES**

1. The School Resource Officer (SRO) is a CITY police officer and shall remain exclusively an employee of the CITY and responsible to the police department chain of command.
2. Prior to the first day of school, the SRO will present to the Principal a written plan of action for the school year. The plan should include the SRO's work and activities schedule, and if appropriate, his/her work schedule and duties for District pre-planning and post-planning activities. This plan should also include an outline of classroom presentations that may be conducted by the SRO, as well as the number of instructional hours that the SRO may provide.
3. Not less than one (1) time per semester, the SRO and Principal will meet to review the SRO's plan of action and verbally discuss the SRO's progress. As necessary, additional meetings may be requested by either the Principal or the SRO to review the progress of the plan of action.
4. The SRO may be asked to provide supplemental instruction at the discretion of the Principal, as qualified. The Attorney General's (SRO Basic and Advanced Training) philosophy with regard to in-class SRO presentations will be used as a guide.
5. The SRO will engage with students in the following ways: before school during student arrival, between class breaks and during lunch periods, and after school during student dismissal.
6. The SRO shall report to his/her assigned school Principal daily. The SRO shall be assigned specifically to the school during all regular school days. If the SRO is called away from the school for a portion of the school day, the SRO shall notify the Principal and Melbourne Police Department supervision. The Melbourne Police Department, in conjunction with the BPS Office of District and School Security, will work to ensure appropriate coverage at the school is provided.

7. If the SRO witnesses inappropriate or unacceptable activity on campus, he/she shall report the incident to the school administration and, as appropriate, take law enforcement action. Both police department and school administrative procedures shall be followed. In the event of a policy conflict, police department policy and procedure shall prevail. The SRO shall avoid making arrests on school grounds except under exigent circumstances. If arrest is necessary, the SRO will be called to execute proper law enforcement procedure. If at all possible, the SRO should coordinate arrest and other operational strategies with the Principal.
8. Should it become necessary for the SRO to conduct a formal law enforcement interview with a student, the interview should be coordinated with the Principal, parents shall be notified by school staff, and police department policy will be followed.
9. The SRO is encouraged to attend parent, faculty, and staff meetings, as a part of the school administrative team, and to develop support and cultivate an understanding of the SRO program.
10. After consultation and approval of the Chief of Police or his/her designee, the Principal may request an SRO adjust his/her schedule and, as appropriate, may assign the SRO to duties after regular school hours, such as sponsoring extracurricular events, chaperoning field trips, or other after school activities. Any such request shall not conflict with police department policy, the officer's collective bargaining agreement, or result in overtime expenses to either the police department or the District. These after-school activities will be under the supervision of school personnel. The District will not compensate the SRO in an overtime capacity. (This does not include activities such as football games, basketball games, and school dances for which a separate contract of service is required).
11. All overtime shall be approved in advance by the SRO's law enforcement supervisor. Overtime expenses shall be borne by the CITY and not the District.
12. As determined by the police department, the SRO shall submit activity reports to be reviewed by the Principal and the Director of District and School Security.

13. The SRO has the authority to request a review of contract provisions after reasonable review and conferencing between the SRO and the Principal has occurred. The following procedures should be followed:

A. The SRO will request that a review of the contract provisions be completed stating the reasons for the request in writing. The request will be directed to the SRO's law enforcement supervisor, with a copy being provided to the Principal. A copy of that request must also be provided to the Chief of Police or his/her designee and the Director of the Office of District and School Security.

B. Within a reasonable period of time after receiving the request for review from the SRO, the Director of the Office of District and School Security will meet with the Chief of Police, or his/her designee, to mediate or resolve any contract provision concerns that may exist between the SRO and the staff at his/her assigned school.

1. With the approval of the Chief of Police or his/her designee, and the Director of the Office of District and School Security, the SRO, and specified members of the school staff, may be required to be present at a mediation meeting.

2. If, within a reasonable amount of time after commencement of mediation, the contract provision concerns cannot be resolved or mediated, in the opinion of both the Chief of Police, and the Director of the Office of District and School Security, or designees thereof, a reasonable alternative action will be identified and agreed upon in writing.

14. If, in the opinion of the Principal, the SRO is no longer effective in his or her role as an SRO, the Principal may request the reassignment of the SRO from his/her duties at school. In such cases, the following procedure should be followed:

A. The Principal will meet with the SRO, and the SRO's law enforcement supervisor and express the concerns and needs of the school. The Principal will work collaboratively with the SRO and SRO's law enforcement supervisor to clearly identify in writing their expectations, as well as the SRO's agreed upon school related duties

and responsibilities. As appropriate, the SRO's law enforcement supervisor may implement a written action plan.

B. If, after reasonable review and discussion between the SRO, the SRO law enforcement supervisor and the Principal has occurred, in the opinion of the Principal the SRO's effectiveness remains questionable, the Principal may request the SRO be reassigned from their position at their assigned school.

C. The Principal shall contact the Director of District and School Security and request that the SRO be removed from the program at his/her school.

15. School Board employees shall not conduct an internal investigation of alleged improper conduct on the part of the SRO. The Principal or any other BOARD employee shall report all allegations of improper conduct to either the SRO's law enforcement supervisor or to the police department Internal Affairs function.

16. At any time during the school year when students are not in school, or at the conclusion of the regular school year, the SRO shall be assigned other duties by the Chief of Police.



**Melbourne City Council**  
**June 10, 2025**  
**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.15.b.           |

**Subject:**

Federal Fiscal Year 2024/2025 Edward Byrne Memorial JAG Program funds for Brevard County Sheriff's Office Prisoner Transportation Program.

**Background/Consideration:**

The Florida Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice (USDOP) in the amount of \$6,403,156 for the Edward Byrne Memorial Justice Assistance Grant (JAG). FDLE will distribute JAG-County-wide (JAGC) local shares in accordance with the Florida Administrative Code. For JAG-Countywide, each county is allocated a portion of the state's federal award for use by local units of governments within the jurisdiction. The FDLE determines each county's allocation through a funding algorithm based on population and crime statistics.

Each year, the law enforcement agencies in Brevard County agree to have funding allocated from the JAG Grant to the Brevard County Sheriff's Office to assist with funding the cost of the Prisoner Transport Program. The funding is provided directly to the Brevard County Sheriff's Office, which continues to provide this important partnership mission. This year, Brevard County was allocated \$141,391. This program assists in the efficiency of our agency as the BCSO handles many of the agency's prisoner transports to the jail in Sharpes. This is a cost and time-saving measure and protects the safety of our officers.

**Fiscal/Budget Impact:**

The City of Melbourne does not receive any direct funding from this grant; however, the savings to the City includes the cost of manpower and wear and tear on police vehicles that would be utilized if this service was not provided.

**Requested Action:**

Approval of allocation for Federal Fiscal Year 2024/2025 Edward Byrne Memorial JAG Program funds for the Brevard County Sheriff's Office Prisoner Transportation Program in the amount of \$141,391 and authorization for the mayor to execute a letter of support.



# MELBOURNE POLICE DEPARTMENT

David Gillespie, Chief of Police

OFFICE OF THE CHIEF OF POLICE

June 11, 2025

Mr. Cody Menacof  
Bureau Chief  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
P.O. Box 1489  
Tallahassee, Florida 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida *Rule 11D-9, F.A.C.*, the City of Melbourne approves the distribution of \$141,391.00 of Federal Fiscal Year 2024 Edward Byrne Memorial JAG program funds for the following projects in Brevard County:

| Subgrantee / Implementing Agency                                          | Project Purpose         | Amount       |
|---------------------------------------------------------------------------|-------------------------|--------------|
| Brevard County Board of Commissioners/<br>Brevard County Sheriff's Office | Prisoner Transportation | \$141,391.00 |

Sincerely,

Paul Alfrey  
Mayor

PA:km





**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                 |
|--------------------------------------------|-----------------|
| Department:                                | Fire Department |
| Presenter:                                 | Clark Simmons   |
| Council District:                          | N/A             |
| Reading Number:                            | N/A             |
| Quasi-judicial Item (Disclosure Required): | No              |
| Public Hearing:                            | No              |
| Item Number:                               | C.15.c.         |

**Subject:**

Purchase of Fuel Tank Replacements for the Fire Department.

**Background/Consideration:**

The Convault fuel tanks at Stations 71 and 75, manufactured in 1995, have deteriorated and no longer meet compliance standards, posing a risk of operational disruption. Despite repair efforts, the tanks are now beyond their serviceable life and cannot pass inspection. Each site currently has a 2000-gallon tank for gasoline and diesel, though the gasoline portion has not been used for over a decade due to ethanol-related issues.

The proposed solution is to replace the existing tanks with modern 1000-gallon diesel-only tanks. The project includes permitted removal and disposal and permitted installation of new tanks and pumps. These new systems are expected to have a useful life of over 30 years.

**Contract/Solicitation:**

This vendor is authorized to perform fuel tank replacement services per Brevard County contract number B-5-24-62. This contract expires on August 28, 2029. The quoted labor costs are the same as contract pricing. The quoted pricing for materials could not be verified. A copy of the Brevard County contract is available for review in the Procurement Division.

**Fiscal/Budget Impact:**

Funding is available in Capital Improvement Project No. 11924 (Convault Fuel Tanks at Stations 71 & 75).

**Requested Action:**

Approval of purchase of fuel tank replacements for the Fire Department, Station Nos. 71 and 75, Project No. 11924, JSR Fueling Technologies LLC, Melbourne, FL - estimated amount of \$119,799.14.

# CERTIFIED POLLUTANT STORAGE SYSTEM CONTRACTOR

PCC 1256948

JSR Fueling Technologies, LLC.

3111 Skyway Circle

Suite 111

Melbourne, FL 32934

## Estimate

| Date      | Estimate No. |
|-----------|--------------|
| 5/12/2025 | 6096         |

### Name/Address

Melbourne Fire - Station 71  
865 Eau Gallie Blvd  
Melbourne, FL 32935

### Job Site Address

Station 71  
865 Eau Gallie Blvd  
Melbourne, FL 32935

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Rate      | Qty | Total     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----|-----------|
| *** Reflecting Pricing Per B-5-24-62 Fuel Pump, Fuel Site & Tank Repairs and Inspection Services Contract with Brevard County ***                                                                                                                                                                                                                                                                                                                                                                                                    |           |     |           |
| Labor: \$85 per hour<br>Mark up: 10%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           |     |           |
| *** Does not include any surveying or extra engineering needed for permitting***                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |     |           |
| Mobilization and Demobilization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1,250.00  | 1   | 1,250.00  |
| JSR will supply and install all parts listed below, JSR will be responsible for all permits and engineering for this install, JSR will be responsible for the turn key operation. JSR will caution off area, have the tank set and mounted, install equipment necessary onto tank, JSR will mount dispensers, fill boxes then pipe them all in place installing all FDEP Approved equipment. JSR will have the lines and tank tested for FDEP. "Once approved by FDEP and County Inspections, Melbourne Fire can fill tank with fuel |           |     |           |
| Permit Package (City of Melbourne) - Engineering                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2,542.50  | 1   | 2,542.50  |
| -Tank, Tie Downs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |     |           |
| FDEP Tank Registration - Submission, testing, and correspondence                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 631.49    | 1   | 631.49    |
| Melbourne Permits - Permit fees and Inspections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 750.00    | 1   | 750.00    |
| Petroleum Technician Labor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 85.00     | 28  | 2,380.00  |
| (1) 1,000 Gallon Aboveground Double Wall UL-2085 I Fireguard Storage Tank                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 17,994.00 | 1   | 17,994.00 |
| -Saddle Supports                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |     |           |
| -Std threaded fittings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |     |           |
| -Ladder/platform welded to one end for fill access                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |           |     |           |
| -Epoxy primer with a white urethane finish paint                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |     |           |
| -(2) 6" Emergency vents                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           |     |           |
| 64" Diameter x 6'-0" Long (P) 70" Diameter x 6'-9" Long (S) I Approximate wt: 5,800 lbs.                                                                                                                                                                                                                                                                                                                                                                                                                                             |           |     |           |
| Delivery to Site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1,925.00  | 1   | 1,925.00  |
| Electrical installation -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 995.00    | 1   | 995.00    |
| - Installation of the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |           |     |           |
| - Run electrical for new pump and E-stop - or relocate                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |     |           |
| - Explosion proof conduit and fittings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |           |     |           |
| -15Gpm 115 Volt AC 60Hz Cabinet Pump 807C Gallon Meter Universal Nozzle Boot Nozzle Retainer No Accessories                                                                                                                                                                                                                                                                                                                                                                                                                          | 1,590.72  | 1   | 1,590.72  |
| -2 Inch 3-1/2 Gallon Ast Spill Container                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 235.10    | 1   | 235.10    |
| -2 Inch Cast Iron Hinged Style Fill Cap Female Thread - Powder Coated Black                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 43.22     | 1   | 43.22     |
| -2 Inch Mushroom Vent Cap NPT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 30.37     | 1   | 30.37     |
| - 2 Inch NPT x 70 Inch Depth Type K Interstitial Leak Gauge                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 80.18     | 1   | 80.18     |
| 2 Inch NPT x 64 Inch Tank Depth Type H Therma Liquid Level Gauge With 6 Inch Extension                                                                                                                                                                                                                                                                                                                                                                                                                                               | 98.08     | 1   | 98.08     |
| -3/4 Inch x 12 Foot Black Hardwall Hose Male x Male Zinc Ends. UL330 And ULC Listed.                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 88.67     | 1   | 88.67     |
| -3/4 Inch Male x 3/4 Inch Female Two Plane Swivel (2)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 39.08     | 1   | 39.08     |
| -3/4 Inch Reconnectable Breakaway                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 113.56    | 1   | 113.56    |
| -3/4 Inch x 8 Inch Black Hardwall Whip Hose Male x Male Zinc Ends. UL330 And ULC Listed.                                                                                                                                                                                                                                                                                                                                                                                                                                             | 20.02     | 1   | 20.02     |
| - 11B Series Green B5 Diesel Pressure-Sensing Automatic Prepay Nozzle With 3/4 Inch NPT Inlet, 2-Piece Hand Insulator, Aluminum Spout, And 2-Position Hold-Open Rack. UL2586 Listed                                                                                                                                                                                                                                                                                                                                                  | 104.76    | 1   | 104.76    |

### Terms and Conditions

1. All applicable sales taxes for material, equipment, supplies, and subcontractors used to satisfy this contract have been included in the cost of this estimate.
2. A signed change order will be required for any extras prior to proceeding.
3. Payment is due upon receipt of invoice per payment schedule.
4. Proposal estimate is valid for 30 days from issue date.
5. Assume that all existing electrical components, wiring and conduits can be used without modification.
6. Contractor is NOT responsible for damage to any on-site underground utilities not identified and/or located by owner.
7. Permit and Impact fees if applicable are not included in this estimate.
8. Any and all contamination discovered during excavation, handling of such, will be an extra charge.
9. Dewatering, sparging, sheet-piling, and any unforeseen underground obstructions will be an extra charge.

**I have read, understand and agree to the above estimate and conditions contained within.**

### Total

**Estimates including any and all steel products are subject to change daily until the price of steel stabilizes.**

Responsible Party Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# CERTIFIED POLLUTANT STORAGE SYSTEM CONTRACTOR

**PCC 1256948**

**JSR Fueling Technologies, LLC.**

**3111 Skyway Circle**

**Suite 111**

**Melbourne, FL 32934**

## Estimate

| Date      | Estimate No. |
|-----------|--------------|
| 5/12/2025 | 6096         |

### Name/Address

Melbourne Fire - Station 71  
865 Eau Gallie Blvd  
Melbourne, FL 32935

### Job Site Address

Station 71  
865 Eau Gallie Blvd  
Melbourne, FL 32935

| Description                                                                                                                       | Rate      | Qty | Total              |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------|-----|--------------------|
| Shipping of parts and materials                                                                                                   | 434.50    | 1   | 434.50             |
| Fuel Pipe and Venting                                                                                                             | 654.50    | 1   | 654.50             |
| Subtotal                                                                                                                          |           |     | 32,000.75          |
| ***** NEW PARTS REQUIRED FOR A PEDESTAL MOUNTED PUMP *****                                                                        |           |     |                    |
| Cabinet pump pedestal                                                                                                             | 235.34    | 1   | 235.34             |
| 14 Foot 4-Section Folding Lock Joint Tank Gauge Stick Dual Inch/Foot Scale 44 Inch Stored Length - Optional tanks                 | 43.15     | 1   | 43.15              |
| Stick                                                                                                                             |           |     |                    |
| 2" --> 1 1/4 in. NPT Anti-Siphon Valve for Above Ground Tank                                                                      | 630.73    | 1   | 630.73             |
| 2 Inch Gauge Stick Port Cap & Adapter With Id Tag Carb Evr Approved - Optional for Stick Port                                     | 108.58    | 1   | 108.58             |
| Pipe and Fittings                                                                                                                 | 98.945    | 20  | 1,978.90           |
| - 1-1/4" SS 304 Fuel Pipe and Fittings                                                                                            |           |     |                    |
| Stairs for fill access 42"-46" High x 36" wide with Landing - ALUMINUM                                                            | 2,607.55  | 1   | 2,607.55           |
| 8 Foot High Hose Retractor Complete With 2 Inch Square Tubing And Hardware                                                        | 437.11    | 1   | 437.11             |
| Hose Clamp For 1-3/8 Inch Od Hose 1 Inch Id                                                                                       | 17.46     | 1   | 17.46              |
| Petroleum Technician Labor                                                                                                        | 85.00     | 24  | 2,040.00           |
| - Install Stairs, edictal, piping, and pipe pressure test                                                                         |           |     |                    |
| Subtotal - Additional To Original Quote - For Pedistal Mounted Pump and Hose Hanger                                               |           |     | 8,098.82           |
| 2000 gallon Split CONVAULT 2085 tank removal.                                                                                     | 19,800.00 | 1   | 19,800.00          |
| - Triple rinse clean and remove old fuel and sludge                                                                               |           |     |                    |
| - Notifications to FDEP                                                                                                           |           |     |                    |
| - Disconnect tank and rig for lifting onto JSR trailer.                                                                           |           |     |                    |
| - Provide crane for 30,000lb lift.                                                                                                |           |     |                    |
| - Haul 30,000 pound tank to demo yard and cut steel off concrete liner, break out concrete from inner tank, cut steel inner tank. |           |     |                    |
| - Dispose of steel and concrete                                                                                                   |           |     |                    |
| - File FDEP paperwork for tank removal, limited closure                                                                           |           |     |                    |
| -JSR to provide disposal receipts for tank and sludge.                                                                            |           |     |                    |
| <b>Total</b>                                                                                                                      |           |     | <b>\$59,899.57</b> |

### Terms and Conditions

1. All applicable sales taxes for material, equipment, supplies, and subcontractors used to satisfy this contract have been included in the cost of this estimate.
2. A signed change order will be required for any extras prior to proceeding.
3. Payment is due upon receipt of invoice per payment schedule.
4. Proposal estimate is valid for 30 days from issue date.
5. Assume that all existing electrical components, wiring and conduits can be used without modification.
6. Contractor is NOT responsible for damage to any on-site underground utilities not identified and/or located by owner.
7. Permit and Impact fees if applicable are not included in this estimate.
8. Any and all contamination discovered during excavation, handling of such, will be an extra charge.
9. Dewatering, sparing, sheet-piling, and any unforeseen underground obstructions will be an extra charge.

**Estimates including any and all steel products  
are subject to change daily until  
the price of steel stabilizes.**

**I have read, understand and agree to the above estimate and conditions contained within.**

Responsible Party Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



# CERTIFIED POLLUTANT STORAGE SYSTEM CONTRACTOR

**PCC 1256948**

**JSR Fueling Technologies, LLC.**

**3111 Skyway Circle**

**Suite 111**

**Melbourne, FL 32934**

## Estimate

| Date      | Estimate No. |
|-----------|--------------|
| 5/12/2025 | 6061         |

### Name/Address

Melbourne Fire - Station 75  
151 E University Blvd.  
Melbourne, FL 32901

### Job Site Address

Station 75  
151 E University Blvd.  
Melbourne, FL 32901

| Description                                                                                                                       | Rate      | Qty | Total              |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------|-----|--------------------|
| Shipping of parts and materials                                                                                                   | 434.50    | 1   | 434.50             |
| Fuel Pipe and Venting                                                                                                             | 654.50    | 1   | 654.50             |
| Subtotal                                                                                                                          |           |     | 32,000.75          |
| ***** NEW PARTS REQUIRED FOR A PEDESTAL MOUNTED PUMP *****                                                                        |           |     |                    |
| Cabinet pump pedestal                                                                                                             | 235.34    | 1   | 235.34             |
| 14 Foot 4-Section Folding Lock Joint Tank Gauge Stick Dual Inch/Foot Scale 44 Inch Stored Length - Optional tanks                 | 43.15     | 1   | 43.15              |
| Stick                                                                                                                             |           |     |                    |
| 2" --> 1 1/4 in. NPT Anti-Siphon Valve for Above Ground Tank                                                                      | 630.73    | 1   | 630.73             |
| 2 Inch Gauge Stick Port Cap & Adapter With Id Tag Carb Evr Approved - Optional for Stick Port                                     | 108.58    | 1   | 108.58             |
| Pipe and Fittings                                                                                                                 | 98.945    | 20  | 1,978.90           |
| - 1-1/4" SS 304 Fuel Pipe and Fittings                                                                                            |           |     |                    |
| Stairs for fill access 42"-46" High x 36" wide with Landing - ALUMINUM                                                            | 2,607.55  | 1   | 2,607.55           |
| 8 Foot High Hose Retractor Complete With 2 Inch Square Tubing And Hardware                                                        | 437.11    | 1   | 437.11             |
| Hose Clamp For 1-3/8 Inch Od Hose 1 Inch Id                                                                                       | 17.46     | 1   | 17.46              |
| Petroleum Technician Labor                                                                                                        | 85.00     | 24  | 2,040.00           |
| - Install Stairs, edictal, piping, and pipe pressure test                                                                         |           |     |                    |
| Subtotal - Additional To Original Quote - For Pedistal Mounted Pump and Hose Hanger                                               |           |     | 8,098.82           |
| 2000 gallon Split CONVAULT 2085 tank removal.                                                                                     | 19,800.00 | 1   | 19,800.00          |
| - Triple rinse clean and remove old fuel and sludge                                                                               |           |     |                    |
| - Notifications to FDEP                                                                                                           |           |     |                    |
| - Disconnect tank and rig for lifting onto JSR trailer.                                                                           |           |     |                    |
| - Provide crane for 30,000lb lift.                                                                                                |           |     |                    |
| - Haul 30,000 pound tank to demo yard and cut steel off concrete liner, break out concrete from inner tank, cut steel inner tank. |           |     |                    |
| - Dispose of steel and concrete                                                                                                   |           |     |                    |
| - File FDEP paperwork for tank removal, limited closure                                                                           |           |     |                    |
| -JSR to provide disposal receipts for tank and sludge.                                                                            |           |     |                    |
| <b>Total</b>                                                                                                                      |           |     | <b>\$59,899.57</b> |

### Terms and Conditions

1. All applicable sales taxes for material, equipment, supplies, and subcontractors used to satisfy this contract have been included in the cost of this estimate.
2. A signed change order will be required for any extras prior to proceeding.
3. Payment is due upon receipt of invoice per payment schedule.
4. Proposal estimate is valid for 30 days from issue date.
5. Assume that all existing electrical components, wiring and conduits can be used without modification.
6. Contractor is NOT responsible for damage to any on-site underground utilities not identified and/or located by owner.
7. Permit and Impact fees if applicable are not included in this estimate.
8. Any and all contamination discovered during excavation, handling of such, will be an extra charge.
9. Dewatering, sparing, sheet-piling, and any unforeseen underground obstructions will be an extra charge.

**Estimates including any and all steel products  
are subject to change daily until  
the price of steel stabilizes.**

**I have read, understand and agree to the above estimate and conditions contained within.**

Responsible Party Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**Melbourne City Council**  
**June 10, 2025**  
**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.15.d.                  |

**Subject:**

Contract award for Hydrant and Valve Maintenance, Repair and Flushing Services for the Water Distribution Division.

**Background/Consideration:**

Water Distribution has a Capital Improvement Project for an annual valve exercising and inspection program. This program is mandated by the Florida Department of Environmental Protection and is to ensure isolation valves in the water distribution system are being exercised and kept in good working order. In addition, the program provides the City with valuable information needed for locating, identifying problems, and collecting information to input into the GIS system in order to make quick decisions during emergency repairs and operations.

**Contract/Solicitation:**

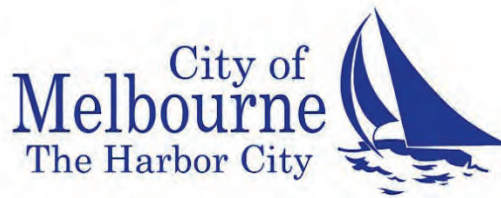
This contract piggybacks the pricing from Seminole County, Florida contract number IFB-604913-24/LAS. A copy of the contract signed by the vendor is attached. This contract expires on March 26, 2028, with two, one-year renewals available.

**Fiscal/Budget Impact:**

No fiscal impact at this time. Individual work orders will have fiscal impact at the time of approval.

**Requested Action:**

Approval of the contract award for Hydrant and Valve Maintenance, Repair and Flushing Services for the Water Distribution Division, Hydromax USA LLC, Flower Mound, TX.



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

**AGREEMENT FOR PURCHASE OF SERVICES PREVIOUSLY BID  
HYDRANT & VALVE MAINTENANCE, REPAIR, AND FLUSHING**

This Agreement for Purchase of Services Previously Bid (this "Agreement") is made this \_\_\_\_\_, by and between the City of Melbourne, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY"); and Hydromax USA LLC, a Foreign Limited Liability Company whose address is 3700 River Walk Drive Suite 145, Flower Mound, TX 75028 (the "CONTRACTOR").

**RECITALS**

WHEREAS the CITY desires to obtain Hydrant & Valve Maintenance, Repair, and Flushing and

WHEREAS, pursuant to a request for proposals, Seminole County, Florida entered into a contract with CONTRACTOR pursuant to the Seminole County IFB-604913-24/LAS; and

WHEREAS, the CITY has reviewed the procurement process and scope of services of such competitively bid Seminole County and has determined that it is an agreement that can be utilized by the CITY to purchase Hydrant and Valve Maintenance, repair and flushing pursuant to City Code, §2-576(1); and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of such Seminole County; and

WHEREAS, the CITY desires to contract with the CONTRACTOR for the purchase of certain Hydrant and Valve Maintenance, repair and flushing utilizing the fees and expenses contained in the CONTRACTOR's existing agreement with Seminole County as set forth in the Source Contract; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1. Recitals.**

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2. Terms of the Source Contract.**

The CONTRACTOR agrees to provide and the CITY agrees to purchase Hydrant and Valve Maintenance, Repair and Flushing in accordance with the prices, terms and conditions of the Hydrant and Valve Maintenance, Repair and Flushing dated March 27, 2025 between Seminole County and Hydromax USA LLC based on Seminole County IFB-604913-24/LAS, attached hereto as Attachment 1 and incorporated herein by reference (the "Source Contract"), as modified in this Agreement. Nothing herein shall be read as a transfer, assignment or delegation of the Source Contract from Seminole County to the City of Melbourne. This is a non-exclusive services contract.

**Section 3. Amendment to the Source Contract.**

The Source Contract, as it applies to the CITY and the CONTRACTOR, is hereby modified as set forth below.

**3.1 Definitions.**

All references in the Source Contract to "SEMINOLE COUNTY" or "COUNTY" shall be replaced with and refer to the "City of Melbourne, a Florida municipal corporation." All references in the Source Contract to the "contractor" shall refer to the CONTRACTOR.

**3.2 Expiration Date.**

This Agreement shall expire on March 26, 2028, with two (2) one - year renewal options unless otherwise extended or terminated, as set forth in the Source Contract. However, any extension of the Agreement shall be at CITY's sole discretion.

### 3.3 Purchase Order.

On an as-needed basis, the CITY will issue a purchase order against this Agreement as authorization for the CONTRACTOR to provide services. As requested by the CITY pursuant to a written purchase order issued by the CITY, the CONTRACTOR shall provide to the CITY the Scope of Services set forth in Exhibit A of the Source Contract utilizing the professional fees set forth in Exhibit C of the Source Contract and all pursuant to the terms and conditions set forth in the Source Contract and this Agreement. All transaction related fees will be charged based on the Price Tables provided in Exhibit C of the Source Contract.

### 3.4 Pricing.

Payment by the CITY will be subject to the CITY's written authorization and, for transactional work, final acceptance of services performed by CONTRACTOR. Acceptance on behalf of the CITY is not effective until evidenced in writing and issued by the City Finance Director or her designee. Notwithstanding the foregoing, the City's payment shall not constitute acceptance. For payment, CONTRACTOR must submit original invoice to the City of Melbourne, Accounts Payable Department, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

### 3.5 Contacts.

Section 28 Notices of the Source Contract shall be amended to reflect the following notice provisions:

If to the CITY, to: Procurement Manager  
City of Melbourne  
900 East Strawbridge Avenue  
Melbourne, Florida 32901  
Telephone: (321) 608-7065

With a copy to: Assistant Utilities Operations Superintendent  
City of Melbourne  
900 East Strawbridge Avenue,  
Melbourne, Florida 32901  
Telephone: (321) 608-5102

If to the CONTRACTOR, to:  
Hydromax USA LLC  
3700 River Walk Dr, Suite 145  
Flower Mound, TX 75028

### 3.6 General provisions.

The following shall be added as Section 34 of the Source Contract:

#### b. GENERAL PROVISIONS

1. Applicable Law. This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.
2. Time. Time is of the essence in the performance of this Agreement.
3. Invoicing and Payment. The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, et seq., Fla. Stat. and payment by the City shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement. The CONTRACTOR agrees to invoice the City no later than sixty (60) days after performance of services. The City will not be obligated to make payment against any invoices submitted after such period.
4. NON-APPROPRIATION. All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Goods provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Goods covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

5. DISPUTES. Notwithstanding anything to the contrary in the Source Contract, the parties agree that disputes will not be subject to arbitration.
6. RETENTION AND PUBLIC RECORDS
- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. A request to inspect or copy public records relating to this Agreement must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- C. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
- (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
- (1) Keep and maintain public records required by the CITY to perform the Services.
- (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
- (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
- (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- (ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.
- (iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING  
THE APPLICATION OF CHAPTER 119, FLORIDA  
STATUTES, TO THE CONTRACTOR'S DUTY TO  
PROVIDE PUBLIC RECORDS RELATING TO THIS  
AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC  
RECORDS AS FOLLOWS:**

**City Clerk**  
**900 East Strawbridge Avenue**  
**Melbourne, Florida 32901**  
**Telephone: 321-608-7220**  
**Email: [City.Clerk@MLBFL.org](mailto:City.Clerk@MLBFL.org)**

7. E-Verify. The CONTRACTOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the CONTRACTOR agrees to comply with the requirements of said statute. The CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

8. These provision shall survive the termination of this Agreement.

**Section 4. Disclosures, Representations and Certifications.**

All disclosures and representations provided by CONTRACTOR pursuant to the Source Contract and the CONTRACTOR's responsive proposal dated January 15, 2025 are hereby expressly represented as true and correct as of the date of this Agreement. All certifications provided by CONTRACTOR pursuant to the Source Contract are hereby expressly re-certified as true and correct as of the date of this Agreement. CONTRACTOR agrees and restates that the CITY has provided to the CONTRACTOR other and additional good and valuable consideration referenced within the Source Contract. CONTRACTOR further understands and agrees that CONTRACTOR and the CITY intends for and do rely upon such disclosures, representations and certifications in entering into this Agreement.

**Section 5. Sovereign Immunity.**

The CITY and the CONTRACTOR acknowledge that the CITY is Florida municipal corporation and a "state agency or subdivision" for purposes of §768.28, Fla. Statute, and enjoys sovereign immunity. Nothing in this Agreement shall be construed to alter the CITY's sovereign immunity or extend the CITY's liability beyond the limits established in Section 768.28, Florida Statutes, as amended from time to time.

**Section 6. Indemnification.**

CONTRACTOR 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, contamination of or adverse effects on the environment, and any clean-up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR'S breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Services. 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, Fla. Stat. or otherwise provided.

**Section 7. Miscellaneous.**

- 7.1 The CITY and the CONTRACTOR represent that each, respectively, has full right, power and authority to execute this Agreement, and perform its respective obligations hereunder.
- 7.2 This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of, or amendment to, this Agreement must be in writing and executed by both parties.
- 7.3 If any term or provision in this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**Section 8. Insurance Requirements.**

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed. The CONTRACTOR shall require each Subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with insurance company licensed in the State of Florida in amounts satisfactory to the CONTRACTOR or insure the activities of the Subcontractors in CONTRACTOR's own policy.
- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to maintain only Hired & Non-Owned Auto Liability Insurance.
- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
- D. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.
- E. All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

**Section 9. Conflicting Provisions.**

In the event of a conflict between the provisions set forth in this Agreement and those contained in the Source Contract, the provisions set forth herein shall control.

**Section 10. Effective Date.**

This Agreement shall become effective upon the last of the parties to sign.

**CITY OF MELBOURNE, FLORIDA**  
**A Florida municipal corporation**

By: \_\_\_\_\_  
**Jenni Lamb**  
**City Manager**  
**900 E. Strawbridge Avenue**  
**Melbourne, Florida 32901**

Date: \_\_\_\_\_

(CITY SEAL)

ATTEST: \_\_\_\_\_  
**Kevin McKeown, CITY Clerk**

Attachments:  
Attachment 1 – Source Contract

**HYDROMAX USA LLC,**  
**A Foreign Limited Liability Company**

By:  \_\_\_\_\_  
Name: Shane Majetich  
Its Vice President  
Address: 3700 River Walk Dr Suite 145  
Flower Mound, TX 75028

Date: 5/16/25

**ATTACHMENT 1**

**SOURCE CONTRACT**

On file in the Procurement Division



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                                      |
|--------------------------------------------|--------------------------------------|
| Department:                                | Engineering/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.15.e.                              |

**Subject:**

Amendment No. 3 to the Continuing Contract for Professional Consulting Services for Water and Wastewater Hydraulic Modeling and Permitting with CHA Consulting, Inc., Winter Springs, FL.

**Background/Consideration:**

This amendment will allow for task orders issued prior to the expiration of the contract to be completed as identified within the task order itself and extend the contract through August 31, 2025. A new continuing contract for hydraulic modeling and permitting is currently going through the CCNA (Continuing Consultant Negotiations Act) process and expected to be awarded in August 2025. In the event of unforeseen regulatory issues that may arise during the next three months, extending the contract through August is recommended.

There are 16 task orders that cannot be completed by the end of the contract time. Some were issued within the last six months for hydraulic model updates, permit renewals, and design services. Completion of the design and permitting will require 12 months.

**Fiscal/Budget Impact:**

No funding is required for this amendment.

**Requested Action:**

Approval of Amendment No. 3 to Continuing Contract for Professional Consulting Services for Water and Wastewater Hydraulic Modeling and Permitting for a contract time extension with CHA Consulting, Inc., Winter Park, FL.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** James Ennis, City Engineer  
**From:** Jennifer Spagnoli, Public Works & Utilities Director  
**Date:** May 27, 2025  
**Re:** Amendment No. 3 to the Professional Services Contract Renewal to CHA Solutions, Inc. for Water and Wastewater Hydraulic Modeling and Permitting Services Contract

---

On June 12, 2018, Council awarded a professional continuing contract for Water and Wastewater Hydraulic Modeling and Permitting Services with CHA Consulting, Inc. (CHA) of Winter Springs, Florida. This contract has been extended the maximum amount of time allowed by the contract; however, there are existing issued task orders that will not be completed by the expiration of the contract.

Amendment No. 3 will allow for task orders issued prior to the expiration of the contract to be completed as identified within the task order itself and extend the contract through August 31, 2025. A new continuing contract for hydraulic modeling and permitting is currently going through the Request for Qualifications process and expected to be awarded in August 2025. In the event of unforeseen regulatory issues that may arise during the next three months, extending the contract through August is recommended.

There are 16 task orders that cannot be completed by the end of the contract time. Some were issued within the last six months for hydraulic model updates, permit renewals, and design services. Completion of the design and permitting will require a minimum of 12 months.

### **Funding**

No funding is needed as part of this amendment. All funding is associated with each task order.

### **Recommendation**

Recommend approval of Amendment No. 3 to the continuing contract for professional consulting services with CHA Consulting, Inc.

**THIRD AMENDMENT TO  
RENEWED CONTINUING CONTRACT FOR PROFESSIONAL SERVICES**

This Third Amendment to Continuing Contract for Professional Services (this "Third Amendment") is entered into by and between the CITY OF MELBOURNE, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY") and CHA CONSULTING, INC., a New York corporation, whose mailing address is 1016 Spring Villas Pt. Winter Springs, FL 32708 (the "CONSULTANT"), referred to herein as the Parties (collectively) or the Party (singularly).

**RECITALS**

WHEREAS, the CITY and Reiss Engineering, Inc. entered into that certain Continuing Contract for Professional Services dated June 13, 2018 for work associated with the City's municipal water works, wastewater systems and reclaimed water works and for work associated with the water and wastewater hydraulic modeling and permitting services, which contract was first renewed and assigned from Reiss Engineering, Inc. to CONSULTANT by written renewal dated August 4, 2021 and was renewed again by written renewal dated May 17, 2023 (collectively, the "Contract"); and

WHEREAS, the Contract is scheduled to expire on June 13, 2025; and

WHEREAS, the parties desire to extend the Contract for an additional 90-day period to allow for continuity of service during the City's procurement process; and

WHEREAS, the Contract provides that professional services by the CONSULTANT is within a field of specialty and that particular work is to be performed pursuant to approved task orders; and

WHEREAS, pursuant to the terms of the Contract, each approved task order authorizing work must set forth the time for performance of a particular scope of services; and

WHEREAS, the outstanding task orders issued pursuant to the Contract are set forth on the attached Exhibit "A", and the City may issue further task orders during the term of the Contract; and

WHEREAS, the complexity of the professional services provided by the CONSULTANT for the scope of services approved are typically anticipated to take months to be completed and would be costly to turn over to new professionals prior to completion of the task; and

WHEREAS, the Parties agree that the intent of the Contract is to allow the City to

issue task orders through a period, as renewed, to seven years with the understanding that the terms and conditions of the Contract will apply through completion of such task order; and

WHEREAS, the Parties identified the need to clarify the Contract to reflect the term is intended to limit when task orders are authorized and not to limit when tasks are completed; and

WHEREAS, the CITY and the CONSULTANT hereto desire to amend the Contract to reflect the intention of the Parties, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONSULTANT agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this Third Amendment have the respective meanings assigned to them in the Contract.

Section 2. Modifications to the Contract. In interpreting this amendment, underlined text is new text inserted into the Contract, and ~~stricken through~~ language is text deleted from the Contract.

a. Article 8 of the Contract is hereby modified as follows:

ARTICLE 8: PERIOD OF SERVICE

This Agreement shall be for a period of three (3) years. In addition, subject to the CITY's sole discretion, this Agreement may be extended by CITY twice, in two (2) year increments and then may be extended by the CITY for an additional 90 days. Notwithstanding anything to the contrary, the parties understand and agree that this term reflects the period of time in which task orders may be authorized and is not intended to limit the duration of the task order authorized within such period and the parties agree that the provisions of this Agreement shall apply to all outstanding task orders through completion of the respective scope of services.

Section 3. Extension. The Parties hereby agree to extend the Contract an additional 90 (ninety) days to expire September 11, 2025 subject to outstanding task orders as set forth in Article 8 of the Contract, as amended.

Section 4. .Date of Effectiveness; Limited Effect. This Third Amendment will be deemed effective as of June 13, 2025 (the "Effective Date"). Except as expressly provided in this Third Amendment, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONSULTANT. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of

any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONSULTANT that would require the waiver or consent of the other party. On and after the Effective Date, each reference in the Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Contract, as amended by this Third Amendment.

Section 5. Miscellaneous.

a. This Third Amendment is governed by, and construed in accordance with, the laws of the State of Florida, without regard to the conflict of laws provisions of such State.

b. This Third Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns, as permitted.

c. The headings in this Third Amendment are for reference only and do not affect the interpretation of this Third Amendment.

d. This Third Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Third Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Third Amendment.

e. The Contract as amended by this Third Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

f. Each Party shall pay its own costs and expenses in connection with this Third Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date first written above.

**CITY OF MELBOURNE**, a Florida  
municipal corporation

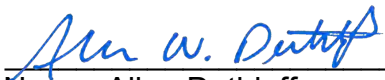
By: \_\_\_\_\_  
Jenni Lamb  
As City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kevin McKeown, City Clerk

**CHA CONSULTING, INC.**, a New York  
corporation

By:   
Name: Allen Dethloff  
Title: Project Team Leader

Date: 6/3/2025

## EXHIBIT A

### Task Orders CHA

| City Task Order Number | Current Task                                                          | Date Approved/A mended | Estimated Time to Complete                                              | City Project Manager          | CHA Project Manager |
|------------------------|-----------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------|-------------------------------|---------------------|
| REI063                 | Country Club Rd. & Florida Ave Reclaimed Water Main Extension         | 9/28/2020              | 90 days from Notice To Proceed (NTP) on permitting and bidding services | Tom Baker                     | Lawrence Rolle      |
| CHA007                 | LS 63 Sewer FM Replacement Design (Lake Washington Rd and Wickham Rd) | 4/28/2025              | 5/30/2026                                                               | Christi Winn                  | Lawrence Rolle      |
| CHA015                 | LS 38 Force Main Replacement CA Services                              | 1/23/2023              | 365 days from Contractor selection                                      | Christi Winn                  | Lawrence Rolle      |
| CHA023                 | Railroad Crossing Realignment Survey                                  | 12/14/2023             | 6/30/2026                                                               | Christi Winn                  | Lawrence Rolle      |
| CHA018                 | Inverted Siphon Rerouting Pipeline and Lift Station Design            | 7/18/2024              | 365 days from easement acquisition dependent on final path forward      | Tom Baker                     | Carter Belvin       |
| CHA019                 | Western FM Phase 2 Design                                             | 9/21/2023              | 10/10/2025                                                              | Tom Baker                     | Jeff Grant          |
| CHA021                 | Lower Croton Road (LS 6) FM Design                                    | 10/27/2023             | 12/15/2025                                                              | Tom Baker                     | Jeff Grant          |
| CHA024                 | Large Transmission Main Design Phase 1                                | 1/11/2024              | 1/15/2026                                                               | Jennifer Spagnoli             | Jeff Grant          |
| CHA025                 | WRF Master Plan                                                       | 6/5/2024               | 10/28/2025                                                              | Jennifer Spagnoli             | Mark Worsham        |
| CHA026                 | LCRR - Phase II: Compliance and Program Management                    | 10/25/2024             | 4/23/2026                                                               | Leigh Ann Mcdonald            | Leann Wishah        |
| CHA027                 | 2025 As-Needed                                                        | 10/28/2024             | 10/28/2025                                                              | Jennifer Spagnoli / Tom Baker | Kelcia Mazana       |
| CHA028                 | Western FM Phase 3A                                                   | 1/24/2025              | 1/19/2026                                                               | Tom Baker                     | Jeff Grant          |
| CHA029                 | Grant Street and DB Lee WRF Permit Renewal                            | 3/31/2025              | 7/29/2025                                                               | Christi Winn                  | Kelcia Mazana       |
| CHA030                 | LS 63 Sewer FM Replacement CA Services (Task Order No. CHA030)        | 6/10/2025              | NTP will be delayed. 210 days from NTP.                                 | Christi Winn                  | Lawrence Rolle      |
| CHA031                 | Concentrate discharge permit renewal (CHA031)                         | 6/10/2025              | 12/7/2025                                                               | Jennifer Spagnoli             | Kelcia Mazana       |
| CHA032                 | PW Hydraulic Model Update and Calibration (CHA032)                    | 6/10/2025              | 3/7/2026                                                                | Jennifer Spagnoli             | Chad Meisel         |



**Melbourne City Council**  
**June 10, 2025**  
**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.15.f.                  |

**Subject:**

Second Amendment to increase contract pricing for City Wide Concrete Work for the Streets Division.

**Background/Consideration:**

The contract for city wide concrete work was awarded on March 12, 2024 and the first amendment was approved and executed on January 17, 2025. Due to material cost increases, the Vendor requested a price increase, which staff finds reasonable and acceptable. The contract is utilized to perform various types of concrete work including, but not limited to, curb, driveway, sidewalk, catch basin tops, headwalls, and retaining walls. This contract is utilized on an as-needed basis. The contract will expire on March 31, 2026 and has four 12-month renewals available.

**Contract/Solicitation:**

This contract was solicited using bid number ITB-B24004D-0-2024/DM. The contract expires on March 31, 2026 and has renewals available until March 31, 2030.

**Fiscal/Budget Impact:**

Funding is budgeted in the Streets Division, Parks Division, and Golf Course Divisions' repair and maintenance budgets and is charged as work occurs, on an as-needed basis.

**Requested Action:**

Approval of Second Amendment to increase annual contract pricing by \$19,500 for City Wide Concrete Work for annual as-needed work for the Streets, Parks and Golf Divisions, A. Thomas Const. Inc., Fort Pierce, FL - estimated annual amount of \$360,925 and estimated contract amount of \$1,443,700.

**SECOND AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES**

City Wide Concrete Work  
Contract No. B24004D-0-2024/DM

This Second Amendment to Purchase Agreement for Services No. B24004D-0-2024/DM, City Wide Concrete Work is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **A. THOMAS CONST. INC.**, a Florida Profit Corporation, whose principal address is 1380 Bayshore Drive, Fort Pierce, FL 34949 (the CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. Amendment to the Existing Contract. In interpreting this amendment, underlined text is new text inserted into the Existing Contract, and ~~stricken-through~~ language is text deleted from the Existing Contract. Exhibit A4 -- Pricing Schedule is amended (Revised Exhibit A4 attached).
2. Except as expressly provided in this Second Amendment to Purchase Agreement for Services No. B24004D-0-2024/DM, City Wide Concrete Work, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

This Second amendment shall become effective upon the last of the parties to sign.

**CITY OF MELBOURNE, FLORIDA**  
A Florida municipal corporation

**A. THOMAS CONST. INC**  
A Florida Profit Corporation

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Jenni Lamb  
Its: City Manager  
900 E. Strawbridge Avenue  
Melbourne, Florida 32901

By:  Date: 05/23/2025  
Name: Andrew Thomas  
Its: President  
1380 Bayshore Drive  
Fort Pierce, Florida 34949

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

**Attachments:**

Revised Exhibit A4

**EXHIBIT A4****PRICING SCHEDULE**

CONTRACTOR shall provide all Services (and Items incidental thereto) and work set forth in this Contract for the cost stated

| Price to include all grading/excavating aspects, site preparation, leveling, fill work, and all labor and material. |                                      |                           |             |                    |                              |                                                |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------|-------------|--------------------|------------------------------|------------------------------------------------|
| ITEM #                                                                                                              | DESCRIPTION                          | ESTIMATED ANNUAL QUANTITY | UOM         | CURRENT UNIT PRICE | NEW UNIT PRICE UPON APPROVAL | EXTENDED PRICE                                 |
| 1                                                                                                                   | Sidewalk, 4" – remove, form and pour | 25,000                    | Square Foot | <del>\$40.75</del> | <u>\$11.50</u>               | <del>\$268,750.00</del><br><u>\$287,500.00</u> |
| 2                                                                                                                   | Sidewalk, 4" – form and pour         | 1,000                     | Square Foot | \$9.00             | \$9.00                       | \$9,000.00                                     |
| 3                                                                                                                   | Curb, Miami – remove, form and pour  | 100                       | Linear Foot | \$55.00            | \$55.00                      | \$5,500.00                                     |
| 4                                                                                                                   | Curb, Miami – form and pour          | 100                       | Linear Foot | \$45.00            | \$45.00                      | \$4,500.00                                     |
| 5                                                                                                                   | Curb, "F" – remove, form and pour    | 100                       | Linear Foot | \$57.00            | \$57.00                      | \$5,700.00                                     |
| 6                                                                                                                   | Curb, "F" – form and pour            | 100                       | Linear Foot | \$47.00            | \$47.00                      | \$4,700.00                                     |
| 7                                                                                                                   | Driveway, 4" – remove, form and pour | 500                       | Square Foot | <del>\$40.75</del> | <u>\$11.50</u>               | <del>\$5,375.00</del><br><u>\$5,750.00</u>     |
| 8                                                                                                                   | Driveway, 4" – form and pour         | 500                       | Square Foot | \$9.00             | \$9.00                       | \$4,500.00                                     |
| 9                                                                                                                   | Driveway, 6" – remove, form and pour | 500                       | Square Foot | <del>\$12.75</del> | <u>\$13.50</u>               | <del>\$6,375.00</del><br><u>\$6,750.00</u>     |
| 10                                                                                                                  | Driveway, 6" – form and pour         | 500                       | Square Foot | \$10.75            | \$10.75                      | \$5,375.00                                     |
| 11                                                                                                                  | Sod, Bermuda                         | 100                       | Square Foot | \$3.50             | \$3.50                       | \$350.00                                       |
| 12                                                                                                                  | Sod, St. Augustine                   | 2,000                     | Square Foot | \$4.00             | \$4.00                       | \$8,000.00                                     |
| 13                                                                                                                  | Sod, Bahia                           | 1,000                     | Square Foot | \$3.00             | \$3.00                       | \$3,000.00                                     |
| 14                                                                                                                  | Unclassified excavation, curb        | 100                       | Linear Foot | \$3.00             | \$3.00                       | \$300.00                                       |
| 15                                                                                                                  | Unclassified excavation, sidewalk    | 500                       | Square Foot | \$3.00             | \$3.00                       | \$1,500.00                                     |
| 16                                                                                                                  | Unclassified excavation, driveway    | 500                       | Square Foot | \$3.00             | \$3.00                       | \$1,500.00                                     |
| 17                                                                                                                  | Root Grinding                        | 2,000                     | Square Foot | \$3.50             | \$3.50                       | \$7,000.00                                     |
| Total (Items 1-17)                                                                                                  |                                      |                           |             |                    |                              | <del>\$341,425.00</del><br><u>\$360,925.00</u> |

*Andrew J. H.*  
5/23/2025

City of Melbourne  
**FIRST AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES**  
City Wide Concrete Work  
Contract No. B24004D-0-2024/DM

This First Amendment to Purchase Agreement for Services No. B24004D-0-2024/DM, City Wide Concrete Work is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **A. THOMAS CONST. INC.**, a Florida Profit Corporation, whose principal address is 1380 Bayshore Drive, Fort Pierce, FL 34949 (the CONTRACTOR") (Collectively the "Parties").

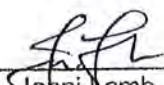
The CITY and the CONTRACTOR agree as follows:

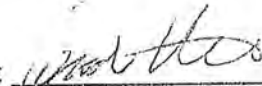
1. The Contract entered into on April 1, 2024, is hereby renewed for an additional twelve (12) month term beginning April 1, 2025 through **March 31, 2026.**
2. Except as expressly provided in this First Amendment to Purchase Agreement for Services No. B24004D-0-2024/DM, City Wide Concrete Work, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

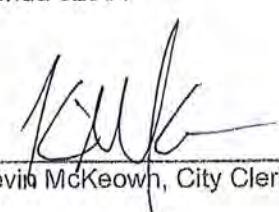
This First amendment shall become effective upon the last of the parties to sign.

**CITY OF MELBOURNE, FLORIDA**  
A Florida municipal corporation

**A. THOMAS CONST. INC**  
A Florida Profit Corporation

By:  Date 1/17/25  
Name: Jenni Lamb  
Its: City Manager  
900 E. Strawbridge Avenue  
Melbourne, Florida 32901

By:  Date 01/06/2025  
Name: Andrew Thomas  
Its: President  
1380 Bayshore Drive  
Fort Pierce, Florida 34949

ATTEST:   
Kevin McKeown, City Clerk

City of  
**Melbourne**  
The Harbor City



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

**PURCHASE AGREEMENT FOR SERVICES**  
**CITY WIDE – CONCRETE WORK**

This **PURCHASE AGREEMENT FOR SERVICES – CITY WIDE – CONCRETE WORK** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and A. Thomas Const., Inc., a Florida Corporation, whose mailing address is 1380 Bayshore Drive, Fort Pierce, FL 34949 hereinafter referred to as the **SECONDARY CONTRACTOR**.

| CITY PROCUREMENT CONTACT:                                                                                                                                                                                                       | CITY DEPARTMENT CONTACT:                                                                                                                                                                                                                                                        | CONTRACTOR CONTACT:                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Procurement Division</b><br>Deena MacDavitt, Senior Buyer<br>900 E. Strawbridge Ave,<br>Melbourne, FL 32901<br><a href="mailto:deena.macdavitt@mlbfl.org">deena.macdavitt@mlbfl.org</a><br>P: 321-608-7063 / F: 321-608-7070 | <b>Public Works and Utilities Department</b><br>Dennis Burke, Streets and Stormwater Superintendent<br>City of Melbourne<br>2895 Harper Road,<br>Melbourne, FL 32904<br><a href="mailto:dennis.burke@MLBFL.org">dennis.burke@MLBFL.org</a><br>P: 321-608-5300 / F: 321-608-5305 | <b>A. Thomas Const., Inc.</b><br>Andrew Thomas - President<br>1380 Bayshore Drive, Fort Pierce,<br>FL 34949<br>Athomas06@yahoo.com<br>P: 772-216-5898<br><i>Mail: FT Pierce 34948</i><br><i>P.O. Box 3285</i> |

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement – Services (Std Version 08/23/23)
  - ☒ Exhibit A1. Statement of Work
  - ☒ Exhibit A2. Performance Standards
  - ☐ Exhibit A3. Maintenance Agreement
  - ☒ Exhibit A4. Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☐ Exhibit D: Bid Specifications
  - ☒ Exhibit D1: Invitation to Bid # ITB-B24004D-0-2024/DM, as modified by addenda (the "ITB")
  - ☐ Exhibit D2: Request for Proposal # RFP, as modified by addenda (the "RFP")
  - ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated January 18, 2024, but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and CONTRACTOR shall sell the Services (and Items incidental thereto) as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on April 1, 2024 (the "Commencement Date"), subject to the Effective Date. This Contract expires on March 31, 2025 (the "Expiration Date") and is ☐ not renewable ☒ is renewable for up to five (5) one-year additional terms

**CITY:**

**CITY OF MELBOURNE,**  
a Florida municipal corporation

*Jenni Lamb* 3/13/24  
Jenni Lamb, City Manager Date

ATTEST: *Kevin McKenney*  
Kevin McKenney, City Clerk

**CONTRACTOR:**

**A. THOMAS CONST., INC.**  
a Florida Corporation

*Andrew Thomas* 02/19/2024  
Signature Date

Name: Andrew Thomas  
Title: President

**City Use Only**

Initial Method of Procurement (mark):

- ☐ ITB # B24004D-0-2024/DM
- ☐ RFP # \_\_\_\_\_
- ☐ Exception: \_\_\_\_\_

Commencement Date: 4/1/24

\*\* Note: But effective no earlier than last of the parties to execute

Expiration Date:

Renewal: ☐ No ☒ Yes: 5 terms ☐ Not Applicable

Council Approval Date: 3/12/24

EXHIBIT A

**STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES**

**1. DEFINITIONS**

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.
- D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.
- E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.
- F. "Expiration Date" is defined as set forth on the first page of this Contract.

**2. TERM OF AGREEMENT**

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date of this Contract shall be the date of the last of the parties to sign, unless otherwise stated. If this Contract is renewable, it shall only be renewed at CITY's sole discretion.

**3. PRICING**

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein.
- B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.
- E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.
- F. Additional costs including such taxes, surcharges and delivery

costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.

- G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.

**4. INVOICING AND PAYMENT**

- A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Contractor must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services.
- C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- D. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY.
- G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

**5. NON-APPROPRIATION –**

All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract

beyond the date of termination.

**6. NON-EXCLUSIVITY**

The right to provide the Services, which will be granted under this Contract, shall not be exclusive. The CITY reserves the right to competitively bid any Services from another provider when it is in the best interest of CITY.

**7. TERMINATION**

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- I. There shall be no charges for termination of orders for Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided.
- J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability.

**8. FORCE MAJEURE**

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at

no cost to CITY.

**9. SCHEDULING AND ORDERS**

- A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.
- D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

**10. WARRANTY**

- A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
  - (i) Items will not infringe any party's intellectual property rights;
  - (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
  - (iii) Items are new, and of the grade and quality specified;
  - (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
  - (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

**11. INDEPENDENT CONTRACTOR**

In performing Services under this Contract, CONTRACTOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods for performing the required Services. CONTRACTOR shall have complete charge and responsibility for personnel employed by CONTRACTOR; however, the CITY reserves the

right to instruct CONTRACTOR to remove from the CITY's premises immediately any of CONTRACTOR's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONTRACTOR's obligation to provide Services under this Contract.

**12. SECURITY**

CONTRACTOR confirms that employees of CONTRACTOR performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONTRACTOR understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

**13. OWNERSHIP AND BAILMENT RESPONSIBILITIES**

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONTRACTOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONTRACTOR's expense; and (v) be shipped to CITY promptly on demand.
- B. CONTRACTOR shall insure CITY's personal property and be liable for loss or damage while in CONTRACTOR's possession or control, ordinary wear and tear excepted.

**14. ASSIGNMENT OF INTELLECTUAL PROPERTY**

CONTRACTOR hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONTRACTOR arising out of or utilized by the CONTRACTOR in the performance of this Contract and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONTRACTOR waives all rights of attribution and integrity for specific works created by CONTRACTOR under this Contract.

**15. INTELLECTUAL PROPERTY INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONTRACTOR's Services. If an injunction issues as a result of any such claim or action, CONTRACTOR agrees at CONTRACTOR's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONTRACTOR or for any Item destroyed and for Services connected therewith.

**16. GENERAL INDEMNIFICATION**

CONTRACTOR 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, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this

Contract; or (iii) dangerous defects in Items. 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, Fla. Stat. or otherwise provided.

**17. COMPLIANCE WITH LAWS**

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.
- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.
- E. Public Entity Crimes Statement. CONTRACTOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. CONTRACTOR acknowledges the continuous duty to disclose to the CITY if CONTRACTOR or any of its affiliates are placed on the convicted vendor list.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONTRACTOR certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONTRACTOR has falsely certified facts under this sub-paragraph or if CONTRACTOR is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract

consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..

- H. Foreign Gifts and Contracts. CONTRACTOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONTRACTOR represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

#### 18. RETENTION AND AUDIT

- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
  - (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
    - (1) Keep and maintain public records required by the CITY to perform the Services.
    - (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
    - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
    - (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the Service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that

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

(ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

#### 19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between the CITY and CONTRACTOR 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 CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. CONTRACTOR shall not substitute the Items.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
  - First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
  - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
  - Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
  - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.
- G. Notwithstanding anything else contained in this Contract, CITY and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages

would not provide an adequate remedy in such event. The parties further agree that CONTRACTOR's failure to complete performance of the Services called for in this Contract or on any project Ordered under this Contract, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

**20. DISPUTES**

In case of dispute arising under this Contract between the parties, the decision of the CITY of Melbourne shall be final and binding of both parties.

**21. ASSIGNMENT; SUBCONTRACTORS**

CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by CONTRACTOR and CITY and subject to with the same degree of formality evidenced in this Contract. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

**22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**  
CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

**23. APPLICABLE LAW**

This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

**24. HEADINGS**

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

**25. SURVIVAL**

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (General Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Product Description and Statement of Work), Exhibit A2 (Performance Standards), Exhibit A3 (Maintenance Agreement except for Technical Support which expires or terminates), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Contract.

**26. TIME**

Time is of the essence in the performance of this Contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:**

**City Clerk**  
**900 East Strawbridge Avenue**  
**Melbourne, Florida 32901**  
**Telephone: 321-608-7220**  
**Email: offCity.Clerk@MLBFL.org**

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**EXHIBIT A1**  
**STATEMENT OF WORK**

Awarded BIDDER (hereinafter referred to as the "CONTRACTOR") shall furnish and deliver all Services (and Items incidental thereto) set forth herein, in compliance with the Performance Standards/Quality Requirements of Exhibit A2.

**I. GENERAL DESCRIPTION**

CONTRACTOR shall furnish all labor, materials, equipment, supervision and transportation necessary to provide services for as needed concrete restoration as specified in this Invitation to Bid (ITB).

**II. SITE LOCATION(S)**

CITY shall provide a list of job sites by address with estimated quantities and type of work to be performed. A new list of work sites shall not be given to the CONTRACTOR until all previous project lists are completed. An attempt is made to group work sites together in similar geographic location to increase efficiency of work. Occasionally, that will not be possible – all work assigned will need to be completed. All work assigned shall be at the discretion of the CITY.

**III. GENERAL REQUIREMENTS**

- A. CONTRACTOR shall have full and direct responsibility for the performance and completion of work under the awarded contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He/She shall bear all losses, if any, resulting on account of the amount and character of the work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him/her, or because of weather, floods, elements or other causes.
- B. CONTRACTOR needs to have sufficient manpower and equipment to be able to respond as outlined in these bid specifications. The unit price shall include maintenance of traffic (MOT) as required by all City, County and Florida Department of Transportation (FDOT) regulations. If MOT is not correctly set up, City shall have the right to stop work until MOT is correct. This will be done at no additional cost to the CITY.
- C. CONTRACTOR shall provide the CITY verification of concrete strength upon request for each completed under this contract.
- D. CONTRACTOR hereby agrees to complete assigned work orders within thirty (30) days for sidewalks and curbing, and five (5) days to complete driveways and aprons, subject to such extensions of time are provided by general and special conditions. Failure to complete assigned work orders in a timely manner may result in the termination of the purchase order/contract.
- E. CONTRACTOR shall fully comply with all local, State, and Federal laws, including all codes, ordinance and regulations applicable to this contract and work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.
- F. During performance and up until the date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect the finished work against any damage. In the event such damage, the CONTRACTOR shall promptly replace or repair such work, whichever the City shall determine to be preferable. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the City.
- G. CONTRACTOR shall be responsible to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching or leaving the work site or any area adjacent to the said work site. No separate/additional compensation shall be paid to the CONTRACTOR for the installation or maintenance of any warning devices, barricades, lights, signs and other precautionary measure required by law.
- H. Work under the awarded contract includes the CONTRACTOR being responsible for removing all form work and cleanup of the work area, including backfill and compaction to the satisfaction of the CITY.

- I. CONTRACTOR shall provide and maintain during the life of the awarded contract, equipment sufficient in number, condition and capacity to efficiently perform the work required by the awarded contract. All vehicles must be maintained in good repair, appearance, and sanitary condition at all times. The CITY reserves the right to inspect the CONTRACTOR'S equipment at any time to ascertain said condition.
- J. CONTRACTOR vehicles shall be marked with the Company logo and the logo shall contain the company name and contact number. Logo shall be readable and visible to the public.
- K. CONTRACTOR employee should be neat in appearance, be identifiable as company employees and wear appropriate safety gear at all times.
- L. The CITY may terminate contract if CONTRACTOR persistently fails to perform the work in accordance with the contract documents including but not limited to failure to supply sufficient skilled workers, suitable materials, and equipment or otherwise violates in any substantial way any provisions of the contract documents. The CITY shall have the right to terminate said agreement by giving the CONTRACTOR ten (10) days written notice and terminate the services of the CONTRACTOR from the site and take possession of the work. The CITY will determine in its sole judgment what constitutes a satisfactory level of service.
- M. CONTRACTOR shall coordinate with business/property owner(s) prior to beginning of any work that requires closing or replacing driveways.

## **II. DESCRIPTION OF WORK**

### **A. Concrete Sidewalk**

- a. CONTRACTOR shall saw cut, remove and dispose of old concrete (as required.)
- b. CONTRACTOR shall grind roots to the depth required (4", 6" or 8" deep as required) so the raw earth is completely level prior to the pouring of concrete.
- c. CONTRACTOR shall set forms to finish grade.
- d. CONTRACTOR shall pour minimum 3,000 psi, fiber-reinforced concrete (4", 6" or 8" thick as required).
- e. CONTRACTOR shall finish to match existing sidewalk, including fill as necessary.
- f. CITY shall provide CONTRACTOR the truncated dome detectable warning mats for installation by CONTRACTOR. Installation of detectable warning mats shall be in accordance with Section 527-3 of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2010 and Index 304 of the FDOT Design Standards, 2008. (or latest version.)

### **B. Concrete Curb (Miami and "F")**

- a. CONTRACTOR shall saw cut, remove and dispose of old concrete (as required.)
- b. CONTRACTOR shall set forms to finish grade.
- c. CONTRACTOR shall pour minimum 3,000 psi, fiber-reinforced concrete.
- d. CONTRACTOR shall finish to match existing curbing, including fill as necessary.

### **C. Concrete Driveway**

- a. CONTRACTOR shall saw cut, remove and dispose of old concrete (as required.)
- b. CONTRACTOR shall grind roots to the depth required (4", 6" or 8" deep as required) so the raw earth is completely level prior to the pouring of concrete.

- c. CONTRACTOR shall set forms to finish grade.
- d. CONTRACTOR shall pour minimum 3,000 psi, fiber-reinforced concrete (4" or 6" thick as required.)
- e. CONTRACTOR shall finish to match existing driveway, including fill as necessary.

**D. Catch Basins**

- a. Sawcut, remove and dispose of old concrete (as required.)
- b. Set forms to finish grade
- c. Pour minimum 3,000 psi, fiber-reinforced concrete (4", 6", 8" thick as required)
- d. Finish to match existing concrete surrounding basin, including fill and sod as necessary.

**E. Headwalls**

- a. Sawcut, remove and dispose of old concrete (as required.)
- b. Tie into existing wall and footer as needed.
- c. Pour minimum 3,000 psi, fiber-reinforced concrete to previous dimensions.
- d. Finish to match existing concrete headwall, including fill and sod as necessary.

**F. Retaining Walls**

- a. Sawcut, remove and dispose of old concrete (as required.)
- b. Tie into existing wall and footer as needed.
- c. Pour minimum 3,000 psi, fiber-reinforced concrete to previous dimensions.
- d. Finish to match existing concrete retaining wall, including fill and sod as necessary.

**G. Mitered End Sections**

- a. Sawcut, remove and dispose of old concrete (as required.)
- b. Tie into existing wall and footer as needed.
- c. Pour minimum 3,000 psi, fiber-reinforced concrete to previous dimensions.
- d. Finish to match existing concrete mitered end sections, including fill and sod as necessary.

**H. Unclassified Excavations**

Unclassified excavations is defined as any material required to be removed prior to the concrete work commencing at a location. This may include, but is not limited to dirt, sand, rock and lime rock.

I. **Forms**

Forms shall be set to finished grade and line shall be securely staked to prevent displacement during placing of concrete. Forms may be set off from the original line to provide room for existing trees as directed by the CITY. There will be no additional charge for changing original line of sidewalk. Subgrade and forms shall be thoroughly watered immediately prior to placing of concrete. After forms are pulled, a clean top soil shall be used as a backfill. All excavated areas and voids adjacent to concrete work shall be completely backfilled and compacted as needed to prevent cracking or settling of new concrete. No additional payment will be made for this work.

J. **Work Site**

- a. Utility Locates: CONTRACTOR shall be required to have all utilities located at least forty-eight (48) hours prior to the start of any work. It is the responsibility of the CONTRACTOR to ensure the proper utility is notified as soon as any utility is cut or damaged.
- b. The CITY marks the saw cut and excavation limit on each repair site. All concrete shall be saw cut along neat lines prior to removal. Any pavement that is chipped or broken outside the saw cuts due to CONTRACTOR error will be repaired at the CONTRACTOR expense.
- c. CONTRACTOR shall excavate earth in excess of that required for back filling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the CITY and property owner, it can be neatly spread over the adjacent area. No stock piling of material in the street will be allowed after work hours.
- d. CONTRACTOR shall establish positive drainage during the initial phase of grading and maintained throughout construction. The CONTRACTOR will determine grading by use of an instrument as requested by the CITY. Any completed areas within the project that do not have positive drainage will be removed and corrected at the CONTRACTOR'S expense.
- e. CONTRACTOR shall remove all trees, stumps, brush and other debris or deleterious material generated as part of this work. Proper disposal of these items is the sole responsibility of the CONTRACTOR. Disposal must be completed upon job completion.
- f. CONTRACTOR shall protect trees that are to remain free from damage.
- g. Inspections will be performed by the CITY upon receipt of invoice to be paid for each location. Any discrepancies will be noted and forwarded to the CONTRACTOR within five (5) days of that inspection. If the work is accepted, the invoices shall be processed.
- h. CONTRACTOR shall ensure all debris, including but not limited to, broken concrete, roots, other vegetation, wood chips and general rubble shall be completely removed from the site and disposed of by the CONTRACTOR daily. If stockpiling of debris occurs, the CITY will remove the debris and deduct the cost from CONTRACTOR'S payments.
- i. No material which has been used for any temporary purpose, is to be incorporated in the permanent structure without written consent from the CITY.

K. **Handicap Ramps**

CONTRACTOR shall construct ramps in accordance with the FDOT Roadway and Traffic Design Standards and the Florida Accessibility Code for Building Construction, most current edition. Placement of ramps shall be coordinated with the City.

L. **Clean-up**

CONTRACTOR shall remove all stakes, excess concrete spills, rubble, debris and other undesirable material

from the site. The entire work site shall be completely free of foreign material, caused by the CONTRACTOR'S activity, and shall be entirely restored to its original condition or better.

**M. Traffic Control**

- a. CONTRACTOR shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control plan in conformance with the latest version of the Florida Department of Transportation's (FDOT) Manual of Uniform Traffic Control Devices (MUTCD) must be submitted for each separate street where work will be performed as deemed necessary by CITY. Free-hand drawings will not be accepted.
- b. CONTRACTOR shall ensure that each person whose actions affect temporary traffic control zone safety, from upper-level management through field personnel, has received training appropriate to the job decisions each individual is required to make concerning traffic control.
- c. CONTRACTOR shall ensure all sidewalk repairs will have Type 1 barricades with "Sidewalk Closed" signs at the beginning and end of each excavation site.
- d. CONTRACTOR shall ensure that no street shall be closed without written approval from the CITY.
- e. CONTRACTOR shall ensure all construction signing shall be reflective and "like new" in appearance. The CITY may require that the signs be replaced which do not meet these requirements.
- f. CONTRACTOR shall ensure construction signing shall not be removed from work zone until approved by the CITY.

**N. Temporary Construction Water Meter**

The CONTRACTOR shall make arrangements with Customer Service for a temporary water meter. CONTRACTOR is responsible for paying temporary meter deposit and all water required for this project.

**O. Equipment Left on Jobsite**

CONTRACTOR shall ensure all equipment left on jobsite overnight shall be located within the lane closure and safely barricaded. If the lane closure is not large enough to safely accommodate the equipment, it will not be allowed to be left in the street.

**P. Stamping**

CONTRACTOR shall ensure areas of pavement and median pavement for this project will receive a stamped and patterned surface with coloring in accordance with local, state and federal requirements. This includes their requirements for expansion joints, joint filler board, welded wire fabric and concrete mix.

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## **EXHIBIT A2**

### **PERFORMANCE STANDARDS/QUALITY REQUIREMENTS**

In addition to those requirements set forth in the Product Description/Specifications attached and incorporated as Exhibit A1 to the ITB, all Services provided by the CONTRACTOR shall conform to the following:

#### **I. GENERAL REQUIREMENTS**

- A. CONTRACTOR shall comply with all federal, state and local laws and regulations.
- B. CONTRACTOR's services shall not unreasonably impede, interfere or delay operations or activities at CITY facilities.
- C. All work shall be performed between the hours of 6:00 AM and 6:00 PM, Monday through Friday, excluding CITY observed holidays, unless prior approval by the CITY is obtained.
- D. CITY reserves the right to delete addresses from assigned lists at any time no compensation shall be paid for any work deleted.
- E. CONTRACTOR shall provide means so as to be contacted by CITY staff at all times. The CONTRACTOR shall notify the appropriate CITY contact each morning of the location of repairs being performed that day. The CONTRACTOR shall respond to all messages from CITY staff within twenty- four (24) hours.
- F. CONTRACTORS shall provide a list of contact names and 24-hour emergency phone numbers for all key personnel related to this project.
- G. CITY will be responsible for notification to the public of the agreed upon start date and scope of work at least seventy-two (72) hours prior to the start of work. This shall include road closure notices. In the event these notices are needed, job completion time frames may be adjusted.
- H. CITY shall pay the CONTRACTOR for completion of the work on a unit price work basis, in accordance with the contract documents based on actual measured quantities and the unit prices stated in the proposal. A measurement of completed quantities will be conducted prior to the submittal of each pay request. The CONTRACTOR'S field supervisor and the CITY representative shall conduct this measurement.
- I. Safety Data Sheet (SDS) - Under the terms of the Florida Right - to - Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance to the CITY.

#### **II. DAMAGES**

- A. CONTRACTOR shall report to the GCS any damage created by the CONTRACTOR while operating on City property, by Contractor's employees or equipment.
- B. CONTRACTOR shall be held liable for all damage to City property, vehicles, private property, and pedestrians caused by debris or workmen engaged during the execution of this project. The CONTRACTOR shall maintain Liability Insurance coverage as set forth in requirements by the City.
- C. Any damage to turf areas, landscaping, irrigation, signs, asphalt, concrete, poles, lights, utilities, structures, or any other City property will be repaired or replaced by the City at the expense of the CONTRACTOR.

#### **III. MOBILIZATION**

There will be no mobilization fee, CONTRACTORS should include all of their applicable costs within their unit of measurement costs.

#### **IV. INSPECTION OF WORK**

- A. The CITY shall have full control and direction of the Work in all respects. The CITY shall at all times have the right to inspect the Work and the Site. If requested by the CITY, the CONTRACTOR shall uncover any of the Work for inspection and replace same, all at the CONTRACTOR's expense. The CONTRACTOR shall furnish all reasonable means for obtaining such information as the CITY may desire, regarding the quality of the Work and materials and the manner of conducting the Work.
- B. The CITY shall schedule and participate in a final inspection of the completed project by building official or other approving official, as applicable. Project areas shall be inspected and certified that all installation was in accordance with manufacturer's specifications. Any deficiencies found during final inspection shall be promptly corrected by the CONTRACTOR at no cost to the CITY and to the CITY's satisfaction. Work completed without the required inspection may be required to be removed and reinstalled at CONTRACTOR's expense.
- C. Should CONTRACTOR fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the CONTRACTOR's expense. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the CITY to declare the Contract default, in which case the CITY, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due him.
- D. Failure of the CITY to discover and reject any defective Work or material shall not prevent later rejection when such defect is discovered, nor will it obligate the CITY to final acceptance.

#### **V. CHANGES/MODIFICATIONS IN WORK**

- A. The CITY may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of written "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen Work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements.
- B. The CITY reserves the right to make such changes in the Scope of Work within the general scope of the Contract at any time by a written Change Order that may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. In making any change, the charge or credit for the change shall be approximately determined by one of the following methods prior to the issuance of the order for the changed Work.
  - 1) The change order shall set a total lump sum price for the change in the Work of the CONTRACTOR, including the CONTRACTOR's overhead and profit; also, the change order shall specify whether the amount is to be added to or deducted from the original contract price.
  - 2) When the price for the Work is determined on the basis of the number of units used, estimate the number of units which are changed, multiply the estimated number of unit(s) by the price (the price shall include the CONTRACTOR's overhead and profit) and this new total shall be specified on the change order as to whether it is to be added or deducted from the original contract price.
- C. Should the CONTRACTOR encounter, or the CITY discover conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character, the attention of the CITY shall be called immediately to such conditions before they are disturbed (notice to be

provided to the CITY in writing.) The CITY shall thereupon promptly investigate the conditions, and if CITY finds they do so materially differ, the Contract shall, with the written approval of the CITY, be modified to provide for any increase or decrease of cost, or difference in time resulting from such conditions.

- D. CONTRACTOR shall not proceed with the changes in the Work until a formal purchase order change order is received from the Procurement Division. The CONTRACTOR shall keep a tally of the correct amount of the costs of the changes together with all vouchers, invoices, etc., as directed by the CITY. These records shall be made available to the CITY at all times upon request. CONTRACTOR shall, when required by the CITY, furnish to the CITY an itemized breakdown of the quantities and prices used in computing the value of any proposed change order.
- E. CITY shall, throughout the life of the awarded contract, have the right of reasonable rejection and approval of staff assigned to the work by the CONTRACTOR. If the CITY reasonably rejects staff or sub-CONTRACTOR, the CONTRACTOR must provide replacement staff or sub-CONTRACTOR satisfactory to the CITY in a timely manner and at no additional cost to the CITY. The day-to-day supervision and control of the employees is the sole responsibility of the CONTRACTOR.

## **VI. DELAYS**

- A. CITY requires delivery and performance times for materials and services to be provided under awarded contract are described herein. In the event work does not commence or is not completed by time lines established herein, CITY reserves the right to terminate the order and issue the order to another CONTRACTOR. Repeated failure to commence or complete work within the prescribed times shall constitute default, and will be grounds for termination of any contract based on this bid.
- B. CONTRACTOR shall submit to the CITY a request for Contract time extension in writing with an initial 5 calendar day notice and a 30-calendar day final notice after the elimination of the delay to controlling item of Work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include, as a minimum, all documentation that the CONTRACTOR wishes the CITY to consider related to the delay, and the exact number of calendar days requested to be added to Contract Time. If the CONTRACTOR contends that the delay is compensable
- C. CONTRACTOR shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the CONTRACTOR fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the CITY of the timely opportunity to verify the delay and the costs of the delay, the CONTRACTOR waives any entitlement to an extension of Contract Time or additional compensation for the delay.
- D. The CITY shall have the authority to suspend the Work wholly, or in part, for such period(s) as deemed necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory execution of the Work, or such time as is necessary, due to the failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the Contract.
- E. If it should become necessary to stop Work for an indefinite period, the CONTRACTOR shall store all materials in such a manner that they will not become an obstruction nor become damaged in any way. CONTRACTOR shall take every precaution to prevent damage or deterioration of the Work performed.
- F. CONTRACTOR shall not suspend the Work without written authority from the CITY and shall proceed with the Work promptly when he has received written notice from the CITY to resume operations.
- G. No allowance of any kind will be made for such suspension of Work -except in equivalent extension of time for completion of the Contract.

## **VII. CONTRACTOR PERSONNEL/VEHICLES/EQUIPMENT**

### **A. Personnel**

- 1. CONTRACTOR shall ensure that all Work is performed by persons qualified in the respective trades necessary to properly complete the Work.

2. CONTRACTOR personnel performing under this Contract shall, at all times, possess a valid State of Florida vehicle operator license appropriate for the class of vehicle.
3. CONTRACTOR's personnel and subcontractors used on this CITY project shall be easily identifiable as CONTRACTOR personnel. CONTRACTOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property.
4. All CONTRACTOR personnel performing under this Contract shall follow appropriate CITY safety and check in/check out policies and procedures for each site. These policies and procedures will be provided by the CITY prior to commencement of work.

**B. Vehicles/Equipment**

1. CONTRACTOR vehicles used in the performance of this Contract shall have Company name and telephone number prominently displayed.

**VIII. SUBCONTRACTORS**

No Subcontractors will be allowed.

**IX. WARRANTY**

- A. All manufacturer warranties shall be transferred to the CITY before final acceptance.
- B. CONTRACTOR shall provide a minimum one (1) year labor warranty against defects due to Workmanship and materials handling.
- C. CONTRACTOR shall be obligated to repair or replace any and all defects in material or workmanship which are discovered or exist during said one (1) year period. All labor, products, and transportation shall be at CONTRACTOR'S expense. Labor shall have a warranty of one (1) year from the date of completion. Rework for incomplete, insufficient or failed work under a current warranty shall be at no cost to CITY. A "No Charge" invoice shall be submitted on all warranty repairs detailing any and all product replaced including dimensions and quantity in writing.
- D. CONTRACTOR(s) shall respond to all warranty requests within twenty-four (24) hours of notification.
- E. Effective date on all warranties shall begin at the time of complete installation and acceptance by CITY.
- F. Projects that need to be re-inspected will be done so within seventy-two (72) hours of notification.

**X. CONTRACT PRICE ADJUSTMENTS**

All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. The CITY may entertain a request for price adjustments, in writing prior to the completion of each term of the contract. CONTRACTOR shall be notified in writing of the CITY's intent to renew. It is the CONTRACTOR's responsibility to request any pricing adjustment in writing at least thirty (30) calendar days prior to the completion of each term of the contract. CONTRACTOR's adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). No price adjustment will be approved to compensate CONTRACTOR for inefficiency or for errors or omissions in judgment or for additional profit. The CITY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). The CITY also reserves the right to consider other information related to special economic and/or industry circumstances when evaluating a price change request. The CITY reserves the right to accept or reject the request for a price adjustment and to review contract pricing for price de-escalation utilizing the above methods as well.

New pricing, if acceptable to the CITY, shall go into effect upon execution of contract amendment for renewal.

**XI. INVOICING**

- A. The CITY shall pre-audit bills, invoices, and/or charges submitted by the CONTRACTOR and pay the CONTRACTOR only for approved bills, invoices, and/or charges. The CITY shall ensure that all CONTRACTOR bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

The CITY will review the invoices to determine accuracy of percentage of Work completed and accepted by the CITY

Invoices shall include the following information:

- Company Name
  - Remittance address on the face of invoice
  - CITY Purchase Order Number
  - Contract Number
  - Invoice Number
  - Date of delivery of goods
  - Delivery location/address
  - Description of goods provided per line item (include part #s as applicable)
  - Unit prices and extended total prices of goods provided
  - Allowable discounts
- B. A proper invoice shall be considered received after it is date stamped by the CITY's Director of Finance. If CONTRACTOR submits an improper invoice, the CITY shall, within 10 days after receipt of said invoice, notify CONTRACTOR, in writing, that the invoice is improper and indicate the action(s) needed to correct the invoice.

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**EXHIBIT A4****PRICING SCHEDULE**

CONTRACTOR shall provide all Services (and Items incidental thereto) and work set forth in this Contract for the cost stated

**Price to include all grading/excavating aspects, site preparation, leveling, fill work, and all labor and material.**

| ITEM #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | DESCRIPTION                          | ESTIMATED ANNUAL QUANTITY | UOM         | UNIT PRICE | EXTENDED PRICE      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------|-------------|------------|---------------------|
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Sidewalk, 4" – remove, form and pour | 25,000                    | Square Foot | \$10.75    | \$268,750.00        |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Sidewalk, 4" – form and pour         | 1,000                     | Square Foot | \$9.00     | \$9,000.00          |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Curb, Miami – remove, form and pour  | 100                       | Linear Foot | \$55.00    | \$5,500.00          |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Curb, Miami – form and pour          | 100                       | Linear Foot | \$45.00    | \$4,500.00          |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Curb, "F" – remove, form and pour    | 100                       | Linear Foot | \$57.00    | \$5,700.00          |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Curb, "F" – form and pour            | 100                       | Linear Foot | \$47.00    | \$4,700.00          |
| 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Driveway, 4" – remove, form and pour | 500                       | Square Foot | \$10.75    | \$5,375.00          |
| 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Driveway, 4" – form and pour         | 500                       | Square Foot | \$9.00     | \$4,500.00          |
| 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Driveway, 6" – remove, form and pour | 500                       | Square Foot | \$12.75    | \$6,375.00          |
| 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Driveway, 6" – form and pour         | 500                       | Square Foot | \$10.75    | \$5,375.00          |
| 11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Sod, Bermuda                         | 100                       | Square Foot | \$3.50     | \$350.00            |
| 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Sod, St. Augustine                   | 2,000                     | Square Foot | \$4.00     | \$8,000.00          |
| 13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Sod, Bahia                           | 1,000                     | Square Foot | \$3.00     | \$3,000.00          |
| 14                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Unclassified excavation, curb        | 100                       | Linear Foot | \$3.00     | \$300.00            |
| 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Unclassified excavation, sidewalk    | 500                       | Square Foot | \$3.00     | \$1,500.00          |
| 16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Unclassified excavation, driveway    | 500                       | Square Foot | \$3.00     | \$1,500.00          |
| 17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Root Grinding                        | 2,000                     | Square Foot | \$3.50     | \$7,000.00          |
| <b>Total (Items 1-17)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                      |                           |             |            | <b>\$341,425.00</b> |
| <b>Lowest Bidder award will be based on the extended price of item 1 through 17 above.</b>                                                                                                                                                                                                                                                                                                                                                                                              |                                      |                           |             |            |                     |
| The City of Melbourne reserves the right to award this bid to a primary Contractor and a secondary Contractor if in the best interest of the City. If so awarded, the total scope of work will be given to the primary Contractor. City of Melbourne shall use the services of the secondary Contractor only when the primary Contractor cannot provide service to area(s) within a reasonable period of time (as determined by City of Melbourne Public works and Utilities Director.) |                                      |                           |             |            |                     |

| <p><b>Will your company be willing to serve as a Secondary Contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</b></p> |                                                                      |                      |             |            |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------|-------------|------------|----------------|
| <p><b>Optional pricing is ancillary and will not be used as a basis of award.</b></p>                                                              |                                                                      |                      |             |            |                |
| <p><b>Optional Pricing</b></p>                                                                                                                     |                                                                      |                      |             |            |                |
| ITEM                                                                                                                                               | DESCRIPTION                                                          | ESTIMATED ANNUAL QTY | UOM         | UNIT PRICE | EXTENDED PRICE |
|                                                                                                                                                    | <b>Traffic Control (FDOT)</b>                                        |                      |             |            |                |
| 18                                                                                                                                                 | Flagmen                                                              | 1                    | Set Up      | \$1,800.00 | \$1,800.00     |
| 19                                                                                                                                                 | Arrow Board                                                          | 1                    | Set Up      | \$300.00   | \$300.00       |
| 20                                                                                                                                                 | Barricades                                                           | 1                    | Set Up      | \$200.00   | \$200.00       |
| 21                                                                                                                                                 | Lane Dividers                                                        | 1                    | Set Up      | \$400.00   | \$400.00       |
|                                                                                                                                                    | <b>Traffic Control (County)</b>                                      |                      |             |            |                |
| 22                                                                                                                                                 | Flagmen                                                              | 1                    | Set Up      | \$1,800.00 | \$1,800.00     |
| 23                                                                                                                                                 | Arrow Board                                                          | 1                    | Set Up      | \$300.00   | \$300.00       |
| 24                                                                                                                                                 | Barricades                                                           | 1                    | Set Up      | \$200.00   | \$200.00       |
| 25                                                                                                                                                 | Lane Dividers                                                        | 1                    | Set Up      | \$400.00   | \$400.00       |
| 26                                                                                                                                                 | Sidewalk, 6" – remove, form, and pour                                | 1                    | Square Foot | \$12.75    | \$12.75        |
| 27                                                                                                                                                 | Sidewalk, 6" – form and pour                                         | 1                    | Square Foot | \$10.75    | \$10.75        |
| 28                                                                                                                                                 | Sidewalk, 8" – remove, form, and pour                                | 1                    | Square Foot | \$18.00    | \$18.00        |
| 29                                                                                                                                                 | Sidewalk, 8 – form and pour                                          | 1                    | Square Foot | \$15.00    | \$15.00        |
| 30                                                                                                                                                 | Catch basin top – remove, form and pour (City to provide ring/cover) | 1                    | Cubic Yard  | \$2,800.00 | \$2,800.00     |
| 31                                                                                                                                                 | Catch basin top – form and pour (City to provide ring/cover)         | 1                    | Cubic Yard  | \$2,000.00 | \$2,000.00     |
| 32                                                                                                                                                 | Headwall – remove, form, and pour                                    | 1                    | Cubic Yard  | \$2,000.00 | \$2,000.00     |
| 33                                                                                                                                                 | Headwall – form and pour                                             | 1                    | Cubic Yard  | \$1,600.00 | \$1,600.00     |

|    |                                                                                                                                                                         |   |             |            |            |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------|------------|------------|
| 34 | Retaining Wall –<br>remove, form, and pour                                                                                                                              | 1 | Cubic Yard  | \$3,000.00 | \$3,000.00 |
| 35 | Retaining Wall – form<br>and pour                                                                                                                                       | 1 | Cubic Yard  | \$2,000.00 | \$2,000.00 |
| 36 | Mitered End Section –<br>remove, form, and pour                                                                                                                         | 1 | Cubic Yard  | \$1,800.00 | \$1,800.00 |
| 37 | Mitered End Section –<br>form and pour                                                                                                                                  | 1 | Cubic Yard  | \$1,500.00 | \$1,500.00 |
| 38 | Unclassified excavation,<br>headwall                                                                                                                                    | 1 | Square Foot | \$14.00    | \$14.00    |
| 39 | Unclassified excavation,<br>retaining wall                                                                                                                              | 1 | Square Foot | \$13.00    | \$13.00    |
| 40 | Unclassified excavation,<br>mitered end section                                                                                                                         | 1 | Square Foot | \$15.00    | \$15.00    |
| 41 | Installation of detectable<br>warning mat (the<br>truncated dome<br>detectable warning<br>mats will be provided by<br>the CITY and to be<br>installed by<br>CONTRACTOR) | 1 | Square Foot | \$25.00    | \$25.00    |
|    |                                                                                                                                                                         |   |             |            |            |

## **EXHIBIT B**

### **SUPPLEMENTAL PROVISIONS**

**1. Bid.**

This Contract is awarded based on CONTRACTOR's Bid responding to CITY's ITB. CONTRACTOR represents and warrants that all information and representations contained in the Bid is truthful to the best of CONTRACTOR's knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Bid.

**2. Performance Bonds.**

No performance bonds or payment bonds are required by this Contract.

**3. Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Services shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the CONTRACTOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Procurement Manager  
Procurement Division  
City of Melbourne  
900 East Strawbridge Avenue  
Melbourne, Florida 32901

If to CONTRACTOR:

A. Thomas Const., Inc.  
1380 Bayshore Drive,  
Fort Pierce, FL 34949

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

**4. Insurance Requirements**

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the CITY of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed. The CONTRACTOR shall require each Subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with insurance company licensed in the State of Florida

in amounts satisfactory to the CONTRACTOR or insure the activities of the Subcontractors in CONTRACTOR's own policy.

- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to maintain only Hired & Non-Owned Auto Liability Insurance.
- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
- D. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the CITY of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.
- E. All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

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**EXHIBIT D1**

**INVITATION TO BID**

**On file in Procurement Division**

**EXHIBIT D3**  
**CONTRACTOR'S RESPONSIVE BID**  
**On file in Procurement Division**



**Melbourne City Council**  
**June 10, 2025**  
**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.15.g.                  |

**Subject:**

Contract award for Horizontal Directional Drill Services up to 8" Diameter for the Water Distribution Division.

**Background/Consideration:**

Horizontal Directional Drilling (HDD) also known as Trenchless Technology, is a method used to install pipelines and other underground infrastructure without the need for extensive excavation. The City of Melbourne has utilized this technology for decades, recognizing it as the preferred method for both installing new utilities and replacing damaged ones.

Trenchless technology offers numerous benefits: it is faster, safer, more cost-effective, and significantly reduces disruptions to traffic and other city operations. Moreover, it is particularly well-suited for complex environments such as busy roadways, railway crossings, and other locations where traditional open trench methods are impractical or impossible.

**Contract/Solicitation:**

This contract was solicited using bid number ITB-B25011D-1-2025/DM. This contract expires on June 17, 2026, and has five, 1-year renewals available.

| SOLICITATION INFORMATION: |                |                            |    |
|---------------------------|----------------|----------------------------|----|
| Issue Date:               | March 31, 2025 | # of Solicitations:        | 26 |
| Legal Ad Date:            | March 31, 2025 | Pre-Bid/Pre-Proposal Date: | NA |
| Open Date:                | May 6, 2025    | # of Responses:            | 3  |

**Fiscal/Budget Impact:**

Current funding is sufficient for the remainder of this fiscal year in account 62000533-534000 (Water Distribution - Other Contract Services). Funding for these services is appropriated on an annual basis through the budget adoption process.

**Requested Action:**

Contract award for Horizontal Directional Drill Services up to 8" Diameter for the Water Distribution Division, Timeline Group, LLC, Melbourne, FL (Primary), and Concurrent Utility Services, LLC, Rockledge, FL (Secondary) - estimated annual amount \$500,000.

FINAL BID TAB  
HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER  
ITB-B25011D-1-2025/DM

| BIDDERS:                                              |               |      |                                                                             | Concurrent Utility Services, LLC |                | The Timeline Group, LLC |                | General Underground, LLC |                |
|-------------------------------------------------------|---------------|------|-----------------------------------------------------------------------------|----------------------------------|----------------|-------------------------|----------------|--------------------------|----------------|
| Item #                                                | Estimated Qty | UOM  | Description                                                                 | Unit Price                       | Extended Price | Unit Price              | Extended Price | Unit Price               | Extended Price |
| <b>HORIZONTAL DIRECTIONAL DRILLING (HDD) SERVICES</b> |               |      |                                                                             |                                  |                |                         |                |                          |                |
| A-1                                                   | 3,000         | foot | 2" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)                   | \$ 26.56                         | \$ 79,680.00   | \$ 21.50                | \$ 64,500.00   | \$ 30.00                 | \$ 90,000.00   |
| A-2                                                   | 3,000         | foot | 2" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)                 | \$ 25.77                         | \$ 77,310.00   | \$ 21.00                | \$ 63,000.00   | \$ 30.00                 | \$ 90,000.00   |
| A-3                                                   | 4,000         | foot | 2" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)                 | \$ 19.04                         | \$ 76,160.00   | \$ 18.25                | \$ 73,000.00   | \$ 30.00                 | \$ 120,000.00  |
| A-4                                                   | 3,000         | foot | 2" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)                     | \$ 18.64                         | \$ 55,920.00   | \$ 18.00                | \$ 54,000.00   | \$ 30.00                 | \$ 90,000.00   |
|                                                       |               |      |                                                                             |                                  |                |                         |                |                          |                |
| B-1                                                   | 250           | foot | 4" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)                   | \$ 49.87                         | \$ 12,467.50   | \$ 41.75                | \$ 10,437.50   | \$ 40.00                 | \$ 10,000.00   |
| B-2                                                   | 500           | foot | 4" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)                 | \$ 42.27                         | \$ 21,135.00   | \$ 37.00                | \$ 18,500.00   | \$ 40.00                 | \$ 20,000.00   |
| B-3                                                   | 500           | foot | 4" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)                 | \$ 40.37                         | \$ 20,185.00   | \$ 35.50                | \$ 17,750.00   | \$ 40.00                 | \$ 20,000.00   |
| B-4                                                   | 501           | foot | 4" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)                     | \$ 35.55                         | \$ 17,810.55   | \$ 35.00                | \$ 17,535.00   | \$ 40.00                 | \$ 20,040.00   |
|                                                       |               |      |                                                                             |                                  |                |                         |                |                          |                |
| C-1                                                   | 500           | foot | 6" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)                   | \$ 78.09                         | \$ 39,045.00   | \$ 58.00                | \$ 29,000.00   | \$ 55.00                 | \$ 27,500.00   |
| C-2                                                   | 500           | foot | 6" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)                 | \$ 64.78                         | \$ 32,390.00   | \$ 57.00                | \$ 28,500.00   | \$ 55.00                 | \$ 27,500.00   |
| C-3                                                   | 4,000         | foot | 6" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)                 | \$ 58.01                         | \$ 232,040.00  | \$ 49.50                | \$ 198,000.00  | \$ 50.00                 | \$ 200,000.00  |
| C-4                                                   | 1,000         | foot | 6" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)                     | \$ 54.80                         | \$ 54,800.00   | \$ 47.75                | \$ 47,750.00   | \$ 50.00                 | \$ 50,000.00   |
|                                                       |               |      |                                                                             |                                  |                |                         |                |                          |                |
| D-1                                                   | 50            | foot | 8" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)                   | \$ 119.53                        | \$ 5,976.50    | \$ 90.00                | \$ 4,500.00    | \$ 100.00                | \$ 5,000.00    |
| D-2                                                   | 100           | foot | 8" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)                 | \$ 96.53                         | \$ 9,653.00    | \$ 90.00                | \$ 9,000.00    | \$ 80.00                 | \$ 8,000.00    |
| D-3                                                   | 500           | foot | 8" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)                 | \$ 89.12                         | \$ 44,560.00   | \$ 89.00                | \$ 44,500.00   | \$ 70.00                 | \$ 35,000.00   |
| D-4                                                   | 501           | foot | 8" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)                     | \$ 84.23                         | \$ 42,199.23   | \$ 88.70                | \$ 44,438.70   | \$ 68.00                 | \$ 34,068.00   |
|                                                       |               |      |                                                                             |                                  |                |                         |                |                          |                |
| H-1                                                   | 100           | Each | 2" MJ adapter                                                               | \$ 292.54                        | \$ 29,254.00   | \$ 300.00               | \$ 30,000.00   | \$ 400.00                | \$ 40,000.00   |
| H-2                                                   | 20            | Each | 4" MJ adapter                                                               | \$ 257.26                        | \$ 5,145.20    | \$ 285.00               | \$ 5,700.00    | \$ 500.00                | \$ 10,000.00   |
| H-3                                                   | 50            | Each | 6" MJ adapter                                                               | \$ 326.77                        | \$ 16,338.50   | \$ 395.00               | \$ 19,750.00   | \$ 756.00                | \$ 37,800.00   |
| H-4                                                   | 10            | Each | 8" MJ adapter                                                               | \$ 463.90                        | \$ 4,639.00    | \$ 495.00               | \$ 4,950.00    | \$ 850.00                | \$ 8,500.00    |
| <b>CAD AS-BUILTS</b>                                  |               |      |                                                                             |                                  |                |                         |                |                          |                |
| I-1                                                   |               | Hour | CAD As-Builts including mobilation, pre-survey & staking                    | \$ 162.00                        | \$ 162.00      | \$ 295.00               | \$ 295.00      | \$ 250.00                | \$ 250.00      |
| <b>CORE DRILL WITH BOOT AND TIE IN INCLUDED</b>       |               |      |                                                                             |                                  |                |                         |                |                          |                |
| J-1                                                   |               | Each | core drill to host 2" force main (Boot and tie-in <b>INCLUDED</b> )         | \$ 1,106.03                      | \$ 1,106.03    | \$ 2,300.00             | \$ 2,300.00    | \$ 2,564.55              | \$ 2,564.55    |
| J-2                                                   |               | Each | core drill to host 4" gravity/force main (Boot and tie-in <b>INCLUDED</b> ) | \$ 1,639.05                      | \$ 1,639.05    | \$ 3,000.00             | \$ 3,000.00    | \$ 2,533.28              | \$ 2,533.28    |
| J-3                                                   |               | Each | core drill to host 6" gravity/force main (Boot and tie-in <b>INCLUDED</b> ) | \$ 2,527.07                      | \$ 252.07      | \$ 3,250.00             | \$ 3,250.00    | \$ 2,611.45              | \$ 2,611.45    |
| J-4                                                   |               | Each | core drill to host 8" gravity/force main (Boot and tie-in <b>INCLUDED</b> ) | \$ 2,936.08                      | \$ 2,936.08    | \$ 3,500.00             | \$ 3,500.00    | \$ 2,706.98              | \$ 2,706.98    |
| <b>TOTAL BASE PRICE:</b>                              |               |      |                                                                             |                                  | \$ 882,803.71  |                         | \$ 797,156.20  |                          | \$ 954,074.26  |
| <b>TOTAL COST FOR ITEMS A-1 - J-4</b>                 |               |      |                                                                             |                                  | \$ 882,803.00  |                         | \$ 797,156.20  |                          | \$ 954,074.26  |

| Item #                   | Estimated Qty | UOM  | Description                                                    | Unit Price  | Extended Price | Unit Price   | Extended Price | Unit Price  | Extended Price |
|--------------------------|---------------|------|----------------------------------------------------------------|-------------|----------------|--------------|----------------|-------------|----------------|
| <b>OPTIONAL PRICING:</b> |               |      |                                                                |             |                |              |                |             |                |
| OP-1                     | 1             | Each | 1" Tap with 1" Service Saddle                                  | \$ 1,176.03 |                | \$ 1,217.00  |                | \$ 1,500.00 |                |
| OP-2                     | 1             | Each | 2" Tap with 2" Service Saddle                                  | \$ 1,550.04 |                | \$ 1,304.00  |                | \$ 3,000.00 |                |
| OP-3                     | 1             | Each | 4" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 2,313.06 |                | \$ 3,023.00  |                | \$ 3,500.00 |                |
| OP-3X                    | 1             | Each | 4" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 4,600.00 |                | \$ 4,843.00  |                | \$ 4,500.00 |                |
| OP-4                     | 1             | Each | 6" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 2,698.07 |                | \$ 3,051.00  |                | \$ 3,500.00 |                |
| OP-5                     | 1             | Each | 6"x4" Wet Tap with Stainless Steel Tapping Sleeve and Valve    | \$ 5,241.11 |                | \$ 5,415.00  |                | \$ 4,500.00 |                |
| OP-6                     | 1             | Each | 6"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve    | \$ 5,993.13 |                | \$ 6,219.00  |                | \$ 4,500.00 |                |
| OP-7                     | 1             | Each | 8" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 3,001.04 |                | \$ 3,082.00  |                | \$ 3,500.00 |                |
| OP-7X                    | 1             | Each | 8" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 5,200.00 |                | \$ 5,480.00  |                | \$ 5,000.00 |                |
| OP-8                     | 1             | Each | 8"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve    | \$ 6,143.13 |                | \$ 6,361.00  |                | \$ 5,500.00 |                |
| OP-9                     | 1             | Each | 8" x 8" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 7,770.16 |                | \$ 7,803.00  |                | \$ 6,000.00 |                |
| OP-10                    | 1             | Each | 10" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve | \$ 3,049.03 |                | \$ 3,112.00  |                | \$ 3,500.00 |                |
| OP-10X                   | 1             | Each | 10" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve | \$ 5,600.00 |                | \$ 5,696.00  |                | \$ 4,500.00 |                |
| OP-11                    | 1             | Each | 10"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve   | \$ 6,745.14 |                | \$ 6,597.00  |                | \$ 5,500.00 |                |
| OP-12                    | 1             | Each | 10"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve   | \$ 8,067.16 |                | \$ 8,086.00  |                | \$ 6,000.00 |                |
| OP-13                    | 1             | Each | 12" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve | \$ 3,183.03 |                | \$ 3,362.00  |                | \$ 3,500.00 |                |
| OP-13X                   | 1             | Each | 12" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve | \$ 6,200.00 |                | \$ 5,921.00  |                | \$ 4,500.00 |                |
| OP-14                    | 1             | Each | 12"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve   | \$ 7,407.15 |                | \$ 6,891.00  |                | \$ 5,500.00 |                |
| OP-15                    | 1             | Each | 12"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve   | \$ 8,520.16 |                | \$ 8,513.00  |                | \$ 6,000.00 |                |
| OP-17                    | 1             | Each | 6" Fire Hydrant Assembly <b>FURNISH and</b> Install            | \$ 5,632.16 |                | \$ 8,360.00  |                | \$ 4,500.00 |                |
| OP-18X                   | 1             | Each | 4" C-900 Pipe Installed (20' Section)                          | \$ 589.00   |                | \$ 662.00    |                | \$ 800.00   |                |
| OP-18                    | 1             | Each | 6" C-900 Pipe Installed (20' Section)                          | \$ 864.02   |                | \$ 918.00    |                | \$ 1,000.00 |                |
| OP-19                    | 1             | Each | 8" C-900 Pipe Installed (20' Section)                          | \$ 1,245.63 |                | \$ 1,278.00  |                | \$ 1,200.00 |                |
| OP-22X                   | 1             | Each | 2" Line Stop with Stainless Steel Sleeve                       | \$ 5,000.00 |                | \$ 7,318.00  |                | \$ 3,500.00 |                |
| OP-22XX                  | 1             | Each | 4" Line Stop with Stainless Steel Sleeve                       | \$ 6,900.00 |                | \$ 8,994.00  |                | \$ 5,500.00 |                |
| OP-22                    | 1             | Each | 6" Line Stop with Stainless Steel Sleeve                       | \$ 8,279.59 |                | \$ 9,143.00  |                | \$ 8,500.00 |                |
| OP-23                    | 1             | Each | 8" Line Stop with Stainless Steel Sleeve                       | \$ 9,198.79 |                | \$ 10,403.00 |                | \$ 9,500.00 |                |
| OP-26                    | 1             | Each | Single Service Complete                                        | \$ 1,356.03 |                | \$ 1,426.00  |                | \$ 213.57   |                |
| OP-27                    | 1             | Each | Double Service Complete                                        | \$ 1,752.44 |                | \$ 1,673.00  |                | \$ 2,509.59 |                |
| OP-28                    | 1             | foot | 1" SDR9, 2" casing (0-50 ft. install)                          | \$ 1,562.64 |                | \$ 26.00     |                | \$ 30.00    |                |
| OP-29                    | 1             | foot | 1" SDR9, 2" casing (51-100 ft. install)                        | \$ 1,260.63 |                | \$ 21.00     |                | \$ 30.00    |                |
| OP-30                    | 1             | Each | connect to existing meter                                      | \$ 226.01   |                | \$ 149.00    |                | \$ 450.00   |                |
| OP-31 a                  | 1             | Each | <b>Furnish and</b> install 2" gate valve on new HDPE           | \$ 1,200.00 |                | \$ 1,493.00  |                | \$ 1,500.00 |                |
| OP-31 b                  | 1             | Each | Furnish and install 4" gate valve on new HDPE                  | \$ 2,000.00 |                | \$ 2,495.00  |                | \$ 1,750.00 |                |
| OP-31 c                  | 1             | Each | Furnish and install 6" gate valve on new HDPE                  | \$ 2,500.00 |                | \$ 3,050.00  |                | \$ 2,100.00 |                |
| OP-31 d                  | 1             | Each | Furnish and install 8" gate valve on new HDPE                  | \$ 3,600.00 |                | \$ 4,007.00  |                | \$ 2,500.00 |                |
| OP-32                    | 1             | Each | Connect to existing 2" valve/main                              | \$ 985.63   |                | \$ 860.00    |                | \$ 3,000.00 |                |
| OP-33                    | 1             | Each | Connect to existing 4" valve/main                              | \$ 1,408.04 |                | \$ 1,161.00  |                | \$ 3,000.00 |                |
| OP-34                    | 1             | Each | Connect to existing 6" valve/main                              | \$ 1,689.65 |                | \$ 1,335.00  |                | \$ 4,000.00 |                |
| OP-35                    | 1             | Each | Connect to existing 8" valve/main                              | \$ 1,900.85 |                | \$ 1,961.00  |                | \$ 4,500.00 |                |
| OP-38                    | 1             | Each | Pre Con Video                                                  | \$ 930.00   |                | \$ 974.00    |                | \$ 2,500.00 |                |
| OP-39                    | 1             | Each | Dewatering                                                     | \$ 5,390.00 |                | \$ 6,235.00  |                | \$ 3,000.00 |                |

| Item #                                       | Estimated Qty | UOM   | Description                                 | Unit Price  | Extended Price | Unit Price  | Extended Price | Unit Price  | Extended Price |
|----------------------------------------------|---------------|-------|---------------------------------------------|-------------|----------------|-------------|----------------|-------------|----------------|
| OP-39X                                       | 1             | LF    | Clearing and Grubbing                       | \$ 7.25     |                | \$ 13.00    |                | \$ 45.00    |                |
| OP-39XX                                      | 1             | LF    | Grout Existing Line (4" to 8")              | \$ 15.00    |                | \$ 15.00    |                | \$ 15.00    |                |
| <b>Traffic Control - FDOT Right of Way</b>   |               |       |                                             |             |                |             |                |             |                |
| OP-40                                        | 1             | Setup | Flagman                                     | \$ 810.00   |                | \$ 831.00   |                | \$ 955.85   |                |
| OP-41                                        | 1             | Setup | Arrow Board                                 | \$ 85.00    |                | \$ 91.00    |                | \$ 104.55   |                |
| OP-42                                        | 1             | Setup | Barricades                                  | \$ 53.00    |                | \$ 65.00    |                | \$ 74.68    |                |
| OP-43                                        | 1             | Setup | Lane Dividers                               | \$ 71.00    |                | \$ 78.00    |                | \$ 89.61    |                |
| <b>810</b>                                   |               |       |                                             |             |                |             |                |             |                |
| OP-44                                        | 1             | Setup | Flagman                                     | \$ 810.00   |                | \$ 831.00   |                | \$ 955.85   |                |
| OP-45                                        | 1             | Setup | Arrow Board                                 | \$ 85.00    |                | \$ 91.00    |                | \$ 104.55   |                |
| OP-46                                        | 1             | Setup | Barricades                                  | \$ 53.00    |                | \$ 65.00    |                | \$ 74.68    |                |
| OP-47                                        | 1             | Setup | Lane Dividers                               | \$ 600.00   |                | \$ 78.00    |                | \$ 89.61    |                |
| <b>Traffic Control - County Right of Way</b> |               |       |                                             |             |                |             |                |             |                |
| OP-48                                        | 1             | Setup | Flagman                                     | \$ 810.00   |                | \$ 831.00   |                | \$ 955.85   |                |
| OP-49                                        | 1             | Setup | Arrow Board                                 | \$ 85.00    |                | \$ 90.00    |                | \$ 104.55   |                |
| OP-50                                        | 1             | Setup | Barricades                                  | \$ 53.00    |                | \$ 64.00    |                | \$ 74.68    |                |
| OP-51                                        | 1             | Setup | Lane Dividers                               | \$ 60.00    |                | \$ 77.00    |                | \$ 89.61    |                |
| OP-52                                        | 1             | each  | Sidewalk Replacement 5' x 5' section        | \$ 879.00   |                | \$ 1,100.00 |                | \$ 1,500.00 |                |
| OP-53                                        | 1             | each  | Asphalt patch, 5' x 5' section              | \$ 1,200.00 |                | \$ 1,225.00 |                | \$ 1,731.60 |                |
| OP-54                                        | 1             | each  | asphalt patch, 10' x 10' section            | \$ 1,799.00 |                | \$ 1,700.00 |                | \$ 4,333.00 |                |
| OP-55                                        | 1             | DY    | Maintenance of Traffic (includes DOT Plan)  | \$ 102.00   |                | \$ 400.00   |                | \$ 2,000.00 |                |
| OP-56                                        | 1             | Each  | Furnish and Replace Sod (Per 5'x5' Section) | \$ 475.00   |                | \$ 500.00   |                | \$ 100.00   |                |

  
**City of Melbourne**  
 The Harbor City  
**Procurement Division**

Procurement Division • 900 E. Strawbridge Ave • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

**PURCHASE AGREEMENT FOR SERVICES**  
**HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER**

This **PURCHASE AGREEMENT FOR SERVICES – HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER** (this "Contract") is entered into by and between the City of Melbourne, a Florida municipal corporation, who's address is 900 E. Strawbridge Avenue, Melbourne, FL 32901, hereinafter referred to as the **CITY**, and **The Timeline Group, LLC.**, a Florida Limited Liability Company, whose principal address is 96 Carmen St, Melbourne, FL 32951 hereinafter referred to as the **PRIMARY CONTRACTOR**.

| CITY PROCUREMENT CONTACT:                                                                                                                                                                                       | CITY DEPARTMENT CONTACT:                                                                                                                                                                                                                               | VENDOR CONTACT:                                                                                                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Procurement Division</b><br>Deena MacDavitt, Senior Buyer<br>901 E. Strawbridge Ave.<br>Melbourne, FL 32901<br><a href="mailto:Deena.macdavitt@mlbfl.org">Deena.macdavitt@mlbfl.org</a><br>P: (321) 608-7063 | <b>Utilities Operations Division</b><br>Nicholas Coster, Assistant Utilities<br>Operations Superintendent<br>2881 Harper Road,<br>Melbourne, FL 32904<br><a href="mailto:Nicholas.coster@mlbfl.org">Nicholas.coster@mlbfl.org</a><br>P: (321) 608-5102 | <b>The Timeline Group, LLC</b><br>Eric Raven, President<br>96 Carmen St,<br>Melbourne, FL 32951<br><a href="mailto:Eric@thetimelinegroup.com">Eric@thetimelinegroup.com</a><br>P: (321) 508-5636 |

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement – Services (Std Version 2/7/2024)
  - ☒ Exhibit A1: Statement of Work
  - ☒ Exhibit A2: Performance Standards
  - ☐ Exhibit A3: Maintenance Agreement
  - ☒ Exhibit A4: Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- Exhibit D: Specifications
  - ☒ Exhibit D1: Type of Solicitation (ITB) # ITB-B25011D-1-2025/DM as modified by addenda (the "ITB")
  - ☐ Exhibit D2: Request for Proposal # \_\_\_\_\_ as modified by addenda (the "RFP")
  - ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated May 6, 2025 but only to the extent responsive to CITY's ITB, IFQ, or RFP (the "Bid")

CITY may purchase and CONTRACTOR shall provide the Services as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on June 18, 2025 (the Commencement Date), subject to the Effective Date. This Contract expires on June 17, 2026 (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) one-year terms, subject to the Effective Date set forth herein.

**CITY:**  
**CITY OF MELBOURNE,**  
 a Florida Municipal Corporation

\_\_\_\_\_  
 Jenni Lamb, City Manager Date

ATTEST: \_\_\_\_\_  
 Kevin McKeown, City Clerk

**CONTRACTOR:**  
**THE TIMELINE GROUP, LLC**  
 a Florida Limited Liability Company

\_\_\_\_\_  
 Signature Date 5/18/25

Name: Eric M Raven  
 Title: President

**City Use Only**

Initial Method of Procurement (mark):

☒ ITB #B25011D-1-2025/DM

☐ RFP # \_\_\_\_\_

☐ Exception: \_\_\_\_\_

Commencement Date: 6/18/2025 \*\*

\*\*Note: But effective no earlier than last of the parties to execute

Expiration Date: 6/17/2026

Renewal: ☐ No ☒ Yes: 5 terms ☐ Not Applicable

City Council Award Date: \_\_\_\_\_

  
**City of**  
**Melbourne**  
 The Harbor City  
**Procurement Division**

Procurement Division • 900 E. Strawbridge Ave • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

**PURCHASE AGREEMENT FOR SERVICES**

**HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER**

This **PURCHASE AGREEMENT FOR SERVICES – HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER** (this "Contract") is entered into by and between the City of Melbourne, a Florida municipal corporation, who's address is 900 E. Strawbridge Avenue, Melbourne, FL 32901, hereinafter referred to as the **CITY**, and **CONCURRENT UTILITY SERVICES, LLC.**, a Florida Limited Liability Company, whose principal address is 2774 Carrier Ave, Sanford, FL 32773 hereinafter referred to as the **SECONDARY CONTRACTOR**.

| CITY PROCUREMENT CONTACT:                                                                                                                                                                                       | CITY DEPARTMENT CONTACT:                                                                                                                                                                                                                               | VENDOR CONTACT:                                                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Procurement Division</b><br>Deena MacDavitt, Senior Buyer<br>901 E. Strawbridge Ave.<br>Melbourne, FL 32901<br><a href="mailto:Deena.macdavitt@mlbfl.org">Deena.macdavitt@mlbfl.org</a><br>P: (321) 608-7063 | <b>Utilities Operations Division</b><br>Nicholas Coster, Assistant Utilities<br>Operations Superintendent<br>2881 Harper Road,<br>Melbourne, FL 32904<br><a href="mailto:Nicholas.coster@mlbfl.org">Nicholas.coster@mlbfl.org</a><br>P: (321) 608-5102 | <b>Concurrent Utility Services, LLC</b><br>Patrick Johnson<br>455 Gus Hipp Blvd,<br>Rockledge, FL 32955<br><a href="mailto:Pjhonson@concurrentllc.net">Pjhonson@concurrentllc.net</a><br>P: (321) 233-4759 |

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement – Services (Std Version 2/7/2024)
  - ☒ Exhibit A1: Statement of Work
  - ☒ Exhibit A2: Performance Standards
  - ☐ Exhibit A3: Maintenance Agreement
  - ☒ Exhibit A4: Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- Exhibit D: Specifications
  - ☒ Exhibit D1: Type of Solicitation (ITB) # ITB-B25011D-1-2025/DM as modified by addenda (the "ITB")
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CITY may purchase and CONTRACTOR shall provide the Services as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on June 18, 2025 (the Commencement Date"), subject to the Effective Date. This Contract expires on June 17, 2026 (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) one-year terms, subject to the Effective Date set forth herein.

**CITY:**  
**CITY OF MELBOURNE,**  
 a Florida Municipal Corporation

\_\_\_\_\_  
 Jenni Lamb, City Manager Date

ATTEST: \_\_\_\_\_  
 Kevin McKeown, City Clerk

**CONTRACTOR:**  
**CONCURRENT UTILITY SERVICES, LLC**  
 a Florida Limited Liability Company

\_\_\_\_\_  
 Signature Date 5/19/2025

Name: Aaron Lefond  
 Title: President

**City Use Only**

Initial Method of Procurement (mark):

- ☒ ITB #B25011D-1-2025/DM
- ☐ RFP # \_\_\_\_\_
- ☐ Exception: \_\_\_\_\_

Commencement Date: 6/18/2025 \*\*

\*\*Note: But effective no earlier than last of the parties to execute

Expiration Date: 6/17/2026

Renewal: ☐ No ☒ Yes: 5 terms ☐ Not Applicable

City Council Award Date: \_\_\_\_\_

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.
- D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.
- E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.
- F. "Expiration Date" is defined as set forth on the first page of this Contract.

2. TERM OF AGREEMENT

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date of this Contract shall be the date of the last of the parties to sign, unless otherwise stated. If this Contract is renewable, it shall only be renewed at CITY's sole discretion.

3. PRICING

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. The parties agree that 1% of the total payment to CONTRACTOR is the specific consideration from the CITY to CONTRACTOR for CONTRACTOR's indemnity agreement.
- B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld.
- E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city

governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.

- F. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Contractor must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services.
- C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- D. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY.
- G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION –

All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract,

CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

**6. NON-EXCLUSIVITY**

The right to provide the Services, which will be granted under this Contract, shall not be exclusive. The CITY reserves the right to competitively bid any Services from another provider when it is in the best interest of CITY.

**7. TERMINATION**

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- I. There shall be no charges for termination of orders for Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided.
- J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability.

**8. FORCE MAJEURE**

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies,

CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

**9. SCHEDULING AND ORDERS**

- A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.
- B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.
- D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

**10. WARRANTY**

- A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
  - (i) Items will not infringe any party's intellectual property rights;
  - (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
  - (iii) Items are new, and of the grade and quality specified;
  - (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
  - (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

**11. INDEPENDENT CONTRACTOR**

In performing Services under this Contract, CONTRACTOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods

for performing the required Services. CONTRACTOR shall have complete charge and responsibility for personnel employed by CONTRACTOR; however, the CITY reserves the right to instruct CONTRACTOR to remove from the CITY's premises immediately any of CONTRACTOR's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONTRACTOR's obligation to provide Services under this Contract.

**12. SECURITY**

CONTRACTOR confirms that employees of CONTRACTOR performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONTRACTOR understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered.

**13. OWNERSHIP AND BAILMENT RESPONSIBILITIES**

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONTRACTOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONTRACTOR's expense; and (v) be shipped to CITY promptly on demand.
- B. CONTRACTOR shall insure CITY's personal property and be liable for loss or damage while in CONTRACTOR's possession or control, ordinary wear and tear excepted.

**14. ASSIGNMENT OF INTELLECTUAL PROPERTY**

CONTRACTOR hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONTRACTOR arising out of or utilized by the CONTRACTOR in the performance of this Contract and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONTRACTOR waives all rights of attribution and integrity for specific works created by CONTRACTOR under this Contract.

**15. INTELLECTUAL PROPERTY INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONTRACTOR's Services. If an injunction issues as a result of any such claim or action, CONTRACTOR agrees at CONTRACTOR's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONTRACTOR or for any Item destroyed and for Services connected therewith.

**16. GENERAL INDEMNIFICATION**

CONTRACTOR 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, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this

Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. 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, Fla. Stat. or otherwise provided.

**17. COMPLIANCE WITH LAWS**

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.
- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.
- E. Public Entity Crimes Statement. CONTRACTOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. CONTRACTOR acknowledges the continuous duty to disclose to the CITY if CONTRACTOR or any of its affiliates are placed on the convicted vendor list.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONTRACTOR certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONTRACTOR has falsely certified facts under this sub-paragraph or if CONTRACTOR is found to

have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..

- H. Foreign Gifts and Contracts. CONTRACTOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONTRACTOR represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

#### 18. RETENTION AND AUDIT

- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
  - (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
    - (1) Keep and maintain public records required by the CITY to perform the Services.
    - (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
    - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
    - (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to

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

(ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

#### 19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between the CITY and CONTRACTOR 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 CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. CONTRACTOR shall not substitute the Items.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
  - First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
  - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
  - Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
  - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.
- G. Notwithstanding anything else contained in this Contract, CITY

and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONTRACTOR's failure to complete performance of the Services called for in this Contract or on any project Ordered under this Contract, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

**20. DISPUTES**

In case of dispute arising under this Contract between the parties, the decision of the CITY of Melbourne shall be final and binding of both parties.

**21. ASSIGNMENT; SUBCONTRACTORS**

CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by CONTRACTOR and CITY and subject to with the same degree of formality evidenced in this Contract. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall

require prior written approval by the CITY.

**22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**

CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

**23. APPLICABLE LAW**

This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

**24. HEADINGS**

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

**25. SURVIVAL**

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (General Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Product Description and Statement of Work), Exhibit A2 (Performance Standards), Exhibit A3 (Maintenance Agreement except for Technical Support which expires or terminates), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Contract.

**26. TIME**

Time is of the essence in the performance of this Contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS:**

**City Clerk**  
**900 East Strawbridge Avenue**  
**Melbourne, Florida 32901**  
**Telephone: 321-608-7220**  
**Email: [City.Clerk@MLBFL.org](mailto:City.Clerk@MLBFL.org)**

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## EXHIBIT A1

### SCOPE OF SERVICES

Awarded BIDDER (hereinafter referred to as the "CONTRACTOR") shall furnish and deliver all Services (and Items incidental thereto) set forth herein, in compliance with the Performance Standards/Quality Requirements of Exhibit A2.

#### I. GENERAL DESCRIPTION

CONTRACTOR shall furnish all labor, materials, equipment, supervision and transportation necessary for horizontal directional drilling (HDD) services of various sized SDR11 DIPS-HDPE.

#### II. SITE LOCATION(S)

Site locations will be determined by the CITY.

#### III. SCOPE OF SERVICES

CONTRACTOR shall include but not be limited to obtaining all utility locates through Sunshine One-Call, furnishing all material, equipment's and labor for each of the projects listed below and having a contingency plan including backup equipment in the event of drilling failure.

#### IV. PRODUCT SPECIFICATIONS

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS." Bidders have the burden of proving product equivalency and shall provide adequate and sufficient technical data, drawings and details to clearly establish beyond all doubt that the proposed product or system meets or exceeds all express requirements contained in this ITB. The City shall be the sole judge of equivalency and its decision shall be final.

##### A. HDPE Pipe Standards

- ASTM D3261: Butt heat fusion polyethylene pipe and tubing.
- AWWA C-906/ASTM D3350. DR-11 HDPE (High Density Polyethylene) 12 AWG copper clad tracing wire; 2" to 12".
- Meet Pipe and Fitting requirements and be approved by the National Sanitation Foundation (NSF) meeting NSF 61 Standards.

##### B. Acceptable HDPE Pipe Manufacturers

- Performance Pipe;
- JM Manufacturing;
- National Pipe;
- Dura-line;
- CF/Central/Independent

C. Two (2) strands of 12 AWG copper clad steel conductor gage tracing wire shall be pulled in conjunction with, and in the same bore as the pipe.

D. Each end of said pipe shall have an appropriately sized MJ adapter attached by way of "butt fusion" and/or "mechanical insertion with stiffener and restraint".

E. Once installed, and prior to acceptance, tracing wire will be tested for continuity and signal strength.

F. Pipe and fittings shall be pressure tested at 150 psi for a period of two hours.

## **V. EXECUTION**

- A. It shall be the CONTRACTOR's responsibility to perform the directional drilling work in strict conformance with the requirements of the agency in whose right-of-way or easement the work is being performed. Any special requirements of the agency such as insurance, flagmen, etc., shall be strictly adhered to during the performance of work. The special requirements shall be performed by the Contractor at no additional cost to the CITY.
- B. Pipe shall be handled, stored and joined in accordance with manufacturer's specifications and/or these Specifications.

## **VI. EXCAVATION**

- A. Required directional drilling pits shall be excavated and maintained to minimum dimension. Said excavations shall be adequately barricaded, sheeted, braced and dewatered, as required, in accordance with the applicable portions of these Specifications.
- B. Excavation adjacent to the road pavement shall be performed in a manner to adequately support these facilities.

## **VII. DIRECTIONAL DRILLING OPERATIONS**

- A. Installation shall be in a trenchless manner producing continuous bores.
- B. The tunneling system shall be remotely steerable and permit electronic monitoring of tunnel depth and location. Accurate placement of pipe within a +/-2-inch window is required both horizontally and vertically.
- C. Continuous monitoring of the boring head is required, including across open water. Equipment shall be fitted with a permanent alarm system capable of detecting an electrical current. The system shall have an audible alarm to warn the operator if the drill head contacts electrified cables.
- D. Contractor shall track and plot actual horizontal and vertical alignment of pilot hole at intervals not exceeding five feet (5'). Contractor shall provide the Engineer with position and inclination of the pilot hole. The system must be remotely steerable and permit electronic monitoring of tunnel depth and location.
- E. If unexpected subsurface conditions are encountered during the bore, the procedure shall be stopped. The installation shall not continue until the City has been consulted.
- F. The Contractor shall construct the pilot hole conforming to the following alignment requirements:
  - Pilot hole exit point shall be within five feet (5') of horizontal alignment shown.
  - Throughout its alignment, pilot hole shall be within five feet (5') of horizontal alignment shown and no shallower than vertical alignment shown.
  - Alignment shall have no intermediate high points that might trap air in pipe after installation.
  - Curvature of completed pilot hole shall not exceed that which after pipe installation will result in pipe wall stress greater than 0.50 yield stress.
- G. Acceptance: If pilot hole alignment fails to conform to specified requirements, Contractor shall drill a new pilot hole with alignment meeting specified requirements.
- H. Tunneling shall be performed by a steerable drill head with drill bit cutting process, utilizing a liquid clay, i.e. bentonite slurry drilling fluid. The drilling fluid will maintain tunnel stability and provide lubrication during the drilling process and to reduce frictional drag while the pipe is being installed. In addition, the clay fluid shall be totally inert and contain no environmental risk. The Contractor shall have a mobile spoils recovery system on-site to remove the drilling spoils from the access pits. The spoils shall be transported from the job site and be disposed of in accordance with local, state and federal regulations.

- I. Liquid clay type colloidal drilling fluid shall consist of high-grade, processed bentonite clay to consolidate cuttings of the soil, to seal the walls of the hole and to furnish lubrication for subsequent removal of cuttings. The slurry, shall be high in colloids of the bentonite type. Drilling fluid shall facilitate lubrication of the drill head, transport of drill cuttings stabilize the bore hole from collapse and inhibit the loss of slurry into surrounding formations. The drilling mud shall be in accordance with state/federal regulations and/or permit conditions. The Contractor shall install erosion and sedimentation control measures including, but not limited to, straw bales to prevent drilling mud from inadvertently spilling out of the entrance/exit pit.
- J. Mechanical, pneumatic, or water-jetting methods will be considered unacceptable due to the possibility of surface subsidence.
- K. After an initial bore has been completed, a reamer will be installed at the termination pit and the pipe will be pulled back to the starting pit. The reamer must also be capable of discharging liquid clay to facilitate the installation of the pipe into a stabilized and lubricated tunnel. All drilling fluids and cuttings brought to the surface shall be promptly removed and disposed of offsite.
- L. Upon completion of boring and pipe installation, the Contractor will remove all fluids, materials and spills from the starting and termination pits and project sites. All pits and project sites will be restored to their original condition.
- M. All waterways, ditches, wetlands and channels shall be protected by the Contractor from contamination by fluids and materials used and developed by the drilling process for this project. Contractor shall be fully responsible for any contamination of local waterways and wetlands by fluids and materials used and/or developed by the drilling process for this project.
- N. Contractor shall operate and maintain pedestrian and traffic barriers during all phases of construction activities and shall cover all open pits at the end of each working day.

#### **VIII. REAMING PILOT HOLE AND PULLING PIPE**

- A. Contractor shall obtain City's approval to proceed before enlarging pilot hole and pulling pipe into position. A City representative shall be present to monitor the pulling of the pipe. The contractor is to notify the City in writing forty-eight (48) hours prior to the operation.
- B. Pre-excavate pipe entry and receiving areas to provide a gradual entry of the pipe without stress to the pipe or joints and to allow free movement into the bore hole at an acceptable depth. Carefully guide pipe in such a manner as to avoid deformation of, or damage to, the pipe.
- C. The carrier pipe shall be pulled back through using the wet insertion construction technique. At the Contractor's option, the pipe may be installed full of water. The limits of the directional bore construction and plan view length of pipe are shown on the construction plans.
- D. While pulling pipe, Contractor shall enlarge pilot hole ahead of pipe to diameter sufficient for pulling pie into position.
- E. The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking, movement or distortion of surface features.
- F. While pulling pipe, Contractor shall handle pipe in manner that does not overstress pipe. Limit radius of curvature along length of pipe during installation to minimum radius of one hundred feet (100'). If pipe buckles or is otherwise damaged, Contractor shall remove damaged section and replace it with new pipes at no additional expense to the City.
- G. Contractor shall protect interior lining and exterior coating from damage. Piping with gouges, cuts or scarring in excess of ten percent (10%) of the pipe wall thickness will not be accepted.
- H. Contractor shall pull pipe so that the minimum of ten feet (10') of pipe is exposed at both ends of bore. Pull back of product pipe shall be made in continuous single pull without interruptions or delays.
- I. Two strands of 12 AWG copper clad tracing wire shall be attached to the pipe in a manner that assures the wire will be affixed to the top of the pipe. The tracing wire shall be checked and verified for continuity.

- J. Contractor shall, after pulling pipe, clean exposed ends for installation of fittings.
- K. The maximum directional drill entry shall be twenty (20) degrees and maximum ring deflection shall be five percent (5%).

#### **IX. HDPE PIPE MATERIALS**

- A. Pipe shall be homogeneous throughout. It shall be free from voids, cracks, inclusions and other defects. It shall be uniform as commercially practical in color, density, and other physical properties. Pipe surfaces shall be free from nicks and scratches. Joining surfaces shall be free from gouges and imperfections that could cause leakage.
  - B. HDPE Pipe shall be of the class and color as specified herein:
    - Potable Water Main: Minimum DR-11, DIPS, Blue or longitudinal blue line striped with 12 AWG tracing wire.
    - Sewer Main: Minimum DR-11, DIPS, Green or longitudinal green line striped with 12 AWG tracing wire.
    - Reuse Main: Minimum DR-11, DIPS, Purple or longitudinal purple line striped with 12 AWG tracing wire.
  - C. Joints:
    - The fuse joints shall provide a leak tight joint and a positive seal against pressure or vacuum.
    - Mechanical coupled joints shall maintain leak tight joints when subjected to the same hydrostatic tests designated for the pipe.
    - End Fittings; Contractor shall install mechanical joint transition, restraints and fittings at ends of pipe for attachment of adjacent sections of pipe. Main line fittings and valves are to be MJ and restrained. This will require an HDPE by MJ adapter on each side of the fitting/valve. Said adapter can be either butt-fused or mechanical insertion with stiffener and restraint.
  - D. Butt fusion is preferred. Mechanical insertion will be allowed on a case by case basis as approved by City.
  - E. Heat Fusion: Joints between plain end pipes and HDPE fittings shall be made by butt fusion or mechanical insertion with stiffener and restraints when possible. The on-site welder making the joints (butt fusion) shall have received specific training from the manufacturer of the fittings and/or pipe being welded and shall have written proof of proper training/certification from the associated manufacturers. Only certified welders who have written training certifications from the fitting and/or pipe manufacturer will be allowed to perform this work.
  - F. To butt weld pipe, the on-site welder (employee) must be trained and certified by the pipe manufacturer. The fusion work shall be accomplished (welding and cool-down/closing times) in accordance with the fitting and pipe
- MJ Adapter for HDPE
- Central
  - Integrity
  - Orion
  - Performance

#### **X. PRESSURE TESTING**

- A. HDPE pipe shall be pressure tested prior to pull back into the borehole. Pressure testing shall be in conformance with City of Melbourne "Technical Provision for Construction of Water Distribution System". Concurrent with above grade pipe testing, Contractor shall visually inspect pipe for leaks.
- B. After pulling pipe into position, but before attachment of adjacent sections of pie, Contractor shall pressure test pipe as specified in City specifications. Contractor shall wait a minimum of twenty-four (24) hours before pressure testing of pipe.

- C. In the case of pipelines that fail to pass leakage test, the Contractor shall determine the cause of the leakage, shall take corrective measures necessary to repair the leaks, and shall again test the pipelines. In the event the leakage cannot be repaired, the Contractor shall abandon the pipe in accordance with these specifications.

#### **XI. PIPE ABANDONMENT**

- A. In the event of failure to install pipe, Contractor shall retain possession of pipe and remove it from site. Contractor shall completely fill bore hole with grout or sand so as to prevent future settlement.
- B. If pipe cannot be withdrawn, Contractor shall cut pipe off at least three feet (3') below ground surface and cap ends of pipe with blind flange. Contractor shall fill annular space with grout.

#### **XII. TRAFFIC CONTROL**

- A. The CONTRACTOR shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control/MOT plan in conformance with the latest version of the Florida Department of Transportation's (FDOT) Manual of Uniform Traffic Control Devices (MUTCD) must be submitted to the CITY for each separate street where work will be performed as deemed necessary by CITY. Free-hand drawings will not be accepted.
- B. The CONTRACTOR shall ensure that each person whose actions affect temporary traffic control zone safety, from upper-level management through field personnel, has received training appropriate to the job decisions each individual is required to make concerning traffic control.
- C. The CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.
- D. All sidewalk repairs will have Type 1 barricades with "Sidewalk Closed" signs at the beginning and end of each excavation site.
- E. No street shall be closed without written approval from the City of Melbourne.
- F. All construction signage shall be reflective and "like new" in appearance. The City of Melbourne may require that the signs be replaced which do not meet these requirements.
- G. Construction signage shall not be removed from work zone until approved by the City of Melbourne.

#### **XIII. PERMITTING**

It shall be the responsibility of the City to obtain all permits for work done under this contract.

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## EXHIBIT A2

### PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Product Description/Specifications attached and incorporated as Exhibit A1 to the ITB, all Services provided by the CONTRACTOR shall conform to the following:

#### **I. GENERAL REQUIREMENTS**

- A. CONTRACTOR shall comply with all federal, state and local laws and regulations.
- B. CONTRACTOR shall be licensed by the State of Florida as an "Underground Utility and Excavation" contractor.
- C. CONTRACTOR shall possess a "manufacturer's installation certification" to install product in the State of Florida.
- D. CONTRACTOR's services shall not unreasonably impede, interfere or delay operations or activities at CITY facilities.
- E. All work shall be performed between the hours of 7:30 AM and 4:00 PM, Monday through Friday, excluding CITY observed holidays, unless prior approval by the CITY is obtained.
- F. Safety Data Sheet (SDS) - Under the terms of the Florida Right - to - Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance to the CITY.

#### **II. COMMENCEMENT OF WORK**

Work on each project shall begin within ten (10) working days of receipt of Purchase Order. Work on each project shall be completed within five (5) days of initial mobilization to specific site.

#### **III. INSPECTION OF WORK**

- A. The CITY shall have full control and direction of the Work in all respects. The CITY shall at all times have the right to inspect the Work and the Site. If requested by the CITY, the CONTRACTOR shall uncover any of the Work for inspection and replace same, all at the CONTRACTOR's expense. The CONTRACTOR shall furnish all reasonable means for obtaining such information as the CITY may desire, regarding the quality of the Work and materials and the manner of conducting the Work.
- B. The CITY shall schedule and participate in a final inspection of the completed project by building official or other approving official, as applicable. Project areas shall be inspected and certified that all installation was in accordance with manufacturer's specifications. Any deficiencies found during final inspection shall be promptly corrected by the CONTRACTOR at no cost to the CITY and to the CITY's satisfaction. Work completed without the required inspection may be required to be removed and reinstalled at CONTRACTOR's expense.
- C. Should CONTRACTOR fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the CONTRACTOR's expense. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the CITY to declare the Contract default, in which case the CITY, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due him.

- D. Failure of the CITY to discover and reject any defective Work or material shall not prevent later rejection when such defect is discovered, nor will it obligate the CITY to final acceptance.

#### **IV. CHANGES/MODIFICATIONS IN WORK**

- A. The CITY may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of written "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen Work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements.
- B. The CITY reserves the right to make such changes in the Scope of Work within the general scope of the Contract at any time by a written Change Order that may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. In making any change, the charge or credit for the change shall be approximately determined by one of the following methods prior to the issuance of the order for the changed Work.
- 1) The change order shall set a total lump sum price for the change in the Work of the CONTRACTOR, including the CONTRACTOR's overhead and profit; also, the change order shall specify whether the amount is to be added to or deducted from the original contract price.
- 2) When the price for the Work is determined on the basis of the number of units used, estimate the number of units which are changed, multiply the estimated number of unit(s) by the price (the price shall include the CONTRACTOR's overhead and profit) and this new total shall be specified on the change order as to whether it is to be added or deducted from the original contract price.
- C. Should the CONTRACTOR encounter, or the CITY discover conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character, the attention of the CITY shall be called immediately to such conditions before they are disturbed (notice to be provided to the CITY in writing.) The CITY shall thereupon promptly investigate the conditions, and if CITY finds they do so materially differ, the Contract shall, with the written approval of the CITY, be modified to provide for any increase or decrease of cost, or difference in time resulting from such conditions.
- D. CONTRACTOR shall not proceed with the changes in the Work until a formal purchase order change order is received from the Procurement Division. The CONTRACTOR shall keep a tally of the correct amount of the costs of the changes together with all vouchers, invoices, etc., as directed by the CITY. These records shall be made available to the CITY at all times upon request. CONTRACTOR shall, when required by the CITY, furnish to the CITY an itemized breakdown of the quantities and prices used in computing the value of any proposed change order.

#### **V. JOB SITE PERFORMANCE AND GUIDELINES**

All work performed by the Contractor for the City shall be done in a safe and professional manner and meet all requirements of all applicable agencies and jurisdictions.

- A. The CITY shall determine, with the guidance of the CONTRACTOR, the specific location and length of the directional drill to be performed.
- B. CONTRACTOR shall set up and maintain Maintenance of Traffic (MOT).
- C. CONTRACTOR shall be responsible for site restoration of both the launching and receiving sites.
- D. CONTRACTOR shall clean up and remove from job site, any and all material remaining after directional drill is complete to the satisfaction of the CITY.
- E. CONTRACTOR shall dispose of all materials in a safety manner and in accordance with all local/state requirements.

## **VI. SAFETY REQUIREMENTS**

- A. In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract.
- B. CONTRACTOR shall provide, erect, and maintain, at its own expense, barricades, danger warnings, and detour signs whenever they may be necessary. CONTRACTOR shall place sufficient lights on and/or near the Work and keep them illuminated from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the Work; provide all guards by day or night and take all other precautions that may be necessary.
- C. CONTRACTOR shall maintain a list of hazardous material used in the performance of the Work and shall update the list as applicable.

## **VII. CONTRACTOR PERSONNEL/VEHICLES/EQUIPMENT**

### **A. Personnel**

- 1. CONTRACTOR shall ensure that all Work is performed by persons qualified in the respective trades necessary to properly complete the Work.
- 2. CONTRACTOR personnel performing under this Contract shall, at all times, possess a valid State of Florida vehicle operator license appropriate for the class of vehicle.
- 3. CONTRACTOR's personnel and subcontractors used on this CITY project shall be easily identifiable as CONTRACTOR personnel. CONTRACTOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property.
- 4. All CONTRACTOR personnel performing under this Contract shall follow appropriate CITY safety and check in/check out policies and procedures for each site. These policies and procedures will be provided by the CITY prior to commencement of work.

### **B. Vehicles/Equipment**

- 1. CONTRACTOR vehicles used in the performance of this Contract shall have Company name and telephone number prominently displayed.
- 2. All vehicles must be maintained in good repair, appearance and sanitary condition at all times.
- 3. The CITY reserves the right to inspect the CONTRACTOR'S equipment and vehicles at any time to ascertain said condition
- 4. The directional boring equipment shall be designed and constructed for the intended purpose of installing the appropriate diameter pipe. Directional boring equipment shall be manufactured by a national company with a minimum of ten (10) years' experience in the manufacture of such equipment.
- 5. CONTRACTOR shall use equipment that is in good working condition and free of damage, including drilling machine drill pipe, drill bits, cables, pipe pulling devices, swivels, tracking equipment and all other equipment necessary for a complete horizontal directional bore installation.

## **VIII. SUBCONTRACTORS**

Horizontal Directional Drilling must be completed by the CONTRACTOR, no exceptions. Sub-contractors may be utilized for all other functions within the contract. CONTRACTOR shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by CONTRACTOR. Nothing contained in the Contract documents shall create, nor be interpreted to create any contractual relationship whatsoever between the CITY and any subcontractor or any person except the CONTRACTOR. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the CITY.

## **IX. USE AND MAINTENANCE OF PREMISES**

- A. The CITY's Water Treatment Plant and Water Reclamation Facilities are restricted areas and will require an escort.
- B. CONTRACTOR shall provide clear and safe passageways in and around structure during project.
- C. CONTRACTOR shall keep the premises clean and orderly during the course of the Work and shall be broom cleaned upon completion. CONTRACTOR shall provide at least one (1) container on site for the collection of waste materials, rubbish and debris. CITY waste containers shall not be used. CONTRACTOR shall not allow the accumulation of debris, rubbish and waste materials to accumulate and become unsightly or hazardous. All items removed must be properly disposed of in compliance with all federal, state and local laws and ordinances.
- D. At the conclusion of each Work Day, CONTRACTOR is to remove debris from the ground surrounding the Work site. At regular intervals during the Work progress, the site shall be cleaned, and waste materials must be removed from the site. Drop cloths or other appropriate protective materials or devices shall be used at all times to protect items and the grounds during construction or painting.
- E. Upon final completion of the Work and before acceptance and final payment shall be made, CONTRACTOR shall clean and remove from the site, the right-of-way, and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The CONTRACTOR shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area. The placing of materials of every character, rubbish, or equipment on the abutting property -- with or without the consent of the property owner(s) -- shall not constitute satisfactory disposal. If the Work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris, or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of Work.
- F. Any damages done to the property on the site or to adjacent property caused by the CONTRACTOR, any of his employees or sub-contractors shall be repaired or replaced by the CONTRACTOR at no expense to the CITY and to the CITY's satisfaction. In the event CONTRACTOR does not immediately repair, to the satisfaction of the CITY, damage to public and/or private property, the CITY may correct such damage and deduct the costs due to CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover the amount of the deduction, the CONTRACTOR shall pay the difference to the CITY.
- G. In the event of severe weather CONTRACTOR shall immediately take all protective actions necessary to secure site(s), materials, debris and equipment to the satisfaction of the CITY. All construction materials and equipment shall be secured against displacement by wind forces.

## **X. CONTRACT PRICE ADJUSTMENTS**

Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to City of Melbourne sufficient to justify the requested increase. This includes certified letter from manufacturer showing price increase to VENDOR and providing basis for requested increase such as fuel increases or other demonstrable circumstances. The CITY will be the sole judge as to the acceptability of sources. Acceptance

of a request will be at the sole discretion of the CITY. Original contract pricing shall be firm for a 6-month period. Approved price adjustments shall remain unchanged for no less than six (6) month intervals thereafter unless due to extraordinary circumstances as documented by the VENDOR and concurred with by the CITY. A written request for a price adjustment, with proper documentation i.e., a Letter from the Supplier stating a price increase in raw materials, shall be submitted a minimum of thirty (30) calendar days in advance of a proposed effective date. Unreasonable requests, or requests without proper documentation will be rejected. An approved price increase will become effective upon executed Contract amendment. Retroactive price increase adjustments will not be considered. Price decreases may be requested by the CITY at any time and implemented upon mutual consent of the parties.

If VENDOR receives any price decreases from the manufacturer of product, VENDOR shall notify the CITY within twenty-four (24) hours of such price decrease and pass price decrease on to the CITY.

Failure to reach agreement on a request for an increase or decrease in price(s) can, at the sole option of the CITY, result in the termination of the Agreement for cause

## **XI. INVOICING**

- A. The CITY shall pre-audit bills, invoices, and/or charges submitted by the CONTRACTOR and pay the CONTRACTOR only for approved bills, invoices, and/or charges. The CITY shall ensure that all CONTRACTOR bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

The CITY will review the invoices to determine accuracy of percentage of Work completed and accepted by the CITY

Invoices shall include the following information:

- Company Name
- Remittance address on the face of invoice
- CITY Purchase Order Number
- Contract Number
- Invoice Number
- Date of delivery of goods
- Delivery location/address
- Description of goods provided per line item (include part #s as applicable)
- Unit prices and extended total prices of goods provided
- Allowable discounts

- B. A proper invoice shall be considered received after it is date stamped by the CITY's Director of Finance. If CONTRACTOR submits an improper invoice, the CITY shall, within 10 days after receipt of said invoice, notify CONTRACTOR, in writing, that the invoice is improper and indicate the action(s) needed to correct the invoice.
- C. Mobilization shall be charged according to the time the City makes initial contact with successful contractor. Example: City personnel contacts contractor at 3:55 p.m. on regular business work day; this shall be considered and invoiced as a mobilization during normal working hours. If contractor is contacted by City personnel at 4:05 p.m., this shall be considered and invoiced as a mobilization after regular hours.

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**EXHIBIT A4 PRICING SCHEDULE  
HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER  
ITB-B25011D-1-2025/DM**

**BIDDERS: Concurrent Utility Services, LLC**

| Item #                                                | Estimated Qty | UOM  | Description                                                                 | Unit Price  | Extended Price       |
|-------------------------------------------------------|---------------|------|-----------------------------------------------------------------------------|-------------|----------------------|
| <b>HORIZONTAL DIRECTIONAL DRILLING (HDD) SERVICES</b> |               |      |                                                                             |             |                      |
| A-1                                                   | 3,000         | foot | 2" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)                   | \$ 26.56    | \$ 79,680.00         |
| A-2                                                   | 3,000         | foot | 2" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)                 | \$ 25.77    | \$ 77,310.00         |
| A-3                                                   | 4,000         | foot | 2" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)                 | \$ 19.04    | \$ 76,160.00         |
| A-4                                                   | 3,000         | foot | 2" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)                     | \$ 18.64    | \$ 55,920.00         |
|                                                       |               |      |                                                                             |             |                      |
| B-1                                                   | 250           | foot | 4" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)                   | \$ 49.87    | \$ 12,467.50         |
| B-2                                                   | 500           | foot | 4" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)                 | \$ 42.27    | \$ 21,135.00         |
| B-3                                                   | 500           | foot | 4" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)                 | \$ 40.37    | \$ 20,185.00         |
| B-4                                                   | 501           | foot | 4" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)                     | \$ 35.55    | \$ 17,810.55         |
|                                                       |               |      |                                                                             |             |                      |
| C-1                                                   | 500           | foot | 6" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)                   | \$ 78.09    | \$ 39,045.00         |
| C-2                                                   | 500           | foot | 6" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)                 | \$ 64.78    | \$ 32,390.00         |
| C-3                                                   | 4,000         | foot | 6" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)                 | \$ 58.01    | \$ 232,040.00        |
| C-4                                                   | 1,000         | foot | 6" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)                     | \$ 54.80    | \$ 54,800.00         |
|                                                       |               |      |                                                                             |             |                      |
| D-1                                                   | 50            | foot | 8" SDR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)                   | \$ 119.53   | \$ 5,976.50          |
| D-2                                                   | 100           | foot | 8" SDR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)                 | \$ 96.53    | \$ 9,653.00          |
| D-3                                                   | 500           | foot | 8" SDR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)                 | \$ 89.12    | \$ 44,560.00         |
| D-4                                                   | 501           | foot | 8" SDR 11 DIPS - HDPE pipe directional bore (501+ feet)                     | \$ 84.23    | \$ 42,199.23         |
|                                                       |               |      |                                                                             |             |                      |
| H-1                                                   | 100           | Each | 2" MJ adapter                                                               | \$ 292.54   | \$ 29,254.00         |
| H-2                                                   | 20            | Each | 4" MJ adapter                                                               | \$ 257.26   | \$ 5,145.20          |
| H-3                                                   | 50            | Each | 6" MJ adapter                                                               | \$ 326.77   | \$ 16,338.50         |
| H-4                                                   | 10            | Each | 8" MJ adapter                                                               | \$ 463.90   | \$ 4,639.00          |
| <b>CAD AS-BUILTS</b>                                  |               |      |                                                                             |             |                      |
| I-1                                                   |               | Hour | CAD As-Builts including mobilation, pre-survey & staking                    | \$ 162.00   | \$ 162.00            |
| <b>CORE DRILL WITH BOOT AND TIE IN INCLUDED</b>       |               |      |                                                                             |             |                      |
| J-1                                                   |               | Each | core drill to host 2" force main (Boot and tie-in <b>INCLUDED</b> )         | \$ 1,106.03 | \$ 1,106.03          |
| J-2                                                   |               | Each | core drill to host 4" gravity/force main (Boot and tie-in <b>INCLUDED</b> ) | \$ 1,639.05 | \$ 1,639.05          |
| J-3                                                   |               | Each | core drill to host 6" gravity/force main (Boot and tie-in <b>INCLUDED</b> ) | \$ 2,527.07 | \$ 252.07            |
| J-4                                                   |               | Each | core drill to host 8" gravity/force main (Boot and tie-in <b>INCLUDED</b> ) | \$ 2,936.08 | \$ 2,936.08          |
| <b>TOTAL BASE PRICE:</b>                              |               |      |                                                                             |             | \$ 882,803.71        |
|                                                       |               |      |                                                                             |             |                      |
| <b>TOTAL COST FOR ITEMS A-1 - J-4</b>                 |               |      |                                                                             |             | <b>\$ 882,803.00</b> |

| Item #                   | Estimated Qty | UOM  | Description                                                    | Unit Price  |
|--------------------------|---------------|------|----------------------------------------------------------------|-------------|
| <b>OPTIONAL PRICING:</b> |               |      |                                                                |             |
| OP-1                     | 1             | Each | 1" Tap with 1" Service Saddle                                  | \$ 1,176.03 |
| OP-2                     | 1             | Each | 2" Tap with 2" Service Saddle                                  | \$ 1,550.04 |
| OP-3                     | 1             | Each | 4" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 2,313.06 |
| OP-3X                    | 1             | Each | 4" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 4,600.00 |
| OP-4                     | 1             | Each | 6" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 2,698.07 |
| OP-5                     | 1             | Each | 6"x4" Wet Tap with Stainless Steel Tapping Sleeve and Valve    | \$ 5,241.11 |
| OP-6                     | 1             | Each | 6"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve    | \$ 5,993.13 |
| OP-7                     | 1             | Each | 8" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 3,001.04 |
| OP-7X                    | 1             | Each | 8" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 5,200.00 |
| OP-8                     | 1             | Each | 8"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve    | \$ 6,143.13 |
| OP-9                     | 1             | Each | 8" x 8" Wet Tap with Stainless Steel Tapping Sleeve and Valve  | \$ 7,770.16 |
| OP-10                    | 1             | Each | 10" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve | \$ 3,049.03 |
| OP-10X                   | 1             | Each | 10" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve | \$ 5,600.00 |
| OP-11                    | 1             | Each | 10"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve   | \$ 6,745.14 |
| OP-12                    | 1             | Each | 10"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve   | \$ 8,067.16 |
| OP-13                    | 1             | Each | 12" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve | \$ 3,183.03 |
| OP-13X                   | 1             | Each | 12" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve | \$ 6,200.00 |
| OP-14                    | 1             | Each | 12"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve   | \$ 7,407.15 |
| OP-15                    | 1             | Each | 12"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve   | \$ 8,520.16 |
| OP-17                    | 1             | Each | 6" Fire Hydrant Assembly <b>FURNISH and</b> Install            | \$ 5,632.16 |
| OP-18X                   | 1             | Each | 4" C-900 Pipe Installed (20' Section)                          | \$ 589.00   |
| OP-18                    | 1             | Each | 6" C-900 Pipe Installed (20' Section)                          | \$ 864.02   |
| OP-19                    | 1             | Each | 8" C-900 Pipe Installed (20' Section)                          | \$ 1,245.63 |
| OP-22X                   | 1             | Each | 2" Line Stop with Stainless Steel Sleeve                       | \$ 5,000.00 |
| OP-22XX                  | 1             | Each | 4" Line Stop with Stainless Steel Sleeve                       | \$ 6,900.00 |
| OP-22                    | 1             | Each | 6" Line Stop with Stainless Steel Sleeve                       | \$ 8,279.59 |
| OP-23                    | 1             | Each | 8" Line Stop with Stainless Steel Sleeve                       | \$ 9,198.79 |
| OP-26                    | 1             | Each | Single Service Complete                                        | \$ 1,356.03 |
| OP-27                    | 1             | Each | Double Service Complete                                        | \$ 1,752.44 |
| OP-28                    | 1             | foot | 1" SDR9, 2" casing (0-50 ft. install)                          | \$ 1,562.64 |
| OP-29                    | 1             | foot | 1" SDR9, 2" casing (51-100 ft. install)                        | \$ 1,260.63 |
| OP-30                    | 1             | Each | connect to existing meter                                      | \$ 226.01   |
| OP-31 a                  | 1             | Each | <b>Furnish and</b> install 2" gate valve on new HDPE           | \$ 1,200.00 |
| OP-31 b                  | 1             | Each | Furnish and install 4" gate valve on new HDPE                  | \$ 2,000.00 |
| OP 31 c                  | 1             | Each | Furnish and install 6" gate valve on new HDPE                  | \$ 2,500.00 |
| OP-31 d                  | 1             | Each | Furnish and install 8" gate valve on new HDPE                  | \$ 3,600.00 |
| OP-32                    | 1             | Each | Connect to existing 2" valve/main                              | \$ 985.63   |
| OP-33                    | 1             | Each | Connect to existing 4" valve/main                              | \$ 1,408.04 |
| OP-34                    | 1             | Each | Connect to existing 6" valve/main                              | \$ 1,689.65 |
| OP-35                    | 1             | Each | Connect to existing 8" valve/main                              | \$ 1,900.85 |
| OP-38                    | 1             | Each | Pre Con Video                                                  | \$ 930.00   |

| Item #                                       | Estimated Qty | UOM   | Description                                 | Unit Price  |
|----------------------------------------------|---------------|-------|---------------------------------------------|-------------|
| OP-39                                        | 1             | Each  | Dewatering                                  | \$ 5,390.00 |
| OP-39X                                       | 1             | LF    | Clearing and Grubbing                       | \$ 7.25     |
| OP-39XX                                      | 1             | LF    | Grout Existing Line (4" to 8")              | \$ 15.00    |
| <b>Traffic Control - FDOT Right of Way</b>   |               |       |                                             | \$ 810.00   |
| OP-40                                        | 1             | Setup | Flagman                                     | \$ 85.00    |
| OP-41                                        | 1             | Setup | Arrow Board                                 | \$ 53.00    |
| OP-42                                        | 1             | Setup | Barricades                                  | \$ 71.00    |
| OP-43                                        | 1             | Setup | Lane Dividers                               |             |
| <b>Traffic Control - City Right of Way</b>   |               |       |                                             | \$ 810.00   |
| OP-44                                        | 1             | Setup | Flagman                                     | \$ 85.00    |
| OP-45                                        | 1             | Setup | Arrow Board                                 | \$ 53.00    |
| OP-46                                        | 1             | Setup | Barricades                                  | \$ 600.00   |
| OP-47                                        | 1             | Setup | Lane Dividers                               |             |
| <b>Traffic Control - County Right of Way</b> |               |       |                                             | \$ 810.00   |
| OP-48                                        | 1             | Setup | Flagman                                     | \$ 85.00    |
| OP-49                                        | 1             | Setup | Arrow Board                                 | \$ 53.00    |
| OP-50                                        | 1             | Setup | Barricades                                  | \$ 60.00    |
| OP-51                                        | 1             | Setup | Lane Dividers                               | \$ 879.00   |
| OP-52                                        | 1             | each  | Sidewalk Replacement 5' x 5' section        | \$ 1,200.00 |
| OP-53                                        | 1             | each  | Asphalt patch, 5' x 5' section              | \$ 1,799.00 |
| OP-54                                        | 1             | each  | asphalt patch, 10' x 10' section            | \$ 102.00   |
| OP-55                                        | 1             | DY    | Maintenance of Traffic (includes DOT Plan)  | \$ 475.00   |
| OP-56                                        | 1             | Each  | Furnish and Replace Sod (Per 5'x5' Section) |             |

## EXHIBIT B

### **SUPPLEMENTAL PROVISIONS**

1. **Bid.**

This Contract is awarded based on CONTRACTOR's Bid responding to the CITY's ITB. CONTRACTOR represents and warrants that all information and representations contained in the BID is truthful to the best of the CONTRACTOR's knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Bid.

2. **Performance Bonds**

- A. Performance/Payment Bond shall be required for each individual project exceeding fifty thousand (50,000) dollars. Successful CONTRACTOR shall submit a performance and payment bond within three (3) business days after receipt of Purchase Order from the CITY in the amount of 100% of the total Purchase Order price as security for the faithful performance of this Contract and for the payment of all persons providing goods and services for the project. If the value of the contracted work increases, the CONTRACTOR shall be required to provide an updated performance bond in an amount equal to the new value. CONTRACTOR shall provide the CITY with a certified copy of the recorded bond before commencement of work. Bonds shall be executed by surety authorized to do business in the State of Florida and have an A.M. Best bond rating of "A - Excellent" or better.
- B. If a performance and payment bond is required for a specific project, the CITY will reimburse that actual cost of the premium with supporting documentation.
- C. In accordance with §255.05(1), Florida Statutes, Contractor shall ensure that the performance and payment bond shall be recorded in the public records of Brevard County. Contractor shall provide the City with a certified copy of the recorded bond BEFORE commencing work or recommencing work. The City, as a public entity, shall not make payment to the Contractor until the Contractor has complied with this section.

3. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Services shall be directed to the City Department Contact as identified on the cover page of this Contract. Invoices shall be directed to City of Melbourne, Accounts Payable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in the address/addressee to the CONTRACTOR shall be directed to the following Contact.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return requested and shall be addressed as follows:

If to the CITY:

Procurement Manager  
Procurement Division  
City of Melbourne  
900 East Strawbridge Avenue,  
Melbourne, Florida 32901

If to the CONTRACTOR

Concurrent Utility Services, LLC  
455 Gus Hipp Blvd, Rockledge, FL  
32955 Attention: Patrick Johnson

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

C. Insurance Requirements

- A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence/aggregate and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the CITY of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed. The CONTRACTOR shall require each Subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with insurance company licensed in the State of Florida in amounts satisfactory to the CONTRACTOR or insure the activities of the Subcontractors in CONTRACTOR's own policy.
- B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the CONTRACTOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONTRACTOR to maintain only Hired & Non-Owned Auto Liability Insurance.
- C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.
- D. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the CITY of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.
- E. All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

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**EXHIBIT D1**

**INVITATION TO BID**

**On file in Procurement Division**

**EXHIBIT D3**

**CONTRACTOR'S RESPONSIVE BID**

**On file in Procurement Division**



**Melbourne City Council**  
**June 10, 2025**  
**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:                            | No          |
| Item Number:                               | C.15.h.     |

**Subject:**

Fourth Amendment to the Construction Agreement for traffic signal repair for emergency work following a qualifying disaster.

**Background/Consideration:**

Under Florida Department of Transportation and Federal Highway Administration requirements, emergency traffic signal repair work must be contracted prior to a disaster to qualify for reimbursement. The requirements ensure supplies and services at predetermined rates and emergency response times. Contracts for emergency traffic signal repair will eliminate the potential for price-gouging.

Traffic Control Devices, Inc. (TCD) was awarded the subject contract following a competitive selection per Florida Statute procedures and entered into a contract dated June 19, 2020, to perform traffic signal repair in the case of emergencies. The original term of the contract was one year with an option to renew for four additional twelve-month periods up to a cumulative total of sixty months. The contract term will expire on June 18, 2025, and the amendment adds a 90-day extension which is needed to ensure coverage while a new emergency traffic signal repair work contract is advertised and awarded.

**Fiscal/Budget Impact:**

There is no fiscal impact at this time. Individual task orders will have fiscal impacts at the time of approval and the contract is for emergency work following a qualifying disaster.

**Requested Action:**

Fourth amendment to the Construction Agreement for traffic signal repair for emergency work following a qualifying disaster with Traffic Control Devices, LLC, Altamonte Springs, FL.

**FOURTH AMENDMENT TO CONSTRUCTION AGREEMENT**  
**Traffic Signal Repair for Emergency Work**  
**(Contract No. ITB-2020-0-2020/LS)**

This **FOURTH AMENDMENT TO CONSTRUCTION AGREEMENT** (this "Fourth Amendment" dated \_\_\_\_\_, 2025 is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY") and **TRAFFIC CONTROL DEVICES, LLC, A FLORIDA LIMITED LIABILITY COMPANY (F/K/A TRAFFIC CONTROL DEVICES, INC, A FLORIDA CORPORATION)**, a Florida corporation, whose address is 242 N. Westmonte Drive, Altamonte Springs, Florida 32714 (the "CONTRACTOR").

WHEREAS, the CITY and the CONTRACTOR have entered into that certain Construction Agreement – Agreement for Services Traffic Signal Repair for Emergency Work dated June 19, 2020 under which the CONTRACTOR provides services restoring to an operational condition existing traffic signals and communications systems damaged during a widespread disaster the CITY may endure in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program, as amended by that First Amendment to Construction Agreement dated March 16, 2022, that Second Amendment and Renewal of Construction Agreement dated July 17, 2023, and that Third Renewal of Construction Agreement dated April 25, 2024 (collectively, the "Contract");

WHEREAS, the Contract term expires June 18, 2025;

WHEREAS, the Contract was issued pursuant to competitive bidding and more particularly, the CITY's Invitation to Bid #ITB-2020-0-2020/LS);

WHEREAS, the Contract provides that no payment is owed to the CONTRACTOR unless the CITY requests work from the CONTRACTOR;

WHEREAS, the CITY did not request work from the CONTRACTOR between June 19, 2020 and the present, and accordingly no payment was owed to the CONTRACTOR during such period; and

WHEREAS, the parties desire to extend the Contract for an additional 90-day period to allow for continuity of service during the City's procurement process.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONTRACTOR agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this extension shall have the respective meanings assigned to them in the Original Contract.

Section 2. Extension. The parties agree to extend the term of the Contract an additional 90 (ninety) days through September 16, 2025.

Section 3. Date of Effectiveness; Limited Effect. This Fourth Amendment will be deemed effective as of June 18, 2025. Except as expressly provided in this Fourth Amendment, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be constructed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of the either the CITY or the CONTRACTOR that would require the waiver of consent of the other party. On and after the effective date, each reference in the Contract to "this Contract", "the Contract," "this Agreement", "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Contract, as amended by this Fourth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date of the last of the parties to execute below.

CITY OF MELBOURNE,  
a Florida municipal corporation

TRAFFIC CONTROL DEVICES, LLC,  
a Florida limited liability company

By: Jenni Lamb,  
City Manager

Date: \_\_\_\_\_

  
Name: George K. Hamil  
Title: Vice President  
As Authorized Agent  
Date: 05.30.2025

ATTEST:

Kevin McKeown, City Clerk

DIVISION "D"

**CONSTRUCTION AGREEMENT**  
**AGREEMENT FOR SERVICES**  
**TRAFFIC SIGNAL REPAIR FOR EMERGENCY WORK**

**THIS AGREEMENT**, made this JUN 19 2020 day of 20, by and between the City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and, **TRAFFIC CONTROL DEVICES, INC.**, hereinafter referred to as the "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

**WITNESSETH:**

**1. DOCUMENTS**

The following documents are hereby incorporated into and made part of this agreement.

- (i) ITB Submittal for the City of Melbourne prepared by Contractor dated 4/24/2020 (Division C).
- (ii) Specifications and Contract Documents prepared by the City of Melbourne, "TRAFFIC SIGNAL REPAIR FOR EMERGENCY WORK".

**2. SCOPE**

**Natural Disasters**

This contract is to provide the City with a means of restoring to an operational condition existing traffic signals and communications systems damaged during any widespread disaster the City may endure, in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program. The scope of services for this project includes providing labor, equipment, and materials to repair any damaged span-wire and/or mast arm signal installation, provide emergency power, or restore communications. All work performed under this contract shall be in accordance with the latest version of the City of Melbourne Supplemental Specifications for Signalizing and Highway lighting Equipment, Exhibit A attached hereto and incorporated herein and shall be FDOT approved when applicable. Additionally, equipment shall adhere to City of Melbourne Supplemental Specifications for Traffic Control Cabinets when applicable. In the event of conflicting specifications, the local City specifications shall govern. Payments shall be in accordance with the Schedule of Unit Prices, Natural Disaster Restoration.

### **FHWA/FEDERAL AID ELIGIBLE PROJECTS**

This contract is to provide the City with a means to perform work on projects that are eligible for FHWA/Federal Aid, in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program. The scope of services for this work includes providing labor, equipment and materials to construct the proposed improvements. All work performed under this contract shall be in accordance with the latest version of the City of Melbourne Supplemental Specifications for Signalizing and Highway lighting Equipment, and shall be FDOT approved when applicable. Additionally, equipment shall adhere to City of Melbourne Supplemental Specifications for Traffic Control Cabinets when applicable. In the event of conflicting specifications, the local City specifications shall govern. Payments shall be in accordance with the Schedule of Unit Prices, Natural Disaster Restoration.

### **Performance Period**

Because of the public safety implications, the response time is an essential element of the services for tasks included in this contract. The specific performance periods for various categories are listed below:

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation to Bid and amendments, if any, the Invitation to Bid and any amendments thereto being attached hereto as Division "A" (CITY's Invitation to Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

### **3. TERM OF AGREEMENT**

The period of this Agreement shall be for twelve (12) months, beginning on 6/19, 2020, and ending on 6/18, 2021. This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

### **4. COMPENSATION**

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal, and any amendments thereto being attached hereto as Division "C", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Division "C" may be increased or decreased by the City under this agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

### **5. PAYMENT**

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

D2

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to Accounts Payable, City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901.

7. Exhibits attached and incorporated into this contract include the Combination Payment and Performance Bond and FHWA 1273 Required Contract Federal-Aid Construction Contracts.

WITNESS:

Linda Kalinowski  
Printed Name  
Linda Kalinowski  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

Firm Traffic Control Devices, Inc.

Address 242 N. Westmonte Drive

Altamonte Springs, FL 32714

By: [Signature] (Seal)

Corporate Secretary

\_\_\_\_\_  
Title

CITY OF MELBOURNE, FLORIDA

[Signature]  
City Manager

Approved by City Attorney  
as to form:

[Signature]  
*specul. paid a salary to City attorney*

ATTEST:

[Signature] (Seal)  
City Clerk

**FIRST AMENDMENT TO CONSTRUCTION AGREEMENT**  
**Traffic Signal Repair for Emergency Work**  
**(Contract No. ITB-2020-0-2020/LS)**

This **FIRST AMENDMENT TO CONSTRUCTION AGREEMENT** (this "First Amendment" dated **MAR 16 2022**, 2022 is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY") and **TRAFFIC CONTROL DEVICES, LLC**, a Florida corporation, whose address is 242 N. Westmonte Drive, Altamonte Springs, Florida 32714 (the "CONTRACTOR").

WHEREAS, the CITY and the CONTRACTOR have entered into that certain Construction Agreement – Agreement for Services Traffic Signal Repair for Emergency Work dated June 19, 2020 under which the CONTRACTOR provides services restoring to an operational condition existing traffic signals and communications systems damaged during a widespread disaster the CITY may endure in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program (the "Contract");

WHEREAS, the Contract was issued pursuant to competitive bidding and more particularly, the CITY's Invitation to Bid #ITB-2020-0-2020/LS);

WHEREAS, the Contract provides that no payment is owed to the CONTRACTOR unless the CITY requests work from the CONTRACTOR;

WHEREAS, the initial term of the Contract was June 19, 2020 through June 18, 2021 with the option to renew for four additional twelve month periods, up to a cumulative total of sixty (60) months;

WHEREAS, the CITY did not request work from the CONTRACTOR between June 19, 2020 and the present, and accordingly no payment was owed to the CONTRACTOR during such period;

WHEREAS, the parties desire to renew the contract to reflect their intention of a continuous contract; and

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONTRACTOR agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this First Amendment and Renewal of Contract shall have the respective meanings assigned to them in the Original Contract.

Section 2. Two One-Year Renewals. In accordance with Paragraph 3 of the Contract, the parties agree to extend the term of the Contract for two additional one-year periods such that the first one-year renewal will be in effect until June 18, 2022 and the second one-year renewal will be in effect beginning June 19, 2022 until June 18, 2023.



**SECOND AMENDMENT AND RENEWAL OF CONSTRUCTION AGREEMENT**

**Traffic Signal Repair for Emergency Work**

**(Contract No. ITB-2020-0-2020/LS)**

This **SECOND AMENDMENT AND RENEWAL OF CONSTRUCTION AGREEMENT** (this "Second Amendment" dated JUL 17 2023, 2023 is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY") and **TRAFFIC CONTROL DEVICES, LLC, A FLORIDA LIMITED LIABILITY COMPANY (F/K/A TRAFFIC CONTROL DEVICES, INC, A FLORIDA CORPORATION)**, a Florida corporation, whose address is 242 N. Westmonte Drive, Altamonte Springs, Florida 32714 (the "CONTRACTOR").

WHEREAS, the CITY and the CONTRACTOR have entered into that certain Construction Agreement – Agreement for Services Traffic Signal Repair for Emergency Work dated June 19, 2020 under which the CONTRACTOR provides services restoring to an operational condition existing traffic signals and communications systems damaged during a widespread disaster the CITY may endure in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program (the "Contract");

WHEREAS, the Contract was issued pursuant to competitive bidding and more particularly, the CITY's Invitation to Bid #ITB-2020-0-2020/LS);

WHEREAS, the Contract provides that no payment is owed to the CONTRACTOR unless the CITY requests work from the CONTRACTOR;

WHEREAS, the initial term of the Contract was June 19, 2020 through June 18, 2021 with the option to renew for four additional twelve month periods, up to a cumulative total of sixty (60) months;

WHEREAS, the parties agree to renew the Original Contract for an additional twelve month period at the new agreed upon rates as executed by the parties, the Amendment to Contract dated June 19, 2020 identified the term of the renewal as June 19, 2023 through June 18, 2024 (the "Second Renewal").

WHEREAS, the CITY did not request work from the CONTRACTOR between June 19, 2020 and the present, and accordingly no payment was owed to the CONTRACTOR during such period;

WHEREAS, the parties desire to renew the contract to reflect their intention of a continuous contract; and

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONTRACTOR agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this Second

2023-2024

Amendment and Renewal of Contract shall have the respective meanings assigned to them in the Original Contract.

Section 2. Two One-Year Renewals. In accordance with Paragraph 3 of the Contract, the parties agree to extend the term of the Contract at the new agreed upon rates for one additional one-year period that will be in effect beginning June 19, 2023 until June 18, 2024.

Section 3. Date of Effectiveness; Limited Effect. This Second Amendment will be deemed effective *nunc pro tunc* as of June 18, 2023. Except as expressly provided in this Second Amendment, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be constructed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver of consent of the other party. On and after the effective date, each reference in the Contract to "this Contract", "the Contract", "this Agreement", "the Agreement", "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Contract, as amended by this Second Amendment.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date of the last of the parties to execute below.

CITY OF MELBOURNE,  
a Florida municipal corporation

By: Jenni Lamb  
City Manager

Date: 7/17/23

TRAFFIC CONTROL DEVICES, LLC,  
a Florida limited liability Company

David R Akers  
Digitally signed by David R Akers  
DN: cn=David R Akers, o=US,  
o=TRAFFIC CONTROL DEVICES  
LLC, email=d.akers@tcd-usa.com  
Date: 2023.06.29 08:19:26 -0400

Name: David Akers  
Title: Assistant Secretary  
As Authorized Agent

Date: 6/29/2023

ATTEST:

Kevin McKeown  
Kevin McKeown, City Clerk





**Corporate Office**  
242 North Westmonte Drive  
Altamonte Springs, FL 32714

Phone - 407.869.5300  
Fax - 407.682.0076

www.TCD-USA.com

#### Local Offices

Altamonte Springs, FL  
Deland, FL  
Groveland, FL  
Jacksonville, FL  
Port St. Lucie, FL  
Punta Gorda, FL  
Rockledge, FL  
Tampa, FL  
Dallas, TX  
Houston, TX  
San Antonio, TX  
Salisbury, NC

|                          |                                                               |                    |                |
|--------------------------|---------------------------------------------------------------|--------------------|----------------|
| <b>To:</b>               | City Of Melbourne                                             | <b>Contact:</b>    | Scott Arnold   |
| <b>Address:</b>          | 900 E. Strawbridge Ave<br>Melbourne, FL 32901                 | <b>Phone:</b>      | (321) 608-7000 |
|                          |                                                               | <b>Fax:</b>        |                |
| <b>Project Name:</b>     | 0439-23 Melbourne-Traffic Signal Repair Emergency Work 6/2023 | <b>Bid Number:</b> | 0439-23        |
| <b>Project Location:</b> | Various Locations-City Wide, Melbourne, FL                    | <b>Bid Date:</b>   | 6/19/2023      |

| Item #     | Item Description                                                                            | Estimated Quantity | Unit | Unit Price  | Total Price |
|------------|---------------------------------------------------------------------------------------------|--------------------|------|-------------|-------------|
| 0102 108   | WOOD POLE, MAX 50', FURNISH AND INSTALL<br>TEMPORARY POLE, FOR PRE-EVENT CONTRACTS ONLY     | 1.00               | EACH | \$4,536.00  | \$4,536.00  |
| 0102 109   | GUY WIRE FOR WOOD OR CONCRETE POLE, FURNISH<br>AND INSTALL, FOR PRE-EVENT CONTRACTS ONLY    | 1.00               | EACH | \$1,107.00  | \$1,107.00  |
| 0630 2 11  | CONDUIT, F&I, OPEN TRENCH                                                                   | 1.00               | LF   | \$19.50     | \$19.50     |
| 0630 2 14  | CONDUIT, F&I, ABOVEGROUND                                                                   | 1.00               | LF   | \$45.00     | \$45.00     |
| 0632 7 1   | SIGNAL CABLE- NEW OR RECONSTRUCTED<br>INTERSECTION, F&I                                     | 1.00               | INT  | \$14,021.80 | \$14,021.80 |
| 0632 7 2   | SIGNAL CABLE- REPAIR/REPLACE/OTHER, F&I                                                     | 1.00               | LF   | \$9.20      | \$9.20      |
| 0634 4 341 | SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH,<br>PERPENDICULAR                          | 1.00               | INT  | \$4,193.00  | \$4,193.00  |
| 0634 4 342 | SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH,<br>DIAGONAL                               | 1.00               | INT  | \$3,682.00  | \$3,682.00  |
| 0634 4 343 | SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH,<br>BOX SPANS                              | 1.00               | INT  | \$5,213.00  | \$5,213.00  |
| 0634 4 351 | SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH,<br>PERPENDICULAR                             | 1.00               | INT  | \$5,213.00  | \$5,213.00  |
| 0634 4 352 | SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH,<br>DIAGONAL                                  | 1.00               | INT  | \$4,703.00  | \$4,703.00  |
| 0634 4 353 | SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH,<br>BOX SPANS                                 | 1.00               | INT  | \$6,234.00  | \$6,234.00  |
| 0634 4 152 | SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL                                                | 1.00               | INT  | \$6,939.00  | \$6,939.00  |
| 0634 4 153 | SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP<br>BOX                                      | 1.00               | INT  | \$12,309.00 | \$12,309.00 |
| 0634 4 154 | SPAN WIRE ASSEMBLY, F&I, TWO POINT, OTHER TYPE                                              | 1.00               | INT  | \$12,309.00 | \$12,309.00 |
| 0634 4 400 | SPAN WIRE ASSEMBLY, ADJUST                                                                  | 1.00               | INT  | \$3,679.00  | \$3,679.00  |
| 0634 4 600 | SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN                                                    | 1.00               | INT  | \$1,521.00  | \$1,521.00  |
| 0634 5 1   | FIBERGLASS INSULATOR, F&I                                                                   | 1.00               | LF   | \$71.50     | \$71.50     |
| 0635 2 11  | PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE                                                | 1.00               | EACH | \$1,235.00  | \$1,235.00  |
| 0635 3 11  | JUNCTION BOX, F&I, AERIAL                                                                   | 1.00               | EACH | \$625.00    | \$625.00    |
| 0639 1 112 | ELECTRICAL POWER SERVICE, F&I, OVERHEAD METER<br>PURCHASED BY CONTRACTOR FROM POWER COMPANY | 1.00               | AMBY | \$4,542.00  | \$4,542.00  |
| 0639 1 122 | ELECTRICAL POWER SERVICE, F&I, UNDERGROUND,<br>METER PURCHASED BY CONTRACTOR                | 1.00               | AMBY | \$3,842.00  | \$3,842.00  |
| 0639 2 1   | ELECTRICAL SERVICE WIRE, F&I                                                                | 1.00               | LF   | \$8.00      | \$8.00      |
| 0639 4 3   | EMERGENCY GENERATOR - PORTABLE INSTALL-<br>RETROFIT; FDOT FURNISHED                         | 1.00               | EACH | \$1,082.00  | \$1,082.00  |
| 0639 4 5   | EMERGENCY GENERATOR - PORTABLE, MONITOR &<br>REFUEL                                         | 1.00               | HR   | \$346.00    | \$346.00    |
| 0639 4 7   | EMERGENCY GENERATOR - HARNESS FOR CABINET<br>RETROFIT                                       | 1.00               | EACH | \$703.00    | \$703.00    |
| 0641 2 12  | PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE<br>POLE                                   | 1.00               | EACH | \$2,234.00  | \$2,234.00  |
| 0646 1 11  | ALUMINUM SIGNALS POLE, PEDESTAL                                                             | 1.00               | EACH | \$2,658.00  | \$2,658.00  |
| 0650 1 50  | VEHICULAR TRAFFIC SIGNAL, INSTALL                                                           | 1.00               | AMBY | \$612.00    | \$612.00    |

| Item #     | Item Description                                                                                         | Estimated Quantity | Unit | Unit Price  | Total Price |
|------------|----------------------------------------------------------------------------------------------------------|--------------------|------|-------------|-------------|
| 0650 1 60  | VEHICULAR TRAFFIC SIGNAL, REMOVE- POLES TO REMAIN                                                        | 1.00               | AMBY | \$102.00    | \$102.00    |
| 0650 1 11  | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 1 SECTION, 1 WAY                                   | 1.00               | AMBY | \$947.00    | \$947.00    |
| 0650 1 12  | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 1 SECTION, 2-4 WAY                                 | 1.00               | AMBY | \$3,247.00  | \$3,247.00  |
| 0650 1 14  | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY                                   | 1.00               | AMBY | \$2,213.00  | \$2,213.00  |
| 0650 1 18  | VEHICULAR TRAFFIC SIGNAL, F&I ALUMINUM, 5 SECTION STRAIGHT, 1 WAY                                        | 1.00               | AMBY | \$3,272.00  | \$3,272.00  |
| 0650 1 24  | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 3 SECTION, 1 WAY                   | 1.00               | AMBY | \$2,213.00  | \$2,213.00  |
| 0650 1 25  | VEHICULAR TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WITH ALUMINUM TOP SECTION, 3 SECTION, 2-4 WAYS | 1.00               | AMBY | \$7,155.00  | \$7,155.00  |
| 0650 1 29  | VEHICULAR TRAFFIC SIGNAL, F&I POLYCARBONATE W ALUMIN, 5 SECTION CLUSTER, 1 WAY                           | 1.00               | AMBY | \$3,272.00  | \$3,272.00  |
| 0650 1 80  | VEHICULAR TRAFFIC SIGNAL, ADJUST/MODIFY EXISTING SIGNAL                                                  | 1.00               | AMBY | \$204.00    | \$204.00    |
| 0650 2 102 | VEHICULAR SIGNAL AUXILIARIES, REPAIR/REPLACE/RETROFIT- F&I, BACKPLATE- BLACK WITH REFLECT BORDER         | 1.00               | EACH | \$715.00    | \$715.00    |
| 0650 1 70  | VEHICULAR TRAFFIC SIGNAL, RELOCATE- INCLUDES REMOVAL AND REINSTALLATION                                  | 1.00               | AMBY | \$950.00    | \$950.00    |
| 0653 1 11  | PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1 WAY                                                | 1.00               | AMBY | \$996.00    | \$996.00    |
| 0653 1 12  | PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2 WAYS                                               | 1.00               | AMBY | \$1,963.00  | \$1,963.00  |
| 0653 1 60  | PEDESTRIAN SIGNAL, REMOVE PED SIGNAL- POLE/PEDESTAL TO REMAIN                                            | 1.00               | AMBY | \$102.00    | \$102.00    |
| 0660 3 51  | VEHICLE DETECTION SYSTEM- MICROWAVE, ADJUST & MODIFY, CABINET EQUIPMENT                                  | 1.00               | EACH | \$773.00    | \$773.00    |
| 0660 3 52  | VEHICLE DETECTION SYSTEM - MICROWAVE, ADJUST & MODIFY, ABOVE GROUND EQUIPMENT                            | 1.00               | EACH | \$1,154.00  | \$1,154.00  |
| 0660 4 51  | VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY CABINET EQUIPMENT                                         | 1.00               | EACH | \$580.00    | \$580.00    |
| 0660 4 52  | VEHICLE DETECTION SYSTEM- VIDEO, ADJUST/MODIFY ABOVE GROUND EQUIPMENT                                    | 1.00               | EACH | \$1,289.00  | \$1,289.00  |
| 0665 1 11  | PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD                                                         | 1.00               | EACH | \$315.00    | \$315.00    |
| 0670 4 1   | INTERSECTION CONTROL BEACON CONTROLLER ASSEMBLY, FURNISH & INSTALL                                       | 1.00               | AMBY | \$3,736.00  | \$3,736.00  |
| 0670 5 112 | TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA, 2 PREEMPTION                                                     | 1.00               | AMBY | \$51,570.00 | \$51,570.00 |
| 0670 5 121 | TRAFFIC CONTROLLER ASSEMBLY, F&I, 170, 1 PREEMPTION PLAN                                                 | 1.00               | AMBY | \$51,517.00 | \$51,517.00 |
| 0670 5 400 | TRAFFIC CONTROLLER ASSEMBLY, MODIFY                                                                      | 1.00               | AMBY | \$1,450.00  | \$1,450.00  |
| 0670 5 600 | TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET                                              | 1.00               | AMBY | \$1,972.00  | \$1,972.00  |
| 0670 5 700 | TRAFFIC CONTROLLER ASSEMBLY, RESTORE- MINOR REPAIRS                                                      | 1.00               | AMBY | \$1,003.00  | \$1,003.00  |
| 0678 1 104 | CONTROLLER ACCESSORIES, REPLACE EXISTING- F&I, LOAD SWITCH                                               | 1.00               | EACH | \$326.00    | \$326.00    |
| 0678 1 109 | CONTROLLER ACCESSORIES, REPLACE EXISTING- F&I, TYPE 3 TIME SWITCH                                        | 1.00               | EACH | \$4,072.00  | \$4,072.00  |
| 0678 1 110 | CONTROLLER ACCESSORIES, REPLACE EXISTING- F&I, TYPE 4 TIME SWITCH                                        | 1.00               | EACH | \$4,072.00  | \$4,072.00  |
| 0700 3 201 | SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF                                                | 1.00               | EACH | \$809.00    | \$809.00    |
| 0700 3 204 | SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 31-50 SF                                                   | 1.00               | EACH | \$2,727.00  | \$2,727.00  |
| 0700 3 501 | SIGN PANEL, RELOCATE, UP TO 12 SF                                                                        | 1.00               | EACH | \$573.00    | \$573.00    |
| 0700 3 601 | SIGN PANEL, REMOVE, UP TO 12 SF                                                                          | 1.00               | EACH | \$147.00    | \$147.00    |
| 0700 12 11 | SIGN BEACON, F&I GROUND MOUNT- AC POWERED, ONE BEACON                                                    | 1.00               | AMBY | \$6,812.00  | \$6,812.00  |
| 0700 12 12 | SIGN BEACON, F&I GROUND MOUNT- AC POWERED, TWO BEACONS                                                   | 1.00               | AMBY | \$7,989.00  | \$7,989.00  |

| Item #                  | Item Description                                          | Estimated Quantity | Unit | Unit Price  | Total Price         |
|-------------------------|-----------------------------------------------------------|--------------------|------|-------------|---------------------|
| 0700 12 21              | SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON  | 1.00               | AMBY | \$10,721.00 | \$10,721.00         |
| 0700 12 22              | SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, TWO BEACONS | 1.00               | AMBY | \$11,949.00 | \$11,949.00         |
| 0700 12 31              | SIGN BEACON, F&I OVERHEAD MOUNT, ONE BEACON               | 1.00               | AMBY | \$5,723.00  | \$5,723.00          |
| 0700 12 32              | SIGN BEACON, F&I OVERHEAD MOUNT, TWO BEACONS              | 1.00               | AMBY | \$6,509.00  | \$6,509.00          |
| <b>Total Bid Price:</b> |                                                           |                    |      |             | <b>\$308,831.00</b> |

**Notes:**

- This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.

**Payment Terms:**

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month. Final Payment including retainage, if any, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, LLC

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

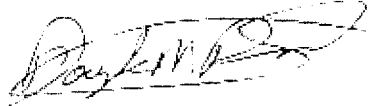
**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Traffic Control Devices, LLC**

**Authorized Signature:** 

**Estimator:** Doug Burch  
(407) 869-5300 d.burch@tcd-usa.com

**THIRD RENEWAL OF CONSTRUCTION AGREEMENT**  
**Traffic Signal Repair for Emergency Work**  
**(Contract No. ITB-2020-0-2020/LS)**

This **THIRD RENEWAL OF CONSTRUCTION AGREEMENT** ((Traffic Signal Repair for Emergency Work – Contract No. ITB-2020-0-2020/LS) dated 4-25-2024, 2024 is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the “CITY”) and **TRAFFIC CONTROL DEVICES, LLC, A FLORIDA LIMITED LIABILITY COMPANY (F/K/A TRAFFIC CONTROL DEVICES, INC, AN INACTIVE FLORIDA CORPORATION)**, a Florida Limited Liability Company, whose mailing address is 242 N. Westmonte Drive, Altamonte Springs, Florida 32714 (the “CONTRACTOR”).

WHEREAS, the CITY and the CONTRACTOR have entered into that certain Construction Agreement – Agreement for Services Traffic Signal Repair for Emergency Work dated June 19, 2020, under which the CONTRACTOR provided services restoring to an operational condition existing traffic signals and communications systems damaged during a widespread disaster the CITY may endure in accordance with the Local Agency Contracting Requirements for the Federal Highway Administration (FHWA) Emergency Relief Program (the “Contract”);

WHEREAS, the Agreement was issued pursuant to competitive bidding and more particularly, the CITY’s Invitation to Bid #ITB-2020-0-2020/LS);

WHEREAS, the Agreement provides that no payment is owed to the CONTRACTOR unless the CITY requests work from the CONTRACTOR;

WHEREAS, the initial term of the Agreement was June 19, 2020, through June 18, 2021, with the option to renew for four additional twelve-month periods, up to a cumulative total of sixty (60) months;

WHEREAS, the parties agreed to renew the Second Amendment for an additional twelve-month period at the new agreed upon rates as executed by the parties, the Amendment to Agreement dated June 19, 2020, identified the term of the renewal as June 19, 2024, through June 18, 2025 (the “Third Renewal”).

WHEREAS, the CITY did not request work from the CONTRACTOR between June 19, 2020, and the present, and accordingly no payment was owed to the CONTRACTOR during such period;

WHEREAS, the parties desire to renew the agreement to reflect their intention of a continuous contract; and

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the CONTRACTOR agree as follows:

Section 1. Definitions. Capitalized terms used and not defined in this Third Renewal of Agreement shall have the respective meanings assigned to them in the Original Agreement.

Section 2. Two One-Year Renewals. In accordance with Paragraph 3 of the Agreement, the parties agree to extend the term of the Agreement at the new agreed upon rates for one additional twelve-month period that will be in effect beginning June 19, 2024, until June 18, 2025.

Section 3. Date of Effectiveness; Limited Effect. This Third Renewal will be deemed effective as of June 19, 2024. Except as expressly provided in this Third Renewal, all the terms and provisions of the June 19, 2020 Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. On and after the effective date, each reference in the Contract to "this Contract", "the Contract," "this Agreement", "the Agreement," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Agreement, as amended by this Third Renewal.

IN WITNESS WHEREOF, the parties have executed this Third Renewal as of the date of the last of the parties to execute below.

CITY OF MELBOURNE,  
a Florida municipal corporation

By: Jenni Lamb  
City Manager

Date: 4/25/24

TRAFFIC CONTROL DEVICES, LLC,  
a Florida limited liability Company

George Hamil  
Name: George Hamil  
Title: Vice President

As Authorized Agent  
Date: 4/17/2024

ATTEST:

Justin Stevens  
Kevin McKeown, City Clerk

**Justin Stevens**  
**Assistant City Clerk**



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                    |
|--------------------------------------------|--------------------|
| Department:                                | Financial Services |
| Presenter:                                 | Ross McGinn        |
| Council District:                          | N/A                |
| Reading Number:                            | N/A                |
| Quasi-judicial Item (Disclosure Required): | No                 |
| Public Hearing:                            | No                 |
| Item Number:                               | C.15.i.            |

**Subject:**

Custody Agreement with U.S. Bank National Association and necessary associated documents.

**Background/Consideration:**

The City and Airport have contracted with Suntrust Bank, now Truist Bank, for third-party custodial services since at least June 2000. Following the approval of PFM Asset Management, LLC (PFMAM), a division of U.S. Bancorp Asset Management, Inc., as its investment advisor at the May 28, 2024 City Council Meeting, PFMAM has assisted staff in reviewing the City's current custodial services to ensure pricing was competitive and in line with the market.

Five custody services providers were surveyed and presented to the Investment Committee at their May 20, 2025 meeting. The Investment Committee was comprised of the City Manager, Director of Finance of the City, and Senior Director of Finance and Administration of the Orlando Melbourne International Airport. The five custody service providers presenting were Truist Bank, U.S. Bank, TD Wealth, Principal Bank, and Regions Bank.

After reviewing the proposals, the Investment Committee unanimously recommended transferring third-party custodial services to U.S. Bank. Discussion during the committee meeting reaffirmed that while PFM Asset Management, LLC is a division of U.S. Bancorp Asset Management, Inc., which itself is a subsidiary of U.S. Bank National Association, the Institutional Trust & Custody (ITC) division has firewalls in place between itself and PFM and do not use any of the same systems and do not have access to each other's data. From a regulation point of view, the ITC side is governed/regulated by the Department of Treasury's Office of the Comptroller and Currency (OCC), while USBAM/PFMAM is governed/regulated by the Securities and Exchange Commission (SEC), two distinct and different regulatory authorities in place between the divisions of the bank.

As time is of the essence, with a targeted rollover date of July 1, to avoid any disruption of service regarding the City and Airport's investments, the City Manager and Director of Finance began executing necessary documents in advance of City Council approval. No actions taken were irreversible in nature.

**Contract/Solicitation:**

Services provided under the custody agreement are exempted from competitive procurement under Section 2-570 and 2-572(c) of the City Code. While this item is under the \$25,000.00 threshold



allowing for City Manager approval, given the open-ended nature of a third-party custodial agreement that may extend over multiple years, it has been brought before City Council for approval.

**Fiscal/Budget Impact:**

Costs incurred under this agreement reduce interest revenues recorded to 000-361100 and 9803611-361112. Using current levels of assets under management, this agreement will realize, on an annual basis, savings of approximately \$33,645.

**Requested Action:**

Approval of the Custody Agreement substantially in the form of the attached, with U.S. Bank National Association, Minneapolis, MN - estimated annual spend of \$19,870.00, and authorization for the City Manager, or her designee, to execute all necessary associated documents.

City of Melbourne  
Custody Services Provider Comparison  
5/20/2025  
Portfolio Characteristics

| Assumptions     |    |             |
|-----------------|----|-------------|
| Master Account  | \$ | 240,000,000 |
| Airport Account | \$ | 16,000,000  |
| 2023 Bonds      | \$ | 14,000,000  |
| Total           | \$ | 270,000,000 |

Estimated Annual Trades 415  
Estimated Annual Wires 12

| Fees                       | Truist(1) |           | U.S. Bank (2) |           | TD Wealth (3) |           | Principal (4) |           | Regions Bank (5) |           |
|----------------------------|-----------|-----------|---------------|-----------|---------------|-----------|---------------|-----------|------------------|-----------|
| Annual Fee                 |           | \$ 16,750 |               | \$ 19,750 |               | \$ 18,500 |               | \$ 17,355 |                  | \$ 94,500 |
| Account Fee                |           |           |               |           |               |           | \$ 1,500      | \$ 4,500  |                  |           |
| Paydown Fee                | \$ 15     | \$ 5,460  |               |           |               |           |               |           |                  |           |
| Trade Fee                  | \$ 75     | \$ 31,125 |               |           |               |           | \$ 8          | \$ 3,320  |                  |           |
| Wire Fee                   | \$ 15     | \$ 180    | \$ 10         | \$ 120    |               |           | \$ 10         | \$ 120    |                  |           |
| Total Estimated Annual Fee |           | \$53,515  |               | \$19,870  |               | \$18,500  |               | \$25,295  |                  | \$94,500  |
| Estimated Monthly Fee      |           | \$4,460   |               | \$1,656   |               | \$1,542   |               | \$2,108   |                  | \$7,875   |

\$15,000 minimum annual fee \$5,000 Minimum Annual Fee

(1) Truist information based on estimate. Invoice appears to be billed quarterly, approximately \$14k  
(2) U.S. Bank- Tiered fee based on AUM, paydown and trade fees included. First \$250M 0.75% , Remaining 0.50%  
(3) T.D. Wealth tiered fee based on AUM. First \$100M 0.01%, Remaining 0.005%, all transaction fees included. Does not report market value on money market securities (12 months and under).  
(4) Principal 0.65 bps on all assets plus other fees  
(5) Regions Bank - flat fee of 4 bps however unclear on any other fees included or not.

Please note all of this information could be subject to change and estimates could be subject to change. Please see pricing proposals from custody banks above for further details.

THIS DOCUMENT IS A STANDARD AGREEMENT FOR USE WITH **GENERAL ASSETS** (AND NOT WITH AN INSURER, INVESTMENT-FUND SPONSOR, OUTSIDE TRUSTEE, OR EMPLOYEE BENEFIT PLAN). IF YOU PROPOSE ANY EDITS TO THIS STANDARD AGREEMENT, THEN U.S. BANK NATIONAL ASSOCIATION WILL RETRACT ANY FEE PROPOSAL THAT ASSUMES **USE OF THE STANDARD AGREEMENT WITHOUT EDITS** AND WILL ISSUE A NEW FEE PROPOSAL WITH HIGHER FEES.

## CUSTODY AGREEMENT (GENERAL ASSETS)

This Custody Agreement (the “Agreement”) is between \_\_\_\_\_ (legal name of entity), a \_\_\_\_\_ (legal form of entity) organized under the laws of \_\_\_\_\_, (“Customer”), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota (“Bank”).

The parties hereby agree as follows:

### SECTION 1 DEFINITIONS

1.1. “**Account**” means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).

1.2. “**Accounting Standards**” means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, *Fair Value Measurement*, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application*.

1.3. “**Affiliated Investment**” means a security or other property issued, offered, or serviced by Customer or Customer’s affiliate.

1.4. “**Assets**” means the securities, cash, and other property Customer contributes, or causes to be contributed, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.

1.5. “**Cash-flow Analysis**” means a periodic written analysis of Customer’s cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of contributions, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.

1.6. “**CFR**” means the Code of Federal Regulations.

1.7. “**Client-controlled Asset**” means an asset that is neither registered in the name of Bank or Bank’s nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.

1.8. “**Code**” means the Internal Revenue Code of 1986, as amended.

1.9. “**Depository**” means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.

1.10. “**DTC**” means the Depository Trust Company.

1.11. “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

1.12. “**Guidelines**” means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time

- 1.13. **“Harm”** means claims, costs, damages, expenses (including attorneys’ and other professional fees), fines, interest, liabilities, losses, penalties, and taxes.
- 1.14. **“Indemnified Person”** means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.
- 1.15. **“Investment Advice”** means a recommendation, or a call-to-action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account’s portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.
- 1.16. **“Investment Company Act”** means the Investment Company Act of 1940, as amended.
- 1.17. **“IRS”** means the Internal Revenue Service.
- 1.18. **“Messaging System”** means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.
- 1.19. **“National Securities Exchange”** means a securities exchange that is registered with the SEC (as defined below) under Section 6 of the Securities Exchange Act of 1934.
- 1.20. **“Plan-assets Vehicle”** means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA §3(42) and 401 and 29 CFR §2510.3-101).
- 1.21. **“Private Fund”** means an issuer that would be an *“investment company”* as defined in the Investment Company Act but for §3(c)(1) or (7) thereof.
- 1.22. **“SEC”** means the United States Securities and Exchange Commission.
- 1.23. **“State”** means the State of Minnesota, United States of America.
- 1.24. **“Statement Recipient”** means Customer and anyone else Customer so designates.
- 1.25. **“Sub-account”** means a separate portion of the Account.

## SECTION 2 APPOINTMENT AND ACCEPTANCE

2.1. **Appointment; Acceptance.** Customer hereby appoints Bank as custodian of the Assets. Bank hereby accepts such appointment and agrees to hold the Assets in the Account with due care in accordance with reasonable commercial standards, upon the terms and conditions set forth below.

2.2. **Establishment of Account.**

2.2.1. Customer hereby contributes Assets, or causes Assets to be contributed, to the Account.

2.2.2. Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches any such representation, warranty, or covenant:

2.2.2.1. Customer holds good and valid legal title to all Assets.

2.2.2.2. None of the Assets is (i) an asset of any “plan” as defined in ERISA §3(3); any “plan” as defined in Code §4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to the requirements of a special reserve bank account under SEC Rule 15c3-3; a customer segregated account, cleared swaps customer account, or customer secured

account under U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

2.2.2.3. Customer is neither (i) a Private Fund, (ii) an investment pool or entity that is an “*investment company*” as defined in Investment Company Act §3(a) or is excluded from such definition (or exempted from regulation) by the Investment Company Act, (iii) an insurer, (iv) a reinsurer, nor (v) a natural person.

2.2.2.4. Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.

2.2.3. As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different taxpayer identification number than Customer and acknowledges that each Sub-Account will have the same taxpayer identification number as Customer.

2.2.4. Customer hereby covenants not to cause or permit the Account to acquire any Affiliated Investment the price of which is not quoted on a National Securities Exchange.

2.2.5. Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

### SECTION 3 BOOKS, RECORDS, AND ACCOUNTS

3.1. **Accounting.** Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.

### SECTION 4 ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

4.1. Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.

4.2. **Account Statements.** Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. (However, if Customer directs Bank to hold an Account statement, then Bank may delay delivery thereof until thirty (30) calendar days after the hold has expired.) Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank’s on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated “Monthly”.

(Check at least one):

- ☐ Monthly
- ☐ Quarterly
- ☐ Semi-annually
- ☐ Annually

4.3. **Confirmations; Notification by Agreement.** Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR §12.4(a) or (b) at no additional cost to Customer.

4.4. **Corporate Actions.** Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning corporate actions.

4.4.1. Notwithstanding anything herein to the contrary, Bank will, without forwarding such information or providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim regarding class-action litigation over a security held in the Account during the class-action period (but only if Bank received notice thereof during the term of this Agreement), regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.

4.5. Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

## SECTION 5 POWERS OF BANK

5.1. In the performance of its duties under this Agreement, Bank shall have the power to:

5.1.1. **Sign Documents.** Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.

5.1.2. **Hire Service Providers.** Hire service providers to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank, and provide them with information about the Account as needed to that end.

5.1.3. **Hold Assets Un-invested.** Hold in a noninterest-bearing deposit account of Bank any cash Assets (i) that are subject to pending investment or distribution directions received by Bank with respect to the Account, (ii) that were received by Bank too late in the day to be invested into the Account's designated sweep vehicle, or (iii) as directed under this Agreement or as needed to implement directions under this Agreement.

5.1.4. **Retain or Interplead Disputed Funds.** With respect to Assets that are the subject of a dispute, (i) withhold delivery or distribution thereof pending final adjudication of the dispute by a court or (ii) file an interpleader action or petition a court for instructions at Account expense.

5.1.5. **Distribute Assets.** Distribute Assets as set forth herein.

5.1.6. **Safe-keep Assets.** Safe-keep Assets.

5.1.7. **Register Assets.** Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.

5.1.8. **Maintain Assets at a Depository or with a Sub-custodian.** Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.

5.1.9. **Maintain Assets at a Mutual Fund.** Maintain Assets that are mutual-fund shares in Bank's omnibus position at the fund.

5.1.10. **Collect Income.** Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.

5.1.11. **Exchange Foreign Currency.** Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.

5.1.12. **Advance Funds or Securities.** Advance funds or securities in furtherance of settling securities transactions and other transactions under this Agreement.

## **SECTION 6 PERMISSIBLE INVESTMENTS; SWEEP DIRECTION**

6.1. Permissible investments for the Account include, but are not limited to, any securities or property administered, advised, custodied, held, issued, offered, sponsored, supported by the credit of, underwritten, or otherwise serviced by Bank or by Bank's affiliate.

6.2. **Sweep Direction.** To the extent Bank has received no investment direction as to cash Assets held in the Account, Bank will use such Assets to purchase a position in the Account's designated sweep vehicle.

## **SECTION 7 SETTLEMENT**

7.1. Upon receipt of directions from Customer, Bank will settle purchases made with Assets and sales of Assets on a contractual basis according to Bank's instruction-deadline schedule and current securities-industry practices, if Bank has all the information and the Account has all the Assets necessary for the purchase or sale. With respect to purchases and redemptions of mutual-fund shares, Customer hereby acknowledges that meeting Bank's internal trading cut-off on any business day does not guarantee (i) that Bank will settle the purchase or redemption on the same business day or (ii) if the fund has a floating or variable net asset value ("NAV"), the use of the NAV then most recently determined.

7.2. Customer hereby covenants not to (i) direct the purchase of an asset, notify a third party that Bank will settle the purchase, or cause or permit anyone else to provide such direction or notice, if the Account has insufficient funds to settle the purchase; (ii) cause or permit proceeds from the sale of an Asset to be used to pay for the earlier purchase of the same Asset; or (iii) cause or permit the sale of an Asset that the Account has not fully paid for.

7.3. With respect to any sale of an Asset on a non-delivery-versus-payment basis, Bank hereby covenants to use commercially reasonable efforts to obtain payment on the same business day that Bank delivered the Asset, and the Account (and not Bank) assumes all risk that payment is delayed or not received.

## **SECTION 8 PRICE-REPORTING; CLIENT-CONTROLLED ASSETS**

8.1. **Price-reporting.** For purposes of reporting the price of an Asset on an Account statement:

8.1.1. **Pricing from Vendor or Exchange.** If Bank receives a price from its third-party pricing vendor, or if a price is quoted on a National Securities Exchange, then Bank will report such price.

8.1.2. **Pricing from Other Sources.** If Bank does not receive a price from its third-party pricing vendor, and a price is not quoted on a National Securities Exchange, then Bank will report (i) the most recent price that Bank received from Customer or Customer's agent (and Customer hereby covenants that Customer and Customer's agents will use a pricing form acceptable to Bank as the means of providing prices to Bank), (ii) the most recent price that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider, (iii) the Asset's par value, or (iv) a nominal value for the Asset.

8.1.3. **Limitations.** Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary price-reporting function and that the reported price might be neither fair market value nor fair value (under Accounting Standards or applicable law). Customer hereby covenants not to rely on the reported price as a substitute for (i) determining the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or

other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

8.1.4. **Pricing Sources; Methodology.** Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

8.2 **Client-controlled Assets.** Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

8.2.1. Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets.

8.2.2. Bank is not responsible for performing any duties under this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

8.2.3. When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, price, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

8.2.4. Such assets are subject to **Exhibit A (Fee Schedule)** hereto.

## **SECTION 9 LIMITATIONS ON DUTIES**

9.1. Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR §9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.

9.2. The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:

9.2.1. Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.

9.2.2. Act as trustee of the Assets.

9.2.3. Act as custodian of any assets other than the Assets.

9.2.4. Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).

9.2.5. Provide Investment Advice.

9.2.6. Determine, monitor, question, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

9.2.7. Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine or question whether the asset or document is authentic, genuine, enforceable,

properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.

9.2.8. (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.

9.2.9. Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity or debt issue.

9.2.10. Determine or question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to take notice of facts not actually known by any Bank employee with direct responsibility for providing services under this Agreement.

9.2.11. Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.

9.2.12. Monitor service providers hired by Customer or guarantee their performance.

9.2.13. Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

## **SECTION 10 AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS**

10.1. **Authorized Persons.** With respect to this Agreement:

10.1.1. Customer will notify Bank of the identity of each (i) employee of Customer who is authorized to act on Customer's behalf, (ii) third-party agent that is authorized to act on Customer's behalf, and (iii) employee of each third-party agent who is authorized to act on such agent's behalf. In no event is any such agent authorized to execute this Agreement or any amendment thereto or to terminate this Agreement.

10.1.2. Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer (or, with respect to any such employee of any such agent, from such agent).

10.1.3. Customer hereby represents and warrants that any such employee or agent was duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time. Customer hereby acknowledges that (i) such employee's or agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.

10.2. **Delivery of Directions.** Any direction, notice, or other communication under this Agreement will be given in writing and (i) addressed as provided pursuant to this Agreement, (ii) entered into Bank's on-line portal, or (iii) sent by Messaging System. If a direction, notice, or other communication was so addressed, entered, or sent, then the recipient bears no risk that the direction, notice, or other communication as received by the recipient was compromised by fraud. Furthermore, any direction under this Agreement to Bank to distribute or transfer cash Assets will not be sent by email.

## **SECTION 11 FEES AND EXPENSES**

11.1. **Fees; Expenses.** Customer shall pay Bank compensation for providing services under this Agreement. A schedule of that compensation is attached as **Exhibit A (Fee Schedule)** hereto.

11.2. **Outstanding Fees and Expenses.** To the extent of any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.

11.3. **Advance of Funds or Securities.** To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206, and Customer hereby acknowledges that the obligation to pay a purchase price to Bank arises at the time of the purchase.

## SECTION 12 INDEMNIFICATION

### 12.1. **Indemnification.**

12.1.1. Customer hereby indemnifies and releases each Indemnified Person and holds each Indemnified Person harmless from and against any Harm that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person's action or omission in connection with this Agreement or the Account, except to the extent that a court of competent jurisdiction has made a final, non-appealable judgment that the Harm resulted directly from the Indemnified Person's willful misconduct, gross negligence, or bad faith.

12.1.2. The foregoing provisions shall survive the termination of this Agreement.

12.2. **Force Majeure.** No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars and the invocation of war powers), revolutions, insurrections, riots, civil commotion, acts of God, medical emergencies, disease outbreaks, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control, regardless of whether such was already in existence as of the date of this Agreement. Nor will any such failure or delay give any party the right to terminate this Agreement.

12.3. **Damages.** No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.

12.4. **Statements.** Bank is not liable with respect to the propriety of Bank's actions or omissions reflected in a statement furnished under this Agreement, except to the extent a Statement Recipient objects to Bank within thirty (30) calendar days after such statement is furnished.

## SECTION 13 TERMINATION OR SHUTDOWN

13.1. **Termination of Agreement.** This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.

### 13.2. **Resignation; Removal.**

13.2.1. Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian.

13.2.2. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has

received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

13.3. **Shutdown.** Notwithstanding anything herein to the contrary, Bank shall have the power to segregate or restrict an asset, delay processing a direction or transaction, refuse to process a direction or transaction, or suspend the Account for one or more business days or close the Account or terminate this Agreement at any time (i) to comply with Bank's economic sanctions or anti-money laundering policies or obligations, (ii) to safeguard against fraud, or (iii) pursuant to a court order or direction of an authorized governmental agency or as required by law, and Bank will incur no liability to any person or entity for any Harm in connection with any such segregation, restriction, delay, refusal, suspension, closure, or termination.

## SECTION 14 DATA PRIVACY, CONFIDENTIALITY, AND SECURITY

14.1. **Definitions.** For purposes of this Section:

14.1.1. **"Applicable Privacy, Confidentiality, and Security Laws"** means, with respect to a party, all applicable federal, state, and local laws, rules, regulations, directives, and other binding requirements issued by any Governmental Authority (as defined below) pertaining to the privacy, confidentiality, or security of Confidential Information (as defined below), including, with respect to Bank, GLBA (as defined below).

14.1.2. **"Confidential Information"** means all information, data, documents, records, and other materials one party receives in connection with this Agreement or the Account from another party that is labeled "*Confidential Information*" or should reasonably be classified by the recipient as personal or confidential information given the nature of the information or the circumstances of its receipt, other than Non-Confidential Information (as defined below).

14.1.3. **"GLBA"** means the Gramm-Leach-Bliley Act, 15 U.S.C. §§6801 *et seq.*, and its implementing regulations, including Regulation P, 12 C.F.R. Part 1016.

14.1.4. **"Governmental Authority"** means, with respect to a party, a state or federal governmental entity having jurisdiction over such party with respect to the activities that are the subject matter of this Agreement.

14.1.5. **"Non-Confidential Information"** means information (i) of the disclosing party that was known by the receiving party without any obligation of confidentiality prior to the disclosing party's disclosure thereof; (ii) of a party that was or becomes publicly available other than pursuant to a breach of this Agreement by the other party; (iii) of a party that was received by the receiving party in good faith on a non-confidential basis from a third party that is not actually known to the receiving party to have disclosed such information in violation of a confidentiality agreement in favor of the other party; (iv) that is independently developed by one party without use of Confidential Information; or (v) of a party that is approved for disclosure by that party.

14.1.6. **"Services"** means the services provided by Bank pursuant to this Agreement.

14.2. **Compliance with Law.** Bank hereby represents and warrants that it complies with all Applicable Privacy, Confidentiality, and Security Laws.

14.3. **Privacy.**

14.3.1. **Program.** Bank hereby represents and warrants that it maintains an enterprise-wide privacy program that (i) complies with federal banking law and regulations and (ii) is consistent with industry standards for providers of services similar to the Services.

14.3.2. **Use and Disclosure of Confidential Information.** Bank will use and disclose Confidential Information only as permitted by Applicable Privacy, Confidentiality, and Security Laws and this Agreement.

14.3.3. **Records Retention.** Bank will maintain commercially-standard records of Confidential Information for the period required by Applicable Privacy, Confidentiality, and Security Laws (or, if longer, the period required by Bank's

record-retention policy). Following the expiration of such period, Bank will, to the extent practicable, promptly destroy all Confidential Information.

**14.3.4. Aggregated, Anonymized, or De-Identified Data.** Customer hereby authorizes Bank to use Confidential Information in an aggregated, anonymized, or de-identified format (i) for the purpose of providing reports and analytics to other customers of Bank and to develop new products and services and (ii) for internal purposes that do not involve disclosure of such data to third parties.

**14.3.5. Consents.** If Customer is a “*financial institution*” as defined in GLBA [15 U.S.C. §6809(3)], then Customer hereby represents and warrants that Customer has obtained all consents from its customers as needed in order to permit Bank to provide the Services and to use Confidential Information as described in this Agreement.

#### **14.4. Information Security.**

**14.4.1. Program.** Bank hereby represents and warrants that it maintains an enterprise-wide information-security program that (i) complies with federal banking law and regulations and (ii) is consistent with industry standards for providers of services similar to the Services.

**14.4.2. Safeguards.** Bank will maintain physical, electronic, and procedural safeguards that are designed to (i) maintain the security and confidentiality of Confidential Information; (ii) protect Confidential Information against anticipated threats or hazards to the security or integrity of Confidential Information; and (iii) prevent unauthorized access to; unauthorized use, disclosure, or modification of; or misuse or loss of such Confidential Information that could result in substantial harm or inconvenience to Customer.

**14.4.3. Notification of Breach.** Bank will maintain an incident response program in accordance with the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice published by Office of the Comptroller of the Currency and other regulators. In accordance with the program, after Bank becomes aware that Confidential Information has been compromised as a result of a breach of security at Bank, Bank will promptly and without undue delay notify the Office of the Comptroller of the Currency and, to the extent permitted by law, Customer. Any such notice to Customer will describe the incident in general terms, the type of Confidential Information that was the subject of unauthorized access, and what Bank has done to protect Confidential Information from further unauthorized access. Bank will cooperate with Customer’s reasonable inquiries relating to the breach, to the extent permitted by law.

#### **14.5. Business Continuity.**

**14.5.1. Business-Continuity Plan.** Bank hereby represents and warrants that it maintains a business-continuity plan that (i) complies with federal banking law and regulations and (ii) is consistent with industry standards for providers of services similar to the Services.

**14.5.2. Transfer of Services.** In the event of a *force-majeure* event or a bankruptcy or insolvency of Bank that renders Bank unable to provide the Services, Bank will cooperate with Customer and the replacement vendor selected by Customer to transition performance of the Services to such replacement vendor, including through the delivery of any Account records to such replacement vendor. However, the foregoing will not require Bank to provide any Confidential Information of Bank to any third party unless such third party has executed a confidentiality agreement acceptable to Bank.

#### **14.6. Audit.**

**14.6.1. Third-Party Audit.** Bank hereby represents and warrants that it obtains an independent auditor’s System and Organization Controls (SOC) 2 Report or its equivalent annually.

**14.6.2. Assessment.** No more than once per calendar year, Customer has the right to assess the policies, standards, and practices of Bank with respect to the performance of this Agreement, to the extent necessary to verify Bank’s compliance with the terms of this Section. Customer hereby acknowledges that information which Bank deems confidential or proprietary may not be considered necessary to verify Bank’s compliance. The assessment will be conducted during regular business hours upon not less than ninety (90) calendar days written notice by Customer to Bank on a date agreed upon by

them. Bank will make efforts to resolve deficiencies noted as a result of such assessment in a manner commensurate to the risk those deficiencies represent.

**14.6.3. Regulatory Audit.** Bank hereby authorizes Customer to provide information regarding the performance of this Agreement to a Governmental Authority with authority to review Customer's service arrangements, but only when the Governmental Authority specifically requests such information. Notwithstanding anything in this Agreement to the contrary, Bank may disclose Confidential Information to a governmental agency that regulates Bank, whether in routine disclosures or in connection with such agency's inquiry about or examination of Bank records or otherwise, without notice to Customer.

**14.7. Insurance.** Bank hereby represents and warrants that (i) Bank maintains Cyber Liability Insurance, Bankers Professional Liability Insurance, and a Financial Institution Bond (Crime and Dishonesty Policy) and (ii) such insurance complies with federal banking law and regulations and is consistent with industry standards for providers of services similar to the Services. Upon Customer's request, Bank will provide Customer with copies of a certificate of insurance for each form of insurance stated above.

**14.8. Customer.** Customer hereby represents and warrants that it (i) complies with all Applicable Privacy, Confidentiality, and Security Laws, (ii) maintains an enterprise-wide information-security program that is consistent with its own industry's standards, and (iii) obtains an annual independent risk-assessment of its information-security program. Customer will (i) use and disclose Confidential Information only as permitted by Applicable Privacy, Confidentiality, and Security Laws and this Agreement; maintain commercially-standard records of Confidential Information for the period required by Applicable Privacy, Confidentiality, and Security Laws; and, following the expiration of such period, to the extent practicable, promptly destroy all Confidential Information; and (ii) notify Bank promptly and without undue delay after becoming aware that Confidential Information has been compromised as a result of a breach of security at Customer, cooperate in Bank's investigation of the breach, and address the cause of the breach.

**14.9. Third Party/Subcontractor.** Each party hereby acknowledges that it is responsible for the actions of its officers, directors, employees, and agents with respect to the privacy, confidentiality, and security of Confidential Information. Customer will not, and will not ask Bank to, disclose Bank's Confidential Information to any online portal or platform maintained by any third party that Customer has hired to manage or assess Customer's vendor due-diligence and monitoring activities, unless (i) Customer has identified the third party (and the portal or platform) to Bank, (ii) the third party has provided information about its information-security processes and procedures to Bank, in a form acceptable to Bank, (iii) Bank has assessed those processes and procedures, and (iv) Bank has notified Customer that such disclosure to the portal or platform is permitted under this Agreement.

## **SECTION 15 MISCELLANEOUS**

**15.1. Services Not Exclusive.** Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

**15.2. Binding Obligations.** Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

**15.3. Complete Agreement; Amendment.**

**15.3.1. Complete Agreement.** This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.

**15.3.2. Amendment.** This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, the terms of **Exhibit A (Fee Schedule)** hereto alone govern amendments thereto.

15.3.3. **Control Agreement.** Customer has the power to direct Bank to enter into a separate written control agreement with respect to the Account or any Asset. Any such control agreement prevails over this Agreement to the extent such agreements are inconsistent with each other.

15.4. **Governing Law; Venue.** This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court.

15.5. **Successors and Assigns.**

15.5.1. This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2. No party may assign any of its rights under this Agreement without the consent of each other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6. **Severability.** The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

15.8. **Solvency.** Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.

15.9. **Tax-Lot Selection-Method.** For the purpose of complying with IRS regulations requiring cost basis reporting, Customer hereby designates the tax-lot selection-method for the Account:

- ☐ **Minimize Gain** – Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
- ☐ **First In First Out (FIFO)** – Shares are sold from tax lots having the earliest federal tax acquisition date.
- ☐ **Last In First Out (LIFO)** – Shares are sold from tax lots having the most recent federal tax acquisition date.
- ☐ **Highest Federal Cost First Out (HIFO)** – Shares are sold from tax lots having the highest federal tax cost per share.
- ☐ **Lowest Federal Cost First Out (LOFO)** – Shares are sold from tax lots having the lowest federal tax cost per share.
- ☐ **Average Federal Tax Cost** – Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Customer directs otherwise.
- ☐ **Maximize Gain** – Shares are sold from tax lots having the lowest per unit federal tax cost.

If the foregoing does not designate one and only one tax-lot selection-method, then Customer is deemed to have designated FIFO method. If Customer wishes to use a tax-lot selection-method that is different from what is selected above for an individual trade, then Customer may designate such other selection-method when executing the trade.

**15.10. Shareholder Communications Act Election.** Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the “Securities-Issuer”) and any person who has or shares the power to vote, or the power to direct the voting of, that security (the “Voter”). Unless the Voter registers its objection with Bank, Bank must disclose the Voter’s name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer’s request (“Disclosure”). To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one box below will cause Customer to be deemed to have consented to Disclosure and (ii) registers its (*check only one*):

- ☐ Consent to Disclosure.
- ☐ Objection to Disclosure.

**15.11. Tax Reclaims; Proofs of Claim.** To the extent Bank provides the Account with a service to minimize foreign withholding or reclaim foreign taxes withheld with respect to an Asset or files any class-action proof of claim with respect to an Asset, Customer hereby consents to Bank’s disclosure of Customer’s name, address, and taxpayer identification number, as well as the Account’s position in the Asset, to Bank’s sub-custodians and other service providers, to the Asset’s issuer and the issuer’s agents, and to foreign tax authorities as needed in order to provide such service.

**15.12. Abandoned Property.** Bank will escheat Assets pursuant to the applicable state’s abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

**15.13. Legal Advice.** Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

**15.14. Waiver of Jury Trial.** Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

**15.15. Legal Action.** If Bank is served with any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, bankruptcy-court order, receivership order, or similar order relating to the Account (each, a “Legal Action”), then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank’s choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer’s request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying.

**15.16. Representations and Warranties.** Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

**15.17. Publicity.** No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.

**15.18. Counterparts and Duplicates.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

**15.19. E-signature.** Each party hereby (i) consents to electronically sign this Agreement, amendments thereto, and Account forms requiring its signature, but may, by notice to each other party, withdraw such consent or opt-out of electronic signing and (ii) covenants to rely on DocuSign (or another e-sign vendor as subsequently agreed upon by all parties) to facilitate any such e-signatures. The party creating the e-signed document through its account with the e-sign vendor hereby covenants to retain the authoritative copy and provide a copy to each other party. No party hereby forfeits any power to use a conventional handwritten signature as a means of signing this Agreement, amendments thereto, and Account forms.

15.20. **Foreign Customer.** If Customer is organized outside the U.S., then Customer hereby acknowledges that (i) Bank has not obtained a license under the laws of Customer's domicile to provide the services described in this Agreement and (ii) Bank has no duty to determine or question whether this Agreement or any Account transaction complies with the laws of Customer's domicile.

15.21. **Effective Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

**IN WITNESS WHEREOF**, an authorized officer of each party hereby executes this Agreement on the date stated beneath that party's signature.

**CUSTOMER:** \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Customer's authorized officer)

\_\_\_\_\_  
(Printed name of Customer's authorized officer)

Its: \_\_\_\_\_  
(Title of Customer's authorized officer)

Dated: \_\_\_\_\_

U.S. Mail Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address:  
\_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

Its: Vice President and Relationship Manager

Dated: \_\_\_\_\_

U.S. Mail Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email Address:  
\_\_\_\_\_

## **CUSTODY AGREEMENT**

### **Exhibit A (Fee Schedule)**

**FEE SCHEDULE**

**[DRAFTING NOTE: FOR MANAGED ACCOUNTS THAT DO NOT HOLD PLAN ASSETS]**

This Fee Schedule relates to the U.S. Bank National Association ("USBNA") Institutional Trust & Custody division ("IT&C") account identified below (such account, including any sub-accounts therein, the "Account") and is effective as of \_\_\_\_\_ (date) (or, if no date is entered there, then the effective date of the Account's governing trust or custody agreement) (the "Fee Schedule's Effective Date").

Account Name: City of Melbourne

Account Number: \_\_\_\_\_

USBNA; U.S. Bancorp Asset Management, Inc. ("USBAM"); U.S. Bancorp Fund Services, LLC ("USBFS"); U.S. Bancorp Investments, Inc. ("USBI"); U.S. Bank Europe DAC ("DAC"); and U.S. Bank Global Fund Services (Cayman), (Guernsey), and (Ireland) Limited and (Luxembourg) S.a.r.l. ("USBGFS") are affiliates of U.S. Bancorp (collectively with U.S. Bancorp, "U.S. Bank"). This Fee Schedule, together with the service contract(s) between the Customer (as defined below) and USBNA regarding the Account ("Account's Governing USBNA Service Contract(s)"), describes services that U.S. Bank expects to provide to the Account pursuant thereto and compensation that U.S. Bank expects to receive therefor:

**Account Profile (Part A):** Describes the Account and U.S. Bank's role with respect to the Account.

**Account-level Fees (Part B):** Describes fees U.S. Bank receives directly from the Account (the "Account Fees").

**Fund-level Fees (Part C):** Describes fees the Account pays on the investment of Account assets in open-end investment companies registered under the Investment Company Act of 1940 ("Mutual Funds"), 3(c)(1) or (7) funds ("Private Funds"), Undertakings for Collective Investment in Transferable Securities funds ("UCITS"), and Alternative Investment Fund Managers Directive funds ("AIFs") (each of the foregoing, a "Fund") (the "Fund Fees") and fees U.S. Bank receives from those investments or their agents ("U.S. Bank Revenue Share").

**Other Compensation (Part D):** Describes compensation that U.S. Bank receives other than Account Fees or U.S. Bank Revenue Share ("Other Compensation").

**Changes (Part E):** Describes circumstances under which this Fee Schedule may be changed.

**Approval (Part F):** Provides the customer's approval of the fees described herein.

**ACCOUNT PROFILE (PART A)**

If the Account is a USBNA trust account, then the undersigned is the trust's grantor; if the Account is a USBNA custody account, then the undersigned is the Account's owner (such undersigned, the "Customer"). USBNA has discretion to invest Account assets to the extent provided in the Account's Governing USBNA Service Contract(s) (to such extent, a "Managed Account"; otherwise, a "Directed Account").

FOR A MANAGED ACCOUNT THAT IS SUB-ADVISED, **[DRAFTING NOTE: ENTER THE FULL LEGAL NAME OF ANY RIA FIRM CHOSEN BY USBNA TO INVEST ACCOUNT ASSETS.]** (the "Sub-Adviser") invests Account assets in its discretion (a "Sub-Advised Account") by way of a sub-contract between USBNA and the Sub-Adviser, the Sub-Adviser is an investment adviser registered under the Investment Advisers Act of 1940 (an "RIA"), and the Sub-Adviser's Form ADV is available at <https://adviserinfo.sec.gov/>.

**ACCOUNT-LEVEL FEES (PART B)**

The Account Fees, which are in addition to Fund Fees and are paid directly to USBNA, are as follows. For a complete description of services that U.S. Bank expects to provide to the Account, see the Account's Governing USBNA Service Contract(s).

|                                     |                                                                                |
|-------------------------------------|--------------------------------------------------------------------------------|
| <b>Administration fee</b>           | Provide account administration. The administration fee is calculated in tiers: |
| <b>(FOR A DIRECTED ACCOUNT THAT</b> | 0.75 bps on the first \$ 250,000,000 of Account assets                         |
| <b>IS A USBNA CUSTODY ACCOUNT):</b> | 0.50 bps on the balance                                                        |

**Foreign Currency or Securities.** For Account assets invested in foreign currency or securities other than Euroclear-eligible securities, U.S. Bank provides account administration by way of a sub-contract (the “Foreign-securities Custody Agreement”) between USBNA and a foreign-securities custodian (the “Foreign-securities Custodian”). The name, address, and principal place of business of the Foreign-securities Custodian (and the name and address of the regulatory authority that supervises or regulates it) can be obtained upon request from the Customer’s Relationship Manager at USBNA. Account assets invested in any foreign currency or securities are excluded from the fee-tiers above, the fee-rates on such assets are instead set forth in the U.S. Bank Institutional Trust & Custody Global Fee Schedule (the “Global Fee Schedule”), and the fee for such assets is based on Account assets invested in the applicable country. (U.S. Bank compensates the Foreign-securities Custodian from U.S. Bank’s own fees; the Account does not pay fees in addition to the fees stated herein in connection with services provided by the Foreign-securities Custodian.)

**Trade-processing fees  
(FOR A DIRECTED ACCOUNT):**

Process purchases, sales, or other transactions with respect to Account assets:

|                                                                     |                                     |
|---------------------------------------------------------------------|-------------------------------------|
| DTC-eligible securities, including ETFs (per transaction)           | \$0                                 |
| Fed book-entry securities (per transaction)                         | \$0                                 |
| Domestic open-end mutual funds (per transaction)                    | \$0                                 |
| Foreign currency or securities (per transaction)                    | <i>See the Global Fee Schedule.</i> |
| Certificates of deposit (per set-up, deposit, or withdrawal)        | \$0                                 |
| Closely-held or restricted stock (per transaction)                  | \$0                                 |
| Derivatives: Forwards, futures, options, or swaps (per transaction) | \$15.00                             |
| Insurance or annuity contracts (per policy)                         | \$0                                 |
| Non-marketable/physical not otherwise listed here (per transaction) | \$25.00                             |
| Real-estate deeds, leases, or mortgages (per set-up or transaction) | \$25.00                             |

**Distribution fees:**

Distribute Account cash:

|                                               |             |
|-----------------------------------------------|-------------|
| ACH payment to DDA at USBNA (per ACH payment) | \$2.50 per  |
| Check (per check)                             | \$2.50 per  |
| Wire to domestic location (per wire)          | \$10.00 per |
| Wire to international location (per wire)     | \$25.00 per |

**Portfolio-analytics fee:**

Provide the Customer with access to reports on Clearwater Analytics, LLC’s (“Clearwater”) web-based software platform, by way of a sub-contract between USBNA and Clearwater:

\_\_\_\_\_ bps on all Account assets and other assets reported by Clearwater (U.S. Bank compensates Clearwater from U.S. Bank’s own fees; the Account does not pay fees in addition to the fees stated herein in connection with services provided by Clearwater.)

**Foreign-exchange fees  
(FOR A DIRECTED ACCOUNT):**

Execute foreign-currency exchange (“FX”) transactions related to Account assets invested in foreign currency or securities. A spread-fee is built into the exchange rate for each FX transaction; reduces the amount of foreign currency or securities purchased, the amount of proceeds from the sale thereof, or the amount of entitlement payments received with respect thereto, as the case may be; and varies from FX transaction to FX transaction, based on current market conditions. In addition, each FX transaction is subject to trade-processing fees at the applicable rate set forth in the Global Fee Schedule.

**Securities-lending fee:**

Provide the Account with access to a securities-lending program and with the opportunity to earn additional investment income thereunder. The securities-lending fee is a percentage of that income. For a description of the percentage, and a complete description of services that U.S. Bank expects to provide to the Account, see the governing securities-lending agreement.

**Corporate-actions fee  
(FOR A DIRECTED ACCOUNT):**

Process corporate actions (per corporate action): \$0

|                                                         |                                                                                                                                                                                                                                                           |                |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Class-actions fees<br/>(FOR A DIRECTED ACCOUNT):</b> | File proofs of claim regarding class-action and U.S. antitrust litigation over the Account's securities, by way of a sub-contract between USBNA and Financial Recovery Technologies, LLC (" <u>FRT</u> "):                                                |                |
|                                                         | Recovery fee (per recovery)                                                                                                                                                                                                                               | 2% of recovery |
|                                                         | Maximum recovery fee (per recovery)                                                                                                                                                                                                                       | \$2,000        |
|                                                         | \$25.00 per class action per account                                                                                                                                                                                                                      |                |
|                                                         | (U.S. Bank compensates FRT from U.S. Bank's own fees; the Account does not pay fees in addition to the fees stated herein in connection with services provided by FRT.)                                                                                   |                |
| <b>Asset-holding fee<br/>(FOR A DIRECTED ACCOUNT):</b>  | Hold assets (per year):                                                                                                                                                                                                                                   |                |
|                                                         | Commingled funds (CITs/CTFs), LPs, or hedge funds (per holding)                                                                                                                                                                                           | \$1000         |
|                                                         | Insurance or annuity contracts (per contract)                                                                                                                                                                                                             | \$100          |
|                                                         | Private equity/debt or other commitment-based funds (per holding)                                                                                                                                                                                         | \$100          |
|                                                         | Real-estate deeds, leases, or mortgages (per deed, lease, or mtge.)                                                                                                                                                                                       | \$1000         |
| <b>Securities-intermediary fee:</b>                     | Syndicated bank loans (per loan)                                                                                                                                                                                                                          |                |
|                                                         | \$50                                                                                                                                                                                                                                                      |                |
|                                                         | Serve as securities intermediary with respect to the Account under a control agreement (per control agreement per year):                                                                                                                                  |                |
|                                                         | \$2500                                                                                                                                                                                                                                                    |                |
|                                                         | For a complete description of services that U.S. Bank expects to provide to the Account, see the governing control agreement(s).                                                                                                                          |                |
| <b>ADR tax services<br/>(FOR A DIRECTED ACCOUNT):</b>   | Provide the Account with a service to minimize foreign tax withholding or to reclaim foreign taxes withheld with respect to ADRs (per year)                                                                                                               |                |
|                                                         | \$250                                                                                                                                                                                                                                                     |                |
| <b>Other fees:</b>                                      | Minimum relationship fees (per year)                                                                                                                                                                                                                      |                |
|                                                         | \$15,000                                                                                                                                                                                                                                                  |                |
| <b>Extraordinary-services fee:</b>                      | Provide services described in neither this Fee Schedule nor the Account's Governing USBNA Service Contract(s). The extraordinary-services fee will be calculated at an hourly rate or be a flat fee. USBNA will obtain the Customer's consent to the fee. |                |

**Minimum Relationship Fees.** The Account is subject to minimum relationship fees. For each billing period, they apply as follows. Start with the minimum annual relationship fees stated above. Prorate that amount to reflect the length of the billing period elected below (the "Prorated Minimum Relationship Fees"). Find the sum of the Account Fees (other than the Prorated Minimum Relationship Fees) and the account fees owed with respect to the Customer's other Institutional Trust & Custody division accounts that do not hold plan assets for the billing period (the "Periodic Actual Relationship Fees"). If the Periodic Actual Relationship Fees are less than the Prorated Minimum Relationship Fees, then the Account Fees for the billing period are the Account's proportionate share of the Prorated Minimum Relationship Fees (rather than the Account Fees otherwise disclosed under this Fee Schedule). That proportionate share is based on relative account balances as of the end of the billing period or over the billing period, as applicable based on the balance method elected below.

**Termination Fees.** If the Account has been open less than one year, and the Customer requests to close all the Customer's Institutional Trust & Custody division accounts that do not hold plan assets, then the Account is subject to termination fees. They apply as follows. Start with the minimum annual relationship fees stated above. Subtract Account Fees paid or charged (and account fees paid or charged with respect to the Customer's other Institutional Trust & Custody division accounts that do not hold plan assets) since the Account was opened. The Account's termination fees are the Account's proportionate share of that difference. The proportionate share is based on relative account balances as of when USBNA received the account-closure request.

**Manner of Receipt.** Account Fees will be calculated (*check one and only one*):

- ☒ Monthly.  
☐ Quarterly.

Any asset-based Account Fees will be based on (*check one and only one*): ☒ the applicable Account balance (or portion thereof) as of the end of the billing period / ☐ the average applicable Account balance (or portion thereof) over the billing period. (The asset values used in such calculation may vary from the asset values reported on an asset statement because of timing issues, such as the posting of accruals or the late-pricing of securities.) Account Fees will then be (*check one and only one*):

- ☐ Billed and invoiced to the Customer with instructions on how to remit payment. The Customer hereby acknowledges that U.S. Bank may charge such fees to the Account if the Customer has not paid the invoice within sixty (60) calendar days of receiving it.

- x Charged to the Account, with a subsequent advice to the Customer about the charges. *(This option is unavailable if the Account is a USBNA trust account and the trust's beneficiary intends to seek credit for reinsurance in respect of the trust.)*

### FUND-LEVEL FEES (PART C)

**Fund Fees.** Fund Fees, and U.S. Bank Revenue Share, are based on investment in a Fund and may vary by Fund and by class of shares or units issued by the Fund. Fund Fees are charged against the Fund's assets and reduce the Fund's average daily balance and investment yields. U.S. Bank Revenue Share is paid indirectly from the Fund Fees and is not in addition to the Fund Fees.

**Additional Investment-Related Information.** See a Mutual Fund's or UCITS's prospectus; a Private Fund's or AIF's governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as an offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement); and any Fund's fund-fact sheet, schedule of portfolio holdings, and annual report (collectively, as applicable, the "Fund-Issuer's Disclosure") for Fund details not reflected in this Fee Schedule. See, especially, sections thereof regarding fees, expenses, additional compensation, and payments to financial intermediaries.

**Total Annual Operating Expenses ("TAOE").** From time to time, a Fund's service provider may voluntarily waive a portion of the fees it is entitled to receive for serving the Fund or refund such a portion to a Fund investor. The term TAOE, as used herein, means the TAOE before waivers and refunds. If a waiver is in effect, the Customer's approval of Fund Fees and U.S. Bank Revenue Share includes approval up to the TAOE; if the service provider terminates the waiver as provided in the Fund-Issuer's Disclosure, the approval persists. In any event, the sum of the fee rates in the sub-columns of the Rate-of-Fees-Received-By column below will not necessarily equal the TAOE, because such fee rates might be estimates, the TAOE might be based on a different time period than such fee rates, or service providers unaffiliated with U.S. Bank might receive fees from the Fund.

**First American Funds.** USBAM is the investment advisor to the Mutual Funds in the First American Funds Trust and the PFM Multi-Manager Series Trust (the "First American Funds"). First American Funds issue shares in multiple classes, and their fees may vary by class. U.S. Bank may enter into agreements with First American Funds or with First American Funds' service providers (including investment advisers, administrators, transfer agents, or distributors) whereby U.S. Bank provides services to First American Funds, including, as applicable, services provided by USBAM (accounting, administration, investment advisory, shareholder services), by USBNA (custody, shareholder services), by USBFS (shareholder services, sub-accounting, sub-administration, transfer agency), and by USBI (distribution), and receives fees for these services from the Fund or the Fund's sponsor or agent. Prospectuses for First American Funds are available at <https://www.firstamericanfunds.com/index/FundPerformance/ShareholderDocuments.html>.

| Fund Name               | Ticker | Share Class | Rate Of Fees Received By (%) |       |       | TAOE (%) | TAOE After Waiver (%) |
|-------------------------|--------|-------------|------------------------------|-------|-------|----------|-----------------------|
|                         |        |             | USBAM                        | USBNA | USBFS |          |                       |
| First American Govt Obs | FGZX   | Z           | 0.01                         | 0.18  | 0.01  | 0.001    | 0.34                  |

[DRAFTING NOTE: PASTE FIRST AMERICAN FUNDS DETAIL FROM FUNDS WORKSHEET.]

**Other Mutual Funds.** U.S. Bank may enter into agreements with Mutual Funds other than First American Funds ("Other Mutual Funds") or with Other Mutual Funds' service providers (including investment advisers, administrators, transfer agents, or distributors) whereby U.S. Bank provides services to Other Mutual Funds, including, as applicable, services provided by USBNA (custody, securities lending, shareholder services, National Securities Clearing Corporation (NSCC) networking) and by USBFS (accounting, administration, transfer agency), and receives fees for these services from the Fund or the Fund's sponsor or agent. Prospectuses for Other Mutual Funds are available at <https://www.sec.gov/edgar/searchedgar/prospectus>.

| Fund Name | Ticker | Share Class | Rate Of Fees Received By (%) |                               |       | TAOE (%) |
|-----------|--------|-------------|------------------------------|-------------------------------|-------|----------|
|           |        |             | USBNA (not from NFS)         | USBNA (from NFS) <sup>1</sup> | USBFS |          |

[DRAFTING NOTE: PASTE OTHER MUTUAL FUNDS DETAIL FROM FUNDS WORKSHEET.]

1— These fees are received from National Financial Services LLC ("NFS").

**Private Funds.** U.S. Bank may enter into agreements with Private Funds or with their service providers, whereby U.S. Bank provides services to such Funds, including, as applicable, services provided by USBNA (custody) and by USBFS (accounting, administration, shareholder services, transfer agency), and receives fees for these services from the Fund or the Fund's sponsor or agent.

**UCITS and AIFs.** U.S. Bank may enter into agreements with UCITS or AIFs or with their service providers, whereby U.S. Bank provides services to such Funds, including, as applicable, services provided by DAC (depository) and USBGFS (accounting, administration, shareholder services) and receives fees for these services from the Fund or the Fund's sponsor or agent.

#### **OTHER COMPENSATION (PART D)**

**Float Income.** USBNA may hold (i) cash awaiting either investment or distribution to proper recipients or (ii) funds held for other purposes (for example, pending investment following a trade fail, because funds were received too late to be posted the same day, or pursuant to an investment direction) in a noninterest-bearing deposit account at USBNA and, thereby, earn and retain income on the float as part of its fees for servicing the Account.

**Expenses.** Expenses, fees, costs, and other charges incurred by USBNA in providing services under the Account's Governing USBNA Service Contract(s) are expenses of the Account.

**Advance of Funds.** If USBNA advances funds in furtherance of settling the redemption of Fund shares or units, then the yield, if any, paid on the shares or units that were treated as redeemed is retained by USBNA as part of its fees for servicing the Account.

**Foreign Securities or Deposits (FOR A DIRECTED ACCOUNT).** In connection with the Account's global activity, USBNA may hold cash in the form of U.S. dollars or foreign currency in a deposit account at a bank other than USBNA. For example, cash may be held as an investment or pending settlement of an FX transaction or a foreign-currency or foreign-securities purchase. Interest, if any, earned on such deposits is retained by USBNA as part of its fees for servicing the Account.

**External Insured Deposit Program (FOR A DIRECTED ACCOUNT).** If the Account participates in an insured deposit program offered by an external cash manager (the "Program Manager"), then USBNA transfers Account assets as directed under the program to and from deposit accounts at banks other than USBNA and receives fees from the Program Manager for making the transfers. The Program Manager and fee are as follows:

Program Manager's full legal name:

Program Manager's employer identification number:

\_\_\_\_\_ bps on Account assets held by USBNA in such deposit accounts

Furthermore, the Program Manager receives a portion of any interest earned on such deposits, thereby reducing the amount of interest credited to the Account. For a complete description of the Account's participation in the program, see the Program Manager's agreement with respect to the Account.

#### **CHANGES (PART E)**

USBNA may amend this Fee Schedule by delivering to the Customer an amended and restated Fee Schedule (or another written notice of the change). If the Customer does not deliver a written objection to USBNA within thirty (30) calendar days thereafter, USBNA will treat the Customer's silence as approval.

USBNA will not notify the Customer of (i) the re-investment of Account assets into a Fund not listed above which pays U.S. Bank Revenue Share or (ii) a change to a U.S. Bank Revenue Share rate listed above, except insofar as the Customer thereafter asks USBNA for an amended and restated Fee Schedule and such Fund or revised rate is reflected therein. The Customer's approval of Fund Fees and U.S. Bank Revenue Share includes approval of the Fund Fees and U.S. Bank Revenue Share that would be described in any such amended and restated Fee Schedule. As such, the Customer should request an amended and restated Fee Schedule periodically and in connection with re-investment of Account assets.

#### **APPROVAL (PART F)**

The Customer hereby acknowledges that it:

- is independent of U.S. Bank and has authority to enter into, extend, and renew contracts for the services described herein and to select the investments and approve the fees described herein.
- received, read, understands, and executed the Account's Governing USBNA Service Contract(s).
- obtained, read, and understands the Fund-Issuer's Disclosure for each Fund, including, but not limited to, the sections thereof describing fees, expenses, and compensation, and acknowledges that the purchase or sale of Fund shares or units is subject to the terms of the Fund-Issuer's Disclosure.

- expects to *(check one and only one)* ☐ cause or permit the Account to acquire foreign currency or securities and received, read, and understands the Global Fee Schedule / ☒ neither cause nor permit the Account to acquire any foreign currency or securities.
- understands and approves the services and fees described herein, including the Account Fees, the Fund Fees for each Fund, U.S. Bank Revenue Share for each Fund, and the Other Compensation.
- agrees to the process described herein for amending this Fee Schedule.
- may contact its Relationship Manager at USBNA regarding this Fee Schedule.
- FOR A DIRECTED ACCOUNT WHERE A U.S. BANK-AFFILIATED REGISTERED INVESTMENT ADVISER IS THE ACCOUNT'S INVESTMENT MANAGER OR INVESTMENT ADVISER, understands that USBNA (i) waives any securities-transfer, trade-processing, foreign-exchange, corporate-actions, class-actions, ADR-tax-services, foreign-securities-or-deposits, or external-insured-deposit-program fees described herein; (ii) waives any administration or trustee fee described herein with respect to assets invested in First American Funds or in a deposit account at USBNA; and (iii) generates an invoice to the Customer for Account Fees not waived hereunder but sends the invoice to such RIA (and not to the Customer) with instructions on how to remit payment (and, to the extent that the RIA has not paid the invoice within sixty (60) calendar days of receiving it, then USBNA charges such fees to the Account, with a subsequent advice to the Customer about the charges).
- FOR A MANAGED ACCOUNT, understands that, subject to the Account's investment guidelines, Account assets may be invested in any Fund.
- FOR AN ACCOUNT THAT PARTICIPATES IN U.S. BANK'S SMA OR UMA PROGRAM, received, read, and understands the program's fee schedule and understands that, subject to the Account's investment guidelines, Account assets may be invested according to investment advice received from, or invested in the discretion of, SMA Managers.

The Customer hereby executes this Fee Schedule.

Customer: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Customer's authorized officer)

\_\_\_\_\_  
(Printed name of Customer's authorized officer)

Its: \_\_\_\_\_  
(Title of Customer's authorized officer)

Dated: \_\_\_\_\_

Shares of registered investment companies, and units of private funds, are not deposits or obligations of, or endorsed or guaranteed in any way by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other governmental agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value. Deposit products are offered by U.S. Bank National Association, member FDIC.



**Melbourne City Council**  
**June 10, 2025**  
**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.16.                 |

**Subject:**

Items Removed From The Consent Agenda

**Background/Consideration:**



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                 |
|--------------------------------------------|-----------------|
| Department:                                | Fire Department |
| Presenter:                                 | Clark Simmons   |
| Council District:                          | N/A             |
| Reading Number:                            | N/A             |
| Quasi-judicial Item (Disclosure Required): | No              |
| Public Hearing:                            | No              |
| Item Number:                               | C.17.           |

**Subject:**

Purchase of 15 Stryker LIFEPAK 35 Cardiac Monitors

**Background/Consideration:**

The current fleet of LIFEPAK 15 monitors/defibrillators has reached the end of its service life and requires replacement to ensure reliability, safety and operational efficiency. The Stryker LIFEPAK 35 monitor/defibrillators provide advanced monitoring and defibrillation in a single device. These units are fully compatible with our existing systems and support integrated data management through Stryker's CODE-STAT platform, allowing consistent training, streamlined operations and minimal transition disruption. Replacing the aging monitors now is essential to maintaining our department's readiness and quality of patient care.

Stryker is the sole-source provider for the LIFEPAK 35 in the U.S. emergency response market and does not authorize third-party sales or distribution. This purchase includes the LIFEPAK equipment, cellular data service, and the ProCare maintenance plan (which includes parts, labor, travel, preventative maintenance, and batteries service) until 2032. The ProCare maintenance plan will reduce long-term service costs and ensure optimal performance throughout the equipment's lifecycle. This purchase also includes the trade-in of the existing 15 monitors at \$3,500/each, a total credit of \$52,500.

**Contract/Solicitation:**

This is a sole source procurement. An approved sole source form is attached. The pricing offered for all items are either less or the same, with the exception of item #5; the quoted amount is \$666.84 instead of \$644.25. The pricing is available on the National Association of State Procurement Officers national consortium contract.

**Fiscal/Budget Impact:**

Funding is available in CIP#10725 (Cardiac Monitors/Defibrillators).

**Requested Action:**

Approval of the purchase of 15 Stryker LIFEPAK 35 Cardiac Monitors with ProCare maintenance plan for the Fire Department, Stryker Emergency Care, Redmond, WA - \$1,034,658.30.



Lifepak 35 Fleet Replacement

Quote Number:

11060476

Version:

1

Prepared For:

MELBOURNE FIRE DEPT

Attn:

Quote Date:

06/05/2025

Expiration Date:

11/27/2025

Remit to:

Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep:

Kellie Smith

Email:

kellie.smith1@stryker.com

Phone Number:

| Delivery Address |                       | Sold To - Shipping |                       | Bill To Account |                       |
|------------------|-----------------------|--------------------|-----------------------|-----------------|-----------------------|
| Name:            | MELBOURNE FIRE DEPT   | Name:              | MELBOURNE FIRE DEPT   | Name:           | MELBOURNE FIRE DEPT   |
| Account #:       | 20087901              | Account #:         | 20087901              | Account #:      | 20087901              |
| Address:         | 865 W EAU GALLIE BLVD | Address:           | 865 W EAU GALLIE BLVD | Address:        | 865 W EAU GALLIE BLVD |
|                  | MELBOURNE             |                    | MELBOURNE             |                 | MELBOURNE             |
|                  | Florida 32935-5856    |                    | Florida 32935-5856    |                 | Florida 32935-5856    |

Equipment Products:

| #                | Product      | Description                                                         | Qty | Sell Price  | Total        |
|------------------|--------------|---------------------------------------------------------------------|-----|-------------|--------------|
| 1.0              | 70335-000042 | LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT | 15  | \$47,288.00 | \$709,320.00 |
| 2.0              | 11335-000001 | LIFEPAK FLEX Lithium-Ion Battery                                    | 15  | \$750.10    | \$11,251.50  |
| 3.0              | 11140-000102 | LIFEPAK FLEX Battery Charger                                        | 15  | \$2,250.30  | \$33,754.50  |
| 4.0              | 11140-000131 | AC Power Cord (North America, hospital grade)                       | 15  | \$81.01     | \$1,215.16   |
| 5.0              | 11996-000519 | LNCS-II Reusable rainbow 8-wavelength Adult Sensor                  | 15  | \$666.84    | \$10,002.58  |
| 6.0              | 11996-000456 | RD SET DCI Reusable Sensor, Adult                                   | 15  | \$313.54    | \$4,703.13   |
| 7.0              | 11996-000455 | RD SET DCI Reusable Sensor, Pediatric                               | 15  | \$313.54    | \$4,703.13   |
| 8.0              | 11160-000011 | Reusable Cuff, Infant, 8-14 cm                                      | 15  | \$23.25     | \$348.80     |
| 9.0              | 11160-000013 | Reusable Cuff, Pediatric, 13-20 cm                                  | 15  | \$26.25     | \$393.80     |
| 10.0             | 11160-000021 | Reusable Cuff, Small, Adult, 18-26 cm                               | 15  | \$30.00     | \$450.06     |
| 11.0             | 11160-000019 | Reusable Cuff, X-Large, Adult, 35-44 cm                             | 15  | \$51.76     | \$776.35     |
| 12.0             | 11111-000041 | LIFEPAK 3-wire extended precordial ECG cable                        | 15  | \$90.01     | \$1,350.18   |
| 13.0             | 11335-000008 | LIFEPAK 35 Storage Bag Kit                                          | 15  | \$450.06    | \$6,750.90   |
| 14.0             | 11335-000005 | LIFEPAK Printer Kit                                                 | 15  | \$2,250.30  | \$33,754.50  |
| 15.0             | 11260-000073 | Shoulder Strap                                                      | 15  | \$56.26     | \$843.86     |
| Equipment Total: |              |                                                                     |     |             | \$819,618.30 |



Lifepak 35 Fleet Replacement

Quote Number:11060476

Version:1

Prepared For:MELBOURNE FIRE DEPT

Attn:

Quote Date:06/05/2025

Expiration Date:11/27/2025

Remit to:Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Rep:Kellie Smith

Email:kellie.smith1@stryker.com

Phone Number:

Trade In Credit:

| Product        | Description               | Qty | Credit Ea.  | Total Credit |
|----------------|---------------------------|-----|-------------|--------------|
| TR-LP15V2-LP35 | TRADE IN LP15 V2 FOR LP35 | 15  | -\$3,500.00 | -\$52,500.00 |

ProCare Products:

| #    | Product           | Description                                                                       | Qty | Sell Price  | Total        |
|------|-------------------|-----------------------------------------------------------------------------------|-----|-------------|--------------|
| 16.1 | LIFEPAK35-FLD-PRO | Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT | 15  | \$16,786.00 | \$251,790.00 |

√ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service

ProCare Total: \$251,790.00

Data Solutions:

| #    | Product      | Description                           | Qty | Sell Price | Total       |
|------|--------------|---------------------------------------|-----|------------|-------------|
| 18.0 | 11150-000020 | LIFEPAK Cellular Modem, North America | 15  | \$1,050.00 | \$15,750.00 |

Data Solutions Total: \$15,750.00

Price Totals:

Estimated Sales Tax (0.000%):\$0.00

Freight/Shipping:\$0.00

Grand Total:\$1,034,658.30

Comments:

ProCare service includes 1 year of manufacture warranty and 7 years of procare service.

Prices: In effect for 30 days



Lifepak 35 Fleet Replacement

|                  |                     |               |                                                                           |
|------------------|---------------------|---------------|---------------------------------------------------------------------------|
| Quote Number:    | 11060476            | Remit to:     | Stryker Sales, LLC<br>21343 NETWORK PLACE<br>CHICAGO IL 60673-1213<br>USA |
| Version:         | 1                   | Rep:          | Kellie Smith                                                              |
| Prepared For:    | MELBOURNE FIRE DEPT | Email:        | kellie.smith1@stryker.com                                                 |
| Attn:            |                     | Phone Number: |                                                                           |
| Quote Date:      | 06/05/2025          |               |                                                                           |
| Expiration Date: | 11/27/2025          |               |                                                                           |

Terms: Net 30 Days

**Terms and Conditions:**  
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker’s prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New HeartSine® samaritan PAD automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

# SOLE/SINGLE SOURCE REQUEST FORM

|                              |                                   |
|------------------------------|-----------------------------------|
| DATE:                        | May 21, 2025                      |
| TO:                          | Gregory Bunn, Procurement Manager |
| THRU:                        | Chuck Bogle, Fire Chief           |
| FROM:                        | Philip Leitz, EMS Chief           |
| Product/Service Description: | Stryker LIFEPAK 35                |

## 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

|                                    |                |                                             |                                                                            |                     |
|------------------------------------|----------------|---------------------------------------------|----------------------------------------------------------------------------|---------------------|
| <b>Order must be placed by:</b>    |                | <b>Product/Service needed by:</b>           |                                                                            | Melbourne Fire Dept |
| <b>Proposed Vendor:</b>            |                | Stryker                                     |                                                                            |                     |
| <b>Address:</b>                    |                | 21343 Network Place, Chicago, IL 60673-1213 |                                                                            |                     |
| <b>Brand:</b>                      | Stryker        | <b>Product #:</b>                           | 70335-000042                                                               |                     |
| <b>Estimated Cost of Purchase:</b> | \$1,034,658.30 | <b>Account to be charged:</b>               | TBD – Funding approved during the 2 <sup>nd</sup> Quarter Budget Amendment |                     |

**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:

LIFEPAK 35 monitor/defibrillator is the only product that meets our clinical and operational needs in emergency response environments. It integrates advanced monitoring and defibrillation capabilities into one device, ensuring seamless performance during high-stress incidents. The LIFEPAK 35 is compatible with our existing Stryker systems and accessories. In addition, all surrounding agencies also use LIFEPAK 35 allowing us to share patient information via the devices.

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):

Stryker is the sole source provider for the LIFEPAK 35 monitor/defibrillator in the U.S. emergency response services market. According to the attached letter from Stryker, they do not authorize third parties to sell this product.

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: \$

Purchasing the LIFEPAK 35 obligates us to Stryker for ongoing maintenance, repair and future equipment compatibility. Due to proprietary software and hardware, all future upgrades, accessories and support must come from Stryker or be Stryker-approved. The estimated annual expenditure for parts, labor, travel, preventative maintenance and battery service (ProCare Products) is provided within the quote and covered until 2/3/2032.

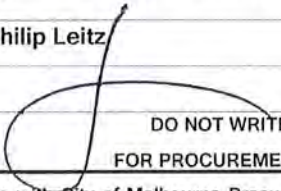
Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

Market research revealed that no alternative suppliers are authorized to distribute or service the LIFEPAK 35. Competitor products lack the full integration with our current systems and do not offer compatibility with our existing infrastructure. Attempts to source from third parties were invalidated due to lack of Stryker authorization.

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

Failure to approve this purchase would hinder our ability to deliver consistent, high-quality emergency care. It would introduce equipment incompatibility, increase training burdens and disrupt workflows. Financially, non-standardization would lead to higher maintenance and support costs over time.

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): | Philip Leitz                                                                        | Date: | 5/21/2025 |
| Dept. Head Signature: |  | Date: | 5/21/2025 |

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

5/23/25

DISAPPROVED: \_\_\_\_\_ If not approved state reason below:



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                          |
|--------------------------------------------|--------------------------|
| Department:                                | Public Works & Utilities |
| Presenter:                                 | Jennifer Spagnoli        |
| Council District:                          | N/A                      |
| Reading Number:                            | 1                        |
| Quasi-judicial Item (Disclosure Required): | No                       |
| Public Hearing:                            | No                       |
| Item Number:                               | C.18.                    |

**Subject:**

Revisions to the duties and composition of the Beautification and Energy Efficiency Board (BEEB).

**Background/Consideration:**

The Beautification and Energy Efficiency Board (BEEB) was established in 2017 with the approval of Ordinance No. 2017-49. The board's duties, as outlined in City Code, Section 2-207, include development of an environmental sustainability plan for city operations with a goal of achieving 100% clean energy by 2035.

The board serves in an advisory capacity to the City Council and the BEEB is seeking to change the goals set forth in City Code Section 2-207 (a) and (a)(1). One of the current goals of the Ordinance 2017-49 and City Council Policy is for City operations to be powered by 100% clean energy by 2035. Based on current projections, the BEEB recommends extending the time to achieve 100% clean energy from 2035 to 2045. The BEEB also recommends adding examples of renewable energy in Sec. 2-207 (a), which are underlined in the memo.

Additionally, the proposed ordinance provides for a revision to the composition of the BEEB, changing the requirement of having at least two business owners on the board. The board will still encourage business owners to apply; however, attempts at recruiting interested volunteers with this restriction has been difficult. Relaxing this requirement will provide a better opportunity for all the seats on the board to be filled.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Approval of Ordinance No. 2025-29.

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO THE BEAUTIFICATION AND ENERGY EFFICIENCY BOARD; MAKING FINDINGS; AMENDING CHAPTER 2 OF THE CITY CODE, ENTITLED "ADMINISTRATION"; AMENDING SECTION 2-203, COMPOSITION; SECTION 2-207, DUTIES AND PURPOSE; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, Ordinance No. 2017-49 provided for the creation of the Beautification and Energy Efficiency Board (BEEB); and

WHEREAS, the purpose of the BEEB is to identify and make recommendations to the City Council regarding renewable energy initiatives, beautification, environmental protection and enhancement of the city; and

WHEREAS, as part of this purpose, the BEEB is tasked with developing an environmental sustainability plan for city operations with a goal of achieving 100% clean energy by 2035; and

WHEREAS, the BEEB has determined that substantial commitments by the city would be needed to achieve this goal; and

WHEREAS, based on current projections, it is the opinion of the BEEB that the timeline to achieve 100% clean energy in city operations be extended to 2045; and

WHEREAS, currently, the City Code requires that at least two of the members of the BEEB be business owners; and

WHEREAS, there has been increasing difficulty recruiting interested persons to serve on the BEEB, and it would serve the board's interest to loosen the requirement to encourage, rather than require, business owners to be appointed to the board; and

WHEREAS, the proposed ordinance amends the goal year from 2035 to 2045, amends City Code to reference additional examples of "renewable energy," and revises the requirement that at least two members of the board must be business owners; and

WHEREAS, at its May 16, 2025 meeting, the BEEB voted unanimously to recommend changes to the City Code.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the foregoing recitals are hereby incorporated herein as findings supporting adoption of this ordinance.

SECTION 2. That Section 2-203 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 2-203. Composition.

(a) The beautification and energy efficiency board shall consist of five regular members and two alternate members appointed by the city council. At least two of the regular or alternate members ~~must~~ are encouraged to be business owners. To the greatest extent possible, members shall have the following backgrounds: economic development or business; environmental protection, natural resources management, or sustainability practices; social services or community health; urban planning or transportation planning; education; environmental law; science; horticulture; marine industry; or retired military personnel.

\* \* \* \*

SECTION 3. That Section 2-207 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 2-207. Duties and purpose.

(a) The beautification and energy efficiency board shall identify and make recommendations to the city council concerning affordable strategies associated with conservation, renewable energy (i.e., solar, hydrogen, nuclear gas, biofuels, recycled natural gases, waste to energy conversion) and energy efficiency. Duties of the board shall include:

- (1) Develop an environmental sustainability plan for city operations with a goal of achieving 100 percent clean energy by ~~2035~~ 2045 in city operations.

\* \* \* \*

SECTION 4. Severability and Interpretation.

(a) That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase,

clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

(b) That in interpreting this ordinance, underlined words indicate additions to existing text and ~~stricken words~~ indicate deletions from existing text. Asterisks (\* \* \*) indicate an omission from the ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

SECTION 5. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 6. That this ordinance was passed on first reading at a regular meeting of the City Council on the            day of            , 2025, and adopted on the second and final reading at a regular meeting of the City Council on the            day of            , 2025.

BY: \_\_\_\_\_  
Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_  
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-29

## **Business Impact Estimate**

**To:** Mayor and Council  
**From:** Jennifer Spagnoli, Public Works & Utilities Director  
**Date:** May 29, 2025  
**Re:** Ordinance No. 2025-XX – Beautification and Energy Efficiency Board

---

### **Summary of the Proposed Ordinance**

The proposed ordinance revises the requirements to serve on the City of Melbourne Beautification and Energy Efficiency Board (BEEB) and further revises the duties and purpose of the BEEB, in furtherance of the public interest.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes, and may be revised following its initial publication and prior to adoption of the proposed ordinance.

### **Estimate of Direct Economic Impact of the Proposed Ordinance on Private, For-Profit Businesses**

The proposed ordinance is primarily focused on energy efficiency for City operations, and is not anticipated to have a direct economic impact on private, for-profit businesses. There are no direct compliance costs associated with this proposed ordinance. There are no new charges or fees on businesses proposed in this ordinance. There are no new regulatory costs from this proposed ordinance.

### **Good Faith Estimate of Number of Businesses Likely to Be Impacted by the Proposed Ordinance**

None

May 20, 2025

To: Jenni Lamb, City Manager, City of Melbourne

From: Dr. Randall W. Parkinson, Chairperson  
Melbourne Beautification and Energy Efficiency Board (BEEB)

RE: Revisiting the duties and purpose of the Beautification and Energy Efficiency Board

Much of the focus of the Beautification and Energy Efficiency Board (BEEB) over the last six years has been on the goal of achieving 100% clean energy by 2035 in city operations, as described in City Code Chapter 2, Article IV, Division 3, Sec. 2-207 and established by Ordinance no. 2017-49 (Attachment A). Based on assessments to date and lengthy discussions, BEEB concludes that the goal of achieving 100% clean energy in city operations by 2035 is unrealistic.

The BEEB recommends Melbourne City Council:

1. *Extend the time to achieve 100% clean energy from 2035 to 2045.*

*Rationale:* Nearly all energy used in the City of Melbourne is in the form of electricity to support building operations or fossil fuels to power vehicles. Using the most optimal estimates for reaching future goals:

- a. Electricity generation may reach 83% of the renewable energy goal by 2035. (Attachment B)
  - b. Vehicle fuel usage may reach 25% of the renewable energy goal by 2035. (Attachment C)
2. *BEEB also recommends examples of renewable energy (underlined text) be added to City Code Chapter 2, Article IV, Division 3, Sec. 2-207 a):*  
The beautification and energy efficiency board shall identify and make recommendations to the city council concerning affordable strategies associated with conservation, renewable energy (i.e., solar, hydrogen, nuclear, natural gas, biofuels, recycled natural gases, waste to energy conversion) and energy efficiency.

*Rationale:* Clarification is warranted as an addition so that the definition of renewable energy aligns with FPL's Solar Together Program, of which the city is a participant.

## **ATTACHMENT A - Ord. No. 2017-49**

Melbourne City Council established the Beautification and Energy Efficiency Board April 24, 2018 (Ord. No. 2017-49\*\*) with the duties listed below:

### **Sec. 2-207. - Duties and purpose.**

- a) The beautification and energy efficiency board shall identify and make recommendations to the city council concerning affordable strategies associated with conservation, renewable energy, and energy efficiency. Duties of the board shall include:
  - (1) Develop an environmental sustainability plan for city operations with a goal of achieving 100 percent clean energy by 2035 in city operations.
  - (2) Develop an assessment plan to track activities and implementation of the city's environmental sustainability plan. Provide an annual report to the city council on activities and implementation of the plan.
  - (3) Review ordinances and policies that have an environmental impact on the city and make recommendations to city council. Such topics may include standards for recycling, environmental standards, preservation and landscape design, and floodplain management.
- b) Initiatives of the board may include:
  - (1) Research, identify, and recommend to the public affordable strategies associated with conservation, renewable energy, and energy efficiency.
  - (2) Research and recommend to the public financial initiatives and resources that are available to offset costs associated with renewable energy initiatives.
  - (3) Recognize the efforts of others who contribute to the beautification, environmental protection, and enhancement of the city.
- c) The board shall perform such additional duties and services as may from time to time be assigned by the city council.

**ATTACHMENT B - Future Electrical Energy Assumptions**  
(Dr. John Windsor 1/10/2025)

Recently BEEB has been discussing how to better report progress on Melbourne achieving energy sustainability goals to the City Manager, City Council, and citizens of Melbourne. Assumptions for electrical energy tracking are shown below.

Assumption 1: Table 1 below shows FPL milestones for future renewable electricity generation. Let's assume for the purposes of these calculations that by 2035, FPL will be generating 83% of their electricity using non-fossil fuel sources. (This assumption may overly optimistic given that the milestone shown for 2025 are down to 35% dependent on fossil fuel, about half of 2023.)

Assumption 2: Electricity used by Melbourne and that is not covered by the Solar Together program, can assumed to be tracked using the same milestones below. So, whether the electrical generation is covered by Solar Together, or not, the FPL 2035 milestone is still 83% non-fossil fuel sources for electrical generation.

**Table 1. FPL Electricity Generation Milestones by  
Fuel Type (NEXtera Energy)**

| <b>CY</b>    | <b>Renewables<br/>%</b> | <b>Nuclear<br/>%</b> | <b>Fossil<br/>%</b> |
|--------------|-------------------------|----------------------|---------------------|
| <b>2017</b>  | 3.4                     | 23.4                 | 73.2                |
| <b>2018</b>  | 4.2                     | 22.6                 | 73.2                |
| <b>2019</b>  | 4.4                     | 22.0                 | 73.6                |
| <b>2020</b>  | 4.7                     | 22.5                 | 72.8                |
| <b>2021</b>  | 4.8                     | 22.6                 | 72.6                |
| <b>2022</b>  | 8.5                     | 20.1                 | 71.4                |
| <b>2023</b>  | 11.7                    | 20.4                 | 67.9                |
| <b>2025*</b> | 46.0                    | 19.0                 | 35.0                |
| <b>2030*</b> | 62.0                    | 15.0                 | 23.0                |
| <b>2035*</b> | 71.0                    | 12.0                 | 17.0                |
| <b>2040*</b> | 80.0                    | 12.0                 | 8.0                 |
| <b>2045*</b> | 89.0                    | 11.0                 | <1                  |

**\*decarbonization milestones from NEXtera Energy  
(FPL)**

**ATTACHMENT C – Future Vehicle Fossil Fuel Energy Assumptions**  
(Dr. John Windsor 1/10/2025)

In 2021-2022, Melbourne had about 400 vehicles in the motor pool, 2 of which were either hybrid or EV. The city began a process of replacing some vehicles with hybrid or EV. More recently the city has decided that hybrids are more desirable than EV and began a plan to acquire more hybrid vehicles. To estimate future fossil fuel savings, a few simplistic, and perhaps overly optimistic, assumptions are listed below.

By 2035:

- All city vehicles will be hybrids.
- A small percentage of electrical vehicles will be in the fleet.
- Fuel efficiency will increase by 33% (based on current EPA estimates) across fleet.
- Technology does not significantly improve hybrid vehicle performance.
- Vehicle miles driven and number of vehicles remain the same

Based on the above, by 2035, Melbourne will have increased vehicle mpg by 33%. This equates to a 25% reduction in fossil fuel consumption, suggesting that Melbourne will have achieved 25% of the Melbourne clean energy goal, not 100%.



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                       |
|--------------------------------------------|-----------------------|
| Department:                                | Community Development |
| Presenter:                                 | Abby Johnson          |
| Council District:                          | N/A                   |
| Reading Number:                            | N/A                   |
| Quasi-judicial Item (Disclosure Required): | No                    |
| Public Hearing:                            | Yes                   |
| Item Number:                               | C.19.                 |

**Subject:**

Citizen Participation Plan (CPP) Revisions

**Background/Consideration:**

The Citizen Participation Plan (CPP) is a federally required document under the Community Development Block Grant (CDBG) program. It outlines the City's policies and procedures for encouraging and facilitating citizen involvement in the planning, implementation, and assessment of the Consolidated Plan. This includes the Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and any Substantial Amendments.

The CPP was originally adopted on February 14, 1995, and the last update was approved by City Council on June 9, 2020. A recent review of the CPP determined that technical and clarifying changes were necessary, warranting a formal amendment to the plan.

The overall CPP has been reformatted with several new and enhanced sections, including; Section III Policy & Procedure, Section VI References and Section VII Resources. These additions help to better align the CPP with the CDBG Program. New guidelines within Section III were added regarding "Complaints and Grievances" and "Application and Review Process". New tables were also added: 1.0 - CPP History; 2.0 - Public Comment & Meetings; and 3.0 CPP Implementation Steps.

The Citizens' Advisory Board (CAB) reviewed and recommended approval of the proposed revised CPP at its May 5, 2025, meeting. A public notice was published in the Florida Today newspaper on May 8, 2025, announcing a 30-day comment period with the final public hearing scheduled for June 10, 2025. No public comments have been received to date.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Approval of the revisions to the City of Melbourne Citizen Participation Plan.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Cindy Dittmer, Community Development Director, AICP  
**From:** Abby Johnson, Housing and Urban Improvement Manager  
**Date:** May 29, 2025  
**Re:** **Proposed Revisions to the Citizen Participation Plan (CPP)**

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### Overview

Approval is requested for the revised Citizen Participation Plan (CPP), a federally required document under the Community Development Block Grant (CDBG) program. The CPP outlines how the City encourages and facilitates citizen involvement in the planning, implementation, and assessment of the Consolidated Plan, which includes the annual Action Plan, Consolidated Annual Performance and Evaluation Report, and amendments.

### Background

The CPP was originally adopted on February 14, 1995, and last updated on June 9, 2020. A recent review of the CPP determined that technical and clarifying changes were needed, warranting a formal amendment. As required, the Citizens' Advisory Board (CAB) reviewed and recommended approval of the revised CPP at its May 5, 2025, meeting.

### Summary of Key Revisions

The Policy & Procedures section has been updated to describe: the standard method to notice the availability of funding; the new requirements for technical assistance for new applicants or organizations that previously withdrew from funded activities as a condition of funding; the updated threshold review, funding evaluation committee ranking and CAB ranking process; and the award and reallocation process for activities in approved Action Plans eliminating the need for frequent substantial amendments.

Other updates include: new language to align with the City's CDBG program; three new Tables (1.0 CPP History, 2.0 Public Comment & Meetings, and 3.0 CPP Implementation Steps); new sections VI References and VII Resources; and an expanded Section III enhancing the Applicant Review Process, along with the Complaints & Grievances.

### Public Participation / Public Hearing

A public notice was published in Florida Today on May 8, 2025, announcing a 30-day comment period and the final public hearing is scheduled for June 10, 2025. No public comments have been received to date.

**Recommendation**

Approval of the revisions to the City of Melbourne Citizen Participation Plan.



# **CITIZEN PARTICIPATION PLAN**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**Melbourne, FL**

**June 2025**

Federal funds provided by the  
U.S. Department of Housing & Urban Development  
Office of Community Planning & Development

(This version supersedes prior versions of the Citizen Participation Plan)

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## I. INTRODUCTION

The City of Melbourne's Citizen Participation Plan (CPP) outlines how residents can take part in developing activities funded by the Community Development Block Grant (CDBG) program. It ensures that citizens receive advance notice of public meetings and have opportunities to provide meaningful input on proposed activities included in the City's application to HUD. By sharing their needs, residents play a key role in shaping plans to improve their community. Input from low- and moderate-income citizens is especially valuable, as they benefit most from CDBG-funded projects. Eligible activities, as authorized by the U.S. Department of Housing & Urban Development (HUD), include affordable housing, rental housing, redevelopment, economic development, homelessness support, public services, and infrastructure improvements. The CPP must be written and then adopted by the City of Melbourne City Council. After public input, the Melbourne City Council makes the final decision on approving and funding selected activities.

This CPP outlines the City's strategy for ensuring and promoting citizen participation in the development, revision, amendment, adoption, and implementation of the following:

- Five-Year Consolidated Plan for HUD Housing & Community Development (Con Plan)
- Annual Action Plan (AAP)
- Consolidated Annual Performance and Evaluation Report (CAPER)
- Brevard Consortium Affordable Fair Housing (AFH draft)
- Amendments to the CPP
- Amendments to the Con Plan or AAP
- Neighborhood Stabilization Program (NSP) (1 & 3) Applications
- Section 108 Guaranteed Loan Application
- Additional grants, as required by law

### Purpose of the Citizen Participation Plan

The City of Melbourne is a recipient of federal funds, and as prescribed by the Code of Federal Regulations Chapter 24 Part 91, the City must develop a CPP. The City of Melbourne is required to certify that it has developed and is acting in compliance with a CPP which:

- Promotes and facilitates citizen participation, including residents, public agencies, and other interested parties. The CPP prioritizes the involvement of low- and moderate-income individuals residing in designated target areas where CDBG funds are intended to be used. Additionally, it encourages participation from all residents, with a particular focus on those from Melbourne's predominantly low- and moderate-income neighborhoods, minorities, non-English speakers, and individuals with disabilities;
- Provides for consultation between the City and public housing authorities in order to encourage participation by residents of public and assisted housing developments in the

process of developing and implementing the Con-Plan and the Comprehensive Grant Program;

- Provides for adequate and appropriate information regarding the Con-Plan to be furnished to citizens, public agencies, and other interested parties;
- Provides for reasonable and timely access to records and information relating to the Con-Plan, prior years' AAP, and CAPER;
- Provides for technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals, with the level and type of assistance to be determined by the City;
- Provides for public hearings to be held to obtain citizens' views on housing and community development needs, including priority non-housing community development needs, and for citizens to respond to proposals relative to the selection of funded activities before the Con-Plan is adopted. At least one (1) public hearing shall be held to review program performance;
- Provides for adequate notice of public hearing to be scheduled at times and locations convenient to potential or actual beneficiaries and with accommodations for persons with disabilities and groups of non-English speaking persons;
- Provides for consideration of written and oral comments and views from citizens and procedures for handling citizens' complaints;
- Provides for the specifications of criteria the City will use to determine what constitutes a substantial change in the City's planned or actual activities requiring substantial amendment of the Con-Plan and a procedure for notification and comment on proposed substantial amendments by the public;
- Establishes policies for managing recaptured or uncommitted funds each fiscal year and outlines procedures for adding, removing, or significantly modifying activities in the City's HUD application;
- Defines criteria for reallocating funds to ensure efficient use of resources;
- Specifies the process for public notification and input on significant changes to HUD-funded activities.

### Regulatory Requirements of the Citizen Participation Plan

- The CPP is required by Section 104 (a)(2) of the Housing & Community Development Act and by regulations at 24 CFR Part 91. All jurisdictions receiving HUD formula grant funds must develop a Con-Plan, which serves as a strategic guide for using these funds for

housing and community development. Each jurisdiction must follow the citizen participation policies and procedures outlined in its CPP.

- Melbourne receives HUD Office of Community Planning & Development entitlement funds, including CDBG, the HOME Program, the Section 108 Loan Guarantee Program, and other federal grants as applicable. The City must certify that it has developed, updated, and complies with its adopted CPP.

### Adoption & Revision History of Citizen Participation Plan

- After the City of Melbourne City Council approves the amended CPP, it shall be effective until it is amended or replaced. The CPP is in compliance with Section 104 (a)(3) of the Housing & Community Development Act and regulation 24 CFR 91.

Table 1.0 – Citizen Participation Plan Revision History

| Version | Adoption Date                     | Initial / Amendments / Updates                                                                                                                          |
|---------|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.0     | February 14, 1995                 | Initial CPP was adopted by City Council. On February 6, 1995, HUD began requiring jurisdictions to adopt a CPP.                                         |
| 2.0     | August 7, 2006                    | CPP was amended to add a provision for non-English speaking persons and persons with disabilities to be encouraged to participate. Approved by the CAB. |
| 3.0     | June 11, 2011                     | CPP was amended to add the Section 108 Loan Program citizen participation requirements. Approved by the CAB                                             |
| 4.0     | June 9, 2020                      | CPP was amended to add a provision for citizen participation during a disaster or emergency. Approved by City Council.                                  |
| 5.0     | Pending Adoption<br>June 10, 2025 | CPP was amended to add a “Policy & Procedure” section, plus overall language and formatting updates. Approved by City Council.                          |

## II. ENCOURAGEMENT OF CITIZEN PARTICIPATION

The City will encourage citizen participation through the following avenues and strategies:

### Citizens' Advisory Board

- In accordance with Section 2-120 of the City Code, the seven-member Citizens' Advisory Board (CAB) appointed by the City Council will be the primary mechanism for ensuring continuous citizen involvement and input in planning, implementation, and evaluation phases of federal housing and community development programs administered by the City. Board membership consists of persons from different racial/ethnic backgrounds and various income levels and neighborhoods throughout the City, including low-income

persons and residents of CDBG target areas. City Council will ensure representation of low-income citizens and minorities in Board appointments.

### Melbourne Housing Authority & Brevard County Housing Authority

- Citizen participation will also be encouraged through consultation with agencies and organizations representing or serving the needs of low- and moderate-income persons, including persons with disabilities, throughout Melbourne. Collaborations with the Melbourne Housing Authority and the Brevard County Housing Authority on housing activities and unit development plans play an important role in the Con-Plan. Minimally, the City will confer with officials from these agencies to solicit input regarding housing and non-housing priority needs.

### Citizen's Comments

- Comments and proposals regarding the program are encouraged and should be submitted by citizens directly to the City of Melbourne during the planning period prior to public hearings or in response to publication of the Con-Plan, substantial plan amendments, or performance report. Any comments or views of citizens received in writing or orally at public hearings in response to the preparation of the Con-Plan, substantial plan amendments, or the CAPER as proposed, shall be considered by the City prior to the adoption of the particular document and attached.
- The City reaches out to all residents annually, with a survey that solicits input regarding community needs, particularly income-eligible clientele. The survey is available online, through social media outreach, on the customer utility bills issued by the City, with a link to the survey, and is announced at CAB meetings.

### Location of Public Meetings & Publications

- The scheduling of public meetings at strategic locations throughout the City to attract citizens and groups most likely to be directly affected by these programs is another strategy the City will use to encourage broad-based citizen involvement. Any public meeting may be designated as a public hearing to ensure compliance with 24 CFR 91.105.
- Draft publications can be found in public libraries throughout the City of Melbourne.

## III. POLICIES & PROCEDURES

The City will follow the standard policies & procedures outlined below for administering all entitlement funding.

### Notice of Funding Availability

The City will publish a Notice of Public Meeting and a Notice of Funding Availability in a local newspaper with general circulation, on the City's website, and on other social media platforms.

Additionally, individuals and organizations on the Interested Parties List will be notified directly of funding opportunities. Key information about the funding process includes:

- Organizations proposing activities that benefit Melbourne's low- to moderate-income residents and seeking funding to support their activities are encouraged to apply.
- Before the funding cycle begins, interested parties will receive guidance on activity eligibility, organizational capacity expectations, and the anticipated amount of CDBG funds available.
- Technical assistance is required for new applicants or applicants previously awarded funding who had to withdraw.

### Application & Review Process

All applications for public service, infrastructure, and housing improvement activities benefiting low- to moderate-income persons must be complete and meet specific requirements. The Housing & Urban Improvement Division staff will conduct a threshold review to ensure that:

- The application is complete, including all required documents.
- The funding request falls within the specified minimum and maximum limits.
- The requested funding amount is feasible for the proposed project.
- Performance measurements (goals, inputs, activities, outputs, and outcomes) are clearly defined.

Once applications pass the threshold review, the Funding Recommendation Committee will evaluate and rank them in a public meeting. The CAB will then review recommendations and discuss funding allocations before forwarding recommendations to the City Council for final approval.

### Award & Fund Reallocation

Organizations awarded funding that are unable to successfully implement their proposed activity may withdraw or have their funding agreement terminated.

Any recaptured or uncommitted funds from a given fiscal year may be awarded to an organization that met all threshold requirements but was not initially funded due to limited resources. These funds will be reallocated based on the next highest-ranked application.

If all eligible public service activities have been fully funded, any remaining funds will be reallocated to:

1. The next highest-ranked eligible activity in the current AAP.
2. The next highest-ranked activity in the current Con-Plan.

With the approval of the CAB, staff may recommend reallocating funds to the most cost-effective activity that directly benefits the community. If funds remain uncommitted, the City may issue a new Notice of Funding Availability to solicit additional proposals.

## Technical Assistance

To facilitate citizen participation, the City, through the Housing & Urban Improvement Division, shall provide technical assistance to the following:

- Citizens and organizations, so that they may adequately participate in planning, implementing, and evaluating the program.
- Groups that are representative of low- and moderate-income persons and residents of blighted neighborhoods, which request assistance in developing proposals.

## Information to be Provided

The City of Melbourne shall provide full public access to program information and make appropriate information available to citizens, especially to those of low- and moderate-income, and to those living in lower-income or blighted areas.

Before the City adopts a Con-Plan, it will make available to citizens, public agencies, and other interested parties the following information:

- Goals and objectives of the City's Community Planning & Development program;
- The amount of federal entitlement funds the City expects to receive, including grant funds and program income, and the range of activities that may be undertaken;
- The estimated amount of federal funds that will benefit persons of very low- and low-income;
- Community Development and Housing needs;
- Proposed activities and amounts requested for the project(s);
- Plans to minimize the displacement of persons and to assist any persons displaced as a result of funded activities in accordance with the City's Residential Anti-Displacement & Relocation Plan.

The City shall publish a summary of the proposed Con-Plan, describing its content and purpose and locations where the entire document may be examined, in a newspaper of general circulation prior to the Plan's adoption. A thirty (30) day comment period for citizens to respond shall be provided following publication. Any comments or views of citizens received in writing in response to the Con-Plan as proposed shall be considered by the City prior to the adoption of the final Con-Plan. A summary of such comments shall be submitted to HUD.

The City will review its program performance annually and submit a CAPER to HUD within ninety (90) days of the end of each program year. The City shall make the CAPER available for public comment. The comment period during which citizens may respond in writing shall be no less than fifteen (15) days. The CAPER with comments attached shall be reviewed and submitted to the Citizens' Advisory Board prior to submission to HUD.

In the event the City decides to substantially amend the approved Con-Plan, the City shall publish a notice in a newspaper of general circulation advising citizens of the proposed substantial amendments, the hearing date, time and location as well as provide for a thirty (30) day comment period during which citizens may respond in writing. The substantial amendments, along with a summary of comments attached, shall be reviewed and submitted to the City Council prior to submission to HUD.

To streamline the allocation process and minimize delays in accessing grant funds, HUD may issue notices, waivers, award letters, or other communications allowing adjustments to public outreach and communication methods based on the situation. Regardless of the circumstances, the City will adhere to HUD's minimum citizen participation requirements.

Upon adoption of a Con-Plan, substantial amendment of CDBG funds, CAPER, or substantial amendment to the CPP, the City shall make the documents available for review by the public at the Community Development Department office at 900 East Strawbridge Avenue. Written or electronic copies of the documents will be provided upon request.

### Access to Records

The City of Melbourne shall make available all documents relevant to the program at the Community Development Department office at 900 East Strawbridge Avenue. Such documents shall include the following:

- Copies of public hearing notices and approved CAB minutes.
- All key documents for the five (5) most recent years, including letters of approval, grant agreements, the CPP, the Con-Plan, CAPERs, and other reports required by HUD.
- Copies of regulations and issuances governing the program.
- Documents regarding other important program requirements, such as contracting procedures, environmental policies, fair housing and other equal opportunity requirements, relocation and anti-displacement provisions, and the intergovernmental review process.

### Complaints

Any written complaints submitted by a citizen and received by the City shall be reviewed by the Housing & Urban Improvement Manager, who shall respond in writing within fifteen (15) days of receipt whenever possible. The City will assist citizens who need help drafting a written objection or grievance. At any time, citizens may contact HUD directly at the following address:

U.S. Department of Housing & Urban Development  
 Jacksonville Field Office, Office of Community Planning & Development  
 Charles Bennett Federal Building  
 400 West Bay Street, Suite 1015  
 Jacksonville, FL 32202-4410  
 (904) 232-1777 (Main Office)

## Public Hearings & Documentation

The City shall hold at least one (1) public hearing prior to publication of the Con-Plan in order to:

- Obtain the views of groups and citizens on housing and community development needs, including priority non-housing community development needs;
- Develop proposed activities, including proposals from citizens or groups for funding of specific Public Service activities; and
- Receive citizen comments on proposals for activity funding.

Public Hearings will be advertised in a local newspaper of general circulation at least thirty (30) days prior to the scheduled date of the hearing. Notice of the hearings will also be posted on the City's website and other social media platforms, in community centers and recreational facilities throughout the City. The notice shall indicate the purpose of the hearing, date, time, and location of the hearing. Hearings shall be held at convenient times and locations and shall make possible the participation of persons with disabilities.

An additional public hearing for the CAPER shall be held at the end of the program year in order for citizens to review and comment on program performance. At least fifteen (15) days prior to the public hearing, the City shall publish a notice in a newspaper of general circulation advising citizens of the purpose of the hearing and the date, time, and location of the hearing.

In the event a significant number of non-English speaking residents are expected to participate in a public hearing on the Con-Plan, CAPER, CPP, or other required guiding documents, the City may make arrangements for a suitable method of communication (e.g., interpretation services or translated materials), provided a request is made at least three (3) working days prior to the hearing. The determination of a "significant number" will be based on factors such as past participation rates, known demographic information, or expected interest from non-English speakers in the upcoming hearing. This decision will be made at the discretion of the City staff, taking into account the likely level of participation.

The City shall document the notifications and results of public hearings through a copy of the advertisement/notice, minutes of the public hearing, and a list of attendees. The City shall include notices and an Affidavit of Publication from the newspaper in its application to HUD.

**Table 2.0 – Citizen Participation Plan Public Comment Period & Meetings**

| <b>Document</b>                                       | <b>Public Comment Period</b> | <b>Public Community Meetings</b> |
|-------------------------------------------------------|------------------------------|----------------------------------|
| CARES Act COVID-19                                    | 5 calendar days              | 1 public meeting                 |
| Citizen Participation Plan                            | 30 calendar days             | 1 public meeting                 |
| Consolidated Annual Performance and Evaluation Report | 15 calendar days             | 1 public meeting                 |

|                                                                      |                  |                                        |
|----------------------------------------------------------------------|------------------|----------------------------------------|
| Consolidated Plan and Annual Action Plan                             | 30 calendar days | 1 community meeting & 1 public meeting |
| Brevard County Affirmatively Furthering Fair Housing Home Consortium | 30 calendar days | 1 public meeting                       |
| Neighborhood Stabilization Program (NSP1 & NSP3) Application         | 15 calendar days | 1 public meeting                       |
| Section 108 Loan Application                                         | 30 calendar days | 2 public meetings                      |
| Substantial Amendment to Consolidated Plan and Annual Action Plan    | 30 calendar days | 1 public meeting                       |

Note: Any public meeting may be designated as a public hearing to ensure compliance with 24 CFR 91.105.

## IV. AMENDMENTS

The City will assess the necessity of rolling over prior-year funds into the new year during each AAP cycle. Under Grant-Based Accounting, these funds retain their original funding year regardless of when they are used. As a result, prior-year funds can be carried forward while maintaining their designated funding year.

### Consolidated Plan Amendments

The City shall amend its approved Con-Plan whenever it determines the need for any of the following changes:

- Make a change in its allocation priorities or a change in the method of distribution of funds;
- Carry out an activity (using funds from any program covered by the Con-Plan, including program income) not previously described in the AAP; and/or,
- Change the purpose, scope, location, or beneficiaries of an activity.

### Criteria for Substantial Amendment to Consolidated Plan

A change shall be classified as a “substantial amendment” and be subject to the citizen participation process in accordance with this Citizen Participation Plan, under one or more of the following conditions:

- A proposed increase or decrease in expenditures for any one project or activity or a group of projects or activities funded with CDBG funds would cause the percentage of funds expended for the benefit of low- and moderate-income persons to fall below the required 70 percent (70%).
- A change or changes in the purpose, scope, location, or beneficiaries of an activity or project would increase or decrease the estimated cost of the project or activity by more

than 25 percent (25%) of the amount projected in the Con-Plan. However, the budget amounts for projects included in the Con-Plan could be increased or decreased by more than 25 percent (25%) of the estimates provided the budget adjustment is not the result of a change in the purpose, scope, location, or beneficiaries of the activity.

- Reallocation of CDBG funds triggered by the addition or deletion of priority needs and projects as follows:
  - (i) The addition of a new priority need not included in the approved Con-Plan or the inclusion of a new project in the Con-Plan which is not covered by a priority need in the approved Con-Plan.
  - (ii) The deletion of a project or projects from the Con-Plan, which would prevent a priority need identified in the approved Con-Plan from being attained.
- HUD may, upon determination of good cause and subject to statutory limitations, waive regulatory provisions in accordance with 24 CFR 5.110. Additional regulatory waiver authority is provided in 24 CFR 91.600. These regulatory provisions provide HUD the authority to make waiver determinations for the CDBG Program and consolidated planning requirements.
- In situations where a decision process is not involved and the item(s) have been discussed at a CAB public meeting prior to reallocation, the following criteria **do not** require a Substantial Amendment:
  - o Any recaptured or uncommitted funds in any fiscal year that are awarded to an agency that met all threshold requirements, yet was not funded due to limited funds available in the fiscal year.
  - o Moving funds from contingency to eligible activities.
  - o Moving residual funds to contingency.
  - o Any activity previously described in the AAP that was included in the citizen participation process.
- Minor Amendments (Administrative Transfers) consist of any action that changes an activity budget in the AAP by less than 50 percent (50%). Minor Amendments require the signature of the Community Development Director or designated representative, and do not require public notice or approval by City Council.

### Substantial Amendments to the Citizen Participation Plan

Substantial amendment to the CPP is defined as any revision other than a purely technical or clarifying revision. Substantial amendments to the CPP shall be subject to the same public comment period and public hearing requirements as the CAPER.

## Citizen Participation During a Disaster or Emergency

In the event of a local, state, or national disaster event, pandemic, or emergency, it may be necessary to modify the CPP described herein in order to allocate or reallocate existing and new funding in an expedited timeframe. To streamline the allocation process and reduce delays in accessing grant funds, HUD may issue notices, waivers, award letters, or other communications that allow methods of public outreach and communication to be adjusted to accommodate the circumstances. Under any circumstances, the City will comply with HUD guidance on minimum citizen participation requirements.

In general, during a disaster or emergency, the City will offer the following citizen participation opportunities related to new or amended Con-Plans, AAP, and/or CPPs:

- A public notice of the review and comment period will be published on the City's website and other social media platforms in advance of, or concurrent with, the start of a five (5) day public comment period. The notice will list the locations where the document(s) will be available for review.
- During the five (5) day review and comment period, draft documents will be made available at the City of Melbourne Community Development office at 900 East Strawbridge Avenue.
- A public hearing prior to adoption of the Substantial Amendment. Notice of the public hearing will be published in a local newspaper, posted on the Public Notice bulletin board at City Hall, and on the City's website and other social media platforms at least five (5) days in advance of the meeting. Notice of a public hearing may be combined with notice of a five (5) day public review and comment period when both apply to the same document.

## V. SECTION 108 LOAN

### Community Development Block Grant Section 108 Guaranteed Loan Provisions

The City of Melbourne has developed this additional section of the CPP, which shall be applicable only if the City applies for the CDBG Section 108 Guaranteed Loan Funds. HUD regulations state that the Section 108 Loan CPP may be incorporated into the City's existing CPP, provided that it complies with the requirements delineated in 24 CFR 570.704(a)(2). Note that HUD regulations state that the City is not required to hold a separate public hearing for its Con-Plan and for the Section 108 Loan process to obtain citizens' views on community development and housing needs. To the extent that it is feasible, the City intends to combine these two processes as allowed by federal regulations. This Section 108 Loan Citizen Participation Provisions sets forth the following policies & procedures to ensure residents and stakeholders are provided an opportunity to provide comments on actions related to a potential Section 108 Loan application and use of such funds.

## Notices & Meetings

Melbourne citizens will be provided timely notice of local meetings and reasonable and timely access to local meetings, information, and records relating to the City's proposed and actual use of guaranteed loan funds. The means that will be utilized to provide notices will be the same as outlined previously in the CPP. Information that will be provided shall include, but is not limited to:

- The amount of guaranteed loan funds expected to be made available as a result of an application for Section 108 Loan funds, including program income anticipated to be generated by the activities carried out with guaranteed loan funds;
- A list of the range of activities that may be undertaken with guaranteed loan funds;
- The estimated amount of guaranteed loan funds (including program income derived from) proposed to be used for activities that will benefit low- and moderate-income persons;
- The proposed activities likely to result in displacement, and the City's plans, consistent with the policies developed under 24 CFR 570.606 for minimizing the displacement of persons as a result of its proposed activities.

## Technical Assistance

The City will provide technical assistance to groups representative of persons of low- and moderate-income that request assistance in developing proposals for the use of Section 108 Loan funds. The level and type of assistance to be provided are outlined in the CPP. This technical assistance need does not include the provision of funds to such groups.

## Public Hearings

The City will hold at least two (2) public hearings at different stages of the application process, as follows:

- At least one (1) public hearing will be held before submission of a proposed Section 108 Loan application to obtain the views of citizens on community development and housing needs as they relate to the application for Section 108 Loan funds.
- A second public hearing will be held following the receipt of Section 108 Loan funds as part of an annual performance review.
- Together, the hearings will address community development and housing needs, development of proposed activities, and review of program performance as they relate to the receipt and use of Section 108 Loan funds.
- Reasonable notice of the hearing will be provided, and the hearing will be held at times and locations convenient to potential or actual beneficiaries, with accommodation for persons with disabilities. New Section 108 Loans and/or amendments to existing Section 108 Loans shall be subject to the same public comment period and public hearing requirements as the CAPER. The means that will be utilized to notify interested parties of hearing times, locations, and potential beneficiaries will be the same as outlined previously in the CPP.

- In the event a significant number of non-English speaking residents are expected to participate in a public hearing on a Section 108 Loan, the City may make arrangements for a suitable method of communication (e.g., interpretation services or translated materials), provided a request is made at least three (3) working days prior to the hearing. The determination of a “significant number” will be based on factors such as past participation rates, known demographic information, or expected interest from non-English speakers in the upcoming hearing. This decision will be made at the discretion of the City staff, taking into account the likely level of participation.

### Substantial Amendments

The City will provide affected residents with reasonable advance notice of, and opportunity to comment on, proposed activities not previously included in a Section 108 Loan application and activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location, or beneficiaries. For the Section 108 Guarantee Loan program, the City has determined that the following situation(s) will constitute a substantial change, thus triggering the requirement for a public hearing and a fifteen (15) day public comment period:

- Changes in the use of Section 108 Loan funds from one proposed eligible type of activity to a new activity that was not identified in the original Section 108 Loan application to HUD.
- More than 50 percent (50%) of the Section 108 Loan Fund awarded to the City is reallocated to one or more eligible activities.

### Complaints & Grievances

The City will respond to citizens’ complaints & grievances. Procedures for addressing complaints will be the same as outlined previously in the CPP. The City will encourage citizen participation from all residents, with a particular focus on individuals from Melbourne’s predominantly low- and moderate-income neighborhoods, minorities, non-English speakers, persons with disabilities, and residents of areas where guaranteed loan funds are proposed to be used.

## VI. REFERENCES

### Definitions

“Activity” means a specific project, program, or service funded under its grant programs, such as the CDBG or HOME Investment Partnerships Program. Each activity involves eligible expenditures that meet defined national objectives and contribute to the overall goals of community development, affordable housing, or public services. Activities can encompass housing rehabilitation, public infrastructure improvements, economic development initiatives, public services, property acquisition or demolition, and planning and administrative costs. Each activity must comply with HUD regulations, including eligibility requirements and performance reporting.

*“Annual Action Plan”* means a yearly update of the Consolidated Plan, where specific projects are identified for that fiscal year’s funding.

*“Anti-Displacement and Relocation Policy”* means a policy that outlines measures to prevent displacement or minimize the displacement of families and individuals from their homes and neighborhoods as a result of any assisted activities. The Plan ensures that, if displacement is unavoidable, affected persons receive fair and equitable treatment.

*“City”* means the City of Melbourne.

*“CARES Act”* means the Coronavirus Aid, Relief, & Economic Security Act, Public Law 116-136, provided \$5 billion for CDBG programs to rapidly respond to COVID-19 and the economic and housing impact caused by the pandemic crisis.

*“Community Development Block Grant (CDBG)”* means a federally funded grant program established to develop viable communities, including decent housing, a suitable living environment, and economic opportunity for low- and moderate-income persons. The CDBG grant also provides funds for the elimination of slums and blight.

*“Consolidated Plan (Con Plan)”* means a Plan that covers both the five-year Consolidated Plan that establishes strategies to address community needs, priorities, and proposed activities. It also includes the one-year Consolidated Plan referred to as the Annual Action Plan. The Con Plan is due by August 15 every five (5) years.

*“Consolidated Annual Performance Report (CAPER)”* means an annual summary that details the accomplishments of projects funded in the previous fiscal year. The CAPER also defines the amount of the funds budgeted for each project, expenditures, demographic information of beneficiaries, homeless data, and other information pertinent to that fiscal year. The Plan is due December 31.

*“Fair Housing”* means a five-year plan that outlines strategies to affirmatively promote equal housing opportunities throughout the City. The plan is due by August 15 every five (5) years.

*“Low-income person”* means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

*“Moderate-income person”* means a member of a family that has an income equal to or less than the Section 8 limit and greater than the Section 8 very low-income limit, established by HUD.

*“Neighborhood Stabilization Program”* means the federal program that helped communities with the greatest needs based on the extent of foreclosures, subprime mortgages, and mortgage delinquencies. Funding was provided to states and local governments for the purchase and development of abandoned or foreclosed properties.

*“Projects”* means specific sites or groupings of activities that represent major types of programs funded in the Annual Action Plan and amendments, such as housing, economic development, or infrastructure.

## Acronyms

| Acronym  | Translation                                             |
|----------|---------------------------------------------------------|
| AAP      | Annual Action Plan                                      |
| CAPER    | Consolidated Annual Performance and Evaluation Report   |
| CDBG     | Community Development Block Grant                       |
| CFR      | United States Code of Federal Regulations               |
| Con Plan | Consolidated Plan for Housing & Community Development   |
| CPD      | HUD’s Office of Community Planning & Development        |
| CPP      | Citizen Participation Plan                              |
| HOME     | HOME Investment Partnerships Program                    |
| HUD      | United States Department of Housing & Urban Development |
| NSP      | Neighborhood Stabilization Program                      |

Table 3.0 - Steps for Citizen Participation Requirements as Implemented by City of Melbourne

| <b>Substantial Amendment to Citizen Participation Plan (CPP)</b>                                     | <b>Consolidated Plan</b><br>(5-Year plan and Annual Plan AKA Action Plan)                                              | <b>Substantial Amendment</b>                                                                         | <b>CAPER</b>                                                                                         | <b>Complaints</b>                       |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Develop an amendment to the CPP                                                                      | *Public Notice in newspaper & flyers at public sites 14 days prior to public hearing(s), advertising public hearing(s) | Develop Amendment                                                                                    | Develop CAPER                                                                                        | *HUI responds within 15 days of receipt |
| *Public Notice in newspaper 14 days prior to public hearing, advertising hearing, and comment period | *Minimum of one (1) public hearing to solicit citizen input                                                            | CAB review/recommendation                                                                            | *Public Notice in newspaper 14 days prior to public hearing, advertising hearing, and comment period | *Citizens may contact HUD-Jax directly  |
| *15-day comment period                                                                               | CAB meeting to solicit citizen views/hear proposals                                                                    | *Public Notice in newspaper 14 days prior to public hearing, advertising hearing, and comment period | *15-day comment period                                                                               |                                         |
| *One (1) public hearing - CAB                                                                        | CAB meeting for review/recommendations                                                                                 | *30-day comment period                                                                               | *One (1) public hearing to review performance - CAB                                                  |                                         |
| *Make available at Community Development Office                                                      | Public Notice in newspaper 14 days prior to public hearing, advertising hearing before City Council                    | *One (1) public hearing before City Council at the end of the comment period                         | *Submit CAPER and public comments to HUD                                                             |                                         |
|                                                                                                      | Preliminary public hearing before City Council                                                                         | *Submit the amendment and public comments to HUD                                                     | *Make available at Community Develop. Office                                                         |                                         |
|                                                                                                      | Develop Plan                                                                                                           | *Make available at Community Develop. Office                                                         |                                                                                                      |                                         |
|                                                                                                      | *Public Notice in newspaper advertising availability of proposed Plan, comment period, and public hearing              |                                                                                                      |                                                                                                      |                                         |
|                                                                                                      | *30-day comment period                                                                                                 |                                                                                                      |                                                                                                      |                                         |
|                                                                                                      | Final public hearing before the City Council at the end of the comment period                                          |                                                                                                      |                                                                                                      |                                         |
|                                                                                                      | *Submit the Plan and public comments to HUD                                                                            |                                                                                                      |                                                                                                      |                                         |
|                                                                                                      | *Make available at Community Develop. Office                                                                           |                                                                                                      |                                                                                                      |                                         |

NOTE: Items with an asterisk (\*) are minimum requirements per CPP and federal regulation per 24C FR 91.105.

## VII. RESOURCES

### 24 CFR Part 91 – Consolidation Submissions for Community Planning & Development Programs

- <https://www.ecfr.gov/current/title-24/subtitle-A/part-91>

### Basically Community Development Block Grant – Chapter 2: Activity Selection & Implementation

- <https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-2-Activity.pdf>

### Amend Consolidated Plans & Annual Action Plans in the eCon Planning Suite Webinar

- <https://www.hudexchange.info/trainings/courses/the-new-way-to-amend-consolidated-plans-and-annual-action-plans-in-the-econ-planning-suite-webinar/3263/>

### eCon Planning Suite Citizen Participation & Consultation Toolkit

- <https://www.hudexchange.info/programs/consolidated-plan/econ-planning-suite-citizen-participation-and-consultation-toolkit/>

# **CITY OF MELBOURNE CITIZEN PARTICIPATION PLAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

## **INTRODUCTION**

Pursuant to 24 CFR Part 91, Consolidated Submissions for Community Planning and Development Programs, the City of Melbourne is required to certify that it has developed and is acting in compliance with a Citizen Participation Plan which:

- Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas in which CDBG funds are proposed to be used, and by residents of blighted areas in which CDBG funds are proposed to be used, and by residents of Melbourne's predominantly low and moderate income neighborhoods, as well as all citizens including minorities, non-English speaking persons, and persons with disabilities;
- Provides for consultation between the City and public housing authorities in order to encourage participation by residents of public and assisted housing developments in the process of developing and implementing the Consolidated Plan\* and the Comprehensive Grant Program;
- Provides for adequate and appropriate information regarding the Consolidated Plan to be furnished to citizens, public agencies and other interested parties;
- Provides for reasonable and timely access to records and information relating to the Consolidated Plan, prior years' annual Action Plans, and Consolidated Annual Performance and Evaluation Reports (CAPERs);
- Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the City;
- Provides for public hearings to be held to obtain citizen's views on housing and community development needs, including priority non-housing community development needs, and for citizens to respond to proposals relative to the selection of funded activities before the Consolidated Plan is adopted. At least one public hearing shall be held to review program performance;

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As used in this document the term Consolidated Plan covers both the five-year Consolidated Plan and the one-year Consolidated Plan referred to as the Action Plan.

- Provides for adequate notice of public hearing to be scheduled at times and locations convenient to potential or actual beneficiaries and with accommodations for persons with disabilities and groups of non-English speaking persons;
- Provides for consideration of written and oral comments and views from citizens and procedures for handling citizen's complaints;
- Provides for specification of criteria the City will use to determine what constitutes a substantial change in the City's planned or actual activities requiring substantial amendment of the Consolidated Plan and a procedure for notification and comment on proposed substantial amendments by the public.

### **ENCOURAGEMENT OF CITIZEN PARTICIPATION**

The City will encourage citizen participation through the following avenues and strategies:

1. In accordance with Section 2-120 of the City Code, the seven-member Citizen's Advisory Board (CAB) appointed by the City Council will be the primary mechanism for ensuring continuous citizen involvement and input in planning, implementation, and evaluation phases of federal housing and community development programs administered by the City. Board membership consists of persons from different racial/ethnic backgrounds and various income levels and neighborhoods throughout the City, including low income persons and residents of CDBG target areas. City Council will ensure representation of low income citizens and minorities in Board appointments.
2. Citizen participation will also be encouraged through consultation with agencies and groups representing or serving the needs of low and moderate income persons including persons with disabilities throughout Melbourne. The critical role of the Melbourne Housing Authority and the Brevard County Housing Authority in housing the City's poor makes collaboration with these agencies a vital link in the Consolidated Plan development process. Minimally, the City will confer with officials from these agencies to solicit input regarding housing and non-housing priority needs.
3. Comments and proposals regarding the program are encouraged and should be submitted by citizens directly to the City of Melbourne during the planning period prior to public hearings or in response to publication of the Consolidated Plan, substantial plan amendments or performance report. Any comments or views of citizens received in writing or orally at public hearings in response to the preparation of the Consolidated Plan, substantial plan amendments or the CAPER as proposed, shall be considered by the City prior to the adoption of the particular document and attached.
4. The scheduling of public meetings at strategic locations throughout the City to attract citizens and groups most likely to be directly affected by these programs is another strategy the City will use to encourage broad-based citizen involvement.

## **TECHNICAL ASSISTANCE**

To facilitate citizen participation, the City, through the Housing and Community Development Department, shall provide technical assistance to the following:

- Citizens and organizations, so that they may adequately participate in planning, implementing and evaluating the program.
- Groups which are representative of low and moderate income persons and residents of blighted neighborhoods which request assistance in developing proposals.

## **INFORMATION TO BE PROVIDED**

The City of Melbourne shall provide for full public access to program information and make appropriate information available to citizens, especially to those of low and moderate income and to those living in lower income or blighted areas.

Before the City adopts a Consolidated Plan, it will make available to citizens, public agencies and other interested parties the following information:

- The amount of federal funds the city expects to receive, including grant funds and program income, and the range of activities that may be undertaken;
- The estimated amount of federal funds that will benefit persons of very low and low income;
- Plans to minimize the displacement of persons and to assist any persons displaced as a result of funded activities in accordance with the City's Residential Anti-Displacement and Relocation Plan.

The City shall publish a summary of the proposed Consolidated Plan, describing its content and purpose and locations where the entire document may be examined, in a newspaper of general circulation prior to the Plan's adoption. A thirty (30) day comment period for citizens to respond shall be provided following publication. Any comments or views of citizens received in writing in response to the Consolidated Plan as proposed shall be considered by the City prior to the adoption of the final Consolidated Plan. A summary of such comments shall be submitted to HUD.

The City will review its program performance annually and submit a report to HUD within 90 days of the end of each program year. The City shall make the CAPER available for public comment. The comment period during which citizens may respond in writing shall be no less than fifteen (15) days. The CAPER with comments attached shall be reviewed and submitted to the Citizen's Advisory Board prior to submission to HUD.

In the event the City decides to substantially amend the approved Consolidated Plan, the City shall publish a notice in a newspaper of general circulation advising citizens of the proposed substantial amendments, the hearing date, time and location as well as provide for a thirty (30) day comment period during which citizens may respond in writing. The substantial amendments along with a summary of comments attached shall be reviewed and submitted to the City Council prior to submission to HUD.

Also, to streamline the allocation process and reduce delays in accessing grant funds, HUD may issue notices, waivers, award letters or other HUD communications that allow methods of public outreach and communication to be adjusted to accommodate the circumstance. Under any circumstances, the City will comply with HUD guidance on minimum citizen participation requirements.

Upon adoption of a Consolidated Plan, substantial amendments, CAPER or substantial amendment to the Citizen Participation Plan, the City shall make the documents available for review by the public at the Housing and Community Development Department office at 695 E. University Boulevard. Written or electronic copies of the documents will be provided upon request.

### **ACCESS TO RECORDS**

The City of Melbourne shall make available all documents relevant to the program at the Housing and Community Development Department office at 695 E. University Boulevard. Such documents shall include the following:

- Copies of public hearing notices.
- All key documents for the five most recent years including letters of approval, grant agreements, the Citizen Participation Plan, the Consolidated Plan, CAPERs, and other reports required by HUD.
- Copies of regulations and issuances governing the program.
- Documents regarding other important program requirements, such as contracting procedures, environmental policies, fair housing and other equal opportunity requirements, relocation and anti-displacement provisions, and the intergovernmental review process.

### **COMPLAINTS**

Any complaints submitted by a citizen in written form and received by the City shall first be referred for disposition by the Housing and Community Development Director who shall reply in writing directly to the citizen within fifteen (15) days of receipt of same where practicable. The City will assist citizens requiring assistance in formulating a written objection or grievance. Citizens may at any time contact HUD directly at the following address:

U.S. Department of Housing and Urban Development  
Jacksonville Field Office, Office of Community Planning and Development  
Charles Bennett Federal Building  
400 West Bay Street, Suite 1015  
Jacksonville, FL 32202-4410

## **PUBLIC HEARINGS**

The City shall hold at least one public hearing prior to publication of the Consolidated Plan in order to:

- Obtain the views of groups and citizens on housing and community development needs, including priority non-housing community development needs;
- Develop proposed activities, including proposals from citizens or groups for funding of specific Public Service activities; and
- Receive citizen comments on proposals for activity funding

Public Hearings will be advertised in a local newspaper of general circulation at least thirty (30) days prior to the scheduled date of the hearing. Notice of the hearings will also be posted in community centers and recreational facilities throughout the City. The notice shall indicate the purpose of the hearing, date, time and location of the hearing. Hearings shall be held at convenient times and locations and shall make possible the participation of persons with disabilities.

An additional public hearing for the CAPER shall be held at the end of the program year in order for citizens to review and comment on program performance. At least fifteen (15) days prior to the public hearing the City shall publish a notice in a newspaper of general circulation advising citizens of the purpose of the hearing and the date, time and location of the hearing.

In the event a significant number of non-English speaking residents are expected to participate at a public hearing on the Consolidated Plan or CAPER, the City may make arrangements for a suitable method of communication to be available to the group provided a request is made at least three (3) working days prior to the hearing.

## **CONSOLIDATED PLAN AMENDMENTS**

The City shall amend its approved Consolidated Plan whenever it decides to:

- Make a change in its allocation priorities or a change in the method of distribution of funds;
- Carry out an activity (using funds from any program covered by the Consolidated Plan, including program income) not previously described in the Action Plan; and/or,
- Change the purpose, scope, location or beneficiaries of an activity.

## **CRITERIA FOR SUBSTANTIAL AMENDMENT TO CONSOLIDATED PLAN**

A change shall be classified as a “substantial amendment” and be subject to the citizen participation process in accordance with this Citizen Participation plan, under one or more of the following conditions:

- A proposed increase or decrease in expenditures for any one project or activity or a group of projects or activities funded with CDBG funds would cause the percentage of funds expended for the benefit of low and moderate income persons to fall below the required 70 percent.

- A change or changes in the purpose, scope, location or beneficiaries of an activity or project would increase or decrease the estimated cost of the project or activity by more than 25 percent of the amount projected in the Consolidated Plan. However, the budget amounts for projects included in the Consolidated Plan could be increased or decreased by more than 25 percent of the estimates provided the budgeted adjustment is not the result of a change in the purpose, scope, location or beneficiaries of the activity.
- Reallocation of CDBG funds triggered by addition or deletion of priority needs and projects as follows:
  - (i) The addition of a new priority need not included in the approved Consolidated Plan or the inclusion of a new project in the Consolidated Plan which is not covered by a priority need in the approved Consolidated Plan.
  - (ii) The deletion of a project or projects from the Consolidated Plan which would prevent a priority need identified in the approved Consolidated Plan from being attained.
- HUD may, upon determination of good cause and subject to statutory limitations, waive regulatory provisions in accordance with 24 CFR 5.110. Additional regulatory waiver authority is provided in 24 CFR 91.600. These regulatory provisions provide HUD the authority to make waiver determinations for the CDBG Program, and consolidated planning requirements.

## **SUBSTANTIAL AMENDMENTS TO THE CITIZEN PARTICIPATION PLAN**

Substantial amendment to the Citizen Participation Plan is defined as any revision other than a purely technical or clarifying revision. Substantial amendments to the Citizen Participation Plan shall be subject to the same public comment period and public hearing requirements as the CAPER.

## **CITIZEN PARTICIPATION DURING A DISASTER OR EMERGENCY**

In the event of a local, state, or national disaster or emergency, it may be necessary to modify the citizen participation plan described herein in order to allocate or reallocate existing and new funding in an expedited timeframe. To streamline the allocation process and reduce delays in accessing grant funds, HUD may issue notices, waivers, award letters or other HUD communications that allow methods of public outreach and communication to be adjusted to accommodate the circumstance. Under any circumstances, the City will comply with HUD guidance on minimum citizen participation requirements.

In general, during a disaster or emergency, the City will offer the following citizen participation opportunities related to new or amended Consolidated Plans, Action Plans, and/or Citizen Participation Plans:

- A public notice of the review and comment period will be published on the City's website in advance of, or concurrent with, the start of a 5-day public comment period. The notice will list the locations where the document(s) will be available for review.

- During the 5-day review and comment period, draft documents will be made available at the City of Melbourne Housing and Urban Improvement Division office located at 695 East University Boulevard.
- A public hearing prior to adoption of the Substantial Amendment. Notice of the public hearing will be published in a local newspaper, posted on the bulletin board at City Hall and on the City's website at least 5-days in advance of the meeting. Notice of a public hearing may be combined with notice of a 5-day public review and comment period when both apply to the same document

## **SECTION 108 LOAN PROGRAM CITIZEN PARTICIPATION PROVISIONS**

The City of Melbourne has developed this additional section of the citizen participation plan, which shall be applicable only if the City applies for the CDBG Section 108 Guaranteed Loan Funds. HUD regulations state that the Section 108 Loan Citizen Participation Plan may be incorporated into the City's existing Citizen Participation Plan provided that it complies with the requirements delineated in 24 CFR 570.704(a)(2). Note that HUD regulations state that the City is not required to hold a separate public hearing for its Consolidated Plan and for the Section 108 Loan process to obtain citizens' views on community development and housing needs. To the extent that it is feasible, it is the City's intent to combine these two processes as allowed by federal regulations. This Section 108 Loan Citizen Participation Provisions sets forth the following policies and procedures to ensure residents and stakeholders are provided an opportunity to provide comments on actions related to a potential Section 108 Loan application and use of such funds.

### **Notices and Meetings**

Melbourne citizens will be provided timely notice of local meetings and reasonable and timely access to local meetings, information, and records relating to the City's proposed and actual use of guaranteed loan funds. The means that will be utilized to provide notices will be same as outlined previously in the Citizen Participation Plan. Information that will be provided shall include, but is not limited to:

- The amount of guaranteed loan funds expected to be made available as a result of an application for Section 108 Loan funds, including program income anticipated to be generated by the activities carried out with guaranteed loan funds;
- A list of the range of activities that may be undertaken with guaranteed loan funds;
- The estimated amount of guaranteed loan funds (including program income derived from) proposed to be used for activities that will benefit low and moderate income persons;
- The proposed activities likely to result in displacement and the City's plans, consistent with the policies developed under § 570.606, for minimizing displacement of persons as a result of its proposed activities.

### **Technical Assistance**

The City will provide technical assistance to groups representative of persons of Low- and Moderate-income that request assistance in developing proposals for the use of Section 108 Loan funds. The level and type of assistance to be provided is outlined in the Citizen Participation Plan. This technical assistance need does not include the provision of funds to such groups.

### **Public Hearings**

The City will hold at least two public hearings at a different stage of the application process, as follows:

- At least one hearing will be held before submission of a proposed Section 108 loan application to obtain the views of citizens on community development and housing needs as they relate to the application for Section 108 Loan funds.
- A second public hearing will be held following the receipt of Section 108 loan funds as part of an annual performance review.
- Together the hearings will address community development and housing needs, development of proposed activities and review of program performance as they relate to the receipt and use of Section 108 Loan funds.
- Reasonable notice of the hearing will be provided and the hearing will be held at times and locations convenient to potential or actual beneficiaries, with accommodation for the handicapped. New Section 108 Loans and/or amendments to existing 108 loans shall be subject to the same public comment period and public hearing requirements as the CAPER. The means that will be utilized to notify interested parties of hearing times, locations and potential beneficiaries will be same as outlined previously in the Citizen Participation Plan.
- Language translation services will be provided at meetings, such as public hearings, where a significant number of non-English speaking residents may reasonably be expected to participate.

### **Substantial Amendments**

The City will provide affected residents with reasonable advance notice of, and opportunity to comment on, proposed activities not previously included in a Section 108 Loan application and activities which are proposed to be deleted or substantially changed in terms of purpose, scope, location, or beneficiaries. For the purpose of the Section 108 Guarantee Loan program, the City has determined that following situation(s) will constitute(s) a **substantial change** thus triggering the requirement for a public hearing and 15-day public comment period:

- Changes in the use of Section 108 Loan funds from one proposed eligible type of activity to a new activity that was not identified in the original Section 108 Loan application to HUD.
- More than 25% of the Section 108 Loan Fund awarded to the City is reallocated to one or more eligible activities.

### **Complaints and Grievances**

The City will respond to citizens' complaints and grievances. Procedures for addressing complaints will be the same as outlined previously in the Citizen Participation Plan. The City will encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas, and other areas in which guaranteed loan funds are proposed to be used.

## Community Survey 2024 Summary

The annual community survey helps identify community priorities to guide the allocation of federal and state funds for assisting low- and moderate-income families and households. The 2024 Community Survey was available from February to October 2024 and received greater exposure than in previous years due to an expanded outreach approach. To increase participation, we:

- Distributed an announcement flyer with a QR code in local libraries
- Emailed invitations to nonprofit organizations in the City of Melbourne
- Included a link and brief description on utility billing statements
- Promoted the survey through social media, the HUI city website, and the news section of the city website.

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### Survey Results Overview

The 2024 Community Survey consisted of multiple-choice questions covering key community priorities. Below is a summary of the responses categorized by topic, highlighting the top responses and overall trends.

#### 1. Economic Development

- Employment Opportunities – 25%
- Higher Paying Jobs – 21%
- Job Training – 20%

#### 2. Community Appearance

- Litter and Junk on Vacant Lots & Roadsides – 22%
- Abandoned/Dilapidated Homes – 19%
- Rundown Buildings Other Than Homes – 16%

#### 3. Infrastructure

- Improve Hazardous Intersections – 22%
- Flood/Drainage Improvements – 19%
- Pave Roads in Neighborhoods – 16%

#### 4. Public Facilities

- Park Facilities – 20%
- Youth Centers – 14%
- Bus Stop Shelters/Benches – 14%

- Community Centers/Meeting Places – 14%

#### 5. Housing

- Affordable Rental Units – 19%
- Affordable Housing Available for Purchase – 17%
- Emergency Shelters/Homeless Facilities – 14%

#### 6. Public Safety

- Criminal Activity – 17%
- Drug Sales in Neighborhoods – 16%
- General Crime – 16%

#### 7. Health & Human Services

- Mental Health Services – 15%
- Help with Homelessness – 15%
- Food Banks/Food Programs – 9%
- Senior Services – 9%
- Affordable Child Care – 9%

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### Open-Ended Responses

Question 8 of the survey allowed respondents to write in additional concerns or comments. Over 160 write-in responses were received, many addressing multiple topics. The most frequently mentioned issues were:

#### 1. Traffic & Roadways (38 comments)

- Road congestion and infrastructure concerns
- Road maintenance and potholes
- Law enforcement issues (speeding, running traffic lights, loud vehicles)
- Train-related delays, safety concerns, and noise

#### 2. Homelessness (27 comments)

- Issues with panhandling in public spaces
- Need for housing and shelter options
- Mental health services and support
- Safety concerns for both the public and individuals experiencing homelessness

#### 3. Beautification (20 comments)

- Litter and lack of lawn care in public spaces, along roadways, and drainage ditches

- Abandoned vehicles and junk in private yards/businesses
- Conservation of natural habitats and greenspaces

Additional comments covered topics such as:

- Affordable housing
- Bicycle and pedestrian safety
- Insurance concerns
- Child services
- Construction concerns
- Downtown development and activities
- Healthcare access
- Police presence
- Public transportation
- Waterway conservation



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                       |
|--------------------------------------------|-----------------------|
| Department:                                | Community Development |
| Presenter:                                 | Abby Johnson          |
| Council District:                          | N/A                   |
| Reading Number:                            | N/A                   |
| Quasi-judicial Item (Disclosure Required): | No                    |
| Public Hearing:                            | Yes                   |
| Item Number:                               | C.20.                 |

**Subject:**

Community Development Block Grant (CDBG) Fiscal Year (FY) 2025-2026 funding and the 2025-2026 CDBG Action Plan.

**Background/Consideration:**

This is a request for approval of the projects and activities proposed for Federal FY2025-2026, CDBG funding within the Action Plan for the program year beginning October 1, 2025. On May 14, 2025, the City received an allocation notice for \$603,059 from the U.S. Department of Housing and Urban Development. This amount represents a \$33,231 increase from last year's CDBG allocation.

The Action Plan for the program year that begins October 1, 2025, explains the projects and activities the City will undertake with Federal FY2025-2026 CDBG funds. Additionally, the plan provides supporting narratives, geographic description of the distribution of funds, homeless/special needs activities and other actions the City will take to comply with grantor requirements.

11 agencies applied for funding for public services that covered services for many areas of need and populations. 10 agencies passed the threshold review and were considered for the public services funds. The level of need and competition for the grant funds continues to rise, and the ranking of applications based upon completeness, funding need, expansion of previously funded programs, and past performance is a large factor in the funding recommendation.

The four recommended public service programs cover both youth and adult services, ranging from after-school/summer camp programs to assistance with housing and case management. The two recommended public facilities and improvement projects include funding for three parks: lighting for the football field at Carver Park, and sunshades at Brothers and Riverview Park playgrounds. The funding is proposed as follows: four public service activities - \$90,458.85; two public facility and improvement projects - \$171,000; Administration and Fair Housing costs - \$120,611.80; and Housing Activities including Rehabilitation-Activity Delivery - \$220,988.35.

The total CDBG funding amount of \$603,059 and the Action Plan were advertised on May 8, 2025, for public comment for a period of 30 days. No comments have been received to date.

The Funding Recommendation Committee met on March 12 and 14, 2025, and the Citizens' Advisory Board (CAB) recommended approval of the CDBG funding recommendations at their April 14, 2025,



meeting, with the allowance for staff to make adjustments as needed if the HUD changed the allocation amount.

**Fiscal/Budget Impact:**

The submission and approval of the annual FY2025-2026 Action Plan will give the City access to its FY 2025-2026 CDBG entitlement funds in the amount of \$603,059.

**Requested Action:**

Approval of the projects and activities for Federal FY2025-2026 CDBG funding within the Action Plan, authorization to execute all necessary documents, and authorization to execute the Subrecipient Agreements for four public services activities with the non-profit organizations.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Cindy Dittmer, AICP, Community Development Director  
**From:** Abby Johnson, Housing and Urban Improvement Manager  
**Date:** May 15, 2025  
**Re:** **FY 2025-2026 Community Development Block Grant (CDBG) Funding and FY 2025-2026 CDBG Action Plan**

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This is a request for approval of the projects and activities proposed for Federal FY 2025-2026 Community Development Block Grant (CDBG) funding and the 2025-2026 CDBG Action Plan for the program year beginning October 1, 2025. On May 14, 2025, the City received an allocation notice for \$603,059 from the U.S. Department of Housing and Urban Development. This amount represents a \$33,231 increase from last year's CDBG allocation.

### Background

Melbourne is allocated HUD funds specifically to develop viable communities for low/moderate-income persons. Annually, a notice of funding availability is published by the City and a request for proposals for public service and non-public service activities is released. Local non-profits and specific for-profit organizations called Community-Based Development Organizations are encouraged to partner with the city to meet the needs of its residents. Interested parties are encouraged to request technical assistance from staff before applying.

To be considered a competitive and responsive proposal, the agency must provide specific documentation such as: by-laws; resumes of personnel; audited financial statements; proposed scope of work; and a description of the proposed population to be served. The proposal must also address the needs identified in the City's Consolidated Plan. Furthermore, organizations must demonstrate a need for funding, evidence of leveraged funds when applicable, a clear description of the use of funds, and the timeframe in which the funds will be expended. Grant funds must be expended in a prescribed fashion to meet HUD expenditure requirements.

In addition to meeting a national objective, providing a needed service, and submitting a completed application, the performance of previously funded agencies is considered. Critical actions include requirements such as, timely report submittals, the ability to expend all funds, accurate record keeping, and policies and procedures for repayment.

Not only are such factors required, but these factors impact the city's ability to adhere to HUD standards and reporting.

The City's capacity to reach more organizations has grown over the last few years. Staff has implemented new technology to make the application process more accessible to all potential applicants. Additionally, staff sends out HUD-created tutorials on various programmatic topics, in addition to offering technical assistance for any potential applicants.

### **Public Participation**

The citizen participation process for the FY 2025-2026 CDBG Program Year began with public hearings held on December 2, 2024, January 6, 2025, and April 14, 2025, at City Hall in the Council Chamber. The meetings were held to obtain citizen input on housing and non-housing community development project funding priorities for Program Year 2025-2026. A Request for Proposals was held from January 15, 2025 through February 15, 2025, resulting in eleven proposals submitted for public service activities; two proposals for public facilities and improvements; two proposals for various administrative activities and two proposals for housing services. Applicants made presentations to the Citizens' Advisory Board (CAB) on January 6, 2025. The Funding Recommendation Committee met in public meetings on March 12 and March 14, 2025. On April 14, 2025, the CAB took action on staff evaluation committee recommendations for projects and activities to be included in the FY 2025-2026 CDBG Action Plan, with the provision for staff to make adjustments as needed after the CDBG allocation notice is issued by HUD.

### **Public Hearing**

The advertised Action Plan reflects the FY 2025-2026 Entitlement Award of \$603,059 for housing and community development projects and activities.

A Public notice advertised in the FLORIDA TODAY newspaper on May 8, 2025, outlined the proposed FY 2025-2026 Action Plan prepared by staff and announced a 30-day public comment period and final public hearing at the June 10, 2025, City Council meeting. No comments have been received to date.

The *Action Plan* for the program year that begins on October 1, 2025, details projects and activities the City will undertake with Federal FY 2025 CDBG funds and provides supporting narratives on geographic distribution of funds, homeless/special needs activities and other actions the City will take to comply with grantor requirements.

Many worthy and eligible causes are represented in the applicants' proposed range of public service activities, ranging from meal delivery services, elder transportation services, to support services for parents-to-be. Public Services that were not recommended for funding are as follows: South Brevard Women's Center, Inc., Club Esteem, Inc., Aging Matters, Brevard Alzheimer's, Healthy Start Coalition of Brevard, and SCCIL - Resource Center for Disability Solutions. Additionally, one agency was deemed ineligible. While the agencies did meet the minimum criteria for completeness

and eligibility, other factors such as cost effectiveness, scope of work and quantity of persons served were not as plentiful as the top-ranked projects. Overall, all of the agency applications proposed needed services for City residents; however, the allowed amount of funding for Public Services, \$90,458.85, is a very limited amount of funding.

As described in the Citizen Participation Plan, should any public service activity withdraw, funding will be reallocated to the next highest ranked proposed activity during the fiscal year of the prescribed Action Plan.

**Requests for 2025-2026 CDBG Funds - Public Services Projects/Activities**

**Anticipated Entitlement Funding \$603,059**

**Funding Recommendations 15% Maximum (\$90,458.85)**

| Rank | Organization                                                       | Requested           | Staff Recommendations     | CAB Recommendations       |
|------|--------------------------------------------------------------------|---------------------|---------------------------|---------------------------|
| 1    | Brevard Neighborhood Development Coalition dba Neighbor Up Brevard | \$30,000.00         | \$25,229.43               | \$25,229.43               |
| 2    | WAYS for Life, Inc.                                                | \$30,000.00         | \$25,229.42               | \$25,229.42               |
| 3    | City Parks, Rec & Golf Summer Camp                                 | \$30,000.00         | \$20,000.00               | \$20,000.00               |
| 3    | Greater Melbourne PAL                                              | \$20,250.00         | \$20,000.00               | \$20,000.00               |
|      |                                                                    |                     | <b><u>\$90,458.85</u></b> | <b><u>\$90,458.85</u></b> |
| 4    | South Brevard Women's Center, Inc.                                 | \$28,384.00         | \$0.00                    | \$0.00                    |
| 5    | Club Esteem, Inc.                                                  | \$25,000.00         | \$0.00                    | \$0.00                    |
| 6    | Aging Matters in Brevard                                           | \$20,000.00         | \$0.00                    | \$0.00                    |
| 7    | Brevard Alzheimer's Foundation Inc./ Safe-ride                     | \$20,000.00         | \$0.00                    | \$0.00                    |
| 8    | Healthy Start Coalition of Brevard County                          | \$21,102.00         | \$0.00                    | \$0.00                    |
| 9    | SCCIL - Resource Center for Disability Solutions                   | \$20,000.00         | \$0.00                    | \$0.00                    |
|      |                                                                    | <b>\$244,736.00</b> | \$0.00                    | \$0.00                    |

**Requests for 2025-2026 CDBG Funds – Non-Public Services Projects/Activities**

**Anticipated Entitlement Funding \$603,059**

| Activity                                                              | Amount of Request | Staff Recommendations | CAB Recommendations |
|-----------------------------------------------------------------------|-------------------|-----------------------|---------------------|
| <b>Public Facilities and Improvements</b>                             |                   |                       |                     |
| City Parks & Recreation –<br><i>Football Field Lighting at Carver</i> | \$ 31,000.00      | \$ 31,000.00          | \$ 31,000.00        |

|                                                                             |              |              |              |
|-----------------------------------------------------------------------------|--------------|--------------|--------------|
| <i>Park</i>                                                                 |              |              |              |
| City Parks & Recreation – <i>Sun Shades at Riverview and Brothers Parks</i> | \$140,000.00 | \$140,000.00 | \$140,000.00 |
| <b>Housing Activities</b>                                                   |              |              |              |
| Homeowner Occupied Housing Rehabilitation                                   | \$110,389.00 | \$131,988.35 | \$131,988.35 |
| Housing Services (Housing Rehabilitation Inspector)                         | \$89,000.00  | \$89,000.00  | \$89,000.00  |
| <b>Administration</b>                                                       |              |              |              |
| Program Administration (20% Maximum of Allocation)                          | \$117,411.80 | \$117,411.80 | \$117,411.80 |
| Fair Housing                                                                | \$3,200.00   | \$3,200.00   | \$3,200.00   |

### **Public Services**

The proposed list of agencies and activities provides a wide range of services to different low/mod income people. The activities vary from year-round to seasonal, youth and adult homeless prevention services, education, and training. Criteria such as cost-effectiveness per person or household, eligibility, and service area are all considered when ranking funding applications. The proposed activities should also represent an expansion of services for each agency. As CDBG funding fluctuates and costs increase for labor, services, and materials, organizations must be funded at appropriate levels to make an impact. Funding organizations at levels that would not assist a program to move forward effectively becomes a burden rather than a benefit to the agency and impacts staff ability to monitor the activity. For this reason, the minimum grant amount recommended was \$20,000, higher than in previous years. The following are the recommendations:

### **CDBG Funding Recommendation**

#### **Brevard Neighborhood Development Coalition (dba Neighbor-Up) \$ 25,229.43**

low-income youth after-school and summer camp programs at the DOCK for

#### **City of Melbourne Parks and Recreation \$ 20,000.00**

Scholarships for youth from low-income households to attend  
City summer camp

#### **Greater Melbourne PAL \$ 20,000.00**

Summer camp programs

#### **WAYS For Life, Inc. \$ 25,229.42**

Assistance for young adults and teens aging out of foster care

***Subtotal Public Services \$ 90,458.85***

**PUBLIC FACILITIES and IMPROVEMENTS**

**City of Melbourne – Carver Park Football Field Lighting** **\$ 31,000.00**

**City of Melbourne – Riverview & Brothers Parks - Sun Shades** **\$140,000.00**

***Subtotal Public Facilities & Improvements*** ***\$171,000.00***

**ADMINISTRATION**

**Program Administration** **\$117,411.80**

General program administration

**Fair Housing Activities** **\$ 3,200.00**

Fair Housing Activities (including media and/or education)

***Subtotal Administration:*** ***\$120,611.80***

**HOUSING**

**Housing Rehabilitation** **\$ 89,000.00**

Activity Delivery for the Housing Inspector (salary & training expenses)

**City of Melbourne – Homeowner Occupied Housing Rehabilitation** **\$131,988.35**

***Subtotal Housing Rehabilitation:*** ***\$220,988.35***

**TOTAL \$603,059.00**

**Recommendation**

Approval of the projects and activities for Federal FY2025-2026 CDBG funding within the Action Plan, authorization to execute all necessary documents, and authorization to execute the Subrecipient Agreements for four public services activities with the non-profit organizations.

## Executive Summary

### AP-05 Executive Summary - 91.200(c), 91.220(b)

#### 1. Introduction

The Annual Action Plan for FY 2025-2026 describes the activities the City of Melbourne will undertake from 10/1/25-9/30/26, to address priority needs and objectives identified in the 5-year Strategic Plan, as presented in the 2022-2027 Consolidated Plan for housing and community development programs. The Brevard County HOME Consortium Consolidated Plan covers two formula grant programs funded by the U.S. Department of Housing and Urban Development (HUD): the Community Development Block Grant (CDBG) and the HOME Investment Partnerships Program (HOME). The Action Plan describes the activities undertaken with CDBG Entitlement funds granted by HUD as well as provides information on the HOME Program and State Housing Initiatives Partnership Program (SHIP) to the extent that these and other sources will address housing and community development needs during Program Year 2025.

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

##### **Priority Need 2 – Affordable Housing – Owner-Occupied Housing Rehabilitation**

**Objective** - Preservation of quality owner-occupied affordable housing that includes rehabilitation, repairs, replacement & home modifications.

**Outcome** – Affordability / Sustainability

**Specific Outcome Indicator** – Complete two homeowner-occupied housing rehabilitation projects under the supervision of the Housing Rehabilitation Inspector.

##### **Priority Need 4 - Affordable Housing - Fair Housing**

**Objective** - Melbourne collaborates with Brevard County's HOME Consortium to administer Fair Housing initiatives in concert.

**Outcome** - The Consortium recognizes that fair housing can be an issue in the area of home ownership & rental.

**Specific Outcome Indicator** - The Consortium will continue the operation of all of its housing assistance programs in a manner that encourages minorities, as well as persons with disabilities, & other members of protected classes to utilize the programs that meet their housing needs.

**Priority Need 7 - Assist Homeless & At-Risk of Homelessness**

**Objective** - Support agencies through Rapid Re-Housing, Homeless Shelter Operations Support, Case Management (public service), housing counseling, job support.

**Outcome** - Suitable Living Environment

**Specific Outcome Indicator** - Affordable Housing, Public Service Support. One agency will address these needs during the 2025-2026 Annual Action Plan: WAYS for Life, will address needs by delivering targeted services aimed at preventing and reducing homelessness among vulnerable populations.

**Priority Need 8 - Public Facilities and Improvements**

**Objective** - Public facilities include community centers, childcare facilities, park facilities, bus stop shelters & benches, senior centers, youth centers & health facilities to maintain the high quality of life in the area.

**Outcome** - Suitable Living Environment

**Specific Outcome Indicator** - Riverview Park and Brothers Park – installation of sunshades at public parks in the South Target Area.

**Priority Need 9 - Public Infrastructure Improvements**

**Objective** - Install streetlights, sidewalks, flood/drainage improvements, & improve hazardous infrastructure. Public facilities include park facilities, bus stop shelters & benches, senior centers, youth centers & health facilities to maintain the high quality of life in the community.

**Outcome** - Suitable Living Environment

**Specific Outcome Indicator** – Carver Park lighting.

**Priority Need 13 - Public Services**

**Objective** - Supportive service programs for homeless persons & those threatened with homelessness, senior programs, education programs, crime prevention, job skills, transportation services, affordable childcare, case management, food banks, parks/recreation programs, family counseling, & drug/alcohol treatment.

**Outcome** - Sustainability

**Specific Outcome Indicator**- provide public services to low- and moderate-income eligible clientele throughout the city and in target areas for services ranging from youth services, homeless services, food banks, education and job training.

**3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Melbourne, in partnership with its subgrantees, addressed several community needs during the 2024 program year, and those success stories were described in the Consolidated Annual Performance Evaluation Report (CAPER). The successes included the provision of services to the most fragile members

of the community through case management for families experiencing homelessness or at risk of it, as well as youth services for children of low- and moderate-income families. During the 2024-2025 program year, the following activities were initiated or accomplished toward the goals outlined in the 2022-2027 Consolidated Plan:

**HOME:**

- Supported the rehabilitation of single-family homes for income-qualified households.
- Create and preserve affordable housing by providing various activities related to affordable housing including rental development, which include new construction, acquisition and rehabilitation of affordable rental units.

**CDBG:**

- Supported public service organizations to carry out activities including summer camps, after-school programs, case management for teenagers and young adults aging out of foster care and meals for vulnerable persons in the South Target Area.
- Provided support for Homeowner Housing Rehabilitation by funding the Activity Delivery
- Funded the construction of a multi-modal safety pedestrian crosswalk in a target area. Construction began in August of 2024 and was substantially completed by Spring of 2025. The University Boulevard @ Grant Street Multi-Modal Safety Crossing was substantially completed during this action plan year. This project was funded through two substantial amendments and three years of CDBG allocation. It now provides an area benefit to the South Melbourne Target area, where over 51% of the residents are low-income.
- Funded the installation of new playground equipment in a park in the target north area.
- Affordable housing continues to be a high-priority need in the Melbourne area. Like most of the county, the gap between available units and incomes that can support market rents is incredibly high. Our staff will continue to provide housing-related services to help very-low to low-income people stay in safe, decent housing via the City's Homeowner Housing Rehabilitation program and housing activity delivery.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from the citizen participation section of the plan.

\* Public meetings were held on December 2, 2024, January 6, 2025, April 14, 2025, and May 5, 2025, to solicit public input regarding the proposed activities, service providers, and for the development of affordable housing. The Citizens Advisory Board hosted the public meetings along with staff. The final public hearing was held on June 10, 2025, before the Melbourne City Council. All public meetings and hearings were advertised in the local newspaper of general circulation, City website, & public libraries.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public outreach efforts were conducted, including public meetings and one public hearing to determine housing and non-housing community development needs, pursuant to Melbourne's Citizen Participation Plan.

The City of Melbourne held a public hearing on June 10, 2025, to receive public comment. The Plan was available for a 30-day public comment period beginning May 8, 2025.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

To date no public comments have been received.

## **7. Summary**

A Notice of Funding Availability informs the public when the City of Melbourne's Housing and Urban Improvement Division is accepting proposals based on the priority needs identified in the five-year Consolidated Plan. Activities are then evaluated by an Evaluation Committee. The Citizens Advisory Board approves the proposed ranking order. Eligible and responsive applications are brought before City Council for final approval in a ranked order. Public hearing outreach included newspaper display ads, an agenda on the City's website, and a public notice board at City Hall, posting at public libraries, as well as direct mailings to interested parties. All City of Melbourne Council meetings are live-streamed.

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

| Agency Role        | Name           | Department/Agency          |
|--------------------|----------------|----------------------------|
| Lead Agency        | Brevard County | Housing and Human Services |
|                    |                |                            |
| CDBG Administrator | Brevard County | Housing and Human Services |
| HOME Administrator | Brevard County | Housing and Human Services |
| ESG Administrator  | N/A            | N/A                        |
|                    |                |                            |

Table 1 – Responsible Agencies

### Narrative

The Housing and Urban Improvement Division is responsible for ensuring and effectively managing grant compliance and reporting of grant funds. The Brevard County HOME Consortium is the lead agency. The Consortium members are Brevard County, City of Melbourne, Cocoa, Palm Bay, and Titusville. These units of local governments receive HOME funds through the Consortium.

### Consolidated Plan Public Contact Information

Abby Johnson, Housing and Urban Improvement Manager  
City of Melbourne  
Housing and Urban Improvement Division  
900 East Strawbridge Av.  
Melbourne, FL 32901  
(321) 608-7530

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

Organizations attended the Melbourne Citizens' Advisory Board meetings. Organizations that attended/participated included:

- Brevard Neighborhood Development Coalition (BNDC) dba Neighbor Up!
- City of Melbourne Parks and Recreation
- Club Esteem
- Greater Melbourne Police Athletic League (PAL)
- Resilience Housing
- South Brevard Women's Center
- Space Coast Center for Independent Living (dba) Resource Center for Disability Solutions
- Space Coast Habitat for Humanity
- Southern Brevard National Association for the Advancement of Colored People
- WAYS for Life

The City of Melbourne maintains a list of interested parties. Written notification is sent to the Housing Authority and the interested parties regarding the grant application process for CDBG & HOME funds. Seventy agencies and community organizations were sent a written notification. The City also advertised the availability of CDBG funds in the local newspaper and on the City's website.

Additionally, the community survey was made available on the city's website, social media, residents' utility bills, and emailed directly to non-profit businesses registered

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The 2024-2025 program year marked the end of Melbourne's Tenant-Based Rental Assistance Program (TBRA). Melbourne continues to coordinate with the Melbourne Housing Authority (MHA) on our shared goal of serving the housing needs of low-income, very low-income, and extremely low-income families and individuals within Melbourne. MHA owns and operates a few Public Housing developments within Melbourne.

The City of Melbourne supports the MHA Board in developing public housing projects and reviewing the MHA Annual Plan. The MHA Board consists of four MHA Commissioners, and one is a Melbourne resident. City of Melbourne staff reviewed and signed the MHA's Annual Plan. The MHA Annual Plan elements describe both their existing and planned new activities. The three new activities approved under the FY 2024 MHA Annual Plan include 1) Mixed Finance Modernization or Development, 2) Conversion of Public Housing to Tenant-Based Assistance, and 3) Units with approved vacancies for modernization. The City of Melbourne will continue partnering with the MHA to address affordable housing needs within the municipal boundaries.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Brevard Homeless Coalition, Inc. (BHC) acts as Brevard County's Lead Agency for the Continuum of Care. The BHC is a 501(c)(3) entity with an independent Board of Directors that represents a cross-section of advocates & supporters of ending homelessness in Brevard County. BHC Directors attend meetings of the Coalition on a routine basis. The BHC has contracted with the Department of Children and Families to provide homeless services in Brevard County. The BHC has demonstrated a robust organizational history of excellent performance and experience in fulfilling the Emergency Solutions Grant's (ESG) goals.

The BHC Coordinated Assessment process encompasses community-wide outreach, including a front-line/diversion specialist at 211 Brevard. This office provides specialized crisis response and diversion assistance to individuals & families at risk of or experiencing homelessness. Diversion assistance is provided, where appropriate. Cases that require more analysis are referred to one of three Assessment & Referral Centers located conveniently throughout the County. They use the Vulnerability Index & Service Prioritization Decision Assistance tool and may make referrals to an appropriate agency for assistance, shelter, and/or support services. All assessments are also submitted directly to the Homeless Management Information System (HMIS) as well as to the Coordinated Housing Assessment Team, which works to prioritize higher acuity households for housing interventions based on need. Housing Case Managers meet to discuss appropriate housing interventions.

The City of Melbourne will administer CDBG funding to **prevent homelessness** through the following programs during FY 2025-2026:

- The City of Melbourne Parks and Recreation reserves scholarships for homeless youth to attend City-operated summer camp programs.
- WAYS for Life-will provide support services for youth aging out of foster care and coordinate with the MHA to provide housing services to the same population.
- The Housing and Urban Improvement Division will administer the Homeowner Housing Rehabilitation Program, which assists low- and moderate-income persons to bring their homes into code compliance. This program prevents homeowners from living in unsafe, inhabitable residences.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Brevard's Continuum of Care is led by an Advisory Council, which provides oversight of the lead agency and assists in coordinating services and funding throughout the community. The City of Melbourne holds a position on the Advisory Council and works with the Lead Agency, Brevard Homeless Coalition (BHC), in their mission of making homelessness rare, brief, and non-recurring in Brevard County.

The focus of the BHC includes:

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- Increasing services needed and points of access within the community.
- Involving all agencies that utilize the Homeless Management Information System (HMIS) to ensure data quality and standardization of reporting.
- Facilitating the increased commitment from area service providers and governments.
- Increasing access to shelter beds, permanent supportive housing and affordable housing.

The BHC has close working relationships with providers of essential health services, behavioral health services, employment support, educational support for adults and children, and assistance in accessing appropriate benefits.

Provider Agencies within the CoC employ a low-barrier, client-driven "Housing First Approach". Their programs encompass outreach, shelter, homeless prevention, rapid re-housing, and permanent supportive housing through services and financial assistance.

## **2. Agencies, groups, organizations and others who participated in the process and consultations**

| Agency/Group/Organization  | Agency/Group/Organization Type | What section of the Plan was addressed by Consultation?                                                                                    | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Brevard Homeless Coalition | Services-homeless              | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Strategy | The City of Melbourne participated with the following agencies: Steadytown, Inc., Daily Bread, Family Promise of Brevard, South Brevard Sharing Center, Community of Hope, Brevard County Housing and Human Services, and more, participating in providers meetings, Board representation, ESG Task Force and CoC performance measures and standards review. Funding decisions, and policies and procedures for both the CoC and the operation and administration of HMIS are determined by the BHC board, on which the City of Melbourne holds a position. |

**Table 2 – Agencies, groups, organizations who participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

All community members, organizations, other city departments and partner agencies are invited to participate in the development of the Annual Action Plan.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

| <b>Name of Plan</b>     | <b>Lead Organization</b>   | <b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>                                                                                                                                               |
|-------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Continuum of Care (CoC) | Brevard Homeless Coalition | Through the partnerships and participation in the CoC and Advisory Council, the City aligns with Brevard County and members of the Consortium to focus collectively on housing placement and the production of new housing units. |

**Table 3 – Other local / regional / federal planning efforts**

**Narrative**

Through the partnerships and participation in the CoC and Advisory Council, the City aligns with Brevard County and members of the Consortium to focus collectively on housing placement and the production of new housing units.

## **AP-12 Participation - 91.401, 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

Outreach efforts included:

- All utility customers were provided a link to the online Melbourne Community Survey via their respective utility bills.
- Conducting citizen input meetings at an easily accessible location.
- Involving the Citizens' Advisory Board in the planning and project selection process.
- Advertising in the local newspaper.
- Reaching out to interested parties directly.
- Advertising on the City of Melbourne's website.
- Posting flyers at various community centers.

The City of Melbourne held five public meetings for the purpose of receiving citizen input on housing/non-housing projects and activities. The meetings also included a discussion on priority needs and an overview of the Request for Proposal process through which the City of Melbourne solicits funding requests for specific projects and activities addressing identified priority needs.

The City of Melbourne made every effort to broaden citizen participation to identify strengths and needs; increase the community's knowledge; establish partnerships and align resources, allowing for community endorsement and support of the Action Plan. Public notices were advertised in the newspaper, meeting notices were sent to interested parties, the Melbourne Housing Authority and community groups.

Additionally, advisory e-mails were sent to all service providers and other governmental agencies advertising the public meetings/hearings and requesting comments on the proposed Action Plan. City of Melbourne staff held public meetings to solicit community needs. Staff also discussed service needs with member agencies.



| Sort Order | Mode of Outreach | Target of Out-reach           | Summary of response/ attendance | Summary of comments received                                                                                                                                                                                      | Summary of comments not accepted and reasons | URL (If applicable)                                                                                                                                         |
|------------|------------------|-------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | Public Hearing   | Non-targeted/ broad community | 12/ 4/2024                      | Input from the Citizens' Advisory Board meeting focused on preliminary funding recommendations.                                                                                                                   | All comments were considered                 | <a href="https://melbournefl.portal.civicclerk.com/event/1556/overview">https://melbournefl.portal.civicclerk.com/event/1556/overview</a>                   |
| 2          | Public Hearing   | Non-targeted/ broad community | 01/6/2025                       | A regular Citizens' Advisory Board public meeting on 1/6/2025 to listen to the needs of the attendees. Thirteen members of the public attended the meeting, along with four board members and five staff members. | No public comments were offered.             | <a href="https://melbournefl.portal.civicclerk.com/event/1557/files/agenda/8719">https://melbournefl.portal.civicclerk.com/event/1557/files/agenda/8719</a> |
| 3          | Public Meeting   | Non-targeted/ broad community | 03/12, 14/2025                  | The Evaluation Committee met to rank and score applications.                                                                                                                                                      | No public comments were offered.             |                                                                                                                                                             |
| 4          | Public Meeting   | Non-targeted/ broad community | 04/14/2025                      | A regular Citizens' Advisory Board public meeting on 4/14/2025 to listen to the needs of the attendees. Twelve members of the public attended the meeting, along with four board members and five staff members.  | No public comments were offered.             |                                                                                                                                                             |

| Sort Order | Mode of Outreach                     | Target of Out-reach           | Summary of response/ attendance | Summary of comments received                                                                                                                            | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|--------------------------------------|-------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| 4          | Public Hearing/ City Council meeting | Non-targeted/ broad community | June 10, 2025                   | A public hearing was held on July 10, 2025, at a regular City Council meeting to discuss the funding recommendations and to comment on the Action Plan. | TBD                                          | TBD                 |

**Table 4 – Citizen Participation Outreach**

All public meetings and hearings were advertised in the local newspaper of general circulation.

## Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

### Introduction

### Anticipated Resources

| Program | Source of Funds  | Uses of Funds                                                                  | Expected Amount Available Year4 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                              |
|---------|------------------|--------------------------------------------------------------------------------|---------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                | Annual Allocation: \$           | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                                                                                                                    |
| CDBG    | public - federal | Admin and Planning, Housing, Public Facilities & Improvements, Public Services | 603,059                         | 0                  | 0                        | 603,059   | 603,059                                           | CDBG funds available for activities in Melbourne. Annual competitive application process to solicit and award funding to projects. |
| Other   | public - federal | Other                                                                          | 0                               | 0                  | 0                        | 0         | 295,191                                           | NSP funds available for activities in Melbourne. Future application process to fund housing development projects.                  |
| SHIP    | Public - State   | Housing – homeownership, rehabilitation, rental development                    | 673,159                         |                    | 232,844                  |           | 906,003                                           | SHIP funds are estimated, will not be confirmed until after 07/01/2025                                                             |
| HOME    | public - federal |                                                                                | 258,168                         |                    | 175,538                  |           | 433,703                                           | Brevard County Consortium HOME funds support Melbourne housing initiatives                                                         |

**Table 2 - Expected Resources – Priority Table**

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**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Melbourne encourages agencies that receive CDBG funding to provide private and non-federal public sources for public services and housing activities. Federal funds will leverage activities that support the preservation and production of affordable housing. The City of Melbourne continues to implement comprehensive revitalization strategies by offering programs that prioritize the construction of single- or multi-family housing and public facilities projects. The City continues efforts to leverage all funds through other federal, state, local, and private sources to address the needs identified in this Action Plan.

State Housing Initiative Partnership funds (SHIP) will be allocated to support the ongoing Homeowner Housing Rehabilitation Program. The funding is critical to the success of the program. However, at the time of this submission, the State Legislature has not completed the budget.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Melbourne provides a list of vacant, city-owned properties on its website according to Florida Statutes and will address the use of publicly owned land for the use of affordable housing on a case-by-case basis when applicable. The list is available here:

<https://www.melbourneflorida.org/Government/Departments/Community-Development/Affordable-Housing-Development>

This information is maintained as part of the City's Affordable Housing Strategy.

## Discussion

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

| Sort Order | Goal Name                                  | Start Year | End Year | Category                          | Geographic Area                                                                 | Needs Addressed                | Funding            | Goal Outcome Indicator                                                                                                                                       |
|------------|--------------------------------------------|------------|----------|-----------------------------------|---------------------------------------------------------------------------------|--------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | Public Services                            | 2022       | 2026     | Non-Housing Community Development | South Melbourne target area, Booker T. Washington target area<br>Community Wide | Public Services                | CDBG: \$90,458.85  | Public service activities other than Low/Moderate Income Housing Benefit: <b>191</b> Persons Assisted<br>Homelessness Prevention: <b>40</b> Persons Assisted |
| 2          | Public Facilities Improvements             | 2022       | 2026     | Non-Housing Community Development | North Melbourne target area                                                     | Public Facilities Improvements | CDBG: \$171,000    | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10430 Persons Assisted                                          |
| 3          | Program Administration                     | 2022       | 2026     | Program Administration            | Community Wide                                                                  | Program Administration         | CDBG: \$120,611.80 | Other: 1 Other                                                                                                                                               |
| 4          | Housing Rehabilitation (Activity Delivery) | 2022       | 2026     | Affordable Housing                | Community Wide                                                                  | Affordable Housing             | CDBG: \$89,000.00  | Homeowner Housing Rehabilitation: 2 Housing Units                                                                                                            |
| 5          | Housing Rehabilitation                     | 2022       | 2026     | Affordable Housing                | Community Wide                                                                  | Affordable Housing             | 131,998.35         | Homeowner Housing Rehabilitation: 2 Housing Units                                                                                                            |

Table 3 – Goals Summary

#### Goal Descriptions

DRAFT Annual Action Plan  
2025

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|   |                  |                                       |
|---|------------------|---------------------------------------|
| 1 | Goal Name        | Public Services                       |
|   | Goal Description |                                       |
| 2 | Goal Name        | Public Facilities Improvements        |
|   | Goal Description |                                       |
| 3 | Goal Name        | Program Administration & Fair Housing |
|   | Goal Description |                                       |
| 4 | Goal Name        | Housing Rehabilitation                |
|   | Goal Description |                                       |
| 5 | Goal Name        | Activity Delivery                     |
|   | Goal Description |                                       |

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

| # | Project Name                                |
|---|---------------------------------------------|
| 1 | Public Service Projects                     |
| 2 | Public Facility Projects                    |
| 3 | Program Administration and Fair Housing     |
| 4 | Housing Rehabilitation                      |
| 5 | Rehabilitation Specialist-Activity Delivery |

**Table 4 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The distribution of the allocation is reflective of the needs and priorities observed in the community survey. Obstacles related to the delivery of the activities are limited to the increase in materials and labor. While the anticipated allocation is an increase from the previous year, the cost burden for the delivery of outcomes continues to out pace the allocation.

## AP-38 Project Summary

### Project Summary Information

|   |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Project Name</b>                                                                            | FY 2025-2026 Program Administration and Fair Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|   | <b>Target Area</b>                                                                             | Community Wide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Goals Supported</b>                                                                         | Program Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Needs Addressed</b>                                                                         | Program Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Funding</b>                                                                                 | CDBG: \$120,611.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>Description</b>                                                                             | The City allocates investments geographically within its jurisdiction by utilizing a target area concept. This target area concept does not preclude the possibility that there will be projects selected that may operate citywide or otherwise out of the identified target areas. All assisted areas are either principally low/moderate income, determined through HUD-generated Low- and Moderate-Income Summary Data. Housing programs are available for homes owned and occupied by lower-income residents throughout the city. This also includes Fair Housing activities. |
|   | <b>Target Date</b>                                                                             | 9/30/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Program Administration benefits the entire city. The collaboration with the consortium will have a county-wide impact.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Location Description</b>                                                                    | Fair Housing and the Administration of all federal programs benefit residents citywide.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2 | <b>Planned Activities</b>                                                                      | General administration, planning, and oversight associated with the management of the Community Development Block Grant Program.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Project Name</b>                                                                            | FY 2025-2026 Housing Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | <b>Target Area</b>                                                                             | Community Wide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Goals Supported</b>                                                                         | Housing Rehabilitation and Activity Delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|   |                                                                                                |                                                                                                                                                                                                                         |
|---|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                                                      |
|   | <b>Funding</b>                                                                                 | CDBG: \$89,000                                                                                                                                                                                                          |
|   | <b>Description</b>                                                                             | CDBG funds will be used for activity delivery costs for housing inspections. The housing inspections will be for housing under the CDBG, HOME and SHIP Programs.                                                        |
|   | <b>Target Date</b>                                                                             | 9/30/2026                                                                                                                                                                                                               |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | A minimum of four households will be assisted through Activity Delivery                                                                                                                                                 |
|   | <b>Location Description</b>                                                                    | Activity Delivery is provided to assist the rehabilitation of homes city-wide.                                                                                                                                          |
|   | <b>Planned Activities</b>                                                                      | Two homes will be repaired or made code compliant during the program year. 24 CFR570.201-204                                                                                                                            |
| 3 | <b>Project Name</b>                                                                            | FY 2025-2026 Public Service Projects                                                                                                                                                                                    |
|   | <b>Target Area</b>                                                                             | Community Wide                                                                                                                                                                                                          |
|   | <b>Goals Supported</b>                                                                         | Public Services                                                                                                                                                                                                         |
|   | <b>Needs Addressed</b>                                                                         | Public Services                                                                                                                                                                                                         |
|   | <b>Funding</b>                                                                                 | CDBG: \$90,458.85                                                                                                                                                                                                       |
|   | <b>Description</b>                                                                             | Public Service activities will focus on homeless services, youth services, food pantry/community kitchen provisions, afterschool programs, young adults aging out of foster care or unstably housed and other services. |
|   | <b>Target Date</b>                                                                             | 9/30/2026                                                                                                                                                                                                               |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Low- and moderate-income families will be assisted through public service activities                                                                                                                                    |

|          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>Location Description</b> | One public service program, Brevard Neighborhood Development Coalition, will serve the Target Area named Booker T. Washington. Four organizations will offer public services to low and moderate-income clientele with citywide activities some of which extend into the South Melbourne Target area. - WAYS for Life, Greater Melbourne Police Athletic League and the City of Melbourne Parks Department. Eligibility Citation: 24 CFR Part 570.201 (e) National Objective: Low to moderate income area Matrix Code: 05D, 05W, (05S,05Q or 05Z)                                                                                                                                                                                                                                                                                                                           |
|          | <b>Planned Activities</b>   | <ul style="list-style-type: none"> <li>WAYS for Life - for young adults formerly in foster care and those experiencing homelessness, aged 15-25, will receive case management, training and housing support services</li> <li>Brevard Neighborhood Development Coalition -improve academic success, increase high school graduation, help older adolescents successfully transition into young adulthood, build character, and provide a broader, more expansive vision of what a positive, self-sufficient life can be.</li> <li>City of Melbourne Parks, Recreation and Golf - summer camp scholarships for low-income youth participating in City-sponsored summer camp programs at specific parks, one of which is in the South Target area.</li> <li>Greater Melbourne Police Athletic League - summer camp scholarships for low-income youth participating</li> </ul> |
| <b>4</b> | <b>Project Name</b>         | FY 2025-2026 Public Facility and Improvement Projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|          | <b>Target Area</b>          | South Melbourne Target Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|          | <b>Goals Supported</b>      | Public Facilities Improvements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|          | <b>Needs Addressed</b>      | Public Facilities Improvements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|          | <b>Funding</b>              | CDBG: \$171,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|          | <b>Description</b>          | Installation of lighting for the football field at Carver Park<br>Installation of sunshades at Riverview and Brothers Park                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|  |                                                                                                |                                                                                                                                                                                                                                                                    |
|--|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Target Date</b>                                                                             | 9/30/2026                                                                                                                                                                                                                                                          |
|  | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | The proposed activity will impact approximately 5,000 people as it serves an area benefit. In the South Target Area at least 51% of the residents have an aggregate income level that is less than 80% of the Palm Bay - Melbourne - Titusville Metropolitan area. |
|  | <b>Location Description</b>                                                                    | This activity will take place in the North and South Target Areas of the City of Melbourne and the activity qualifies as an area benefit as described above and according to 24 CFR §570.201(c) and §570.208 (a)(1).                                               |
|  | <b>Planned Activities</b>                                                                      | By employing CDBG funds, sunshades and lighting will be added to the parks for create a more suitable living environment.<br>Matrix code 03F                                                                                                                       |

## AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

### Geographic Distribution

Geographic areas where CDBG funding will be invested in the identified Census Tracts. Two major projects will be completed during FY25 -26 in the South Target Area– and the sun shades for both Riverview and Brothers Parks. Both projects are Low-mod area benefit projects. Also, two other public service projects are located in target areas.

Although other City programs offer assistance citywide, the majority of funds are spent within the census tracts denoted on the maps. For FY25-26, as in prior years, the HUI Division anticipates expending the majority of funds in census tracts through various public facilities & improvements, housing services, rehabilitation and public services.

#### SOUTH TARGET AREA

| CDBGUOGID | GEOID        | TRACT  | BLKGRP | LOW | LMI | LMMI | LM UNIV | LOW/MOD% |
|-----------|--------------|--------|--------|-----|-----|------|---------|----------|
| 121926    | 120090649021 | 649.02 | 1      | 335 | 385 | 485  | 515     | 74.80    |
| 121926    | 120090649022 | 649.02 | 2      | 380 | 390 | 585  | 630     | 61.90    |
| 121926    | 120090649023 | 649.02 | 3      | 370 | 400 | 430  | 560     | 71.40    |
| 121926    | 120090651241 | 651.24 | 1      | 645 | 890 | 1175 | 1190    | 74.80    |
| 121926    | 120090651242 | 651.24 | 2      | 235 | 775 | 885  | 1035    | 74.90    |

#### NORTH TARGET AREA

|        |              |        |   |     |      |      |      |       |
|--------|--------------|--------|---|-----|------|------|------|-------|
| 121926 | 120090643022 | 643.02 | 2 | 740 | 1085 | 1290 | 1350 | 80.40 |
|--------|--------------|--------|---|-----|------|------|------|-------|

### Geographic Distribution

| Target Area                      | Percentage of Funds |
|----------------------------------|---------------------|
| South Melbourne Target Area      | 60                  |
| Booker T. Washington target area | 10                  |
| Community Wide                   | 30                  |

Table 5 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

Census Tracts where 51% of the individuals meet HUD's low-to-moderate-income standards (80% or less of the area median income) are identified as target areas. Two national objectives will be met using this type of prioritization—Low Mod Clientele & Low Mod Area benefits.

### Discussion

The City concentrates on public services, public facilities improvements, housing services & rehabilitation to benefit low-to moderate-income persons.

The two designated target areas are the South & BTW Target Areas. Over 51 percent of households in these areas have incomes of no more than 80% of the area median income. Over 51 percent of CDBG and

HOME funds will be expended in the target areas. Funds are not restricted to these areas; however, other funded programs are available throughout the City for activities and households that qualify for assistance under HUD eligibility guidelines.

## Affordable Housing

### AP-55 Affordable Housing - 91.420, 91.220(g)

#### Introduction

| One Year Goals for the Number of Households to be Supported |
|-------------------------------------------------------------|
| Homeless                                                    |
| Non-Homeless                                                |
| Special-Needs                                               |
| Total                                                       |

Table 6 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through |
|---------------------------------------------------------------|
| Rental Assistance                                             |
| The Production of New Units                                   |
| Rehab of Existing Units                                       |
| Acquisition of Existing Units                                 |
| Total                                                         |

Table 7 - One Year Goals for Affordable Housing by Support Type

#### Discussion

The City of Melbourne plans to support the rehabilitation of existing units through its Homeowner Housing Rehabilitation program, which helps preserve the existing housing stock. This will be accomplished by funding the actual rehabilitation with CDBG funds as well as supporting Activity Delivery.

The City of Melbourne in partnership with the Melbourne Housing Authority, is supporting a development project which proposes to create an additional 111 units of affordable housing in the heart of the city. This project will take more than one year to complete as is it dependent on the award of Low-Income Housing Tax Credits (LIHTC).

## **AP-60 Public Housing - 91.420, 91.220(h)**

### **Introduction**

#### **Actions planned during the next year to address the needs to public housing**

Melbourne is focused on the production of affordable housing options. There is a significant gap between the need and availability of units. The Melbourne Housing Authority's conversion plan proposes to keep the properties in the Agency's name and continue to operate them as rental housing for low-income families. After conversion, eligible existing tenants will receive a voucher. Those tenants may choose to remain in their current units and use their voucher assistance for rent. Residents also have option to move and use their vouchers for another property in the private market.

#### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The Melbourne Housing Authority plans to convert its public housing to the Section 8 tenant-based rental assistance using the Housing Choice Voucher (HCV) Program. The HVC program will provide current public housing residents a Section 8 Housing Choice Voucher if eligible. The change to vouchers will make it easier for MHA to repair and improve its properties in the future and gives residents more housing choices.

#### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The corrective actions to remediate the designation have been addressed by the PHA. The actions were administrative in nature.

### **Discussion**

## **AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)**

### **Introduction**

**Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness, including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs, addressing the emergency shelter and transitional housing needs of homeless persons**

Melbourne will support efforts to reduce homelessness by supporting WAYS for Life, a public service funding subrecipient to address the needs of young people aging out of foster care. This population is often homeless, or on the verge of homelessness. The non-profit service provider will offer case management support, job training and life skills education.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Melbourne will continue to support the Brevard Homeless Coalition and joint efforts with the HOME Consortia to augment the agencies which provide the critical safety nets for families and individuals who are experiencing homelessness. Melbourne leaders serve on the board of

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

### **Discussion**

In addition to supporting the service providers, the city's Homeowner housing Rehabilitation program will prevent low-to moderate income households from becoming homeless. The program is designed to assist homeowners to bring their dwelling into code compliance. Often homes are in such disrepair, that the assistance provided most assuredly prevents homelessness

## **AP-75 Barriers to affordable housing -91.420, 91.220(j)**

### **Introduction**

The City of Melbourne has a mechanism to ensure review of all new policies, procedures, ordinances and regulations affecting the cost of housing. This review process helps to identify barriers to affordable housing before they arise.

Other actions to address barriers to affordable housing include:

- Implementation of housing assistance programs described in this Action Plan. These programs are designed to make housing more affordable, create new housing opportunities and improve access to housing for low-income persons.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Continued implementation of the following Ordinances adopted to incentivize the production of affordable housing:

- Expedited permitting is the processing of approvals of development orders or permits for affordable housing projects processed faster than other projects.
- Impact fee deferment and/or fee waivers provided for the development of affordable housing. City Code allows affordable housing projects to defer payment of transportation, water, sewer, recreation, and public facilities impact fees. The deferral amount increases based on moderate-, low-, and very low-income levels for which the housing units are provided.
- Density bonuses are provided for the development of affordable housing throughout the city in residential zoning districts. Increased density is provided in commercial and industrial districts in accordance with the Live Local Act requirements.
- The reservation of infrastructure capacity for housing for very- low-income persons, low-income persons, and moderate-income persons.
- Affordable accessory residential units. An accessory residential dwelling unit is allowed in residential zoning districts within one-acre lots. The reduction of parking and setback requirements for affordable housing.
- Setbacks are reduced for affordable housing single-family residential subdivision developments.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

- Multiple development reductions for affordable housing including setbacks, buffers, parking and unit sizes
- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs, major employment centers, and mixed-use developments.
- The City uses an online portal for permit and plan approval, EnerGov. EnerGov provides electronic access to submitting applications for review. Within the web-based portal for application submittals, one selects if they are an affordable housing project. Those affordable housing application submittals are then identified to City staff reviewers to be expedited. City staff reviewing plans and permits are responsible for expediting their review of these affordable housing developments. Application submittals for affordable housing development, whether for a building permit, site plan, subdivision plat, construction plans, or re-zoning, are all expedited reviews consistent with City policy.

## Discussion

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

The goals and activities described in the Annual Action Plan are intended to meet the needs expressed by the community, which are consistent with the five-year Consolidated Plan. The City will perform the actions further described in this section to assist income-eligible households and persons with affordable housing and social service needs.

### **Actions planned to address obstacles to meeting underserved needs**

During PY2025, the City will take the following actions:

- Leverage its financial resources to apply for additional public and private funds.
- Continue to provide funds for housing for both owner-occupied and rental units.
- Continue its support and coordinate with BHC for specific homeless activities.
- Assist residents who are at risk of becoming homeless.

### **Actions planned to foster and maintain affordable housing**

The City of Melbourne will concentrate on keeping families in their owner-occupied homes with its homeowner housing rehabilitation programs. There is a tremendous need for minor and major repairs of existing housing stock.

The City of Melbourne will continue to support homeless service providers by funding programs to assist households and prevent homelessness.

### **Actions planned to reduce lead-based paint hazards**

Melbourne has the following procedures in place to help reduce lead-based paint hazards:

A certified, licensed environmental contractor will be hired to inspect the structure, test, and prepare a professional report of the findings on all CDBG-funded housing rehabilitation projects

- When lead-based paint is identified, the homeowner will be notified, and all hazards will be remediated
- Staff attend training to identify lead-based paint hazards during inspection
- Individuals participating in the Purchase Assistance Program will be required to abide by the HUD lead-based paint regulations
- 

### **Actions planned to reduce the number of poverty-level families**

Melbourne will continue to support public service activities that offer case management to families on the cusp of homelessness, services alleviate some or all of the cost burden for childcare, youth services, or youth aging out of foster care, and public services that provide aid through housing counseling. The following programs to help reduce the number of poverty-level families:

- Homeowner Housing Rehabilitation Program.
- Activity Delivery to support the Homeowner Housing Rehabilitation.

The City of Melbourne will provide referrals to the following community-wide services and agencies that focus on poverty-level families:

- Head Start Program – Child Care Programs
- Temporary Assistance for Needy Families (TANF)
- Workforce Investment Activities
- Family Self-Sufficiency Program
- Supplemental Nutrition Assistance Program (SNAP)
- South Brevard Sharing Center

### **Actions planned to develop institutional structure**

Melbourne will continue to encourage citizen participation, to collaborate with local for-profit and non-profit organizations, to participate in the local Homeless Continuum of Care, engage and coordinate with the local housing authority, and to coordinate with members of the Brevard County HOME Consortium.

City staff play an active role in the community organizations that address the needs of persons experiencing homelessness as well as the Brevard Continuum of Care. As homelessness and housing unit shortages remain, continual collaboration of ideas, collective planning, and leveraging resources are vital to our community's success.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The Continuum of Care has established committees consisting of public and private housing and social service agencies to establish solutions to homelessness within the County. The Melbourne Housing Authority has established a bridge program between landlords and potential voucher holders for educational and practical purposes.

### **Discussion**

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|                                                                                                                                                                                               |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed                                           | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan | 0 |
| 3. The amount of surplus funds from urban renewal settlements                                                                                                                                 | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.                                                 | 0 |
| 5. The amount of income from float-funded activities                                                                                                                                          | 0 |
| Total Program Income                                                                                                                                                                          | 0 |

#### Other CDBG Requirements

|                                         |   |
|-----------------------------------------|---|
| 1. The amount of urgent need activities | 0 |
|-----------------------------------------|---|

#### HOME Investment Partnership Program (HOME)

##### Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:  
NA
2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:  
NA
3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:  
NA
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:  
NA
5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with

special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

NA

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

NA

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).





**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                       |
|--------------------------------------------|-----------------------|
| Department:                                | Community Development |
| Presenter:                                 | Abby Johnson          |
| Council District:                          | N/A                   |
| Reading Number:                            | N/A                   |
| Quasi-judicial Item (Disclosure Required): | No                    |
| Public Hearing:                            | Yes                   |
| Item Number:                               | C.21.                 |

**Subject:**

HOME Investment Partnerships Program (HOME) Substantial Amendment to the FY 2022-2023 Action Plan and approval of the FY 2025-2026 HOME Annual Action Plan.

**Background/Consideration:**

This is a request for approval of the proposed housing activities to be funded through the HOME Investment Partnerships Program (HOME) in the FY 2025-2026 Annual Action Plan, and approval of a Substantial Amendment to the FY 2022-2023 HOME Action Plan, reallocating prior year funds to support a current affordable housing project.

The Annual Action Plan and the Substantial Amendment were advertised on May 8, 2025, for public comment. A public hearing before City Council is the final step in the amendment process. The 30-day public comment period expires on June 9, 2025. No comments have been received to date.

Melbourne's total HOME allocation for FY2025-2026 is \$258,165.55. The proposed HOME Annual Action Plan funds: a 111-unit affordable housing development at \$193,626.42; the required Community Housing Development Organization (CHDO) set-aside at 15%, in the amount of \$38,725.28; and the associated administrative costs for the City of Melbourne at \$19,181.92, and Brevard County at \$6,634.93. The FBC Affordable project is the first phase of a redevelopment project at the former Florida Marketplace site, located at the corner of Hibiscus Boulevard and Babcock Street. The project is seeking Florida Housing Finance Corporation financial assistance, and it is necessary to provide a Local Government Area of Opportunity Grant totaling \$460,000.

The proposed Substantial Amendment reallocates \$175,538 in HOME funding from the FY 2022-2023 CHDO, IDIS Project #6 of the Brevard County HOME Consortium FY 2022-2027 Consolidated Plan to FY 2025-2026 Rental Development for the FBC Affordable project. Funding will be utilized to build the aforementioned apartment complex, providing affordable housing to low- to moderate-income households. The total HOME funds provided for the project will total \$369,142.42, with the remaining funds coming from a Funding Agreement between the City and the Melbourne Housing Authority in the amount of \$90,857.58.

In the event the FBC Affordable project is not awarded the anticipated Low Income Housing Tax Credits by FHFC, the \$175,538 from the 2025-2026 budget will to be awarded to the Homeowner Occupied Rehabilitation Program to assist qualified homeowners to: repair substandard homes; provide emergency repairs to correct substandard components; and provide accessibility



improvements/modifications in homes that are otherwise habitable.

The Citizens' Advisory Board approved the proposed amendments at their May 5, 2025, regular meeting.

**Fiscal/Budget Impact:**

There is no fiscal impact on the General Fund. The FY 2025-2026 HOME funding will be incorporated into the City's FY 2026 budget. The necessary administrative budget transfers discussed in the substantial amendment will be made once the final funding recipient is determined.

**Requested Action:**

- a. Approval of the proposed activities for FY 2025-2026 HOME funds and authorization for the City Manager to submit for inclusion in the Brevard County HOME Consortium's Consolidated Action Plan for FY 2025-2026;
- b. Approval of a Substantial Amendment to the FY 2022-2023 HOME Action Plan, IDIS Project #6 of the Brevard County HOME Consortium FY 2022-2027 Consolidated Plan to FY 2025-2026 HOME Action Plan and reallocation of \$175,538 to Rental Development.

## Memorandum

**To:** Jenni Lamb, City Manager  
**Thru:** Cindy Dittmer, AICP, Community Development Director  
**From:** Abby Johnson, Housing and Urban Improvement Manager  
**Date:** May 29, 2025  
**Re:** **Fiscal Year 2025-2026 HOME Investment Partnerships Action Plan Activities and Substantial Amendment to the HOME FY2022-2023 Action Plan**

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This is a request for approval of: 1) the proposed housing activities to be funded through the HOME Investment Partnerships Program (HOME) in the FY 2025-2026 Annual Action Plan; and 2) a Substantial Amendment to the FY 2022-2023 HOME Action Plan, reallocating prior year funds to support a current affordable housing project.

### **Background and Funding Overview**

The Brevard County HOME Consortium anticipates receiving \$1,075,702.31 in HOME funds from the U.S. Department of Housing and Urban Development (HUD) for FY 2025-2026. The funds are shared among five HOME Consortium members, making the City of Melbourne's allocation \$258,168.55.

Public input on the City's HOME program was solicited during a Citizens' Advisory Board (CAB) meeting on January 6, 2025. In response to a Request for Proposals, two applications were submitted by the February 15, 2025, deadline. The two housing proposals for HOME funds were from Space Coast Habitat for Humanity (Habitat) and FBC Affordable P1A, LP (FBC Affordable).

The Funding Recommendation Committee reviewed the applications on March 12 and 14, 2025. The CAB approved the committee's funding recommendations for the HOME FY 2025-2026 Annual Action Plan at its meeting on April 14, 2025.

### **FY 2025–2026 Proposed HOME Activities**

The City's FY 2025–2026 HOME funding allocation is divided into categories in accordance with federal and county requirements. These include administrative set-asides for program oversight and management, a mandatory set-aside for a Community Housing Development Organization (CHDO) project, and funding for eligible housing activities based on submitted proposals. The required set-asides are calculated as a percentage of the total allocation, with the remaining funds made available for eligible project proposals. The proposed allocation is as follows:

- **Administrative Set-Asides** - The City of Melbourne Housing and Urban Improvement Division's and Brevard County HOME Consortium Administration will receive \$19,181.92 and \$6,674.19, respectively, to support program administration, as required by federal guidelines.
- **CHDO Set-Aside** - In accordance with HOME regulations, 15% (\$38,725.28) is reserved for a qualified CHDO. No CHDO applications were received during this cycle.
- **FBC Affordable** - requested \$460,000 for a Local Government Area of Opportunity (LGAO) designation to support the development of 111 affordable housing units on the site of the former Florida Marketplace at Hibiscus Blvd. and Babcock St. This represents the first phase of a multi-phase redevelopment project that will include a mix of (35) one-, (61) two-, and (15) three-bedroom units and resident amenities. The larger project will redevelop the 30-acre site into mixed-income, affordable and workforce housing along with some commercial uses. The LGAO designation gives a project funding preference in the Florida Housing Finance Corporation (FHFC) Request for Application for Low Income Housing Tax Credits (LIHTC) from FHFC. Funding of \$193,626.42 is recommended from FY 2025–2026 Annual Action Plan. Through a Substantial Amendment, an additional \$175,538 in HOME funds will be reallocated to the proposed project, bringing the total to \$369,164.42. The balance of funding will be provided from the Melbourne Housing Authority through a Funding Agreement in the amount of \$90,857.58 to allow the City to attain the required \$460,000 amount for local contribution.
- **Alternative Use of Funds** - Should FBC Affordable not be awarded LIHTC by the FHFC, the CAB and Funding Recommendation Committee recommend reallocating \$193,626.42 to the City's existing Homeowner Occupied Rehabilitation Program. This program provides essential repairs, emergency corrections to substandard housing conditions, and accessibility improvements for eligible homeowners.
- **Space Coast Habitat for Humanity** requested \$250,000 to rehabilitate homes for six low-to-moderate income veteran and senior households living in the designated low-income neighborhoods. While not selected for funding under the current allocation, this type of activity remains eligible for future program years.

The recommended funding allocation is listed below:

| <b>Activity</b>                          | <b>Amount</b>              |
|------------------------------------------|----------------------------|
| FBC Affordable Housing Project           | \$193,626.42               |
| CHDO Set-Aside (15% Minimum)             | \$ 38,725.28               |
| City of Melbourne Administration (7.43%) | \$ 19,181.92               |
| Brevard County Administration (2.57%)    | \$ 6,634.93                |
| <b>TOTAL</b>                             | <b><u>\$258,165.55</u></b> |

| <b>Requests for FY2025-2026 HOME Funds<br/>Entitlement Funding - \$258,168.55<br/>Recommendations</b> |                         |                             |                           |
|-------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------|---------------------------|
| <b>Organization</b>                                                                                   | <b>Requested Amount</b> | <b>Staff Recommendation</b> | <b>CAB Recommendation</b> |
| Community Housing Development Organization-Mandatory 15% Set Aside (CHDO)                             | \$38,725.28             | \$38,725.28                 | \$38,725.28               |
| City of Melbourne - H&UI Division - Administration (8% maximum allowable)                             | \$19,181.92             | \$19,181.92                 | \$19,181.92               |
| FBC Affordable P1A, LP                                                                                | \$460,000.00            | \$193,626.42                | \$193,626.42              |
| Space Coast Habitat for Humanity                                                                      | \$250,000.00            | \$0                         | \$0                       |
| 2.57% Administration due to Lead Agency (Brevard County)                                              | \$6,634.93              | \$6,634.93                  | \$6,634.93                |
| <b>TOTAL HOME REQUESTS</b>                                                                            | <b>\$771,542.13</b>     | <b>\$258,168.55</b>         | <b>\$258,168.55</b>       |

### **Substantial Amendment to FY 2022–2023 Action Plan**

At its regular meeting on May 5, 2025, the Citizens' Advisory Board (CAB) recommended approval of a Substantial Amendment to the FY 2022–2023 HOME Action Plan. The recommendation included allowing staff to make necessary adjustments following the issuance of the final HOME allocation by HUD.

During the FY 2022–2023 funding cycle, no viable, eligible housing applications were received. As a result, the funds were temporarily placed in the Community Housing Development Organization (CHDO) account for use when an eligible project became available.

The proposed amendment reallocates \$175,538 in HOME funds from the FY 2022–2023 CHDO allocation (IDIS Project #6 of the Brevard County HOME Consortium FY 2022–2027 Consolidated Plan) to the FY 2025–2026 Rental Development activity for FBC Affordable P1A, LP. These funds will support the construction of a 111-unit multi-family affordable housing development.

As a contingency, the Funding Committee and CAB have recommended an alternative use of the funds should FBC Affordable P1A, LP not receive the anticipated Low-Income Housing Tax Credits (LIHTC) from the Florida Housing Finance Corporation (FHFC). In that case, the \$175,538 will be redirected to the City's existing Homeowner Housing Rehabilitation Program, which assists income-eligible homeowners by addressing

substandard housing conditions, providing emergency repairs, and implementing accessibility improvements in otherwise habitable homes.

| <b>Recommended Substantial Amendment</b> |                              |              |              |
|------------------------------------------|------------------------------|--------------|--------------|
| <b>Activity</b>                          | <b>Annual Action Plan FY</b> | <b>From</b>  | <b>To</b>    |
| CHDO                                     | FY 2022-2023                 | \$175,538.00 |              |
| FBC Affordable P1A, LP                   | FY 2025-2026                 |              | \$175,538.00 |

**Recommendation**

- a. Approval of the proposed activities for FY 2025-2026 HOME funds and authorization for the City Manager to submit for inclusion in the Brevard County HOME Consortium's Consolidated Action Plan for FY 2025-2026;
- b. Approval of a Substantial Amendment to the FY 2022-2023 HOME Action Plan, IDIS Project #6 of the Brevard County HOME Consortium FY 2022-2027 Consolidated Plan to FY 2025-2026 HOME Action Plan and reallocation of \$175,538 to Rental Development.

## Executive Summary

### AP-05 Executive Summary - 91.200(c), 91.220(b)

#### 1. Introduction

The Annual Action Plan for FY 2025-2026 describes the activities the City of Melbourne will undertake from 10/1/25-9/30/26, to address priority needs and objectives identified in the 5-year Strategic Plan, as presented in the 2022-2027 Consolidated Plan for housing and community development programs. The Brevard County HOME Consortium Consolidated Plan covers two formula grant programs funded by the U.S. Department of Housing and Urban Development (HUD): the Community Development Block Grant (CDBG) and the HOME Investment Partnerships Program (HOME). The Action Plan describes the activities undertaken with CDBG Entitlement funds granted by HUD as well as provides information on the HOME Program and State Housing Initiatives Partnership Program (SHIP) to the extent that these and other sources will address housing and community development needs during Program Year 2025.

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

##### **Priority Need 2 – Affordable Housing – Owner-Occupied Housing Rehabilitation**

**Objective** - Preservation of quality owner-occupied affordable housing that includes rehabilitation, repairs, replacement & home modifications.

**Outcome** – Affordability / Sustainability

**Specific Outcome Indicator** – Complete two homeowner-occupied housing rehabilitation projects under the supervision of the Housing Rehabilitation Inspector.

##### **Priority Need 4 - Affordable Housing - Fair Housing**

**Objective** - Melbourne collaborates with Brevard County's HOME Consortium to administer Fair Housing initiatives in concert.

**Outcome** - The Consortium recognizes that fair housing can be an issue in the area of home ownership & rental.

**Specific Outcome Indicator** - The Consortium will continue the operation of all of its housing assistance programs in a manner that encourages minorities, as well as persons with disabilities, & other members of protected classes to utilize the programs that meet their housing needs.

**Priority Need 7 - Assist Homeless & At-Risk of Homelessness**

**Objective** - Support agencies through Rapid Re-Housing, Homeless Shelter Operations Support, Case Management (public service), housing counseling, job support.

**Outcome** - Suitable Living Environment

**Specific Outcome Indicator** - Affordable Housing, Public Service Support. One agency will address these needs during the 2025-2026 Annual Action Plan: WAYS for Life, will address needs by delivering targeted services aimed at preventing and reducing homelessness among vulnerable populations.

**Priority Need 8 - Public Facilities and Improvements**

**Objective** - Public facilities include community centers, childcare facilities, park facilities, bus stop shelters & benches, senior centers, youth centers & health facilities to maintain the high quality of life in the area.

**Outcome** - Suitable Living Environment

**Specific Outcome Indicator** - Riverview Park and Brothers Park – installation of sunshades at public parks in the South Target Area.

**Priority Need 9 - Public Infrastructure Improvements**

**Objective** - Install streetlights, sidewalks, flood/drainage improvements, & improve hazardous infrastructure. Public facilities include park facilities, bus stop shelters & benches, senior centers, youth centers & health facilities to maintain the high quality of life in the community.

**Outcome** - Suitable Living Environment

**Specific Outcome Indicator** – Carver Park lighting.

**Priority Need 13 - Public Services**

**Objective** - Supportive service programs for homeless persons & those threatened with homelessness, senior programs, education programs, crime prevention, job skills, transportation services, affordable childcare, case management, food banks, parks/recreation programs, family counseling, & drug/alcohol treatment.

**Outcome** - Sustainability

**Specific Outcome Indicator**- provide public services to low- and moderate-income eligible clientele throughout the city and in target areas for services ranging from youth services, homeless services, food banks, education and job training.

**3. Evaluation of past performance**

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Melbourne, in partnership with its subgrantees, addressed several community needs during the 2024 program year, and those success stories were described in the Consolidated Annual Performance Evaluation Report (CAPER). The successes included the provision of services to the most fragile members

of the community through case management for families experiencing homelessness or at risk of it, as well as youth services for children of low- and moderate-income families. During the 2024-2025 program year, the following activities were initiated or accomplished toward the goals outlined in the 2022-2027 Consolidated Plan:

**HOME:**

- Supported the rehabilitation of single-family homes for income-qualified households.
- Create and preserve affordable housing by providing various activities related to affordable housing including rental development, which include new construction, acquisition and rehabilitation of affordable rental units.

**CDBG:**

- Supported public service organizations to carry out activities including summer camps, after-school programs, case management for teenagers and young adults aging out of foster care and meals for vulnerable persons in the South Target Area.
- Provided support for Homeowner Housing Rehabilitation by funding the Activity Delivery
- Funded the construction of a multi-modal safety pedestrian crosswalk in a target area. Construction began in August of 2024 and was substantially completed by Spring of 2025. The University Boulevard @ Grant Street Multi-Modal Safety Crossing was substantially completed during this action plan year. This project was funded through two substantial amendments and three years of CDBG allocation. It now provides an area benefit to the South Melbourne Target area, where over 51% of the residents are low-income.
- Funded the installation of new playground equipment in a park in the target north area.
- Affordable housing continues to be a high-priority need in the Melbourne area. Like most of the county, the gap between available units and incomes that can support market rents is incredibly high. Our staff will continue to provide housing-related services to help very-low to low-income people stay in safe, decent housing via the City's Homeowner Housing Rehabilitation program and housing activity delivery.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from the citizen participation section of the plan.

\* Public meetings were held on December 2, 2024, January 6, 2025, April 14, 2025, and May 5, 2025, to solicit public input regarding the proposed activities, service providers, and for the development of affordable housing. The Citizens Advisory Board hosted the public meetings along with staff. The final public hearing was held on June 10, 2025, before the Melbourne City Council. All public meetings and hearings were advertised in the local newspaper of general circulation, City website, & public libraries.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Public outreach efforts were conducted, including public meetings and one public hearing to determine housing and non-housing community development needs, pursuant to Melbourne's Citizen Participation Plan.

The City of Melbourne held a public hearing on June 10, 2025, to receive public comment. The Plan was available for a 30-day public comment period beginning May 8, 2025.

## **6. Summary of comments or views not accepted and the reasons for not accepting them**

To date no public comments have been received.

## **7. Summary**

A Notice of Funding Availability informs the public when the City of Melbourne's Housing and Urban Improvement Division is accepting proposals based on the priority needs identified in the five-year Consolidated Plan. Activities are then evaluated by an Evaluation Committee. The Citizens Advisory Board approves the proposed ranking order. Eligible and responsive applications are brought before City Council for final approval in a ranked order. Public hearing outreach included newspaper display ads, an agenda on the City's website, and a public notice board at City Hall, posting at public libraries, as well as direct mailings to interested parties. All City of Melbourne Council meetings are live-streamed.

## PR-05 Lead & Responsible Agencies - 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

| Agency Role        | Name           | Department/Agency          |
|--------------------|----------------|----------------------------|
| Lead Agency        | Brevard County | Housing and Human Services |
|                    |                |                            |
| CDBG Administrator | Brevard County | Housing and Human Services |
| HOME Administrator | Brevard County | Housing and Human Services |
| ESG Administrator  | N/A            | N/A                        |
|                    |                |                            |

Table 1 – Responsible Agencies

### Narrative

The Housing and Urban Improvement Division is responsible for ensuring and effectively managing grant compliance and reporting of grant funds. The Brevard County HOME Consortium is the lead agency. The Consortium members are Brevard County, City of Melbourne, Cocoa, Palm Bay, and Titusville. These units of local governments receive HOME funds through the Consortium.

### Consolidated Plan Public Contact Information

Abby Johnson, Housing and Urban Improvement Manager  
City of Melbourne  
Housing and Urban Improvement Division  
900 East Strawbridge Av.  
Melbourne, FL 32901  
(321) 608-7530

## **AP-10 Consultation - 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

Organizations attended the Melbourne Citizens' Advisory Board meetings. Organizations that attended/participated included:

- Brevard Neighborhood Development Coalition (BNDC) dba Neighbor Up!
- City of Melbourne Parks and Recreation
- Club Esteem
- Greater Melbourne Police Athletic League (PAL)
- Resilience Housing
- South Brevard Women's Center
- Space Coast Center for Independent Living (dba) Resource Center for Disability Solutions
- Space Coast Habitat for Humanity
- Southern Brevard National Association for the Advancement of Colored People
- WAYS for Life

The City of Melbourne maintains a list of interested parties. Written notification is sent to the Housing Authority and the interested parties regarding the grant application process for CDBG & HOME funds. Seventy agencies and community organizations were sent a written notification. The City also advertised the availability of CDBG funds in the local newspaper and on the City's website.

Additionally, the community survey was made available on the city's website, social media, residents' utility bills, and emailed directly to non-profit businesses registered

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).**

The 2024-2025 program year marked the end of Melbourne's Tenant-Based Rental Assistance Program (TBRA). Melbourne continues to coordinate with the Melbourne Housing Authority (MHA) on our shared goal of serving the housing needs of low-income, very low-income, and extremely low-income families and individuals within Melbourne. MHA owns and operates a few Public Housing developments within Melbourne.

The City of Melbourne supports the MHA Board in developing public housing projects and reviewing the MHA Annual Plan. The MHA Board consists of four MHA Commissioners, and one is a Melbourne resident. City of Melbourne staff reviewed and signed the MHA's Annual Plan. The MHA Annual Plan elements describe both their existing and planned new activities. The three new activities approved under the FY 2024 MHA Annual Plan include 1) Mixed Finance Modernization or Development, 2) Conversion of Public Housing to Tenant-Based Assistance, and 3) Units with approved vacancies for modernization. The City of Melbourne will continue partnering with the MHA to address affordable housing needs within the municipal boundaries.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Brevard Homeless Coalition, Inc. (BHC) acts as Brevard County's Lead Agency for the Continuum of Care. The BHC is a 501(c)(3) entity with an independent Board of Directors that represents a cross-section of advocates & supporters of ending homelessness in Brevard County. BHC Directors attend meetings of the Coalition on a routine basis. The BHC has contracted with the Department of Children and Families to provide homeless services in Brevard County. The BHC has demonstrated a robust organizational history of excellent performance and experience in fulfilling the Emergency Solutions Grant's (ESG) goals.

The BHC Coordinated Assessment process encompasses community-wide outreach, including a front-line/diversion specialist at 211 Brevard. This office provides specialized crisis response and diversion assistance to individuals & families at risk of or experiencing homelessness. Diversion assistance is provided, where appropriate. Cases that require more analysis are referred to one of three Assessment & Referral Centers located conveniently throughout the County. They use the Vulnerability Index & Service Prioritization Decision Assistance tool and may make referrals to an appropriate agency for assistance, shelter, and/or support services. All assessments are also submitted directly to the Homeless Management Information System (HMIS) as well as to the Coordinated Housing Assessment Team, which works to prioritize higher acuity households for housing interventions based on need. Housing Case Managers meet to discuss appropriate housing interventions.

The City of Melbourne will administer CDBG funding to **prevent homelessness** through the following programs during FY 2025-2026:

- The City of Melbourne Parks and Recreation reserves scholarships for homeless youth to attend City-operated summer camp programs.
- WAYS for Life-will provide support services for youth aging out of foster care and coordinate with the MHA to provide housing services to the same population.
- The Housing and Urban Improvement Division will administer the Homeowner Housing Rehabilitation Program, which assists low- and moderate-income persons to bring their homes into code compliance. This program prevents homeowners from living in unsafe, inhabitable residences.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Brevard's Continuum of Care is led by an Advisory Council, which provides oversight of the lead agency and assists in coordinating services and funding throughout the community. The City of Melbourne holds a position on the Advisory Council and works with the Lead Agency, Brevard Homeless Coalition (BHC), in their mission of making homelessness rare, brief, and non-recurring in Brevard County.

The focus of the BHC includes:

- Increasing services needed and points of access within the community.
- Involving all agencies that utilize the Homeless Management Information System (HMIS) to ensure data quality and standardization of reporting.
- Facilitating the increased commitment from area service providers and governments.
- Increasing access to shelter beds, permanent supportive housing and affordable housing.

The BHC has close working relationships with providers of essential health services, behavioral health services, employment support, educational support for adults and children, and assistance in accessing appropriate benefits.

Provider Agencies within the CoC employ a low-barrier, client-driven "Housing First Approach". Their programs encompass outreach, shelter, homeless prevention, rapid re-housing, and permanent supportive housing through services and financial assistance.

## **2. Agencies, groups, organizations and others who participated in the process and consultations**

| Agency/Group/Organization  | Agency/Group/Organization Type | What section of the Plan was addressed by Consultation?                                                                                    | Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Brevard Homeless Coalition | Services-homeless              | Homeless Needs - Chronically homeless<br>Homeless Needs - Families with children<br>Homelessness Needs - Veterans<br>Homelessness Strategy | The City of Melbourne participated with the following agencies: Steadytown, Inc., Daily Bread, Family Promise of Brevard, South Brevard Sharing Center, Community of Hope, Brevard County Housing and Human Services, and more, participating in providers meetings, Board representation, ESG Task Force and CoC performance measures and standards review. Funding decisions, and policies and procedures for both the CoC and the operation and administration of HMIS are determined by the BHC board, on which the City of Melbourne holds a position. |

**Table 2 – Agencies, groups, organizations who participated**

**Identify any Agency Types not consulted and provide rationale for not consulting**

All community members, organizations, other city departments and partner agencies are invited to participate in the development of the Annual Action Plan.

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

| <b>Name of Plan</b>     | <b>Lead Organization</b>   | <b>How do the goals of your Strategic Plan overlap with the goals of each plan?</b>                                                                                                                                               |
|-------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Continuum of Care (CoC) | Brevard Homeless Coalition | Through the partnerships and participation in the CoC and Advisory Council, the City aligns with Brevard County and members of the Consortium to focus collectively on housing placement and the production of new housing units. |

**Table 3 – Other local / regional / federal planning efforts**

**Narrative**

Through the partnerships and participation in the CoC and Advisory Council, the City aligns with Brevard County and members of the Consortium to focus collectively on housing placement and the production of new housing units.

## **AP-12 Participation - 91.401, 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

Outreach efforts included:

- All utility customers were provided a link to the online Melbourne Community Survey via their respective utility bills.
- Conducting citizen input meetings at an easily accessible location.
- Involving the Citizens' Advisory Board in the planning and project selection process.
- Advertising in the local newspaper.
- Reaching out to interested parties directly.
- Advertising on the City of Melbourne's website.
- Posting flyers at various community centers.

The City of Melbourne held five public meetings for the purpose of receiving citizen input on housing/non-housing projects and activities. The meetings also included a discussion on priority needs and an overview of the Request for Proposal process through which the City of Melbourne solicits funding requests for specific projects and activities addressing identified priority needs.

The City of Melbourne made every effort to broaden citizen participation to identify strengths and needs; increase the community's knowledge; establish partnerships and align resources, allowing for community endorsement and support of the Action Plan. Public notices were advertised in the newspaper, meeting notices were sent to interested parties, the Melbourne Housing Authority and community groups.

Additionally, advisory e-mails were sent to all service providers and other governmental agencies advertising the public meetings/hearings and requesting comments on the proposed Action Plan. City of Melbourne staff held public meetings to solicit community needs. Staff also discussed service needs with member agencies.



| Sort Order | Mode of Outreach | Target of Out-reach           | Summary of response/ attendance | Summary of comments received                                                                                                                                                                                      | Summary of comments not accepted and reasons | URL (If applicable)                                                                                                                                         |
|------------|------------------|-------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | Public Hearing   | Non-targeted/ broad community | 12/ 4/2024                      | Input from the Citizens' Advisory Board meeting focused on preliminary funding recommendations.                                                                                                                   | All comments were considered                 | <a href="https://melbournefl.portal.civicclerk.com/event/1556/overview">https://melbournefl.portal.civicclerk.com/event/1556/overview</a>                   |
| 2          | Public Hearing   | Non-targeted/ broad community | 01/6/2025                       | A regular Citizens' Advisory Board public meeting on 1/6/2025 to listen to the needs of the attendees. Thirteen members of the public attended the meeting, along with four board members and five staff members. | No public comments were offered.             | <a href="https://melbournefl.portal.civicclerk.com/event/1557/files/agenda/8719">https://melbournefl.portal.civicclerk.com/event/1557/files/agenda/8719</a> |
| 3          | Public Meeting   | Non-targeted/ broad community | 03/12, 14/2025                  | The Evaluation Committee met to rank and score applications.                                                                                                                                                      | No public comments were offered.             |                                                                                                                                                             |
| 4          | Public Meeting   | Non-targeted/ broad community | 04/14/2025                      | A regular Citizens' Advisory Board public meeting on 4/14/2025 to listen to the needs of the attendees. Twelve members of the public attended the meeting, along with four board members and five staff members.  | No public comments were offered.             |                                                                                                                                                             |

| Sort Order | Mode of Outreach                     | Target of Out-reach           | Summary of response/ attendance | Summary of comments received                                                                                                                            | Summary of comments not accepted and reasons | URL (If applicable) |
|------------|--------------------------------------|-------------------------------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------|
| 4          | Public Hearing/ City Council meeting | Non-targeted/ broad community | June 10, 2025                   | A public hearing was held on July 10, 2025, at a regular City Council meeting to discuss the funding recommendations and to comment on the Action Plan. | TBD                                          | TBD                 |

**Table 4 – Citizen Participation Outreach**

All public meetings and hearings were advertised in the local newspaper of general circulation.

## Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

### Introduction

### Anticipated Resources

| Program | Source of Funds  | Uses of Funds                                                                  | Expected Amount Available Year4 |                    |                          |           | Expected Amount Available Remainder of ConPlan \$ | Narrative Description                                                                                                              |
|---------|------------------|--------------------------------------------------------------------------------|---------------------------------|--------------------|--------------------------|-----------|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
|         |                  |                                                                                | Annual Allocation: \$           | Program Income: \$ | Prior Year Resources: \$ | Total: \$ |                                                   |                                                                                                                                    |
| CDBG    | public - federal | Admin and Planning, Housing, Public Facilities & Improvements, Public Services | 603,059                         | 0                  | 0                        | 603,059   | 603,059                                           | CDBG funds available for activities in Melbourne. Annual competitive application process to solicit and award funding to projects. |
| Other   | public - federal | Other                                                                          | 0                               | 0                  | 0                        | 0         | 295,191                                           | NSP funds available for activities in Melbourne. Future application process to fund housing development projects.                  |
| SHIP    | Public - State   | Housing – homeownership, rehabilitation, rental development                    | 673,159                         |                    | 232,844                  |           | 906,003                                           | SHIP funds are estimated, will not be confirmed until after 07/01/2025                                                             |
| HOME    | public - federal |                                                                                | 258,168                         |                    | 175,538                  |           | 433,703                                           | Brevard County Consortium HOME funds support Melbourne housing initiatives                                                         |

**Table 2 - Expected Resources – Priority Table**

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**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City of Melbourne encourages agencies that receive CDBG funding to provide private and non-federal public sources for public services and housing activities. Federal funds will leverage activities that support the preservation and production of affordable housing. The City of Melbourne continues to implement comprehensive revitalization strategies by offering programs that prioritize the construction of single- or multi-family housing and public facilities projects. The City continues efforts to leverage all funds through other federal, state, local, and private sources to address the needs identified in this Action Plan.

State Housing Initiative Partnership funds (SHIP) will be allocated to support the ongoing Homeowner Housing Rehabilitation Program. The funding is critical to the success of the program. However, at the time of this submission, the State Legislature has not completed the budget.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City of Melbourne provides a list of vacant, city-owned properties on its website according to Florida Statutes and will address the use of publicly owned land for the use of affordable housing on a case-by-case basis when applicable. The list is available here:

<https://www.melbourneflorida.org/Government/Departments/Community-Development/Affordable-Housing-Development>

This information is maintained as part of the City's Affordable Housing Strategy.

## Discussion

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

#### Goals Summary Information

| Sort Order | Goal Name                                  | Start Year | End Year | Category                          | Geographic Area                                                                 | Needs Addressed                | Funding            | Goal Outcome Indicator                                                                                                                                       |
|------------|--------------------------------------------|------------|----------|-----------------------------------|---------------------------------------------------------------------------------|--------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1          | Public Services                            | 2022       | 2026     | Non-Housing Community Development | South Melbourne target area, Booker T. Washington target area<br>Community Wide | Public Services                | CDBG: \$90,458.85  | Public service activities other than Low/Moderate Income Housing Benefit: <b>191</b> Persons Assisted<br>Homelessness Prevention: <b>40</b> Persons Assisted |
| 2          | Public Facilities Improvements             | 2022       | 2026     | Non-Housing Community Development | North Melbourne target area                                                     | Public Facilities Improvements | CDBG: \$171,000    | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 10430 Persons Assisted                                          |
| 3          | Program Administration                     | 2022       | 2026     | Program Administration            | Community Wide                                                                  | Program Administration         | CDBG: \$120,611.80 | Other: 1 Other                                                                                                                                               |
| 4          | Housing Rehabilitation (Activity Delivery) | 2022       | 2026     | Affordable Housing                | Community Wide                                                                  | Affordable Housing             | CDBG: \$89,000.00  | Homeowner Housing Rehabilitation: 2 Housing Units                                                                                                            |
| 5          | Housing Rehabilitation                     | 2022       | 2026     | Affordable Housing                | Community Wide                                                                  | Affordable Housing             | 131,998.35         | Homeowner Housing Rehabilitation: <b>2</b> Housing Units                                                                                                     |

Table 3 – Goals Summary

#### Goal Descriptions

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|   |                  |                                       |
|---|------------------|---------------------------------------|
| 1 | Goal Name        | Public Services                       |
|   | Goal Description |                                       |
| 2 | Goal Name        | Public Facilities Improvements        |
|   | Goal Description |                                       |
| 3 | Goal Name        | Program Administration & Fair Housing |
|   | Goal Description |                                       |
| 4 | Goal Name        | Housing Rehabilitation                |
|   | Goal Description |                                       |
| 5 | Goal Name        | Activity Delivery                     |
|   | Goal Description |                                       |

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

| # | Project Name                                |
|---|---------------------------------------------|
| 1 | Public Service Projects                     |
| 2 | Public Facility Projects                    |
| 3 | Program Administration and Fair Housing     |
| 4 | Housing Rehabilitation                      |
| 5 | Rehabilitation Specialist-Activity Delivery |

**Table 4 – Project Information**

### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The distribution of the allocation is reflective of the needs and priorities observed in the community survey. Obstacles related to the delivery of the activities are limited to the increase in materials and labor. While the anticipated allocation is an increase from the previous year, the cost burden for the delivery of outcomes continues to out pace the allocation.

## AP-38 Project Summary

### Project Summary Information

|   |                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Project Name</b>                                                                            | FY 2025-2026 Program Administration and Fair Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|   | <b>Target Area</b>                                                                             | Community Wide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Goals Supported</b>                                                                         | Program Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Needs Addressed</b>                                                                         | Program Administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Funding</b>                                                                                 | CDBG: \$120,611.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | <b>Description</b>                                                                             | The City allocates investments geographically within its jurisdiction by utilizing a target area concept. This target area concept does not preclude the possibility that there will be projects selected that may operate citywide or otherwise out of the identified target areas. All assisted areas are either principally low/moderate income, determined through HUD-generated Low- and Moderate-Income Summary Data. Housing programs are available for homes owned and occupied by lower-income residents throughout the city. This also includes Fair Housing activities. |
|   | <b>Target Date</b>                                                                             | 9/30/2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Program Administration benefits the entire city. The collaboration with the consortium will have a county-wide impact.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|   | <b>Location Description</b>                                                                    | Fair Housing and the Administration of all federal programs benefit residents citywide.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2 | <b>Planned Activities</b>                                                                      | General administration, planning, and oversight associated with the management of the Community Development Block Grant Program.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | <b>Project Name</b>                                                                            | FY 2025-2026 Housing Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | <b>Target Area</b>                                                                             | Community Wide                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <b>Goals Supported</b>                                                                         | Housing Rehabilitation and Activity Delivery                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|   |                                                                                                |                                                                                                                                                                                                                         |
|---|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Needs Addressed</b>                                                                         | Affordable Housing                                                                                                                                                                                                      |
|   | <b>Funding</b>                                                                                 | CDBG: \$89,000                                                                                                                                                                                                          |
|   | <b>Description</b>                                                                             | CDBG funds will be used for activity delivery costs for housing inspections. The housing inspections will be for housing under the CDBG, HOME and SHIP Programs.                                                        |
|   | <b>Target Date</b>                                                                             | 9/30/2026                                                                                                                                                                                                               |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | A minimum of four households will be assisted through Activity Delivery                                                                                                                                                 |
|   | <b>Location Description</b>                                                                    | Activity Delivery is provided to assist the rehabilitation of homes city-wide.                                                                                                                                          |
|   | <b>Planned Activities</b>                                                                      | Two homes will be repaired or made code compliant during the program year. 24 CFR570.201-204                                                                                                                            |
| 3 | <b>Project Name</b>                                                                            | FY 2025-2026 Public Service Projects                                                                                                                                                                                    |
|   | <b>Target Area</b>                                                                             | Community Wide                                                                                                                                                                                                          |
|   | <b>Goals Supported</b>                                                                         | Public Services                                                                                                                                                                                                         |
|   | <b>Needs Addressed</b>                                                                         | Public Services                                                                                                                                                                                                         |
|   | <b>Funding</b>                                                                                 | CDBG: \$90,458.85                                                                                                                                                                                                       |
|   | <b>Description</b>                                                                             | Public Service activities will focus on homeless services, youth services, food pantry/community kitchen provisions, afterschool programs, young adults aging out of foster care or unstably housed and other services. |
|   | <b>Target Date</b>                                                                             | 9/30/2026                                                                                                                                                                                                               |
|   | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | Low- and moderate-income families will be assisted through public service activities                                                                                                                                    |

|          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>Location Description</b> | One public service program, Brevard Neighborhood Development Coalition, will serve the Target Area named Booker T. Washington. Four organizations will offer public services to low and moderate-income clientele with citywide activities some of which extend into the South Melbourne Target area. - WAYS for Life, Greater Melbourne Police Athletic League and the City of Melbourne Parks Department. Eligibility Citation: 24 CFR Part 570.201 (e) National Objective: Low to moderate income area Matrix Code: 05D, 05W, (05S,05Q or 05Z)                                                                                                                                                                                                                                                                                                                           |
|          | <b>Planned Activities</b>   | <ul style="list-style-type: none"> <li>WAYS for Life - for young adults formerly in foster care and those experiencing homelessness, aged 15-25, will receive case management, training and housing support services</li> <li>Brevard Neighborhood Development Coalition -improve academic success, increase high school graduation, help older adolescents successfully transition into young adulthood, build character, and provide a broader, more expansive vision of what a positive, self-sufficient life can be.</li> <li>City of Melbourne Parks, Recreation and Golf - summer camp scholarships for low-income youth participating in City-sponsored summer camp programs at specific parks, one of which is in the South Target area.</li> <li>Greater Melbourne Police Athletic League - summer camp scholarships for low-income youth participating</li> </ul> |
| <b>4</b> | <b>Project Name</b>         | FY 2025-2026 Public Facility and Improvement Projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|          | <b>Target Area</b>          | South Melbourne Target Area                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|          | <b>Goals Supported</b>      | Public Facilities Improvements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|          | <b>Needs Addressed</b>      | Public Facilities Improvements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|          | <b>Funding</b>              | CDBG: \$171,000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|          | <b>Description</b>          | Installation of lighting for the football field at Carver Park<br>Installation of sunshades at Riverview and Brothers Park                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|  |                                                                                                |                                                                                                                                                                                                                                                                    |
|--|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Target Date</b>                                                                             | 9/30/2026                                                                                                                                                                                                                                                          |
|  | <b>Estimate the number and type of families that will benefit from the proposed activities</b> | The proposed activity will impact approximately 5,000 people as it serves an area benefit. In the South Target Area at least 51% of the residents have an aggregate income level that is less than 80% of the Palm Bay - Melbourne - Titusville Metropolitan area. |
|  | <b>Location Description</b>                                                                    | This activity will take place in the North and South Target Areas of the City of Melbourne and the activity qualifies as an area benefit as described above and according to 24 CFR §570.201(c) and §570.208 (a)(1).                                               |
|  | <b>Planned Activities</b>                                                                      | By employing CDBG funds, sunshades and lighting will be added to the parks for create a more suitable living environment.<br>Matrix code 03F                                                                                                                       |

## AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

### Geographic Distribution

Geographic areas where CDBG funding will be invested in the identified Census Tracts. Two major projects will be completed during FY25 -26 in the South Target Area– and the sun shades for both Riverview and Brothers Parks. Both projects are Low-mod area benefit projects. Also, two other public service projects are located in target areas.

Although other City programs offer assistance citywide, the majority of funds are spent within the census tracts denoted on the maps. For FY25-26, as in prior years, the HUI Division anticipates expending the majority of funds in census tracts through various public facilities & improvements, housing services, rehabilitation and public services.

#### SOUTH TARGET AREA

| CDBGUOGID | GEOID        | TRACT  | BLKGRP | LOW | LMI | LMMI | LM UNIV | LOW/MOD% |
|-----------|--------------|--------|--------|-----|-----|------|---------|----------|
| 121926    | 120090649021 | 649.02 | 1      | 335 | 385 | 485  | 515     | 74.80    |
| 121926    | 120090649022 | 649.02 | 2      | 380 | 390 | 585  | 630     | 61.90    |
| 121926    | 120090649023 | 649.02 | 3      | 370 | 400 | 430  | 560     | 71.40    |
| 121926    | 120090651241 | 651.24 | 1      | 645 | 890 | 1175 | 1190    | 74.80    |
| 121926    | 120090651242 | 651.24 | 2      | 235 | 775 | 885  | 1035    | 74.90    |

#### NORTH TARGET AREA

|        |              |        |   |     |      |      |      |       |
|--------|--------------|--------|---|-----|------|------|------|-------|
| 121926 | 120090643022 | 643.02 | 2 | 740 | 1085 | 1290 | 1350 | 80.40 |
|--------|--------------|--------|---|-----|------|------|------|-------|

### Geographic Distribution

| Target Area                      | Percentage of Funds |
|----------------------------------|---------------------|
| South Melbourne Target Area      | 60                  |
| Booker T. Washington target area | 10                  |
| Community Wide                   | 30                  |

Table 5 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

Census Tracts where 51% of the individuals meet HUD's low-to-moderate-income standards (80% or less of the area median income) are identified as target areas. Two national objectives will be met using this type of prioritization—Low Mod Clientele & Low Mod Area benefits.

### Discussion

The City concentrates on public services, public facilities improvements, housing services & rehabilitation to benefit low-to moderate-income persons.

The two designated target areas are the South & BTW Target Areas. Over 51 percent of households in these areas have incomes of no more than 80% of the area median income. Over 51 percent of CDBG and

HOME funds will be expended in the target areas. Funds are not restricted to these areas; however, other funded programs are available throughout the City for activities and households that qualify for assistance under HUD eligibility guidelines.

## Affordable Housing

### AP-55 Affordable Housing - 91.420, 91.220(g)

#### Introduction

| One Year Goals for the Number of Households to be Supported |
|-------------------------------------------------------------|
| Homeless                                                    |
| Non-Homeless                                                |
| Special-Needs                                               |
| Total                                                       |

Table 6 - One Year Goals for Affordable Housing by Support Requirement

| One Year Goals for the Number of Households Supported Through |
|---------------------------------------------------------------|
| Rental Assistance                                             |
| The Production of New Units                                   |
| Rehab of Existing Units                                       |
| Acquisition of Existing Units                                 |
| Total                                                         |

Table 7 - One Year Goals for Affordable Housing by Support Type

#### Discussion

The City of Melbourne plans to support the rehabilitation of existing units through its Homeowner Housing Rehabilitation program, which helps preserve the existing housing stock. This will be accomplished by funding the actual rehabilitation with CDBG funds as well as supporting Activity Delivery.

The City of Melbourne in partnership with the Melbourne Housing Authority, is supporting a development project which proposes to create an additional 111 units of affordable housing in the heart of the city. This project will take more than one year to complete as is it dependent on the award of Low-Income Housing Tax Credits (LIHTC).

## **AP-60 Public Housing - 91.420, 91.220(h)**

### **Introduction**

#### **Actions planned during the next year to address the needs to public housing**

Melbourne is focused on the production of affordable housing options. There is a significant gap between the need and availability of units. The Melbourne Housing Authority's conversion plan proposes to keep the properties in the Agency's name and continue to operate them as rental housing for low-income families. After conversion, eligible existing tenants will receive a voucher. Those tenants may choose to remain in their current units and use their voucher assistance for rent. Residents also have option to move and use their vouchers for another property in the private market.

#### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The Melbourne Housing Authority plans to convert its public housing to the Section 8 tenant-based rental assistance using the Housing Choice Voucher (HCV) Program. The HVC program will provide current public housing residents a Section 8 Housing Choice Voucher if eligible. The change to vouchers will make it easier for MHA to repair and improve its properties in the future and gives residents more housing choices.

#### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

The corrective actions to remediate the designation have been addressed by the PHA. The actions were administrative in nature.

### **Discussion**

## **AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)**

### **Introduction**

**Describe the jurisdiction's one-year goals and actions for reducing and ending homelessness, including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs, addressing the emergency shelter and transitional housing needs of homeless persons**

Melbourne will support efforts to reduce homelessness by supporting WAYS for Life, a public service funding subrecipient to address the needs of young people aging out of foster care. This population is often homeless, or on the verge of homelessness. The non-profit service provider will offer case management support, job training and life skills education.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Melbourne will continue to support the Brevard Homeless Coalition and joint efforts with the HOME Consortia to augment the agencies which provide the critical safety nets for families and individuals who are experiencing homelessness. Melbourne leaders serve on the board of

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

### **Discussion**

In addition to supporting the service providers, the city's Homeowner housing Rehabilitation program will prevent low-to moderate income households from becoming homeless. The program is designed to assist homeowners to bring their dwelling into code compliance. Often homes are in such disrepair, that the assistance provided most assuredly prevents homelessness

## **AP-75 Barriers to affordable housing -91.420, 91.220(j)**

### **Introduction**

The City of Melbourne has a mechanism to ensure review of all new policies, procedures, ordinances and regulations affecting the cost of housing. This review process helps to identify barriers to affordable housing before they arise.

Other actions to address barriers to affordable housing include:

- Implementation of housing assistance programs described in this Action Plan. These programs are designed to make housing more affordable, create new housing opportunities and improve access to housing for low-income persons.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Continued implementation of the following Ordinances adopted to incentivize the production of affordable housing:

- Expedited permitting is the processing of approvals of development orders or permits for affordable housing projects processed faster than other projects.
- Impact fee deferment and/or fee waivers provided for the development of affordable housing. City Code allows affordable housing projects to defer payment of transportation, water, sewer, recreation, and public facilities impact fees. The deferral amount increases based on moderate-, low-, and very low-income levels for which the housing units are provided.
- Density bonuses are provided for the development of affordable housing throughout the city in residential zoning districts. Increased density is provided in commercial and industrial districts in accordance with the Live Local Act requirements.
- The reservation of infrastructure capacity for housing for very- low-income persons, low-income persons, and moderate-income persons.
- Affordable accessory residential units. An accessory residential dwelling unit is allowed in residential zoning districts within one-acre lots. The reduction of parking and setback requirements for affordable housing.
- Setbacks are reduced for affordable housing single-family residential subdivision developments.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

- Multiple development reductions for affordable housing including setbacks, buffers, parking and unit sizes
- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs, major employment centers, and mixed-use developments.
- The City uses an online portal for permit and plan approval, EnerGov. EnerGov provides electronic access to submitting applications for review. Within the web-based portal for application submittals, one selects if they are an affordable housing project. Those affordable housing application submittals are then identified to City staff reviewers to be expedited. City staff reviewing plans and permits are responsible for expediting their review of these affordable housing developments. Application submittals for affordable housing development, whether for a building permit, site plan, subdivision plat, construction plans, or re-zoning, are all expedited reviews consistent with City policy.

## Discussion

## **AP-85 Other Actions - 91.420, 91.220(k)**

### **Introduction**

The goals and activities described in the Annual Action Plan are intended to meet the needs expressed by the community, which are consistent with the five-year Consolidated Plan. The City will perform the actions further described in this section to assist income-eligible households and persons with affordable housing and social service needs.

### **Actions planned to address obstacles to meeting underserved needs**

During PY2025, the City will take the following actions:

- Leverage its financial resources to apply for additional public and private funds.
- Continue to provide funds for housing for both owner-occupied and rental units.
- Continue its support and coordinate with BHC for specific homeless activities.
- Assist residents who are at risk of becoming homeless.

### **Actions planned to foster and maintain affordable housing**

The City of Melbourne will concentrate on keeping families in their owner-occupied homes with its homeowner housing rehabilitation programs. There is a tremendous need for minor and major repairs of existing housing stock.

The City of Melbourne will continue to support homeless service providers by funding programs to assist households and prevent homelessness.

### **Actions planned to reduce lead-based paint hazards**

Melbourne has the following procedures in place to help reduce lead-based paint hazards:

A certified, licensed environmental contractor will be hired to inspect the structure, test, and prepare a professional report of the findings on all CDBG-funded housing rehabilitation projects

- When lead-based paint is identified, the homeowner will be notified, and all hazards will be remediated
- Staff attend training to identify lead-based paint hazards during inspection
- Individuals participating in the Purchase Assistance Program will be required to abide by the HUD lead-based paint regulations
- 

### **Actions planned to reduce the number of poverty-level families**

Melbourne will continue to support public service activities that offer case management to families on the cusp of homelessness, services alleviate some or all of the cost burden for childcare, youth services, or youth aging out of foster care, and public services that provide aid through housing counseling. The following programs to help reduce the number of poverty-level families:

- Homeowner Housing Rehabilitation Program.
- Activity Delivery to support the Homeowner Housing Rehabilitation.

The City of Melbourne will provide referrals to the following community-wide services and agencies that focus on poverty-level families:

- Head Start Program – Child Care Programs
- Temporary Assistance for Needy Families (TANF)
- Workforce Investment Activities
- Family Self-Sufficiency Program
- Supplemental Nutrition Assistance Program (SNAP)
- South Brevard Sharing Center

### **Actions planned to develop institutional structure**

Melbourne will continue to encourage citizen participation, to collaborate with local for-profit and non-profit organizations, to participate in the local Homeless Continuum of Care, engage and coordinate with the local housing authority, and to coordinate with members of the Brevard County HOME Consortium.

City staff play an active role in the community organizations that address the needs of persons experiencing homelessness as well as the Brevard Continuum of Care. As homelessness and housing unit shortages remain, continual collaboration of ideas, collective planning, and leveraging resources are vital to our community's success.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The Continuum of Care has established committees consisting of public and private housing and social service agencies to establish solutions to homelessness within the County. The Melbourne Housing Authority has established a bridge program between landlords and potential voucher holders for educational and practical purposes.

### **Discussion**

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

|                                                                                                                                                                                               |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed                                           | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan | 0 |
| 3. The amount of surplus funds from urban renewal settlements                                                                                                                                 | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.                                                 | 0 |
| 5. The amount of income from float-funded activities                                                                                                                                          | 0 |
| Total Program Income                                                                                                                                                                          | 0 |

#### Other CDBG Requirements

|                                         |   |
|-----------------------------------------|---|
| 1. The amount of urgent need activities | 0 |
|-----------------------------------------|---|

#### HOME Investment Partnership Program (HOME)

##### Reference 24 CFR 91.220(I)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:  
NA
2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:  
NA
3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:  
NA
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:  
NA
5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with

special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

NA

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

NA

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).





**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                       |
|--------------------------------------------|-----------------------|
| Department:                                | Community Development |
| Presenter:                                 | Abby Johnson          |
| Council District:                          | N/A                   |
| Reading Number:                            | N/A                   |
| Quasi-judicial Item (Disclosure Required): | No                    |
| Public Hearing:                            | Yes                   |
| Item Number:                               | C.22.                 |

**Subject:**

Funding Agreement with the Melbourne Housing Authority for the development of affordable housing in partnership with FBC Affordable P1A, LP (FBC Affordable).

**Background/Consideration:**

This is a request for approval of a Funding Agreement between the City of Melbourne and Melbourne Housing Authority to assist in funding the Local Government contribution for a proposed affordable housing development that is seeking Florida Housing Finance Corporation (FHFC) financial assistance.

FBC Affordable proposes to construct 111 units of affordable housing. In February of 2025, FBC Affordable applied for \$460,000 in HOME Investment Partnerships Funds (HOME) to meet the requirement for a Local Government Contribution of the FHFC to be considered a competitive applicant for 9% Low Income Housing Tax Credits (LIHTC). Through the HOME FY 2025-2026 Action Plan and the FY 2022-2023 substantial amendment, staff will seek City Council approval to fund this project in the amount of \$369,142.42. The remaining \$90,857.58 will be contributed by the Melbourne Housing Authority (MHA) to attain the FHFC required \$460,000.00.

The MHA's mission is to provide and develop quality affordable housing opportunities for individuals and families while promoting self-sufficiency and neighborhood revitalization for the benefit of the local community. Both the City and the MHA agree there is a significant need for increased housing opportunities for Melbourne residents of low- to moderate-income.

The agreement between the City and MHA shall become null and void in the event FBC Affordable is not awarded and has not closed on 9% LIHTC funds in response to RFA 2025-201 by the award date established by the FHFC.

**Fiscal/Budget Impact:**

The contribution from Melbourne Housing Authority will be utilized to provide the local government contribution to FBC Affordable, if and when funded by FHFC. If the project is funded by FHFC, a budget resolution will be brought to Council in the future for appropriation.

**Requested Action:**

Approval of the Funding Agreement between the City of Melbourne and the Melbourne Housing Authority for \$90,857.58.

**FUNDING AGREEMENT BETWEEN THE MELBOURNE HOUSING  
AUTHORITY AND THE CITY OF MELBOURNE, FLORIDA  
FOR  
LGAO COMMITMENT USING HOME INVESTMENT PARTNERSHIP PROGRAM  
FUNDS AND SUPPLEMENTAL FUNDS**

**THIS FUNDING AGREEMENT** is made by and between The Melbourne Housing Authority, a public body corporate and politic and an independent special district of the State of Florida pursuant to Section 421 of the State of Florida Statutes (hereinafter "MHA") and the City of Melbourne, a political subdivision of the State of Florida (hereinafter the "CITY") (each individually a "Party" and collectively "the Parties").

**WITNESSETH**

**WHEREAS**, the National Affordable Housing Act of 1990, as amended from time to time, authorized the HOME Investment Partnerships Program (hereinafter referred to as "HOME Program") to provide financial assistance through the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") to local governments for the production of affordable housing; and

**WHEREAS**, Brevard County, the City of Melbourne, the City of Cocoa, the City of Titusville, and the City of Palm Bay, have entered into an agreement to form a Consortium to obtain funding through the HOME Program to provide affordable housing and subsequent monitoring for its residents; and

**WHEREAS**, pursuant to the Consortium Interlocal, the CITY and Brevard County enter into a disbursement agreement which is renewed annually, allocating HOME funds to the CITY and

**WHEREAS**, the CITY conducted a publicly noticed meeting on January 6, 2025, soliciting projects and partners with eligible needs which might be satisfied through the award of such funding; and

**WHEREAS**, the CITY has recommended the Project by public scoring process and, as further recommended by the Melbourne Citizens' Advisory Board, and approved by the Melbourne City Council on June 10, 2025 those certain available HOME funds to various qualified applicants, including PMG Affordable, LLC a/k/a FBC Affordable P1A, LP(hereinafter, "PMGA"), with award in the amount of \$369,142.42 (USD) through a subsequent funding agreement between the City and PMG Affordable, LLC; and

**WHEREAS**, PMGA submitted an application requesting \$460,000 (USD), the minimum requirement to satisfy the Local Government Areas of Opportunity ("LGAO") threshold for competitive 9% Low Income Housing Tax Credits (LIHTC) funding as

administered by the Florida Housing Finance Corporation ("FHFC"), for a project currently known as FBC Affordable P1A located at 1450 S. Babcock Street, Melbourne, FL 32901 (hereinafter the "Project") which shall provide one hundred eleven (111) affordable residential units along with commercial/retail component serving individuals and families in the greater Melbourne, Florida, Brevard County area; and

**WHEREAS**, the maximum amount of the available HOME funds for FY 2025-26 that can be contributed by the CITY to the subject Project is \$369,142.42 (USD) precipitating a shortfall in the amount of \$90,857.58 (USD) in order to meet the LGAO contribution threshold of \$460,000 (USD) required for 9% LIHTC Request For Applications (RFA) 2025-201 application; and

**WHEREAS**, in accordance with MHA's mission to provide and develop quality affordable housing opportunities for individuals and families while promoting self-sufficiency and neighborhood revitalization for the benefit of the local community, MHA hereby agrees to contribute, using available unrestricted, non-federal funds, an amount of \$90,857.58 (USD) ("MHA Contribution") in order to cover the projected shortfall in CITY HOME fund contribution as outlined herein above in order to meet the minimum LGAO commitment threshold as required for PMGA's 9% LIHTC application specifically in response to RFA 2025-201; and

**WHEREAS**, such 9% LIHTC application requires that the "Florida Housing Finance Corporation Local Government Area of Opportunity Funding Form" be completed, executed and included as a part of the Application, it being understood that deployment of LGAO funds will not be required until after such time the 9% LIHTC award is closed and the Project commences. A copy of the LGAO Form is attached hereto and incorporated by reference as Attachment A; and

**NOW, THEREFORE**, the parties further agree as follows:

1. **Recitals:**

The recitals contained above are true and correct and form a factual basis for the parties entering into this Interlocal Agreement.

2. **Scope:**

This Funding Agreement specifically pertains to assembling and providing the necessary minimum LGAO funds commitment required to meet scoring and/or underwriting enhancement thresholds in order for PMGA to participate in FHFC 9% LIHTC RFA 2025-201 application for the development and construction of the project known as FBC Affordable P1A located at 1450 S. Babcock Street, Melbourne, Florida, for the development and construction of one hundred eleven (111) new affordable housing units along with a commercial/retail component for

Page 2 of 7

the benefit of income-eligible individuals and families in the greater Melbourne, Brevard County, Florida area.

The MHA agrees to participate, along with the CITY, in reaching the minimum LGAO funding requirement in the form of a capital contribution of unrestricted, non-federal funds i/a/o \$90,857.58 (USD) directed to the CITY at the appropriate time to be determined and/or required by FHFC upon successful award to PMGA/FBC Affordable P1A and subsequent closing on such funding award.

It shall be the sole responsibility of the CITY to administer, manage (including related regulatory reporting and recordkeeping), and deploy LGAO funds to the intended recipient as described herein.

No modification of this Funding Agreement shall be binding on the MHA or CITY unless memorialized in writing and executed by a duly authorized representative of both Parties.

3. **MHA Contribution Funding:**

The parties acknowledge and agree that the MHA Contribution under this Agreement is contingent upon the occurrence of the following conditions:

- (a) Receipt by the City of federally appropriated CDBG funding for FY 25/26 from the United States Department of Housing and Urban Development such that the HOME funds are available to the City for funding of the subject Project as contemplated herein;
- (b) City approval of the HOME Action Plan and appropriation of funds therein to PMG Affordable LLC a/k/a FBC Affordable P1A for funding of the Project as described herein;
- (c) City approval and fully executed Funding Agreement between the City and PMG Affordable LLC a/k/a FBC Affordable P1A for the Project described herein; and
- (d) Award and closing of RFA 2025-201 9% LIHTC funding to PMGA

Funding for the MHA Contribution under this Agreement shall occur at such time as required by FHFC/LIHTC and the CITY and shall be effectuated by MHA via check or wire transfer to a designated bank account specified by the CITY in order to facilitate deployment (as administrated by the CITY) of allocated HOME Funds to meet the LGAO obligation as herein described.

This Agreement shall become "Null and Void" in the event any of the conditions set forth herein are not satisfied. At such time the Parties shall be released from their respective obligation hereunder.

4. **Term of Funding Agreement:**

This Funding Agreement is effective as of the date of execution by the Parties ("Effective Date").

5. **Attachments to this Agreement:**

(a) This Agreement contains the following attachments:  
Attachment A – LGAO Form

(b) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict of inconsistency.

6. **Notices:**

(a) All Notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class, or certified mail with return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the CITY OF MELBOURNE's representative for this Agreement is:

Jenni Lamb, City Manager  
City of Melbourne  
900 E. Strawbridge Avenue  
Melbourne, Florida, 32901

(c) The name and address of MHA's representative for this Agreement is:

Michael L. Bean, Chief Executive Officer  
Melbourne Housing Authority  
1401 Guava Avenue Melbourne, Florida 32935

7. **Records:**

(a) CITY shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect deployment of HOME/LGAO funds and expenditures PGMA/FBC Affordable P1A, as HOME/LGAO Funds awardee/recipient shall seek to have reimbursed by the CITY under this Agreement and/or subsequent HOME/LGAO funds awardee/recipient agreement.

(b) CITY shall provide the MHA with all necessary and appropriate reports, financial and compliance audits in accordance with corresponding regulatory requirements or as otherwise required by MHA. CITY shall ensure that all related transactions are disclosed to MHA for internal tracking and auditing purposes.

CITY shall retain sufficient records to show its compliance with the terms of this Agreement, HOME/LGAO funds deployment and other such documentation consistent with the obligation to comply with HUD's recordkeeping requirements for a minimum of five years. CITY shall further ensure that audit working papers are available upon request for the duration of the record retention period, unless extended in writing by the MHA.

8. **Liability:**

- (a) Pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party or for the other Party's performance under this Agreement.
- (b) Performance under this Agreement for either Party is subject to availability of funds at the time such funds are required for the Project as further described herein above whether programmatic HOME funds (CITY) or unrestricted, non-federal funds (MHA).
- (c) Nothing herein is intended to serve as a waiver by either party of any protections under sovereign immunity Section 768.28, F.S. or any other similar provision of law. Nothing herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY COUNCIL  
CITY OF MELBOURNE, FLORIDA

By: \_\_\_\_\_  
Jenni Lamb, City Manager

Reviewed for Legal Form and Content

\_\_\_\_\_  
City Attorney

WITNESS:

Cubbery Rae Walker  
Witness signature

MELBOURNE HOUSING AUTHORITY  
a Florida public body corporate and politic

By: Michael L. Bean  
Michael L. Bean, CEO

Date: 06/03/2025

## Attachment A – LGAO Form

FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM Name of Development:

Development Location:

\_\_\_\_\_ (At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of \_\_\_\_\_, commits \$\_\_\_\_\_ at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$\_\_\_\_\_.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

\_\_\_\_\_  
Signature Print or Type Name

\_\_\_\_\_  
Print or Type Title Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development. This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc. If there are alterations made to this form that change the meaning of the form, the form will not be accepted. (Form Rev. 07-2022)



**Melbourne City Council**  
**June 10, 2025**  
**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.23.                 |

**Subject:**

Resolution No. 4357 - amendment to the effective date of Resolution No. 4356 for updated development fees.

**Background/Consideration:**

This is a request for approval of a new resolution, amending Resolution No. 4356 which was approved by City Council on May 27, 2025. Resolution No. 4356 approved new development fees for Code Compliance, Engineering and Community Development. The resolution included an effective date of October 1, 2025. However, the staff memo and item summary stated an effective date for the fees of July 1, 2025. It was the intent to provide approximately four weeks to implement the new fee schedule, allowing for the Energov plan and permit software to be updated, along with notifying the development community. Based upon this error, staff is requesting the approval of the new resolution to establish the effective date of the updated development fees as July 1, 2025.

**Fiscal/Budget Impact:**

Revised amounts will be collected beginning on July 1, 2025.

**Requested Action:**

Approval of Resolution No. 4357.

RESOLUTION NO. 4357

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4356 TO REVISE THE EFFECTIVE DATE OF THE NEW MISCELLANEOUS DEVELOPMENT FEES FOR NEW APPLICATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on May 27, 2025, City Council adopted Resolution No. 4356 which amended the schedule of miscellaneous development fees; and

WHEREAS, the proposed and intended effective date of the new fees for all new applications submissions as set forth in the staff memo was July 1, 2025, but the effective date stated in Resolution No. 4356 was October 1, 2025; and

WHEREAS, City staff identified a need to amend this date, and City Council recognizes the need to update the effective date to July 1, 2025 for new applications; and

WHEREAS, this resolution provides for an amendment to Resolution No. 4356 to update the effective date of the updated fee schedule for new applications.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 5 of Resolution No. 4356 is hereby revised as follows:

SECTION 5. That the administrative fees (police fingerprinting and fire lift assist), which are current and remain unchanged, shall become effectively immediately upon adoption of this resolution. The Community Development Department, Engineering Department and Building Division fees shall apply to all new applications submitted on or after ~~October 1~~ July 1, 2025.

SECTION 2. That the remaining provisions of Resolution No. 4356 shall remain in full force and effect.

SECTION 3. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this resolution was duly adopted at a regular meeting of the City Council

on the       day of       , 2025.

BY: \_\_\_\_\_

Paul Alfrey, Mayor

ATTEST: \_\_\_\_\_

Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4357

SECTION 5. That the administrative fees (police fingerprinting and fire lift assist), which are current and remain unchanged, shall become effective immediately upon adoption of this resolution. The Community Development Department, Engineering Department and Building Division fees shall apply to all new applications submitted on or after October 1, 2025.

SECTION 6. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 7. That this resolution was duly adopted at a regular meeting of the City Council on the 27<sup>th</sup> day of May, 2025.

BY:   
David Neuman, Vice Mayor

ATTEST:   
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4356



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                    |
|--------------------------------------------|--------------------|
| Department:                                | Financial Services |
| Presenter:                                 | Ross McGinn        |
| Council District:                          | N/A                |
| Reading Number:                            | N/A                |
| Quasi-judicial Item (Disclosure Required): | No                 |
| Public Hearing:                            | No                 |
| Item Number:                               | C.24.              |

**Subject:**

Discussion of the development process for the FY 2025-2026 budget.

**Background/Consideration:**

This is a general discussion item about next year's budget. Seeking City Council's input and direction for developing the FY 2026 budget, staff will present the status of the City's major funds as well as potential impacts that are under consideration during the budget preparation process. Staff will provide copies of the presentation slides in advance of the meeting.

Staff also recommends dates for the Budget Special Meeting and Public Hearings. This year, Brevard County will be holding its public hearings on Melbourne's regular Council meeting dates in September, so it is recommended that the City's public hearings and regular meetings be moved to Wednesday, September 10, at 5:30 p.m. and Wednesday, September 24, beginning at 5:30 p.m, with the regular meeting immediately following. It is recommended that the Budget Special Meeting be scheduled on Tuesday, July 29, at 5:30 p.m. It is at the Special Meeting where the tentative millage rate is adopted for inclusion in the Property Appraiser's Truth-in-Millage notices that will be mailed to property owners in August.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Recommend approval of estimating property tax revenue using a millage rate that will maintain current levels of operating service and provide compensation adjustments for employees, and approval to schedule City Council's FY 2026 Budget Special Meeting and Public Hearings as outlined above.

## MEMORANDUM

TO: JENNI LAMB, CITY MANAGER

FROM: ROSS MCGINN, DIRECTOR OF FINANCE  
MARLA S. KEEHN, MANAGEMENT & BUDGET OFFICER

DATE: JUNE 2, 2025

SUBJECT: FISCAL YEAR 2026 BUDGET DISCUSSION

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The budget development process for Fiscal Year 2026 is well underway. The next fiscal year begins October 1, 2025 and ends September 30, 2026. Staff is seeking City Council guidance on a preliminary millage rate for which to construct the budget, input on operating and capital programs, and approval of the recommended calendar for the annual workshop meeting and two required Public Hearings in September of 2025.

Staff will present the major budgetary factors that will have an impact on the City's funds during the next fiscal year. These will be issues for consideration in guiding the development of the FY2026 budget for the City of Melbourne. Presentation slides will be provided in advance of the meeting.

City Council typically holds a summer budget workshop (special meeting) to discuss the proposed budget prior to formal adoption in September. At the Special Meeting, Council must approve a tentative millage rate to meet the statutory deadline of August 4<sup>th</sup>. Under Truth in Millage (TRIM), state law requires that municipalities schedule their September public hearings on different days than the local County and School Board public hearings. This year, Brevard County will be holding its public hearings on Melbourne's regular Council meeting dates in September, so it is recommended that the City's public hearings and regular meetings be moved from Tuesday to Wednesday. The recommended schedule is as follows:

|                                                     |                                           |
|-----------------------------------------------------|-------------------------------------------|
| Budget Workshop/Special Meeting                     | Tuesday, July 29, 2025 – 5:30 p.m.        |
| 1st Public Hearing/City Council Meeting             | Wednesday, September 10, 2025 – 5:30 p.m. |
| 2 <sup>nd</sup> Public Hearing/City Council Meeting | Wednesday, September 24, 2025 – 5:30 p.m. |

### **Summary of Budget Development Recommendations**

Estimate property tax revenue using a millage rate that will maintain current levels of operating services and provide compensation adjustments for employees, and approval of the recommended schedule for the Special Meeting and Public Hearings.



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                     |
|--------------------------------------------|---------------------|
| Department:                                | City Clerk's Office |
| Presenter:                                 | Kevin McKeown       |
| Council District:                          | N/A                 |
| Reading Number:                            | N/A                 |
| Quasi-judicial Item (Disclosure Required): | No                  |
| Public Hearing:                            | No                  |
| Item Number:                               | C.25.a.             |

**Subject:**

Appointments to the Historic and Architectural Review Board.

**Background/Consideration:**

The terms of Sarah Brangan, Elizabeth Huy, Delores Gore and Angelina Wheeler-Chong will expire on June 30, 2025. Ms. Wheeler-Chong is not seeking reappointment to the board. Additionally, there is one regular member vacancy on this board.

The City's Historic Preservation Officer (HPO) has reviewed the current members' applications on file and recommends that the City Council reappoint Ms. Brangan, Ms. Huy and Ms. Gore as regular members. Additionally, the HPO recommends that the two alternate members, Roderick Queen and Shane Sullivan, be moved into regular member positions.

Finally, there is one outside application from Kathryn Broderick, who is a resident of Melbourne and represents the Downtown Melbourne CRA as a business owner in the area. Based on the interpretation of the HPO, Ms. Broderick is qualified to serve on the HARB.

To the extent reasonably possible, each CRA should be represented on the board. With the appointment of Ms. Broderick, only the Downtown Melbourne CRA is represented. The board still meets its obligation to have one member who is an architect (Ms. Nakaishi) and one member who is a contractor (Mr. Thomas).

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Reappoint Sarah Brangan, Elizabeth Huy and Delores Gore as regular member; appoint Roderick Queen and Shane Sullivan as regular members; and appoint Kathryn Broderick as an alternate member.

## Historic and Architectural Review Board

| MEMBER                                                                                                                               | CONTACT INFO                                                                                         | TERM                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| Sarah Brangan<br>1865 Washington Avenue<br>Melbourne, FL 32935                                                                       | (321) 549-8308<br><a href="mailto:snbrangan@gmail.com">snbrangan@gmail.com</a>                       | July 1, 2022 –<br>June 30, 2025<br>3-year term           |
| Elizabeth Huy<br>415 Roxy Avenue<br>Melbourne, FL 32901                                                                              | (321) 543-0288<br><a href="mailto:elizabeth.huy@gmail.com">elizabeth.huy@gmail.com</a>               | July 1, 2022 –<br>June 30, 2025<br>3-year term           |
| Delores Gore<br>4601 Manchester Drive<br>Rockledge, FL 32955                                                                         | (321) 223-3719<br>(321) 259-3990<br><a href="mailto:djkayegore@gmail.com">djkayegore@gmail.com</a>   | July 1, 2022 –<br>June 30, 2025<br>3-year term           |
| <b>Architect / Representative of Olde Eau Gallie CRA</b><br>Angelina Wheeler-Chong<br>2307 St. Andrews Circle<br>Melbourne, FL 32901 | (321) 205-3655<br><a href="mailto:angelina@meldarch.com">angelina@meldarch.com</a>                   | July 1, 2022 –<br>June 30, 2025<br>3-year term           |
| <b>Architect</b><br>Krista Nakaishi<br>3449 Saddle Brook Drive<br>Melbourne, FL 32934                                                | (954) 295-4859<br><a href="mailto:krista.bennett1@gmail.com">krista.bennett1@gmail.com</a>           | July 1, 2024 –<br>June 30, 2027<br>3-year term           |
| <b>Contractor</b><br>Matthew Thomas, Chair<br>5465 High Pasture Way<br>Melbourne, FL 32940                                           | (504) 616-6730<br><a href="mailto:matthew.c.thomas1181@gmail.com">matthew.c.thomas1181@gmail.com</a> | July 1, 2024 –<br>June 30, 2027<br>3-year term           |
| Vacant                                                                                                                               |                                                                                                      | June 30, 2027<br>Unexpired 3-year term                   |
| <b><u>Alternate Members</u></b>                                                                                                      |                                                                                                      |                                                          |
| Roderick Queen<br>3584 N. Sylvan Lane<br>Melbourne, FL 32935                                                                         | (321) 298-6874<br><a href="mailto:roderick.queen@gmail.com">roderick.queen@gmail.com</a>             | May 14, 2024 –<br>June 30, 2026<br>Unexpired 3-year term |
| Shane Sullivan<br>742 Sanderling Drive<br>Melbourne, FL 32903                                                                        | (408) 550-3459<br><a href="mailto:shane.sullivanfl@gmail.com">shane.sullivanfl@gmail.com</a>         | May 14, 2024 –<br>June 30, 2026<br>Unexpired 3-year term |
| <b><u>Historic Preservation Officer</u></b>                                                                                          |                                                                                                      |                                                          |
| Patricia Tyjeski, AICP<br>Inspire Placemaking Collective<br>1615 Edgewater Drive, Suite 200<br>Orlando, FL 32804                     | (407) 975-1273                                                                                       |                                                          |

### Planner

Sandy Ramseth  
(321) 608-7513

[sandy.ramseth@mlbfl.org](mailto:sandy.ramseth@mlbfl.org)

### Attorney (Representing the Board)

Kellen Simmons  
(321) 608-7246

[kellen.simmons@mlbfl.org](mailto:kellen.simmons@mlbfl.org)

### Recording Secretary

Sam Buck  
(321) 608-7500

[samantha.buck@mlbfl.org](mailto:samantha.buck@mlbfl.org)

**\*NOTE: All members must complete an annual financial disclosure form.**

**VOLUNTEER BOARD MEMBER APPLICATION**

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

**RECEIVED**

AUG 22 2024

Applicant Name: Sarah Brangan

Applicant Address: 1865 Washington Ave  
Address  
Melbourne FL 32935  
City State Zip Code

Telephone Number: 617.818.8757 E-mail: smbrangan@gmail.com  
(Area Code)

Business Address: 2903 W New Haven Ave box 361  
Address  
West Melbourne FL 32904  
City State Zip Code

Telephone Number: (321) 549-8308  
(During Business Hours) (Area Code)

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 502  
~~402~~

Verified by City Clerk Staff (Initials): KAL

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

|                          |                                                                                                 |                                     |                                                                             |                                                                                                                           |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Affordable Housing Advisory Committee*</b><br><small>*Check qualifications on Page 2</small> | <input type="checkbox"/>            | <b>Golf Courses Advisory Board <sup>1</sup></b>                             | <input type="checkbox"/>                                                                                                  | <b>Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee</b> |
| <input type="checkbox"/> | <b>Beautification and Energy Efficiency Board</b>                                               | <input checked="" type="checkbox"/> | <b>Historic and Architectural Review Board <sup>2</sup></b>                 | <input type="checkbox"/>                                                                                                  | <b>Planning and Zoning Board <sup>2</sup></b>                                       |
| <input type="checkbox"/> | <b>Citizens' Advisory Board <sup>1</sup></b>                                                    | <input type="checkbox"/>            | <b>Library Board</b>                                                        | <input type="checkbox"/>                                                                                                  | <b>Police Officers' Retirement Trust Fund Board of Trustees <sup>2</sup></b>        |
| <input type="checkbox"/> | <b>Code Enforcement Board <sup>2</sup></b>                                                      | <input type="checkbox"/>            | <b>Melbourne Downtown Community Redevelopment Agency Advisory Committee</b> | <input type="checkbox"/>                                                                                                  | <b>Zoning Board of Adjustment <sup>2</sup></b>                                      |
| <input type="checkbox"/> | <b>Firefighters' Pension Plan Board of Trustees <sup>2</sup></b>                                | <input type="checkbox"/>            | <b>Melbourne Economic Enhancement District Advisory Committee</b>           | <sup>1</sup> Supplemental application required.<br><sup>2</sup> Members are subject to financial disclosure requirements. |                                                                                     |
| <input type="checkbox"/> | <b>General Employees' Pension Plan Board of Trustees <sup>2</sup></b>                           | <input type="checkbox"/>            | <b>Melbourne Housing Authority</b>                                          |                                                                                                                           |                                                                                     |

**VOLUNTEER BOARD MEMBER APPLICATION**

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

**DUAL OFFICE-HOLDING**

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

- ☐ I do not serve on any other board or committee.
- ☒ I currently serve on the following boards/committees:

I serve as President of the Board at Shady Dell Condominium Association - oversee condo association and financials & coordinate the property manager, run meetings

I also serve as President of the Board of Shady Dell III Condo Association - oversee condo association and financials & coordinate the property manager, run meetings

Both are non-profit organizations and I serve as I am an owner of a unit in each of those associations.

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

**CONFLICTING CONTRACTUAL RELATIONSHIPS**

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➤ **Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

- ☒ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

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**FINANCIAL DISCLOSURE**

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
  - Code Enforcement Board
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  - General Employees' Pension Plan Board of Trustees
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- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

**VOLUNTEER BOARD MEMBER APPLICATION**

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

**APPOINTMENT PROCESS**

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: \_\_\_\_\_



Date: \_\_\_\_\_

**8/21/2024**

## **Sarah Brangan**

1865 Washington Ave. Melbourne, FL 32940  
(617) 818-8757 [snbrangan@gmail.com](mailto:snbrangan@gmail.com)

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### **EDUCATION**

|               |                                                                     |
|---------------|---------------------------------------------------------------------|
| December 2011 | Marketing Certificate<br>U.C. Berkeley California                   |
| May 1998      | B.A. Cum Laude, Communications<br>Boston College, Chestnut Hill, MA |

### **EMPLOYMENT**

|                      |                                                                                                                                                                                                                                                                                                                                                                |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sept 2014 – present  | <b>Residential Remodeling &amp; Rehab Projects</b><br>Meegan Development LLC, Owner <ul style="list-style-type: none"><li>• Full redesign and renovation/rebuild 1950's homes</li><li>• Coordinate sub-contractors and permitting</li><li>• Install finishes, decor, full kitchen and bath services</li><li>• Rentals and sales of finished projects</li></ul> |
| Sept 2010 – present  | <b>Freelance E-Commerce Marketing/Management</b><br>Multiple clients <ul style="list-style-type: none"><li>• Designate and implement marketing strategy</li><li>• Social media management</li><li>• E-Commerce management, multichannel</li><li>• Create content, promotions, presence for online business</li></ul>                                           |
| Sept 2004 – Apr 2018 | <b>Operations Manager</b><br>Kurzweil Technologies, Wellesley, MA <ul style="list-style-type: none"><li>• Coordinate product manufacturing and e-commerce</li><li>• Developed e-newsletter, marketing program &amp; social media strategy</li><li>• Assisted in editing and researching books by Ray Kurzweil</li></ul>                                        |
| Feb 2010 – Aug 2011  | <b>Property Manager</b><br>Hunters Village Condominium Association, Framingham, MA <ul style="list-style-type: none"><li>• Maintenance for 69 unit complex</li><li>• Landscaping, electrical, drywall, painting, preventative maintenance</li><li>• Improved look and value of complex</li></ul>                                                               |
| Apr 2002 – Dec 2005  | <b>Owner and Home Improvement Contractor</b><br>H & H Remodeling, Somerville, MA <ul style="list-style-type: none"><li>• Owned &amp; operated remodeling business</li><li>• Historical (1800s) renovations</li><li>• New construction, maintenance</li></ul>                                                                                                   |

Aug 2000 – Jul 2002

**Regional Property Manager**

Sawyer Realty Holdings LLC, Needham, MA

- Light maintenance of apartments and commercial spaces
- Supervised maintenance staff and outside vendors

Jan 1999 – Aug 2000

**Historical Renovations**

David Rosenberg, Newton, MA

- Renovations and addition to 1800's Newton mansion
- Project overseen by Newton Historical Society
- Demo, carpentry, structural framing, finish work

**ADDITIONAL QUALIFICATIONS**

- 20+ years experience in renovations, maintenance, permitting, remodel and code compliance
- Licensed Florida real estate sales agent (current, inactive)
- President, Shady Dell Condominium Association 2017-present
- Historical renovations in Boston area, colonial restorations



## VOLUNTEER BOARD MEMBER APPLICATION

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[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

Applicant Name: Elizabeth Huy

Applicant Address: 415 Roxy Avenue  
Address  
Melbourne FL 32901  
City State Zip Code

Telephone Number: 321-543-0288 E-mail: elizabeth.huy@gmail.com  
(Area Code)

Business Address:   
Address  
    
City State Zip Code

Telephone Number:   
(During Business Hours) (Area Code)

**RECEIVED**  
**MAY 23 2025**  
**Office of City Clerk**  
**Melbourne, Florida**

### **A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 323

Verified by City Clerk Staff (Initials): 

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

|                          |                                                                                                 |                                     |                                                                             |                                                                                                                           |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Affordable Housing Advisory Committee*</b><br><small>*Check qualifications on Page 2</small> | <input type="checkbox"/>            | <b>Golf Courses Advisory Board <sup>1</sup></b>                             | <input type="checkbox"/>                                                                                                  | <b>Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee</b> |
| <input type="checkbox"/> | <b>Beautification and Energy Efficiency Board</b>                                               | <input checked="" type="checkbox"/> | <b>Historic and Architectural Review Board <sup>2</sup></b>                 | <input type="checkbox"/>                                                                                                  | <b>Planning and Zoning Board <sup>2</sup></b>                                       |
| <input type="checkbox"/> | <b>Citizens' Advisory Board <sup>1</sup></b>                                                    | <input type="checkbox"/>            | <b>Library Board</b>                                                        | <input type="checkbox"/>                                                                                                  | <b>Police Officers' Retirement Trust Fund Board of Trustees <sup>2</sup></b>        |
| <input type="checkbox"/> | <b>Code Enforcement Board <sup>2</sup></b>                                                      | <input type="checkbox"/>            | <b>Melbourne Downtown Community Redevelopment Agency Advisory Committee</b> | <input type="checkbox"/>                                                                                                  | <b>Zoning Board of Adjustment <sup>2</sup></b>                                      |
| <input type="checkbox"/> | <b>Firefighters' Pension Plan Board of Trustees <sup>2</sup></b>                                | <input type="checkbox"/>            | <b>Melbourne Economic Enhancement District Advisory Committee</b>           | <sup>1</sup> Supplemental application required.<br><sup>2</sup> Members are subject to financial disclosure requirements. |                                                                                     |
| <input type="checkbox"/> | <b>General Employees' Pension Plan Board of Trustees <sup>2</sup></b>                           | <input type="checkbox"/>            | <b>Melbourne Housing Authority</b>                                          |                                                                                                                           |                                                                                     |

**VOLUNTEER BOARD MEMBER APPLICATION**

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
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**DUAL OFFICE-HOLDING**

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- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

- ☐ I **do not** serve on any other board or committee.
- ☒ I currently serve on the following boards/committees:

Economic Development Commission of Florida's Space Coast, Board Member  
Melbourne Chamber of East Central Florida, Board Member  
Women In Defense Space Coast Chapter, Board Member

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

**CONFLICTING CONTRACTUAL RELATIONSHIPS**

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**FINANCIAL DISCLOSURE**

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  - Code Enforcement Board
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- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

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**APPOINTMENT PROCESS**

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- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
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  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: \_\_\_\_\_

*Elizabeth Huy*

Date: \_\_\_\_\_

**5/23/2025**

# Elizabeth Huy, PMP

Melbourne, FL - [elizabeth.huy@gmail.com](mailto:elizabeth.huy@gmail.com) - [linkedin.com/in/elizabethhuy](https://www.linkedin.com/in/elizabethhuy)

**Summary** Proven project management professional with 17 years of experience developing and implementing projects. Driven and strategic leader and collaborator. Accomplished public speaker and communicator.

## Experience

### Director of Service Lines

Alluvionic Inc.

Jan 2021 – Present (6 mos)

Strategy development and program management for Cybersecurity service line

Business development, proposal management and customer relationship management

Marketing lead

### Senior Manager, Business Development

Economic Development Commission of Florida's Space Coast

Jan 2008 – Jan 2021 (13 yrs 1 mo)

Directed existing industry program of work leading team of direct reports.

Created and executed new regional manufacturers association securing 100 members.

Developed multi-year manufacturing training program and secured annual state grant funding.

Managed three strategic volunteer councils.

Represented organization as public speaker in multiple venues and media interviews.

Oversaw multiple industry events, newsletter publications and strategic communications efforts.

### Commercial Coordinator

Coldwell Banker Commercial, Ed Schlitt Realtors

Oct 2005 – Jan 2008 (2 yrs 4 mos)

Facilitated strategic and tactical development of a new commercial real estate division encompassing top producing agents from the firm's 3 county region.

Built relationship with all team members, conducted weekly sales meetings, launched marketing and advertising campaigns, and developed a team approach to commercial real estate.

## Volunteer Experience

Various Organizations

Junior League of South Brevard, 2010 - present (Sustaining Member 2017-present); Gifts from the Heart Annual angel tree coordinator, 2017-present; Calvary Chapel Academy Room Parent 2018 - present. Past: Melbourne Economic Enhancement District (MEED) 2009-2021; weVENTURE Advisory Board 2014-2021 (Secretary 2018-2021); Cocoa Enterprise Zone Advisory Board 2010-2020; Brevard Small Business Assistance Council 2008-2019 (Secretary 2015-2019)

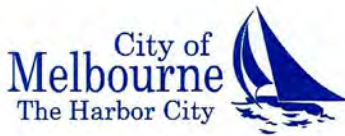
## Education

### Florida State University - College of Business

BS, Finance and Marketing, 1998 – 2002

## Honors & awards

4 Under 40 Finalist - 2013 and 2018 - LEAD Brevard; Leadership Brevard Graduate - 2013 - LEAD Brevard, May 2013; One to Watch - FLORIDA TODAY, Feb 2014,  
<http://archive.floridatoday.com/article/20140216/BUSINESS/302160016>



## VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office  
900 E. Strawbridge Avenue  
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(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

RECEIVED

Applicant Name: Delores Gore SEP 20 2024

Applicant Address: 4601 Manchester Dr. Office of City Clerk  
Rockledge FL 32955 Melbourne, Florida  
City State Zip Code

Telephone Number: 321-223-3719 E-mail: dj kayegore@gmail.com  
(Area Code)

Business Address: 3260 N. Harbor City Blvd.  
Melbourne FL 32935  
City State Zip Code

Telephone Number: 321-600-4747  
(During Business Hours) (Area Code)

### A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 428

Verified by City Clerk Staff (Initials):

*[Signature]*

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☐ Yes ☒ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

|                          |                                                                           |                                     |                                                                      |                                                                                                                           |                                                                              |
|--------------------------|---------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| <input type="checkbox"/> | Affordable Housing Advisory Committee*<br>*Check qualifications on Page 2 | <input type="checkbox"/>            | Golf Courses Advisory Board <sup>1</sup>                             | <input type="checkbox"/>                                                                                                  | Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee |
| <input type="checkbox"/> | Beautification and Energy Efficiency Board                                | <input checked="" type="checkbox"/> | Historic and Architectural Review Board <sup>2</sup>                 | <input type="checkbox"/>                                                                                                  | Planning and Zoning Board <sup>2</sup>                                       |
| <input type="checkbox"/> | Citizens' Advisory Board <sup>1</sup>                                     | <input type="checkbox"/>            | Library Board                                                        | <input type="checkbox"/>                                                                                                  | Police Officers' Retirement Trust Fund Board of Trustees <sup>2</sup>        |
| <input type="checkbox"/> | Code Enforcement Board <sup>2</sup>                                       | <input type="checkbox"/>            | Melbourne Downtown Community Redevelopment Agency Advisory Committee | <input type="checkbox"/>                                                                                                  | Zoning Board of Adjustment <sup>2</sup>                                      |
| <input type="checkbox"/> | Firefighters' Pension Plan Board of Trustees <sup>2</sup>                 | <input type="checkbox"/>            | Melbourne Economic Enhancement District Advisory Committee           | <sup>1</sup> Supplemental application required.<br><sup>2</sup> Members are subject to financial disclosure requirements. |                                                                              |
| <input type="checkbox"/> | General Employees' Pension Plan Board of Trustees <sup>2</sup>            | <input type="checkbox"/>            | Melbourne Housing Authority                                          |                                                                                                                           |                                                                              |

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Historic and Architectural review board for the City of Melbourne.

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  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: \_\_\_\_\_

*Delores Love*

Date: \_\_\_\_\_

**09/19/2024**

# **DELORES K. GORE**

Rockledge, Fl. 32955 (321) -223-3719 [djkayegore@gmail.com](mailto:djkayegore@gmail.com)

## **Professional Summary**

A self-starter focused on understanding customer's needs and delivering outstanding service. Experience in Property Management, Leasing, and Real Estate. Serves on the Historic & Architectural Review Board.

## **Work History**

### **Discovery Villages of Melbourne, Melbourne, Fl**

Concierge, August 2023 - Present

- Arranges transportation and dining reservations for residents and guests.
- Manages residents' complaints, receives packages and delivers mail.
- Ability to use a multi-line phone system, greet guests, and has administrative duties.

### **Fairway Management of Brevard, Melbourne, Fl**

Property Manager / Office Manager, November 2019 — September 2020

- Collected rent through QuickBooks, paid bills, prepared leases, and did deposits.
- Created Newsletter and Calendar of all monthly events scheduled and set up Board Meetings.
- Inspected the property daily and communicated with residents to address any issues.

### **MedSolutions / Evi-Core Healthcare, Melbourne, FL**

Customer Service Representative, March 2011 — January 2017

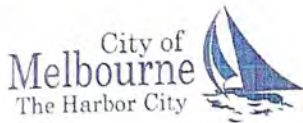
- Served as initial point of contact for new and existing clients.
- Delivered outstanding service to clients by researching and resolving their claim issues.
- Maintained accurate records through correct documentation of all incoming calls in a timely manner.

## **EDUCATION**

University of Central Florida, Orlando, Fl  
Bachelor of Science, Business Administration

RECEIVED

APR 11 2024



**VOLUNTEER BOARD MEMBER APPLICATION**

Office of City Clerk  
Melbourne, Florida

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
city.clerk@MLBFL.org

Applicant Name: Roderick Queen II

Applicant Address: 3584 N Sylvan Ln

Address  
Melbourne FL 32935  
City State Zip Code

Telephone Number: 321-298-6874 E-mail: roderick.queen@gmail.com  
(Area Code)

Business Address: 75 SW Irwin Ave

Address  
Melbourne FL 32901  
City State Zip Code

Telephone Number: 321-298-6874  
(During Business Hours) (Area Code)

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 402

Verified by City Clerk Staff (Initials): [Signature]

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

|                          |                                                                                                 |                                     |                                                                             |                                                                                                                           |                                                                                     |
|--------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Affordable Housing Advisory Committee*</b><br><small>*Check qualifications on Page 2</small> | <input type="checkbox"/>            | <b>Golf Courses Advisory Board <sup>1</sup></b>                             | <input type="checkbox"/>                                                                                                  | <b>Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee</b> |
| <input type="checkbox"/> | <b>Beautification and Energy Efficiency Board</b>                                               | <input checked="" type="checkbox"/> | <b>Historic and Architectural Review Board <sup>2</sup></b>                 | <input type="checkbox"/>                                                                                                  | <b>Planning and Zoning Board <sup>2</sup></b>                                       |
| <input type="checkbox"/> | <b>Citizens' Advisory Board <sup>1</sup></b>                                                    | <input type="checkbox"/>            | <b>Library Board</b>                                                        | <input type="checkbox"/>                                                                                                  | <b>Police Officers' Retirement Trust Fund Board of Trustees <sup>2</sup></b>        |
| <input type="checkbox"/> | <b>Code Enforcement Board <sup>2</sup></b>                                                      | <input type="checkbox"/>            | <b>Melbourne Downtown Community Redevelopment Agency Advisory Committee</b> | <input type="checkbox"/>                                                                                                  | <b>Zoning Board of Adjustment <sup>2</sup></b>                                      |
| <input type="checkbox"/> | <b>Firefighters' Pension Plan Board of Trustees <sup>2</sup></b>                                | <input type="checkbox"/>            | <b>Melbourne Economic Enhancement District Advisory Committee</b>           | <sup>1</sup> Supplemental application required.<br><sup>2</sup> Members are subject to financial disclosure requirements. |                                                                                     |
| <input type="checkbox"/> | <b>General Employees' Pension Plan Board of Trustees <sup>2</sup></b>                           | <input type="checkbox"/>            | <b>Melbourne Housing Authority</b>                                          |                                                                                                                           |                                                                                     |



**VOLUNTEER BOARD MEMBER APPLICATION**

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
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- ☐ Citizen actively engaged as a for profit provider of affordable housing
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- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

**DUAL OFFICE-HOLDING**

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

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☐ I currently serve on the following boards/committees:

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**CONFLICTING CONTRACTUAL RELATIONSHIPS**

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- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.



## VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

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  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature:

*Robert E. Q. V*

Date:

*4/11/2024*

1584 N Sylvan Ln  
Melbourne, FL 32935  
(321) 298-6874  
roderick.queen@gmail.com

## Roderick E. Queen II

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### SKILLS

Effective communicator, relationship builder, team leader.

### EXPERIENCE

#### **Portfolio Homes Construction LLC, Melbourne** *Project Manager*

- Full Service project management with experience running construction projects from inception to completion at a small \$5M+/year company
- Multifaceted role consisting of business development, estimating, flow management, growing vendor relationships and planning.
- Detail oriented to ensure quality of work is to our standards.

#### **Fastenal Co.-** *Operations Manager*

March 2019-June 2021

- Day to day decision maker for shop operations, workflow and logistics.
- Managed a team of 6 shop employees.
- Implemented systems for employee growth and accountability.

#### **Portfolio Homes, Melbourne** – *Realtor*

June 2016 – Current

- Proven multi-million dollar sales producer.
- Work with custom home buyers and clients wishing to sell their home.
- Attention to detail whether dealing with contracts, bids and permitting

#### **Tropical Realty INC, Melbourne**– *Realtor*

September 2014 – June 2016

- Coordinate timelines needed to complete transactions.
- Communicate between multiple stakeholders to ensure a smooth process and outcome.
- Effectively network, generate leads and use negotiation skills.

**World of Beer-Viera, Melbourne – Shift Manager**

November 2011 – March 2019

- Manager on duty responsible for working staff members.
- Ensure a quality guest experience and that any challenges are overcome.
- Complete employee checkouts, balance cash on hand and run end of day reports.

**Lawns Unlimited, Melbourne – Property Preservation Supervisor**

February 2008 – December 2011

- Inspected property preservation work to insure it met clients expectations and provide direction to correct.
- Communicate with subcontractors the needs of our clients.
- Coordinate multiple crews and work orders throughout central Florida.

**EDUCATION**

**University of Central Florida,** *Bachelors of arts In Political Science- Minor in Education Spring 2023*

**Eastern Florida State College,** *– Associate of Arts*

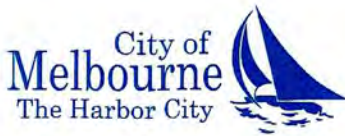
December 2017

Successfully completed my A.A. degree.

**AWARDS**

LEAD Brevard Graduate 2016

Certified Corporate Trainer for World of Beer



RECEIVED

APR 11 2024

**VOLUNTEER BOARD MEMBER APPLICATION**

Office of City Clerk  
Melbourne, Florida

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

Applicant Name: Shane Sullivan

Applicant Address: 742 Sanderling Drive  
Address  
Melbourne FL 32903  
City State Zip Code

Telephone Number: 4085503459 E-mail: shane.sullivanfl@gmail.com  
(Area Code)

Business Address: 742 Sanderling Drive  
Address  
Melbourne FL 32903  
City State Zip Code

Telephone Number: 4085503459  
(During Business Hours) (Area Code)

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 508 515.1

Verified by City Clerk Staff (Initials):

*ES*

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

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| <input type="checkbox"/> | <b>Code Enforcement Board <sup>2</sup></b>                                              | <input type="checkbox"/>            | <b>Melbourne Downtown Community Redevelopment Agency Advisory Committee</b> | <input type="checkbox"/>                                                                                                          | <b>Zoning Board of Adjustment <sup>2</sup></b>                                      |
| <input type="checkbox"/> | <b>Firefighters' Pension Plan Board of Trustees <sup>2</sup></b>                        | <input type="checkbox"/>            | <b>Melbourne Economic Enhancement District Advisory Committee</b>           | <b><sup>1</sup> Supplemental application required.<br/><sup>2</sup> Members are subject to financial disclosure requirements.</b> |                                                                                     |
| <input type="checkbox"/> | <b>General Employees' Pension Plan Board of Trustees <sup>2</sup></b>                   | <input type="checkbox"/>            | <b>Melbourne Housing Authority</b>                                          |                                                                                                                                   |                                                                                     |

**VOLUNTEER BOARD MEMBER APPLICATION**

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Applicant Signature: \_\_\_\_\_



Date: \_\_\_\_\_

4/9/24

# Shane Sullivan

Melbourne, FL ♦ 408.550.3459 ♦ [shane.sullivanfl@gmail.com](mailto:shane.sullivanfl@gmail.com)

---

## Melbourne Historic and Architectural Review Board Summary

**An Experienced Lighting Professional**, with over 28 years experience working in the Lighting Industry as an executive, lighting designer, product development manager, product manager, and project manager.

I have overseen the lighting on many diverse projects including historic downtown projects. As a manager, I have directed multiple cross functional teams to deliver projects/products on time and within budget.

I have lived in Brevard County for over 16 years raising three children with my amazing wife. Our oldest son currently works for L3Harris, our middle son graduates high school this spring, and our daughter attends West Shore. I was born in Vero Beach, Florida and have lived in Ohio, Washington DC, Chicago, Colorado, and Mexico. I believe my experiences would be beneficial to the Historic and Architectural Review Board.

### Relevant experience examples:

Project Management Lead – Numerous Main Street America historic street lighting projects (Midwest USA)

Project Management Lead – Chicago, State Street Historic Lighting Project

Project Management Lead – NYC, Times Square Ball

Project Management Lead – Denver Zoo, Holiday Lighting Displays

Product Development Lead – Atlanta Zoo, Holiday Lighting Displays

Product Development Lead – Numerous State DOT and Utility projects, roadway lighting

Project Management & Product Development Leads – Numerous Casino façade, exterior, and interior projects (Nevada, Oklahoma, Colorado, Canada, and New Jersey)

Listed on over 42 LED lighting technology patents

### Local Experience:

President – Indialantic Elementary Dad's Club

Board Member – Satellite Beach Scorpions Pop Warner Football League

Youth Coach – Satellite Beach Scorpions Pop Warner Football League

Youth Coach – Indialantic Youth Soccer Association

## EDUCATION

MBA, Strategic Marketing & International Business, 2001, DePaul University, Chicago, IL.

BA, Political Science & International Relations, 1995, Kent State University, Kent, OH.

**VOLUNTEER BOARD MEMBER APPLICATION**

Applicant Name: Kathryn (Kate) Broderick

Applicant Address: 201 5<sup>th</sup> Ave #E  
Address  
Melbourne Beach FL 32951  
City State Zip Code

Telephone Number: 321-408-7474 E-mail: Kathryn.a.broderick@gmail.com  
(Area Code)

Business Address: 720 E New Haven Ave  
Address  
Melbourne FL 32901  
City State Zip Code

Telephone Number: 321-408-7474  
(During Business Hours) (Area Code)

**RECEIVED**

**AUG - 6 2024**

**A brief resume or summary of background must be attached to this application.**

Office of City Clerk  
Melbourne, Florida

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 305

Verified by City Clerk Staff (Initials): JLS

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Have you lived in the City of Melbourne for the past six months? ☐ Yes ☒ No

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☒ I do not serve on any other board or committee.

☐ I currently serve on the following boards/committees:

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

**VOLUNTEER BOARD MEMBER APPLICATION**

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

**CONFLICTING CONTRACTUAL RELATIONSHIPS**

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➤ Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

☒ I am not employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.

☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

**FINANCIAL DISCLOSURE**

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
  - Code Enforcement Board
  - Firefighters' Pension Plan Board of Trustees
  - General Employees' Pension Plan Board of Trustees
  - Historic and Architectural Review Board
  - Planning and Zoning Board
  - Police Officers' Retirement Trust Fund Board of Trustees
  - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

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- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

8/6/2024

# Kathryn A. Broderick, Esq.

kathryn.a.broderick@gmail.com | 321.408.7474 | theartistcalledkate.com | themoonrivercafe.com

## Work Experience

---

### Owner & Chief Executive Officer

*Moon River Café | Melbourne, Florida | Current Position*

*Currently developing a vibrant cafe in Downtown Melbourne, opening Fall 2024, dedicated to promoting Melbourne and fostering a creative and supporting atmosphere for patrons.*

### Business & Strategic Communications Consultant

*Melbourne, Florida | Current Position*

- Serve as subject matter expert and trusted advisor to senior leadership in brand development and strategic initiative project management.
- Provide expert writing and technical editing services to elevate proposals, manuscripts, and corporate governance documents.
- Prepare high-impact presentations to optimize stakeholder engagement.
- Lead cross-functional teams to implement marketing campaigns, product launches, and promotional activities, ensuring alignment with the brand's development objectives.
- Conduct market research and analysis to identify new business opportunities and trends, providing insights for strategic decision-making and future initiatives.

### Instructor of Strategic Communication

*Florida Institute of Technology | Melbourne, Florida | August 2023 – May 2024*

- Design engaging course content for technical communication and rhetoric courses.
- Distinguished as a contributing author for public speaking textbook (in development).

### Copywriter, Brand & Creative Strategy

*Pearson Online Learning Services | Orlando, Florida | October 2021 – October 2022*

- Appointed key liaison to the institution's top partner (responsible for 40% of the corporation's revenue with a dedicated budget of \$80M+) within one month of hire.
- Implemented brand copy strategy for a multinational educational media corporation, ensuring consistency and engagement.
- Crafted captivating content across diverse platforms, including emails, websites, landing pages, blogs, social media, and advertisements.

### Associate Counsel, Corporate Governance and Transactions & Summer Associate

*AIG • Global Legal, Compliance and Regulatory | New York, New York | May 2016 – December 2020*

- Provided strategic legal support to a multinational insurance corporation, spanning critical domains including branding, corporate communications (digital and social media strategy), corporate governance, global technology, innovation, and sourcing.
- Drafted and refined speeches and talking points for executive leadership, extensively covering cybersecurity and privacy concerns. Delivered weekly briefings to General Counsel, spotlighting evolving trends in the global legal, regulatory, threat, and impact landscape.
- Extensive legal research and writing on federal and state regulations, cybersecurity, data security, privacy, biometrics, wearable technologies, blockchain, artificial intelligence, autonomous vehicles, cryptocurrency, Internet of Things, and corporate governance.
- Analyzed risk and complex legal issues encountered during original content production, including intellectual property (trademarks and copyright) and other issues encountered in production clearances (defamation, rights of publicity and privacy).
- Championed negotiations and authored complex deal structures, ranging from regulatory contracts to pilot and software licensing agreements.

**Pro Bono Marketing Committee Chair**

*AIG | New York, New York | July 2020 – December 2020*

- Spearheaded a dynamic upswing in participation within a nationally acclaimed program, driving a 200% surge through targeted communication and engagement strategies.
- Liaised with 50 partner programs to offer trainings for 1,000+ participants.

**Graduate Research Fellow | Office of Diversity & Inclusion & Marketing**

*College of William & Mary | Williamsburg, Virginia | September 2015 – May 2017*

- Advised the Chief Diversity Officer, addressing diversity, equality, and inclusion challenges.

**Senior Technical Editor, Center for Communication Excellence**

*Florida Institute of Technology | Melbourne, Florida | June 2012 – June 2015*

- Led team of six in compiling and meticulously editing confidential accreditation documentation, ensuring adherence to quality standards.
- Revised and enhanced academic publications and presentations for senior faculty.

**Education**

---

**Juris Doctor** | William & Mary Law School, Virginia

**M.S. in Global Strategic Communication** | Florida Institute of Technology, Florida

**M.A. in Irish Mythology and Folklore** (in progress) | University College Cork, Ireland

**M.Phil. in Medieval Literature and Culture** | University of Dublin, Trinity College, Ireland

**B.A. in Humanities, magna cum laude** | Florida Institute of Technology, Florida

**Volunteer Experience**

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- Vice President Public Relations, Saint Stephen's Way, a nonprofit organization that benefits unhoused families with children in Brevard, Florida.
- 2,000+ pro bono hours with various organizations in New York, including International Refugee Assistance Project, Safe Passage Project, Her Justice, City Bar Justice Center, Neighborhood Entrepreneur Law Project, Street Law Program, Legal Aid Society, New York State Mentoring Program, and more.

**Select Awards, Publications & Presentations**

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*The Deceptive Art of Logical Fallacies: The Language Alchemist Series*, Author

Debuted at #1 New Release in three categories and achieved Bestseller status on Amazon

Pastels in Bloom Exhibition, Artist (Best in Show & Third Place)

Strawbridge Art League | Melbourne, Florida

2023 Alice in Wonderland Prize Exhibition, Artist (Finalist)

CityArts | Orlando, Florida

*Building Inclusive Digital Communities to Advance Celtic Studies*, Panelist

The 2022 Celtic Studies Association of North America Conference

*The Ghosts of the Old Country*, Poet

The New Verse News Literary Journal

*Cath Maige Tuired: Justice and Kingship in Medieval Ireland*, Panelist

New College Conference on Medieval and Renaissance Studies

*Emerging Technology 101: Adapting to this Brave New World*, Panelist

Asian American Lawyers of New York Fall Conference | New York, New York

May 22, 2025

Ms. Sandra Ramseth, AICP  
Planner  
City of Melbourne  
900 E. Strawbridge Ave  
Melbourne, Florida 32901

RE: Historic and Architectural Review Board (HARB) Nominations

Dear Ms. Ramseth,

The terms of HARB members Sarah Brangan, Elizabeth Huy, Delores Gore, and Angelina Wheeler-Chong will expire on June 30, 2025. Ms. Wheeler-Chong has indicated that she is not seeking reappointment. After reviewing the applications on file, we recommend that the City Council reappoint Sarah Brangan, Elizabeth Huy, and Dolores Gore as regular members.

With the regular member vacancies created by Ms. Wheeler-Chong's decision not to seek reappointment and the recent departure of Betsy McGuire, we recommend appointing current alternate members Roderick Queen and Shane Sullivan as regular members. This will leave two alternate positions vacant.

The City has received one application for the Board from Kathryn (Kate) Broderick. Ms. Broderick brings an interdisciplinary educational background with studies in the humanities, literature and culture, global strategic communication, and law. She has over ten years of experience in research, marketing, legal support, branding and creative strategy, and business communications. Ms. Broderick currently is an active business owner operating Moon River Café in Downtown Melbourne, which would qualify her to represent the Downtown CRA.

While Ms. Broderick does not possess one of the professional backgrounds listed in Section 2-429 of the City Code of Ordinances for HARB, such as architecture, history, architectural history, planning, prehistoric and historic archaeology, landscape architecture, real estate, general contracting or building contracting, she qualifies under the provision that allows for the appointment of:

*"Lay persons who are residents, owners of property located within the city and individuals engaged in business within the city may make up the balance of the membership in the event that there are not enough qualified and eligible residents, provided the individual has demonstrated special interest, experience or knowledge in history, architecture, or a related discipline."*

The Board has had one vacancy since 2017 and has received very few applications over the years, despite ongoing outreach and the City's efforts to encourage participation. In light of this and considering the limited number of applicants with the desired professional qualifications, it is appropriate to consider a candidate who meets the alternate eligibility criteria outlined in the Code of Ordinances.

Ms. Broderick's academic background in the humanities and cultural studies reflects a meaningful engagement with historical and cultural topics that reflect the Board's mission. Her combination of cultural knowledge, communication expertise, and business experience

## Historic and Architectural Review Board (HARB) Nominations

makes her an eligible and well-rounded candidate for the Historic and Architectural Review Board.

We therefore recommend appointing Ms. Broderick to fill the first alternate position. The remaining alternate position will remain open should a candidate with a professional background in architecture, history, architectural history, planning, archaeology, landscape architecture, real estate, or construction apply.

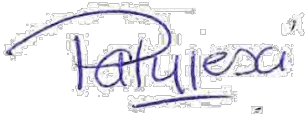
The recommended actions and new terms will be as follows:

- Reappoint Sarah Brangan, Elizabeth Huy, and Delores Gore as regular members from July 1, 2025, through June 30, 2028
- Appoint Roderick Queen as a regular member from July 1, 2025, through June 30, 2028
- Appoint Shane Sullivan as a regular member from June 10, 2025, through June 30, 2027 (continuing an unexpired 3-year term)
- Appoint Kathryn Broderick as a first alternate member representing the Downtown CRA from June 10, 2025, through June 30, 2026 (continuing an unexpired three-year term)

Please do not hesitate to contact us if you have any questions regarding our recommendations.

Sincerely,

**Inspire Placemaking Collective, Inc.**



Patricia Tyjeski, AICP  
Principal



**Melbourne City Council**  
**June 10, 2025**  
**City Manager's Item Report**

|                                            |                     |
|--------------------------------------------|---------------------|
| Department:                                | City Clerk's Office |
| Presenter:                                 | Kevin McKeown       |
| Council District:                          | N/A                 |
| Reading Number:                            | N/A                 |
| Quasi-judicial Item (Disclosure Required): | No                  |
| Public Hearing:                            | No                  |
| Item Number:                               | C.25.b.             |

**Subject:**

Appointment of five members to the Olde Eau Gallie Riverfront CRA Advisory Committee.

**Background/Consideration:**

The terms of George Alexander, Karen Kissack, David Wickham, H.J. "Buz" Underill and Edilene Johansson will expire on June 11. All five members would like to be considered for reappointment. There are no outside applications on file.

City Code provides that members appointed to this board must be a city resident or engaged in business within the redevelopment area. The term "engaged in business" means owning a business, practicing a profession or performing a service for compensation, or serving as an officer or director of a corporation or other business so engaged.

Applications are attached from the current members of the board listed above.

**Fiscal/Budget Impact:**

N/A

**Requested Action:**

Reappoint George Alexander, Karen Kissack, David Wickham and H.J. "Buz" Underill as regular members and Edilene Johansson as an alternate member of the Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee.

## Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee

| MEMBER                                                                       | CONTACT INFO                                                                                                   | TERM                                                                 |
|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| George Alexander, Chair<br>590 Eau Gallie Boulevard<br>Melbourne, FL 32935   | (321) 254-6131<br>(321) 254-3261<br><a href="mailto:eaugallieace@yahoo.com">eaugallieace@yahoo.com</a>         | June 12, 2023 –<br>June 11, 2025<br>2-year term                      |
| Karen Kissack<br>635 E. New Haven Avenue, Suite 625<br>Melbourne, FL 32901   | (928) 713-6388<br><a href="mailto:karenkissack@gmail.com">karenkissack@gmail.com</a>                           | July 9, 2024 –<br>June 11, 2025<br>Unexpired 2-year term             |
| David Wickham<br>1770 Highland Avenue<br>Melbourne, FL 32935                 | (321) 254-0355<br><a href="mailto:cwickham@cfl.rr.com">cwickham@cfl.rr.com</a>                                 | June 12, 2023 –<br>June 11, 2025<br>2-year term                      |
| H.J. "Buz" Underill<br>490 N. Harbor City Boulevard<br>Melbourne, FL 32935   | (321) 242-2224 x112<br><a href="mailto:buz@underill.com">buz@underill.com</a>                                  | June 12, 2023 –<br>June 11, 2025<br>2-year term                      |
| Thomas Richards, Vice Chair<br>655 Indian River Drive<br>Melbourne, FL 32935 | (321) 255-5108<br><a href="mailto:tom@richardsappraisal.com">tom@richardsappraisal.com</a>                     | June 12, 2024 –<br>June 11, 2026<br>2-year term                      |
| Justin Jennings<br>3008 Pebble Creek Street<br>Melbourne, FL 32935           | (321) 615-4747<br><a href="mailto:jwjbsu@gmail.com">jwjbsu@gmail.com</a>                                       | June 12, 2024 –<br>June 11, 2026<br>2-year term                      |
| Kyle Smyth<br>652 W. Eau Gallie Boulevard<br>Melbourne, FL 32935             | (321) 506-1933<br><a href="mailto:kyle@intracoastalbrewingcompany.com">kyle@intracoastalbrewingcompany.com</a> | June 12, 2024 –<br>June 11, 2026<br>2-year term                      |
| <b><u>Alternate Members</u></b>                                              |                                                                                                                |                                                                      |
| Ilana Grimes<br>1922 Harrison Avenue<br>Melbourne, FL 32935                  | (407) 252-0887<br><a href="mailto:ilanagrimes1@gmail.com">ilanagrimes1@gmail.com</a>                           | April 23, 2024 –<br>June 11, 2026<br>Unexpired term plus 2-year term |
| Edilene Johansson<br>103 Riverside Drive<br>Melbourne Beach, FL 32951        | (321) 378-9090<br><a href="mailto:etticeo@gmail.com">etticeo@gmail.com</a>                                     | July 9, 2024 –<br>June 11, 2025<br>Unexpired 2-year term             |

### Economic Development Manager

Doug Dombroski  
(321) 608-7510

[doug.dombroski@mlbfl.org](mailto:doug.dombroski@mlbfl.org)

### Recording Secretary

Mary Wolak  
(321) 608-7500

[mary.wolak@mlbfl.org](mailto:mary.wolak@mlbfl.org)

AUG 30 2024

**VOLUNTEER BOARD MEMBER APPLICATION**

Office of City Clerk  
Melbourne, Florida

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
city.clerk@MLBFL.org

Applicant Name:

George Alexander

Applicant Address:

3730 Tranquility Dr

Address

Melb

City

FL

State

32934

Zip Code

Telephone Number:

321-258-4561

(Area Code)

E-mail:

georgealexander@yahoo.com

Business Address:

590 Eau Gallie Blvd

Address

Melb

City

FL

State

32935

Zip Code

Telephone Number:

321-254-3261

(Area Code)

(During Business Hours)

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number:

511.1 Aurora Rd.

Verified by City Clerk Staff (Initials):

ES

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months?

☒ Yes

☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

|                          |                                                                                         |                                     |                                                                             |                                                                                                                           |                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Affordable Housing Advisory Committee*</b><br><i>*Check qualifications on Page 2</i> | <input type="checkbox"/>            | <b>Golf Courses Advisory Board <sup>1</sup></b>                             | <input checked="" type="checkbox"/>                                                                                       | <b>Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee</b> |
| <input type="checkbox"/> | <b>Beautification and Energy Efficiency Board</b>                                       | <input type="checkbox"/>            | <b>Historic and Architectural Review Board <sup>2</sup></b>                 | <input type="checkbox"/>                                                                                                  | <b>Planning and Zoning Board <sup>2</sup></b>                                       |
| <input type="checkbox"/> | <b>Citizens' Advisory Board <sup>1</sup></b>                                            | <input type="checkbox"/>            | <b>Library Board</b>                                                        | <input type="checkbox"/>                                                                                                  | <b>Police Officers' Retirement Trust Fund Board of Trustees <sup>2</sup></b>        |
| <input type="checkbox"/> | <b>Code Enforcement Board <sup>2</sup></b>                                              | <input type="checkbox"/>            | <b>Melbourne Downtown Community Redevelopment Agency Advisory Committee</b> | <input type="checkbox"/>                                                                                                  | <b>Zoning Board of Adjustment <sup>2</sup></b>                                      |
| <input type="checkbox"/> | <b>Firefighters' Pension Plan Board of Trustees <sup>2</sup></b>                        | <input checked="" type="checkbox"/> | <b>Melbourne Economic Enhancement District Advisory Committee</b>           | <sup>1</sup> Supplemental application required.<br><sup>2</sup> Members are subject to financial disclosure requirements. |                                                                                     |
| <input type="checkbox"/> | <b>General Employees' Pension Plan Board of Trustees <sup>2</sup></b>                   | <input type="checkbox"/>            | <b>Melbourne Housing Authority</b>                                          |                                                                                                                           |                                                                                     |



**VOLUNTEER BOARD MEMBER APPLICATION**

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[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

**DUAL OFFICE-HOLDING**

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

- ☐ I do not serve on any other board or committee.
- ☒ I currently serve on the following boards/committees:

Eau Claire CRA  
Melb Economic Enhancement

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

**VOLUNTEER BOARD MEMBER APPLICATION**

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➤ **Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

- ☐ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☒ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

*Bur Gallic Ace Hardware  
sells to the City*

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

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- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

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Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

8/28/24



**EAU GALLIE ACE HARDWARE, INC.**

590 EAU GALLIE BOULEVARD  
MELBOURNE, FLORIDA 32935-6517  
PHONE: (321) 254-3261  
FAX: (321) 254-0332

Served on the Eau Gallie  
Redevelopment Board since 2000  
would like to still be on it  
  
Thank you  
Greg Smith



RECEIVED

SEP - 3 2024

**VOLUNTEER BOARD MEMBER APPLICATION**

Office of City Clerk  
Melbourne, Florida

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

Applicant Name: Karen R Kissack

Applicant Address: 635 E New Haven Ave Suite #625  
Address  
Melbourne FL 32901  
City State Zip Code

Telephone Number: 9287136388 E-mail: Karenkissack@gmail.com  
(Area Code)

Business Address: \_\_\_\_\_  
Address  
\_\_\_\_\_  
City State Zip Code

Telephone Number: \_\_\_\_\_  
(During Business Hours) (Area Code)

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 323

Verified by City Clerk Staff (Initials): SK

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☐ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

|                          |                                                                                         |                                     |                                                                             |                                                                                                                           |                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Affordable Housing Advisory Committee*</b><br><i>*Check qualifications on Page 2</i> | <input type="checkbox"/>            | <b>Golf Courses Advisory Board <sup>1</sup></b>                             | <input checked="" type="checkbox"/>                                                                                       | <b>Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee</b> |
| <input type="checkbox"/> | <b>Beautification and Energy Efficiency Board</b>                                       | <input type="checkbox"/>            | <b>Historic and Architectural Review Board <sup>2</sup></b>                 | <input type="checkbox"/>                                                                                                  | <b>Planning and Zoning Board <sup>2</sup></b>                                       |
| <input type="checkbox"/> | <b>Citizens' Advisory Board <sup>1</sup></b>                                            | <input type="checkbox"/>            | <b>Library Board</b>                                                        | <input type="checkbox"/>                                                                                                  | <b>Police Officers' Retirement Trust Fund Board of Trustees <sup>2</sup></b>        |
| <input type="checkbox"/> | <b>Code Enforcement Board <sup>2</sup></b>                                              | <input checked="" type="checkbox"/> | <b>Melbourne Downtown Community Redevelopment Agency Advisory Committee</b> | <input type="checkbox"/>                                                                                                  | <b>Zoning Board of Adjustment <sup>2</sup></b>                                      |
| <input type="checkbox"/> | <b>Firefighters' Pension Plan Board of Trustees <sup>2</sup></b>                        | <input type="checkbox"/>            | <b>Melbourne Economic Enhancement District Advisory Committee</b>           | <sup>1</sup> Supplemental application required.<br><sup>2</sup> Members are subject to financial disclosure requirements. |                                                                                     |
| <input type="checkbox"/> | <b>General Employees' Pension Plan Board of Trustees <sup>2</sup></b>                   | <input type="checkbox"/>            | <b>Melbourne Housing Authority</b>                                          |                                                                                                                           |                                                                                     |

**VOLUNTEER BOARD MEMBER APPLICATION**

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
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- ☐ Citizen actively engaged as a for profit provider of affordable housing
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**DUAL OFFICE-HOLDING**

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☐ I do not serve on any other board or committee.

☒ I currently serve on the following boards/committees:

Olde Eau Gallie Riverfront  
Community Redevelopment

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**VOLUNTEER BOARD MEMBER APPLICATION**

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

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---

Applicant Signature: \_\_\_\_\_



Date: \_\_\_\_\_

8/30/2024

# Karen Kissack

## Objective

---

I'm looking for the opportunity and challenge of being a Melbourne City Board Member. As a military spouse, I bring a diverse personal and professional background from working and living in multiple communities within the United States and abroad. I'm confident my 29 years of retail management and extensive community involvement will be a positive addition to any board should I be selected.

## Experience

---

2015-2018 Wal-Mart Casa Grande, AZ

### Store Manager

- Managed staff of 600 including: 18 Salaried Members of Management and Hourly Associates in daily operations of a 180,000 sq.ft. Store
- Train and Mentor all Salaried Members of Management.
- Develops and executes merchandise and operational plans to drive sales and profit resulting in \$158 million dollars in annual sales.
- Manage payroll and wages in support of monthly and yearly P&L. Executed inventory levels increasing inventory turns and control loss prevention

2008-2015 Wal-Mart. Spokane, WA

### Grocery Market Manager / Co-Mg

- Provided grocery operations oversight and support to staff of 10 stores
- Key player in all aspects of opening new stores, including staffing, compliance, merchandising and community relations.
- Oversaw grocery vendor relations for market
- Developed training for all fresh associates and salaried members of management, resulting in market leading the region in overall compliance percentages

## Other Key Accomplishments & Hobbies

- Competitively selected to serve as Labor Relations First Responder for Region 60
- Region 60 Hi-Promotion list for Women in Leadership
- Provided critical rebuilding support in the aftermath of Hurricane Katrina
- Market champion responsible for training and execution of new store initiatives for 10 stores.
- Family time with my husband, 4 children and 5 grandchildren
- I consider myself a "foodie"
- Fishing
- Travel

**RECEIVED****DEC 16 2024****VOLUNTEER BOARD MEMBER APPLICATION****Office of City Clerk  
Melbourne, Florida**

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900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

|                         |                      |         |                     |
|-------------------------|----------------------|---------|---------------------|
| Applicant Name:         | David Wickham        |         |                     |
| Applicant Address:      | 1770 Highland Avenue |         |                     |
|                         | Address              |         |                     |
|                         | Melbourne            | FL      | 32935               |
|                         | City                 | State   | Zip Code            |
| Telephone Number:       | 321-586-7650         | E-mail: | cwickham@cfl.rr.com |
|                         | (Area Code)          |         |                     |
| Business Address:       | Retired              |         |                     |
|                         | Address              |         |                     |
|                         |                      |         |                     |
|                         | City                 | State   | Zip Code            |
| Telephone Number:       |                      |         |                     |
| (During Business Hours) | (Area Code)          |         |                     |

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 408Verified by City Clerk Staff (Initials): 

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

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| <input type="checkbox"/> | Affordable Housing Advisory Committee*<br><i>*Check qualifications on Page 2</i> | <input type="checkbox"/> | Golf Courses Advisory Board <sup>1</sup>                             | <input checked="" type="checkbox"/>                                                                                       | Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee |
| <input type="checkbox"/> | Beautification and Energy Efficiency Board                                       | <input type="checkbox"/> | Historic and Architectural Review Board <sup>2</sup>                 | <input type="checkbox"/>                                                                                                  | Planning and Zoning Board <sup>2</sup>                                       |
| <input type="checkbox"/> | Citizens' Advisory Board <sup>1</sup>                                            | <input type="checkbox"/> | Library Board                                                        | <input type="checkbox"/>                                                                                                  | Police Officers' Retirement Trust Fund Board of Trustees <sup>2</sup>        |
| <input type="checkbox"/> | Code Enforcement Board <sup>2</sup>                                              | <input type="checkbox"/> | Melbourne Downtown Community Redevelopment Agency Advisory Committee | <input type="checkbox"/>                                                                                                  | Zoning Board of Adjustment <sup>2</sup>                                      |
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Applicant Signature: \_\_\_\_\_



Date: \_\_\_\_\_

December 13, 2024

PERSONAL RESUME  
**DAVID L. WICKHAM**  
1770 Highland Avenue  
Melbourne, FL 32935  
321-586-7650 (cell); 321-254-0355 (home)

PAST EMPLOYMENT:

Wickham Inspection Service - retired 12-31-2019  
Wickham Construction - retired

PAST LICENSES/CERTIFICATION:

Certified Home Inspector, State of Florida - retired 12-31-2019  
Licensed Real Estate Salesman, State of Florida - retired 12-31-2019  
Certified Building Contractor, State of Florida - retired

EDUCATION:

Florida Southern College, B.S. Degree, Business Management – 1973  
Brevard Community College, A.A. Degree - 1971  
Eau Gallie High School - 1969

CURRENT AFFILIATIONS:

City of Melbourne: Old Eau Gallie Riverfront CRA Committee  
Partner for Wickham Development Partnership  
Partner for Lake Washington Mitigation Land Trust  
Calvary Chapel Eau Gallie

PAST AFFILIATIONS:

Melbourne Board of Realtors: 1983 to 2019  
18<sup>th</sup> Circuit Fee Arbitration Committee of The Florida Bar  
Brevard County Education Coordinating Council, Region Twenty  
Brevard County Comprehensive Planning Committee, Economic Development Member  
Brevard County Resource Citizens Land Use Group, Member  
Brevard County Septic Tank Task Force, Member  
Chamber of Commerce, Melbourne/Palm Bay  
Melbourne Optimist Club, Vice President  
Jaycees of Melbourne, Director - Selected as Outstanding Young Man of America in 1984 by the United States Jaycees  
St. Paul's United Methodist Church/Highland Avenue Fellowship Church: Administrative Board, Lay Leader, Trustee, Staff Pastor Parrish Committee, Leadership Team, Stewardship Committee, Stain Glass Committee, Nomination Committee, Finance Committee, Youth Counselor, Head Usher, Council Chair  
St. Paul's UMC Troop 300 Boy Scouts of America: Charter Representative for 23 years  
Boy Scouts of America: Past Eagle District Vice-Chairman, Silver Beaver Award - 2003, District Award, Order of the Arrow Vigil Honor - 2002  
Home Builders and Contractors Association of Brevard: President 1986, First Vice-President, Secretary, Board of Directors-Chairman, Parade of Homes, Life Spike N.A.H.B, Governmental Affairs-Chairman, Building and Grounds Committee-Chairman, Political Action Committee, Home Showcase Committee, Florida Children's Home Committee, Remodelers Council, Sales and Marketing Committee, Designer Showcase Committee, Brevard County Builder of the Year - 1989

Personal Resume  
David L. Wickham  
1770 Highland Avenue  
Melbourne, FL 32935

PAST AFFILIATIONS continued:

South Brevard Historical Society, Vice President - 2019  
Space Coast Private Industry Council, Board of Directors  
Mason, Harbor City Lodge #318  
32-degree Scottish Rite, Lake Worth Consistory  
Noble of the Mystic Shrine, Azan Temple  
Eau Gallie Neighborhood Watch Coordinator for a two square mile program: 1997 to 2002  
City of Melbourne Building Board of Adjustment and Appeals: 1985 to 2012  
Brevard County Building and Construction Advisory Committee: 1994 to 2004  
Florida United Methodist Church Bishop Award - State of Florida - 2015

PERSONAL DATA:

Married 47 years, wife - Cindy

**VOLUNTEER BOARD MEMBER APPLICATION**

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900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

**RECEIVED**

Applicant Name: Harry H J "Buz" Underill **DEC 19 2024**

Applicant Address: 2485 Grassmere Dr **Office of City Clerk**  
Address **Melbourne, Florida**

**W. Melbourne** **FL** **32904**  
City State Zip Code

Telephone Number: 321-242-2224 E-mail: buz@underill.com  
(Area Code)

Business Address: 490 N Harbor City Blvd  
Address

**Melbourne** **FL** **32935**  
City State Zip Code

Telephone Number: \_\_\_\_\_  
(During Business Hours) (Area Code)

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 512 **Verified by City Clerk Staff (Initials):** JLS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

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  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

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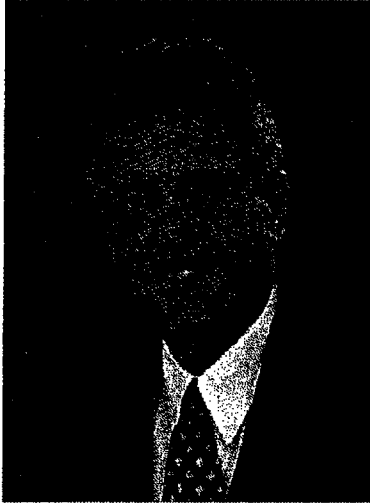
Applicant Signature: \_\_\_\_\_



Date: \_\_\_\_\_

12-19-24

## *H.J. "Buz" Underill III, CCIM, CPM, SRS*



Mr. Underill graduated from the University of Florida and the University of Florida Graduate School with a Master of Business Administration (MBA) degree in real estate and finance and a Bachelor of Arts degree in Political Science. A lifelong resident of Florida, he has been actively involved since 1973 in the day-to-day operations of his firms specializing in real estate property management, commercial and residential real estate brokerage and land development. He is presently Managing Member of Underill Group, LLC, the holding company for a family of companies providing property management, real estate brokerage, land development, consulting and other services for the real estate investment industries. He is also currently Managing Member of Squid Lips Entertainment, LLC, a firm specializing in restaurant concept development and restaurant management.

A real estate investor, Mr. Underill has owned a number of rental properties including small apartments, single family houses, office buildings, single purpose buildings, several restaurants and a marina. He presently owns and operates a restaurant (Squid Lips) in the Eau Gallie Redevelopment District. As a developer, or as part of a development team, he has been involved in the assemblage, acquisition, design, development and marketing of a number of residential subdivisions, mixed use projects, marinas, apartment and office projects.

Mr. Underill has received the Certified Property Manager (CPM) designation awarded by the Institute of Real Estate Management (IREM), the Certified Commercial Investment Member (CCIM) designation from the Commercial Investment Real Estate Institute (CIREI) as well as the professional designation of Specialist in Real Estate Securities (SRS) by the Real Estate Securities and Syndication Institute. In addition to his active participation in his practice, he has attended and successfully completed numerous industry seminars and courses dealing with marketing, disposition of assets, property and asset management as well as taxation. Underill has acted as Court Appointed Receiver in the Eighteenth and Nineteenth Judicial Circuit Courts of Florida and has also appeared as an expert witness on real estate matters in several Judicial Circuits in Florida.

Mr. Underill has provided brokerage and/or consulting services to the Resolution Trust Corporation (RTC), the Federal Deposit Insurance Corporation (FDIC), Harbor Federal Savings and Loan Association, First Union Bank, Marine Savings Bank, First Florida Bank,

N.A., Barnett Bank, N.A., Barnett Technologies, Inc., Nations Bank, Landmark Bank, Bank of America, Flagship Bank, Avco Financial, Republic Bank, Fleet Mortgage Company and numerous other lending institutions, individuals, and corporations both public and private. A real estate instructor and author, Underill has held numerous state and national offices with real estate and other trade associations. He is a member of the National Restaurant Association, the Florida Restaurant & Lodging Association, the Central Florida Chapter of the Institute of Real Estate Management, the local, State and National Associations of Realtors and is a past Chairman of the Melbourne Florida Downtown Redevelopment Authority. He currently serves on the Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee.

Mr. Underill was also chairman of the Melbourne Area Chamber of Commerce's "Downtown Redevelopment Committee" and has successfully completed a number of urban planning courses.

RECEIVED

MAY - 8 2024

City of  
Melbourne  
Office of City Clerk  
Melbourne, Florida



**VOLUNTEER BOARD MEMBER APPLICATION**

City Clerk's Office  
900 E. Strawbridge Avenue  
Melbourne, FL 32901  
(321) 608-7220  
[city.clerk@MLBFL.org](mailto:city.clerk@MLBFL.org)

Applicant Name: Edilene Johansson

Applicant Address: 103 Riverside Dr.  
Address  
Melbourne Beach, FL  
City State Zip Code

Telephone Number: 321-378-9090 E-mail: ETTICEO@gmail.com  
(Area Code)

Business Address: 1987 N. Harbor City Blvd.  
Address  
Melbourne FL 32935  
City State Zip Code

Telephone Number: 321-378-9090  
(During Business Hours) (Area Code)

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 305 ✓ JS

Verified by City Clerk Staff (Initials):

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☐ Yes ☒ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

|                                     |                                                                                                 |                          |                                                                             |                                                                                                                           |                                                                                     |
|-------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | <b>Affordable Housing Advisory Committee*</b><br><small>*Check qualifications on Page 2</small> | <input type="checkbox"/> | <b>Golf Courses Advisory Board <sup>1</sup></b>                             | <input checked="" type="checkbox"/>                                                                                       | <b>Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee</b> |
| <input checked="" type="checkbox"/> | <b>Beautification and Energy Efficiency Board</b>                                               | <input type="checkbox"/> | <b>Historic and Architectural Review Board <sup>2</sup></b>                 | <input type="checkbox"/>                                                                                                  | <b>Planning and Zoning Board <sup>2</sup></b>                                       |
| <input type="checkbox"/>            | <b>Citizens' Advisory Board <sup>1</sup></b>                                                    | <input type="checkbox"/> | <b>Library Board</b>                                                        | <input type="checkbox"/>                                                                                                  | <b>Police Officers' Retirement Trust Fund Board of Trustees <sup>2</sup></b>        |
| <input type="checkbox"/>            | <b>Code Enforcement Board <sup>2</sup></b>                                                      | <input type="checkbox"/> | <b>Melbourne Downtown Community Redevelopment Agency Advisory Committee</b> | <input type="checkbox"/>                                                                                                  | <b>Zoning Board of Adjustment <sup>2</sup></b>                                      |
| <input type="checkbox"/>            | <b>Firefighters' Pension Plan Board of Trustees <sup>2</sup></b>                                | <input type="checkbox"/> | <b>Melbourne Economic Enhancement District Advisory Committee</b>           | <sup>1</sup> Supplemental application required.<br><sup>2</sup> Members are subject to financial disclosure requirements. |                                                                                     |
| <input type="checkbox"/>            | <b>General Employees' Pension Plan Board of Trustees <sup>2</sup></b>                           | <input type="checkbox"/> | <b>Melbourne Housing Authority</b>                                          |                                                                                                                           |                                                                                     |

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Melbourne, FL 32901  
(321) 608-7220  
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If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☒ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

**DUAL OFFICE-HOLDING**

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I do not serve on any other board or committee.

☐ I currently serve on the following boards/committees:

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

**CONFLICTING CONTRACTUAL RELATIONSHIPS**

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➤ Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

☒ I am not employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.

☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

**FINANCIAL DISCLOSURE**

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
  - Code Enforcement Board
  - Firefighters' Pension Plan Board of Trustees
  - General Employees' Pension Plan Board of Trustees
  - Historic and Architectural Review Board
  - Planning and Zoning Board
  - Police Officers' Retirement Trust Fund Board of Trustees
  - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

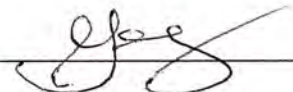
**VOLUNTEER BOARD MEMBER APPLICATION**

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**APPOINTMENT PROCESS**

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: \_\_\_\_\_



Date: \_\_\_\_\_

05/10/24



## EDILENE JOHANSSON

I am an accomplished personal and business finance expert with a strong commitment to community engagement. My leadership has effectively spearheaded a team promoting local development and improving community welfare. I bring extensive expertise in comprehensive financial services, specializing in tax audits and financial dispute resolution, always prioritizing the needs of our diverse clientele.

As a fervent advocate for integrity and excellence, I have garnered the trust and satisfaction of businesses and community members across English, Spanish, and Brazilian sectors. With my financial acumen and commitment to public service, I am well-prepared to assist in effective decision-making that serves the collective interests and upholds the values of our community.

### Contact

+321-378-9090

EttiCEO@gmail.com

BVBusinessConsulting.com  
PFishco.com  
AmerLending.com

Melbourne, FL  
Atlanta, GA  
Buford, GA  
Smyrna, GA

### Education

Bachelor of Science  
University of Sao Paulo  
Brazil

IRS Enrolled Agent

### Attributes

- Local Entrepreneur & Property Owner
- Financial & Tax Expert
- Small Business Consultant
- Civic-minded with a focus on the Space Coast

### Languages

Spanish

English

Portuguese/Brazilian

### References

Andrew Easler  
Attorney

Easler Law  
321-206-3603

Max Valavanis  
Financial Advisor

Valavanis Financial  
321-747-6197

Randy Cuti Jr.  
Owner

Patriot Security Solutions  
321-243-1703



## EDILENE JOHANSSON

Edilene Johansson is a dynamic business consultant, financial expert and an enrolled IRS Agent with a wealth of experience in providing top-tier accounting and financial services, primarily to small businesses. She's a bilingual professional who embodies innovation, leveraging the latest technological advancements to keep businesses thriving in an ever-changing economic landscape.

### Contact



+321-378-9090



EdileneCEO@gmail.com



www.BVBusinessConsulting.com

www.PFidion.com

www.AmerLending.com



Melbourne, FL

Atlanta, GA

Burford, GA

Smyrna, GA

### Education

#### ● Bachelor of Science

University of Sao Paulo  
Brazil

#### ● IRS Enrolled Agent

#### ● FDA Oral Cultural Project Manager

### Skills

- Business Consulting
- Full Service Accounting & Tax Preparation
- Small Business Lending
- Insurance Solutions

## EXECUTIVE SUMMARY

#### ● Princeton Fishman Accounting

##### Chief Executive Officer

- Provides excellent fiduciary services to clients across 14 states.
- Extensive expertise in both personal and corporate finance.
- Skilled in fostering team growth and building community
- Offers full-service bookkeeping, including audits, dispute assistance.
- Maintains strategic partnerships to enhance client support and coverage
- Cultivated a culture of accountability and excellence, ensuring client satisfaction

#### ● Buena Vista Business Consulting

##### Chief Executive Officer

- Oversees CEO-For-Hire program, supporting small businesses all over the US.
- Specializes in tailored strategic advice and solutions for diverse industries.
- Offers comprehensive services including market analysis and change management.
- Empowers companies to achieve sustainable results in a dynamic business environment.

#### ● America's Lending

##### Owner/Principal

- Crafts advantageous loans and leases for businesses.
- Provides options including SBA Financing and Small Business Loans, Equipment Financing and Lines of Credit.
- Offers valuable consultations to support clients in every step of the process, until the loan is closed.