City of Melbourne, Florida
City Council Agenda

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

July 8, 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 Four through Three 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** - Reverend Joseph Valentine, Macedonia Missionary Baptist Church
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
   a. Proclamation declaring July 2025 as "Parks and Recreation Month."
5. **Approval of Minutes** - June 10, 2025 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-16, 4025 Fair Point Lane:** (Second Reading/Public Hearing) Ordinance providing for a zoning amendment from REU (Rural Estate Use District) zoning to AEU (Agricultural Estate Use District) on 3.62± acres located on the south side of Fair Point Lane, west of Turtle Mound Road and north of Parkway Drive.
   (Owner/Applicant/Representative - Christopher Neisler) (P&Z Board - 2/20/2025) (First Reading - 3/11/2025) (Continued - 3/25/2025) (Withdrawn by Applicant)

9. Discussion on the City's land development permitting process. (Requested by Council Member Marcus Smith) (Postponed - 5/13/2025, 5/27/2025, and 6/10/2025)

10. **Ordinance No. 2025-29** (Second Reading/Public Hearing) An ordinance amending the duties and composition of the Beautification and Energy Efficiency Board. (First Reading - 6/10/2025)

C. NEW BUSINESS

11. **CONSENT AGENDA:**

a. Memorandum of Agreement between the Tallahassee Police Department and the City of Melbourne to have the authority to perform certain functions on the Electronic License and Vehicle Information System (ELVIS).

b. Sixth Amendment to increase contract pricing by $17,945.32 annually for various City facilities, Clean Space, Inc., Coral Springs, FL - estimated annual amount of $242,222.40 and estimated remaining contract amount of $1,211,112.

c. Contract award for the purchase of reverse osmosis pre-filter cartridges for the Water Production Division, Harn RO Systems, Inc., Venice, FL - estimated annual cost of $32,375 and estimated total contract cost of $194,250.

d. Contract awards for the purchase of liquid oxygen for the Water Production Division, Airgas USA, LLC, Dallas, TX, as the primary vendor - estimated annual cost of $320,736 and estimated contract cost of $1,924,416, and VertAir Inc., New Hyde Park, NY, as the secondary vendor.

e. Renewal of a three-year Microsoft Enterprise Agreement for Office 365 and Windows/SQL server operating software licenses with cloud storage, Insight Public Sector, Chandler, AZ - annual cost of $353,527.95 and a total contract amount $1,060,583.85.

f. Professional Engineering Services selection for Utilities, and authorization to negotiate a contract with DRMP, Inc., Melbourne, FL, Infrastructure Engineering, LLC, Indian Harbour Beach, FL, and Wade Trim, Inc., Melbourne, FL.

g. Professional Engineering Services selection for Site/Civil and authorization to negotiate a contract with DRMP, Inc., Melbourne, FL and Kimley-Horn & Associates, Inc., Melbourne, FL.

h. Professional Engineering Services selection for Infrastructure Engineering and authorization to negotiate a contract with DRMP, Inc., Melbourne, FL and AtkinsRealis USA, Inc., Melbourne, FL.

i. Professional Engineering Services selection for Geotechnical Laboratory and authorization to negotiate a contract with Ardaman & Associates, Inc., Cocoa, FL.

j. Professional Engineering Services selection for Survey and authorization to negotiate a contract with DRMP, Inc., Melbourne, FL and Haley Ward, Inc., Melbourne, FL.

k. **Resolution No. 4358:** A resolution approving the first amendment to the lease agreement between the City of Melbourne and Senator Debbie Mayfield for office space in City Hall.

l. **Resolution No. 4359:** A resolution providing for a change in the September 2025 City Council regular meeting schedule.

m. **Resolution No. 4360:** A resolution designating those persons authorized to sign checks and transact business pertaining to the City of Melbourne bank and investment accounts on behalf of the City.

n. **Resolution No. 4361:** A resolution adopting the name "Groveland Drive" for a private driveway within the Groveland Mobile Home Park.

12. **ITEMS REMOVED FROM THE CONSENT AGENDA**

13. **Ordinance No. 2025-30:** (First Reading/Public Hearing) An ordinance amending Chapter 52, entitled “Streets, Sidewalks and Other Public Places,” by renaming Atlantic Park Drive, between South Babcock Street and Dr. Martin Luther King, Jr. Boulevard to “Joseph Pellicano Drive”. (Applicant - Melbourne City Council)

14. **Ordinance No. 2025-31, Ordinance No. 2025-32, and Ordinance No. 2025-33, Gatorfin Warehouse:** (First Reading/Public Hearing) Ordinances providing for annexation, Comprehensive Plan amendment, and zoning designation on 0.92± acres located on the east side of West Drive, west of East Drive, and north of Ellis Road. (Owner - Steve Young - Gatorfin, LLC) (Applicant/Representative - Cydney Maksymow) (P&Z Board - 6/5/2025)

a. **Ordinance No. 2025-31/ANNX2025-0003:** (First Reading/Public Hearing) An ordinance providing for the annexation of 0.92± acres of real property into the City of Melbourne corporate limits.

b. **Ordinance No. 2025-32/MAP2025-0010:** (First Reading/Public Hearing) An ordinance establishing an Industrial Future Land Use.

c. **Ordinance No. 2025-33/MAP2025-0009:** (First Reading/Public Hearing) An ordinance establishing M-1 (Light Industrial) zoning.

15. **Ordinance No. 2025-34, Lamb & Co Fish Market:** (First Reading/Public Hearing) An ordinance granting a conditional use (CU2025-0001) to allow consumption of alcohol (beer and wine) on premises in one unit of a multi-tenant building on a 0.47±-acre parcel zoned C-2 (General Commercial District) located on the east side of Cypress Avenue, north of Orange Street and south of West Eau Gallie Boulevard. (Owner - Avigdor Landman Living Trust/Vicky Landman) (Applicant/Representative - Leigh Hinton) (P&Z Board - 6/5/2025)

16. **Ordinance No. 2025-35, Fire Station 72:** (First Reading/Public Hearing) An ordinance providing for a Comprehensive Plan amendment (MAP2024-0025) with site plan approval (PLAN2024-0020) on an overall 20.4±-acre parcel, zoned I-1 (Institutional District) located on the south side of Sarno Road, east of North Wickham Road and west of Iroquois Avenue. (Owner/Applicant - City of Melbourne) (Representative - Joby Balint, PGAL, Inc) (P&Z Board - 6/5/2025)

a. **Ordinance No. 2025-35/MAP2024-0025:** (First Reading/Public Hearing) An ordinance changing the existing Recreation Future Land Use to Public/Institutional Future Land Use.

b. **Site Plan (PLAN2024-0020):** (Public Hearing) A request for site plan approval on 20.4±-acre developed property (to be considered at the second reading of the ordinance).

17. **Ordinance No. 2025-36, Aurora Mini-Storage:** (First Reading/Public Hearing) An ordinance granting a conditional use (CU2024-0008) to allow for a mini-storage facility on 2.08± acres, in conjunction with a site plan (PLAN2024-0014) on property zoned C-1 (Neighborhood Commercial), located on the north side of Aurora Road, east of Glenwood Drive and west of Mosswood Drive. (Applicant/Representative - Robert Robb, P.E.) (Owner: Mike Maguire, Aurora Place, LLC) (P&Z Board - 6/19/2025)

18. **Ordinance No. 2025-37, Golf Courses Advisory Board:** (First Reading) An ordinance providing for the dissolution of the Golf Courses Advisory Board.

19. Public-Private Partnership (P3) Unsolicited Detailed Proposal terms for a future development agreement between the City, Olde Eau Gallie Riverfront CRA and Melbourne Hospitality Holdings, LLC for the construction of a joint-use parking facility located at 1551 Highland Avenue and associated hotel located at 1463 Highland Avenue.

    a. Preliminary review of Public-Private Partnership (P3) Unsolicited Detailed Proposal terms between the City, Olde Eau Gallie Riverfront CRA and Melbourne Hospitality Holdings, LLC for the construction of a joint-use parking facility.

    b. Authorization for City staff to re-negotiate the terms of the Interlocal Agreement between the City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency and Brevard County.

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
June 10, 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 6:37 p.m. by Mayor Paul Alfrey.

A. OPENING

1. The invocation was given by Council Member Julie Kennedy.

2. Pledge of Allegiance

3. Roll Call

Present:

Paul Alfrey	Mayor (left the meeting at approximately 7:50 p.m.)
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
Julie Kennedy	Council Member, District 6
Jenni Lamb	City Manager
Joan Junkala-Brown	Deputy City Manager
Adam Conley	City Attorney
Kevin McKeown	City Clerk
Justice Stevens	Assistant City Clerk

4. Proclamations and Presentations

The Mayor issued the following proclamations:

- Proclamation recognizing the 60th anniversary of Aging Matters in Brevard County; presented to Kimberly Butler, Senior Director of Human Resources.

- Proclamation congratulating the Shriners International's 150th anniversary; presented to Kevin Smithwick, Chairman of the Board, Todd Forschino and the Board of Directors.

- Proclamation declaring June 19 as "Balaam Allen Juneteenth Day"; presented to Dr. Teri Jones.

5. Approval of Minutes – May 27, 2025 Regular Meeting

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

6. City Manager's Report

City Manager Jenni Lamb introduced the new Deputy City Manager, Joan Junkala, who started on June 9.

Additionally, she referenced the note in the agenda package regarding a staff meeting held with the Melbourne Hospitality Holdings development team regarding the public-private partnership for the new Eau Gallie hotel and joint parking garage. Mrs. Lamb stated that staff plans to have an item on the July 8 agenda regarding this project for Council's consideration.

Mrs. Lamb also advised that the tasks given by City Council with regard to the acquisition of the county's property near Sarno Road for the potential use as a fairground. She noted that a memorandum under separate cover will be sent to City Council with updates on the process so far.

7. Public Comments

Jim Hart, representing Space Coast Honor Flight, noted that the Space Coast Honor Flight has moved from departing Orlando International Airport to departing Melbourne Orlando International Airport. He discussed the mission of the organization and the need for volunteers to assist.

Council Member Mark LaRusso asked if staff could look into the ability to place the organization's need and application process on the city's website.

Dr. Ray Shackleford, 2705 Carlson Circle, stated that he previously spoke before Council last year regarding the idea of single-member districts and asked for an update on the status of that discussion. Mayor Alfrey advised that after conducting his own research, he does not plan to move forward with the idea.

JoAnne Danko, 1306 Jernigan Avenue, discussed issues with the homeless in her neighborhood and surrounding community being caused by large group feedings that are occurring in Riverview Park. She asked for Council to look into ways to provide relief to surrounding residents.

Mayor Alfrey stated that he has met with the City Manager and City Attorney and plans to bring back a discussion item about this topic at a July meeting.

Margo Pierce, Melbourne, stated that she would like to see immediate relief and encouraged Council to visit the park on Sunday to see the issue firsthand.

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)

Moved by Neuman/Bassett to postpone this item to the July 8 meeting agenda. Motion carried unanimously.

At this point, Mayor Alfrey expressed his desire to move to Item 24 on the agenda. There were no objections from City Council.

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.

Attorney Conley read the ordinances by their titles. There were no disclosures by Council and no comments during the public hearing.

(Mr. LaRusso stepped out of the chamber at 8:57 p.m.)

Moved by Hanley/Bassett for approval of Ordinance No. 2025-24, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

Aye: Bassett, Hanley, Kennedy, Smith and Neuman

Motion carried unanimously. (Mr. LaRusso was not present for the vote.)

Moved by Hanley/Bassett for approval of Ordinance No. 2025-25, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

Aye: Bassett, Hanley, Kennedy, Smith and Neuman

Motion carried unanimously. (Mr. LaRusso was not present for the vote.)

Moved by Hanley/Bassett for approval of Ordinance No. 2025-26, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

Aye: Bassett, Hanley, Kennedy, Smith and Neuman

Motion carried unanimously. (Mr. LaRusso was not present for the vote.)

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)

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

(Mr. LaRusso returned to the chamber at 8:59 p.m.)

Moved by Kennedy/Bassett for approval of Ordinance No. 2025-27, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

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)

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

Moved by Bassett/Kennedy for approval of Ordinance No. 2025-28. The roll call vote was:

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

Motion carried unanimously.

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.

Public Works and Utilities Director Jennifer Spagnoli reported that 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.

Moved by Hanley/Bassett for 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. Motion carried unanimously.

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.

Ms. Spagnoli reported that 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.

Moved by Bassett/Kennedy for 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. Motion carried unanimously.

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.

Ms. Spagnoli reported that 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.

Moved by Bassett/Smith for 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. Motion carried unanimously.

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 of $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.

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

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.

Fire Division Chief of Logistics Clark Simmons reported that 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 Styker 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.

Styker 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.

Moved by Bassett/Kennedy for 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. Motion carried unanimously.

18. **Ordinance No. 2025-29:** (First Reading) An ordinance amending the duties and composition of the Beautification and Energy Efficiency Board.

Attorney Conley read the ordinance by its title. Ms. Spagnoli reported that 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.

Moved by Hanley/Bassett for approval Ordinance No. 2025-29. Motion carried unanimously.

19. Revisions to the Citizen Participation Plan as required by the Community Development Block Grant (CDBG) Program.

Housing and Urban Improvement Manager Abby Johnson reported that 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 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.

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

Moved by Bassett/Smith for approval of the revisions to the City of Melbourne Citizen Participation Plan. Motion carried unanimously.

20. Community Development Block Grant (CDBG) Program FY 2025-2026 Funding and Annual Action Plan.

Ms. Johnson reported that 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. Ten 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 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.

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

Moved by Hanley/Kennedy for 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. Motion carried unanimously.

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.

Ms. Johnson reported that 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.

The Vice Mayor opened the public hearing.

Gavin Morrison, Property Management Group Director, PMG Affordable, answered some general questions posed by Council.

Moved by Hanley/Bassett for 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. Motion carried unanimously.

Moved by Hanley/Bassett for 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. Motion carried unanimously.

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.

Ms. Johnson reported 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.

The Vice Mayor opened the public hearing.

Michael Bean, CEO, Melbourne Housing Authority, was available for questions.

Moved by Bassett/Smith for approval of the Funding Agreement between the City of Melbourne and the Melbourne Housing Authority for $90,857.58. Motion carried unanimously.

23. **Resolution No. 4357:** A resolution to revise the effective date of development f ees for Code Compliance, Engineering and Community Development.

Community Development Director Cindy Dittmer reported that 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.

Moved by Bassett/Smith for approval of Resolution No. 4357. Motion carried unanimously.

24. City of Melbourne FY 2025-2026 budget development process.

Financial Services Director Ross McGinn reported that this is a general discussion item about next year's budget. To summarize Mr. McGinn's presentation:

- During the 2024 fiscal year, the General Fund's "net change in fund balances" was an increase of $11,434,469. While this increase is good news, the amount does not factor in commitments and encumbrances at year-end, which total roughly $8,000,000.
- The majority of increases came from revenues that came in above expectations, such as the fair market value adjustment ($4.5 million), the Lake Washington Mitigation Bank, the communications service tax, utility tax, and non-recurring grants.
- The largest culprit of change in the General Fund's fund balance is the change in fair-market value of surplus revenues invested in accordance with the city's Investment Policy.
- The communications service tax has appeared to reverse a downward trend providing an opportunity to appropriate higher levels of revenue in future budgets.
- The city remains competitively positioned amongst its peers for starting base salary for police officers and firefighters.
- Regarding non-union compensation, a compensation and classification study is in the works and is set to be completed for consideration during the September budget public hearings.
- Mr. McGinn reviewed comparison charts related to the gross taxable values, new construction taxable values, and building permit activity as well as the depreciation versus the replacement capital outlay from General Fund resources.

(At approximately 7:50 p.m., Mayor Alfrey left the meeting and Vice Mayor Neuman chaired the remainder of the meeting.)

Mr. McGinn reviewed the next steps that are needed from City Council, which include:

- Direct staff to build a General Fund budget contemplating at least the current millage rate.
- Direct staff to begin developing a Capital Planning Policy and Debt Policy (likely to occur after the budget is formally adopted, sometime during FY 2026).
- Establish a Road Replacement sub-fund in the Transportation Improvement Fund with a dedicated funding source like a percentage of General property tax revenue.
- Establish a new Machinery and Equipment Replacement Fund with a dedicated funding source like a percentage of General Fund property tax revenue.

Staff also recommends the following schedule as it relates to the budget special meeting and budget public hearings, which will require rescheduling Council's regular meetings in September:

Budget Special Meeting – Tuesday, July 29, at 5:30 p.m.

1st Budget Public Hearing – Wednesday, September 10, at 5:30 p.m. (regular City Council meeting to begin immediately following the conclusion of this meeting.)

2nd Budget Public Hearing – Wednesday, September 24, at 5:30 p.m. (regular City Council meeting to begin immediately following the conclusion of this meeting.)

For a full breakdown of this discussion, please refer to the video recording of the meeting.

Discussion continued.

Moved by LaRusso/Hanley to: 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; direct staff to build a General Fund budget contemplating at least the current millage rate; direct staff to begin developing a Capital Planning Policy and Debt Policy (likely to occur after the budget is formally adopted, sometime during FY 2026); establish a Road Replacement sub-fund in the Transportation Improvement Fund with a dedicated funding source like a percentage of General property tax revenue; and establish a new Machinery and Equipment Replacement Fund with a dedicated funding source like a percentage of General Fund property tax revenue. Motion carried unanimously.

At this point, Council returned to the normal order of the agenda (Item 9).

25. Board Appointments

a. Historic and Architectural Review Board

Moved by Kennedy/Bassett to: reappoint Sarah Brangan, Elizabeht Huy and Delores Gore as regular members; appoint Roderick Queen and Shane Sullivan as regular members; and appoint Kathryn Broderick as an alternate member. Motion carried unanimously. (Terms: Brangan, Huy, Gore and Queen – July 1, 2025 through June 30, 2028, three-year terms; term of Sullivan – June 10, 2025 through June 30, 2027, unexpired three-year term; term of Broderick: June 10, 2025 through June 30, 2026, unexpired three-year term.)

b. Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee

Moved by Bassett/Kennedy to reappoint George Alexandar, Karen Kissack, David Wickham and H.J. “Buz” Underill as regular members and to reappoint Edilene Johansson as an alternate member. Motion carried unanimously. (Terms: June 12, 2025 through June 11, 2025 – two-year terms.)

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Ms. Bassett stated that she recently attended the Melbourne Police Department’s “spirit of giving” event.

Ms. Hanley discussed her desire to provide information to Council on the Florida Department of Transportation’s “advanced air mobility” program in Florida.

Mrs. Kennedy discussed her recent service on the Florida League of Cities’ Nominating Committee.

Mr. Smith referenced Council’s workshop on homelessness and his assigned task related to asset mapping. He discussed his conversations with LOVE Inc. and their desire to brief Council at the July 22 meeting with an update on that task. Additionally, Mr. Smith stated that the organization weVenture would also like to provide a presentation to City Council on their activities in the city and county as well as Little Growers wishing to provide information on its environmental justice initiatives.

Based on the number of presentations suggested, Mrs. Kennedy recommended having these presentations occur during a workshop at 6:00 p.m. prior to the July 22 regular City Council meeting. Following discussion, Council expressed a desire to hold a workshop to hear these four presentations.

Moved by Bassett/Smith to schedule a workshop at 6:00 p.m. before the July 22 meeting (not to exceed 30 minutes). Motion carried unanimously.

E. ADJOURNMENT

The meeting adjourned at 10:08 p.m.

_____

City Clerk – June 19, 2025

Approved by Council:

Memorandum

To: Mayor and Council

From: Jenni Lamb, City Manager

Date: July 3, 2025

Subject: City Manager's Report – Meeting of July 8, 2025

Updates:

Governor Ron DeSantis signed the Budget for Fiscal Year 2025–2026 on June 30 which included two of the City's appropriation requests - $1,000,000 for Downtown Melbourne Streetscaping and Vision Zero project and $500,000 for Front Street Boat Dock/Ramp.

On May 27, 2025, City Council approved a Supplemental Agreement No. 1 (SA#1) to the LAP Agreement with the Florida Department of Transportation (FDOT) for the Norfolk Parkway Western Extension project, to reduce the amount of the federal funds to equal the contract award by $1,753. On June 12, 2025, FDOT advised that since the difference between the amount of federal funds in the LAP agreement and the contract value was less than 10 percent, the funds would remain with the project to be used in the future, if needed. Therefore, an SA#1 will no longer be necessary at this time.

At the January 14 Council Meeting, Council directed staff to research the steps involved in establishing a program for honorary naming of sidewalks, crosswalks, and roadways. James Ennis, City Engineer, has provided the attached memo regarding honorary naming of streets, sidewalks and crosswalks. Direction and consensus from Council will need to be given prior to staff proceeding with possible ordinance changes.

During the public comments section of the June 10 Council meeting, Mayor Alfrey mentioned having a discussion item on one of the July Council meeting agendas regarding group feedings in City parks. Without objection, staff will include this discussion item on the July 22 Council meeting agenda.

Retirements:

Mark Hinderliter, Equipment Operation I, On June 5, 2025, after 11 years of service.

George "Brian" Gallucci, Parks Maintenance Supervisor, on July 18, 2025, after 5 years of service.

Upcoming Events:
The May Police Community Relations Council meeting will be held on Thursday, July 10th, at 7:00 p.m. at Carver Park Community Center.

Memorandum

To: Jenni Lamb, City Manager

From: James Ennis, City Engineer

Date: July 8, 2025

Re: Honorary Naming of Sidewalks, Crosswalks, and Roadways

At the January 14, 2025 Regular Council Meeting, Council directed staff to research the steps involved in establishing a program for honorary naming of sidewalks, crosswalks, and roadways. The honorary naming allows a designation of a segment of a sidewalk, crosswalk, or street without changing the official name – particularly for roadways.
Pertaining to renaming of roadways, the Melbourne Code of Ordinances, Chapter 52-6 "Procedure to initiate street, facility or park name changes", prescribes the procedure for renaming of city roadways. This section of code requires staff to perform background research and public outreach to ensure that full renaming efforts are consistent with community and council standards.

The Federal Highway Administration's (FHWA) "Manual of Uniform Traffic Control Devices" (MUTCD) contains the national standards governing all traffic control devices (TCDs) for all roadways, both private and public. The MUTCD provides statutory technical guidance and requirements related to all signage installed within roadways which ensures uniformity of traffic control devices (TCDs) across the nation. The use of uniform TCDs (messages, locations, sizes, shapes, and colors) help reduce crashes and congestion and improve efficiency of the surface transportation system.

<u>It should be noted that no examples were found for the formal or honorary naming of sections of sidewalks or crosswalks. This may be due to potential for confusion with adjacent street names and signage. Honorary naming of sections of sidewalks or crosswalks could negatively affect emergency reporting and response by creating confusion with respect to locations.</u>

Background/Consideration:

The Florida Statutes regulates street naming and renaming, to an extent. While Section 336.05, Florida Statutes, authorizes county commissioners to name and rename streets outside of incorporated municipalities, Section 177.142 only addresses a local governing body's ability to rename subdivisions and streets on plats and maps. Additionally, Chapter 166 F.S. contains provisions related to the requirement for street naming and identification in municipalities. However, honorary street naming, where a street retains its original name but adds an honorary designation, is usually handled at the local level through local ordinances.

In Florida, honorary street names are primarily governed by local ordinances and policies, rather than a specific state statute. These local policies outline the procedures for requesting and approving honorary street names for city-owned property, including streets. There is no single Florida Statute providing for the honorary naming of street but rather a framework established by the municipality. Staff's research has identified common best practices whereby a city or county will adopt an ordinance establishing a policy for honorary street naming. The policy may include requirements for processing a request, application submittal requirements, criteria for review and approval by the designated department, and fees. Examples include the cities of Tampa and Jacksonville, Florida. One example also included a process whereby abutting property owners are notified and have the ability to submit an objection for consideration. Finally, several examples provided that the honorary sign is installed beneath the official street sign, smaller in size and differentiated by a designated in color for honorary street naming.

Fiscal/Budget Impact:

The fiscal and budgetary impact would be determined upon Council direction to implement a local ordinance for street renaming and honorary naming and any fees associated with processing such requests. The fee should consider the staff time associated with reviewing and processing of such applications and costs related to signage, hardware, and installation.

Recommendation:

Staff requests final direction from Council regarding amending Chapter 52-6 of the Melbourne Code of Ordinances to establish an honorary street naming program to be brought back for adoption at a future council meeting. However, staff is not recommending the City proceed with establishing an honorary sidewalk or crosswalk naming program due to unintended consequences related to public safety calls.

CITY MANAGER'S ACTIVITY REPORT MAY 2025

For Activity from May 1 to May 30, 2025

Purchases Approved by the City Manager

- Purchase of Seek Thermal Imaging Cameras, Ten-8 Fire & Safety, LLC, Bradenton, FL - $54,872.64.
- Purchase of tables, chairs and chair rack for multiple divisions in Recreation - Mitylite, Orem, UT - $21,381.
- Approval of an agreement to test, inspect and service the Fire Department fire hose, Fire Catt, 3250 West Big Beaver Ste., 544, Troy, MI - year one at $14,400 and the option for two additional years at the same price for a total of $43,200.
- Purchase of roof replacement for the large pavilion at Southwest Park, Hamilton Roofing, Malabar, FL - estimated total of $15,305.70.
- Purchase of traffic sign materials, Universal Signs and Accessories, Fort Pierce, FL - $49,849.
- Purchase of Cisco Switches, Insight Public Sector, Inc., Chandler, AZ - $31,639.34.
- Tennis court resurfacing for four clay courts at the Fee Avenue Tennis Complex, J Courts Inc., Valrico, FL - $58,000.
- Purchase Agreement for Services - Compensation and Classification Study, Paypoint HR, LLC, in the amount of $63,750.
- Purchase of two valves for Reverse Osmosis trains, Water Production Division, Beck Electric Actuators, Newtown, PA - estimated cost of $28,480.
- Emergency Request to retain the services of Anderson Diving DBA Logan Diving and Salvage to repair subaqueous water main at Avenue B crossing in the amount of $42,840.
- Increase funds to an existing purchase order in the amount of $12,000 for liquid chlorine at Sherwood and Fee Avenue Pools from Hawkins, Inc., Minneapolis, MN - Total amount $24,000.
- Purchase of New Hire/Replacement Ballistic Vests from Federal Eastern International, Jacksonville, FL - $30,186.24.
- Purchase of two new pick-up trucks for the Police Department, Duval Ford, Jacksonville, FL - total amount of $74,380.
- Purchase of one new hybrid SUV for the Police Department, Alan Jay Fleet Sales, Sebring, FL - total amount of $44,738.
- Purchase of July Fourth Fireworks from Zambelli Fireworks, Boca Raton, FL - $25,000.

Engineering Activity

Consultant Task Orders

- Grant Street Pedestrian Crossing, Project No. 04122, Change Order No. 6, Reconciles project overruns and underruns and provides compensation for additional maintenance of traffic costs associated with the installation of three sets of speed tables on university Blvd., Jobear contracting, Inc., $39,776.62.
- Edgewood Drive Ditch Stabilization assessment, Project No. 14025, Task Order No. DRMP 092, DRMP Inc., $6,750.00.

- Parkway Drive Gopher Tortoise Services, Project No. 34122, Task Order No. DRMP 091, Gopher tortoise locating, permitting and extraction, DRMP, Inc., $66,755.00.
- Septic To Sewer Force Mains, Project No. 32518, 1180 Bell Street, The Timeline Group, $12,688.75.
- Septic To Sewer Force Mains, Project No. 32720, Creighton Ave., The Timeline Group, $30,812.20.
- Crane Creek Golf Course – Emergency Generator Electrical Design Services, Project No. 10621, Modification of existing electrical system to allow for an emergency generator connection DRMP, Inc., $5,000.00.

Development Plan Approvals

- Pineda Commons - Lot 2 Development, ENGR2023-0022, Proposed development is in relation to Pineda Commons Subdivision Project to include a restaurant, dental office associated with site improvements.
- Project Daisy, ENGR2024-0037, This project includes the construction of a +/- 303,600 sf office space and a 17,000-sf high bay building.
- Utility Only Construction Plan, Util2024-0009, Renovation of existing hotel into 245 affordable housing residential units and the existing restaurant into an office/clubhouse. Improvements consist of adding a fire sprinkler protection system to the residential buildings.

Development Final Inspections

- Lipscomb Street Roadway Improvements, ENGR2024-0006, Addition of 202 townhomes which required widening of Lipscomb Street and a left turn lane at the intersection with Huckleberry Ln.
- Sherwin Williams, ENGR2024-0012, Proposed Sherwin Williams single tenant retail development with associated infrastructure - Located on the north half of Tract A, Pineda Springs Subdivision.
- 635 – 641 Palm Drive Satellite Beach, UTIL2023-0017, Utility plan for installation of water.
- Sheltair, Construction of 30 T-hangers.

Capital Improvement Project Final Inspections

- None this period.

Miscellaneous

- **Capital Improvement Projects**
  - **Pre-Construction Meetings**
    - None this period.
- ***Applications Reviewed***
  - Permits/Plans: 179.

Engineering Construction Plan Submittals

- Project Daisy Phase II Parking, ENGR2025-0008, This proposed project consists of a Phase II parking lot expansion within the Project Daisy overall on +/- 37.69 acres at the Melbourne-Orlando Airport.

- Full House Machinery Building Addition, ENGR2025-0009, Construction plan submittal for a new 24,000 SF building addition at the existing Full House Machinery.
- Babcock Townhomes, ENGR2025-0010, 6 New Townhouses utilizing existing roadways. 3 facing Babcock St. and 3 facing Grove Lane.
- Burger King #5990 Redevelopment, ENGR2025-0011, Bravoflorida is proposing to redevelop the Burger King restaurant at 2500 N Wickham Road. The existing restaurant and site improvements will be removed and replaced.
- Brevard Academy, ENGR2025-0013, This project includes renovation of an existing building for school use and extension of new fire water line to it including a new hydrant. Also provided are new sidewalk/ ADA ramping and ADA upgrades.
- Rose Court Building, ENGR2025-0014, a 3,000-sf retail building for pool supplies.
- Puzzle Box – Fire Water Line, Util2025-0008, The existing school building needs to add a fire sprinkler system. The scope of work will be the engineering of a 6" water supply line tap from the city water main on the south side of NASA Blvd., along the east side of the parking lot, to the outside northeast corner of the building for the fire sprinkler contractor to tap for the internal system.

Development Activity

Formal Application Submittals

- ANNX2025-0004 / MAP2025-0011 / MAP2025-0012 / Melbourne Architect Expansion: Annexation, Comprehensive Plan Map Amendment establishing an Industrial Future Land Use, and a Zoning Map Amendment establishing M-1 (Light Industrial District) zoning on 1.07± acres of property located on the east side of East Drive, south of Dow Road, and north of Ellis Road. [To be annexed into Council District 5]
- PLAT2025-0001 / Torrence Townhomes: Preliminary Plat approval request for an 8-lot townhome subdivision zoned R-2 (One-, Two- and Multiple-Family Dwelling Medium Density District) located on the south side of Torrence Lane, west of North Harbor City Boulevard, and north of Adger Smith Lane. [Council District 2]

New Construction

- None

Certificates of Occupancy

- 981 E Eau Gallie Blvd C Melbourne FL 32937, Restaurant, Buffalo Wild Wings
- 690 Atlantis Rd Melbourne FL 32904, Warehouses, Multiple Businesses
- 4631 N Wickham Rd Melbourne FL 32935, Retail, Sherwin-Williams Paint Store

Internet Statistics

- Users – 49,000
- Pageviews – 124,000

Water & Sewer Connection Permits

Inside City	Water	Sewer
Residential	0	0

Commercial	1	1
Outside City	**Water**	**Sewer**
Residential	2	1
Commercial	0	0
Relinquish Capacity	3	
New Connections	3	

Police Services

Type of Service	Number
Calls for Service Answered	7761
Traffic Contacts	1364
Traffic Citations Issued	1412
Parking Citations Issued	8
General Arrests	170
Narcotics Incident Offense Reports	1
Narcotics Arrests	20

City Employment

New Hires	Separations
Full-time – 6	Full-time – 13
Part-time – 3	Part-time - 1

Code Compliance Services

Fire Prevention Inspections	674
Building Inspections	1609
Building Permits	647
Code Enforcement Inspections	106
Non-permitted Signage	415

Fire Services

Residential	1
Commercial	4
Other	14
Mutual Aid	2
Rescue	1138
Miscellaneous	395
Total Fire Services	1554

Business Tax Receipts Issued

Business Name	Address	Application Date	Business Type	Business Location
K & Y Development, Llc	699 S Apollo Blvd Melbourne, Fl 32901	2/13/25	Professional Firm, Office, Clinic	Commercial

Urban Country Outfitters	1700 W New Haven Av Unit: 275 Melbourne, Fl 32904	2/11/25	Merchants, Retail And Wholesale	Commercial
Cauldron Brews Llc	739 North Dr Unit: G Melbourne, Fl 32934	4/14/25	Restaurants, Cafeterias	Commercial
Unger Properties, Llc	1850 Charlesmont Dr Unit: 122 Melbourne, Fl 32903	4/23/25	Business Services	Home Base Business
Motorcycle Doctor's Utv Parts Llc	2625 N Harbor City Blvd Unit: 2 Melbourne, Fl 32935	4/24/25	Merchants, Retail And Wholesale	Commercial
Dominguez, David E	2245 S Babcock St Melbourne, Fl 32901	4/28/25	Physician	Commercial
Boyer, Angela	1031 Alexia St Melbourne, Fl 32935	4/29/25	Business Services	Home Base Business
The Chic Teacup	4301 N Wickham Rd Unit: 11 Melbourne, Fl 32935	11/12/24	Restaurants, Cafeterias	Commercial
Mahl, Jennifer S	1694 W Hibiscus Blvd Unit: A Melbourne, Fl 32901	3/12/25	Professional	Commercial
Duck Puddles Pool Care	102 E New Have Ave #167 Melbourne, Fl 32901	5/1/25	Swimming Pools, Repair And Maintenance	Private Mail Box / Storage Unit
Ca Florida Holdings Llc	457 Montreal Av Melbourne, Fl 32935	5/2/25	Newspaper	Commercial
La Nortena Llc	999 Mobile Food Melbourne, Fl 32901	5/2/25	Mobile Food Dispensing Vehicle	City Wide (Mobile Vending, Soliciting-Canvassing)
Countdown Title, Llc	816 Adger Smith Ln Melbourne, Fl 32935	5/2/25	Title Insurance Company, Agency	Commercial
Brevard's Dream Cleaning Llc	2513 Fatzler Rd Melbourne, Fl 32935	5/5/25	Janitorial Services	Home Base Business
Isenman, Eric	1694 W Hibiscus Blvd Unit: A Melbourne, Fl 32901	5/6/25	Professional	Commercial
Intrinsic Behavioral Health Solutions Llc	102 E New Haven Ave Pmb 168 Melbourne, Fl 32901	5/6/25	Consultants	Private Mail Box / Storage Unit
Mears, Lance Corey	820 E Seminole Av Melbourne, Fl 32901	5/7/25	Contractor: Plumbing	Commercial
Sunrise Home And Business Solutions Llc	3389 Jay Tee Dr Melbourne, Fl 32901	5/7/25	Janitorial Services	Home Base Business
B&B Nails Spa Llc	1515 Palm Bay Rd Unit: 102 Melbourne, Fl 32901	5/9/25	Beauty Salon	Commercial
Blessed In The Son Llc	2075 N Highway A1a Melbourne, Fl 32903	5/9/25	Business Services	Home Base Business

Lighthouse Massage And Bodywork	1747 Evans Rd Unit: Ste #121 Melbourne, Fl 32904	5/12/25	Massage Therapist	Commercial
Rash, Virginia D And Norman S	1800 Charlesmont Dr Unit: 100 Melbourne, Fl 32903	5/13/25	Business Services	Home Base Business
Crossvine Property Solutions, Llc	478 N Babcock St Unit: 118 Melbourne, Fl 32935	5/14/25	Consultants	Commercial
Ecoview Window Of Brevard, Llc	709 E Seminole Ave Melbourne, Fl 32901	5/20/25	Professional Firm, Office, Clinic	Commercial
Fink, Howard William	709 E Seminole Ave Melbourne, Fl 32901	5/20/25	Contractor: General	Commercial
Skups Icecream Llc	999 Mobile Food - Citywide Melbourne, Fl 32901	5/28/25	Mobile Food Dispensing Vehicle	City Wide (Mobile Vending, Soliciting-Canvassing)

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	6
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.8.

Subject:
Ordinance No. 2025-16, Zoning Map Amendment (MAP2025-0003) – Chad Neisler, 4025 Fair Point Lane

Background/Consideration:
The applicant has requested the withdrawal of the rezoning request. Therefore, no further action is necessary by City Council.

Fiscal/Budget Impact:
N/A

Requested Action:
Request withdrawn by the applicant and no action is necessary.

Outlook

Re: (TEXT2025-0010): Accessory Dwellings in REU Zoning

From Chadneisler <Chadneisler@protonmail.com>
Date Thu 6/12/2025 8:46 AM
To Olivia Bachtold <Olivia.Bachtold@mlbfl.org>
Cc Cheryl Dean <Cheryl.Dean@mlbfl.org>; Cynthia Dittmer <Cynthia.Dittmer@mlbfl.org>

2 attachments (6 KB)
Outlook-cid_3ed40e; Outlook-cid_3ed40e;

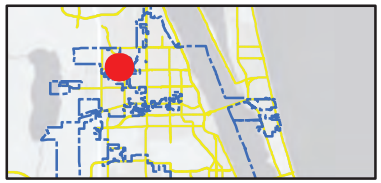
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning all
Yes we would like to withdraw our AEU zoning request. Let me know if I need to do anything specific to do so or if this email acknowledging the withdraw is sufficient. Thank you

On Wed, Jun 11, 2025 at 4:21 PM, Olivia Bachtold <Olivia.Bachtold@mlbfl.org> wrote:

> Good afternoon,
>
> See attached the signed ordinance.
>
> Thanks,
> Olivia Bachtold
> Planning and Zoning Specialist
> City of Melbourne
> Community Development
> 900 E. Strawbridge Avenue
> Melbourne, FL 32901
>
> Phone Number: (321) 608-7500
> Email: Olivia.Bachtold@mlbfl.org
> cid:3ed40e20-a7bf-4e90-ab90-a1a54e725148
>
> ---
>
> **From:** Olivia Bachtold
> **Sent:** Wednesday, June 11, 2025 12:49 PM
> **To:** Chadneisler@protonmail.com <chadneisler@protonmail.com>
> **Cc:** Cheryl Dean <Cheryl.Dean@mlbfl.org>; Cynthia Dittmer <Cynthia.Dittmer@mlbfl.org>
> **Subject:** (TEXT2025-0010): Accessory Dwellings in REU Zoning

4025 FAIR POINT LANE
LOCATION MAP
MAP2025-0003



N

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

320 0 320 Feet

1 inch = 333 feet

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 consequential losses, arising from any User's use of those of the property records or mapping data provided herein.

Title: 4025 FAIR POINT LANE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 2/3/2025 2:22:41 PM
Document Name: 4025 Fair Point Lane Location Map
Document Location: G:\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\4025 Fair Point Lane Location Map.mxd

City of Melbourne
Information Technology Department
GIS Division
900 E Strawbridge Av Room 324
Melbourne, FL 32901
P: (321) 608.7700
Fax: (321) 608.7719
Email: GIS@mlbfl.org

Melbourne City Council
July 8, 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.9.

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**

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
- 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
    - Residential Projects: Plans examiners have up to 5 business days to complete their review.
    - 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.
    - Review Approved: The review process is considered complete. Intake staff will generate an invoice for the permit.
    - 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.

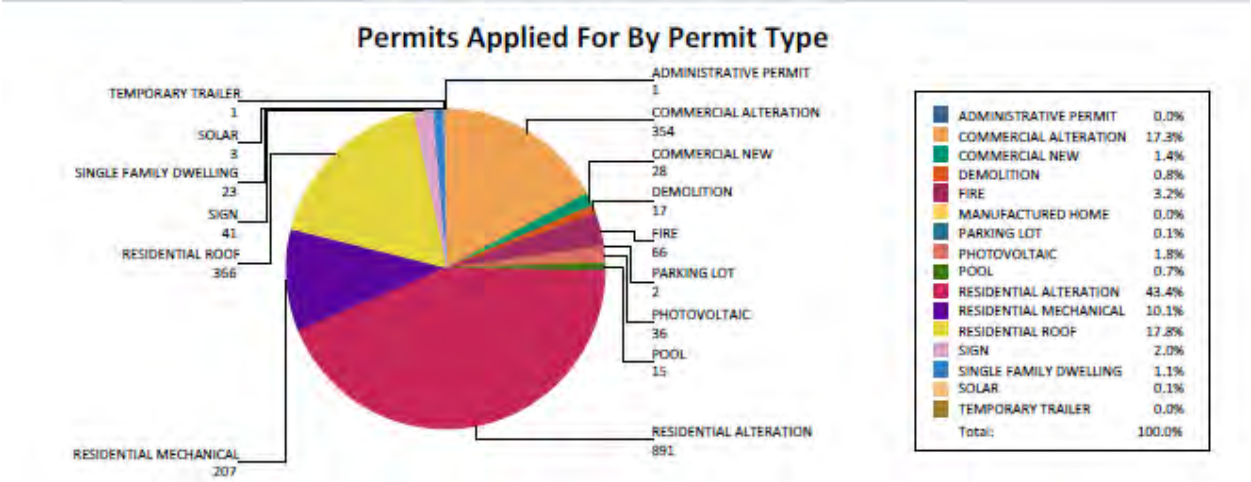
Some of the reasons that building permit reviews are taking longer to be reviewed or requiring multiple re-submittals are as follows:

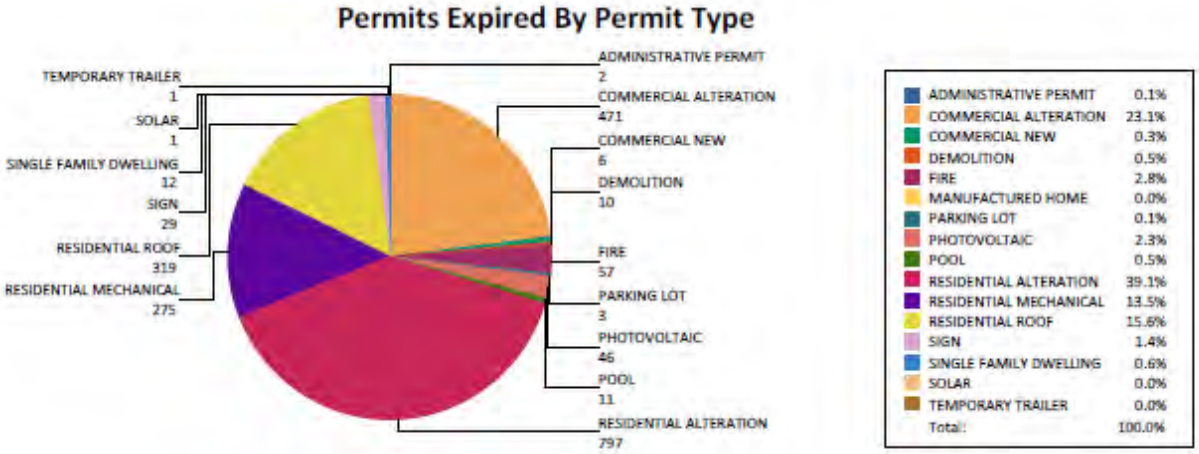
- Generally, the 1st review of a permit application does not contain 100% of the basic permit type requirements.
- Submittals often lack required Florida Building Code details and necessary site information for a complete review.
- Comments made by staff are often not addressed and have to be repeated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

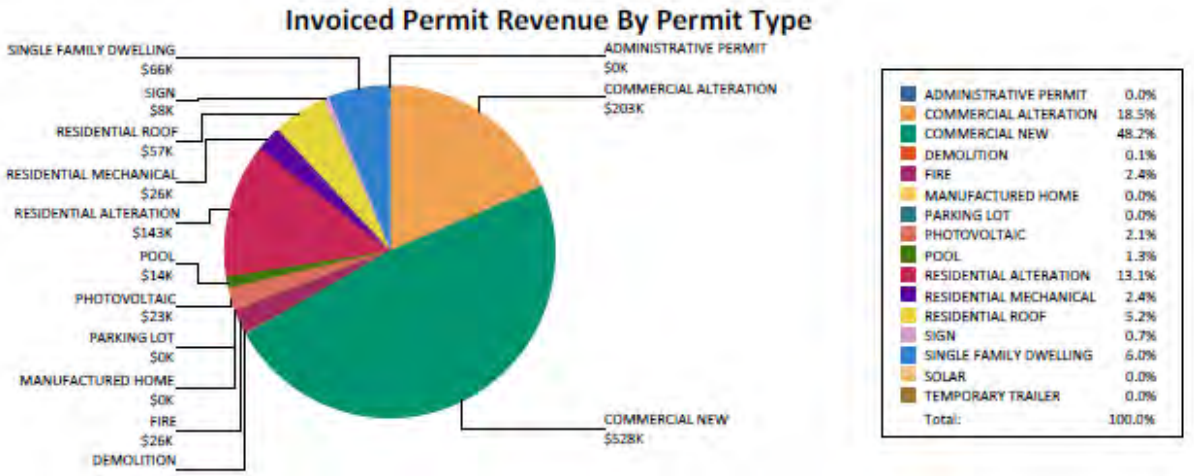
- When a larger number of review comments are generated will typically result in a higher number of submittals, as many more plans are exceeding 3 reviews, with some reaching a 6th or 7th review.
- The City allows permit applications and construction plans to be submitted concurrently, which can delay 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.

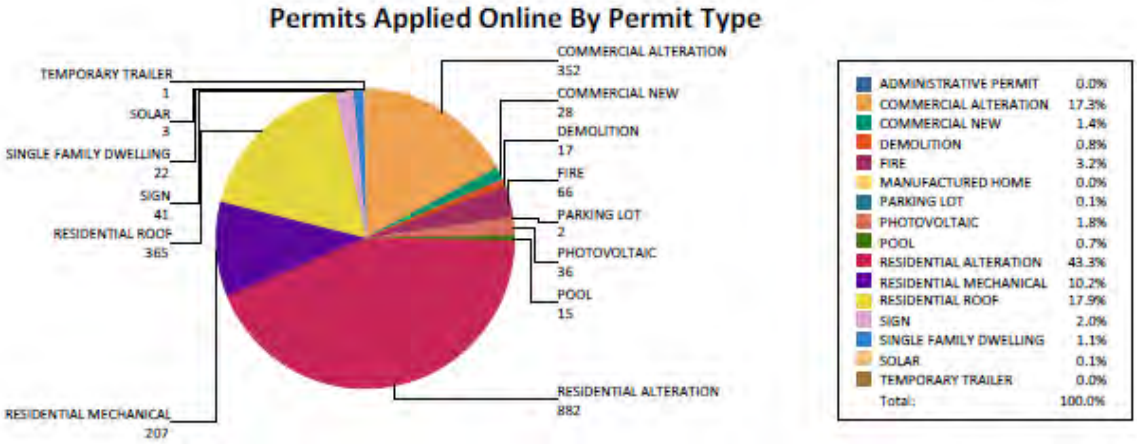
Key Performance Indicators (01/01/2025 to 03/31/2025)

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.









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**

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 1st 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 6th or 7th 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**

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:
    - Community Development
        - Zoning
        - Landscape
    - Water Distribution
    - Wastewater Collections
        - Transition
        - Lift Station
    - Reclaimed Water Distribution
    - Streets and Stormwater
    - Solid Waste and Recycling
    - Building Division
        - ADA
        - Floodplain
    - 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:

    - Water Distribution
    - Wastewater Collections
    - Reclaimed Water Distribution
    - 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:
    - 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.
    - 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.
    - 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

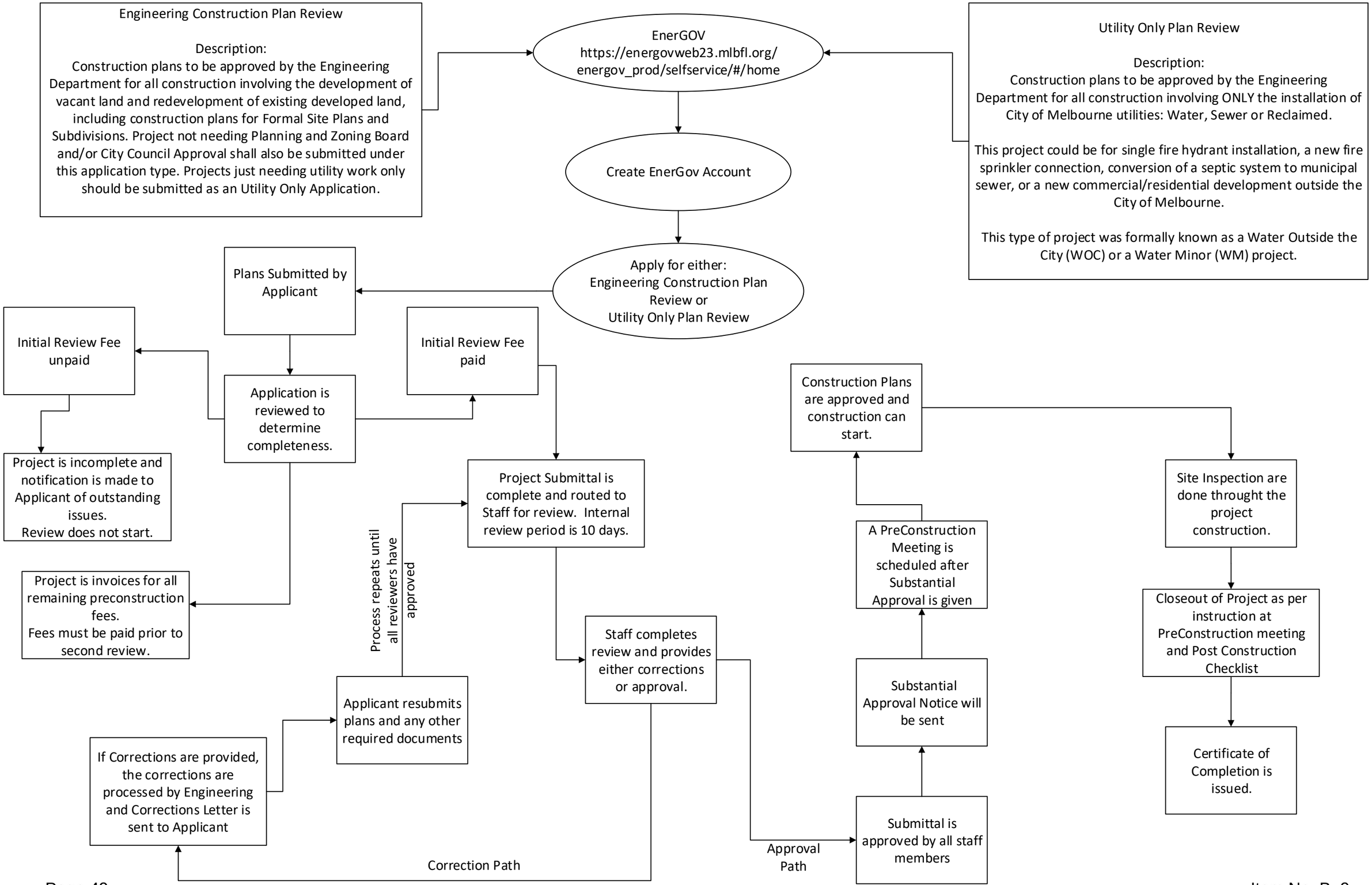
There are several issues with completing plan reviews in a timely manner.

- Regularly, the 1st 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.

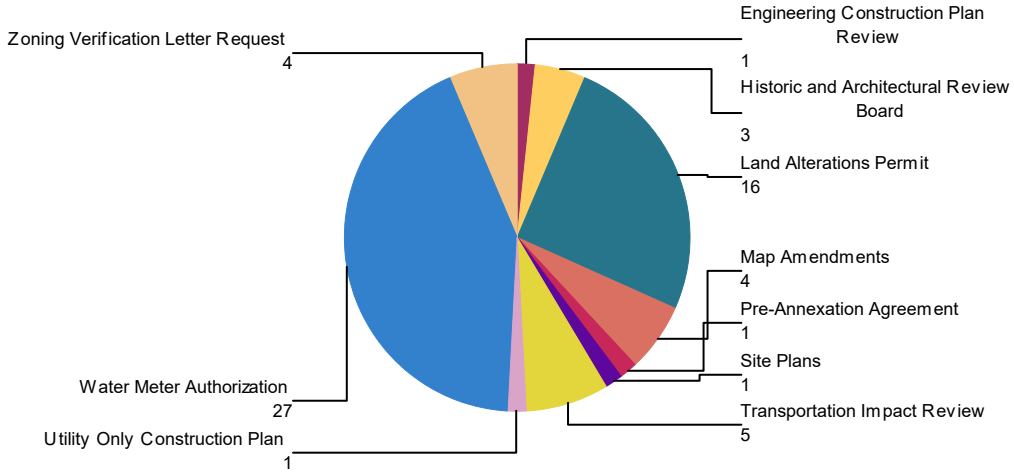

Engineering Construction Plan Review
Description:
Construction plans to be approved by the Engineering Department for all construction involving the development of vacant land and redevelopment of existing developed land, including construction plans for Formal Site Plans and Subdivisions. Project not needing Planning and Zoning Board and/or City Council Approval shall also be submitted under this application type. Projects just needing utility work only should be submitted as an Utility Only Application.
EnerGOV
https://energovweb23.mlbfl.org/energov_prod/selfservice/#/home
Utility Only Plan Review
Description:
Construction plans to be approved by the Engineering Department for all construction involving ONLY the installation of City of Melbourne utilities: Water, Sewer or Reclaimed.
This project could be for single fire hydrant installation, a new fire sprinkler connection, conversion of a septic system to municipal sewer, or a new commercial/residential development outside the City of Melbourne.
This type of project was formally known as a Water Outside the City (WOC) or a Water Minor (WM) project.
Create EnerGov Account
Apply for either:
Engineering Construction Plan Review or
Utility Only Plan Review
Plans Submitted by Applicant
Initial Review Fee unpaid
Initial Review Fee paid
Application is reviewed to determine completeness.
Project is incomplete and notification is made to Applicant of outstanding issues.
Review does not start.
Project is invoices for all remaining preconstruction fees.
Fees must be paid prior to second review.
Project Submittal is complete and routed to Staff for review. Internal review period is 10 days.
Process repeats until all reviewers have approved
Staff completes review and provides either corrections or approval.
Applicant resubmits plans and any other required documents
If Corrections are provided, the corrections are processed by Engineering and Corrections Letter is sent to Applicant
Correction Path
Approval Path
Submittal is approved by all staff members
Substantial Approval Notice will be sent
A PreConstruction Meeting is scheduled after Substantial Approval is given
Construction Plans are approved and construction can start.
Site Inspection are done throught the project construction.
Closeout of Project as per instruction at PreConstruction meeting and Post Construction Checklist
Certificate of Completion is issued.

City of Melbourne
The Harbor City

PLANNING & ENGINEERING ACTIVITY REPORT	2022 Total	2023 Total	2024 Total	2025 thru 3-31-25 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
Total	**904**	**676**	**677**	**179**

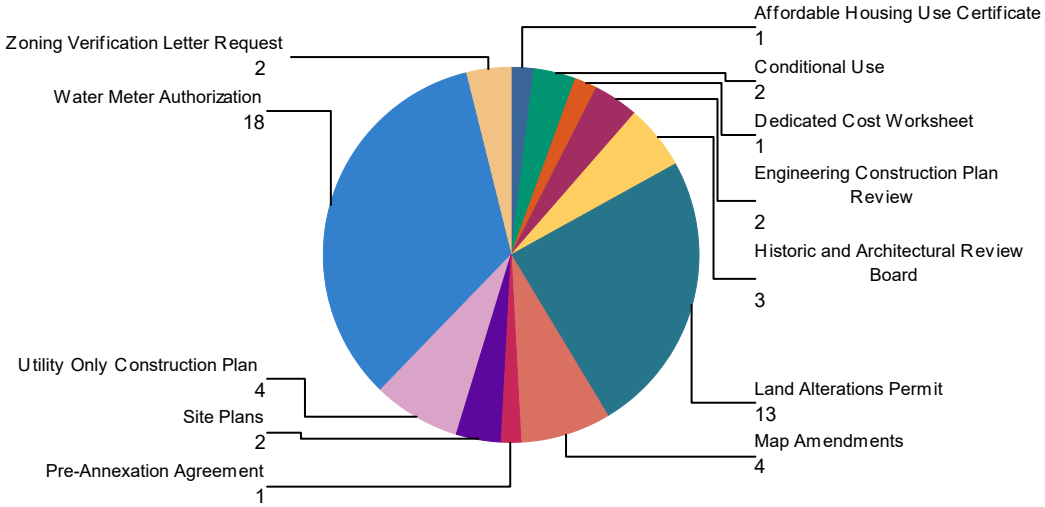
PLANNING KEY PERFORMANCE INDICATORS(01/01/2025 TO 01/31/2025) FOR CITY OF MELBOURNE

Plans Applied For By Plan Type



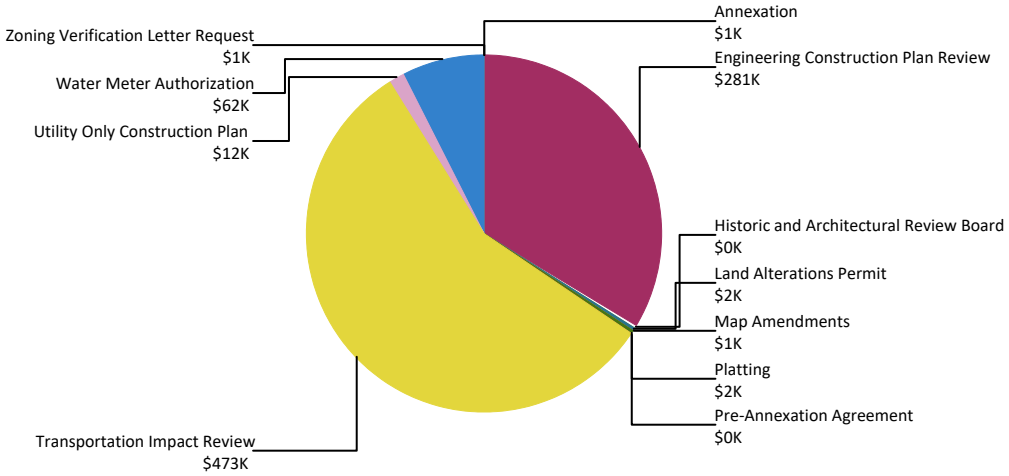
Affordable Housing Use Certificate	0.0%
Annexation	0.0%
Conditional Use	0.0%
Dedicated Cost Worksheet	0.0%
Engineering Construction Plan Review	1.6%
Historic and Architectural Review Board	4.8%
Land Alterations Permit	25.4%
Map Amendments	6.3%
Platting	0.0%
Pre-Annexation Agreement	1.6%
Site Plans	1.6%
Transportation Impact Review	7.9%
Utility Only Construction Plan	1.6%
Water Meter Authorization	42.9%
Zoning Verification Letter Request	6.3%
Total:	100.0%

Plans Completed By Plan Type



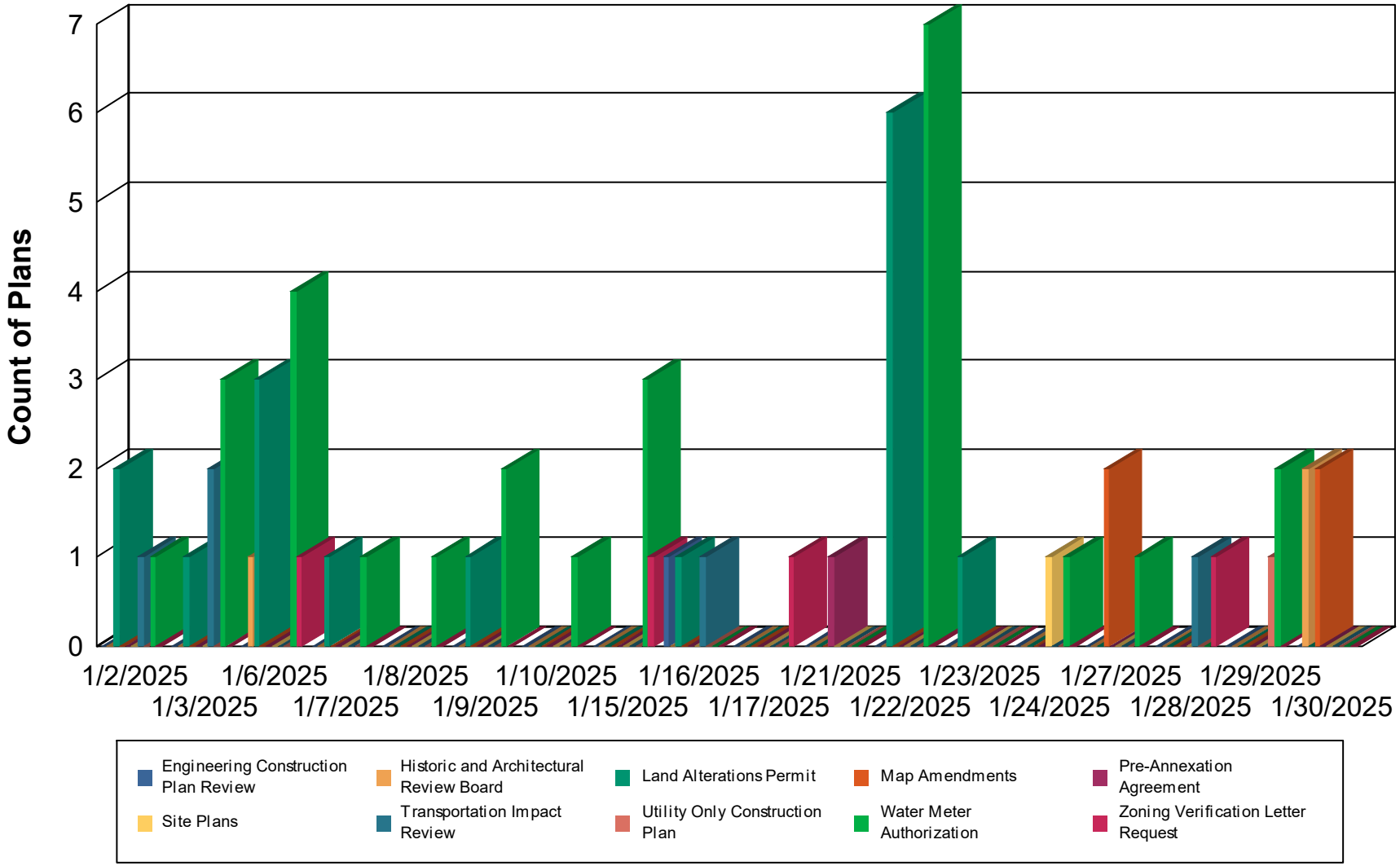
Affordable Housing Use Certificate	1.9%
Annexation	0.0%
Conditional Use	3.8%
Dedicated Cost Worksheet	1.9%
Engineering Construction Plan Review	3.8%
Historic and Architectural Review Board	5.7%
Land Alterations Permit	24.5%
Map Amendments	7.5%
Platting	0.0%
Pre-Annexation Agreement	1.9%
Site Plans	3.8%
Transportation Impact Review	0.0%
Utility Only Construction Plan	7.5%
Water Meter Authorization	34.0%
Zoning Verification Letter Request	3.8%
Total:	100.0%

Invoiced Plan Revenue By Plan Type



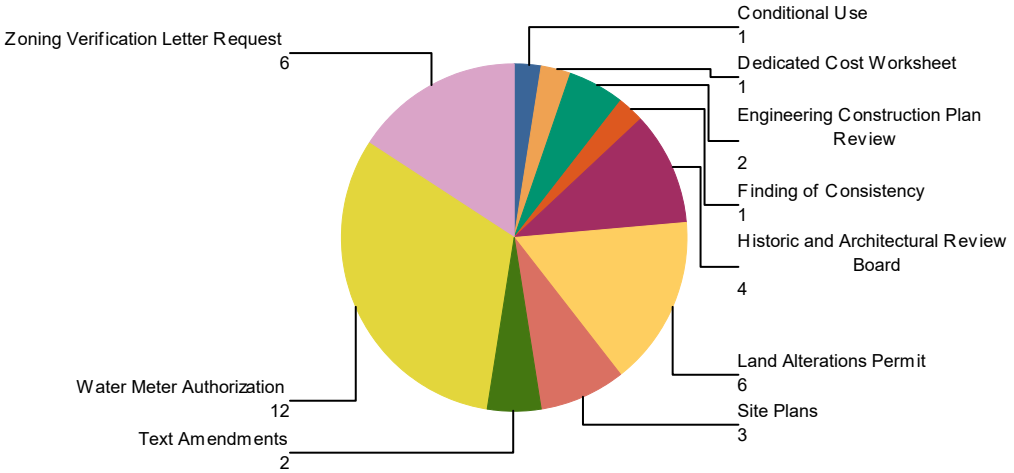
Affordable Housing Use Certificate	0.0%
Annexation	0.1%
Conditional Use	0.0%
Dedicated Cost Worksheet	0.0%
Engineering Construction Plan Review	33.7%
Historic and Architectural Review Board	0.0%
Land Alterations Permit	0.3%
Map Amendments	0.2%
Platting	0.3%
Pre-Annexation Agreement	0.0%
Site Plans	0.0%
Transportation Impact Review	56.6%
Utility Only Construction Plan	1.4%
Water Meter Authorization	7.4%
Zoning Verification Letter Request	0.1%
Total:	100.0%

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



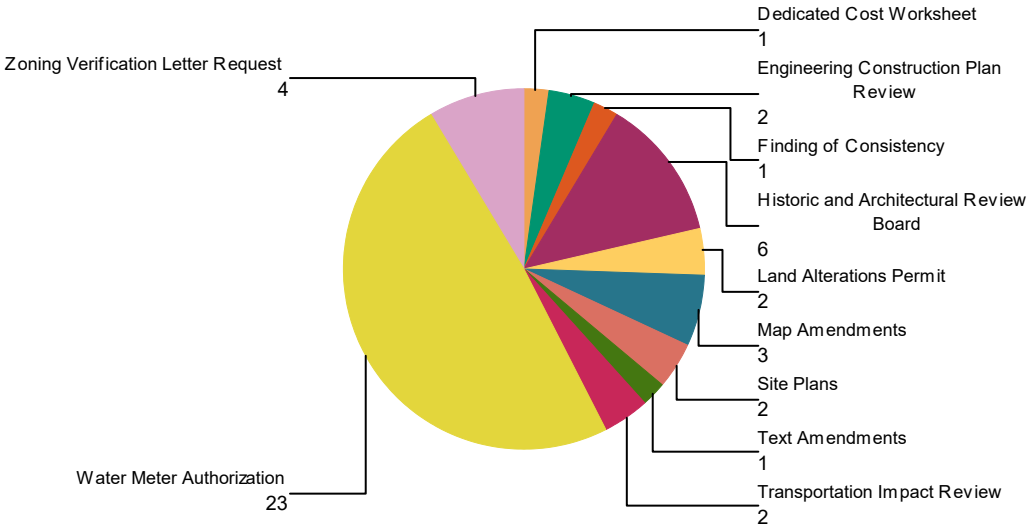
PLANNING KEY PERFORMANCE INDICATORS(02/01/2025 TO 02/28/2025) FOR CITY OF MELBOURNE

Plans Applied For By Plan Type



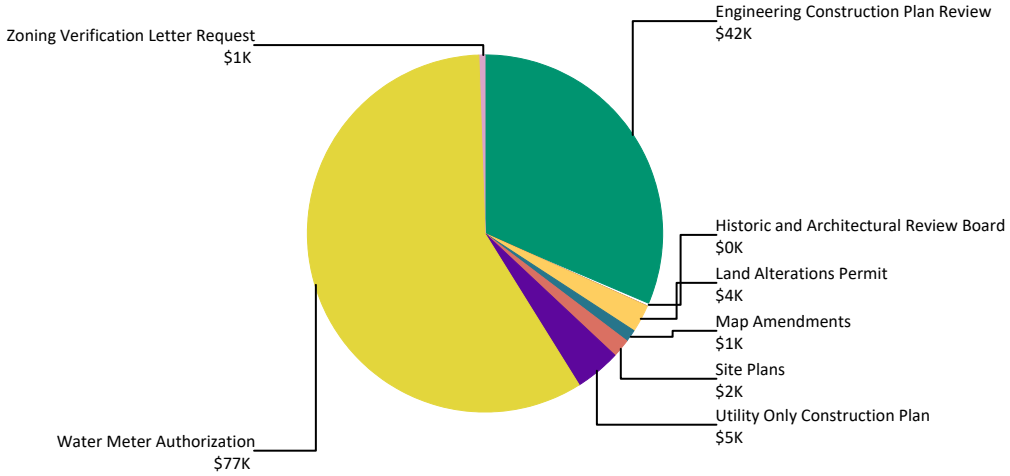
Conditional Use	2.6%
Dedicated Cost Worksheet	2.6%
Engineering Construction Plan Review	5.3%
Finding of Consistency	2.6%
Historic and Architectural Review Board	10.5%
Land Alterations Permit	15.8%
Map Amendments	0.0%
Site Plans	7.9%
Text Amendments	5.3%
Transportation Impact Review	0.0%
Utility Only Construction Plan	0.0%
Water Meter Authorization	31.6%
Zoning Verification Letter Request	15.8%
Total:	100.0%

Plans Completed By Plan Type



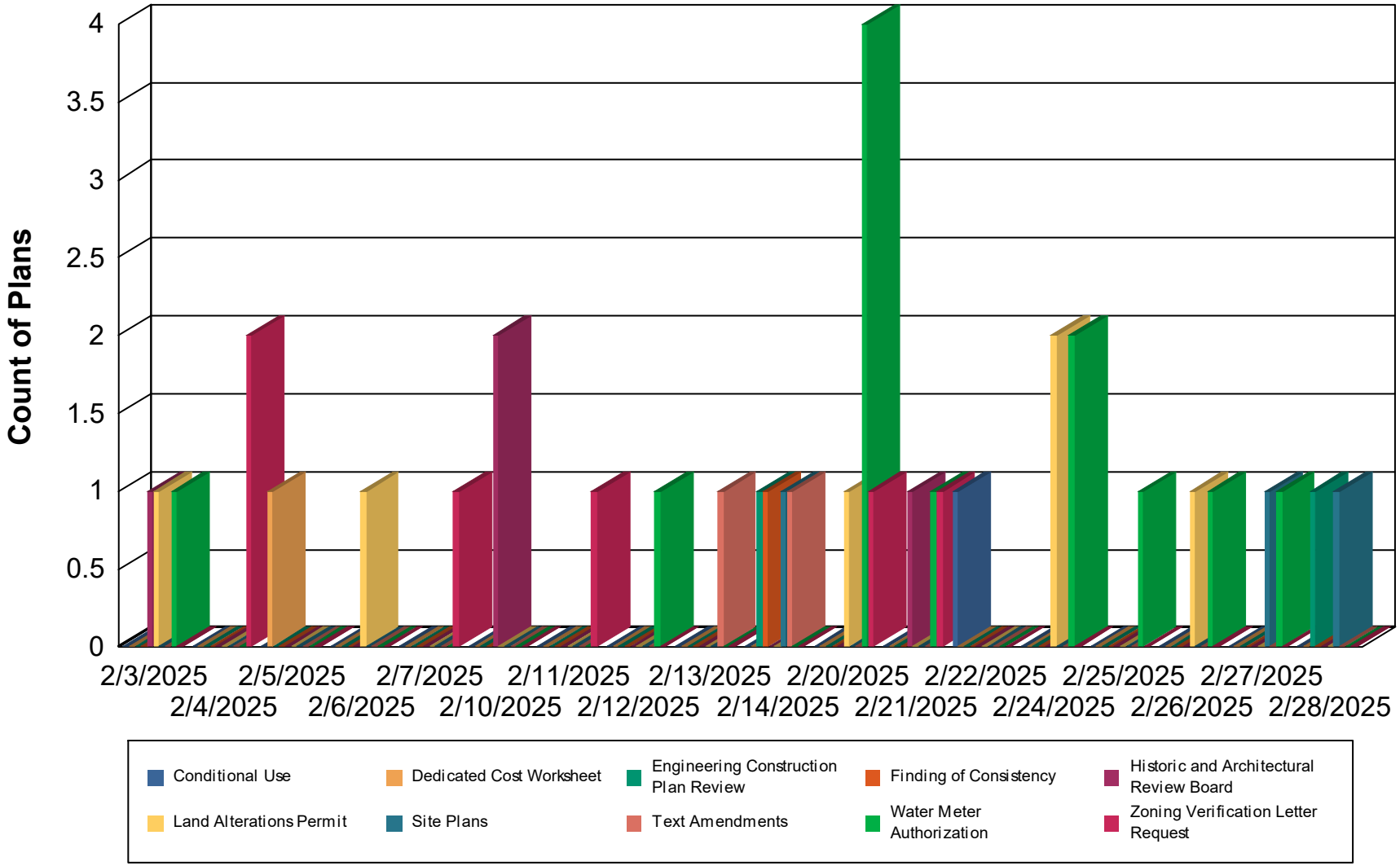
Conditional Use	0.0%
Dedicated Cost Worksheet	2.1%
Engineering Construction Plan Review	4.3%
Finding of Consistency	2.1%
Historic and Architectural Review Board	12.8%
Land Alterations Permit	4.3%
Map Amendments	6.4%
Site Plans	4.3%
Text Amendments	2.1%
Transportation Impact Review	4.3%
Utility Only Construction Plan	0.0%
Water Meter Authorization	48.9%
Zoning Verification Letter Request	8.5%
Total:	100.0%

Invoiced Plan Revenue By Plan Type



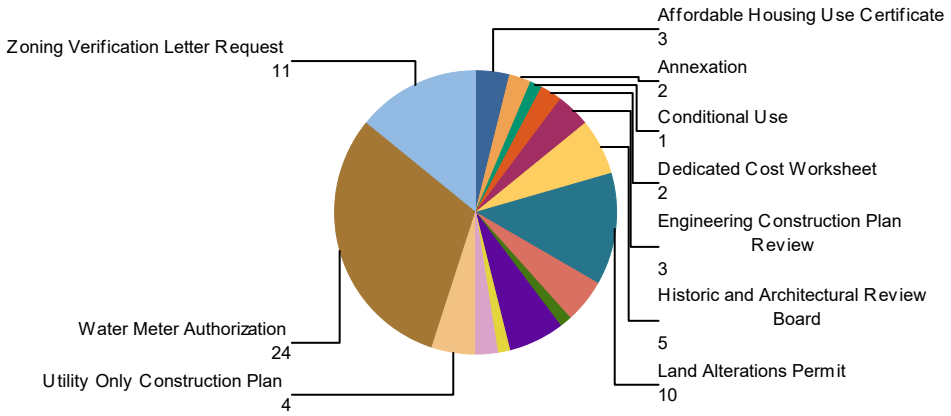
Conditional Use	0.0%
Dedicated Cost Worksheet	0.0%
Engineering Construction Plan Review	31.4%
Finding of Consistency	0.0%
Historic and Architectural Review Board	0.1%
Land Alterations Permit	2.7%
Map Amendments	1.1%
Site Plans	1.7%
Text Amendments	0.0%
Transportation Impact Review	0.0%
Utility Only Construction Plan	4.0%
Water Meter Authorization	58.4%
Zoning Verification Letter Request	0.5%
Total:	100.0%

MONTHLY PLANS APPLIED (CHART) FROM (02/01/2025 TO 02/28/2025) FOR CITY OF MELBOURNE



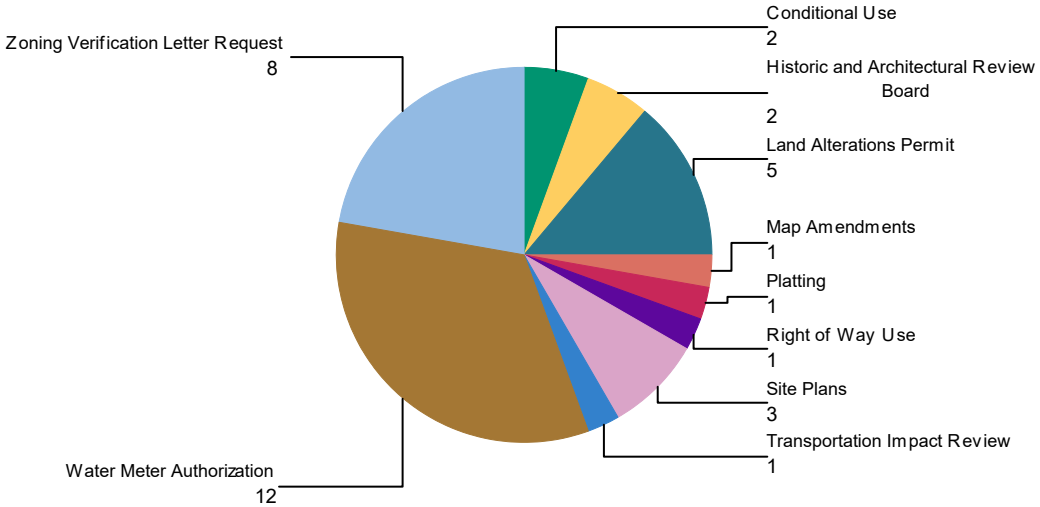
PLANNING KEY PERFORMANCE INDICATORS(03/01/2025 TO 03/31/2025) FOR CITY OF MELBOURNE

Plans Applied For By Plan Type



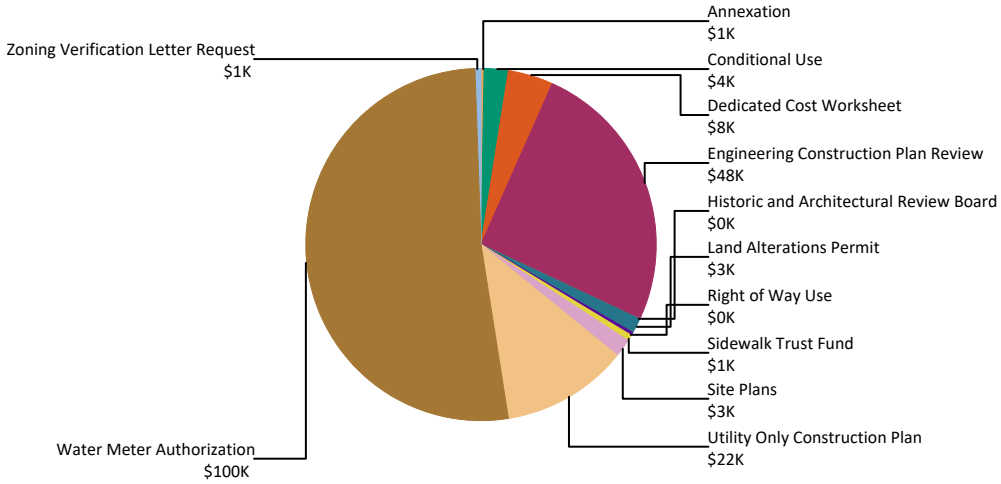
Affordable Housing Use Certificate	3.8%
Annexation	2.6%
Conditional Use	1.3%
Dedicated Cost Worksheet	2.6%
Engineering Construction Plan Review	3.8%
Historic and Architectural Review Board	6.4%
Land Alterations Permit	12.8%
Map Amendments	5.1%
Miscellaneous	1.3%
Platting	0.0%
Right of Way Use	6.4%
Sidewalk 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



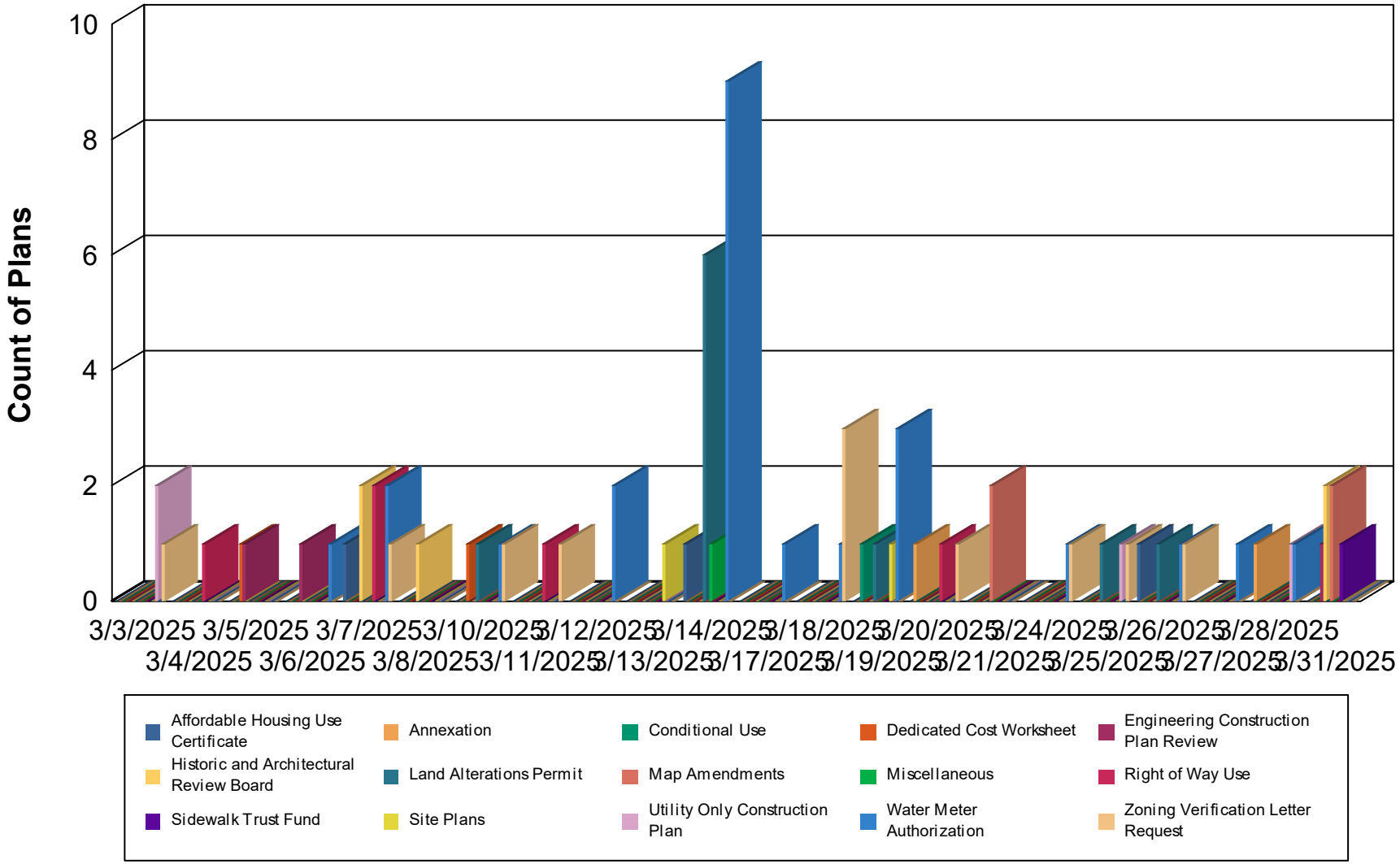
Affordable Housing Use Certificate	0.0%
Annexation	0.0%
Conditional Use	5.6%
Dedicated Cost Worksheet	0.0%
Engineering Construction Plan Review	0.0%
Historic and Architectural Review Board	5.6%
Land Alterations Permit	13.9%
Map Amendments	2.8%
Miscellaneous	0.0%
Platting	2.8%
Right of Way Use	2.8%
Sidewalk 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
July 8, 2025
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	N/A
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.10.

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 10th day of June, 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. 2025-29 – Beautification and Energy Efficiency Board

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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 <u>(i.e., solar, hydrogen, nuclear, natural gas, biofuels, recycled natural gases, waste to energy conversion)</u> 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)

CY	Renewables %	Nuclear %	Fossil %
2017	3.4	23.4	73.2
2018	4.2	22.6	73.2
2019	4.4	22.0	73.6
2020	4.7	22.5	72.8
2021	4.8	22.6	72.6
2022	8.5	20.1	71.4
2023	11.7	20.4	67.9
2025*	46.0	19.0	35.0
2030*	62.0	15.0	23.0
2035*	71.0	12.0	17.0
2040*	80.0	12.0	8.0
2045*	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
July 8, 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.11.

Subject:
Consent Agenda

Background/Consideration:

a. Memorandum of Agreement between the Tallahassee Police Department and the City of Melbourne to have the authority to perform certain functions on the Electronic License and Vehicle Information System (ELVIS).

b. Sixth Amendment to increase contract pricing by $17,945.32 annually for various City facilities, Clean Space, Inc., Coral Springs, FL - estimated annual amount of $242,222.40 and estimated remaining contract amount of $1,211,112.

c. Contract award for the purchase of reverse osmosis pre-filter cartridges for the Water Production Division, Harn RO Systems, Inc., Venice, FL - estimated annual cost of $32,375 and estimated total contract cost of $194,250.

d. Contract awards for the purchase of liquid oxygen for the Water Production Division, Airgas USA, LLC, Dallas, TX, as the primary vendor - estimated annual cost of $320,736 and estimated contract cost of $1,924,416, and VertAir Inc., New Hyde Park, NY, as the secondary vendor.

e. Renewal of a three-year Microsoft Enterprise Agreement for Office 365 and Windows/SQL server operating software licenses with cloud storage, Insight Public Sector, Chandler, AZ - annual cost of $353,527.95 and a total contract amount $1,060,583.85.

f. Professional Engineering Services selection for Utilities, and authorization to negotiate a contract with DRMP, Inc., Melbourne, FL, Infrastructure Engineering, LLC, Indian Harbour Beach, FL, and Wade Trim, Inc., Melbourne, FL.

g. Professional Engineering Services selection for Site/Civil and authorization to negotiate a contract with DRMP, Inc., Melbourne, FL and Kimley-Horn & Associates, Inc., Melbourne, FL.

h. Professional Engineering Services selection for Infrastructure Engineering and authorization to negotiate a contract with DRMP, Inc., Melbourne, FL and AtkinsRealis USA, Inc., Melbourne, FL.

i. Professional Engineering Services selection for Geotechnical Laboratory and authorization to negotiate a contract with Ardaman & Associates, Inc., Cocoa, FL.

j. Professional Engineering Services selection for Survey and authorization to negotiate a contract with DRMP, Inc., Melbourne, FL and Haley Ward, Inc., Melbourne, FL.

k. **Resolution No. 4358:** A resolution approving the first amendment to the lease agreement between the City of Melbourne and Senator Debbie Mayfield for office space in City Hall.

l. **Resolution No. 4359:** A resolution providing for a change in the September 2025 City Council regular meeting schedule.

m. **Resolution No. 4360:** A resolution designating those persons authorized to sign checks and transact business pertaining to the City of Melbourne bank and investment accounts on behalf of the City.

n. **Resolution No. 4361:** A resolution adopting the name "Groveland Drive" for a private driveway within the Groveland Mobile Home Park.

Melbourne City Council
July 8, 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.11.a.

Subject:
Memorandum of Agreement between the Tallahassee Police Department and the City of Melbourne to have the authority to perform certain functions on the Electronic License and Vehicle Information System (ELVIS).

Background/Consideration:
The agreement between the Tallahassee Police Department and the Melbourne Police Department is to enter into a Criminal Justice User Agreement with the Florida Department of Law Enforcement and are required to abide by the current FBI Criminal Justice System Security Policy for access to state and national Criminal Justice Information. The Tallahassee Police Department has the benefit of the Electronic License and Vehicle Information System (ELVIS) interface, operated by Florida State University (FSU), which provides access to the National Crime Information Center (NCIC) and the Florida Crime Information Center (FCIC). The Melbourne Police department wishes to utilize ELVIS interface for access to NCIC and FCIC information for law enforcement purposes.

This agreement has been reviewed by the City Attorney's Office and will remain in effect until either party terminates or suspends the MOU.

Fiscal/Budget Impact:
The agreement has no requirements or provisions regarding indemnification or financial contributions (other than salary, benefits and worker's compensation expenses).

Requested Action:
Approval of the Memorandum of Agreement between the Tallahassee Police Department and the City of Melbourne and authorization for the City Manager to execute the agreement substantially in the form included in the agenda package.

MEMORANDUM OF UNDERSTANDING

Electronic License and Vehicle Information System (ELVIS)

WITNESSETH

WHEREAS, on _____ ("Effective Date") this MOU is entered into by and between, the City of Tallahassee on behalf of the Tallahassee Police Department, hereafter referred to as TPD, and Melbourne Police Department, hereafter referred to as Contract Agency (CA), are both criminal justice agencies, formally recognized by the Federal Bureau of Investigation (FBI) and the Florida Department of Law Enforcement (FDLE), and;

WHEREAS, TPD and the CA are headquartered within the boundaries of the State of Florida, and;

WHEREAS, both TPD and the CA have entered in Criminal Justice User Agreements (UA) with FDLE and are required to abide by the current FBI Criminal Justice Information System (CJIS) Security Policy (CSP) for access to state and national Criminal Justice Information (CJI) as defined by the CSP, and;

WHEREAS, the FDLE CJIS Director functions as the CJIS Systems Officer (CSO) for the State of Florida, required by the CSP and UA to grant and authorize access to CJI within the State of Florida, and;

WHEREAS, TPD presently has the benefit of Electronic License and Vehicle Information System (ELVIS) interface, operated and maintained by Florida State University (FSU), which provides access to the National Crime Information Center, hereafter NCIC, and the Florida Crime Information Center, hereafter FCIC, and;

WHEREAS, the CA wishes to utilize ELVIS interface for access to NCIC and FCIC Information Systems for law enforcement purposes, and;

WHEREAS, TPD is willing to share individual background screening information obtained from state and national fingerprint-based records checks with the CA, in a manner consistent with the requirements of the CSP;

NOW WHEREFORE, the parties agree as follows,

1. FSU will provide the TPD with a current and complete list of all personnel who require unescorted physical or local access to CJI.

2. TPD will ensure all personnel provided in Section 1, above, are appropriately screened and trained.

3. TPD will fingerprint and submit the requisite identification information on personnel who require unescorted physical or local access to CJI prior to being granted access. TPD will use its criminal justice ORI for submitting fingerprints required by the CSP and UA. TPD will retain the fingerprint-based records check, the signed security addendums, and the completed Security Awareness Level 4 certificates for said personnel.

4. TPD will maintain a current and complete list of all personnel who have been authorized to access CJI. Individual information shall include name, date of birth, and if previously provided, Social Security Number or unique identification to accurately identify the individual.

5. TPD shall provide to the CA the list of all personnel who are authorized access to CJI inside ELVIS.

6. TPD shall defer to the FDLE CSO regarding any issues with respect to CJI access eligibility as required by the CSP and UA.

7. When any change occurs to the list of authorized personnel, the TPD shall provide to the CA the corrected or revised list of authorized personnel, and specifically identify any additions, deletions, or modifications to the list.

8. TPD will notify the CA in the event that an individual, whether seeking or already authorized access to CJI, is denied such access by the FDLE CSO.

9. To properly assess any potentially disqualifying information as it becomes available, every year, TPD shall perform a name-based check via the FCIC message switch, including, but not limited to, hot files, and state/national criminal history record information searches, on all personnel authorized access to CJI in ELVIS.

10. Upon notification/determination of any type of reported or observed criminal or other disqualifying activity by an individual authorized access to CJI in ELVIS, the TPD shall immediately notify the CA via formal correspondence of the individual's activity.

11. TPD shall immediately notify the CA upon learning of the termination or suspension from employment of an individual authorized access to CJI in ELVIS.

12. The CA shall be entitled to use, through agents and employees of the TPD, the ELVIS interface located at the TPD for the purpose of gaining access to NCIC and FCIC Information Systems for law enforcement purposes.

13. The CA agrees to abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and regulations of NCIC and FCIC with regards to the use of any device accessing CJI and/or ELVIS under the terms of this MOU.

14. The CA agrees to abide by all terms and conditions of the most recent UA executed between FDLE and the CA.

15. The CA agrees that it shall make use of the ELVIS access in compliance with the CSP.

16. If the CA intends to use mobile devices (as defined in the CSP), the CA agrees to have and operate a Mobile Device Management (MDM) solution as required by the CSP.

17. The CA agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information Systems by the CA, CA's agents, and the CA's authorized designees.

18. TPD agrees to retain responsibility for, and be ultimately liable for, the validity and accuracy of all information or data submitted for entry into the NCIC and FCIC Information System entered by TPD, TPD agents, and TPD's authorized designees.

19. Nothing contained herein shall be constructed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

20. The CA retains ownership of all records created inside ELVIS by the CA and responses generated as a direct result of the CA, including user accounts, account access and audit logs, user activity, query history, and query responses, and agrees to respond appropriately to any and all public records requests regarding those records.

21. The CA grants TPD permission to retain and host all records created inside ELVIS by the CA in accordance with the CSP and FDLE UA.

22. The CA grants TPD and aforementioned personnel provided in section 1 permission to view and create records in FSU ELVIS on behalf of the CA solely for the purposes of training or troubleshooting.

23. The CA agrees that neither TPD nor the aforementioned personnel provided in section 1 are responsible for fulfilling public records requests on behalf of the CA. TPD agrees to forward all public records requests it receives for records created and/or owned as described in section 20 by the CA to the CA.

24. In compliance with the FDLE UA, the CA agrees to have a formal written policy restricting ELVIS access to agency owned devices and forbidding access and use of ELVIS on personally owned or public devices.

25. TPD agrees that the current Terminal Agency Coordinator (TAC) of the CA as recorded with FDLE and/or the current agency head within the CA shall be notified by TPD of updates and information regarding personnel authorized to access CJI, including but not limited to when an individual is added or removed from the list of authorized users or when an individual on the list is arrested.

26. TPD shall have formal written guidelines defining the processes associated with implementation of this MOU.

27. TPD will forward a copy of this MOU to the FDLE CSO.

28. The term of this MOU shall commence on the Effective Date and shall remain in full force and effect until terminated in accordance with the terms herein.

29. Either party may terminate this MOU upon sixty (60) business days' written notice or immediately by TPD without notice upon finding that the CA has violated terms of this MOU, or immediately by the CA without notice upon finding that TPD has violated the terms of this MOU.

30. This MOU constitutes the entire agreement of the parties and may not be modified or amended without written agreement executed by both parties, and establishes procedures and policies that will guide all parties to comply and adhere to the CJIS Security Policy.

31. This MOU supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between TPD and the CA with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation; commitment, agreement or writing will have no further rights or obligations there under.

32. The City of Tallahassee values the diversity of all citizens in the community and welcomes participation from all interested parties in its programs, services, and activities, regardless of cultural identity or background. As a recipient of federal financial assistance, the City complies with Title VI of the Civil Rights Act of 1964 and is committed to promoting the comprehensive realization of equal opportunity and equal access to all of its programs, services, and activities regardless of race, color, national origin, sex, religion, age, disability, marital or family status, sexual orientation, gender identity, or any other characteristic protected by law. The City will not tolerate any form of proscribed discrimination in any of its programs, services, or activities. Further, the City will not tolerate any form of retaliation directed against an individual who complains of discrimination pursuant to this policy or who participates in any investigation concerning discrimination pursuant to this policy.

The current FBI CJIS CSP mandates all agencies connected to the FBI CJIS systems adhere to regulation set forth within the Security Policy. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county IT personnel, and private vendors. The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.5(1) of the CJIS Security Policy, and the Security Addendum, which can be found in Appendix H.

IN WITNESS HEREOF, the parties hereto have caused this MOU to be executed by the proper officers and officials.

Tallahassee Police Department

Agency Name (TPD)

Authorized Signatory (TPD) Date

Lawrence Revell, #100 Chief of Police

Printed Name / ID # Title

ATTEST TO:

By:_____

James O. Cooke, IV, City Treasurer-Clerk

Approved as to form:

By:_____

Theresa A. Flury, Asst. City Attorney

Authorized Signatory (CA) Date

Jenni Lamb City Manager

Printed Name Title

Melbourne City Council
July 8, 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.11.b.

Subject:
Sixth Amendment to increase contract pricing by $17,945.32 annually for various City facilities.

Background/Consideration:
Custodial services are utilized at various city-owned facilities. The City issued a Request for Proposals on March 21, 2024, and a contract was awarded on August 13, 2024. Amendments one through five have been approved and executed for the addition and removal of various City facilities. The vendor has requested a price increase due to minimum rate increases and labor costs, which staff find reasonable and acceptable. The Sixth Amendment pricing will begin on September 1, 2025, and expire on August 31, 2026, with four 12-month renewals available.

Contract/Solicitation:
This contract expires on August 31, 2025 and has five, 12-month renewals available.

Fiscal/Budget Impact:
Charges are allocated to division operating budgets utilizing the service.

Requested Action:
Approval of Sixth Amendment to increase contract pricing by $17,945.32 annually for various City facilities, Clean Space, Inc., Coral Springs, FL - estimated annual amount of $242,222.40 and estimated remaining contract amount of $1,211,112.

City of Melbourne

SIXTH AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES
Custodial Services
Contract No. P24017K-0-2024/KL

This Sixth Amendment to Purchase Agreement for Services No. P24017K-0-2024/KL, Custodial Services 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 **CLEAN SPACE, INC.,** a Florida corporation whose address is 3764 NW 124th Ave, Coral Springs, FL 33065 (the "CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. The Contract entered into on September 1, 2024, is hereby renewed for an additional twelve (12) month term beginning September 1, 2025 through August 31, 2026.

2. Amendments 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.

   A. Exhibit A4 – Pricing Schedule is amended (Revised Exhibit A4 attached).

3. Except as expressly provided in this Sixth Amendment to Purchase Agreement for Services No. P24017K-0-2024/KL, Custodial Services, 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 Sixth Amendment shall become effective upon the last of the parties to sign.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By: _____ Date_____
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

CLEAN SPACE, INC.
A Florida corporation

By: _____ Date 06/02/2025
Name: Matt Giunco
Its: CEO
3764 NW 124th Avenue
Coral Springs, FL 33065

Attest:_____
Kevin McKeown, City Clerk

REVISED EXHIBIT A4
PRICING SCHEDULE

CONTRACTOR shall provide all Services (and Items incidental thereto) and work set forth in this RFP for the costs stated below.

Item	Description	Monthly Price	Annual Price
PUBLIC WORKS - HARPER RD			
1	Public Works/ Utility Admin Bldg.	~~$758.40~~ $819.07	~~$9,100.58~~ $9,828.84
2	Utilities Admin Bldg.	~~$373.50~~ $403.38	~~$4,481.53~~ $4,840.56
3	Water/Wastewater Ops Bldg.	~~$373.50~~ $403.38	~~$4,481.53~~ $4,840.56
4	Utilities Ops Pump Bldg.	~~$373.50~~ $403.38	~~$4,481.53~~ $4,840.56
5	Park/Streets Bldg.	~~$373.50~~ $403.38	~~$4,481.53~~ $4,840.56
6	Fleet Mgmt. Bldg.	~~$373.50~~ $403.38	~~$4,481.53~~ $4,840.56
7	Facilities Ops Bldg.	~~$373.50~~ $403.38	~~$4,481.53~~ $4,840.56
POLICE BUILDINGS			
~~8~~	~~Police Communications Center~~	~~$2,787.50~~	~~$33,450.32~~
~~9~~	~~Police Administration Bldg.~~	~~$2,787.50~~	~~$33,450.32~~
HOUSING & URBAN IMPROVEMENT			
10	Housing & Urban Improvement Bldg.	~~$373.50~~ ~~$542.00~~ $585.36	~~$4,481.53~~ ~~$6,504.00~~ $7,024.32
PROCUREMENT			
11	Central Warehouse	~~$143.90~~ $155.41	~~$1,726.71~~ $1,864.92
GOLF COURSES			
12	Crane Creek Golf Course	~~$461.20~~ $498.10	~~$5,534.94~~ $5,977.20
13	Mallard's Landing Golf Course	~~$461.20~~ ~~$1,111.20~~ $1,200.10	~~$5,534.94~~ ~~$13,334.40~~ $14,401.20
FIRE STATIONS			

14	Fire Station 71 – Administration Bldg.	~~$1,251.30~~ $1,351.40	~~$15,015.64~~ $16,216.80
PARKING GARAGE			
15	City of Melbourne Parking Garage	~~$1,943.50~~ $2,098.98	~~$23,321.63~~ $25,187.76
POLICE BUILDING			
16	Joseph Pellicano Law Enforcement Center	~~$10,237.50~~ $11,056.50	~~$122,850.00~~ $132,678.00
		Total Annual Cost items 1-16	~~$158,505.80~~ ~~$166,305.25~~ ~~$289,155.25~~ ~~$255,704.93~~ ~~$224,277.08~~ $242,222.40
Pricing shall include all direct and indirect costs e.g., travel, disposal fees, permits, profit & overhead, supervision, etc.			

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.

City of Melbourne
Procurement Division
900 E. Strawbridge Avenue - Melbourne, FL 32901 - (321) 608-7060 - Fax (321) 608-7070

SENT VIA EMAIL

May 29, 2025

Clean Space, Inc
Matt Giunco, CEO
3764 NW 124th Ave
Coral Springs, FL 33065

Re: **Contract No. P24017K-0-2024/KL**
Custodial Services- Term Contract

Dear Mr. Giunco:

The term of the above referenced Contract expires on August 31, 2025.

The City has received your quote for the price increase. In addition, the City has agreed to your proposed price increase of $17,945.32 per year.

In accordance with the terms of the contract, the contract may be renewed for an additional twelve (12) month period upon agreement by both Parties.

An amendment to renew the contract has been prepared for execution. If you are in agreement to renew this contract for the period of September 1, 2025 through August 31, 2026 at the same terms and conditions, please sign, date, and return the original amendment to the Procurement Division, City of Melbourne.

Please include updated insurance certificates with the signed amendment as required by the contract. **The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured.**

We appreciate your continued support in providing service to the City of Melbourne. Should you have any questions pertaining to the above, please contact Morgan Gomez, Associate Buyer at (321) 608-7062 or by email at morgan.gomez@mlbfl.org

Sincerely,

Morgan Gomez

Morgan Gomez
Associate Buyer

Enclosure – Sixth Amendment

An Equal Opportunity Employer
www.melbourneflorida.org

City of Melbourne

FIFTH AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES
Custodial Services
Contract No. P24017K-0-2024/KL

This Fifth Amendment to Purchase Agreement for Services No. P24017K-0-2024/KL, Custodial Services 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 **CLEAN SPACE, INC.**, a Florida corporation whose address is 3764 NW 124th Ave, Coral Springs, FL 33065 (the "CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. The CITY and the CONTRACTOR entered into Contract No. P24017K-0-2024/KL, Custodial Services, effective September 1, 2024.

2. Amendments 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.

   A. Exhibit A1; Attachment A-16: Parking Lots: Section B has been amended to remove Empty fuel station trash- deposit in designated outdoor refuse container and to add Empty garage/sallyport trash- deposit in designated outdoor refuse container.

3. Except as expressly provided in this Fifth Amendment to Purchase Agreement for Services No. P24017K-0-2024/KL, Custodial Services, 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 Fifth Amendment shall become effective upon the last of the parties to sign.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By: _____ Date 5/8/25
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

Attest: _____
Kevin McKeown, City Clerk

CLEAN SPACE, INC.
A Florida corporation

By: _____ Date 05/08/2025
Name: Matt Giunco
Its: CEO
3764 NW 124th Avenue
Coral Springs, FL 33065

An Equal Opportunity Employer
www.melbourneflorida.org

REVISED Exhibit A1
Statement of Work

Attachment A-16
Custodial Services – Joseph Pellicano Law Enforcement Center

JOSEPH PELLICANO LAW ENFORCEMENT CENTER - #16 250 W. Nasa Blvd., Melb., FL 32901	Building Contact	Phone Number

Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
Offices	A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.
	B	Vacuum office carpets and/or dust tile floors (under deck, around cabinets – move chairs) – spot clean as necessary.
Break Rooms	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Spot clean light switches, doors, door jambs, frames, walls, and kick plates.
	C	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	D	Wet mop floors with approved germicidal cleaner.
Parking Lots	A	Pick up trash and refuse – deposit in designated outdoor refuse container.
	B	~~Empty fuel station trash – deposit in designated outdoor refuse container.~~ Empty garage/sallyport trash - deposit in designated outdoor refuse container.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

JOSEPH PELLICANO LAW ENFORCEMENT CENTER CON'T - #16	SPECIFIC CLEANING (NOTE FREQUENCY)			
TWICE WEEKLY	**Tuesday**		**Thursday**	
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.			
B	Vacuum office carpets and/or dust tile floors (under deck, around cabinets – move chairs) – spot clean as necessary.			
WEEKLY	**Tuesday**			
A	Polish all furniture and countertops.			
B	Dust open surfaces, wall decorations, etc.			
C	Dust window frames, ledges, and wall panels.			
D	Damp clean walls and partitions.			
E	Wash inside of entrance extension glass.			
F	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.			
G	Spray buff all tile floors.			
SEMI-MONTHLY	**Second Week**		**Fourth Week**	
A	Dust and wet mop Evidence /Property Storage Room.			
QUARTERLY	**June 1~15**	**September 1~15**	**December 1~15**	**March 1~15**
A	Dust or vacuum all blinds.			
B	Wash inside of all windows.			
SEMI-ANNUALLY	**September 1~15**		**March 1~15**	
A	Dust, wash, or vacuum clean all interior air vents and door louvers.			
B	Wash all exterior windows.			
C	Strip and wax Evidence/Property Storage Room. (tile & vinyl floors)			
ANNUALLY				
A	Wipe down shelves in Evidence/Property Storage Room.			
B	All evidence and/or property stored on shelves will be removed and put back on shelves by Melbourne Police Department personnel.			
C	CONTRACTOR will be escorted by Melbourne Police Department personnel at all times while work is being done in the Evidence/Property Storage Room.			

City of Melbourne

FOURTH AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES
Custodial Services
Contract No. P24017K-0-2024/KL

This FOURTH Amendment to Purchase Agreement for Services No. P24017K-0-2024/KL, Custodial Services 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 **CLEAN SPACE, INC.**, a Florida corporation whose address is 3764 NW 124th Ave, Coral Springs, FL 33065 (the "CONTRACTOR") (Collectively the "Parties").

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into Contract No. P24017K-0-2024/KL, Custodial Services, effective September 1, 2024;

WHEREAS, the CITY and the CONTRACTOR hereto desire to amend the Contract No. P24017K-0-2024/KL, the "Existing Contract" to delete items, on the terms and subject to the conditions set forth herein; 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 FOURTH Amendment have the respective meanings assigned to them in the Existing Contract.

Section 2. Amendments 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.

A. The following location is removed from the Contract:

1. Police Communications Center: 701 S Babcock St, Melbourne, FL 32901.
2. Housing and Urban Improvement Building: 695 University Boulevard, Melbourne, FL 32901.

B. The following location is being added to the Contract:

1. Housing and Urban Improvement Building: 701 S Babcock St, Melbourne, FL 32901.

C. Exhibit A1 – Statement of Work is amended (see Attachment A-8 and A-10 to FOURTH Amendment, Revised Exhibit A1, attached) to remove ~~Item #8 Police Communications Center and Item #10 Housing and Urban Improvement Building~~ effective March 28, 2025.

D. Exhibit A1 – Statement of Work is amended (see Attachment A-10 to the FOURTH Amendment, Revised Exhibit A1, attached) to add Item #10 Housing and Urban Improvement Building new location effective March 28, 2025.

E. Exhibit A4 – Pricing Schedule is amended to delete the two (2) locations and add one (1) location and the associated costs effective March 28, 2025 (see Attachment A to Fourth Amendment, Revised Exhibit A4).

Section 3. Date of Effectiveness; Limited Effect. This FOURTH Amendment will be deemed effective upon the last of parties to sign (the "Effective Date"). Except as expressly provided in this FOURTH Amendment, all of the terms and provisions of the Existing 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 Existing 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. On and after the Effective Date, each reference in the Existing Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Existing Contract, as amended by this FOURTH Amendment.

Section 4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

A. It has the full right, power and authority to enter into this FOURTH Amendment and to perform its obligations hereunder and under the Existing Contract as amended by this FOURTH Amendment.
B. The execution of this FOURTH Amendment by the individual whose signature is set forth at the end of this FOURTH Amendment on behalf of the CONTRACTOR, and the delivery of this FOURTH Amendment by the CONTRACTOR, has been duly authorized by all necessary action on the part of such CONTRACTOR.
C. This FOURTH Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

Section 5. Miscellaneous.

A. This FOURTH 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 FOURTH 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 heading in this FOURTH Amendment is for reference only and do not affect the interpretation of this FOURTH Amendment.
D. This FOURTH 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 FOURTH Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this FOURTH Amendment.
E. This FOURTH 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 FOURTH Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

IN WITNESS WHEREOF, this FOURTH Amendment shall become effective upon the last of the parties to sign below.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By: _____ Date 3/17/25
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

ATTEST: _____
Kevin McKeown, City Clerk

CLEAN SPACE, INC.
A Florida corporation

By: _____ Date 3/17/25
Name: Matt Giundo
Its: CEO
3764 NW 124th Avenue
Coral Springs, FL 33065

REVISED Exhibit A1
Statement of Work

~~*Attachment A-8*~~
~~**Custodial Services – Police Communications Center**~~

~~**POLICE COMMUNICATIONS CENTER – #8**~~ ~~701 S. Babcock St., Melb., FL 32901~~		~~Building Contact~~	~~Phone Number~~

~~*Areas*~~	~~*Item*~~	~~**GENERAL DAILY CLEANING (Monday thru Friday)**~~
~~Entrances~~	~~A~~	~~Sweep surfaces of immediate exterior entry areas, including wall corners.~~
	~~B~~	~~Remove fingerprints/soil (both sides) on entrance doors – glass, frames, handles, and thresholds.~~
~~Lobby & hallways~~	~~A~~	~~Vacuum carpets – clean all base cove corners – spot clean as necessary.~~
	~~B~~	~~Dust mop all tile/vinyl floors with chemically treated mop – damp mop any spillage.~~
~~Break Rooms~~	~~A~~	~~Clean tables, vending machines, sinks, appliances, and door kick plates.~~
	~~B~~	~~Dust and wet mop tile/vinyl floor.~~
~~Restrooms~~	~~A~~	~~Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including clean valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.~~
	~~B~~	~~Spot clean light switches, doors, door jambs, frames, walls, and kick plates.~~
	~~C~~	~~Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY – save all residuals in plastic bag to be collected by Facilities Maintenance.*~~
	~~D~~	~~Wet mop floors with approved germicidal cleaner.~~
~~Parking Lots~~	~~A~~	~~Pick up trash and refuse – deposit in designated outdoor refuse container.~~
	~~B~~	~~Empty fuel station trash – deposit in designated outdoor refuse container.~~
~~All building areas~~	~~A~~	~~Empty all wastebaskets and replace liner – deposit trash in designated outdoor refuse container.~~
	~~B~~	~~Spot clean light switches, doors, door knobs, door jambs, frames, and walls.~~
	~~C~~	~~Sanitize and polish all drinking fountains, including surrounding wall area – fill cone cup dispensers as applicable.~~

~~POLICE COMM CENTER CON'T - #8~~	~~SPECIFIC CLEANING (NOTE FREQUENCY)~~			
~~TWICE WEEKLY~~	~~Tuesday~~		~~Thursday~~	
~~A~~	~~Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.~~			
~~B~~	~~Vacuum office carpets and/or dust tile floors (under desk, around cabinets - move chairs) - spot clean as necessary.~~			
~~WEEKLY~~	~~Tuesday~~			
~~A~~	~~Polish all furniture and countertops.~~			
~~B~~	~~Dust open surfaces, wall decorations, etc.~~			
~~C~~	~~Dust window frames, ledges, and wall panels.~~			
~~D~~	~~Damp clean walls and partitions.~~			
~~E~~	~~Wash inside of entrance extension glass.~~			
~~F~~	~~Remove wall debris and cobwebs from exterior wall and ceiling surfaces.~~			
~~G~~	~~Spray buff all tile floors.~~			
~~QUARTERLY~~	~~June 1~15~~	~~September 1~15~~	~~December 1~15~~	~~March 1~15~~
~~A~~	~~Dust or vacuum all blinds.~~			
~~B~~	~~Wash inside of all windows.~~			
~~SEMI-ANNUALLY~~	~~January 1~31~~		~~July 1~31~~	
~~A~~	~~Steam Clean Carpets throughout facility~~			
~~SEMI ANNUALLY~~	~~September 1~15~~		~~March 1~15~~	
~~A~~	~~Duct, wash, or vacuum clean all interior air vents and door louvers.~~			
~~B~~	~~Wash all exterior windows.~~			

Attachment A-10

Custodial Services – Housing & Urban Improvement Building

HOUSING & URBAN IMPROVEMENT BLDG - #10 ~~695 E. University Blvd., Melb., FL 32901~~ 701 S. Babcock St., Melb., FL 32901	Building Contact	Phone Number

Areas	Item	GENERAL DAILY CLEANING (Monday thru Friday)
All exterior doors	A	Check and secure building before leaving.
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

QUARTERLY		August 1~15	November 1~15	February 1~15	May 1~15
A	Dust walls, windows, and surface areas to remove all cobwebs, dust, build-up, etc.				

SEMI-ANNUALLY		October 1~15	April 1~15
A	Wash all windows – both inside and outside.		
B	Clean exterior light fixtures at entrance – remove light lenses, clean and remove bugs.		

SEMI-ANNUALLY		January 1~31	July 1~31
A	Steam Clean Carpets throughout facility.		

ANNUALLY		December 1~15
A	Shampoo carpeting (only on Friday night to allow ample drying time) Note: Schedule with H&CD Management	
B	Power wash front entrance walkway.	

FOURTH REVISED EXHIBIT A4
PRICING SCHEDULE

CONTRACTOR shall provide all Services (and Items incidental thereto) and work set forth in this RFP for the costs stated below.

Item	Description	Monthly Price	Annual Price
PUBLIC WORKS - HARPER RD			
1	Public Works/ Utility Admin Bldg.	**$758.40**	**$9,100.58**
2	Utilities Admin Bldg.	**$373.50**	**$4,481.53**
3	Water/Wastewater Ops Bldg.	**$373.50**	**$4,481.53**
4	Utilities Ops Pump Bldg.	**$373.50**	**$4,481.53**
5	Park/Streets Bldg.	**$373.50**	**$4,481.53**
6	Fleet Mgmt. Bldg.	**$373.50**	**$4,481.53**
7	Facilities Ops Bldg.	**$373.50**	**$4,481.53**
POLICE BUILDINGS			
~~8~~	~~Police Communications Center~~	~~**$2,787.50**~~	~~**$33,450.32**~~
~~9~~	~~Police Administration Bldg.~~	~~**$2,787.50**~~	~~**$33,450.32**~~
HOUSING & URBAN IMPROVEMENT			
10	Housing & Urban Improvement Bldg.	~~**$373.50**~~ **$542.00**	~~**$4,481.53**~~ **$6,504.00**
PROCUREMENT			
11	Central Warehouse	**$143.90**	**$1,726.71**
GOLF COURSES			
12	Crane Creek Golf Course	**$461.20**	**$5,534.94**
13	Mallard's Landing Golf Course	~~**$461.20**~~ **$1,111.20**	~~**$5,534.94**~~ **$13,334.40**
FIRE STATIONS			
14	Fire Station 71 – Administration Bldg.	**$1,251.30**	**$15,015.64**
PARKING GARAGE			
15	City of Melbourne Parking Garage	**$1,943.50**	**$23,321.63**
POLICE BUILDING			
16	Joseph Pellicano Law Enforcement Center	**$10,237.50**	**$122,850.00**
		Total Annual Cost items 1-16	~~**$158,505.80**~~ ~~**$166,305.25**~~ ~~**$289,155.25**~~

	~~$255,704.93~~ $224,277.08
Pricing shall include all direct and indirect costs e.g., travel, disposal fees, permits, profit & overhead, supervision, etc.	

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.

City of Melbourne

THIRD AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES
Custodial Services
Contract No. P24017K-0-2024/KL

This THIRD Amendment to Purchase Agreement for Services No. P24017K-0-2024/KL, Custodial Services 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 **CLEAN SPACE, INC.**, a Florida corporation whose address is 3764 NW 124th Ave, Coral Springs, FL 33065 (the "CONTRACTOR") (Collectively the "Parties").

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into Contract No. P24017K-0-2024/KL, Custodial Services, effective September 1, 2024;

WHEREAS, the CITY and the CONTRACTOR hereto desire to amend the Contract No. P24017K-0-2024/KL, the "Existing Contract" to delete items, on the terms and subject to the conditions set forth herein; 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 Amendment have the respective meanings assigned to them in the Existing Contract.

Section 2. Amendments 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.

A. The following location is removed from the Contract:

   1. Police Administration Building: 650 N. Apollo Boulevard, Melbourne, FL 32935

B. Exhibit A4 – Pricing Schedule is amended to delete the one (1) location and the associated costs effective March 1, 2025 (see Attachment A to Third Amendment, Revised Exhibit A4).

Section 3. Date of Effectiveness; Limited Effect. This THIRD Amendment will be deemed effective upon the last of parties to sign (the "Effective Date"). Except as expressly provided in this THIRD Amendment, all of the terms and provisions of the Existing 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 Existing 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. On and after the Effective Date, each reference in the Existing Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Existing Contract, as amended by this THIRD Amendment.

Section 4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

A. It has the full right, power and authority to enter into this THIRD Amendment and to perform its obligations hereunder and under the Existing Contract as amended by this THIRD Amendment.
B. The execution of this THIRD Amendment by the individual whose signature is set forth at the end of this THIRD Amendment on behalf of the CONTRACTOR, and the delivery of this THIRD Amendment by the CONTRACTOR, has been duly authorized by all necessary action on the part of such CONTRACTOR.
C. This THIRD Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

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 heading in this THIRD Amendment is 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. 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, this THIRD Amendment shall become effective upon the last of the parties to sign below.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By:_____ Date 2/10/25
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

ATTEST:_____
Kevin McKeown, City Clerk

CLEAN SPACE, INC.
A Florida corporation

By: _____ Date 02/10/2025
Name: Matt Giunco
Its: CEO
3764 NW 124th Avenue
Coral Springs, FL 33065

Attachments:

Attachment A to THIRD Amendment – Revised EXHIBIT A4

REVISED EXHIBIT A4
PRICING SCHEDULE

CONTRACTOR shall provide all Services (and Items incidental thereto) and work set forth in this RFP for the costs stated below.

Item	Description	Monthly Price	Annual Price
PUBLIC WORKS - HARPER RD			
1	Public Works/ Utility Admin Bldg.	**$758.40**	**$9,100.58**
2	Utilities Admin Bldg.	**$373.50**	**$4,481.53**
3	Water/Wastewater Ops Bldg.	**$373.50**	**$4,481.53**
4	Utilities Ops Pump Bldg.	**$373.50**	**$4,481.53**
5	Park/Streets Bldg.	**$373.50**	**$4,481.53**
6	Fleet Mgmt. Bldg.	**$373.50**	**$4,481.53**
7	Facilities Ops Bldg.	**$373.50**	**$4,481.53**
POLICE BUILDINGS			
8	Police Communications Center	**$2,787.50**	**$33,450.32**
~~9~~	~~Police Administration Bldg.~~	~~**$2,787.50**~~	~~**$33,450.32**~~
HOUSING & URBAN IMPROVEMENT			
10	Housing & Urban Improvement Bldg.	**$373.50**	**$4,481.53**
PROCUREMENT			
11	Central Warehouse	**$143.90**	**$1,726.71**
GOLF COURSES			
12	Crane Creek Golf Course	**$461.20**	**$5,534.94**
13	Mallard's Landing Golf Course	~~**$461.20**~~ **$1,111.20**	~~**$5,534.94**~~ **$13,334.40**
FIRE STATIONS			
14	Fire Station 71 – Administration Bldg.	**$1,251.30**	**$15,015.64**
PARKING GARAGE			
15	City of Melbourne Parking Garage	**$1,943.50**	**$23,321.63**
POLICE BUILDING			
16	Joseph Pellicano Law Enforcement Center	**$10,237.50**	**$122,850.00**
	Total Annual Cost items 1-16		~~**$158,505.80**~~ ~~**$166,305.25**~~ ~~**$289,155.25**~~ **$255,704.93**
Pricing shall include all direct and indirect costs e.g., travel, disposal fees, permits, profit & overhead, supervision, etc.			

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.

City of Melbourne

SECOND AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES
Custodial Services
Contract No. P24017K-0-2024/KL

This Second Amendment to Purchase Agreement for Services No. P24017K-0-2024/KL, Custodial Services 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 **CLEAN SPACE, INC.**, a Florida corporation whose address is 3764 NW 124th Ave, Coral Springs, FL 33065 (the "CONTRACTOR") (Collectively the "Parties").

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into Contract No. P24017K-0-2024/KL, Custodial Services, effective September 1, 2024;

WHEREAS, the CITY and the CONTRACTOR hereto desire to amend the Contract No. P24017K-0-2024/KL, the "Existing Contract" to revise Exhibit A4-Pricing Schedule, on the terms and subject to the conditions set forth herein; 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 have the respective meanings assigned to them in the Existing Contract.

Section 2. Amendments 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.

A. Exhibit A1 – Statement of Work is amended (see Attachment A-16 to SECOND Amendment, Revised Exhibit A1, attached) to add Item #16 Joseph Pellicano Law Enforcement Center effective January 1, 2025.
B. Exhibit A4 – Pricing Schedule is amended (see Attachment A to SECOND Amendment, Revised Exhibit A4, attached) to add Item #16 Joseph Pellicano Law Enforcement Center and the monthly cost of Item #16, effective January 1, 2025.

Section 3. Date of Effectiveness; Limited Effect. This SECOND Amendment will be deemed effective upon the last of parties to sign (the "Effective Date"). Except as expressly provided in this SECOND Amendment, all of the terms and provisions of the Existing 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 Existing 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. On and after the Effective Date, each reference in the Existing Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Existing Contract, as amended by this SECOND Amendment.

Section 4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

A. It has the full right, power and authority to enter into this SECOND Amendment and to perform its obligations hereunder and under the Existing Contract as amended by this SECOND Amendment.
B. The execution of this SECOND Amendment by the individual whose signature is set forth at the end of this SECOND Amendment on behalf of the CONTRACTOR, and the delivery of this SECOND Amendment by the CONTRACTOR, has been duly authorized by all necessary action on the part of such CONTRACTOR.
C. The execution of this SECOND Amendment by the individual whose signature is set forth at the end of this SECOND Amendment on behalf of the CITY, and the delivery of this SECOND Amendment by the CITY, have been duly authorized by all necessary action on the part of the CITY up to a $122,850 annual increase in cost.
D. This SECOND Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

Section 5. Miscellaneous.

A. This SECOND 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 SECOND 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 heading in this SECOND Amendment is for reference only and do not affect the interpretation of this SECOND Amendment.
D. This SECOND 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 SECOND Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this SECOND Amendment.
E. This SECOND 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 SECOND Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

IN WITNESS WHEREOF, this SECOND Amendment shall become effective upon the last of the parties to sign below.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By:_____ Date 1/22/25
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

ATTEST:_____
Kevin McKeown, City Clerk

CLEAN SPACE, INC.
A Florida corporation

By: _____ Date 12-26-24
Name: Matt Giunco
Its: CEO
3764 NW 124th Avenue
Coral Springs, FL 33065

An Equal Opportunity Employer
www.melbourneflorida.org

REVISED Exhibit A1

Statement of Work

Attachment A-16

Custodial Services – Joseph Pellicano Law Enforcement Center

JOSEPH PELLICANO LAW ENFORCEMENT CENTER - #16 250 W. Nasa Blvd., Melb., FL 32901	Building Contact	Phone Number

Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
Offices	A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.
	B	Vacuum office carpets and/or dust tile floors (under deck, around cabinets – move chairs) – spot clean as necessary.
Break Rooms	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Spot clean light switches, doors, door jambs, frames, walls, and kick plates.
	C	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	D	Wet mop floors with approved germicidal cleaner.
Parking Lots	A	Pick up trash and refuse – deposit in designated outdoor refuse container.
	B	Empty fuel station trash – deposit in designated outdoor refuse container.

All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

JOSEPH PELLICANO LAW ENFORCEMENT CENTER CON'T - #16		SPECIFIC CLEANING (NOTE FREQUENCY)			
TWICE WEEKLY		**Tuesday**		**Thursday**	
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.				
B	Vacuum office carpets and/or dust tile floors (under deck, around cabinets – move chairs) – spot clean as necessary.				
WEEKLY		**Tuesday**			
A	Polish all furniture and countertops.				
B	Dust open surfaces, wall decorations, etc.				
C	Dust window frames, ledges, and wall panels.				
D	Damp clean walls and partitions.				
E	Wash inside of entrance extension glass.				
F	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.				
G	Spray buff all tile floors.				
SEMI-MONTHLY		**Second Week**		**Fourth Week**	
A	Dust and wet mop Evidence /Property Storage Room.				
QUARTERLY		**June 1~15**	**September 1~15**	**December 1~15**	**March 1~15**
A	Dust or vacuum all blinds.				
B	Wash inside of all windows.				
SEMI-ANNUALLY		**September 1~15**		**March 1~15**	

A	Dust, wash, or vacuum clean all interior air vents and door louvers.
B	Wash all exterior windows.
C	Strip and wax Evidence/Property Storage Room. (tile & vinyl floors)
ANNUALLY	
A	Wipe down shelves in Evidence/Property Storage Room.
B	All evidence and/or property stored on shelves will be removed and put back on shelves by Melbourne Police Department personnel.
C	CONTRACTOR will be escorted by Melbourne Police Department personnel at all times while work is being done in the Evidence/Property Storage Room.

SECOND REVISED EXHIBIT A4
PRICING SCHEDULE

CONTRACTOR shall provide all Services (and Items incidental thereto) and work set forth in this RFP for the costs stated below.

Item	Description	Monthly Price	Annual Price
PUBLIC WORKS - HARPER RD			
1	Public Works/ Utility Admin Bldg.	**$758.40**	**$9,100.58**
2	Utilities Admin Bldg.	**$373.50**	**$4,481.53**
3	Water/Wastewater Ops Bldg.	**$373.50**	**$4,481.53**
4	Utilities Ops Pump Bldg.	**$373.50**	**$4,481.53**
5	Park/Streets Bldg.	**$373.50**	**$4,481.53**
6	Fleet Mgmt. Bldg.	**$373.50**	**$4,481.53**
7	Facilities Ops Bldg.	**$373.50**	**$4,481.53**
POLICE BUILDINGS			
8	Police Communications Center	**$2,787.50**	**$33,450.32**
9	Police Administration Bldg.	**$2,787.50**	**$33,450.32**
HOUSING & URBAN IMPROVEMENT			
10	Housing & Urban Improvement Bldg.	**$373.50**	**$4,481.53**
PROCUREMENT			
11	Central Warehouse	**$143.90**	**$1,726.71**
GOLF COURSES			
12	Crane Creek Golf Course	**$461.20**	**$5,534.94**
13	Mallard's Landing Golf Course	**~~$461.20~~** **$1,111.20**	**~~$5,534.94~~** **$13,334.40**
FIRE STATIONS			
14	Fire Station 71 – Administration Bldg.	**$1,251.30**	**$15,015.64**

PARKING GARAGE			
15	City of Melbourne Parking Garage	**$1,943.50**	**$23,321.63**
16	Joseph Pellicano Law Enforcement Center	**$10,237.50**	**$122,850.00**
		Total Annual Cost items 1-16	~~**$158,505.80**~~ ~~**$166,305.25**~~ **$289,155.25**
Pricing shall include all direct and indirect costs e.g., travel, disposal fees, permits, profit & overhead, supervision, etc.			

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.

e. Increase to four existing purchase orders for chemicals and fertilizer at Harbor City Golf Course and Crane Creek Reserve Golf Course, Siteone Landscape Supply, LLC, Palm Bay, FL - increase of $60,000; Howard Fertilizer & Chemical Co., Dallas, TX - increase of $20,000.

f. Interlocal Agreement with Brevard County for removal of existing abandoned water main within Brevard County right-of-way near the intersection of North Riverside Drive and Sand Dollar Road in Indialantic.

g. Second Amendment to the contract for custodial services for various City facilities to add the Joseph Pellicano Law Enforcement Center, Clean Space, Inc., Coral Springs, FL - estimated annual increase of $122,850, total estimated contract cost $1,565,286.

h. Purchase of one wheeled loader and one excavator for the Streets Division, Dobbs Equipment, Orlando, FL - estimated total cost of $542,582.55.

i. Purchase of two replacement 35 HP submersible pumps for the Water Production Division, Xylem Water Solutions, Inc., Jupiter, FL - for an estimated cost of $110,419.

j. Purchase of roof replacement for the Actiflo Building at the Water Production Division, Project No. 31124, Hamilton Roofing, Inc., Malabar, FL - estimated amount of $95,381.

k. Purchase of replacement roofs at Crane Community Center and the two lower sections at the Crane Creek Reserve Golf Course Clubhouse, Hamilton Roofing Inc., Malabar, FL - Estimated amount of $217,818.

Items a. thorugh i. were approved as recommended.

11. ITEMS REMOVED FROM THE CONSENT AGENDA

12. Consideration of critical community need for grant to Daily Bread, Inc. for Housing Case Manager Assistance.

Approved.

13. **Site Plan Approval Request (PLAN2024-0012), Embraer Customer Center Hangar Expansion:** (Public Hearing) A request for site plan approval for an aircraft hangar addition on an 8.447± acre portion of an overall 70± acre Embraer campus, zoned M-1 (Light Industrial District), located on the west side of Apollo Boulevard, south of St. Michael Place and north of Dr. Martin Luther King Jr. Boulevard. (Owner/ Property Manager – City of Melbourne/Melbourne Airport Authority) (Applicant/Representative - Quincy Sy, P.E., BRPH) (P&Z Board - 12/19/2024)

City of Melbourne

FIRST AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES
Custodial Services
Contract No. P24017K-0-2024/KL

This First Amendment to Purchase Agreement for Services No. P24017K-0-2024/KL, Custodial Services 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 **CLEAN SPACE, INC.**, a Florida corporation whose address is 3764 NW 124th Ave, Coral Springs, FL 33065 (the "CONTRACTOR") (Collectively the "Parties").

RECITALS

WHEREAS, the CITY and the CONTRACTOR entered into Contract No. P24017K-0-2024/KL, Custodial Services, effective September 1, 2024;

WHEREAS, the CITY and the CONTRACTOR hereto desire to amend the Contract No. P24017K-0-2024/KL, the "Existing Contract" to revise Exhibit A4-Pricing Schedule, on the terms and subject to the conditions set forth herein; 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 have the respective meanings assigned to them in the Existing Contract.

Section 2. Amendments 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.

A. Exhibit A4 – Pricing Schedule is amended (see Attachment A to FIRST Amendment, Revised Exhibit A4, attached) to change the monthly cost of Item #13, Mallard's Landing Golf Course, effective nunc pro tunc on October 1, 2024.

Section 3. Date of Effectiveness; Limited Effect. This FIRST Amendment will be deemed effective upon the last of parties to sign (the "Effective Date"). Except as expressly provided in this FIRST Amendment, all of the terms and provisions of the Existing 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 Existing 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. On and after the Effective Date, each reference in the Existing Contract to "this Contract," "the Contract," "hereunder," "hereof," "herein" or words of like import will mean and be a reference to the Existing Contract, as amended by this FIRST Amendment.

Section 4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

A. It has the full right, power and authority to enter into this FIRST Amendment and to perform its obligations hereunder and under the Existing Contract as amended by this FIRST Amendment.

B. The execution of this FIRST Amendment by the individual whose signature is set forth at the end of this FIRST Amendment on behalf of the CONTRACTOR, and the delivery of this FIRST Amendment by the CONTRACTOR, has been duly authorized by all necessary action on the part of such CONTRACTOR.
C. The execution of this FIRST Amendment by the individual whose signature is set forth at the end of this FIRST Amendment on behalf of the CITY, and the delivery of this FIRST Amendment by the CITY, have been duly authorized by all necessary action on the part of the CITY up to a $7,800.00 annual increase in cost.
D. This FIRST Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

Section 5. Miscellaneous.

A. This FIRST 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 FIRST 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 heading in this FIRST Amendment is for reference only and do not affect the interpretation of this FIRST Amendment.
D. This FIRST 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 FIRST Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this FIRST Amendment.
E. This FIRST 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 FIRST Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

IN WITNESS WHEREOF, this FIRST Amendment shall become effective upon the last of the parties to sign below.

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

By:_____ Date 10/14/24
Name: Jenny Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

ATTEST:_____
Kevin McKeown, City Clerk

CLEAN SPACE, INC.
A Florida corporation

By:_____ Date 10/9/24
Name: Matt Glunco
Its: CEO
3764 NW 124th Avenue
Coral Springs, FL 33065

REVISED EXHIBIT A4
PRICING SCHEDULE

CONTRACTOR shall provide all Services (and Items incidental thereto) and work set forth in this RFP for the costs stated below.

Item	Description	Monthly Price	Annual Price
PUBLIC WORKS - HARPER RD			
1	Public Works/ Utility Admin Bldg.	**$758.40**	**$9,100.58**
2	Utilities Admin Bldg.	**$373.50**	**$4,481.53**
3	Water/Wastewater Ops Bldg.	**$373.50**	**$4,481.53**
4	Utilities Ops Pump Bldg.	**$373.50**	**$4,481.53**
5	Park/Streets Bldg.	**$373.50**	**$4,481.53**
6	Fleet Mgmt. Bldg.	**$373.50**	**$4,481.53**
7	Facilities Ops Bldg.	**$373.50**	**$4,481.53**
POLICE BUILDINGS			
8	Police Communications Center	**$2,787.50**	**$33,450.32**
9	Police Administration Bldg.	**$2,787.50**	**$33,450.32**
HOUSING & URBAN IMPROVEMENT			
10	Housing & Urban Improvement Bldg.	**$373.50**	**$4,481.53**
PROCUREMENT			
11	Central Warehouse	**$143.90**	**$1,726.71**
GOLF COURSES			
12	Crane Creek Golf Course	**$461.20**	**$5,534.94**
13	Mallard's Landing Golf Course	**~~$461.20~~** **$1,111.20**	**~~$5,534.94~~** **$13,334.40**
FIRE STATIONS			
14	Fire Station 71 – Administration Bldg.	**$1,251.30**	**$15,015.64**

PARKING GARAGE			
15	City of Melbourne Parking Garage	**$1,943.50**	**$23,321.63**
		Total Annual Cost items 1-15	~~**$158,505.80**~~ **$166,305.25**
Pricing shall include all direct and indirect costs e.g., travel, disposal fees, permits, profit & overhead, supervision, etc.			

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.

f. Hold Harmless Agreement between the City of Melbourne and Herbert Tyler of National Rescue Consultants.

g. **Resolution No. 4279:** A resolution providing for a change in the September 2024 City Council regular meeting schedule.

Vice Mayor Minus removed Item d for discussion. The remaining items were approved.

14. **ITEMS REMOVED FROM THE CONSENT AGENDA**

d. Contract award for custodial services for various City facilities, Clean Space, Inc., Coral Springs, FL - estimated annual cost of $158,506 and a total estimated contract cost $951,036.

Approved.

15. **Resolution No. 4280:** (Public Hearing) A resolution certifying the Stormwater Utility Assessment Roll.

Approved.

16. **Ordinance No. 2024-47, Baywood Hotel:** (First Reading/Public Hearing) An ordinance granting a conditional use (CU2024-0001) to allow additional building height with site plan approval (PLAN2024-0001) to construct a hotel on a 2.49±-acre property zoned C-C-P (Commercial Parkway District) located on the north and south sides of Rialto Place, west of Babcock Street and south of NASA Boulevard. (Owner – William C. Compton, Creative Designs, Inc.) (Applicant/Representative - Bowman Consulting Group Ltd.) (P&Z Board - 7/18/24)

Approved. The second reading/public hearing will be advertised for the August 27 meeting.

17. **Ordinance No. 2024-48, Outdoor Seating in CB-OZ:** (First Reading/Public Hearing) An ordinance amending City Code, Appendix B, Article VII, Section 2 (H)(1)(b) and (H)(3), Outdoor Seating and Appendix D, Chapter 9, Article V, Section 9.72 (a), Provision of Parking, to allow on-site parking to be converted for allowed outdoor seating within the CB-OZ on C-3 (Central Business District) zoned properties. (P&Z Board - 8/1/2024)

Approved. The second reading/public hearing will be advertised for the August 27 meeting.

18. Discussion on foreclosure and vacant property registration. (Requested by Mayor Paul Alfrey)

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
CUSTODIAL SERVICES – TERM CONTRACT

This **PURCHASE AGREEMENT FOR SERVICES – Custodial Services (this "Contract")** is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and Clean Space, Inc., a Florida profit corporation, whose mailing address is 3764 NW 124th Avenue, Coral Springs, Florida 33065 hereinafter referred to as the **CONTRACTOR.**

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Kristina LaMarche, Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 kristina.lamarche@MLBFL.org P: 321-608-7064 / F:321-608-7070	**Facilities Maintenance** Dave Lindsay, Facilities Maintenance Supervisor 900 E. Strawbridge Ave Melbourne, FL 32901 dave.lindsay@MLBFL.org P: 321-608-5502	**Clean Space, Inc.** Matt Giunco 3764 NW 124th Ave Coral Springs, FL 33065 mg@cleanspaceonline.com P: 954-880-5188

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 02/07/2024)
  - ☒ 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: Bid Specifications
  - ☐ Exhibit D1: Invitation to Bid # _____, as modified by addenda (the "ITB")
  - ☒ Exhibit D2: Request for Proposal # RFP P24017K-0-2024/KL as modified by addenda (the "RFP")
  - ☒ Exhibit D3: CONTRACTOR's Responsive Bid/Proposal dated May 02, 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 September 01, 2024 (the "Commencement Date"), subject to the Effective Date. This Contract expires on August 31, 2025 (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) 12-month additional terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

_____ 8/15/24
Jenny Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONTRACTOR:

CLEAN SPACE, INC.
a Florida profit corporation

_____
Signature Date
Name: Matt Giunco
Title: ceo

City Use Only	
Initial Method of Procurement (mark): ☐ ITB # _____ ☒ RFP # P24017K-0-2024/KL ☐ Exception: _____	Commencement Date: 09/01/2024** ** Note: But effective no earlier than last of the parties to execute Expiration Date: 08/31/2025 Renewal: ☐ No ☒ Yes: 5 12-month terms ☐ Not Applicable Council Approval Date: 8/13/2024

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

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EXHIBIT A1

STATEMENT OF WORK

CONTRACTOR shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Performance Standards of Exhibit A2.

CONTRACTOR shall provide custodial services as more particularly described as follows:

I. OVERVIEW

A. CONTRACTOR shall furnish all labor, supervision, tools, equipment, materials, transportation and all other supplies typically needed to perform custodial services for the City of Melbourne at 15 CITY buildings. The services shall include general daily cleaning and specific cleaning (on specified day, weeks, and/or months). The general descriptions and square footage for each building, noted in Attachment A, are not meant to fully describe the area and are provided as information only.

B. Locations

#	FACILITY	ADDRESS	APPROXIMATE SQ. FT.
1	Public Works/Utility Admin Bldg.	2885 Harper Rd, Melb. FL 32904	3,000
2	Utilities Admin Bldg.	2881 Harper Rd, Melb FL 32904	1,673
3	Water/Wastewater Operations Bldg.	2891 Harper Rd, Melb FL 32904	1,950
4	Utilities Operations Pump Bldg.	2891A Harper Rd, Melb FL 32904	560
5	Parks/Streets Bldg.	2895 Harper Rd, Melb FL 32904	3,251
6	Fleet Maintenance Bldg.	2901 Harper Rd, Melb FL 32904	2,830
7	Facilities Operations Bldg.	2901M Harper Rd, Melb FL 32904	512
8	Police Communications Ctr-Babcock St	701 S. Babcock St, Melb FL 32901	30,000
9	Police Admin Bldg. – Apollo Blvd	650 N. Apollo Blvd, Melb FL 32935	25,176
10	Housing & Urban Improvement Bldg.	695 E. University Blvd, Melb FL 32901	3,000
11	Central Warehouse	2893 Harper Rd, Melb FL 32904	240
12	Crane Creek Golf Course	475 W. New Haven Ave, Melb FL 32901	4,657
13	Harbor City Golf Course	2750 Lake Washington Rd, Melb FL 32935	5,346
14	Fire Station 71 –Administration Building	865 E. Gallie Blvd, Melb FL 32935	11,148
15	City of Melbourne Parking Garage	900 E. Strawbridge Ave, Melb FL 32901	12,880

II. SPECIFICATIONS

A. Cleaning Definitions:

1. Glass shall be clean, when all glass surfaces are without streaks, film deposits, stains, soil, tape, grease, smoke, spots, etc.
2. Swept/vacuumed surface: A floor or stairway free of dust, dirt, and debris in corners, behind doors, and under desks, tables, and other furniture standing off the floor on legs.
3. Mopped surface: A floor free of dirt, dust, debris, streaks, or standing water and without splash marks or water stains on baseboards.
4. A properly dusted, cleaned and sanitized surface shall be free of all dirt, dusks, streaks, smudges, spots, splatters, scale, scum, mineral deposits, rust stains, residue, mold, mildew, tape, and any other foreign matter. Surfaces shall be dry to the touch.
5. Polish Metal (Stainless Steel/Aluminum / Chrome/Brass): Surfaces shall be cleaned and left without deposits or tarnish and shall have a uniform appearance.
6. Strip Floors: Completely remove all non-permanent floor finish and sealer from resilient tile and/or terrazzo floors.
7. Waxed surface: A thin, even coating of approved non-slip wax. Floors are clean and bright in the entire area, including corners and under furniture.
8. Carpet: Carpet shall be cleaned when dirt is removed and appearance is bright. (Carpet does not show swirl marks and splotches, etc.)
   a. The entire carpet surface includes corners, edges, around heavy furniture and around equipment.
9. Litter Removal:
   a. Litter includes leaves, soil, glass, cans, cigarette butts, etc.

B. CONTRACTOR shall:

1. Complete a Work Activity Report (Attachment B) for each contracted building at the end of each month and submit to each building representative. The activity report shall show progress of all work performed at building locations and any noted service deficiencies. The CITY building representatives will then forward these reports to the Facilities Operations Superintendent for review and processing for payment.
2. Report daily to the Facilities Operations Superintendent or designee, any conditions of leaky faucets, stopped toilets and drains, broken fixtures, etc., and any other unusual occurrences in the Service Areas.
3. Use caution signs as required by OSHA Regulations at no costs to the CITY.
4. Sanitize: All surfaces of restrooms, but not limited to fixtures, walls, partitions, doors, sinks, etc. After toilets are sanitized, seats shall be placed in the raised position.
   a. All kitchen surfaces shall be sanitized including exterior of appliances, cabinets, walls, counters, doors, sinks, etc.
   b. All other areas, excluding kitchen or restrooms, require cleaning but not sanitizing. These surfaces include baseboards, furniture, walls, ledges, window coverings, etc. (Computers, personal items, calculators, staplers, and other similar desk items are not to be disturbed).

c. Other building surfaces to be sanitized include drinking fountains, service desks, telephones, handrails, etc.

5. Clean Non-Carpeted Floors/Stairs: All dirt, dust, spider webs, bugs, litter, etc. shall be removed from all fixtures and surfaces from the floor up to and including the ceiling that are visible from the floor surface or adjacent floor levels, stairs, etc. Surfaces to include lights, grills, light fixtures, etc.

   a. Areas shall be free of all dirt, dust, grit, debris, marks, streaks, film, spills, and standing water including the corners of the floor.

   b. Finished floors areas shall have a uniform gloss. All splash marks shall be removed from baseboards, furniture and other surfaces.

   c. Mats are not considered a carpeted floor and should be removed during cleaning.

6. Clean Carpets: All carpets covered by the contract shall be shampooed semi-annually between January 1st and January 31st of each year, and between July 1st and July 31st of each year.

   a. All carpet cleaning shall be performed via hot water extraction.

7. Empty Trash Receptacles/ Recycling Containers: Empty and dispose of all trash from waste baskets, and any other trash containers.

   a. Liner shall be secured/tied and spread out on the inside of the receptacle to present a neat appearance.

   b. Cardboard boxes left for disposal shall be "broken down".

   c. Collected trash shall be properly disposed of in outside trash containers/dumpsters.

   d. Non-permanent stains and soil shall be removed from the interior and exterior of trash receptacles.

   e. Replace receptacle in its original location.

8. Strip Floors:

   a. Floors shall be free of all marks, heel marks, scuffmarks, rust stains, gum, tar and any other types of soil and stains.

   b. All floor seal, floor finish, stripper, and stripping slurry shall be removed from baseboards, furniture, and other such areas.

   c. Area should be clearly marked with safety signage during the work process and until the floor finish has dried.

9. Move Furniture:

   a. Office furniture shall be relocated and returned after the application of new wax. Wax shall not be applied around furniture in such a way that allows wax buildup.

   b. Furniture and equipment including, but not limited to, chairs, chairs mats, floor mats, small tables, and trash receptacles shall be removed from the area being cleaned. After carpet is satisfactorily cleaned and dried, removed items shall be returned to their previous location.

10. Maintain Dispensers:

   a. Dispenser shall be free of dirt, dust, streaks, smudges, tape, etc.

b. Folded towel dispensers shall be filled to operating capacity each day. Roll towel dispensers shall have a new roll in place reaches ½" to 1" thickness. 9" and 12" Single toilet tissue dispensers shall be refilled when the roll is less than 2".

c. Single soap dispensers should be refilled when the soap level is less than a ¼ of the original capacity. Replacement soap shall be the type designed for the dispenser.

11. Remove all litter and sweep walkways.

12. Recycling: Some facilities participate in recycling programs. The CONTRACTOR shall assist by removing all recycle products from the offices, support spaces, and workstations and placing the products in the main recycling disposal areas.

13. Supplies: CONTRACTOR shall refill all dispensers/supplies as needed with CITY-provided stock of toilet tissue, hand towels, trash bags, deodorant blocks, hand soap, and cone cups. The CONTRACTOR shall provide all other cleaning supplies.

    Note: CONTRACTOR shall provide an inventory listing of on-hand supplies to the Facilities Operations Superintendent or designee, on each Monday and leave at the Facilities Operations Building.

C. Security:

1. CONTRACTOR will be furnished one (1) key or access card to each door of the Service Areas and agrees to limit entry to scheduled cleaning hours. CONTRACTOR shall not duplicate any keys. Any requirement for additional key(s) will be provided by Facilities Operations.

   Note: The CONTRACTOR shall be required to pay for re-keying of locks if the CONTRACTOR loses any keys or fails to return key(s) at the end of the contract.

2. CONTRACTOR's employees shall, upon exiting buildings, close and lock all windows and doors and turn off all lights (except as may be designated to remain lighted for security reasons).

3. For all buildings within the Public Works Complex on Harper Road the CONTRACTOR shall ensure entrance gates are kept locked at all times.

D. Equipment:

1. CONTRACTOR shall furnish all necessary equipment required to perform all contract services. All equipment furnished by the CONTRACTOR shall be made available for inspection by the Facilities Operations Superintendent, or CITY POC.

2. Space will be provided for all equipment supplied by the CONTRACTOR on the job site. The CITY will not be responsible in any way for theft of or damage to the CONTRACTOR's stored supplies, materials, and equipment or employee's personal belongings.

3. CONTRACTOR shall maintain all equipment in good operating condition, be adequate to perform all required custodial services, and be readily available to the CONTRACTOR's employees. All equipment shall be OSHA certified and/or shall all OSHA requirements.

4. CONTRACTOR shall provide his/her employees with a commercial tank type vacuum cleaner with suction hose and attachments in order to clean under and around desk areas and other hard to reach places.

III. START-UP/PERFORMANCE MEETINGS

A. CONTRACTOR shall be required to attend a start-up meeting with the CITY's Facilities Operations Superintendent no later than one (1) week prior to the contract start date. The Procurement representative will schedule the time, place and Attendees.

B. CONTRACTOR may be required to meet periodically with CITY personnel when deemed necessary. The CONTRACTOR may also request a meeting with CITY personnel if necessary. The Facilities Operations representative will organize the meeting.

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Attachment A-1

Custodial Services – Public Works Administration Building

PUBLIC WORKS/UTILITIES ADMIN BLDG - #1 2885 Harper Rd., Melb., FL 32904	Building Contact	Phone Number

Area	***Item***	**DAILY SECURITY (Monday thru Friday)**
Gate	A	**Unlock gate, drive vehicle into complex, lock gate - reverse process when leaving.**
All exterior doors	B	Check and secure building before leaving.
Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Lounge	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies are furnished by the CITY – CONTRACTOR shall save all residuals in plastic bag and left in restroom for collection by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

PW/UTILITIES ADMIN BLDG CON'T - #1	SPECIFIC CLEANING (NOTE FREQUENCY)					
TWICE WEEKLY	**Tuesday**			**Thursday**		
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.					
WEEKLY	**Thursday**					
A	Spray buff all tile/vinyl floors.					
B	Polish all furniture and countertops.					
C	Damp clean stair handrails.					
SEMI-MONTHLY	**Second Week**			**Fourth Week**		
A	Dust open surfaces, wall decorations, etc.					
B	Dust window frames, ledges, and wall panels.					
C	Damp clean walls and partitions.					
D	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.					
BI-MONTHLY	**June**	**August**	**October**	**December**	**February**	**April**
A	Strip and wax tile/vinyl floors.					
QUARTERLY	**August 1~15**	**November 1~15**		**February 1~15**	**May 1~15**	
A	Dust or vacuum all blinds.					
B	Wash inside of all windows.					
C	Clean exterior light fixtures at all entrances - remove light lenses, clean and remove bugs.					
SEMI-ANNUALLY	**September 1~15**			**March 1~15**		
A	Dust, wash, or vacuum clean all interior air vents and door louvers.					
B	Wash all exterior windows.					
SEMI-ANNUALLY	**January 1~31**			**July 1~31**		
A	Steam Clean Carpets throughout facility.					

Attachment A-2

Custodial Services – Utilities Administration Building

UTILITIES ADMIN BLDG - #2 2881 Harper Rd., Melb., FL 32904		Building Contact	Phone Number

Area	***Item***	**DAILY SECURITY (Monday thru Friday)**
Gate	A	**Unlock gate, drive vehicle into complex, lock gate - reverse process when leaving.**
All exterior doors	B	Check and secure building before leaving.
Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Lounge	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

UTILITIES ADMIN BLDG CON'T - #2	SPECIFIC CLEANING (NOTE FREQUENCY)					
TWICE WEEKLY	**Tuesday**			**Thursday**		
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.					
WEEKLY	**Tuesday**					
A	Spray buff all tile/vinyl floors.					
B	Polish all furniture and countertops.					
C	Damp clean stair handrails.					
SEMI-MONTHLY	**Second Week**			**Fourth Week**		
A	Dust open surfaces, wall decorations, etc.					
B	Dust window frames, ledges, and wall panels.					
C	Damp clean walls and partitions.					
D	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.					
BI-MONTHLY	**June**	**August**	**October**	**December**	**February**	**April**
A	Strip and wax tile/vinyl floors.					
QUARTERLY	**August 1~15**	**November 1~15**	**February 1~15**	**May 1~15**		
A	Dust or vacuum all blinds.					
B	Wash inside of all windows.					
C	Clean exterior light fixtures at all entrances - remove light lenses, clean and remove bugs.					
SEMI-ANNUALLY	**September 1~15**			**March 1~15**		
A	Dust, wash, or vacuum clean all interior air vents and door louvers.					
B	Wash all exterior windows.					
SEMI-ANNUALLY	**January 1~31**			**July 1~31**		
A	Steam Clean Carpets throughout facility.					

Attachment A-3

Custodial Services – Water/Wastewater Operations Building

WATER/WASTEWATER OPS BLDG - #3 2891 Harper Rd., Melb., FL 32904	Building Contact	Phone Number

Area	*Item*	**DAILY SECURITY (Monday thru Friday)**
Gate	A	**Unlock gate, drive vehicle into complex, lock gate - reverse process when leaving.**
All exterior doors	B	Check and secure building before leaving.
Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Lounge	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

WATER/WW OPS BLDG CON'T - #3	SPECIFIC CLEANING (NOTE FREQUENCY)					
TWICE WEEKLY	**Tuesday**			**Thursday**		
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.					
WEEKLY	**Wednesday**					
A	Spray buff all tile/vinyl floors.					
B	Polish all furniture and countertops.					
C	Damp clean stair handrails.					
SEMI-MONTHLY	**Second Week**			**Fourth Week**		
A	Dust open surfaces, wall decorations, etc.					
B	Dust window frames, ledges, and wall panels.					
C	Damp clean walls and partitions.					
D	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.					
BI-MONTHLY	**June**	**August**	**October**	**December**	**February**	**April**
A	Strip and wax tile/vinyl floors.					
QUARTERLY	**August 1~15**	**November 1~15**		**February 1~15**	**May 1~15**	
A	Dust or vacuum all blinds.					
B	Wash inside of all windows.					
C	Clean exterior light fixtures at all entrances - remove light lenses, clean and remove bugs.					
SEMI-ANNUALLY	**September 1~15**			**March 1~15**		
A	Dust, wash, or vacuum clean all interior air vents and door louvers.					
B	Wash all exterior windows.					
SEMI-ANNUALLY	**January 1~31**			**July 1~31**		
A	Steam Clean Carpets throughout facility					

Attachment A-4

Custodial Services – Utilities Operations Pump Building

UTILITIES OPERATIONS PUMP BLDG - #4 2891A Harper Rd., Melb., FL 32904	Building Contact	Phone Number

Area	***Item***	**DAILY SECURITY (Monday thru Friday)**
Gate	A	**Unlock gate, drive vehicle into complex, lock gate - reverse process when leaving.**
All exterior doors	B	Check and secure building before leaving.
Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Lounge	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

UTIL OPS PUMP BLDG CON'T - #4	SPECIFIC CLEANING (NOTE FREQUENCY)					
TWICE WEEKLY	**Tuesday**			**Thursday**		
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.					
WEEKLY	**Tuesday**					
A	Spray buff all tile/vinyl floors.					
B	Polish all furniture and countertops.					
C	Damp clean stair handrails.					
SEMI-MONTHLY	**Second Week**			**Fourth Week**		
A	Dust open surfaces, wall decorations, etc.					
B	Dust window frames, ledges, and wall panels.					
C	Damp clean walls and partitions.					
D	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.					
BI-MONTHLY	**June**	**August**	**October**	**December**	**February**	**April**
A	Strip and wax tile/vinyl floors.					
QUARTERLY	**August 1~15**	**November 1~15**	**February 1~15**	**May 1~15**		
A	Dust or vacuum all blinds.					
B	Wash inside of all windows.					
C	Clean exterior light fixtures at all entrances - remove light lenses, clean and remove bugs.					
SEMI-ANNUALLY	**September 1~15**			**March 1~15**		
A	Dust, wash, or vacuum clean all interior air vents and door louvers.					
B	Wash all exterior windows.					
SEMI-ANNUALLY	**January 1~31**			**July 1~31**		
A	Steam Clean Carpets throughout facility.					

Attachment A-5

Custodial Services – Parks/Streets Building

PARKS/STREETS BUILDING - #5 2895 Harper Rd., Melb., FL 32904		Building Contact	Phone Number

Area	***Item***	**DAILY SECURITY (Monday thru Friday)**
Gate	A	**Unlock gate, drive vehicle into complex, lock gate - reverse process when leaving.**
All exterior doors	B	Check and secure building before leaving.
Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Lounge	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

PARKS/STREETS BLDG CON'T - #5	SPECIFIC CLEANING (NOTE FREQUENCY)					
TWICE WEEKLY	**Tuesday**			**Thursday**		
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.					
WEEKLY	**Tuesday**					
A	Spray buff all tile/vinyl floors					
B	Polish all furniture and countertops.					
C	Damp clean stair handrails.					
SEMI-MONTHLY	**Second Week**			**Fourth Week**		
A	Dust open surfaces, wall decorations, etc.					
B	Dust window frames, ledges, and wall panels.					
C	Damp clean walls and partitions.					
D	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.					
BI-MONTHLY	**June**	**August**	**October**	**December**	**February**	**April**
A	Strip and wax tile/vinyl floors.					
QUARTERLY	**August 1~15**	**November 1~15**		**February 1~15**	**May 1~15**	
A	Dust or vacuum all blinds.					
B	Wash inside of all windows.					
C	Clean exterior light fixtures at all entrances - remove light lenses, clean and remove bugs.					
SEMI-ANNUALLY	**September 1~15**			**March 1~15**		
A	Dust, wash, or vacuum clean all interior air vents and door louvers.					
B	Wash all exterior windows.					
SEMI-ANNUALLY	**January 1~31**			**July 1~31**		
A	Steam Clean Carpets throughout facility					

Attachment A-6

Custodial Services – Fleet Management Building

FLEET MANAGEMENT BUILDING - #6 2901 Harper Rd., Melb., FL 32904	Building Contact	Phone Number

Area	***Item***	**DAILY SECURITY (Monday thru Friday)**
Gate	A	**Unlock gate, drive vehicle into complex, lock gate - reverse process when leaving.**
All exterior doors	B	Check and secure building before leaving.
Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Lounge	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	C	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	D	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

FLEET MGT BLDG CON'T - #6	SPECIFIC CLEANING (NOTE FREQUENCY)			
TWICE WEEKLY	**Monday**		**Wednesday**	
A	Dust and damp mop stairways.			
B	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.			
WEEKLY	**Monday**			
A	Spray buff all tile/vinyl floors.			
B	Polish all furniture and countertops.			
C	Clean and disinfect stairway handrails.			
D	Fill bathroom floor drains with water to prevent seal loss.			
SEMI-MONTHLY	**First Week**		**Third Week**	
A	Dust open surfaces, wall decorations, etc.			
B	Dust window frames, ledges, and wall panels.			
C	Damp clean walls and partitions.			
D	Wash inside of entrance extension glass.			
E	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.			
QUARTERLY	**June 1~15**	**September 1~15**	**December 1~15**	**March 1~15**
A	Dust or vacuum all blinds.			
B	Wash inside of all windows.			
C	Clean exterior light fixtures at all entrances - remove light lenses, clean and remove bugs.			
TRI-ANNUALLY	**September 1~15**	**January 1~15**	**May 1~15**	
A	Strip and wax tile/vinyl floors in first floor lounge, second floor hallway and training rooms, and stairway. *(Approx. area: 1,050 sq. ft.)*			
SEMI-ANNUALLY	**October 1~15**		**April 1~15**	
A	Dust, wash, or vacuum clean all interior air vents and door louvers.			
B	Wash all exterior windows.			
SEMI-ANNUALLY	**January 1~31**		**July 1~31**	
A	Steam Clean Carpets throughout facility			

Attachment A-7

Custodial Services – Facilities Operations Building

FACILITIES OPERATIONS BLDG - #7 2901 Harper Rd., Melb., FL 32904		Building Contact	Phone Number

Area	***Item***	**DAILY SECURITY (Monday thru Friday)**
Gate	A	**Unlock gate, drive vehicle into complex, lock gate - reverse process when leaving.**
All exterior doors	B	Check and secure building before leaving.
Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Offices	A	Dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

FACILITIES OPS BLDG CON'T - #7	SPECIFIC CLEANING (NOTE FREQUENCY)			
TWICE WEEKLY	**Monday**		**Wednesday**	
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.			
WEEKLY	**Monday**			
A	Spray buff all tile/vinyl floors.			
B	Polish all furniture and countertops.			
C	Fill bathroom floor drains with water to prevent seal loss.			
SEMI-MONTHLY	**First Week**		**Third Week**	
A	Dust open surfaces, wall decorations, etc.			
B	Dust window frames, ledges, and wall panels.			
C	Damp clean walls and partitions.			
D	Wash inside of entrance extension glass.			
E	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.			
QUARTERLY	**June 1~15**	**September 1~15**	**December 1~15**	**March 1~15**
A	Dust or vacuum all blinds.			
B	Wash inside of all windows.			
C	Clean exterior light fixtures at all entrances - remove light lenses, clean and remove bugs.			
SEMI-ANNUALLY	**October 1~15**		**April 1~15**	
A	Dust, wash, or vacuum clean all interior air vents and door louvers.			
B	Wash all exterior windows.			

Attachment A-8

Custodial Services – Police Communications Center

POLICE COMMUNICATIONS CENTER - #8 701 S. Babcock St., Melb., FL 32901	Building Contact	Phone Number

Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
Break Rooms	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Spot clean light switches, doors, door jambs, frames, walls, and kick plates.
	C	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	D	Wet mop floors with approved germicidal cleaner.
Parking Lots	A	Pick up trash and refuse – deposit in designated outdoor refuse container.
	B	Empty fuel station trash – deposit in designated outdoor refuse container.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

POLICE COMM CENTER CON'T - #8	SPECIFIC CLEANING (NOTE FREQUENCY)			
TWICE WEEKLY	**Tuesday**		**Thursday**	
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.			
B	Vacuum office carpets and/or dust tile floors (under deck, around cabinets – move chairs) – spot clean as necessary.			
WEEKLY	**Tuesday**			
A	Polish all furniture and countertops.			
B	Dust open surfaces, wall decorations, etc.			
C	Dust window frames, ledges, and wall panels.			
D	Damp clean walls and partitions.			
E	Wash inside of entrance extension glass.			
F	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.			
G	Spray buff all tile floors.			
QUARTERLY	**June 1~15**	**September 1~15**	**December 1~15**	**March 1~15**
A	Dust or vacuum all blinds.			
B	Wash inside of all windows.			
SEMI-ANNUALLY	**January 1~31**		**July 1~31**	
A	Steam Clean Carpets throughout facility			
SEMI-ANNUALLY	**September 1~15**		**March 1~15**	
A	Dust, wash, or vacuum clean all interior air vents and door louvers.			
B	Wash all exterior windows.			

Attachment A-9

Custodial Services – Police Administration Building

POLICE ADMINISTRATION BLDG - #9 650 N. Apollo Blvd., Melb., FL 32935	Building Contact	Phone Number

Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
Offices	A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.
	B	Vacuum office carpets and/or dust tile floors (under deck, around cabinets – move chairs) – spot clean as necessary.
Break Rooms	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Spot clean light switches, doors, door jambs, frames, walls, and kick plates.
	C	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	D	Wet mop floors with approved germicidal cleaner.
Parking Lots	A	Pick up trash and refuse – deposit in designated outdoor refuse container.
	B	Empty fuel station trash – deposit in designated outdoor refuse container.
All Building Areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

POLICE ADMIN BLDG CON'T - #9	SPECIFIC CLEANING (NOTE FREQUENCY)			
WEEKLY	**Wednesday**			
A	Polish all furniture and countertops.			
B	Dust open surfaces, wall decorations, etc.			
C	Dust window frames, ledges, and wall panels.			
D	Damp clean walls and partitions.			
E	Wash inside of entrance extension glass.			
F	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.			
G	Spray buff all tile floors.			
SEMI-MONTHLY	**Second Week**		**Fourth Week**	
A	Dust and wet mop Evidence /Property Storage Room.			
QUARTERLY	**June 1~15**	**September 1~15**	**December 1~15**	**March 1~15**
A	Dust or vacuum all blinds.			
B	Wash inside of all windows.			
SEMI-ANNUALLY	**September 1~15**		**March 1~15**	
A	Steam clean carpets throughout facility.			
B	Wash all exterior windows.			
C	Strip and wax Evidence/Property Storage Room. (tile & vinyl floors)			
D	Dust, wash or vacuum all interior air vents and louvers.			
ANNUALLY				
A	Wipe down shelves in Evidence/Property Storage Room.			
B	All evidence and/or property stored on shelves will be removed and put back on shelves by Melbourne Police Department personnel.			
C	CONTRACTOR will be escorted by Melbourne Police Department personnel at all times while work is being done in the Evidence/Property Storage Room.			

Attachment A-10

Custodial Services – Housing & Urban Improvement Building

HOUSING & URBAN IMPROVEMENT BLDG - #10 695 E. University Blvd., Melb., FL 32901	Building Contact	Phone Number

Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
All exterior doors	A	Check and secure building before leaving.
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

QUARTERLY		**August 1~15**	**November 1~15**	**February 1~15**	**May 1~15**
A	Dust walls, windows, and surface areas to remove all cobwebs, dust, build-up, etc.				

SEMI-ANNUALLY		**October 1~15**	**April 1~15**
A	Wash all windows – both inside and outside.		
B	Clean exterior light fixtures at entrance – remove light lenses, clean and remove bugs.		

SEMI-ANNUALLY		**January 1~31**	**July 1~31**
A	Steam Clean Carpets throughout facility.		

ANNUALLY		**December 1~15**
A	Shampoo carpeting (only on Friday night to allow ample drying time) Note: Schedule with H&CD Management	
B	Power wash front entrance walkway.	

Attachment A-11

Custodial Services – Central Warehouse

CENTRAL WAREHOUSE - #11 2893 Harper Rd., Melb., FL 32904	Building Contact	Phone Number

Area	***Item***	**DAILY SECURITY (Wednesday)**
Gate	A	**Unlock gate, drive vehicle into complex, lock gate - reverse process when leaving.**
All exterior doors	B	Check and secure building before leaving.
Areas	***Item***	**GENERAL DAILY CLEANING (Wednesday)**
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.
	D	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	E	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	F	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.

Attachment A-12

Custodial Services – Crane Creek Reserve Golf Course

Crane Creek Reserve Golf Course #12 475 West New Haven Ave. Melbourne, 32934	Building Contact	Phone Number

Areas	Item	GENERAL DAILY CLEANING (7 days a week)
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
	C	Clean remove any dust of computers and screens, detailed.
Lounge	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals. Sanitize changing tables.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
	D	Empty sanitary napkin receptacles, disinfect and refill from stock.
	E	Clean corners and edges of restroom floors.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor container.
	B	Spot clean, and sanitize light switches, doors, doorknobs, doorjambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.
	D	Dust all A/C vents and wall mounted fixtures, doors in all corridors and offices.
	E	Spot clean light switches and doorframes, dust telephones, dust vertical and venetian blinds, high dust HVAC vents and louvers.

CCR GC CON'T - #12	SPECIFIC CLEANING (NOTE FREQUENCY)					
TWICE WEEKLY	**Tuesday**			**Thursday**		
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.					
WEEKLY	**Thursday**					
A	Spray buff all tile/vinyl floors.					
B	Polish all furniture and countertops.					
C	Damp clean stair handrails.					
SEMI-MONTHLY	**Second Week**			**Fourth Week**		
A	Dust open surfaces, wall decorations, etc.					
B	Dust window frames, ledges, and wall panels.					
C	Damp clean walls and partitions.					
D	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.					
BI-MONTHLY	**June**	**August**	**October**	**December**	**February**	**April**
A	Strip and wax tile/vinyl floors.					
QUARTERLY	**August 1~15**	**November 1~15**		**February 1~15**	**May 1~15**	
A	Dust or vacuum all blinds.					
B	Wash inside of all windows.					
C	Clean exterior light fixtures at all entrances - remove light lenses, clean and remove bugs.					
SEMI-ANNUALLY	**September 1~15**			**March 1~15**		
A	Dust, wash, or vacuum clean all interior air vents and door louvers.					
B	Wash all exterior windows.					
SEMI-ANNUALLY	**January 1~31**			**July 1~31**		
A	Steam Clean Carpets throughout facility					

Attachment A-13

Custodial Services – Mallards Landing Reserve Golf Course

Mallards Landing Golf Course #13 2750 Lake Washington Rd Melbourne, 32934	Building Contact	Phone Number

Areas	Item	GENERAL DAILY CLEANING (7 days a week)
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
	C	Clean remove any dust of computers and screens, detailed.
Lounge	A	Clean tables, vending machines, sinks, appliances, and door kick plates.
	B	Dust and wet mop tile/vinyl floor.
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals. Sanitize changing tables.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
	D	Empty sanitary napkin receptacles, disinfect and refill from stock.
	E	Clean corners and edges of restroom floors.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor container.
	B	Spot clean, and sanitize light switches, doors, doorknobs, doorjambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.
	D	Dust all A/C vents and wall mounted fixtures, doors in all corridors and offices.
	E	Spot clean light switches and doorframes, dust telephones, dust vertical and venetian blinds, high dust HVAC vents and louvers.

Mallards Landing GC CON'T - #13	SPECIFIC CLEANING (NOTE FREQUENCY)					
TWICE WEEKLY	**Tuesday**			**Thursday**		
A	Dust all cleared surfaces of desks, credenzas, chairs, tables, filing cabinets, countertops, and other office furniture.					
WEEKLY	**Thursday**					
A	Spray buff all tile/vinyl floors.					
B	Polish all furniture and countertops.					
C	Damp clean stair handrails.					
SEMI-MONTHLY	**Second Week**			**Fourth Week**		
A	Dust open surfaces, wall decorations, etc.					
B	Dust window frames, ledges, and wall panels.					
C	Damp clean walls and partitions.					
D	Remove wall debris and cobwebs from exterior wall and ceiling surfaces.					
BI-MONTHLY	**June**	**August**	**October**	**December**	**February**	**April**
A	Strip and wax tile/vinyl floors.					
QUARTERLY	**August 1~15**	**November 1~15**	**February 1~15**	**May 1~15**		
A	Dust or vacuum all blinds.					
B	Wash inside of all windows.					
C	Clean exterior light fixtures at all entrances - remove light lenses, clean and remove bugs.					
SEMI-ANNUALLY	**September 1~15**		**March 1~15**			
A	Dust, wash, or vacuum clean all interior air vents and door louvers.					
B	Wash all exterior windows.					
SEMI-ANNUALLY	**January 1~31**		**July 1~31**			
A	Steam Clean Carpets throughout facility					

Attachment A-14

Custodial Services – Fire Administration

FIRE ADMINISTRATION - #14 865 Eau Gallie Blvd., Melb., FL 32935	Building Contact	Phone Number

Areas	***Item***	**GENERAL DAILY CLEANING (Monday thru Friday)**
All exterior doors	A	Check and secure building before leaving.
Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
Lobby & hallways	A	Vacuum carpets - clean all base cove corners - spot clean as necessary.
	B	Dust mop all tile/vinyl floors with chemically treated mop - damp mop any spillage.
	C	Straighten lobby furniture and turn off lights.
Offices	A	Vacuum carpets and/or dust mop tile/vinyl floors (under desks, around cabinets, move chairs) - spot clean as necessary.
	B	Straighten office furniture and turn off light(s).
Restrooms	A	Clean and sanitize (with approved germicidal cleaner) lavatories, toilets, urinals, partitions, counters, mirrors, tile, and towel and soap dispensers. Wipe plumbing fixtures, including sloan valves, with disinfectant. Spot clean tile walls and door kick plates. Scrub inner rim of lavatories, toilets, and urinals.
	B	Refill toilet tissue (when 1/2" or less on roll), hand towels (when 3/4" or less on roll), and liquid hand soap and deodorant blocks as needed. *Note: These supplies furnished by the CITY - save all residuals in plastic bag to be collected by Facilities Maintenance.*
	C	Wet mop floors with approved germicidal cleaner.
Closets	A	Keep custodial closets/rooms neat and clean.
	B	Maintain supply and equipment storage areas.
All building areas	A	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	B	Spot clean light switches, doors, door knobs, door jambs, frames, and walls.
	C	Sanitize and polish all drinking fountains, including surrounding wall area - fill cone cup dispensers as applicable.

QUARTERLY		**August 1~15**	**November 1~15**	**February 1~15**	**May 1~15**
A	Dust walls, windows, and surface areas to remove all cobwebs, dust, build-up, etc.				

SEMI-ANNUALLY		**October 1~15**	**April 1~15**
A	Wash all windows – both inside and outside.		
B	Clean exterior light fixtures at entrance – remove light lenses, clean and remove bugs.		

SEMI-ANNUALLY		**January 1~31**	**July 1~31**
A	Dust, wash, or vacuum clean all interior air vents and door louvers.		

ANNUALLY		**December 1~15**
B	Power wash front entrance walkway.	

Attachment A-15

Custodial Services – Parking Garage

PARKING GARAGE - #15 900 East Strawbridge Ave., Melb., FL 32901		Building Contact	Phone Number

Areas	***Item***	**GENERAL DAILY CLEANING**
Elevator Entrances	A	Sweep surfaces of immediate exterior entry areas, including wall corners.
	B	Remove fingerprints/soil (both sides) on entrance doors - glass, frames, handles, and thresholds.
	C	Empty all wastebaskets and replace liner - deposit trash in designated outdoor refuse container.
	D	Wet mop floors with approved germicidal cleaner.
Elevator	A	Sweep floor surface of elevator car, including wall corners
Parking Ramps	A	Pick up trash and refuse – deposit in designated outdoor refuse container.
Stairwell Landings	A	Sweep surfaces of stairwell landings, including wall corners.
	B	Wet mop floors with approved germicidal cleaner

Attachment B

BUILDING:	ATTACHMENT B **CUSTODIAL SERVICES WORK ACTIVITY REPORT (Effective July 1, 2019)** MONTH/YEAR

WEEK:	1ST WEEK					2ND WEEK					3RD WEEK					4TH WEEK					5TH WEEK				
WORK ACTIVITY	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
DAILY																									
2X WEEK																									
WEEKLY																									
SEMI-MONTHLY																									

OTHER: M- Monthly B- Bi-Monthly Q - Quarterly T - Tri-Annually S - Semi Annually A - Annually	SPECIFY OTHER SERVICE(S) COMPLETED DURING THE MONTH:
CONTRACTOR NOTES:	
CITY NOTED DEFICIENCIES:	

BUILDING REPRESENTATIVE VERIFIES CUSTODIAL SERVICES / DEFICIENCIES AS CHECKED ABOVE

SIGNATURE DATE

INSTRUCTION FOR USE: CONTRACTOR: CITY:	PLACE CHECK MARK BY EACH SERVICE INTERVAL PERFORMED IN ACCORDANCE WITH BUILDING ACTIVITY REQUIREMENTS. NOTE ANY PROBLEM AREAS IN CONTRACTOR NOTES. BUILDING REPRESENTATIVE SHALL FORWARD REPORT TO FACILITIES OPERATIONS SUPERINTENDENT FOR PAYMENT APPROVAL

CUSTODIAL SERVICES - TERM CONTRACT

EXHIBIT A2

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Statement of Work attached and incorporated as Exhibit A1 to the Contract, all Services (and Items incidental thereto) and work 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 perform the custodial services directly; subcontracting will not be allowed.

C. CONTRACTOR shall furnish to the CITY's Facilities Operations Superintendent copies of Safety Data Sheets for all products to be used prior to beginning service at any facility. The Safety Data Sheets shall be in compliance with OSHA guidelines, Title 29 of the Code of Federal Regulations, Part 1910.1200, Paragraph G. 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.

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 5:00 PM and Midnight, starting at Public Works and Utilities, Harper Road Monday through Friday, excluding CITY observed holidays, unless prior approval by the CITY is obtained. Excluding the parking garage, all work shall be performed between the hours of 4:00 AM and 6:00 AM Monday through Friday, excluding CITY observed holidays, unless prior approval by the CITY is obtained.

F. CONTRACTOR shall provide monthly "Custodial Services Work Activity Report" to Facilities Operations Superintended. See "Attachment B".

II. CONTRACTOR PERSONNEL/VEHICLES/EQUIPMENT

A. Provide, at all times, adequate and expert managerial and administrative supervision for its employees in the Service Areas. CONTRACTOR shall employ an Operations Manager who shall be assigned to the Service Areas on a full-time basis. The Operations Manager shall coordinate all activities connected with the provision of services specified and shall attend on-site meeting with the Facilities Operations Superintendent, or designee, on a weekly basis to coordinate the enforcement of the contract, the implementation of suggestions and requests, and the prompt resolution of complaints.

B. Adequate Staff: CONTRACTOR shall, at all times, employ and maintain an adequate staff of competent, qualified personnel on City of Melbourne premises, for consistent and efficient operation of all Contract services. CONTRACTOR's employees shall become familiar with the schedule of cleaning within their assigned Service Area(s). CONTRACTOR shall also provide sufficient backup in times of staff shortages.

C. Dress Code: CONTRACTOR employees shall wear a distinctive uniform that has the CONTRACTOR's company name affixed to the shirt. Tee shirts, shorts, tank tops, halters, sandals, thongs, or any type of open-toed shoes shall not be worn by CONTRACTOR personnel. CONTRACTOR personnel shall report to work dressed in uniform as no locker spaces or changing rooms are provided.

D. Employee Approval: CONTRACTOR personnel that are to be involved in the performance of the contract are subject to approval by the Facilities Operations Superintendent.

E. Employee Roster: CONTRACTOR shall provide a roster of all personnel assigned to the City of Melbourne premises at the beginning of a contract period, and shall notify the Facilities Operations Superintendent of any personnel changes, no later than one (1) day after such change.

F. CONTRACTOR shall be responsible for the provision of adequate and proper safety precautions for both the CONTRACTOR employees and all persons in and around the work area.

G. Conduct: The CITY reserves the right to remove any CONTRACTOR employee who is not properly performing their duties. CONTRACTOR is responsible for replacing employee in a timely manner. The discharged employee's CITY ID badge and any keys in their possession shall be immediately returned to the Facilities Superintendent.

Note: CONTRACTOR's employees shall not open desk drawers or cabinets (except custodial supply and/or storage area) or use CITY equipment, computers, office machines, telephones, supplies, or CITY employee's personal property, at any time.

H. CONTRACTOR shall at its expense, conduct a background check for all personnel who will have access to the CITY's facilities. Background checks must be conducted prior to initial access by said personnel to CITY facilities and on an annual basis thereafter. The background checks shall indicate if any of the following exists: a criminal record that includes a felony or misdemeanor, violence, use of a dangerous weapon, a breach of trust or other job-related crimes. If such a check reveals any of the foregoing, the CONTRACTOR shall not assign that individual to any CITY facility. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the CITY's express written authorization. The CITY may conduct its own independent background checks and bar any CONTRACTOR personnel from accessing the CITY's facilities at its complete discretion. The CONTRACTOR's failure to comply with the terms of this provision may be considered a material breach rendering the CONTRACTOR in default under its contract with the CITY.

I. Management Personnel: CONTRACTOR shall advise the Facilities Operations Superintendent of the telephone numbers and address of management personnel and shall arrange for at least one person to be available at all times by telephone.

J. ID Badge: All CONTRACTOR personnel shall have their CITY-issued ID badge on his/her person at all times while on duty in a CITY building. Request for exception to this policy may be granted by the CITY.

K. Safety: CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to property, persons, or employees and shall comply with all applicable provisions of federal, state, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act (OSHA), and amendments thereto. Any fines levied by any jurisdiction having authority for failure to comply shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall comply with the OSHA "Federal Right to Know' Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures. CONTRACTOR shall adhere to applicable environmental protection guidelines for the duration of the Work. The CONTRACTOR shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, NIOSH, EPA, DERM, NFPA, Brevard County, State of Florida), which bear on the performance of the Work. The CONTRACTOR shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to those who are injured during the performance of the Work. CONTRACTOR shall immediately report to the Facilities Operations Superintendent every accident to persons and shall furnish in writing full information, including witness statements, regarding any and all accidents.

L. Property Protection: CONTRACTOR shall be responsible for the theft or damage of CITY property or personal property caused by his employees. If the CONTRACTOR fails or refuses to repair or replace stolen or damaged property, they shall be liable for the cost, which may be deducted from any outstanding payments due.

M. CONTRACTOR shall ensure that all Work is performed by persons qualified in the respective trades necessary to properly complete the Work.

N. 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.

O. CONTRACTOR's personnel 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.

P. 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.

Q. CONTRACTOR vehicles used in the performance of this Contract shall have Company name and telephone number prominently displayed.

III. TIME OF PERFORMANCE

A. Time is of the essence in completing the work described herein. It is to be emphasized that the meeting of specified schedules is a significant part of ability to perform and that failure to

meet such schedules may result in termination of the Contract and will surely be considered in the evaluation of future bids.

B. No forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of time obtained in accordance with this section.

C. The Facilities Operations Superintendent or designee will provide the CONTRACTOR a list of the tasks, which were not performed per Contract requirements. Failure to correct these deficiencies within twenty-four (24) hours of notification, or a mutually agreed time, will result in the assessment of liquidated damages/administrative charges as deemed appropriate by the Director of Public Works for each calendar day the work remains incomplete. Charges that have been assessed will be deducted against the monthly invoices received from the CONTRACTOR, or where the outstanding invoices are insufficient to cover the assessed amount, the CITY may invoice the CONTRACTOR. Repeated failures to comply with the Contract may result in CONTRACTOR being notified in writing that they are in default of the Contract. The CITY reserves the right to find the CONTRACTOR in default of the Contract for failure to perform whether deductions have been taken or not.

D. If the CITY determines it is necessary to hire an outside source to perform work that was neglected or done poorly by CONTRACTOR, the CITY may charge back the cost of such outside labor to the CONTRACTOR.

E. In the event CONTRACTOR wishes to contest such assessment, CONTRACTOR shall submit a written protest to the Director of Public Works within five (5) calendar days after receiving such notice for an opportunity to be heard by the CITY and present a defense to such assessment. The CITY will notify CONTRACTOR in writing of any action taken with respect to CONTRACTOR's claims. The decision of the CITY shall be final.

IV. CHANGES OR EXTRA WORK

A. The CITY may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the CITY. CONTRACTOR is not guaranteed full or exclusive right to perform extra work that may be required. The CITY reserves the right to obtain competitive quotations or otherwise select the most appropriate source for performing extra work.

B. The value of such extra work shall be determined in one of the following ways:

1. By firm price adjustment

2. By unit cost

C. CONTRACTOR shall not perform any Extra Work until authorization (Amendment to Contract) is obtained from the CITY and a purchase order is received. Extra work performed without a purchase order may not be paid.

D. No payment for additional work or materials shall be made upon any claim of changed conditions if such conditions could have been reasonably foreseen upon diligent examination of the sites.

V. 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 at any time request Spot checks to be performed by CONTRACTORS management.

C. 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.

D. 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.

E. 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.

VI. 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.

VII. DELAYS

A. 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 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.

B. 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.

C. 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.

D. 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.

E. No allowance of any kind will be made for such suspension of Work -except in equivalent extension of time for completion of the Contract.

VIII. 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 (23 CFR 635). 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.

IX. USE AND MAINTENANCE OF PREMISES

A. Restricted Site(s): Police Department will detail when on-site (Evidence, narcotics, additional room, etc.

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.

H. Utilities/Facilities

1. The CITY shall provide, at no cost to CONTRACTOR, utilities and toilet facilities that are existing and available at each site for Work performed under the Contract.

2. Water: The CITY shall furnish to CONTRACTOR from existing CITY facilities and without cost to CONTRACTOR, a supply of water necessary for the performance of Work under

this Contract. The CITY will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of CONTRACTOR to determine the extent to which existing CITY water supply source is adequate for the needs of the Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of CONTRACTOR, and costs included in the Scope of Services. All Work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by the CITY. Said taps, connections, and accessory equipment shall be maintained by CONTRACTOR in a Workmanlike manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of CONTRACTOR, so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of the CITY.

3. Electricity: The CITY shall furnish to CONTRACTOR from existing CITY facilities and without cost to CONTRACTOR, electricity necessary for the performance of Work under this Contract. It is the responsibility of CONTRACTOR to determine the extent to which existing CITY electrical facilities are adequate for the needs of this Contract.

   All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of CONTRACTOR, and costs included in the Bid or proposal. All Work in connection therewith shall be coordinated, scheduled and performed as directed and approved by the CITY. Said taps, connections, and accessory equipment shall be maintained by CONTRACTOR in a Workman like manner in accordance with the rules and regulations of the local authority. Upon completion of this Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of CONTRACTOR, and costs included in the Bid or proposal, so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of the CITY.

X. PAYMENT/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, at a minimum, 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. The CITY shall pre-audit invoices submitted by the CONTRACTOR and pay the CONTRACTOR only for approved invoices. All payments by the CITY will be made in accordance with the requirements of the Florida Local Government Prompt Payment Act.

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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 below.

Item	Description	Monthly Price	Annual Price
PUBLIC WORKS - HARPER RD			
1	Public Works/ Utility Admin Bldg.	**$758.40**	**$9,100.58**
2	Utilities Admin Bldg.	**$373.50**	**$4,481.53**
3	Water/Wastewater Ops Bldg.	**$373.50**	**$4,481.53**
4	Utilities Ops Pump Bldg.	**$373.50**	**$4,481.53**
5	Park/Streets Bldg.	**$373.50**	**$4,481.53**
6	Fleet Mgmt. Bldg.	**$373.50**	**$4,481.53**
7	Facilities Ops Bldg.	**$373.50**	**$4,481.53**
POLICE BUILDINGS			
8	Police Communications Center	**$2,787.50**	**$33,450.32**
9	Police Administration Bldg.	**$2,787.50**	**$33,450.32**
HOUSING & URBAN IMPROVEMENT			
10	Housing & Urban Improvement Bldg.	**$373.50**	**$4,481.53**
PROCUREMENT			
11	Central Warehouse	**$143.90**	**$1,726.71**
GOLF COURSES			
12	Crane Creek Golf Course	**$461.20**	**$5,534.94**
13	Mallard's Landing Golf Course	**$461.20**	**$5,534.94**
FIRE STATIONS			
14	Fire Station 71 – Administration Bldg.	**$1,251.30**	**$15,015.64**
PARKING GARAGE			
15	City of Melbourne Parking Garage	**$1,943.50**	**$23.321.63**
		Total Annual Cost items 1-15	**$158,505.80**
Pricing shall include all direct and indirect costs e.g., travel, disposal fees, permits, profit & overhead, supervision, etc.			

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.

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Bid.**
This Contract is awarded based on CONTRACTOR's Response responding to CITY's ITB or RFP, as the case may be§. CONTRACTOR represents and warrants that all information and representations contained in the Response is truthful to the best of CONTRACTOR's knowledge and belief and CONTRACTOR hereby restates and affirms all representations contained in the Response.

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:

Clean Space, Inc.
Matt Giunco
3764 NW 124th Avenue
Coral Springs, Florida 33065

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**

4.1 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.

4.2 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 awarded Contractor does not own any

automobiles, the Business Auto Liability requirement shall be amended allowing the awarded Contractor to maintain only Hired & Non-Owned Auto Liability Insurance.

4.3 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.

4.4 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.

4.5 All coverage for CONTRACTOR's subcontractors shall be subject to all of the requirements stated herein.

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EXHIBIT D2

REQUEST FOR PROPOSAL

On file in the Procurement Office

EXHIBIT D3

CONTRACTOR'S RESPONSIVE BID/PROPOSAL

On file in the Procurement Office

Melbourne City Council
July 8, 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.11.c.

Subject:
Contract Award for the Purchase of Reverse Osmosis Pre-Filter Cartridges for the Water Production Division.

Background/Consideration:
Reverse osmosis pre-filter cartridges are utilized in the pre-treatment process of the raw well groundwater feed at the Joe Mullins Reverse Osmosis Water Treatment Facility. Pre-filter cartridges remove particulate matter five microns or larger from the groundwater feed prior to the reverse osmosis treatment membranes. The pre-filter cartridges extend the life of the reverse osmosis membrane elements by removing insoluable solids that would clog or cause physical damage to the delicate reverse osmosis membranes.

Contract/Solicitation:

This contract was solicited using bid number ITB-B25010C-0-2025/CM. This contract expires on July 15, 2026 and has five, 12-month renewals available.

SOLICITATION INFORMATION:			
Issue Date:	1/21/2025	# of Solicitations:	37
Legal Ad Date:	1/21/2025	Pre-Bid/Pre-Proposal Date:	NA
Open Date:	3/4/2025	# of Responses:	2

Fiscal/Budget Impact:
Funding is available in account 62100533-552000 (Water Production-Operating Supplies).

Requested Action:
Approval of the contract award for the purchase of reverse osmosis pre-filter cartridges for the Water Production Division, Harn RO Systems, Inc., Venice, FL - estimated annual cost of $32,375 and estimated total cost of contract $194,250.

City of Melbourne
The Harbor City

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

PURCHASE AGREEMENT FOR GOODS
Reverse Osmosis Pre-Filter Cartridges

This **PURCHASE AGREEMENT FOR GOODS – Reverse Osmosis Pre-Filter Cartridges** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and Harn RO Systems, Inc., a Florida Profit corporation, whose mailing address is 310 Center Court, Venice, Florida 34285 hereinafter referred to as the **VENDOR.**

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	VENDOR CONTACT:
Procurement Division Christina Milbocker, Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 Christina.Milbocker@mlbfl.org P: 321-608-7066 / F:321-608-7070	**Water Production** David Phares, Superintendent City of Melbourne 6055 Lake Washington Road Melbourne, FL 32934 David.Phares@mlbfl.org P: 321-608-5701	**Harn RO Systems, Inc.** Ronald J Castle II 310 Center Court Venice, FL 34285 Harnorders@komline.com P: 941-488-9671

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Goods (Std Version 2/7/2024)
  - ☒ Exhibit A1. Product Description/Specifications
  - ☒ Exhibit A2. Performance Standards/Quality Requirements
  - ☐ 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 # B25010C-0-2025/CM, as modified by addenda (the "ITB")
  - ☐ Exhibit D2: Request for Proposal # RFP _____, as modified by addenda (the "RFP")
  - ☒ Exhibit D3: VENDOR's Responsive Bid dated March 4, 2025, but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and VENDOR shall sell the Goods 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 **July 16, 2025** (the "Commencement Date"), subject to the Effective Date. This Contract expires on **July 15, 2026** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) 12-month additional terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal Corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

VENDOR:

HARN RO SYSTEMS, INC.,
a Florida Profit Corporation

_____ 6/10/25
Signature Date
Name: RONALD J CASTLE II
Title: CORPORATE SECRETARY

City Use Only	
Initial Method of Procurement (mark): ☒ITB # B25010C-0-2025/CM ☐RFP # _____ ☐Exception: _____	Commencement Date: _____** ** Note: But effective no earlier than last of the parties to execute Expiration Date: Renewal: ☐No ☒Yes: 5-12-month terms ☐Not Applicable Council Approval Date: _____

EXHIBIT A
STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT - GOODS

1. **DEFINITIONS**

A. "Goods" means the goods which VENDOR is to provide to CITY as set forth on Exhibit A1. Custom Goods are Goods manufactured to CITY's specifications solely for CITY and offered or sold to no other customer. Any Goods which are custom made for CITY shall be indicated by an asterisk (*) on Exhibit A1.

B. "Purchase Order" is CITY's document setting forth specific line item for Goods ordered and Order information.

C. "Order" means CITY's authorization to ship in accordance with the CITY's Purchase Order, and authorizing VENDOR to ship a definite quantity of Goods as requested by the CITY.

D. "Commencement Date" and "Expiration Date" are 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 shall be the date of the last of the parties to sign the Contract or the Commencement Date, whichever date shall occur later. 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. Prices shall include transportation and delivery charges, prepaid by VENDOR to the destination specified in this Contract. The parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.

B. The price charged CITY for any Good shall always be VENDOR's lowest price charged any customer for that Good regardless of any special terms, conditions, rebates, or allowances of any nature. If VENDOR sells any Good to any customer at a price less than that set forth herein, VENDOR shall adjust its price to the lower price for any un-invoiced Goods and for all future invoices for such Good. For Goods designated as custom Goods, for purposes of comparing price under this Paragraph, the price of the Good shall include those VENDOR cost components which are generic to the Good as compared to other similar Goods sold by VENDOR. Such comparison shall be made to the extent Goods have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties.

C. In the event VENDOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, VENDOR shall immediately inform CITY of this price and price protect CITY's inventory of affected Goods by rebating to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Goods pulled into CITY's manufacturing process for consumption during the preceding thirty (30) days.

D. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on VENDOR's invoice and borne by VENDOR. In the event that City of Melbourne is prohibited by law from remitting payments to the VENDOR unless City of Melbourne deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City of Melbourne shall duly withhold such taxes and shall remit the remaining net invoice amount to the VENDOR. City of Melbourne shall not reimburse VENDOR for the amount of such taxes withheld.

F. 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 VENDOR. 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 VENDOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon VENDOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if VENDOR is found to not be complying with this Contract in any way, VENDOR 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 VENDOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. **INVOICING AND PAYMENT**

A. Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s). Original invoices or packing lists 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 Goods, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

B. 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.

C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.

D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, 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.

E. No payments shall be made in advance of acceptance of delivery of Goods nor for Goods not covered under this Contract nor for Goods not acceptable to CITY.

F. VENDOR agrees to invoice CITY no later than sixty (60) days after shipment of Goods. CITY will not be obligated to make payment against any invoices submitted after such period.

G. Payment by the CITY shall be subject to approval and acceptance of Goods 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 Goods 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 Goods covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, VENDOR 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 Goods, commodities and services, which will be granted under the Agreement, shall not be exclusive. The City reserves the right to competitively bid any item on this Contract from another supplier 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 VENDOR.

B. CITY may terminate this Contract upon written notice to VENDOR in the event VENDOR 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 VENDOR with notice of default or an opportunity to cure, if CITY determines that VENDOR 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 VENDOR but without an opportunity to cure if CITY determines VENDOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of VENDOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to VENDOR 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.

E. Upon receipt of such notice of termination, VENDOR 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 Goods and/or 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.

F. There shall be no charges for termination of orders for Goods. Notwithstanding anything to the contrary, VENDOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by VENDOR's vendors or subcontractors after VENDOR receives the notice, nor for any costs VENDOR could reasonably have avoided.

G. Notwithstanding anything else in this Contract, failure to meet the delivery date(s) in the Purchase Order shall be considered a material breach of contract and shall allow CITY to terminate the order for the Goods and/or any subsequent Orders in the Purchase Order without any liability whether the Purchase Order was for standard or custom Goods.

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 delivery is to be delayed by such contingencies, VENDOR 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. DELIVERY, INDIVIDUAL ORDERS AND SCHEDULING

A. Any forecasts provided by CITY are for planning purposes only and do not constitute an individual Order or other commitment by CITY.

B. VENDOR shall notify CITY in writing within two (2) business days of receipt of CITY's Purchase Order or individual Order, as the case may be, if VENDOR is unable to make any scheduled delivery and state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the Order terms.

C. VENDOR shall deliver Goods per the Order as requested by the CITY and CITY may return non-conforming shipments at VENDOR's risk and expense.

D. CITY may reschedule or cancel any Order in whole or in part prior to the Order date at no additional charge.

E. 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.

F. CITY shall have no obligation with respect to the purchase of Goods under this Contract until such Goods are specified in an issued Purchase Order which contains specific Order dates for specific Goods.

G. If for any reason VENDOR discontinues the manufacture of any Good during the term of this Contract or within one (1) year after the final delivery under this Contract, VENDOR shall give CITY at least ninety (90) days prior written notice of such Good discontinuance, during which time CITY shall have the option to place a final Order for such Goods for delivery to CITY within an agreed upon period. If any warranty return claims are made for such discontinued Goods, then such returns will be subject to the warranty provisions in Paragraph 10.

H. VENDOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment sufficient in number, condition and capacity to efficiently perform the work and provide the Goods required by this Contract.

10. ACCEPTANCE AND WARRANTY

A. CITY may inspect and test all Goods at reasonable times in such manner as shall not unreasonably hinder or delay VENDOR's performance. All Goods shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at VENDOR's premises or any prior payment for such Goods. Goods rejected by CITY as not conforming to this Contract or Good specifications, whether provided by CITY or furnished with the Good, may be returned to VENDOR at VENDOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.

B. VENDOR makes the following warranties regarding Goods furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Goods:

(i) Goods will not infringe any party's intellectual property rights;

(ii) VENDOR has the necessary right, title, and interest to provide said Goods to CITY, and the Goods will be free of liens and encumbrances;

(iii) Goods are new, and of the grade and quality specified;

(iv) Goods are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by VENDOR, and to any other agreed-to specifications; and

(v) Goods conform to the manufacturing quality provisions set forth in Exhibit A2.

C. If VENDOR breaches any of the foregoing warranties, or Goods are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Goods, VENDOR shall, at CITY's option, promptly repair, replace, or refund the amount paid for such Goods, and shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. VENDOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Goods 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. PRODUCT SPECIFICATIONS/ IDENTIFICATION/ERRATA

A. VENDOR shall not modify the specifications for Goods without CITY's written consent. VENDOR shall notify CITY at least ninety (90) days in advance of any changes in the manufacturing process.

B. VENDOR shall cooperate with CITY to provide configuration control and traceability systems for Goods supplied hereunder.

C. VENDOR shall provide CITY with a list of such modifications for each Good and shall promptly notify CITY in writing of any new modifications with respect to the Goods.

12. PACKING AND SHIPMENT

A. It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

B. Title and risk of loss shall pass to CITY upon delivery of Goods to CITY's delivery station. All Goods shall be prepared for shipment in a manner which: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. VENDOR shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment, and the

names of the CITY and VENDOR. VENDOR shall ship only the quantity of Goods specified in the Order. CITY may return at VENDOR's expense any Goods in excess of the quantity stated in the Order.

C. All prices shall be based on delivery **F.O.B. Destination prepaid and allowed** with all charges prepaid to the actual point of delivery and inside delivery. Inspection and acceptance will be at *destination* unless otherwise stipulated. Title/risk of loss of damage to all items shall be the responsibility of VENDOR until delivery is verified by the CITY.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become CITY's property; (ii) be used by VENDOR 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 VENDOR's expense; and (v) be shipped to CITY promptly on demand.

B. VENDOR shall insure CITY's property and be liable for loss or damage while in VENDOR's possession or control, ordinary wear and tear excepted.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

VENDOR 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 Goods. CITY shall notify VENDOR of such claim or demand. If an injunction issues as a result of any such claim or action, VENDOR agrees at its expense and CITY's option to either: (i) procure the right to continue using Goods; (ii) replace them with non-infringing Goods; (iii) modify them so they become non-infringing; or (iv) refund to CITY the amount paid for any Goods returned to VENDOR or destroyed. This indemnification shall not apply to the extent custom Goods are manufactured to CITY's detailed design.

15. GENERAL INDEMNIFICATION

VENDOR 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) VENDOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by VENDOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Goods. 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.

16. COMPLIANCE WITH LAWS

A. VENDOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Goods and/or the performance of services in the course of this Contract. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.

B. VENDOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.

C. VENDOR represents and warrants that the Goods supplied 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, VENDOR shall provide copies of VENDOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of VENDOR'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). VENDOR 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. VENDOR 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. VENDOR 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 suppliers from bid submittal for a period of thirty-six (36) months.

F. Public Entity Crimes Statement. VENDOR acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates are placed on the convicted vendor list.

G. VENDOR shall maintain, for the duration of the Agreement, all valid licenses and certificates required for the performance of work and provision of Goods.

H. .Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, VENDOR 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 VENDOR has falsely certified facts under this sub-paragraph or if VENDOR 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..

I. Foreign Gifts and Contracts. VENDOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.

J. Foreign Country of Concern. VENDOR 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.

K. 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.

L. Failure to comply with this Paragraph shall be considered a breach of contract.

17. RETENTION AND AUDIT

A. VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, VENDOR agrees to retain public records, and upon request 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 VENDOR for the Goods and/or services 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, VENDOR agrees to submit to an audit by an

independent certified public accountant selected by CITY. VENDOR shall allow CITY to inspect, examine and review the records of VENDOR in relation to this Contract at any and all times during normal business hours during the term of this Contract.

18. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Contract contains the entire understanding between CITY and VENDOR 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 VENDOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. VENDOR shall not substitute the Goods.

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 – Goods" identified as Exhibit A to the Contract
- Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting Addenda and VENDOR'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.

19. 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.

20. ASSIGNMENT; SUBCONTRACTORS

VENDOR 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 VENDOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by VENDOR and CITY and subject to with the same degree of formality evidenced in the Agreement. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of VENDOR. VENDOR will be fully responsible to CITY for the acts and omissions of the VENDOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the City.

21. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

22. 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.

23. HEADINGS

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

24. SURVIVAL

The provisions of Paragraph: 1, 10, 13, 14, 15, 17, 18, 19, 22, 23, 24, Exhibit A1, Exhibit A2, Exhibit A3, (except for Technical Support which expires or terminates) will survive any termination or expiration of this Contract.

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EXHIBIT A1

PRODUCT DESCRIPTION/SPECIFICATIONS

The Goods purchased are a commodity and are not custom-made for the CITY.

VENDOR shall furnish and deliver all Goods set forth herein in compliance with the Performance Standards of Exhibit A2.

I. GENERAL DESCRIPTION

VENDOR shall furnish all labor, materials, equipment, and transportation necessary for the delivery of reverse osmosis pre-filter cartridges to the CITY's Water Treatment Facility on an as-needed basis.

The specifications below are presented to establish a minimum level of material quality and to define the installation technique, material quality required to perform the required work. All miscellaneous items and accessories required for such installation, whether or not such item or accessory is mentioned in these specifications, shall be furnished. It is assumed that all products bid will be in literal compliance with the product and installation specifications provided herein.

II. DELIVERY LOCATION

City of Melbourne
Reverse Osmosis Water Plant
5980 Lake Washington Road
Melbourne, Florida 32935

III. 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. Acceptable Manufacturer(s)/Systems: i) GE-Osmonics; ii) Cuno Filter Systems; iii) Pall; iv) Global Filter; or v) CITY-approved equivalent.

B. Product Details: The Reverse Osmosis Pre-Filter Cartridges:

1. Shall be thermally bonded pure polypropylene micro fiber depth filter. Shall be of continuous construction, 42.50-inches in length with no joint seams or welds. The inside diameter shall be 1.00-inch. The outside diameter shall be 2.50-inches. Shall be completely self-supporting; shall not sag or deflect along its length, and shall not contain any support core or other reinforcing structure.

2. Shall be single open end, manufactured using thermally bonded polypropylene micro fiber media matrix, which is free of media migration and provides consistent filtering characteristics.

3. Shall contain no wetting agents, resin, binders, lubricants, antistatic agents, additives of any kind and be free of manufacturing debris.

4. Each cartridge filter unit shall have a bonded plastic spring at the closed end of the filter and bonded Buna-N dual 222 O-rings assembly at the open end.

5. Shall have a removal efficiency of 5.0 microns nominal; it shall consistently remove at least 90% of particles equal to or larger than the micron rating of the filter.

6. Shall be capable of minimum flow rate of 3.7 GPM per 10.00-inch filter unit equivalent, operating conditions of 80-PSI minimum and differential pressures conditions of 40-PSI minimum. The initial startup differential pressure shall be 1.0-PSI max. **The filter unit shall be capable reaching the specified differential pressure without losing fibers from the media matrix or delaminating.**

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 Contract, all Goods provided by the VENDOR shall conform to the following:

I. GENERAL REQUIREMENTS

A. Goods and delivery of said goods shall meet all applicable federal, state and local requirements.

B. VENDOR's personnel and subcontractors, while on CITY property, shall be easily identifiable as VENDOR personnel. VENDOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property

C. 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.

D. All materials used in the manufacturing of the cartridge filter units shall meet the requirement of the food and drug administration (FDA) Title 21 of the code federal regulations CFR) section 174.5 and 177.1520, and applicable NSF Standards Certification and shall be made for use in municipal potable water treatment systems.

E. Products shall be manufactured to the applicable NSF standards and certified by the National Sanitation Foundation (NSF); Underwriters Laboratories (UL); or Water Quality Association (WQA) only.

F. Liquidated Damages - The CITY may assess the VENDOR the amount of one hundred dollars ($100.00) per order per business day for late deliveries. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the payment owed to the VENDOR, or charged back to the VENDOR. This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes.

   In the event VENDOR wishes to contest such assessment, VENDOR shall submit a written protest within five (5) calendar days after receiving such notice for an opportunity to be heard by the CITY and present a defense to such assessment. The CITY will notify VENDOR in writing of any action taken with respect to VENDOR's claims. The decision of the CITY shall be final.

II. DELIVERY REQUIREMENTS

A. Deliveries shall be made between the hours of 8:00 AM and 3:00 PM, Monday through Friday, excluding CITY observed holidays, unless otherwise approved by the CITY.

B. VENDOR shall deliver all orders, within then (10) business days from receipt of order. **No partial shipments will be permitted unless approved in writing by the CITY.**

C. VENDOR shall deliver goods to the delivery location(s) indicated in Exhibit A1 unless otherwise directed by the CITY. VENDOR shall, with CITY representative present, inspect delivered items for correct order and damage.

D. VENDOR shall notify CITY of any potential delays within two (2) business days from receipt of order. Unless a written extension is obtained from the CITY prior to the delivery deadline(s) there will be no excuse for untimely delays (excluding circumstances beyond VENDOR's reasonable control).

E. VENDOR shall pick up and replace all items that are determined by the CITY to be damaged, wrong item, or any other unacceptable condition, at no cost to the CITY. This includes all shipping costs to return said items. If item is not picked up within one (1) week after notification, the item may become a donation to the City for disposition. VENDOR shall provide full credit as an adjustment to invoice to CITY for all returns.

F. VENDOR shall deliver all products in their unopened original packaging, bearing the manufacturer's name, related standards and any other specification or reference accepted as standard. Deliveries

containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the CITY at the VENDOR's expense.

III. PRODUCT AVAILABILITY

A. VENDOR agrees that there will be no cancellation of products used without an equal and acceptable replacement approved by the City during the term of the agreement.

B. VENDOR must communicate manufacturer's discontinuation of any products to the City in writing within five (5) business days of VENDOR being notified. In such instances, VENDOR shall work with the City and to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. VENDOR will be prepared to offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement part number, description, list price, applicable discount, and final price.

C. Substitutions may be used only in the event of an item not being available.

1. Substitutions cannot occur without first notifying and requesting written permission of the City. The City shall be sole determiner as to acceptability of substitutions.
2. If a higher priced item is used to fill the order, the City will be billed at the lower price of the item that was out of stock, not the higher priced item.

IV. ADDITIONS/DELETIONS

It is hereby agreed and understood that any items/products may be added/deleted to/from the contract at the option of the CITY. When an additional product to the contract is required, VENDOR(s) under the contract shall be invited to submit price quotes for these new product(s) (unless a balance of line percentage discount is offered on Exhibit A4). If price quotes are comparable, competitive market prices for similar products, the product(s) will be added to the Contract via amendment. No change will be binding until an amendment is executed by both parties.

V. WARRANTY

A. All manufacturer warranties shall be transferred to the CITY before final acceptance.

VI. INVOICING

A. The CITY shall pre-audit bills, invoices, and/or charges submitted by the VENDOR and pay the VENDOR only for approved bills, invoices, and/or charges. The CITY shall ensure that all VENDOR 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 VENDOR submits an improper invoice, the CITY shall, within 10 days after receipt of said invoice, notify VENDOR, in writing, that the invoice is improper and indicate the action(s) needed to correct the invoice.

EXHIBIT A4

PRICING SCHEDULE

VENDOR shall provide all Goods set forth in this Contract for the cost stated below.

VENDOR shall provide all Goods (and items incidental thereto) set forth in Exhibit A1 and Exhibit A2 of this ITB for the firm fixed costs stated below.

Item	Description	UOM	Est. Annual Qty	Unit Cost	Est. Annual Cost
1	**Reverse Osmosis Pre-Filter Cartridge Units**	**Each**	**3,500**	**$9.25**	**$32,375.00**
				Total Estimated Annual Cost	**$32,375.00**
Proposed Manufacturer:	**American Melt Blown & Filtration**				
Product #:	**BE5SC45.50ALS3B-HRO**				
Pricing shall include all direct and indirect costs.					
Lowest Bidder award shall be based on the total cost of Item #1					

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.

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Bid.**
This Contract is awarded based on VENDOR's Bid responding to CITY's ITB. VENDOR represents and warrants that all information and representations contained in the Bid is truthful to the best of VENDOR's knowledge and belief and VENDOR 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 Goods shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment 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 VENDOR shall be directed to the VENDOR 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

   Greg Bunn, Procurement Manager
   Procurement Division
   City of Melbourne
   900 East Strawbridge Avenue
   Melbourne, Florida 32901

   If to VENDOR:

   Harn RO Systems, Inc.
   Ronald J. Castle II
   310 Center Court
   Venice, Florida 34285

   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. VENDOR 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 VENDOR 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 VENDOR or insure the activities of the Subcontractors in VENDOR's own policy.

   B. Business Automobile Liability Insurance. VENDOR 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 VENDOR does not own any automobiles, the

Business Auto Liability requirement shall be amended allowing the VENDOR to maintain only Hired & Non-Owned Auto Liability Insurance.

C. Workers Compensation & Employer's Liability Insurance. VENDOR 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. VENDOR 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 VENDOR'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 VENDOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.

D. Proof of Insurance. VENDOR 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 VENDOR's subcontractors shall be subject to all of the requirements stated herein.

5. **Modifications to Standard Terms and Conditions**

5.1 Term of Agreement Section 2 of the Standard Terms and Conditions of Purchase Agreement is hereby modified as follows:

2. TERM OF AGREEMENT

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date shall be the date of the last of the parties to sign the Contract or the Commencement Date, whichever date shall occur later. If this Contract is renewable, it shall only be renewed ~~at CITY's sole discretion~~ as agreed between the parties.

5.2 Pricing Section 3 of the Standard Terms and Conditions of Purchase Agreement is hereby modified as follows:

3. PRICING

A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. Prices shall include transportation and delivery charges, prepaid by VENDOR to the destination specified in this Contract. The parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.

B. Omitted. ~~The price charged CITY for any Good shall always be VENDOR's lowest price charged any customer for that Good regardless of any special terms, conditions, rebates, or allowances of any nature. If VENDOR sells any Good to any customer at a price less than that set forth herein, VENDOR shall adjust its price to the lower price for any un-invoiced Goods and for all future invoices for such Good. For Goods designated as custom Goods, for purposes of comparing price under this Paragraph, the price of the Good shall include those VENDOR cost components which are generic to the Good as compared to other similar Goods sold by VENDOR. Such comparison shall be made to the extent Goods have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties.~~

C. Omitted. ~~In the event VENDOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, VENDOR shall immediately inform CITY of this price and price protect CITY's inventory of affected Goods by rebating to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Goods pulled into CITY's manufacturing process for consumption during the preceding thirty (30) days.~~

D. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on VENDOR's invoice and borne by VENDOR. In the event that City of Melbourne is prohibited by law from remitting payments to the VENDOR unless City of Melbourne deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City of Melbourne shall duly withhold such taxes and shall remit the remaining net invoice amount to the VENDOR. City of Melbourne shall not reimburse VENDOR for the amount of such taxes withheld.

F. 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 VENDOR. 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 VENDOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon VENDOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if VENDOR is found to not be complying with this Contract in any way, VENDOR 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 VENDOR's failures to abide by the obligations of this Contract shall be reported to CITY.

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EXHIBIT D1

INVITATION TO BID #ITB-B25010C-0-2025/CM

On file in the Procurement Division

EXHIBIT D3

VENDOR'S RESPONSIVE BID/PROPOSAL

On file in the Procurement Division

FINAL BID TABULATION SHEET

Title: Reverse Osmosis Pre-Filter Cartridges
Bid #: ITB-B25010C-0-2025/CM
Due Date: March 4, 2025 by 3:00 PM

City of Melbourne
The Harbor City

Procurement Division

BIDDERS:				**Harn R/O Systems, Inc**		**Carolina Filters**	
Local Preference (LP) COMLP/BCLP:				N/A		N/A	
ITEM	**DESCRIPTION**	**QTY**	**UOM**	**Unit Cost**	**Estimated Annual Cost**	**Unit Cost**	**Estimated Annual Cost**
1	Reverse Osmosis Pre-Filter Cartridge Units	3,500	EA	$ 9.25	$ 32,375.00	$ 14.65	$ 51,258.06
Proposed Manufacturer:				American Melt Blown & Filtration		Global Filter- Filtration Group Corporation	
Notes:							

Melbourne City Council
July 8, 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.11.d.

Subject:
Contract award for the purchase of liquid oxygen for the Water Production Division.

Background/Consideration:
Liquid oxygen is the feed gas used for generating ozone gas. This process aids in disinfection without leaving by-products and toxic residues. Ozone generated from liquid oxygen is highly effective against chlorine-resistant pathogens such as cryptosporidium, giardia, and viruses. The estimated annual usage is 1,600 tons. The current price is $193.82 per ton and the new contract price is $200.46 per ton. Also included is a secondary contract with VirtAir, Inc., as a backup vendor with a cost of $249.00 per ton.

Contract/Solicitation:

These contracts were solicited using bid number ITB-B25014C-0-2025/CM. They expire on August 15, 2026 and has five, 12-month renewals available.

SOLICITATION INFORMATION:			
Issue Date:	3/21/2025	# of Solicitations:	10
Legal Ad Date:	3/21/2025	Pre-Bid/Pre-Proposal Date:	NA
Open Date:	4/29/2025	# of Responses:	2

Fiscal/Budget Impact:
Funding is available in account 62100533-552070 (Water Production-Chemicals & Fertilizer).

Requested Action:
Approval of a contract awards for the purchase of liquid oxygen for the Water Production Division, Airgas USA, LLC, Dallas, TX - estimated annual cost of $320,736 and estimated contract cost of $1,924,416, and VertAir Inc., New Hyde Park, NY, as the secondary vendor.

City of Melbourne
The Harbor City

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

PURCHASE AGREEMENT FOR GOODS
Liquid Oxygen (LOx)

This **PURCHASE AGREEMENT FOR GOODS – LIQUID OXYGEN (LOx)- TERM CONTRACT** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and Airgas USA, LLC, a Foreign Limited Liability Company, whose mailing address is 259 N. Radnor-Chester Rd. Suite 300 Radnor, PA 19087 hereinafter referred to as the **VENDOR.**

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	VENDOR CONTACT:
Procurement Division	**Water Production**	**Airgas USA, LLC**
Katie Milbocker, Buyer	David Phares, Superintendent	John Sheehan, Division President
900 E. Strawbridge Ave	6055 Lake Washington Road	P.O. Box 734672
Melbourne, FL 32901	Melbourne, FL 32934	Dallas, TX 75373
Christina.Milbocker@mlbfl.org	David.Phares@mlbfl.org	Us-aso-contracts@airgas.com
P: 321-608-7066	P: 321-288-0849	P: 484-523-0402

This Contract consists of the following documents: (Mark "X" where applicable)

☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Goods (Std Version 2/7/2024)
- ☒ Exhibit A1. Product Description/Specifications
- ☒ Exhibit A2. Performance Standards/Quality Requirements
- ☐ 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- B25014C-0-2025/CM as modified by addenda (the "ITB")
- ☐ Exhibit D2: Request for Proposal # RFP _____, as modified by addenda (the "RFP")
- ☒ Exhibit D3: VENDOR's Responsive Bid dated April 29, 2025, but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and VENDOR shall sell the Goods 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 **August 16, 2025** (the "Commencement Date"), subject to the Effective Date. This Contract expires on **August 15, 2026** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) 12-month additional terms.

CITY:

CITY OF MELBOURNE,
a Florida Municipal Corporation

_____
Jenni Lamb, City Manager — Date

ATTEST: _____
Kevin McKeown, City Clerk

VENDOR:

Airgas USA, LLC,
a Foreign Limited Liability Company

DocuSigned by:
Steve Jones — 6/19/2025
5FAA7AFA0FB24CE...
Signature — Date
Name: Steve Jones
Title: VP Of Bulk

City Use Only	
Initial Method of Procurement (mark):	Commencement Date: 08/17/2025**
☒ITB # B25014C-0-2025/CM	** Note: But effective no earlier than last of the parties to execute
☐RFP # _____	Expiration Date: 08/15/2026
☐Exception: _____	Renewal: ☐No ☒Yes: 5-12 month terms ☐Not Applicable
	Council Approval Date: _____

EXHIBIT A
STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT - GOODS

1. DEFINITIONS

A. "Goods" means the goods which VENDOR is to provide to CITY as set forth on Exhibit A1. Custom Goods are Goods manufactured to CITY's specifications solely for CITY and offered or sold to no other customer. Any Goods which are custom made for CITY shall be indicated by an asterisk (*) on Exhibit A1.

B. "Purchase Order" is CITY's document setting forth specific line item for Goods ordered and Order information.

C. "Order" means CITY's authorization to ship in accordance with the CITY's Purchase Order, and authorizing VENDOR to ship a definite quantity of Goods as requested by the CITY.

D. "Commencement Date" and "Expiration Date" are 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 shall be the date of the last of the parties to sign the Contract or the Commencement Date, whichever date shall occur later. 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. Prices shall include transportation and delivery charges, prepaid by VENDOR to the destination specified in this Contract. The parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.

B. The price charged CITY for any Good shall always be VENDOR's lowest price charged any customer for that Good regardless of any special terms, conditions, rebates, or allowances of any nature. If VENDOR sells any Good to any customer at a price less than that set forth herein, VENDOR shall adjust its price to the lower price for any un-invoiced Goods and for all future invoices for such Good. For Goods designated as custom Goods, for purposes of comparing price under this Paragraph, the price of the Good shall include those VENDOR cost components which are generic to the Good as compared to other similar Goods sold by VENDOR. Such comparison shall be made to the extent Goods have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties.

C. In the event VENDOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, VENDOR shall immediately inform CITY of this price and price protect CITY's inventory of affected Goods by rebating to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Goods pulled into CITY's manufacturing process for consumption during the preceding thirty (30) days.

D. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on VENDOR's invoice and borne by VENDOR. In the event that City of Melbourne is prohibited by law from remitting payments to the VENDOR unless City of Melbourne deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City of Melbourne shall duly withhold such taxes and shall remit the remaining net invoice amount to the VENDOR. City of Melbourne shall not reimburse VENDOR for the amount of such taxes withheld.

F. 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 VENDOR. 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 VENDOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon VENDOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if VENDOR is found to not be complying with this Contract in any way, VENDOR 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 VENDOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

A. Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s). Original invoices or packing lists 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 Goods, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

B. 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.

C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.

D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, 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.

E. No payments shall be made in advance of acceptance of delivery of Goods nor for Goods not covered under this Contract nor for Goods not acceptable to CITY.

F. VENDOR agrees to invoice CITY no later than sixty (60) days after shipment of Goods. CITY will not be obligated to make payment against any invoices submitted after such period.

G. Payment by the CITY shall be subject to approval and acceptance of Goods 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 Goods 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 Goods covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, VENDOR 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 Goods, commodities and services, which will be granted under the Agreement, shall not be exclusive. The City reserves the right to competitively bid any item on this Contract from another supplier 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 VENDOR.

B. CITY may terminate this Contract upon written notice to VENDOR in the event VENDOR 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 VENDOR with notice of default or an opportunity to cure, if CITY determines that VENDOR 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 VENDOR but without an opportunity to cure if CITY determines VENDOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of VENDOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to VENDOR 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.

E. Upon receipt of such notice of termination, VENDOR 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 Goods and/or 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.

F. There shall be no charges for termination of orders for Goods. Notwithstanding anything to the contrary, VENDOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by VENDOR's vendors or subcontractors after VENDOR receives the notice, nor for any costs VENDOR could reasonably have avoided.

G. Notwithstanding anything else in this Contract, failure to meet the delivery date(s) in the Purchase Order shall be considered a material breach of contract and shall allow CITY to terminate the order for the Goods and/or any subsequent Orders in the Purchase Order without any liability whether the Purchase Order was for standard or custom Goods.

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 delivery is to be delayed by such contingencies, VENDOR 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. DELIVERY, INDIVIDUAL ORDERS AND SCHEDULING

A. Any forecasts provided by CITY are for planning purposes only and do not constitute an individual Order or other commitment by CITY.

B. VENDOR shall notify CITY in writing within two (2) business days of receipt of CITY's Purchase Order or individual Order, as the case may be, if VENDOR is unable to make any scheduled delivery and state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the Order terms.

C. VENDOR shall deliver Goods per the Order as requested by the CITY and CITY may return non-conforming shipments at VENDOR's risk and expense.

D. CITY may reschedule or cancel any Order in whole or in part prior to the Order date at no additional charge.

E. 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.

F. CITY shall have no obligation with respect to the purchase of Goods under this Contract until such Goods are specified in an issued Purchase Order which contains specific Order dates for specific Goods.

G. If for any reason VENDOR discontinues the manufacture of any Good during the term of this Contract or within one (1) year after the final delivery under this Contract, VENDOR shall give CITY at least ninety (90) days prior written notice of such Good discontinuance, during which time CITY shall have the option to place a final Order for such Goods for delivery to CITY within an agreed upon period. If any warranty return claims are made for such discontinued Goods, then such returns will be subject to the warranty provisions in Paragraph 10.

H. VENDOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment sufficient in number, condition and capacity to efficiently perform the work and provide the Goods required by this Contract.

10. ACCEPTANCE AND WARRANTY

A. CITY may inspect and test all Goods at reasonable times in such manner as shall not unreasonably hinder or delay VENDOR's performance. All Goods shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at VENDOR's premises or any prior payment for such Goods. Goods rejected by CITY as not conforming to this Contract or Good specifications, whether provided by CITY or furnished with the Good, may be returned to VENDOR at VENDOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.

B. VENDOR makes the following warranties regarding Goods furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Goods:

(i) Goods will not infringe any party's intellectual property rights;

(ii) VENDOR has the necessary right, title, and interest to provide said Goods to CITY, and the Goods will be free of liens and encumbrances;

(iii) Goods are new, and of the grade and quality specified;

(iv) Goods are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by VENDOR, and to any other agreed-to specifications; and

(v) Goods conform to the manufacturing quality provisions set forth in Exhibit A2.

C. If VENDOR breaches any of the foregoing warranties, or Goods are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Goods, VENDOR shall, at CITY's option, promptly repair, replace, or refund the amount paid for such Goods, and shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. VENDOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Goods 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. PRODUCT SPECIFICATIONS/ IDENTIFICATION/ERRATA

A. VENDOR shall not modify the specifications for Goods without CITY's written consent. VENDOR shall notify CITY at least ninety (90) days in advance of any changes in the manufacturing process.

B. VENDOR shall cooperate with CITY to provide configuration control and traceability systems for Goods supplied hereunder.

C. VENDOR shall provide CITY with a list of such modifications for each Good and shall promptly notify CITY in writing of any new modifications with respect to the Goods.

12. PACKING AND SHIPMENT

A. It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

B. Title and risk of loss shall pass to CITY upon delivery of Goods to CITY's delivery station. All Goods shall be prepared for shipment in a manner which: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. VENDOR shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment, and the

names of the CITY and VENDOR. VENDOR shall ship only the quantity of Goods specified in the Order. CITY may return at VENDOR's expense any Goods in excess of the quantity stated in the Order.

C. All prices shall be based on delivery **F.O.B. Destination prepaid and allowed** with all charges prepaid to the actual point of delivery and inside delivery. Inspection and acceptance will be at *destination* unless otherwise stipulated. Title/risk of loss of damage to all items shall be the responsibility of VENDOR until delivery is verified by the CITY.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become CITY's property; (ii) be used by VENDOR 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 VENDOR's expense; and (v) be shipped to CITY promptly on demand.

B. VENDOR shall insure CITY's property and be liable for loss or damage while in VENDOR's possession or control, ordinary wear and tear excepted.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

VENDOR 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 Goods. CITY shall notify VENDOR of such claim or demand. If an injunction issues as a result of any such claim or action, VENDOR agrees at its expense and CITY's option to either: (i) procure the right to continue using Goods; (ii) replace them with non-infringing Goods; (iii) modify them so they become non-infringing; or (iv) refund to CITY the amount paid for any Goods returned to VENDOR or destroyed. This indemnification shall not apply to the extent custom Goods are manufactured to CITY's detailed design.

15. GENERAL INDEMNIFICATION

VENDOR 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) VENDOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by VENDOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Goods. 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.

16. COMPLIANCE WITH LAWS

A. VENDOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Goods and/or the performance of services in the course of this Contract. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.

B. VENDOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.

C. VENDOR represents and warrants that the Goods supplied 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, VENDOR shall provide copies of VENDOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of VENDOR'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). VENDOR 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. VENDOR 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. VENDOR 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 suppliers from bid submittal for a period of thirty-six (36) months.

F. Public Entity Crimes Statement. VENDOR acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates are placed on the convicted vendor list.

G. VENDOR shall maintain, for the duration of the Agreement, all valid licenses and certificates required for the performance of work and provision of Goods.

H. .Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, VENDOR 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 VENDOR has falsely certified facts under this sub-paragraph or if VENDOR 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.,

I. Foreign Gifts and Contracts. VENDOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.

J. Foreign Country of Concern. VENDOR 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.

K. 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.

L. Failure to comply with this Paragraph shall be considered a breach of contract.

17. RETENTION AND AUDIT

A. VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, VENDOR agrees to retain public records, and upon request 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 VENDOR for the Goods and/or services 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, VENDOR agrees to submit to an audit by an

independent certified public accountant selected by CITY. VENDOR shall allow CITY to inspect, examine and review the records of VENDOR in relation to this Contract at any and all times during normal business hours during the term of this Contract.

18. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Contract contains the entire understanding between CITY and VENDOR 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 VENDOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. VENDOR shall not substitute the Goods.

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 – Goods" identified as Exhibit A to the Contract
- Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting Addenda and VENDOR'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.

19. 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.

20. ASSIGNMENT; SUBCONTRACTORS

VENDOR 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 VENDOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by VENDOR and CITY and subject to with the same degree of formality evidenced in the Agreement. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of VENDOR. VENDOR will be fully responsible to CITY for the acts and omissions of the VENDOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the City.

21. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

22. 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.

23. HEADINGS

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

24. SURVIVAL

The provisions of Paragraph: 1, 10, 13, 14, 15, 17, 18, 19, 22, 23, 24, Exhibit A1, Exhibit A2, Exhibit A3, (except for Technical Support which expires or terminates) will survive any termination or expiration of this Contract.

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EXHIBIT A1

PRODUCT DESCRIPTION/SPECIFICATIONS

The Goods purchased are a commodity and are not custom-made for the CITY.

VENDOR shall furnish and deliver all Goods set forth herein in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.

VENDOR shall provide Liquid Oxygen (LOx) as more particularly described as follows:

I. GENERAL DESCRIPTION

VENDOR shall furnish all labor, materials, equipment and incidentals necessary to provide, deliver and transfer Liquid Oxygen to CITY's storage tank at the Surface Water Treatment Facility.

II. DELIVERY LOCATION(S)

Shipments shall be delivered F.O.B. destination to the City of Melbourne location(s) listed below on an as-needed basis:

John A. Buckley Surface Water Treatment Plant
5985 Lake Washington Road
Melbourne, Florida 32934

The CITY may add or delete sites at any time. No sites shall be considered added or deleted unless an amendment to the Purchase Agreement is issued and executed by both the CITY and the VENDOR.

III. PRODUCT SPECIFICATIONS

A. Usage/Standard: Liquid Oxygen (LOx) shall contain no less than 99.5% purity.

B. Content: The Lox shall conform to the following quality requirements:

1. LOx shall be certified for use in ozone generators.
2. The total hydrocarbon content (THC) of the delivered LOx shall not exceed 25 ppm.
3. The dew point of the LOx supplied shall not be above -80° F at standard atmospheric pressure.
4. LOx shall be approved for potable water treatment, and meet American Water Works Association (AWWA) B304-18 (latest edition) "Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems".
5. LOx supplied under this contract shall be an odorless, highly oxidizing, light blue, cryogenic liquid. The material shall contain no solid in suspension that could interfere with the proper operations of the equipment.

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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 Contract, all Goods provided by the VENDOR shall conform to the following:

I. GENERAL REQUIREMENTS

A. Goods and delivery of said goods shall meet all applicable federal, state and local requirements.

B. VENDOR's personnel and subcontractors, while on CITY property, shall be easily identifiable as VENDOR personnel. VENDOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property

II. DELIVERY REQUIREMENTS

A. VENDOR shall schedule all deliveries with the CITY's Point of Contact (POC).

B. VENDOR shall deliver goods Monday – Friday (excluding CITY holidays) between the hours 8:00 a.m. and 3:00 p.m., unless otherwise mutually agreed to by both parties.

C. All VENDOR representatives shall sign in at the City of Melbourne Water Production office prior to unloading each delivery. It is the VENDOR's responsibility to inform their delivery staff of this requirement. Violations of this requirement are strictly prohibited.

D. VENDOR shall deliver the LOx within forty-eight (48) hours of notification from the CITY, unless otherwise mutually agreed to by both parties. VENDOR shall make deliveries of LOx upon request in single-unit cargo trailers.

E. VENDOR shall be responsible for properly pumping the LOx into CITY's 9,000-gallon storage tank. VENDOR's furnished storage tank(s) and shall provide all necessary hoses, fittings, pumps, etc. required to efficiently "off load" the Lox into the storage tanks.

F. Delivery Documentation - Failure to provide the following documentation with each delivery may result in refusal of delivery:

1. Product Safety Data Sheets (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.

2. Analysis Affidavit – The VENDOR shall furnish the CITY with an affidavit, signed by a corporate designated official, certifying that the product supplied by the VENDOR complies with all applicable requirements of contract specifications.

3. Guarantee Certificate – A guarantee certification from product manufacturer indicating that product meets or exceeds all provisions of NSF/ANSI Standard 60 certified product (latest edition).

4. Weight Certificate

5. All shipment containers shall have markings, tags, labels or serial numbers as required by the United States Department of Transportation (USDOT).

G. VENDOR shall keep the CITY advised at all times of status of deliveries. If delay is foreseen, VENDOR shall give immediate notice to CITY's Point of Contact and reschedule the delivery by 3:00 PM on originally scheduled delivery date. The rescheduled delivery shall be made within one (1) business day unless otherwise mutually agreed to by both parties. Should VENDOR fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the CITY, or should VENDOR fail to make a timely replacement of rejected items/services when so required, the CITY may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or

rejected items/services. VENDOR shall reimburse the CITY for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the CITY owes to the VENDOR from prior transactions, an amount equal to the additional expense incurred by the CITY as a result of the VENDOR's nonperformance shall be deducted from the balance as payment. If VENDOR fails to notify the CITY of delayed shipments or fails to meet scheduled deliveries more than three (3) times within the contract term, it will be a basis for termination of contract.

H. Basis of Rejection: The CITY reserves the right to reject, at the VENDOR's expense, any shipment which fails to meet Contract specifications. The CITY reserves the right to test or have tested samples of any loads delivered The independent testing laboratory will be chosen by the CITY. If such test reveals that the material does not conform to the specifications, the VENDOR shall reimburse the CITY for all charges related to the testing and replace the entire delivery at no charge.

I. VENDOR shall ensure all drivers delivering product under the contract, possess and maintain all licenses, certifications, skills, etc. (as mandated by local, state and federal laws) to safely transport and unload product.

J. Equipment: All cargo trailers and appurtenant valves used for the delivery of the LOx shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued. All appurtenant valves, pumps, and discharge hoses used for the delivery of LOx shall be clean and free from contaminating material.

K. Shipments: All shipments shall be made in bulk form by pressure tank trucks. VENDOR shall have a minimum of two (2) delivery vehicles in operating order at all times available to provide product. Trucks shall have the necessary pump for unloading into bulk storage tank(s). VENDOR shall provide the necessary fittings, hose, pumps, and accessories for connection to and fill of the bulk tank(s). Delivery vehicle shall be of proper size to allow safe entry, exit, loading and unloading area.

L. Spillage: In the event of a spill or leak, the VENDOR shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup. VENDOR shall report any spillage to the CITY within six (6) hours of the occurrence and provide details of quantity and ultimate disposal methods. Spills or leaks of any type, caused by VENDOR's employees or representatives, shall be the sole responsibility of the VENDOR and any costs to properly cleanup and repair resultant damages or any penalties assessed against VENDOR or CITY because of pollution resulting from such spillage shall be borne by the VENDOR. Should a spill or leak occur, caused by the VENDOR's personnel, equipment or method of delivery, VENDOR shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, CH 252, Part II, Florida Statutes.

The responsibility for compliance with Federal and State Rules and Regulations regarding VENDOR caused spills or releases shall be the sole responsibility of the VENDOR. The VENDOR shall hold the City of Melbourne harmless for any failure to properly report and/or comply with this provision.

III. MISCELLANEOUS REQUIREMENTS

A. VENDOR shall provide 30 days' advance written notice to the CITY regarding any significant changes in the product manufacturing process or changes to the source of supply.

B. If NSF certification has been revoked or lapsed, VENDOR shall inform the CITY (verbal or written notification) within 24 hours from the time that NSF has notified the VENDOR. Loss of NSF certification shall be considered grounds for immediate termination of the contract.

C. Chemical Warranty - Notwithstanding anything to the contrary heretofore or hereafter represented by either party to the other, VENDOR warrants that each and every chemical substance sold or otherwise transferred by VENDOR to the CITY as of the time of such sale or transfer, is on the list of chemical substances complied and published by the federal government pursuant to the Toxic Substance Control Act, (PL 94-469).

D. Safety Training: Before the initial delivery to plant site, the City of Melbourne will train all available drivers and supervisor(s) on site-specific safety and emergency policies. Thereafter, for the duration of the contract, the

contract supply company will be responsible to train all new hires and ensure current employee/drivers stay current on safety and emergency policies.

IV. EMERGENCIES

A. Disaster means any large-scale event such as a hurricane, an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in or has the potential to result in a significant loss of life or property.

B. During and after a disaster, VENDOR shall provide special services to the CITY including VENDOR shall open their facilities on nights and weekends as necessary to meet the needs of the CITY during a disaster.

C. VENDOR shall not charge CITY any fee for opening facilities during an emergency or for extending VENDOR's hours of operation during a disaster. CITY shall pay VENDOR the agreed upon contract prices for all purchases made by CITY during the disaster and VENDOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

D. VENDOR shall quickly mobilize internal and external resources to assist CITY when a disaster unfolds.

E. Extended hours and personnel. During disasters, VENDOR's facilities shall stay open 24 hours if requested by the CITY. VENDOR shall utilize additional VENDOR personnel to take CITY orders if necessary. VENDOR's Call Center shall accept phone orders 24 hours a day.

F. VENDOR shall have contingency plans with VENDOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

G. VENDOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with VENDOR and VENDOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

V. INVOICING

A. The CITY shall pre-audit bills, invoices, and/or charges submitted by the VENDOR and pay the VENDOR only for approved bills, invoices, and/or charges. The CITY shall ensure that all VENDOR 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 VENDOR submits an improper invoice, the CITY shall, within 10 days after receipt of said invoice, notify VENDOR, in writing, that the invoice is improper and indicate the action(s) needed to correct the invoice.

EXHIBIT A4

PRICING SCHEDULE

VENDOR shall provide all Goods set forth in this Contract for the cost stated below.

ITEM	DESCRIPTION	EST. ANNUAL QUANTITY	UOM	UNIT PRICE	EST. ANNUAL COST
1	**Liquid Oxygen per specifications**	**1,600**	**TON**	**$ 200.46**	**$320,736.00**
				Total Estimated Annual Cost	**$320,736.00**
Pricing shall include all direct and indirect costs.					
Lowest Bidder award shall be based on the total cost of Item #1					

NOTE: UNIT PRICE WILL PREVAIL IN CASE OF DISCREPANCY BETWEEN UNIT AND TOTAL PRICE.

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 one (1) year period. Approved price adjustments shall remain unchanged for no less than one (1) year 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 affective 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.

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Bid.**

This Contract is awarded based on VENDOR's Bid responding to CITY's ITB. VENDOR represents and warrants that all information and representations contained in the Bid is truthful to the best of VENDOR's knowledge and belief and VENDOR 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 Goods shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment 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 VENDOR shall be directed to the VENDOR 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

Greg Bunn, Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to VENDOR:

Airgas USA, LLC
Katey J. Shartzer
5249 Tampa West Boulevard
Tampa, Florida 33634

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. VENDOR 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 VENDOR 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 VENDOR or insure the activities of the Subcontractors in VENDOR's own policy.

b. Business Automobile Liability Insurance. VENDOR 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 VENDOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the VENDOR 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.

d. Environmental Pollution Liability Insurance. VENDOR shall maintain in force for the duration of the contracted period Environmental Pollution Liability Insurance coverage for bodily injury, property damage, cleanup cost as well as defense costs incurred in the investigation or defense claims. Coverage shall apply to sudden and non-sudden pollution conditions, which result in bodily injury or property damage in an amount no less than $1,000,000 per occurrence.

e. Proof of Insurance. VENDOR 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.

f. All coverage for VENDOR's subcontractors shall be subject to all of the requirements stated herein.

5. **Modifications to Standard Terms and Conditions**

5.1 Exhibit A4 Pricing Schedule is hereby modified as follows:

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 one (1) year period. Approved price adjustments shall remain unchanged for no less than one (1) year 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 affective 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.~~

EXHIBIT D1

INVITATION TO BID
ITB# B25014C-0-2025/CM

On file in Procurement Division

EXHIBIT D3

VENDOR'S RESPONSIVE BID/PROPOSAL
ITB# B25014C-0-2025/CM

On file in Procurement Division

Material Safety Data Sheet

Prepared according to US OSHA, CMA, ANSI and Canadian WHMIS Standards.

OXYGEN, LIQUID

AIR LIQUIDE™

Section 1. Chemical product and company identification

Commercial name(s).	: **OXYGEN, LIQUID**
MSDS no.	10075
Product use	Medical, welding and general analytical or synthetic chemical uses.
Manufactured/supplied	
Address	2700 Post Oak Drive Houston, TX 77056-8229
Emergency telephone number	CHEMTREC: 1-800-424-9300
Telephone no.	
GENERAL MSDS INFORMATION	1-(713)-896-2896
Fax on Demand	1-(800)-231-1366

Section 2. Hazards identification

Physical state	: Liquefied gas.
OSHA/HCS status	: This material is classified hazardous under OSHA regulations in the United States and the WHMIS Controlled Product Regulation in Canada.
Emergency overview	: WARNING! STRONG OXIDIZER. CONTACT WITH OTHER MATERIAL MAY CAUSE FIRE. HIGH PRESSURE GAS. Keep away from heat (<52°C/125°F). Use only with adequate ventilation. Extremely hazardous gas/liquid under pressure. Keep cylinder valve, closed when the product is not used. Gas may accumulate in confined areas.
Routes of entry	: Inhalation. Dermal contact. Eye contact.
Potential acute health effects	
Inhalation	: Inhlation of this product may cause hyperoxia.
Skin	: Dermal contact with a rapidly evaporating liquid could result in freezing of the tissues or frostbite.
Eyes	: Liquid or rapidly evolving gas can cause burns similar to frostbite.
Ingestion	: Ingestion of liquid can cause burns similar to frostbite. Since the product is a gas, it will probably be inhaled rather than ingested. See above.
Potential chronic health effects	: Carcinogenic effects: Not classified or listed by IARC, NTP, OSHA, EU and ACGIH. Mutagenic effects: Not available. Teratogenic effects: Not available.
Over-exposure signs/symptoms	
Inhalation	: No specific data.
Ingestion	: No specific data.
Skin	: No specific data.
Eyes	: No specific data.
Medical conditions aggravated by over-exposure	: None known.

See toxicological information (section 11)

Section 6. Accidental release measures

Personal precautions : EVACUATE ALL PERSONNEL FROM AFFECTED AREA.
Use appropriate protective equipment. If leak is in user's equipment, be certain to purge piping with an inert gas prior to attempting repairs. If leak is on cylinder or cylinder valve, contact the closest Air Liquide location.

Environmental precautions : In case of a leak, clear the affected area, protect people, eliminate sources of ignition and respond with trained personnel.

If leaking incidentally from the cylinder or its valve, contact your supplier. Use non-sparking tools and equipment during the response.

Methods for cleaning up : Contact your local Air Liquide Gas supplier for details.

Section 7. Handling and storage

Handling : Valve protection caps must remain in place unless cylinder is secured with valve outlet piped to usage point. Do not drag, slide or roll cylinders. Use a suitable hand truck for cylinder movement. Use a pressure regulator when connecting cylinder to lower pressure piping or systems. Do not heat cylinder by any means to increase the discharge rate of product from the cylinder. Use a check valve or trap in the discharge line to prevent hazardous back flow to the cylinder. Do not tamper with (valve) safety device. Close valve after each use and when empty.

Storage : Protect cylinders from physical damage. Store in cool, dry, well-ventilated area of non combustible construction away from heavy traffic areas and emergency exits. Do not allow the temperature where cylinders are stored to exceed 52°C/125°F. Cylinders must be stored upright and firmly secured to prevent falling or being knocked over. Full and empty cylinders should be segregated. Prevent full cylinders being stored for excessive periods of time. Post "No Smoking or Open Flames" signs in the storage or use area. There should be no source of ignition in the storage or use area.

Section 8. Exposure controls/personal protection

Engineering controls : Use only in well-ventilated areas.

Personal protection

Respiratory : Not required under normal conditions of use.

Hands : Wear leather gloves when handling cylinders of this product. Otherwise, wear glove protection appropriate to the specific operation for which this product is used.

Eyes : Safety glasses with side shields.

Skin/Body : Use body protection appropriate for task. Cotton clothing is recommended for use to prevent static electric build-up. Pressurized product may require use of fire retardant clothing.
Metal cap, safety shoes are recommended when handling cylinders.

Some applications of this product may require additionnal or other specific protective clothings. Please consult your supervisor.

Personal protection in case of a major leak : Safety glasses with side shields, goggles or face shield. Impervious gloves. Protective clothing. Metal cap, safety shoes. Wear MSHA/NIOSH-approved self-contained breathing apparatus or equivalent and full protective gear.

14 . Transport information

AERG : 122

Regulatory information	Proper shipping name	Class	UN number	PG	Label
UN / IMDG / IATA Classification	OXYGEN, , REGRIGERATED LIQUID (CRYOGENIC LIQUID)	2.2, (5.1)	UN1073	-	
DOT Classification	OXYGEN, , REGRIGERATED LIQUID (CRYOGENIC LIQUID)	2.2, (5.1)	UN1073	-	
TDG Classification	OXYGEN, , REGRIGERATED LIQUID (CRYOGENIC LIQUID)	2.2, (5.1)	UN1073	-	

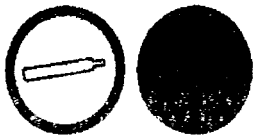
Additional information	UN	IMDG	IATA	DOT	TDG
	-	-	**Passenger and Cargo Aircraft**Quantity limitation: 75 kg **Cargo Aircraft Only** Quantity limitation: 150 kg	**Limited quantity** Yes. **Packaging instruction** Passenger aircraft Quantity limitation: 75 kg Cargo aircraft Quantity limitation: 150 kg **Special provisions** A52	**Special provisions** 42

Cylinders should be transported in a secure position, in a well ventilated vehicle. The transportation of compressed gas cylinders in automobiles or in closed-body vehicles can present serious safety hazards and should be discouraged.

Section 15. Regulatory information

Canada

WHMIS (Canada) : Class A: Compressed gas.
Class C: Oxidizing material.



Canada Inventory: This material is listed or exempted.
CEPA DSL: All components listed.

United States

OSHA HAZARD COMMUNICATION STANDARD (29CFR PART 1910.1200).

Compressed gas
Oxidizing material

SARA 302/304 emergency planning and notification: No products were found.

Date of issue : 12/31/2007
Date of previous issue : 08/31/2005
Version : 4

Notice to reader

This Material Safety Data Sheet is offered pursuant to OSHA's Hazard Communication Standard, 29 CFR, 1910.1200, American National Standard Institute Z400.1, 2004, the Canadian Workplace Hazardous Material Information Systems (WHMIS). Other government regulations must be reviewed for applicability to this gas mixture. To the best of Air Liquide's knowledge, the information contained herein is reliable and accurate as of this date; however, accuracy, suitability or completeness are not guaranteed and no warranties of any type, either express or implied, are provided. The information contained herein relates only to this specific product. If this gas mixture is combined with other materials, all component properties must be considered. Data may be changed from time to time. Be sure to consult the latest edition.

FINAL BID TABULATION SHEET

Title: Liquid Oxygen (LOx)
Bid #: ITB-B25014C-0-2025/CM
Due Date: April 29, 2025 by 3:00 PM

City of Melbourne
The Harbor City

Procurement Division

			BIDDERS:	**VirtAir, Inc.**		**Airgas USA, LLC**	
			Local Preference (LP) COMLP/BCLP:				
ITEM	**DESCRIPTION**	**EST. ANNUAL QTY**	**UOM**	**Unit Price**	**Estimated Annual Cost**	**Unit Price**	**Estimated Annual Cost**
1	Liquid Oxygen per specifications	1,600	TON	$ 249.00	$ 398,400.00	$ 200.46	$ 320,736.00
			Total Estimated Annual Cost	$ 398,400.00		$ 320,736.00	

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

PURCHASE AGREEMENT FOR GOODS
Liquid Oxygen (LOx)

This **PURCHASE AGREEMENT FOR GOODS – LIQUID OXYGEN (LOx)- TERM CONTRACT** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and VirtAir Inc., a Foreign Profit Corporation, whose mailing address is 100 Nassau Terminal Road, New Hyde Park, NY 11040. hereinafter referred to as the **SECONDARY VENDOR.**

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	VENDOR CONTACT:
Procurement Division	**Water Production**	**VirtAir Inc.**
Katie Milbocker, Buyer	David Phares, Superintendent	Joe Orbach, Director of Sales
900 E. Strawbridge Ave	6055 Lake Washington Road	100 Nassau Terminal Road
Melbourne, FL 32901	Melbourne, FL 32934	New Hyde Park, NY 11040
Christina.Milbocker@mlbfl.org	David.Phares@mlbfl.org	Joe@virtair.com
P: 321-608-7066	P: 321-288-0849	P: 718-847-8247 ext. 103

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Goods (Std Version 2/7/2024)
  - ☒ Exhibit A1. Product Description/Specifications
  - ☒ Exhibit A2. Performance Standards/Quality Requirements
  - ☐ 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- B25014C-0-2025/CM as modified by addenda (the "ITB")
  - ☐ Exhibit D2: Request for Proposal # RFP _____, as modified by addenda (the "RFP")
  - ☒ Exhibit D3: VENDOR's Responsive Bid dated April 29, 2025, but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and VENDOR shall sell the Goods 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 **August 16 2025** (the "Commencement Date"), subject to the Effective Date. This Contract expires on **August 15, 2026** (the "Expiration Date") and is not renewable ☒ is renewable for up to five (5) 12-month additional terms.

CITY:

CITY OF MELBOURNE,
a Florida Municipal Corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

VENDOR:

VirtAir Inc.,
a Foreign Profit Corporation

Joe Orbach 06/24/2025
Signature Date
Name: Joe Orbach
Title: Director of Sales

City Use Only	
Initial Method of Procurement (mark):	Commencement Date: 08/16/2025**
☒ ITB # B25014C-0-2025/CM	** Note: But effective no earlier than last of the parties to execute
☐ RFP # _____	Expiration Date: 08/15/2026
☐ Exception: _____	Renewal: ☐ No ☒ Yes: 5-12 month terms ☐ Not Applicable
	Council Approval Date: _____

EXHIBIT A
STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT - GOODS

1. DEFINITIONS

A. "Goods" means the goods which VENDOR is to provide to CITY as set forth on Exhibit A1. Custom Goods are Goods manufactured to CITY's specifications solely for CITY and offered or sold to no other customer. Any Goods which are custom made for CITY shall be indicated by an asterisk (*) on Exhibit A1.

B. "Purchase Order" is CITY's document setting forth specific line item for Goods ordered and Order information.

C. "Order" means CITY's authorization to ship in accordance with the CITY's Purchase Order, and authorizing VENDOR to ship a definite quantity of Goods as requested by the CITY.

D. "Commencement Date" and "Expiration Date" are 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 shall be the date of the last of the parties to sign the Contract or the Commencement Date, whichever date shall occur later. 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. Prices shall include transportation and delivery charges, prepaid by VENDOR to the destination specified in this Contract. The parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.

B. The price charged CITY for any Good shall always be VENDOR's lowest price charged any customer for that Good regardless of any special terms, conditions, rebates, or allowances of any nature. If VENDOR sells any Good to any customer at a price less than that set forth herein, VENDOR shall adjust its price to the lower price for any un-invoiced Goods and for all future invoices for such Good. For Goods designated as custom Goods, for purposes of comparing price under this Paragraph, the price of the Good shall include those VENDOR cost components which are generic to the Good as compared to other similar Goods sold by VENDOR. Such comparison shall be made to the extent Goods have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties.

C. In the event VENDOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, VENDOR shall immediately inform CITY of this price and price protect CITY's inventory of affected Goods by rebating to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Goods pulled into CITY's manufacturing process for consumption during the preceding thirty (30) days.

D. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on VENDOR's invoice and borne by VENDOR. In the event that City of Melbourne is prohibited by law from remitting payments to the VENDOR unless City of Melbourne deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City of Melbourne shall duly withhold such taxes and shall remit the remaining net invoice amount to the VENDOR. City of Melbourne shall not reimburse VENDOR for the amount of such taxes withheld.

F. 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 VENDOR. 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 VENDOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon VENDOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if VENDOR is found to not be complying with this Contract in any way, VENDOR 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 VENDOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

A. Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s). Original invoices or packing lists 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 Goods, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

B. 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.

C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.

D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, 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.

E. No payments shall be made in advance of acceptance of delivery of Goods nor for Goods not covered under this Contract nor for Goods not acceptable to CITY.

F. VENDOR agrees to invoice CITY no later than sixty (60) days after shipment of Goods. CITY will not be obligated to make payment against any invoices submitted after such period.

G. Payment by the CITY shall be subject to approval and acceptance of Goods 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 Goods 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 Goods covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, VENDOR 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 Goods, commodities and services, which will be granted under the Agreement, shall not be exclusive. The City reserves the right to competitively bid any item on this Contract from another supplier 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 VENDOR.

B. CITY may terminate this Contract upon written notice to VENDOR in the event VENDOR 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 VENDOR with notice of default or an opportunity to cure, if CITY determines that VENDOR 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 VENDOR but without an opportunity to cure if CITY determines VENDOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of VENDOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to VENDOR 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.

E. Upon receipt of such notice of termination, VENDOR 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 Goods and/or 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.

F. There shall be no charges for termination of orders for Goods. Notwithstanding anything to the contrary, VENDOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by VENDOR's vendors or subcontractors after VENDOR receives the notice, nor for any costs VENDOR could reasonably have avoided.

G. Notwithstanding anything else in this Contract, failure to meet the delivery date(s) in the Purchase Order shall be considered a material breach of contract and shall allow CITY to terminate the order for the Goods and/or any subsequent Orders in the Purchase Order without any liability whether the Purchase Order was for standard or custom Goods.

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 delivery is to be delayed by such contingencies, VENDOR 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. DELIVERY, INDIVIDUAL ORDERS AND SCHEDULING

A. Any forecasts provided by CITY are for planning purposes only and do not constitute an individual Order or other commitment by CITY.

B. VENDOR shall notify CITY in writing within two (2) business days of receipt of CITY's Purchase Order or individual Order, as the case may be, if VENDOR is unable to make any scheduled delivery and state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the Order terms.

C. VENDOR shall deliver Goods per the Order as requested by the CITY and CITY may return non-conforming shipments at VENDOR's risk and expense.

D. CITY may reschedule or cancel any Order in whole or in part prior to the Order date at no additional charge.

E. 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.

F. CITY shall have no obligation with respect to the purchase of Goods under this Contract until such Goods are specified in an issued Purchase Order which contains specific Order dates for specific Goods.

G. If for any reason VENDOR discontinues the manufacture of any Good during the term of this Contract or within one (1) year after the final delivery under this Contract, VENDOR shall give CITY at least ninety (90) days prior written notice of such Good discontinuance, during which time CITY shall have the option to place a final Order for such Goods for delivery to CITY within an agreed upon period. If any warranty return claims are made for such discontinued Goods, then such returns will be subject to the warranty provisions in Paragraph 10.

H. VENDOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment sufficient in number, condition and capacity to efficiently perform the work and provide the Goods required by this Contract.

10. ACCEPTANCE AND WARRANTY

A. CITY may inspect and test all Goods at reasonable times in such manner as shall not unreasonably hinder or delay VENDOR's performance. All Goods shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at VENDOR's premises or any prior payment for such Goods. Goods rejected by CITY as not conforming to this Contract or Good specifications, whether provided by CITY or furnished with the Good, may be returned to VENDOR at VENDOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.

B. VENDOR makes the following warranties regarding Goods furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Goods:

(i) Goods will not infringe any party's intellectual property rights;

(ii) VENDOR has the necessary right, title, and interest to provide said Goods to CITY, and the Goods will be free of liens and encumbrances;

(iii) Goods are new, and of the grade and quality specified;

(iv) Goods are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by VENDOR, and to any other agreed-to specifications; and

(v) Goods conform to the manufacturing quality provisions set forth in Exhibit A2.

C. If VENDOR breaches any of the foregoing warranties, or Goods are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Goods, VENDOR shall, at CITY's option, promptly repair, replace, or refund the amount paid for such Goods, and shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. VENDOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Goods 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. PRODUCT SPECIFICATIONS/ IDENTIFICATION/ERRATA

A. VENDOR shall not modify the specifications for Goods without CITY's written consent. VENDOR shall notify CITY at least ninety (90) days in advance of any changes in the manufacturing process.

B. VENDOR shall cooperate with CITY to provide configuration control and traceability systems for Goods supplied hereunder.

C. VENDOR shall provide CITY with a list of such modifications for each Good and shall promptly notify CITY in writing of any new modifications with respect to the Goods.

12. PACKING AND SHIPMENT

A. It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

B. Title and risk of loss shall pass to CITY upon delivery of Goods to CITY's delivery station. All Goods shall be prepared for shipment in a manner which: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. VENDOR shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment, and the

names of the CITY and VENDOR. VENDOR shall ship only the quantity of Goods specified in the Order. CITY may return at VENDOR's expense any Goods in excess of the quantity stated in the Order.

C. All prices shall be based on delivery **F.O.B. Destination prepaid and allowed** with all charges prepaid to the actual point of delivery and inside delivery. Inspection and acceptance will be at *destination* unless otherwise stipulated. Title/risk of loss of damage to all items shall be the responsibility of VENDOR until delivery is verified by the CITY.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become CITY's property; (ii) be used by VENDOR 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 VENDOR's expense; and (v) be shipped to CITY promptly on demand.

B. VENDOR shall insure CITY's property and be liable for loss or damage while in VENDOR's possession or control, ordinary wear and tear excepted.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

VENDOR 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 Goods. CITY shall notify VENDOR of such claim or demand. If an injunction issues as a result of any such claim or action, VENDOR agrees at its expense and CITY's option to either: (i) procure the right to continue using Goods; (ii) replace them with non-infringing Goods; (iii) modify them so they become non-infringing; or (iv) refund to CITY the amount paid for any Goods returned to VENDOR or destroyed. This indemnification shall not apply to the extent custom Goods are manufactured to CITY's detailed design.

15. GENERAL INDEMNIFICATION

VENDOR 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) VENDOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by VENDOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Goods. 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.

16. COMPLIANCE WITH LAWS

A. VENDOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Goods and/or the performance of services in the course of this Contract. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.

B. VENDOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.

C. VENDOR represents and warrants that the Goods supplied 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, VENDOR shall provide copies of VENDOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of VENDOR'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). VENDOR 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. VENDOR 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. VENDOR 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 suppliers from bid submittal for a period of thirty-six (36) months.

F. Public Entity Crimes Statement. VENDOR acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates are placed on the convicted vendor list.

G. VENDOR shall maintain, for the duration of the Agreement, all valid licenses and certificates required for the performance of work and provision of Goods.

H. .Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, VENDOR 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 VENDOR has falsely certified facts under this sub-paragraph or if VENDOR 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..

I. Foreign Gifts and Contracts. VENDOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.

J. Foreign Country of Concern. VENDOR 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.

K. 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.

L. Failure to comply with this Paragraph shall be considered a breach of contract.

17. RETENTION AND AUDIT

A. VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, VENDOR agrees to retain public records, and upon request 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 VENDOR for the Goods and/or services 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, VENDOR agrees to submit to an audit by an

independent certified public accountant selected by CITY. VENDOR shall allow CITY to inspect, examine and review the records of VENDOR in relation to this Contract at any and all times during normal business hours during the term of this Contract.

18. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Contract contains the entire understanding between CITY and VENDOR 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 VENDOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. VENDOR shall not substitute the Goods.

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 – Goods" identified as Exhibit A to the Contract
   - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting Addenda and VENDOR'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.

19. 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.

20. ASSIGNMENT; SUBCONTRACTORS

VENDOR 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 VENDOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by VENDOR and CITY and subject to with the same degree of formality evidenced in the Agreement. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of VENDOR. VENDOR will be fully responsible to CITY for the acts and omissions of the VENDOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the City.

21. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

22. 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.

23. HEADINGS

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

24. SURVIVAL

The provisions of Paragraph: 1, 10, 13, 14, 15, 17, 18, 19, 22, 23, 24, Exhibit A1, Exhibit A2, Exhibit A3, (except for Technical Support which expires or terminates) will survive any termination or expiration of this Contract.

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EXHIBIT A1

PRODUCT DESCRIPTION/SPECIFICATIONS

The Goods purchased are a commodity and are not custom-made for the CITY.

VENDOR shall furnish and deliver all Goods set forth herein in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.

VENDOR shall provide Liquid Oxygen (LOx) as more particularly described as follows:

I. GENERAL DESCRIPTION

VENDOR shall furnish all labor, materials, equipment and incidentals necessary to provide, deliver and transfer Liquid Oxygen to CITY's storage tank at the Surface Water Treatment Facility.

II. DELIVERY LOCATION(S)

Shipments shall be delivered F.O.B. destination to the City of Melbourne location(s) listed below on an as-needed basis:

John A. Buckley Surface Water Treatment Plant
5985 Lake Washington Road
Melbourne, Florida 32934

The CITY may add or delete sites at any time. No sites shall be considered added or deleted unless an amendment to the Purchase Agreement is issued and executed by both the CITY and the VENDOR.

III. PRODUCT SPECIFICATIONS

A. Usage/Standard: Liquid Oxygen (LOx) shall contain no less than 99.5% purity.

B. Content: The Lox shall conform to the following quality requirements:

1. LOx shall be certified for use in ozone generators.

2. The total hydrocarbon content (THC) of the delivered LOx shall not exceed 25 ppm.

3. The dew point of the LOx supplied shall not be above -80º F at standard atmospheric pressure.

4. LOx shall be approved for potable water treatment, and meet American Water Works Association (AWWA) B304-18 (latest edition) "Liquid Oxygen for Ozone Generation for Water, Wastewater, and Reclaimed Water Systems".

5. LOx supplied under this contract shall be an odorless, highly oxidizing, light blue, cryogenic liquid. The material shall contain no solid in suspension that could interfere with the proper operations of the equipment.

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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 Contract, all Goods provided by the VENDOR shall conform to the following:

I. GENERAL REQUIREMENTS

A. Goods and delivery of said goods shall meet all applicable federal, state and local requirements.

B. VENDOR's personnel and subcontractors, while on CITY property, shall be easily identifiable as VENDOR personnel. VENDOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property

II. DELIVERY REQUIREMENTS

A. VENDOR shall schedule all deliveries with the CITY's Point of Contact (POC).

B. VENDOR shall deliver goods Monday – Friday (excluding CITY holidays) between the hours 8:00 a.m. and 3:00 p.m., unless otherwise mutually agreed to by both parties.

C. All VENDOR representatives shall sign in at the City of Melbourne Water Production office prior to unloading each delivery. It is the VENDOR's responsibility to inform their delivery staff of this requirement. Violations of this requirement are strictly prohibited.

D. VENDOR shall deliver the LOx within forty-eight (48) hours of notification from the CITY, unless otherwise mutually agreed to by both parties. VENDOR shall make deliveries of LOx upon request in single-unit cargo trailers.

E. VENDOR shall be responsible for properly pumping the LOx into CITY's 9,000-gallon storage tank. VENDOR's furnished storage tank(s) and shall provide all necessary hoses, fittings, pumps, etc. required to efficiently "off load" the Lox into the storage tanks.

F. Delivery Documentation - Failure to provide the following documentation with each delivery may result in refusal of delivery:

1. Product Safety Data Sheets (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.

2. Analysis Affidavit – The VENDOR shall furnish the CITY with an affidavit, signed by a corporate designated official, certifying that the product supplied by the VENDOR complies with all applicable requirements of contract specifications.

3. Guarantee Certificate – A guarantee certification from product manufacturer indicating that product meets or exceeds all provisions of NSF/ANSI Standard 60 certified product (latest edition).

4. Weight Certificate

5. All shipment containers shall have markings, tags, labels or serial numbers as required by the United States Department of Transportation (USDOT).

G. VENDOR shall keep the CITY advised at all times of status of deliveries. If delay is foreseen, VENDOR shall give immediate notice to CITY's Point of Contact and reschedule the delivery by 3:00 PM on originally scheduled delivery date. The rescheduled delivery shall be made within one (1) business day unless otherwise mutually agreed to by both parties. Should VENDOR fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the CITY, or should VENDOR fail to make a timely replacement of rejected items/services when so required, the CITY may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or

rejected items/services. VENDOR shall reimburse the CITY for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the CITY owes to the VENDOR from prior transactions, an amount equal to the additional expense incurred by the CITY as a result of the VENDOR's nonperformance shall be deducted from the balance as payment. If VENDOR fails to notify the CITY of delayed shipments or fails to meet scheduled deliveries more than three (3) times within the contract term, it will be a basis for termination of contract.

H. Basis of Rejection: The CITY reserves the right to reject, at the VENDOR's expense, any shipment which fails to meet Contract specifications. The CITY reserves the right to test or have tested samples of any loads delivered The independent testing laboratory will be chosen by the CITY. If such test reveals that the material does not conform to the specifications, the VENDOR shall reimburse the CITY for all charges related to the testing and replace the entire delivery at no charge.

I. VENDOR shall ensure all drivers delivering product under the contract, possess and maintain all licenses, certifications, skills, etc. (as mandated by local, state and federal laws) to safely transport and unload product.

J. Equipment: All cargo trailers and appurtenant valves used for the delivery of the LOx shall be in good mechanical order and shall be in full compliance with the applicable requirements of the Hazardous Materials Regulations of the Department of Transportation, Code of Federal Regulations, as currently issued. All appurtenant valves, pumps, and discharge hoses used for the delivery of LOx shall be clean and free from contaminating material.

K. Shipments: All shipments shall be made in bulk form by pressure tank trucks. VENDOR shall have a minimum of two (2) delivery vehicles in operating order at all times available to provide product. Trucks shall have the necessary pump for unloading into bulk storage tank(s). VENDOR shall provide the necessary fittings, hose, pumps, and accessories for connection to and fill of the bulk tank(s). Delivery vehicle shall be of proper size to allow safe entry, exit, loading and unloading area.

L. Spillage: In the event of a spill or leak, the VENDOR shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup. VENDOR shall report any spillage to the CITY within six (6) hours of the occurrence and provide details of quantity and ultimate disposal methods. Spills or leaks of any type, caused by VENDOR's employees or representatives, shall be the sole responsibility of the VENDOR and any costs to properly cleanup and repair resultant damages or any penalties assessed against VENDOR or CITY because of pollution resulting from such spillage shall be borne by the VENDOR. Should a spill or leak occur, caused by the VENDOR's personnel, equipment or method of delivery, VENDOR shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, CH 252, Part II, Florida Statutes.

The responsibility for compliance with Federal and State Rules and Regulations regarding VENDOR caused spills or releases shall be the sole responsibility of the VENDOR. The VENDOR shall hold the City of Melbourne harmless for any failure to properly report and/or comply with this provision.

III. MISCELLANEOUS REQUIREMENTS

A. VENDOR shall provide 30 days' advance written notice to the CITY regarding any significant changes in the product manufacturing process or changes to the source of supply.

B. If NSF certification has been revoked or lapsed, VENDOR shall inform the CITY (verbal or written notification) within 24 hours from the time that NSF has notified the VENDOR. Loss of NSF certification shall be considered grounds for immediate termination of the contract.

C. Chemical Warranty - Notwithstanding anything to the contrary heretofore or hereafter represented by either party to the other, VENDOR warrants that each and every chemical substance sold or otherwise transferred by VENDOR to the CITY as of the time of such sale or transfer, is on the list of chemical substances complied and published by the federal government pursuant to the Toxic Substance Control Act, (PL 94-469).

D. Safety Training: Before the initial delivery to plant site, the City of Melbourne will train all available drivers and supervisor(s) on site-specific safety and emergency policies. Thereafter, for the duration of the contract, the

contract supply company will be responsible to train all new hires and ensure current employee/drivers stay current on safety and emergency policies.

IV. EMERGENCIES

A. Disaster means any large-scale event such as a hurricane, an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in or has the potential to result in a significant loss of life or property.

B. During and after a disaster, VENDOR shall provide special services to the CITY including VENDOR shall open their facilities on nights and weekends as necessary to meet the needs of the CITY during a disaster.

C. VENDOR shall not charge CITY any fee for opening facilities during an emergency or for extending VENDOR's hours of operation during a disaster. CITY shall pay VENDOR the agreed upon contract prices for all purchases made by CITY during the disaster and VENDOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

D. VENDOR shall quickly mobilize internal and external resources to assist CITY when a disaster unfolds.

E. Extended hours and personnel. During disasters, VENDOR's facilities shall stay open 24 hours if requested by the CITY. VENDOR shall utilize additional VENDOR personnel to take CITY orders if necessary. VENDOR's Call Center shall accept phone orders 24 hours a day.

F. VENDOR shall have contingency plans with VENDOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

G. VENDOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with VENDOR and VENDOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

V. INVOICING

A. The CITY shall pre-audit bills, invoices, and/or charges submitted by the VENDOR and pay the VENDOR only for approved bills, invoices, and/or charges. The CITY shall ensure that all VENDOR 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 VENDOR submits an improper invoice, the CITY shall, within 10 days after receipt of said invoice, notify VENDOR, in writing, that the invoice is improper and indicate the action(s) needed to correct the invoice.

EXHIBIT A4

PRICING SCHEDULE

VENDOR shall provide all Goods set forth in this Contract for the cost stated below.

ITEM	DESCRIPTION	EST. ANNUAL QUANTITY	UOM	UNIT PRICE	EST. ANNUAL COST
1	**Liquid Oxygen per specifications**	**1,600**	**TON**	**$ 249.00**	**$398,400.00**
				Total Estimated Annual Cost	**$398,400.00**
Pricing shall include all direct and indirect costs.					
Lowest Bidder award shall be based on the total cost of Item #1					

NOTE: UNIT PRICE WILL PREVAIL IN CASE OF DISCREPANCY BETWEEN UNIT AND TOTAL PRICE.

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 one (1) year period. Approved price adjustments shall remain unchanged for no less than one (1) year 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 affective 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.

EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Bid.**

This Contract is awarded based on VENDOR's Bid responding to CITY's ITB. VENDOR represents and warrants that all information and representations contained in the Bid is truthful to the best of VENDOR's knowledge and belief and VENDOR 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 Goods shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment 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 VENDOR shall be directed to the VENDOR 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

Greg Bunn, Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to VENDOR:

VirtAir Inc.
Joe Orbach, Director of Sales
100 Nassau Terminal Road
New Hyde Park, NY 11040

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. VENDOR 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 VENDOR 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 VENDOR or insure the activities of the Subcontractors in VENDOR's own policy.

b. Business Automobile Liability Insurance. VENDOR 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 VENDOR does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the VENDOR 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.

d. Environmental Pollution Liability Insurance. VENDOR shall maintain in force for the duration of the contracted period Environmental Pollution Liability Insurance coverage for bodily injury, property damage, cleanup cost as well as defense costs incurred in the investigation or defense claims. Coverage shall apply to sudden and non-sudden pollution conditions, which result in bodily injury or property damage in an amount no less than $1,000,000 per occurrence.

e. Proof of Insurance. VENDOR 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.

f. All coverage for VENDOR's subcontractors shall be subject to all of the requirements stated herein.

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EXHIBIT D1

INVITATION TO BID
ITB# B25014C-0-2025/CM

On file in Procurement Division

EXHIBIT D3

VENDOR'S RESPONSIVE BID/PROPOSAL
ITB# B25014C-0-2025/CM

On file in Procurement Division

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.11.e.

Subject:
Renewal of a three-year Microsoft Enterprise Agreement for Office 365 and Windows/SQL server operating software licenses with cloud storage, Insight Public Sector, Chandler, AZ - annual cost of $353,527.95 and a total contract amount $1,060,583.85.

Background/Consideration:
The City's three-year Microsoft Enterprise Agreement (EA) expires July 31, 2025. Microsoft is the most widely-used business software that employees use to conduct City business via MS Office 365. This EA also provides Operating System and Database (SQL) licenses for all the City's servers that business software runs on and where data is stored. It is a critical suite of business software and licensing necessary to maintain the daily capabilities of supporting employees and constituents. Staff were asked to designate appropriate license models for job positions, providing a more accurate accounting of the number of licenses needed per model.

Contract/Solicitation:
This purchase utilizes the discounts provided in 43230000-23-NASPO-ACS contract valid through April 27, 2027. Requests for quotes were sent to CDW-G, SHI, and Insight with only one response received within the response window provided.

Fiscal/Budget Impact:
This item is adequately budgeted for FY2025 in Computer Software (13000516-552020, lines 048, 074 - 111, 123, and 125).

Requested Action:
Approval of a three-year Microsoft Enterprise Agreement for Office 365 and Windows/SQL server operating software licenses with cloud storage, Insight Public Sector, Chandler, AZ - annual cost of $353,527.95 and a total contract amount $1,060,583.85.

Part Number	Item Name	Level	Pool	Product Type		Quantity	Term Price	Extended Price	Retail Price	Discount off List
7JQ-00343	**SQL Server Enterprise Core ALng SA 2L**	**D**	**Added at**	**Servers**	**Software Assurance**	**19**	**$2,466.66**	**$46,866.54**	2,968.00	16.89%
7NQ-00292	**SQL Server Standard Core ALng SA 2L**	**D**	**Added at**	**Servers**	**Software Assurance**	**37**	**$643.33**	**$23,803.21**	774.00	16.89%
77D-00111	**Visual Studio Pro MSDN ALng SA**	**D**	**Added at**	**Applications**	**Software Assurance**	**1**	**$306.27**	**$306.27**	369.00	16.89%
9EA-00278	**Win Server DC Core ALng SA 2L**	**D**	**Added at**	**Servers**	**Software Assurance**	**91**	**$138.17**	**$12,573.47**	167.00	16.89%
MQY-00002	EMS G5 GCC SU EMS G3 Per User	D	Servers	Monthly Subscriptions-VolumeLicense		15	$71.14	$1,067.10	7.40	16.89%
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	Servers	Monthly Subscriptions-VolumeLicense		528	$383.96	$202,730.88	39.60	16.89%
AAL-45735	M365 G5 GCC Sub Per User	D	Servers	Monthly Subscriptions-VolumeLicense		5	$607.94	$3,039.70	62.70	16.89%
Additional Products										
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	D	Servers	Monthly Subscriptions-VolumeLicense		1	$0.00	$-	-	
4ES-00001	EOA Exchange Online GCC Sub Per User	D	Servers	Monthly Subscriptions-VolumeLicense		368	$28.12	$10,348.16	34.80	19.19%
3EB-00001	M365 F1 GCC Sub Per User	D	Servers	Monthly Subscriptions-VolumeLicense		81	$23.27	$1,884.87	28.80	19.19%
AAD-63092	M365 F3 Unified GCC Sub Per User	D	Servers	Monthly Subscriptions-VolumeLicense		368	$82.78	$30,463.04	103.20	19.19%
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	D	Servers	Monthly Subscriptions-VolumeLicense		7000	$2.18	$15,260.00	3.60	19.19%
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	D	Servers	Monthly Subscriptions-VolumeLicense		982	$0.00	$-		
VA1-00001	Teams Rooms Pro GCC Sub Per Device	D	Servers	Monthly Subscriptions-VolumeLicense		7	$426.62	$2,986.34	528.00	19.19%
P3U-00001	Visio P2 GCC Sub Per User	D	Application	Monthly Subscriptions-VolumeLicense		13	$135.99	$1,767.87	169.20	19.19%

NASPO SVAR CTR060025 / 43230000-23-NASPO-ACS

7JQ-00343	SQL Server Enterprise Core Edition SA	2,968.00
7NQ-00292	SQL Server Standard Core Edition SA	774.00
77D-00111	Visual Studio Pro MSDN ALng SA	369.00
9EA-00278	Win Server DC Core ALng SA 2L	167.00
MQY-00002	EMS G5 GCC SU EMS G3 Per User	7.40
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	39.60
AAL-45735	M365 G5 GCC Sub Per User	62.70
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	-
4ES-00001	EOA Exchange Online GCC Sub Per User	2.90
3EB-00001	M365 F1 GCC Sub Per User	2.40
AAD-63092	M365 F3 Unified GCC Sub Per User	8.60
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	0.30
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	-
VA1-00001	Teams Rooms Pro GCC Sub Per Device	44.00
P3U-00001	Visio P2 GCC Sub Per User	14.10

Gregory Bunn

From:	Kevin E. Burns
Sent:	Monday, June 9, 2025 7:19 AM
To:	Gregory Bunn
Cc:	IT Procurement
Subject:	Microsoft EA 3year Renewal
Attachments:	Request for Quote_ Microsoft Enterprise Agreement Renewal for City of Melbourne FL - DUE NLT COB THURSDAY, 5 JUN 2025 (3).eml; Request for Quote_ Microsoft Enterprise Agreement Renewal for City of Melbourne FL - DUE NLT COB THURSDAY, 5 JUN 2025 (2).eml; Request for Quote_ Microsoft Enterprise Agreement Renewal for City of Melbourne FL - DUE NLT COB THURSDAY, 5 JUN 2025 (1).eml; Request for Quote_ Microsoft Enterprise Agreement Renewal for City of Melbourne FL - DUE NLT COB THURSDAY, 5 JUN 2025.eml
Importance:	High

Greg - I am getting ready to release the Civic Clerk item for the Microsoft 3-year renewal. We sent requests to three vendors to provide quotes and only one vendor provided a quote. The other two are non-responsive.

I am attaching the emails that were sent to the vendors asking for the quote here since I can't attach these files to Civic Clerk due to their file type.

Thank you,

Kevin Burns
CIO/Director of Information Technology
City of Melbourne
900 E. Strawbridge Ave. 4th Floor
Melbourne, Fl. 32901
(321) 608-7701 (Office)
(321) 423-4087 (Cell)
kevin.e.burns@mlbfl.org

City of Melbourne

Quotation: 0625-City of MelbourneV2-MSEA-CPY
Date: June 16, 2025
Enrollment: Preliminary Quote - Renewal
Contract: CTR060025 / 43230000-23-NASPO-ACS

Reseller Amount 0.00% **Calculation:** Cost 1.00%

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Unit Price	Extended Price	Retail	Unit Raw Cost	Reseller Cost	Total Reseller Cost	Indirect Amount	Total Customer Cost
Additional Products													These columns will be deleted on the final cleanup macro					
7JQ-00343	SQL Server Enterprise Core ALng SA	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Servers	Software Assurance	SQL Server Enterprise Core	19	$ 2,466.66	$ 46,866.54	$2,968.00	$2,442.24	0.00%	$2,442.24	1.00%	$2,466.66
7NQ-00292	SQL Server Standard Core ALng SA	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Servers	Software Assurance	SQL Server Standard Core	37	$ 643.33	$ 23,803.21	$774.00	$636.96	0.00%	$636.96	1.00%	$643.33
77D-00111	Visual Studio Pro MSDN ALng SA	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Applications	Software Assurance	Visual Studio Professional MSDN	1	$ 306.27	$ 306.27	$369.00	$303.24	0.00%	$303.24	1.00%	$306.27
9EA-00278	Win Server DC Core ALng SA 2L	Enterprise 6	Additional Product	D	1 Year(s)	Added at Signing	Servers	Software Assurance	Win Server Datacenter Core	91	$ 138.17	$ 12,573.47	$167.00	$136.80	0.00%	$136.80	1.00%	$138.17

Annual Total: $ 83,549.49

1 Year Quote SubTotal: $ 353,527.95

3 Year Quote GrandTotal: **$ 1,060,583.85**

City of Melbourne

Quotation: 0625-City of MelbourneV2-MSEA-CPY
Date: June 16, 2025
Enrollment: Preliminary Quote - Renewal
Contract: CTR060025 / 43230000-23-NASPO-ACS

Subscription Start Date: **8/1/2025**
Subscription End Date: **7/31/2028**

Reseller Amount 0.00% **Calculation:** Cost 1.00%

Year One: 12 Months

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Term Price	Extended Price	Retail	Unit Raw Cost	Reseller Amount	Total Reseller Cost	Months	Term Raw Cost	Indirect Amount	Total Customer Cost
Enterprise Products													These columns will be deleted on the final cleanup macro							
MQY-00002	EMS G5 GCC SU EMS G3 Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	EMS G5 GCC	15	$71.14	$ 1,067.10	$7.40	$5.87	0.00%	$5.87	12	$70.44	1.00%	$71.14
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 G3 Unified FUSL GCC	529	$383.96	$ 203,114.84	$39.60	$31.68	0.00%	$31.68	12	$380.16	1.00%	$383.96
AAL-45735	M365 G5 GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 G5 GCC	5	$607.94	$ 3,039.70	$62.70	$50.16	0.00%	$50.16	12	$601.92	1.00%	$607.94
Additional Products													These columns will be deleted on the final cleanup macro							
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Azure Monetary CommitmentG	1	$0.00	$ -	$0.00	$0.00	0.00%	$0.00	12	$0.00	1.00%	$0.00
4ES-00001	EOA Exchange Online GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	EOA Exchange Online GCC	368	$28.12	$ 10,348.16	$2.90	$2.32	0.00%	$2.32	12	$27.84	1.00%	$28.12
3EB-00001	M365 F1 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 F1 GCC	83	$23.27	$ 1,931.41	$2.40	$1.92	0.00%	$1.92	12	$23.04	1.00%	$23.27
AAD-63092	M365 F3 Unified GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 F3 Unified GCC	368	$82.78	$ 30,463.04	$8.60	$6.83	0.00%	$6.83	12	$81.96	1.00%	$82.78
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	O365 Extra File Storage GCC	7000	$2.18	$ 15,260.00	$0.30	$0.18	0.00%	$0.18	12	$2.16	1.00%	$2.18
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Teams AC with Dial Out US/CA GCC	982	$0.00	$ -	$0.00	$0.00	0.00%	$0.00	12	$0.00	1.00%	$0.00
VA1-00001	Teams Rooms Pro GCC Sub Per Device	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Teams Rooms Pro GCC	7	$426.62	$ 2,986.34	$44.00	$35.20	0.00%	$35.20	12	$422.40	1.00%	$426.62
P3U-00001	Visio P2 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	Visio P2 GCC	13	$135.99	$ 1,767.87	$14.10	$11.22	0.00%	$11.22	12	$134.64	1.00%	$135.99
										12 Month Total:		$ 269,978.46								

Year Two: 12 Months

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Term Price	Extended Price	Retail	Unit Raw Cost	Reseller Amount	Total Reseller Cost	Months	Term Raw Cost	Indirect Amount	Total Customer Cost
Enterprise Products													These columns will be deleted on the final cleanup macro							
EP2-07420	M365 E5 FUSL No Teams Sub SU Per User EMS E5	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 E5 FUSL no Teams	15	$71.14	$ 1,067.10	$7.40	$5.87	0.00%	$5.87	12	$70.44	1.00%	$71.14
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 G3 Unified FUSL GCC	529	$383.96	$ 203,114.84	$39.60	$31.68	0.00%	$31.68	12	$380.16	1.00%	$383.96
AAL-45735	M365 G5 GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 G5 GCC	5	$607.94	$ 3,039.70	$62.70	$50.16	0.00%	$50.16	12	$601.92	1.00%	$607.94
Additional Products													These columns will be deleted on the final cleanup macro							
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Azure Monetary CommitmentG	1	$0.00	$ -	$0.00	$0.00	0.00%	$0.00	12	$0.00	1.00%	$0.00
4ES-00001	EOA Exchange Online GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	EOA Exchange Online GCC	368	$28.12	$ 10,348.16	$2.90	$2.32	0.00%	$2.32	12	$27.84	1.00%	$28.12
3EB-00001	M365 F1 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 F1 GCC	83	$23.27	$ 1,931.41	$2.40	$1.92	0.00%	$1.92	12	$23.04	1.00%	$23.27
AAD-63092	M365 F3 Unified GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 F3 Unified GCC	368	$82.78	$ 30,463.04	$8.60	$6.83	0.00%	$6.83	12	$81.96	1.00%	$82.78
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	O365 Extra File Storage GCC	7000	$2.18	$ 15,260.00	$0.30	$0.18	0.00%	$0.18	12	$2.16	1.00%	$2.18
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Teams AC with Dial Out US/CA GCC	982	$0.00	$ -	$0.00	$0.00	0.00%	$0.00	12	$0.00	1.00%	$0.00
VA1-00001	Teams Rooms Pro GCC Sub Per Device	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Teams Rooms Pro GCC	7	$426.62	$ 2,986.34	$44.00	$35.20	0.00%	$35.20	12	$422.40	1.00%	$426.62
P3U-00001	Visio P2 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	Visio P2 GCC	13	$135.99	$ 1,767.87	$14.10	$11.22	0.00%	$11.22	12	$134.64	1.00%	$135.99
										12 Month Total:		$ 269,978.46								

Year Three: 12 Months

Part Number	Item Name	Program	Offering	Level	Purchase Unit	Purchase Period	Pool	Product Type	Product Family	Quantity	Term Price	Extended Price	Retail	Unit Raw Cost	Reseller Amount	Total Reseller Cost	Months	Term Raw Cost	Indirect Amount	Total Customer Cost
Enterprise Products													These columns will be deleted on the final cleanup macro							
EP2-07420	M365 E5 FUSL No Teams Sub SU Per User EMS E5	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 E5 FUSL no Teams	15	$71.14	$ 1,067.10	$7.40	$5.87	0.00%	$5.87	12	$70.44	1.00%	$71.14
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 G3 Unified FUSL GCC	529	$383.96	$ 203,114.84	$39.60	$31.68	0.00%	$31.68	12	$380.16	1.00%	$383.96
AAL-45735	M365 G5 GCC Sub Per User	Enterprise 6	Enterprise	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 G5 GCC	5	$607.94	$ 3,039.70	$62.70	$50.16	0.00%	$50.16	12	$601.92	1.00%	$607.94
Additional Products													These columns will be deleted on the final cleanup macro							
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Azure Monetary CommitmentG	1	$0.00	$ -	$0.00	$0.00	0.00%	$0.00	12	$0.00	1.00%	$0.00
4ES-00001	EOA Exchange Online GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	EOA Exchange Online GCC	368	$28.12	$ 10,348.16	$2.90	$2.32	0.00%	$2.32	12	$27.84	1.00%	$28.12
3EB-00001	M365 F1 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 F1 GCC	83	$23.27	$ 1,931.41	$2.40	$1.92	0.00%	$1.92	12	$23.04	1.00%	$23.27
AAD-63092	M365 F3 Unified GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	M365 F3 Unified GCC	368	$82.78	$ 30,463.04	$8.60	$6.83	0.00%	$6.83	12	$81.96	1.00%	$82.78
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	O365 Extra File Storage GCC	7000	$2.18	$ 15,260.00	$0.30	$0.18	0.00%	$0.18	12	$2.16	1.00%	$2.18
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Teams AC with Dial Out US/CA GCC	982	$0.00	$ -	$0.00	$0.00	0.00%	$0.00	12	$0.00	1.00%	$0.00
VA1-00001	Teams Rooms Pro GCC Sub Per Device	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	Teams Rooms Pro GCC	7	$426.62	$ 2,986.34	$44.00	$35.20	0.00%	$35.20	12	$422.40	1.00%	$426.62
P3U-00001	Visio P2 GCC Sub Per User	Enterprise 6	Additional Product	D	1 Month(s)	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	Visio P2 GCC	13	$135.99	$ 1,767.87	$14.10	$11.22	0.00%	$11.22	12	$134.64	1.00%	$135.99
										12 Month Total:		$ 269,978.46								
										36 Month Total:		$ 809,935.38								

Memorandum

To: Jenni Lamb, City Manager

From: James Ennis, City Engineer

Date: June 23, 2025

Re: Professional Engineering Services Selection for a Continuing Consultant – Utilities

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The process to select a continuing consultant for the professional services of Utilities on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey.

As part of the advertisement, firms were notified that the selection process and future award of work would be specific to the category for which they were selected and that they were able to submit for multiple categories, if they desired.

Selection Process

Competitive selection is composed of the review, evaluation and ranking of the qualification packages by staff committee. If a clear, unanimous first-place ranking was determined from the firm responses the committee had the option to proceed directly to obtain permission from City Council to commence negotiations. If the committee expressed interest in potentially awarding contracts beyond the first-place firm a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

If there was not a clear first-place ranking, or the selection committee expressed interest in selecting additional firms, a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

A recommendation is then given to Council requesting authorization to negotiate with the top-ranked firm(s). Finally, upon completing the negotiations, the contract is returned to Council for final approval.

Committee

A five-member consultant selection committee was formed for each discipline, each consisting of members from the following departments: Engineering, Public Works &

Utilities, and Community Development. The selected members were Jennifer Spagnoli (chair), Christi Winn, Tom Baker, James Ennis, and Tami Gillen.

Applicants

On May 16, 2025, the city received 11 applicants in the Utilities category.

Short Listing

The qualifying statements were reviewed, and the applicants were scored on the contents of the submittals. The committee unanimously determined that DRMP, Inc. was the most qualified applicant and recommended that a request be made to council to allow for contract negotiations to commence.

The committee determined the remaining shortlist based upon the review of the submittals and invited the following firms to participate in presentations before the selection committee.

- Wade Trim, Inc.
- CHA Consulting, Inc.
- Infrastructure Engineering, LLC
- Kimley-Horn & Associates, Inc.

Presentations

Presentations were held on June 17, 2025. Each applicant was allotted 30 minutes for their presentation, followed by a 15-minute question and answer period. Each of the consultants were asked to discuss their organization, experience and approach to projects.

Presentation Scoring

The committee used score sheets to rate the consultants, which were used as a basis for the recommendation with the maximum total score available of 100 points. The committee met briefly following the presentations, calculated the scores, determined the presenting firm's ordinal ranking, and collected the score sheets from each of the members along with holding a discussion on the number of firms to recommend to the City Council. The firm(s) with the lowest Ordinal ranking are presented to the Council for approval to proceed to negotiate a contract.

The results of the shortlist presentations were:

Company	Jennifer Spagnoli, PW&U	Christi Winn, PW&U	James Ennis, Eng.	Tami Gillen, Eng.	Tom Baker, PW&U	Total Score
DRMP, Inc.	N/A*	N/A*	N/A*	N/A*	N/A*	N/A*
Wade Trim, Inc.	3	3	1	1	2	10
CHA Consulting, Inc.	2	2	4	4	3	15
Infrastructure Engineering, LLC	1	1	1	2	1	6
Kimley-Horn & Assoc., Inc.	3	4	3	3	3	16

*DRMP was not required to provide a presentation as they were unanimously ranked first in the review of RFQ submittal responses.

Recommendation

Recommend that City Council approve the selection committee's recommendation of DRMP, Inc., Infrastructure Engineering, LLC, and Wade Trim, Inc. as the top ranked firm(s) to provide professional services for the Utilities continuing contract.

Recommend the City Council authorize staff to negotiate a contract with DRMP, Inc., Infrastructure Engineering, LLC, Wade Trim, Inc. for the Utilities continuing consultant engineering contract.

Memorandum

To: Jenni Lamb, City Manager

From: James Ennis, City Engineer

Date: June 23, 2025

Re: Professional Engineering Services Selection for a Continuing Consultant – Site/Civil

---

The process to select a continuing consultant for the professional services of Site/Civil on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey.

As part of the advertisement, firms were notified that the selection process and future award of work would be specific to the category for which they were selected and that they were able to submit for multiple categories, if they desired.

Selection Process

Competitive selection is composed of the review, evaluation and ranking of the qualification packages by staff committee. If a clear, unanimous first-place ranking was determined from the firm responses the committee had the option to proceed directly to obtain permission from City Council to commence negotiations. If the committee expressed interest in potentially awarding contracts beyond the first-place firm a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

If there was not a clear first-place ranking, or the selection committee expressed interest in selecting additional firms, a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

A recommendation is then given to Council requesting authorization to negotiate with the top-ranked firm(s). Finally, upon completing the negotiations, the contract is returned to Council for final approval.

Committee

A five-member consultant selection committee was formed for each discipline, each consisting of members from the following departments: Engineering, Public Works &

Utilities, and Community Development. The members of the selection committee were James Ennis (Chair), Cheryl Dean, Dani Straub, Jeff Whitehead, and Patrick Cooke.

Applicants

On May 16, 2025, the City received 7 consultants in the Site/Civil category.

Short Listing

The qualifying statements were reviewed, and the applicants were scored on the contents of the submittals. The committee unanimously determined that DRMP, Inc. was the most qualified applicant and recommended that a request be made to Council to allow for contract negotiations to commence.

The committee determined the remaining shortlist based upon the review of the submittals and invited the following firms to participate in presentations before the selection committee.

- Kimley-Horn & Associates, Inc
- Jones Edmunds & Associates, Inc.
- CivilSurv Design Group, Inc.
- Haley Ward, Inc.

Presentations

Presentations were held on June 18, 2025. Each applicant was allotted 30 minutes for their presentation, followed by a 15-minute question and answer period. Each of the consultants was asked to discuss their organization, experience and approach to projects.

Presentation Scoring

The committee used score sheets to rate the consultants, which were used as a basis for the recommendation with the maximum total score available of 100 points. The committee met briefly following the presentations, calculated the scores, determined the presenting firm ordinal ranking, and collected the score sheets from each of the members along with holding a discussion on the number of firms to recommend to the City Council. The firm(s) with the lowest Ordinal ranking are presented to the Council for approval to proceed to negotiate a contract.

The results of the shortlist presentations were:

Company	James Ennis, Engineering	Cheryl Dean, Community Development	Dani Straub, Engineering	Jeff Whitehead, Facilities	Patrick Cooke, Engineering	Total Score
DRMP, Inc.	N/A*	N/A*	N/A*	N/A*	N/A*	N/A*
Kimley-Horn & Assoc., Inc.	1	4	1	3	1	10
Jones Edmunds & Associates, Inc.	3	2	2	1	3	11
CivilSurv Design Group, Inc.	4	3	4	2	4	17
Haley Ward, Inc.	2	1	3	4	2	12

*DRMP was not required to provide a presentation as they were unanimously ranked first in the review of RFQ submittal responses.

Recommendation

Recommend that City Council approve the selection committee's recommendation of DRMP, Inc and Kimley-Horn & Associates, Inc.as the top ranked firm(s) to provide professional services for the Site/Civil continuing contract.

Recommend the City Council authorize staff to negotiate a contract with DRMP, Inc. and Kimley-Horn & Associates, Inc. for the Site/Civil continuing consultant engineering contract.

Memorandum

To: Jenni Lamb, City Manager

From: James Ennis, City Engineer

Date: June 23, 2025

Re: Professional Engineering Services Selection for a Continuing Consultant – Infrastructure Engineering

---

The process to select a continuing consultant for the professional services of Infrastructure Engineering on a continuing contract basis began on March 28, 2025 with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey.

As part of the advertisement, firms were notified that the selection process and future award of work would be specific to the category for which they were selected and that they were able to submit for multiple categories, if they desired.

Selection Process

Competitive selection is composed of the review, evaluation and ranking of the qualification packages by staff committee. If a clear, unanimous first-place ranking was determined from the firm responses the committee had the option to proceed directly to obtaining permission from City Council to commence negotiations. If the committee expressed interest in potentially awarding contracts beyond the first-place firm a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

If there was not a clear first-place ranking, or the selection committee expressed interest in selecting additional firms, a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

A recommendation is then given to Council requesting authorization to negotiate with the top-ranked firm(s). Finally, upon completing the negotiations, the contract is returned to Council for final approval.

Committee

A five-member consultant selection committee was formed for each discipline, each consisting of members from the following departments: Engineering and Public Works & Utilities. The members of the committee were James Ennis (Chair), Francisco Tackett, Dani Straub, Tami Gillen, Tom Baker.

Applicants

On May 16, 2025, the city received 7 consultants in the Infrastructure Engineering category. One submittal was deemed non-responsive.

Short Listing

The qualifying statements were reviewed and the applicants were scored on the contents of the submittals.

The committee determined the following shortlist based upon the review of the submittals and invited the firms to participate in presentations before the selection committee.

- AtkinsRéalis USA, Inc.
- Kimley-Horn and Associates, Inc.
- DRMP, Inc

Presentations

Presentations were held on June 19, 2025. Each applicant was allotted 30 minutes for their presentation, followed by a 15-minute question and answer period. Each of the consultants were asked to discuss their organization, experience and approach to projects.

Presentation Scoring

The committee used score sheets to rate the consultants, which were used as a basis for the recommendation with the maximum total score available of 100 points. The committee met briefly following the presentations, calculated the scores, determined the presenting firm ordinal ranking, and collected the score sheets from each of the members along with holding a discussion on the number of firms to recommend to the City Council. The firm(s) with the lowest Ordinal ranking are presented to the Council for approval to proceed to negotiate a contract.

The results of the shortlist were:

Company	James Ennis, Engineering	Francisco Tackett, Engineering	Dani Straub, Engineering	Tami Gillen, Engineering	Tom Baker, PW&U	Total Score
AtkinsRéalis USA, Inc.	3	1	2	1	1	8
Kimley-Horn & Assoc., Inc.	2	3	2	2	3	12
DRMP, Inc.	1	1	1	2	1	6

Recommendation

Recommend that City Council approve the selection committee's recommendation of DRMP, Inc and AtkinsRéalis USA, Inc. as the top ranked firm(s) to provide professional services for the Infrastructure Engineering continuing contract.

Recommend the City Council authorize staff to negotiate a contract with DRMP, Inc. and AtkinsRéalis USA, Inc. for the Infrastructure Engineering continuing consultant engineering contract.

Memorandum

To: Jenni Lamb, City Manager

From: James Ennis, City Engineer

Date: June 23, 2025

Re: Professional Engineering Services Selection for a Continuing Consultant – Geotechnical/Laboratory

---

The process to select a continuing consultant for the professional services of Geotechnical/Laboratory on a continuing contract basis began on March 28, 2025 with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Laboratory and Survey.

As part of the advertisement, firms were notified that the selection process and future award of work would be specific to the category for which they were selected and that they were able to submit for multiple categories, if they desired.

Selection Process

Competitive selection is composed of the review, evaluation and ranking of the qualification packages by staff committee. If a clear, unanimous first-place ranking was determined from the firm responses the committee had the option to proceed directly to obtain permission from City Council to commence negotiations. If the committee expressed interest in potentially awarding contracts beyond the first-place firm a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

If there was not a clear first-place ranking, or the selection committee expressed interest in selecting additional firms, a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

A recommendation is then given to Council requesting authorization to negotiate with the top-ranked firm(s). Finally, upon completing the negotiations, the contract is returned to Council for final approval.

Committee

A five-member consultant selection committee was formed for each discipline, each consisting of members from the following departments: Engineering, Public Works & Utilities, and Community Development.

Applicants

On May 16, 2025, the city received 2 Consultants in the Geotechnical/Laboratory Category. One submission was deemed a non-responsive submittal due to missing documentation.

Short Listing

The qualifying statements were reviewed and the applicants were scored on the contents of the submittals.

The committee determined the sole responsive applicant met the qualifications for the submittal and shortlist based upon the review of the submittals and recommended that Ardaman & Associates, Inc. be presented to the Council for approval to proceed to negotiate a contract.

A memorandum was presented to the City Manager to allow for the selection of a consultant based upon less than three responses to the Request for Qualifications advertisement. The City Manager approved this memorandum June 12th, 2025.

Presentations

Presentations were not held for this consultant category.

Presentation Scoring

Presentations were not held for this consultant category.

Recommendation

Recommend that City Council approve the selection committee's recommendation of Ardaman & Associates, Inc. as the top ranked firm to provide professional services for the Geotechnical / Laboratory continuing contract.

Recommend the City Council authorize staff to negotiate a contract with Ardaman & Associates, Inc. for the Geotechnical/Laboratory continuing consultant engineering contract.

RECEIVED

JUN 1 1 2025

City Manager's Office
Melbourne, Florida

City of Melbourne
The Harbor City

Memorandum

To: Jenni Lamb, City Manager

From: James Ennis, City Engineer

Date: June 6, 2025

Re: Submittals for the Professional Engineering Services- Continuing Consultant for Geotechnical Laboratory

---

The Request for Qualifications for Professional Engineering Services was advertised on March 28, 2025 with submittals due on May 16, 2025. The Professional Services Request for Qualifications was grouped into five categories: Utilities, Site/Civil, Infrastructure, Geotechnical and Survey. Firms were able to submit for multiple categories. Two submittals were received for the Geotechnical category of the RFQ. One submittal was determined to be non-responsive and not considered for review, leaving one responsive submittal to be reviewed.

The City's Purchasing Manual, Section 10.05 (F) states "In the event less than three (3) firms express an interest in a project or less than three (3) firms are deemed qualified by the Competitive Selection Committee, then the City Manager shall make a determination as to whether to proceed with the lesser number of firms".

The selection committee reviewed Ardaman & Associates, Inc. submitted qualifications. On June 4, 2025 the committee met and agreed that Ardaman & Associates, Inc. is qualified to provide geotechnical services. Additionally, the committee noted that presentations were not necessary in order to proceed with recommending to begin negotiations.

Staff believes that re-advertising geotechnical services wouldn't necessarily gain additional submittals. Eighty-five (85) firms downloaded the application package from Demand Star for Professional Services. However, it cannot be determined how many firms intended to provide submittals for the geotechnical category specifically. Since the request for this category is very specialized, there are limited firms that could meet qualifications necessary to submit for geotechnical services.

Recommend proceeding with the approval process for Professional Engineering Services for the Geotechnical category with the one responsive firm that submitted a proposal.

ACTION BY CITY MANAGER:

Approved: ✓

Date: 6/12/25

Jenni Lamb

Memorandum

To: Jenni Lamb, City Manager

From: James Ennis, City Engineer

Date: June 23, 2025

Re: Professional Engineering Services Selection for a Continuing Consultant – Survey

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The process to select a continuing consultant for the professional services of Survey on a continuing contract basis began on March 28, 2025 with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey.

As part of the advertisement, firms were notified that the selection process and future award of work would be specific to the category for which they were selected and that they were able to submit for multiple categories, if they desired.

Selection Process

Competitive selection is composed of the review, evaluation and ranking of the qualification packages by staff committee. If a clear, unanimous first-place ranking was determined from the firm responses the committee had the option to proceed directly to obtain permission from City Council to commence negotiations. If the committee expressed interest in potentially awarding contracts beyond the first-place firm a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

If there was not a clear first-place ranking, or the selection committee expressed interest in selecting additional firms, a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

A recommendation is then given to Council requesting authorization to negotiate with the top-ranked firm(s). Finally, upon completing the negotiations, the contract is returned to Council for final approval.

Committee

A five-member consultant selection committee was formed for each discipline, each consisting of members from the following departments: Engineering, Public Works & Utilities, and Community Development. The members of the selection committee were James Ennis (Chair), Francisco Tackett, Christi Winn, Patrick Cooke, and Doug Dombroski.

Applicants

On May 16, 2025, the city received three consultants in the Survey category.

Short Listing

The qualifying statements were reviewed and the applicants were scored on the contents of the submittals.

The committee determined the following shortlist based upon the review of the submittals and invited the firms to participate in presentations before the selection committee.

- Haley Ward, Inc.
- DRMP, Inc
- Bowman Consulting Group, Ltd.

Presentations

Presentations were held on June 19, 2025. Each applicant was allotted 30 minutes for their presentation, followed by a 15-minute question and answer period. Each of the consultants were asked to discuss their organization, experience and approach to projects.

Presentation Scoring

The committee used score sheets to rate the consultants, which were used as a basis for the recommendation with the maximum total score available of 100 points. The committee met briefly following the presentations, calculated the scores, determined the presenting firm ordinal ranking, and collected the score sheets from each of the members along with holding a discussion on the number of firms to recommend to the City Council. The firm(s) with the lowest Ordinal ranking are presented to the Council for approval to proceed to negotiate a contract.

The results of the shortlist were:

Company	James Ennis, Engineering	Francisco Tackett, Engineering	Christi Winn, PW&U	Patrick Cooke, Engineering	Doug Dombroski, Community Development	Total Score
Haley Ward, Inc.	2	1	3	1	1	8
DRMP, Inc.	1	2	1	2	2	8
Bowman Consulting Group, Ltd.	3	3	2	3	3	14

Recommendation

Recommend that City Council approve the selection committee's recommendation of Haley Ward, Inc. and DRMP, Inc. as the top ranked firm(s) to provide professional services for the Survey continuing contract.

Recommend the City Council authorize staff to negotiate a contract with Haley Ward, Inc. and DRMP, Inc. for the Survey continuing consultant engineering contract.

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Rebecca Thibert
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.11.k.

Subject:
First Amendment to the Lease Agreement between the City of Melbourne and Senator Debbie Mayfield for office space in City Hall.

Background/Consideration:
In December 2016, City Council authorized a Lease Agreement between the City of Melbourne and then-Senator Debbie Mayfield for office space within City Hall. Since that time, Ms. Mayfield has occupied her office on the fourth floor of City Hall. In November 2024, Ms. Mayfield was elected to serve District 32 of the Florida House of Representatives. At the November 26, 2024 meeting, the City Council approved a new lease agreement with Representative Mayfield to occupy the same office space on the fourth floor of City Hall.

On June 10, 2025, Ms. Mayfield was elected to the Florida Senate with her term expiring November 7, 2028. The First Amendment to the Lease Agreement is for an initial term of approximately four years, beginning December 1, 2024, and ending on November 30, 2028, with the option to renew for an additional four-year period.

Per Administrative Policy #608 - Fair Market Lease Value of City-Owned Property, an estimate of the fair market lease value is required when leasing City-owned property to an external organization. Obtaining an appraisal from a Member of the Appraisal Institute (MAI) would cost approximately $1,500. A review of currently listed rental office space in the area shows the estimated rate is $18 - $25 per square foot per year, which is approximately $750 - $980 per month for a 500-square-foot office. As an elected representative of the State of Florida, whose district includes the City of Melbourne, there is a valid public purpose for Ms. Mayfield's office to occupy space in City Hall at the proposed rate of $150 per month.

Fiscal/Budget Impact:
The Agreement provides the rental of the Leased Premises for $150 per month.

Requested Action:
Approval of Resolution No. 4358.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease"), made this Nov 21, 2024 between the CITY OF MELBOURNE, a Florida municipal corporation (the "LANDLORD"), whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and THE HONORABLE REPRESENTATIVE DEBBIE MAYFIELD (the "TENANT"), as Representative of the State of Florida, District 32, whose address is 6191 Anchor Lane, Rockledge, Florida 32955.

W I T N E S S E T H:

WHEREAS, the LANDLORD owns real property located at 900 East Strawbridge Avenue, Melbourne, Brevard County, Florida, and more particularly described as

> Lots 1-8, Block 31, Camps Plat of Melbourne, according to the plat thereof, as recorded in Plat Book 1, Page 54, Public Records of Brevard County, Florida, and Lots 1 and 2, Block 14, Powell's Resubdivision of Melbourne, according to the plat thereof, as recorded in Plat Book 1, Page 84, Public Records of Brevard County, Florida (Brevard County Property Appraiser's Parcel Nos. 28-37-03-FC-00031.0-0001.00 and 28-37-03-FC-00031.0-0005.00).

(the "Property"), upon which the City owns a five-story government office building commonly referred to as Melbourne City Hall and a public parking garage; and

WHEREAS, on November 5, 2024, the TENANT was elected to the office of the Florida House of Representatives, District 32 and desires to lease office space within Melbourne City Hall (defined herein as the "Premises") for use as the local House District 32 office; and

WHEREAS, the LANDLORD and the TENANT desire to enter into this Lease in order to reflect the terms and conditions under which the TENANT will utilize the Premises for TENANT's office activities in relation to TENANT's position as State Representative; and

WHEREAS, the LANDLORD and the TENANT agree that the TENANT's use of the Premises as the local House District 32 office supports a public purpose and will not interfere with existing uses of the building of which the Premises are a part ("City Hall") or bond obligations of the LANDLORD.

NOW, THEREFORE, for and in consideration of the leasing of the Premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the LANDLORD and the TENANT, both desiring to be legally bound, agree as set forth herein.

1. PREMISES LEASED.

a. LANDLORD hereby leases to TENANT, and TENANT hereby leases from the LANDLORD the following described premises situated in Brevard County, State of Florida :

Office numbers 408-412 located on the fourth floor of the City of Melbourne City Hall, 900 East Strawbridge Avenue, Melbourne, Florida, comprised of approximately 560 square feet of office space, as depicted on the attached Exhibit A

(hereinafter, the "Premises").

b. In the event the LANDLORD constructs office space on the fourth floor of City Hall and notifies the TENANT in writing of an alternate office space available for lease to TENANT, then the TENANT and the LANDLORD agree to renegotiate this Lease to reflect a new office space located on the fourth floor and a new rent rate proportionate to the additional square footage rented. Nothing herein shall require the LANDLORD to make office space on the fourth floor available to the TENANT.

c. The LANDLORD makes no representations or warranties as to the condition of the Premises, and the Premises are hereby leased "AS IS." The TENANT has made an inspection of the Premises, accepts them in their present unfurnished condition, and agrees to make any changes in the Premises necessary to conform to federal, state and local law applicable to TENANT's use of the Premises. The LANDLORD makes no warranty or representation, express or implied or otherwise, with respect to the same or the location, use, description, design, merchantability, fitness for use for any particular purpose, condition, or durability thereof, or as to the quality of the material or workmanship therein. In the event of any defect or deficiency of any nature in the Premises or any fixture or other item constitution a portion thereof, whether patent or latent, the LANDLORD shall have no responsibility or liability with respect thereto. .

2. TERM.

a. The initial term of this Lease, occupancy of the Premises and responsibilities hereunder of the TENANT and the LANDLORD for the Premises shall be for a term of approximately two (2) years, beginning on the later of December 1, 2024 or the Effective Date, and ending on November 30, 2026.

b. Provided the TENANT is not in default of this Lease, the TENANT has the option to renew this Lease for three (3) additional two (2) year periods upon written notice to the LANDLORD received on or before November 15th of each renewal period. In no event shall the term of this Lease, as renewed, extend past November 30, 2034.

3. RENT PAYMENTS.

a. The TENANT agrees to pay the LANDLORD as rent for use and occupancy of the Premises the sum of ONE HUNDRED FIFTY DOLLARS ($150.00) per month, said monthly payment to be payable to the LANDLORD in advance on or before the first day of each and every month of the lease term, and shall be payable at such place as the LANDLORD may designate.

b. For partial months, the TENANT agrees to pay the LANDLORD as rent the prorated amount of the sum of ONE HUNDRED FIFTY DOLLARS ($150.00). For example, the TENANT agrees to pay the LANDLORD as rent the sum of EIGHTY-TWO DOLLARS ($82.00) for use and occupancy of the Premises from December 15, 2016 through December 31, 2016. The TENANT shall pay December 2016 rent payment immediately upon execution of this Lease.

c. TENANT shall pay interest monthly at the annual rate of 5% on all sums owing to the LANDLORD under this Lease, commencing 30 days after the date each sum is due and payable.

4. PERMITTED ACTIVITIES.

a. TENANT's use of the Premises shall be limited solely to office and clerical work directly related to TENANT's position as Representative of the State of Florida, District 32.

b. TENANT understands and agrees that the LANDLORD's bond covenants restrict use of the Premises to a public use, that the LANDLORD is a tax-exempt organization and that the Property is tax-exempt based on its current uses. TENANT agrees that TENANT shall not conduct activities on the Premises that may jeopardize compliance with the LANDLORD's bond covenants or the tax-exempt status of the LANDLORD or the Property.

c. TENANT shall operate activities from the Premises and conduct activities on the Property at all times in a quiet and dignified manner so as to reflect credit on the operation of the City of Melbourne, and in particular, Melbourne City Hall. TENANT's activities shall not interfere with the activities of the LANDLORD on the Property. TENANT's use of the Premises and the Property shall be in accordance with all applicable federal, state, local government laws, rules, regulations, policies and procedures, as amended from time to time. The TENANT shall make no unlawful, improper or offensive use of the Premises, nor will the TENANT use the Premises, or allow the use of the Premises, for any purpose other than as stated in this Paragraph 4.

d. LANDLORD shall provide adequate directional signage within City Hall to identify the location of the Premises. TENANT shall not place, attach or paint signs or other campaign or political matter or symbols on the Property.

e. TENANT agrees to comply with all applicable rules and regulations of the LANDLORD pertaining to City Hall (the building of which the Premises are a part) now in existence or hereafter promulgated. TENANT understands and agrees that City Hall has limited access and is open during normal hours of operation of City of Melbourne business conducted at City Hall, currently set as 8:30 a.m. to 5:00 p.m., Monday through Friday (except City-designated holidays when the building remains closed). TENANT may receive restricted access to City Hall as set forth in Paragraph 5.h(2) below.

f. Failure of the TENANT to comply with this Paragraph 4 shall be considered a material default under this Lease.

5. OTHER OBLIGATIONS.

a. Utilities. TENANT shall provide and pay for all its own telephone, internet access, cable/satellite TV connections, and other utility connections and all charges for the operation thereof except that the LANDLORD shall provide and pay for the cost of electric.

b. Taxes. TENANT shall pay all taxes, if any, arising from the TENANT's use of the Premises.

c. Other areas. TENANT may utilize public parking located on the Property, subject to the rules and regulations adopted by the LANDLORD. The TENANT understands and agrees that LANDLORD's supplies, equipment, inventory, and personal property located on the Property are not available for TENANT's use and TENANT shall not use such supplies, equipment, inventory, or personal property absent prior approval by the LANDLORD and subject to reimbursement of costs to the LANDLORD by the TENANT. Unless otherwise set forth in this Lease, TENANT understands and agrees that TENANT shall not have access to or use areas of the Property other than the Premises, except to the extent available to the general public.

d. Maintenance. The LANDLORD shall be responsible for the provision and costs of janitorial and custodial service for the Premises, which shall consist of daily garbage collection and weekly vacuuming and routine maintenance including overhead lighting, fire inspections and insect and rodent control. The TENANT at TENANT's own expense shall maintain the Premises in a clean and sanitary manner and in at least the same conditions as at the beginning of occupancy, normal wear and tear excepted from this requirement. Except as provided in other provisions of this Lease, the TENANT shall be responsible for any and all damage to the Premises.

e. The TENANT shall bear the costs of all services such as telephones, cable/satellite TV, internet access, and security system operation/monitoring to service the Premises. TENANT shall bear the cost for installation of any wiring or pipes for telephones, cable/satellite TV, internet access, and security system operation/monitoring within walls or portions of the Premises or located on the Property, either underground or above ground. Such wiring or pipes shall be of at least the same quality as that existing within the building of which the Premises are a part (City Hall), and any system installation shall meet all applicable laws and building, electrical, fire prevention, or life safety code and shall be subject to prior consent of the LANDLORD and subject to any and all conditions in that approval.

f. The TENANT understands and agrees that the Premises are not furnished.

g. The TENANT shall not make any alterations, additions, improvements or demolition to or upon the Premises without the prior consent of the LANDLORD and subject to any and all conditions in that approval.

h. Security.

(1) The Premises are secured with key locks. The LANDLORD shall provide the TENANT with two keys to the Premises for use by the TENANT. TENANT shall not make copies of the keys.

(2) The Premises are located within City Hall, which building has limited access. City Hall is open to the public during normal business hours of City Hall, currently set as 8:30 a.m. to 5:00 p.m., Monday through Friday (except City-designated holidays when the building remains closed). In the event TENANT desires access to the Premises outside normal business hours of City Hall (when the building is not open to the public), then TENANT may request access cards to City Hall, provided TENANT prohibits entry of guests into City Hall outside normal business hours of City Hall (when the building is not open to the public). TENANT shall report to the LANDLORD the name, title and home address of TENANT's staff having possession of an access card. TENANT shall not make copies of the access card. Under no circumstances may TENANT's guests enter or remain in the building outside of normal business hours of City Hall and entry at such restricted times shall be limited to TENANT and TENANT's staff. Failure of the TENANT to comply with this provision shall result in the automatic restriction of TENANT's use of the Premises to hours in which City Hall is open to the public and requiring the TENANT to return to the LANDLORD all access cards to City Hall.

(3) In the event of loss of a key or an access card, the TENANT shall report the loss immediately to the LANDLORD but in no event later than 24-hours after the loss is discovered. The LANDLORD shall provide replacement locks, keys and access cards, as appropriate. TENANT shall pay to the LANDLORD all costs associated with the loss of such key or access card and associated with providing such replacement locks, keys and access cards.

i. The TENANT shall pay to LANDLORD all charges incurred under this Lease within thirty (30) days of billing by the LANDLORD, except that LANDLORD shall not be required to submit an invoice to TENANT for the monthly rent payments which are due on the first of each month.

j. TENANT understands and agrees that City Hall and the Premises are not air-conditioned beyond the approved hours of operation of Melbourne's City Hall, unless otherwise requested by TENANT with at least 24-hour notice to the City's Facilities Division Manager via telephone (321-608-5500) or via email (facilities.maintenance@MLBFL.org).

6. RIGHT OF ENTRY BY LANDLORD. The LANDLORD or its agents may at any reasonable time enter in and on the Premises for the purpose of inspecting such property or performing other duties as required by the terms of this lease and rules, regulations, ordinances or laws of the appropriate government units.

7. RIGHT OF QUIET ENJOYMENT. The LANDLORD hereby covenants that the TENANT shall and may quietly hold and enjoy the Premises, subject to any applicable laws or ordinances.

8. DAMAGE OR DESTRUCTION. Should the Premises, or a substantial portion of the building of which the Premises are a part (City Hall), be damaged by fire or other casualty, either the LANDLORD or the TENANT may terminate this Lease on 30 days' notice, effective as of any date not more than sixty (60) days after the occurrence.

9. INDEMNIFICATION; INSURANCE.

a. TENANT agrees that it will indemnify and hold harmless the LANDLORD from any and all liability, claims, damages arising from a legal action or claim, expenses (including attorney's fees and costs), proceedings and causes of action of every kind and nature as a result of any condition (including existing or future defects in the Premises) or occurrence (including failure or interruption of utility service) related in any way to the Premises or TENANT's use of the Premises and of the adjacent areas, or arising out of or connected with the TENANT's use, occupation, management and control of the Premises or any improvements thereon or any furniture, furnishings, equipment and fixtures utilized in connection therewith. In agreeing to this paragraph the LANDLORD 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.

b. The TENANT understands and agrees that the LANDLORD shall not be responsible for the contents of the Premises and that TENANT should maintain at all times during the term of this Lease, without cost or expense to the LANDLORD, policies of insurance generally known as renter's insurance policies insuring the TENANT against any and all claims, demands, causes of action whatsoever for destruction to the furnishings and equipment on the Premises.

10. DEFAULT BY TENANT

a. The occurrence of any one of the following shall constitute a default and breach of this Lease by TENANT: (i) Any failure of TENANT to timely pay any rents due or any other monetary sums required to be paid hereunder; or (ii) Any failure by TENANT to observe or perform any other provision of this Lease.

b. LANDLORD shall be under no obligation to observe or perform any covenant of this Lease on its part to be observed or performed that accrues after the date of any default by TENANT.

c. In the event of default by TENANT, prior to terminating the Lease, the LANDLORD shall provide TENANT with notice of default and an opportunity to cure the breach. For TENANT's failure to pay sums due, TENANT shall cure the breach within

three (3) business days of receipt of the notice of default. For other defaults, TENANT shall cure the breach within fifteen (15) days of receipt of the notice of default.

d. Upon TENANT's failure to timely cure the default, LANDLORD may terminate this Lease. Upon twenty (20) days' notice of termination to TENANT, the LANDLORD, after such prior written notice, shall have the right to re-enter and repossess the Premises.

11. DEFAULT BY LANDLORD shall not be in default of the performance of any obligation required of it under this Lease unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by TENANT to LANDLORD specifying the alleged default and the applicable Lease provision giving rise to the obligation. However, if the nature of LANDLORD's obligation is such that more than thirty (30) days is required for its performance, then LANDLORD shall not be deemed in default if it shall commence performance within such 30-day period and thereafter diligently prosecute the same to completion.

12. SURRENDER. At the expiration or upon earlier termination of this Lease, TENANT shall promptly surrender possession of the Premises to the LANDLORD, and shall deliver to the LANDLORD all keys to the Premises and access cards to City Hall (the building of which the Premises are a part). Further, the TENANT shall remove all of TENANT's personal property and shall perform all restoration required by the terms of this Lease within the above stated time unless otherwise agreed to in writing. If TENANT fails to remove personal property from the Premises upon expiration or earlier termination of this Lease then, at the option of the LANDLORD, all remaining personal property shall become property of LANDLORD. TENANT waives all claims against LANDLORD for any damage to TENANT resulting from LANDLORD's retention or disposition of such remaining personal property.

13. ADVANCES. If TENANT shall fail to do anything required to be done by TENANT under the terms of this Lease, except to pay rent, the LANDLORD may, at its sole option, do such act or thing on behalf of TENANT, and upon notification to TENANT of the cost to the LANDLORD, TENANT shall promptly pay the LANDLORD the amount of that cost.

14. LIENS. TENANT shall keep the Premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the Premises by TENANT. At the LANDLORD's request, TENANT shall furnish the LANDLORD with written proof of payment of any item that would or might constitute the basis for such a lien on the Premises if not paid.

15. RADON DISCLOSURE. As required by §404.056, Florida Statutes, the following disclosure is hereby made by the LANDLORD:

> RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are

exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

16. ASSIGNMENT; SUBLEASE. This Lease and the rights and benefits hereunder of the TENANT shall not be assigned or subleased in whole or in part to other persons, natural, corporate or otherwise.

17. NO THIRD PARTY BENEFICIARY. The provisions of this Lease will be for the benefit of the LANDLORD and the TENANT only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Lease.

18. NOTICE. Notices may only be delivered by hand, e-mail (if followed promptly by notice by hand, certified U.S. mail, postage prepaid, return receipt requested or by overnight express mail), by certified U.S. mail, postage prepaid, return receipt requested, or by overnight express mail, to the addressee at the address set forth herein and shall be deemed to have been delivered on the date of delivery or delivery refusal of such notice, if hand-delivered or e-mailed or, if mailed on the date the receipt for which the certified mail is signed by the addressee or its authorized agent or employee, or if by overnight express mail, then on the date of receipt, and e-mail, then on the date of receipt. Either party to this Lease may unilaterally change the addressee or address for notice by giving notice. Unless changed in accordance with the preceding sentence, the addresses for notices given shall be as follows:

If to the LANDLORD, to:

City Manager
City of Melbourne
900 E. Strawbridge Ave.
Melbourne, FL 32901
Email: City.Manager@MLBFL.org

If to the TENANT, to:

The Honorable Debbie Mayfield
900 East Strawbridge Avenue.
Melbourne, FL 32901
Email: Debbie.MayField@MyFloridahouse.gov

19. CONSENTS AND APPROVALS.

a. All consents and approvals that may be given under this Lease Agreement shall, as a condition of their effectiveness, be in writing. The granting by a party of any consent to or approval of any act requiring consent or approval under the terms of this Lease or the failure on the part of a party to object to any such action taken without the required consent or approval, shall not be deemed a waiver by the party whose consent was required of its right to require such consent or approval for any other act, except as expressly set forth herein to the contrary.

b. Unless expressly provided otherwise, all consents and approvals that may be given by a party under this Lease shall not be unreasonably withheld, delayed, or conditioned by such party and shall be given or denied within a reasonable time.

c. Unless expressly provided otherwise, where this Lease requires approval by the LANDLORD, the City Manager of the City of Melbourne is authorized to grant or deny such requests.

d. Any amendments to this Lease shall be in writing and shall require the approval of the City Council for the City of Melbourne.

20. INDEPENDENT CONTRACTOR. The TENANT and the LANDLORD shall each perform the terms and conditions of this Lease as independent contractors of one another, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Lease shall, in any way, be construed to constitute the TENANT or any of its agents or employees as the representative agents or employees of the LANDLORD. Conversely, nothing in this Lease shall, in any way, be construed to constitute the LANDLORD or any of its agents or employees as the representative agents or employees of the TENANT.

21. TIME; WAIVER; REMEDIES; SEVERABILITY.

a. Time is of the essence in the performance of this Lease.

b. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

c. LANDLORD's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

d. If any provision, sentence, or word, of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and words, shall nevertheless continue in full force without being impaired or invalidated in any way.

22. GOVERNING LAW; VENUE; JURY TRIAL; ATTORNEYS FEES. This Agreement shall be deemed to have been executed and entered into within the State of Florida, and this Lease, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida and all legal proceedings regarding this Lease shall be filed in Brevard County, Florida. Each party hereto waives all right to trial by jury in any claim, action, proceeding or counterclaim the party may have against the other party hereto regarding any matters arising out of or in any way connected with this Lease. In the event of any legal action to enforce the terms of this Lease, each party shall bear its own attorney's fees and costs. THE LANDLORD AND THE TENANT AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTEMPLATED BY THIS DOCUMENT.

23. EFFECTIVE DATE. The effective date of this Lease Agreement shall be the date of the last of the parties to sign, subject to approval by the City Council of the City of Melbourne, Florida (the "Effective Date").

IN WITNESS WHEREOF, the parties have signed this Lease on the day and year below written.

LANDLORD:	TENANT:
CITY OF MELBOURNE, a Florida municipal corporation	**DEBBIE MAYFIELD**
Jenni Lamb City Manager	
Date: 11/27/24	Date: 11/21/24

Attest:

Kevin McKeown, City Clerk

RESOLUTION NO. 4358

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO APPROVAL OF A FIRST AMENDMENT TO LEASE AGREEMENT WITH SENATOR DEBBIE MAYFIELD FOR OFFICE SPACE IN MELBOURNE CITY HALL AT 900 EAST STRAWBRIDGE AVENUE; MAKING FINDINGS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE AGREEMENT AND ANY SUBSEQUENT RENEWALS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the City owns certain real property located at 900 East Strawbridge Avenue in the City of Melbourne ("City Hall"); and

WHEREAS, on December 9, 2016, the City and Senator Debbie Mayfield (the "Lessee") entered into a Lease Agreement (the "Agreement") for the purposes of maintaining a local Florida Senate District 19 office; and

WHEREAS, on November 5, 2024, Debbie Mayfield (the "Lessee") was elected to the office of the Florida House of Representatives, District 32; and

WHEREAS, on November 21, 2024, the City and then Representative Debbie Mayfield (the "Lessee") entered into a Lease Agreement (the "Agreement") for the purposes of maintaining a local House District 32 office; and

WHEREAS, the current Agreement expires on November 30, 2026; and

WHEREAS, during the June 10, 2025 special election, the Lessee was elected to serve as the District 19 representative in the Florida State Senate; and

WHEREAS, the attached First Amendment to Lease Agreement amends the agreement to reflect a revised term of lease under which the TENANT will utilize the Premises for the TENANT's office activities related to TENANT's position as State Senator; and

WHEREAS, all other provisions of the Agreement shall remain in full force and effect; and

WHEREAS, the City Council finds that entering into this First Amendment to Lease

Agreement will be in the public interest and will promote the public health, safety, economic order, and welfare of the City; and

WHEREAS, approval of this resolution is authorized pursuant to Section 2-646, Melbourne City Code, and the First Amendment to Lease Agreement is entered into pursuant to powers in the City's Charter and home rule powers set forth in Article VIII, Section 2, Florida Constitution of 1968 and Section 166.021, Florida Statutes.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the First Amendment to Lease Agreement attached hereto by and between the City of Melbourne and The Honorable Senator Debbie Mayfield, encumbering the property, is hereby approved.

SECTION 2. That the City Manager is hereby authorized to execute the First Amendment to Lease Agreement attached hereto and any subsequent renewals on behalf of the City of Melbourne.

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]

Attachment: First Amendment to Lease Agreement

Resolution No. 4358

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment"), made this June 11th, 2025 between the CITY OF MELBOURNE, a Florida municipal corporation (the "LANDLORD"), whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and THE HONORABLE SENATOR DEBBIE MAYFIELD (the "TENANT"), as Senator of the State of Florida, District 19, whose address is 3100 N. Riverside Drive Indialantic, FL 32903.

W I T N E S S E T H

WHEREAS, the LANDLORD and the TENANT entered into that certain Lease Agreement dated November 27, 2024, for office numbers 408-412, located on the fourth floor of the City of Melbourne City Hall, 900 East Strawbridge Avenue, Melbourne, Florida (the "Original Lease"); and

WHEREAS, the LANDLORD and the TENANT desire to amend the Original Lease to reflect that on June 10, 2025, the TENANT was elected to the office of the Florida State Senate, District 19, and desires to lease office space within Melbourne City Hall (defined herein as the "Premises") for use as the local Senate District 19 office; and

WHEREAS, the LANDLORD and the TENANT desire to amend the Original Lease to reflect the terms and conditions under which the TENANT will utilize the Premises for the TENANT's office activities related to TENANT's position as State Senator; and

WHEREAS, the LANDLORD and the TENANT agree that the TENANT's use of the Premises as the local Senate District 19 office supports a public purpose and will not interfere with existing uses of the building of which the Premises are a part (the "City Hall") or with the bond obligations of the LANDLORD.

NOW, THEREFORE, the LANDLORD and the TENANT agree to amend the Original Lease as follows:

1. The LANDLORD and the TENANT agree to delete entirely the existing Paragraph 2. Term of the Lease Agreement and replace it with the following paragraph and subheading as follows: As of June 11th, 2025, the Premises (and Exhibit A) shall be redefined as follows:

2. TERM.

a. The initial term of this Lease, occupancy of the Premises and responsibilities hereunder of the TENANT and the LANDLORD for the Premises shall be for a term of approximately four (4) years, beginning on the later of December 1, 2024 or the Effective Date, and ending on November 30, 2028.

b. Provided the TENANT is not in default of this Lease, the TENANT has the option to renew this Lease for an additional four

(4) year period upon written notice to the LANDLORD received on or before November 15, 2028. In no event shall the term of this Lease, as renewed, extend past November 30, 2032.

2. The LANDLORD and the TENANT agree that all other provisions of the Original Lease Agreement shall remain in full force and effect.

3. The effective date of this First Amendment shall be the date of the last of the parties to sign, subject to approval by the City Council of the City of Melbourne, Florida (the "Effective Date").

IN WITNESS WHEREOF, the parties have signed this First Amendment on the day and year below written.

LANDLORD:
CITY OF MELBOURNE,
a Florida municipal corporation

_____
Jenni Lamb, City Manager

Date: _____

Attest:

_____
Kevin McKeown, City Clerk

TENANT:
THE HONORABLE SENATOR DEBBIE MAYFIELD, as Senator of the State of Florida, District 19

Date: _____

Melbourne City Council
July 8, 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.11.l.

Subject:
A resolution providing for a change in the September 2025 City Council regular meeting schedule.

Background/Consideration:
The Truth in Millage law provides that any taxing authority in the county may not schedule its budget public hearing dates on the same hearing dates scheduled by the county commission or the school board. This year, the City Council's regular meeting dates in September will conflict with the county's budget public hearings. As a result, the Melbourne City Council, at its June 10, 2025 meeting, approved conducting the September budget public hearings and regular City Council meetings on September 10 and September 24, 2025.

Section 2-24 of the City Code requires the adoption of a resolution to alter the regular Council meeting schedule. The proposed resolution provides that the September 2025 regular City Council meetings will be held on September 10 and 24 immediately following adjournment of the budget public hearings.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Resolution No. 4359.

RESOLUTION NO. 4359

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RESCHEDULING THE SEPTEMBER REGULAR CITY COUNCIL MEETINGS TO SEPTEMBER 10 AND SEPTEMBER 24, 2025; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Section 2-24 of the City Code provides that the City Council shall hold regular meetings on the second and fourth Tuesday of each month; however, Council may alter that meeting schedule as a result of special circumstances and following adoption of a resolution; and

WHEREAS, each year the City Council is required to conduct two public hearings regarding approval of the City's annual budget; and

WHEREAS, for convenience to Melbourne residents, the City Council, and staff, these public hearings are routinely scheduled to be held prior to the regular scheduled meetings in September; and

WHEREAS, the Truth in Millage law provides that any taxing authority in the county may not schedule its annual budget public hearings on the same days as the county or the school board. The City Council regular meeting dates in September conflict with budget public hearings that have been scheduled by Brevard County; and

WHEREAS, at its June 10, 2025 meeting, the City Council approved conducting the September budget public hearings and regular City Council meetings on September 10 and September 24, 2025.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the September 9, 2025 regular City Council meeting is hereby rescheduled to September 10, 2025, immediately following the budget public hearing.

SECTION 2. That the September 23, 2025 regular City Council meeting is hereby rescheduled to September 24, 2025, immediately following the budget public hearing.

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. 4359

Melbourne City Council
July 8, 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.11.m.

Subject:
A resolution designating those persons authorized to sign checks and transact business pertaining to the City of Melbourne bank and investment accounts on behalf of the City.

Background/Consideration:
Resolution No. 4103, previously adopted by City Council on August 23, 2022, needs to be updated to reflect Jenni Lamb as City Manager and Joan Junkala as Deputy City Manager.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Resolution No. 4360.

RESOLUTION NO. 4360

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, DESIGNATING THOSE PERSONS AUTHORIZED TO SIGN CHECKS AND TRANSACT BUSINESS PERTAINING TO CITY OF MELBOURNE BANK AND INVESTMENT ACCOUNTS ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR THE REPEAL OF PREVIOUS SIGNATORY RESOLUTIONS; AND PROVIDING FOR ADOPTION.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That checks drawn on accounts of the City of Melbourne signed by any two of the following, including the use of signature facsimile devices, shall be honored and paid by financial institutions and charged to the respective accounts of the City:

Paul Alfrey, Mayor
Jenni T. Lamb, City Manager
Joan A. Junkala, Deputy City Manager
Ross McGinn, Director of Finance
Keely Carroll, Assistant Finance Director

SECTION 2. That the following are specimen signatures of the City officials designated herein to make withdrawals and transact all business pertaining to the City of Melbourne's bank and investment accounts:

Paul Alfrey, Mayor _____

Jenni T. Lamb, City Manager _____

Joan A. Junkala, Deputy City Manager _____

Ross McGinn, Director of Finance _____

Keely Carroll, Assistant Finance Director _____

SECTION 3. That this resolution shall become effective July 8, 2025.

SECTION 4. That all previous resolutions designating those persons authorized to sign checks and transact business pertaining to City of Melbourne bank and investment accounts on

behalf of the City are hereby repealed upon the effective date of this resolution.

SECTION 5. 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. 4360

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	5
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.11.n.

Subject:
A resolution adopting the name "Groveland Drive" for a private driveway within the Groveland Mobile Home Park.

Background/Consideration:
This is a resolution to adopt a name for the private driveway in the Groveland Mobile Home Park. The park is located on W Eau Gallie Blvd, west of Interstate 95. The intent of adopting this private driveway name is to provide more accurate emergency dispatch to the park. Brevard County will only place these street names into the Emergency 911 system upon the names being approved and adopted by City Council resolution.

The following names have been proposed for the mobile home park: Groveland Drive.

The name has been approved and reserved for this development by Brevard County 911 Emergency Services.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Resolution No. 4361.

MEMORANDUM

CITY OF MELBOURNE
Engineering Department

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer

From: Barry Baldwin, Engineering Technician

Date: May 21, 2025

Re: Resolution to Adopt a Street Name for a Private Driveway in the Groveland Mobile Home Park

---

This is a proposed resolution to adopt a name for the private driveway in the Groveland Mobile Home Park. The park is located south of W Eau Gallie Boulevard and east of Interstate 95.

The intent of adopting this private driveway name is for emergency 911 dispatching. In order to properly provide more accurate dispatching to the park a private driveway name is required.

Brevard County will not add the private driveway name to the Emergency 911 system unless it has been approved and adopted by City Council Resolution.

The following private driveway name has been proposed for the park:

“Groveland Drive”

The private driveway name has been approved and reserved for the park by Brevard County 911 Emergency Services.

Recommendation
Recommend approval of the resolution adopting the above private driveway name for the private driveway that serves the park.

BOARD OF COUNTY COMMISSIONERS
Emergency Management

9-1-1 Systems Administration/Address Assignment

1751 Huntington Lane
Rockledge, Florida 32955

May 14, 2025

Barry Baldwin
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

Dear Mr. Baldwin:

RE: Street Name Request: Groveland Park (T27-R36-S22)

The below listed street name has been approved and will be held in reserve status for a period of two years. If these names are not implemented within this time frame and another customer requests the names, they may be released for their use. Therefore, if the applicant still wants to utilize the names, they need to contact this office to re-reserve them.

Groveland Drive

NOTE: The City has final authority regarding street name approval and street suffix.

Your continued cooperation is appreciated. If you need any further assistance, you may reach our office at (321) 690-6846 or by email at address.assign@brevardfl.gov.

Sincerely,

Heather N Musolff
Digitally signed by Heather N Musolff
Date: 2025.05.15 14:48:19 -04'00'

Heather N Musolff
9-1-1 Systems Manager
Brevard County 9-1-1 Systems Administration

Groveland Mobile Home Park

Proposed Private Street Name - "Groveland Drive"

RESOLUTION NO. 4361

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA AUTHORIZING THE USE OF THE STREET NAME “GROVELAND DRIVE” FOR A CERTAIN UNPLATTED DRIVEWAY IN THE GROVELAND MOBILE HOME PARK, LOCATED ON WEST EAU GALLIE BOULEVARD AND EAST OF INTERSTATE 95 IN TOWNSHIP 27 SOUTH, RANGE 36 EAST, SECTION 22; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Groveland Mobile Home Park is in need of approval of the name “Groveland Drive” for a private, unplatted driveway located in the City of Melbourne, Florida; and

WHEREAS, the Brevard County E-911 system requires the City Council to adopt a resolution authorizing the use of a street name for a private road, including private driveways.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That “Groveland Drive” shall be the name for that certain private, unplatted driveway located in the City of Melbourne as shown on the map attached as "Exhibit A” and located on West Eau Gallie Boulevard and east of Interstate 95 in Township 27 South, Range 36 East, Section 22.

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

SECTION 3. That the City Clerk shall record this resolution in the Public Records of Brevard County, Florida.

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]

Attachment: Exhibit A – Location Map

Resolution No. 4361

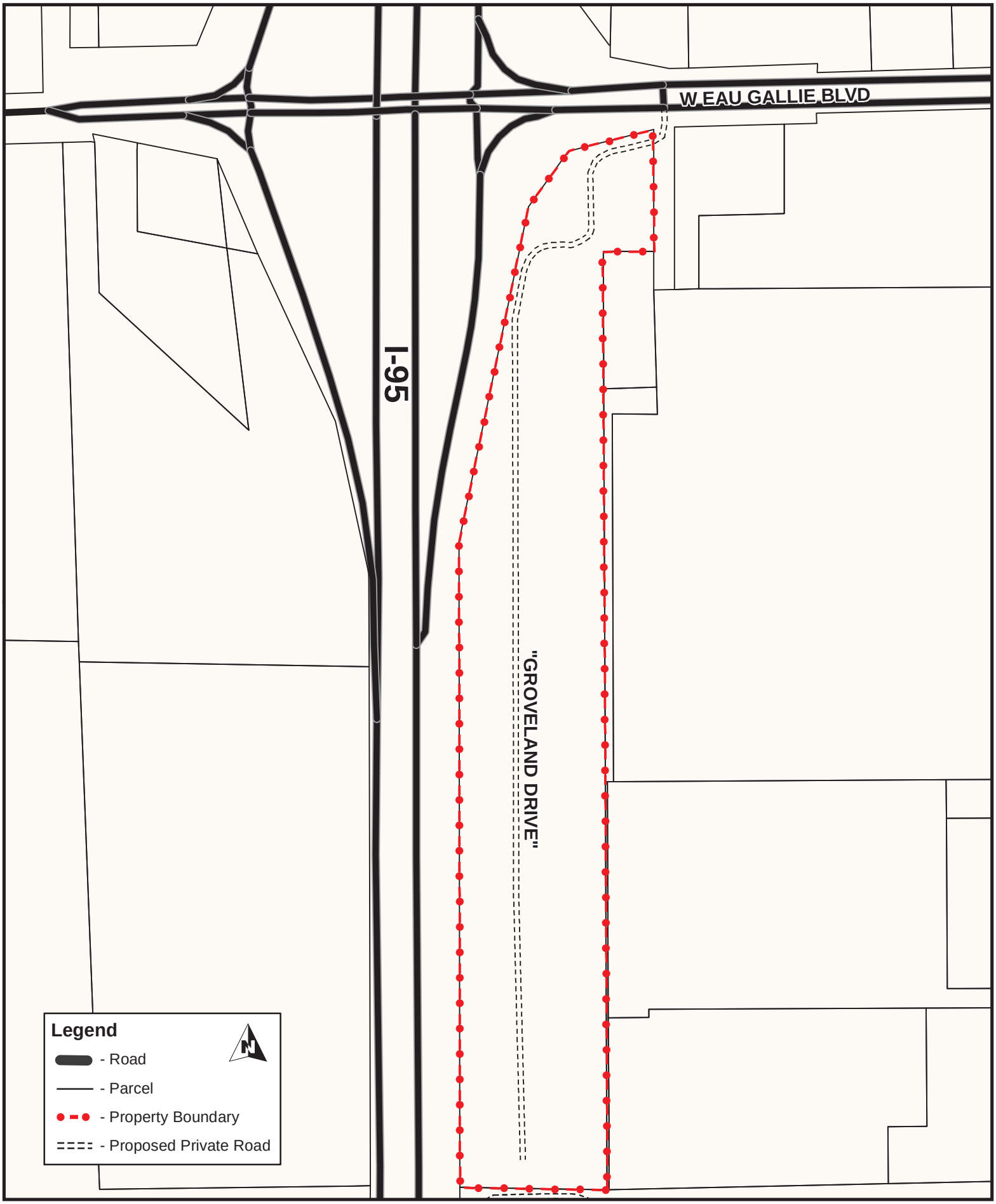

W EAU GALLIE BLVD
I-95
"GROVELAND DRIVE"
Legend
- Road
- Parcel
- Property Boundary
- Proposed Private Road
N

EXHIBIT A

Melbourne City Council
July 8, 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.12.

Subject:
Items Removed From The Consent Agenda

Background/Consideration:

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	4
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.13.

Subject:
An ordinance to rename “Atlantic Park Drive” located between South Babcock Street and Dr. Martin Luther King, Jr. Boulevard, to “Joseph Pellicano Drive”

Background/Consideration:
Melbourne City Council has initiated an application to change the name of “Atlantic Park Drive”, located between South Babcock Street and Dr. Martin Luther King, Jr. Boulevard, to “Joseph Pellicano Drive”. Council has requested this name change to honor the fallen police officer, Joseph Pellicano, for his service to the citizens of Melbourne. A detailed biography is included within the Council package.

The name was approved for use as a street name by Brevard County E-911 Emergency Services.

Fiscal/Budget Impact:
The cost of the new signage is $124. Funding is available in the Traffic Engineering Division's operating budget (64600541-552140).

Requested Action:
Approval of Ordinance No. 2025-30.

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, PMP, P.E., City Engineer

From: Barry Baldwin, Engineering Technician

Date: June 11, 2025

Re: Street Name Change of “Atlantic Park Drive” to “Joseph Pellicano Drive”

Melbourne City Council has initiated an application to change the name of “Atlantic Park Drive” located between South Babcock Street and Dr Martin Luther King Jr Boulevard to “Joseph Pellicano Drive”. Council has requested this name change to honor the fallen police officer Joseph Pellicano, for his service to the citizens of Melbourne (a biography is attached).

Brevard County E-911 has reviewed and approved the name change.

Section 52-6 of the City Code defines the procedure for initiating a street name change. As the request is initiated by Council, items related to subsections (b), (c), (d), (e), and (f)(1) of this Code are exempted from consideration.

The application was reviewed following Section 52-6(f)(2) guidelines to determine if the application was sufficient for consideration:

a. The cost that the renaming will have on any other person that is or could be materially affected by the name change.

   Review: The proposed name change will have no direct cost impact on any local business or residents, as the only property owners abutting the street are the City of Melbourne and the Melbourne Orlando International Airport. Municipal costs for the street name sign changes total $124.00 (materials only).

b. Use of recognized geographic names.

   Review: Not applicable.

c. Use of natural historic features.

   Review: Not applicable.

d. Cultural or historical significance to the city or surrounding neighborhood.

   Review: No cultural or historical significance was found to the original name of “Atlantic Park Drive” while the proposed name “Joseph Pellicano Drive” carries significant importance in the community. The provided biography presents more information in this respect.

e. Preference to names of long-established local usage and names that lend dignity to the street, facility, or park.

   Review: Please refer to the provided biography.

f. When naming for a person:

   1. A biography and other relevant background information must be included.

   Review: Biography is included.

   2. The person must have achieved prominence as a result of his or her significant, positive contribution to the United States, state and/or to the local community.

   Review: Council consideration.

   3. The person must have been deceased for at least five years

   Review: Criteria met.

   4. The person must not have been convicted of any felony or crime involving moral turpitude or had pending charges at the time or his or her death.

   Review: Criteria met. Reference included biography.

   5. The person may not be a current city council member or city employee.

   Review: Criteria met.

In summary, Staff's review indicates that the name change to "Joseph Pellicano Drive" will have minimal public impact.

Recommendation
Staff has reviewed this application following the review criteria contained in Section 52-6 of the City Code of Melbourne and is recommending it for approval.

Attachments:
Biography
Ordinance
Ordinance Exhibit A – Location Map

Cc: Jennifer Spagnoli, Public Works and Utilities Director
David Gillespie, Police Chief
Chuck Bogle, Fire Chief
Kevin McKeown, City Clerk
Scott Arnold, Traffic Engineering Operations Manager

Business Impact Estimate

To: Jenni Lamb, City Manager

Thru: James W. Ennis, City Engineer

From: Barry Baldwin, Engineering Technician

Date: June 11, 2025

Re: Ordinance No. 2025-30 – [Amendment to Chapter 52, renaming of Atlantic Park Drive to Joseph Pellicano Drive]

Summary of the Proposed Ordinance

This ordinance provides an amendment to Chapter 52 of the City of Melbourne Code of Ordinances renaming Atlantic Park Drive, between South Babcock Street and Dr Martin Luther King Jr Boulevard to “Joseph Pellicano Drive”.

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 following direct economic impacts are expected as a result of the roadway renaming:

a. There are no businesses along the roadway that will have direct compliance costs associated with this street renaming.

b. No new charges or fees will be generated by the approval of this ordinance.

c. No increases in regulatory costs are anticipated nor are there any revenues, charges or fees associated with the approval of this ordinance.

d. No other potential direct economic impacts are foreseen to the any businesses related to this street name change.

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

There are no businesses along the roadway section to be renamed that are likely to be impacted because of this name change.

MELBOURNE ORLANDO INTERNATIONAL AIRPORT · MLB

One Air Terminal Parkway
Suite 220
Melbourne, FL 32901 USA
MLBair.com

June 9, 2025

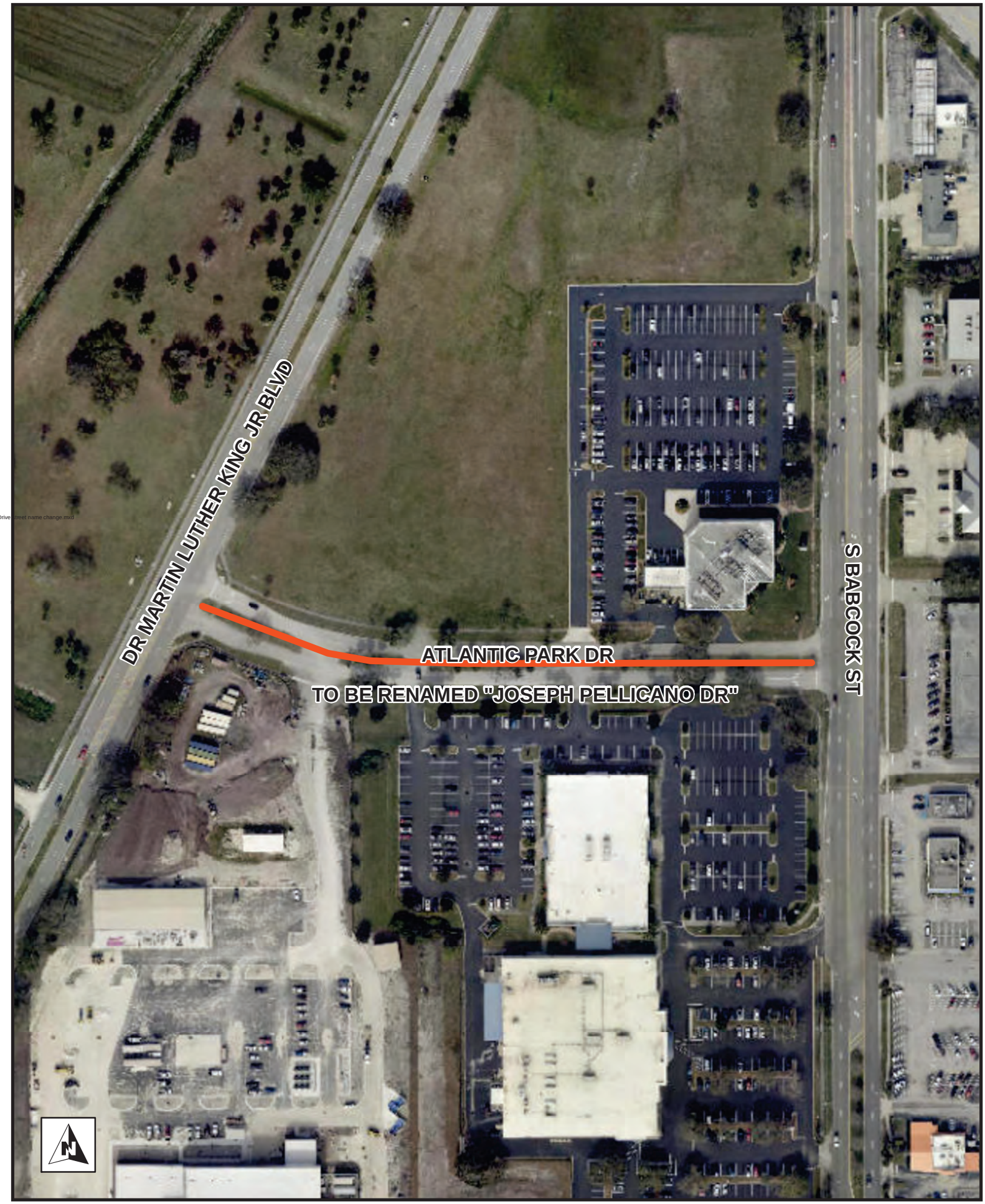
Ms. Jenni Lamb
City Manager
City of Melbourne
900 E. Strawbridge St
Melbourne, FL 32901

Dear Ms. Lamb:

Melbourne Orlando International Airport fully supports the Melbourne City Council and its recommendation to rename Atlantic Park Drive to Joseph Pellicano Drive. Please accept this letter as the airport's formal concurrence

Thank you,

Mark Busalacchi
Director of Business Development and Marketing



Street Name Change:
Atlantic Park Drive to "Joseph Pellicano Drive"

Item No. C. 13.

City of Melbourne
The Harbor City
Engineering

Joseph Pellicano Biography

The Melbourne City Council has initiated a street name change of Atlantic Park Drive to be renamed Joseph Pellicano Drive in honor of Melbourne Police Officer Joseph Pellicano.

Joseph Pellicano, was the only member of the Melbourne Police Department to have been killed in the line of duty.

Officer Pellicano's End of Watch was on October 17, 1986, when he was struck by a vehicle while directing traffic at a house fire on Sarno Road.

Officer Pellicano had worked at the Melbourne Police Department as a Patrol Officer for 3 ½ years at the time of his death. He had been awarded the department's exceptional duty service bar twice, including once in 1983 for pulling a person from a burning building.

He coached in the Police Athletic League and enjoyed working with youth to make a positive difference in the lives of others. Officer Pellicano attended Brevard Community College, where he was working toward his associate's degree in criminal justice.

Officer Pellicano had an excellent reputation in the department and was a respected member of the law enforcement family.

ORDINANCE NO. 2025-30

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 52 OF THE CITY CODE, ENTITLED “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES,” BY RENAMING THE PORTION OF ATLANTIC PARK DRIVE, BETWEEN SOUTH BABCOCK STREET AND DR. MARTIN LUTHER KING JR. BOULEVARD, TO JOSEPH PELLICANO DRIVE; MAKING FINDINGS; PROVIDING FOR INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Section 52-6, Melbourne City Code, provides a process where the City Council may initiate the renaming of a street by vote; and

WHEREAS, the Melbourne City Council initiated an application to change the name of Atlantic Park Drive, between South Babcock Street and Dr. Martin Luther King, Jr. Boulevard, to Joseph Pellicano Drive, to honor the fallen police officer Joseph Pellicano for his service to the citizens of Melbourne; and

WHEREAS, Joseph Pellicano is the only member of the Melbourne Police Department to have been killed in the line of duty; and

WHEREAS, Officer Pellicano’s End of Watch was on October 17, 1986, when he was struck by a vehicle while directing traffic at a house fire on Sarno Road; and

WHEREAS, Officer Pellicano had worked for the Melbourne Police Department as a Patrol Officer for three and a half years at the time of his death. He had been awarded the department’s exceptional duty service bar twice, including once in 1983 for pulling a person from a burning building; and

WHEREAS, Officer Pellicano coached in the Police Athletic League and enjoyed working with youth to make a positive difference in the lives of others. Officer Pellicano attended Brevard Community College, where he was working toward his associate’s degree in criminal justice; and

WHEREAS, Officer Pellicano had an excellent reputation in the department and was a respected member of the law enforcement family.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 52-7 of the City Code of Melbourne, Florida is hereby amended to read as follows:

Sec. 52-7. Street name changes.

The following street and avenue names shall be changed to read as set forth in this section:

Old Name	Location	New Name
	* * * *	
Atlantic Park Drive	Between South Babcock Street and Dr. Martin Luther King, Jr. Boulevard	Joseph Pellicano Drive
	* * * *	

SECTION 2. That in interpreting this ordinance, underlined words indicate additions to existing text and 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 3. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. 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.

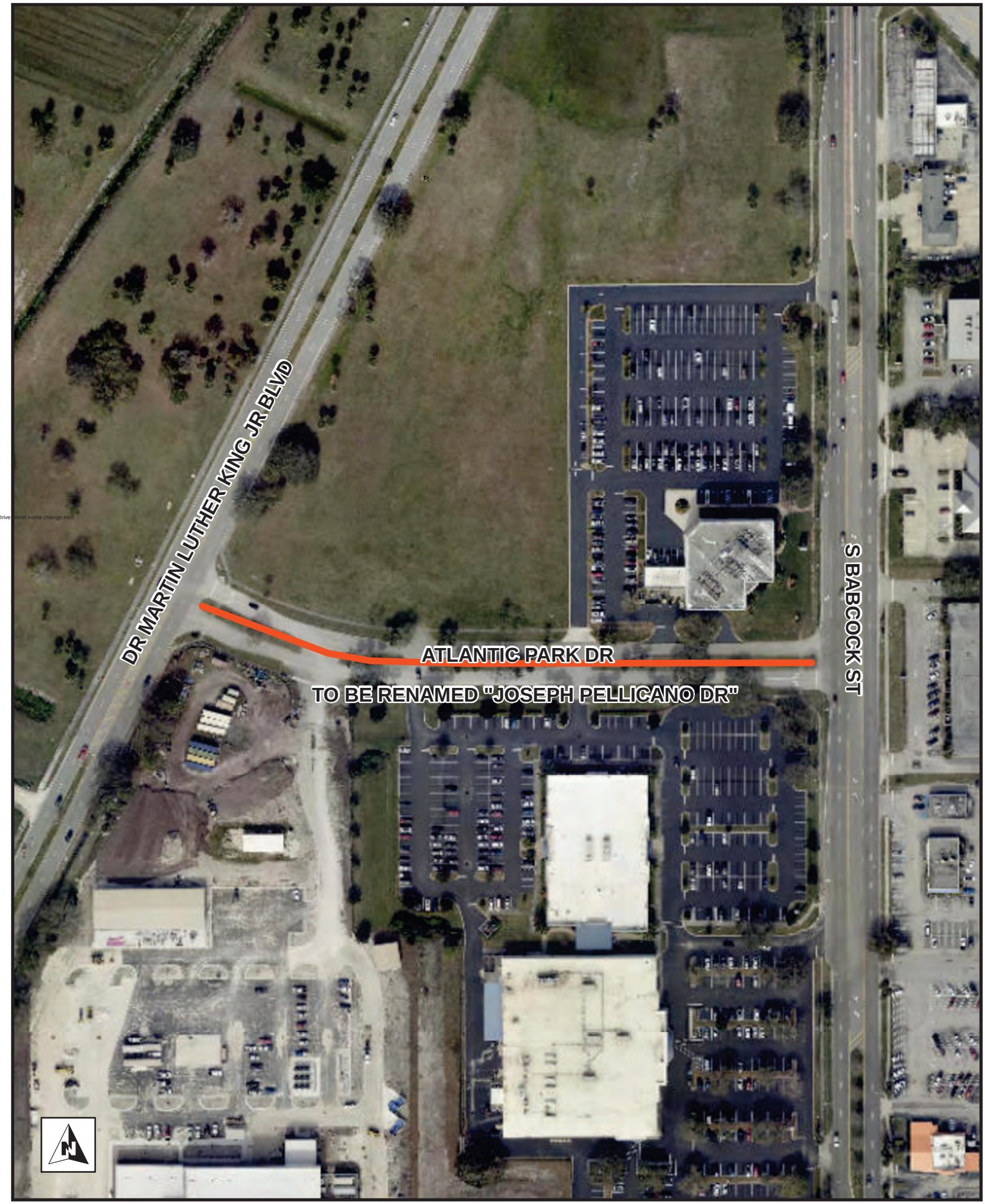
BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Map

Ordinance No. 2025-30



Street Name Change:
Atlantic Park Drive to "Joseph Pellicano Drive"

City of Melbourne
The Harbor City
Engineering

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	5
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.14.

Subject:
Ordinance No. 2025-31, Annexation (ANNX2025-0003), Ordinance No. 2025-32, Comprehensive Plan Amendment *Minor Amendment* (MAP2025-0010), and Ordinance No. 2025-33, Zoning Request (MAP2025-0009) Gatorfin Warehouse – 375 West Drive

Background/Consideration:
This is the first reading of three ordinances annexing a 0.92± acre parcel, establishing an Industrial Future Land Use and M-1 (Light Industrial) zoning. The property is located on the east side of West Drive, west of East Drive, and north of Ellis Road. Upon approval of the annexation, the subject property will be located within Council District 5.

The property owner has requested that 0.92± acres of property be annexed into the City of Melbourne to receive City services (potable water and sewer) and has submitted a voluntary annexation petition.

The applicant has submitted a conceptual site plan exhibit for a warehouse facility, which is a permitted use in the requested M-1 zoning district. The property is currently designated under the Brevard County zoning IU, which allows a variety of light industrial uses, including a warehouse facility.

The subject property is part of an unincorporated Brevard County enclave and the annexation of the subject site will reduce the area of unincorporated lands. The annexation area is contiguous to the existing corporate City limits (north, south, and west) as defined by Florida Statutes, and does not pose any problems with regard to the provision of municipal services. The proposed future land use and zoning are compatible with the surrounding industrial area. The neighboring property to the east is zoned IU in the unincorporated County and the properties to the west, north, and south are zoned M-1 in the City.

On June 5, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the proposed requests.

Fiscal/Budget Impact:
Once annexed, the subject property will generate approximately $879.47 annually in City taxes, however, future development of the site will increase the amount.

Requested Action:

a. Approval of Ordinance No. 2025-31, based upon the findings contained in the Planning and Zoning Board memorandum.

b. Approval of Ordinance No. 2025-32, based upon the findings contained in the Planning and Zoning Board memorandum.

c. Approval of Ordinance No. 2025-33, 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 (ANNX2025-0003), Comprehensive Plan Amendment *Minor Amendment* (MAP2025-0010), Zoning Request (MAP2025-0009): Gatorfin Warehouse – 375 West Drive**

Date: June 26, 2025

Owner/Applicants/Representative

- Owner/Applicant: Steve Young – Gatorfin, LLC
- Representative: Cydney Maksymow

Proposed Actions

For the overall 0.92± acres of undeveloped property, the following actions are requested:

- **Annexation** into the City of Melbourne corporate limits;
- **Comprehensive Plan Amendment** – establishing an Industrial Future Land Use Map classification;
- **Zoning Amendment** – establishing M-1 (Light Industrial) zoning.

Location

The 0.92± acre subject property is located on the east side of West Drive, west of East Drive, and north of Ellis Road in Township 27, Range 36, Section 26 (375 West Drive).

History

The subject property is a portion of Tract B within the Industrial Plaza Unit One Subdivision, recorded in 1980 (PB26, PG103). While historically used as unimproved overflow parking for adjacent businesses, this property is considered undeveloped.

Property/Adjacent Property Information

The subject property is designated as IND (Industrial) on the County's Future Land Use Map. The site is currently zoned IU (Light Industrial Use) in the County.

Access: West Drive, along the west property line

To the East:	Industrial business (Structural Composites)
Zoning:	IU (Brevard County)
Land Use:	IND (Brevard County)
To the West:	Across West Drive, unimproved land previously used by YCom
Zoning:	M-1
Land Use:	Industrial
To the North:	Industrial business (City Electric)
Zoning:	M-1
Land Use:	Industrial
To the South:	Multi-tenant light industrial businesses
Zoning:	M-1
Land Use:	Industrial

Annexation Analysis

The property owner has requested that 0.92± acres of property be annexed into the City of Melbourne to receive City services (potable water and sewer) and has submitted a voluntary annexation petition. In order to connect to City services, Section 58-63 of City Code requires that a petition for annexation be presented to the City Council by the property owner when the property abuts the city limits.

> *Section Map 26 Annexations*. The undeveloped property is located in a large industrial park area that generally extends from I-95 to Wickham Road. In 1986, only 2.5% (16± acres) of Brevard County Section Map 26 was located within the City of Melbourne. Over time, the City has annexed various properties in this area. As of 2025, approximately 63% (401± acres) of this section map are within the city limits. Most of this property has been historically designated for industrial uses with the exception of the 70± acre Hammock Trace Preserve Subdivision (zoned for single-family residential uses) and the Lamplighter Village Mobile Home Park (both accessed from John Rodes Boulevard). The impetus behind many of these annexations was the opportunity to obtain City water service and/or City sewer service.

The annexation of the property poses no significant issues, as it is a logical extension of the City's municipal boundary. The annexation area is contiguous to the existing corporate City limits as defined by Florida Statutes, and does not pose any problems with regard to the provision of municipal services. Annexing 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. The subject property is part of an unincorporated Brevard County enclave and the annexation of the subject site will reduce the area of unincorporated lands.

Per the Brevard County Property Appraiser's Office, the current estimated taxable value of the vacant subject property is $134,340, which will generate approximately $879.47 annually in City taxes. Since the property is vacant, the development of the site will

significantly increase the taxable value of this parcel. Since the property will be zoned for industrial purposes, the annexation will not result in permanent residents at this site.

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

Comprehensive Plan Analysis

The subject property lies on the east side of West Drive, north of Ellis Road and south of Dow Road. The subject property is designated as IND (Industrial) on Brevard County's Future Land Use Map. The IND designation permits the consideration of industrial uses.

The proposed Industrial future land use map category permits the consideration of the City's M-1 zoning. Objective 1.6 of the Future Land Use Element states the Future Land Use Map shall allocate land resources for existing and anticipated future industrial needs and requisite support services. In addition, the placement of the Industrial Land Use classification is guided by Future Land Use Element Policy 1.6.2. This policy states the location and distribution of industrial land use shall be determined based on the following considerations:

- Trip generation characteristics and impact on existing and planned transportation systems, including dependency on rail, air, or trucking for distribution of material and goods;
- Anticipated employment generation, floor area requirements, and market area;
- Ability to meet established performance standards for preventing or minimizing nuisance impacts, such as emission of air pollutants, glare, noise or odor, or generation of hazardous by-products;
- Consistency with the Melbourne International Airport Master Plan;
- Impact on established as well as anticipated future development, including residential, and natural systems; and
- Impact on existing and planned public services, utilities, water resources, and energy resources.

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 to existing and proposed land uses in the surrounding area, both within and outside the City limits.

Comparison of Land Use Intensity

Existing Future Land Use Category (Brevard County): IND: Permits light industrial uses at maximum floor area ratio (FAR) of 2.48 and heavy industrial uses at maximum FAR of 1.76.

Proposed Future Land Use Category (City of Melbourne): Industrial: Permits industrial uses at a maximum FAR of 1.0.

Summary:
The City is proposing to designate the subject property as Industrial. This Future Land Use Map category is the City's equivalent to the County's IND. The request does not impact the allowable intensity of development since the City's Industrial Future Land Use Map category permits a less intensive Floor Area Ratio than the County's IND designation.

Zoning Designation Analysis

Establishing M-1 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 owners desire to obtain City water and sewer services for the development of the site, which is made possible through annexation; consequently, a city zoning designation must be applied to the subject land. The property owners must pay the applicable connection costs and impact fees to the City in order to receive water and sewer services. The applicant has submitted a conceptual site plan for a warehouse facility on the subject land. A warehouse facility is a permitted use in the requested M-1 zoning district.

Effect on the Property and Surrounding Properties: Currently, the Brevard County zoning for the subject property is IU, which allows a variety of light industrial uses, including a warehouse facility. The neighboring property to the east is zoned IU in the unincorporated County. The properties to the west, north, and south are zoned M-1 in the City. The property to the west is unimproved land, while the properties to the north, south, and west are developed with industrial uses. Accordingly, the proposed M-1 zoning is compatible with the land uses and lot sizes in the surrounding neighborhood.

Historically, the majority of the area between John Rodes Boulevard and Wickham Road, north of Ellis Road and south of Sarno Road, has been zoned for industrial uses either in the city or the county. This trend applies to the properties fronting West Drive both to the north and south of the subject property.

Amount of Similarly Zoned Land in the Vicinity: Placing M-1 zoning on the subject land is consistent with the current zoning of adjacent properties. All of the surrounding properties are zoned M-1 or IU. Both of these districts are light industrial classifications.

The proposed zoning district is compatible with the surrounding industrial uses and industrial zoning classifications.

Consistency with the Comprehensive Plan: The Industrial future land use map classification permits the consideration of M-1 zoning. The M-1 zoning classification "is intended to apply to an area located in close proximity to rail, air or major roadway facilities and which can serve intensive commercial uses and light manufacturing, warehousing, distribution, wholesaling and other industrial functions of the city and the region." Lot and building regulations are intended to lessen contrary impact of the industrial activities on nearby non-industrial areas, as well as to emit unneeded industrial traffic through non-industrial areas. This site is located within unincorporated Brevard County adjacent to multiple properties with a light industrial zoning classification.

Conceptual Exhibit: Since the size of the property does not warrant a Formal Site Plan submittal, the applicant has submitted an exhibit identifying a proposed warehouse facility for the subject land, specifically, a new 7,500±-square-foot warehouse building. As shown on the exhibit, the proposed development appears to exceed the minimum setback requirements of the M-1 zoning district. Planning staff has reviewed this layout and determined that the exhibit meets City Code requirements in concept for property line setbacks, drive aisle requirements, landscaping areas, and parking standards.

Based on the size of the subject property, the applicant will be required to submit Engineering Construction Plans through the City's Engineering Department. These plans will be reviewed by City staff to ensure that City Code standards are met for the future development proposed on this site.

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

Based on the use identified by the applicant, the proposed warehouse facility will generate approximately 27 new automobile trips per day. This site is located in Mobility District A (Melbourne International Airport Area). The applicant will be required to provide one mobility improvement or make a payment in lieu of constructing the improvement. The payment in lieu of amount for a warehouse use will be $11,670.

The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the site. City of Melbourne sanitary sewer service is also located in this area (approximately 420 feet to the north). Staff has added a condition that requires the applicant to extend the existing line and connect to the City's sanitary sewer system.

Planning and Zoning Board Action

On June 5, 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 0.92± acres of real property, located on the east side of West Drive, west of East Drive, and north of Ellis Road (375 West Drive), the Planning and Zoning Board and the Community Development Department recommend:

A. **Approval of Annexation (ANNX2025-0003)** into the City of Melbourne;

B. **Approval of Comprehensive Plan Amendment (MAP2025-0010)**, establishing an Industrial Future Land Use; and

C. **Approval of Zoning Amendment (MAP2025-0009)**, establishing M-1 (Light Industrial District) zoning, pursuant to the following condition:

a. The applicant is required to extend the existing sanitary sewer line to the subject property and connect to the City's sanitary sewer system as part of the site development.

b. Approval of Engineering Construction Plans shall be required prior to any site development.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Annexation (ANNX2025-0003), Comprehensive Plan Amendment *Minor Amendment* (MAP2025-0010), Zoning Request (MAP2025-0009): Gatorfin Warehouse – 375 West Drive**
Date:	June 6, 2025
Owner/ Applicant:	Steve Young – Gatorfin, LLC
Representative:	Cydney Maksymow

The Planning and Zoning Board, at its regular scheduled meeting on June 5, 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 0.92± acre subject property is located on the east side of West Drive, west of East Drive, and north of Ellis Road:

- **Annexation** into the City of Melbourne corporate limits;
- **Comprehensive Plan Amendment** – establishing an Industrial Future Land Use Map classification;
- **Zoning Amendment** – establishing M-1 (Light Industrial) 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.

3. 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 if the City's boundary.

4. The annexation is distinctly consistent with Objective 1.7 of the Intergovernmental Coordination Element. This objective states the City will continue to annex unincorporated areas in order to improve the delivery of public services within the urban service area. The applicants are requesting municipal water and sanitary sewer services from the City. The proposal will also improve the delivery of other public services by reducing the size of an existing unincorporated County enclave.

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 applicant is requesting Melbourne water and sewer services. Brevard County does not have water or sanitary sewer infrastructure located in this area.

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 is compatible with the surrounding area. The subject site abuts existing industrial uses within both the City of Melbourne and Brevard County. This action will also reduce the size of an enclave of unincorporated County property.

7. City Code requires property owners to voluntarily sign a pre-annexation agreement or annex into the City in order to receive a connection to Melbourne's water or sewer systems. Since the subject property is adjacent to the City's boundary, the property owner has submitted a petition to voluntarily annex into the City of Melbourne.

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 Industrial land use designation is compatible with surrounding development patterns in the City of Melbourne. All

of the surrounding properties are designated for industrial land uses in both the City and in Brevard County.

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 Industrial land use will be placed on property that is designated for industrial use in the County. The subject site is also part of a large industrial park area.

3. The proposal is specifically consistent with Future Land Use Element Policy 1.6.1 which states the industrial land use category may be considered for sites accessible to airport facilities, rail facilities, and/or major thoroughfares, (i.e., I-95). Uses allowed include: manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities; and other similar land uses. The applicants are requesting Industrial land use for the subject land, which is an appropriate designation for this property since it is located in close proximity to the Melbourne Orlando International Airport and I-95.

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 area.

5. The proposal is compatible with the neighboring area, land uses, and development patterns. Industrial Future Land Use is proposed for the subject site. This action will place Industrial land use on the subject property, which is the surrounded on four sides by industrially zoned properties. The proposed land use category is compatible with the character of the adjacent area.

6. The requested Industrial Future Land Use is an appropriate designation for the subject property since it is the City's functional equivalent to the existing County designation of IND. The subject property is part of a large industrial park. Historically, the majority of the area between John Rodes Boulevard and Wickham Road, north of Ellis Road and south of Sarno Road, has been zoned for industrial uses either in the City or the County. This trend applies to the properties fronting West Drive.

7. The proposed future land use designation is similar to the existing County designations in effect for the subject property and the neighboring area. The

area proposed to be annexed is designated as IND on the County's Future Land Use Map. Property designated as Industrial land use (in the City and County) is located on all four sides of the subject property. The nearest residential site is approximately 640 feet to the northwest (residential lots within the Hammock Trace Preserve Subdivision).

Findings for the Rezoning

1. The proposed M-1 zoning can be considered on properties, which are designated as Industrial 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 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 development patterns in the neighboring industrial park area.

3. The proposed M-1 zoning district is compatible with surrounding properties, land uses, and development patterns. The subject property is bordered on two sides by properties zoned for industrial uses. The proposed zoning, in conjunction with the proposed Industrial Future Land Use, is consistent with the adjacent zoning districts that surround the subject site.

4. The provisions of the M-1 district are intended to apply to an area located in close proximity to rail, air or major roadway facilities and which can serve intensive commercial uses and light manufacturing, warehousing, distribution, wholesaling and other industrial functions of the city and the region. The subject property is located in a large industrial park area near both the Melbourne Orlando International Airport and I-95.

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 M-1 Zoning District.

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 M-1 zoning will implement the proposed Industrial Future Land Use Map designation by permitting industrial uses that are compatible with development patterns in the neighboring industrial park area.

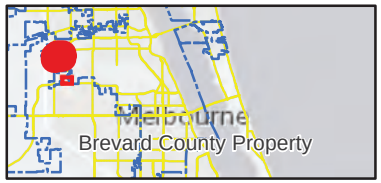
7. The proposal is specifically consistent with Policy 1.22.2 of the Future Land Use Element, which states zoning districts in the City's land development regulations shall implement the future land use categories adopted in the Comprehensive Plan, including the types of uses, and the densities and intensities of uses. The proposed M-1 zoning is consistent with the Industrial Future Land Use category and the proposed use of the property as shown on the concept plan submitted by the property owner.

Respectively Submitted,

for

Yvonne Minus, Chair,
Planning and Zoning Board

GATORFIN WAREHOUSE
LOCATION MAP
ANNX2025-0003 | MAP2025-0010 | MAP2025-0009



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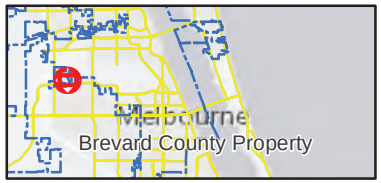
GATORFIN WAREHOUSE
FUTURE LAND USE MAP
ANNX2025-0003 | MAP2025-0010 | MAP2025-0009



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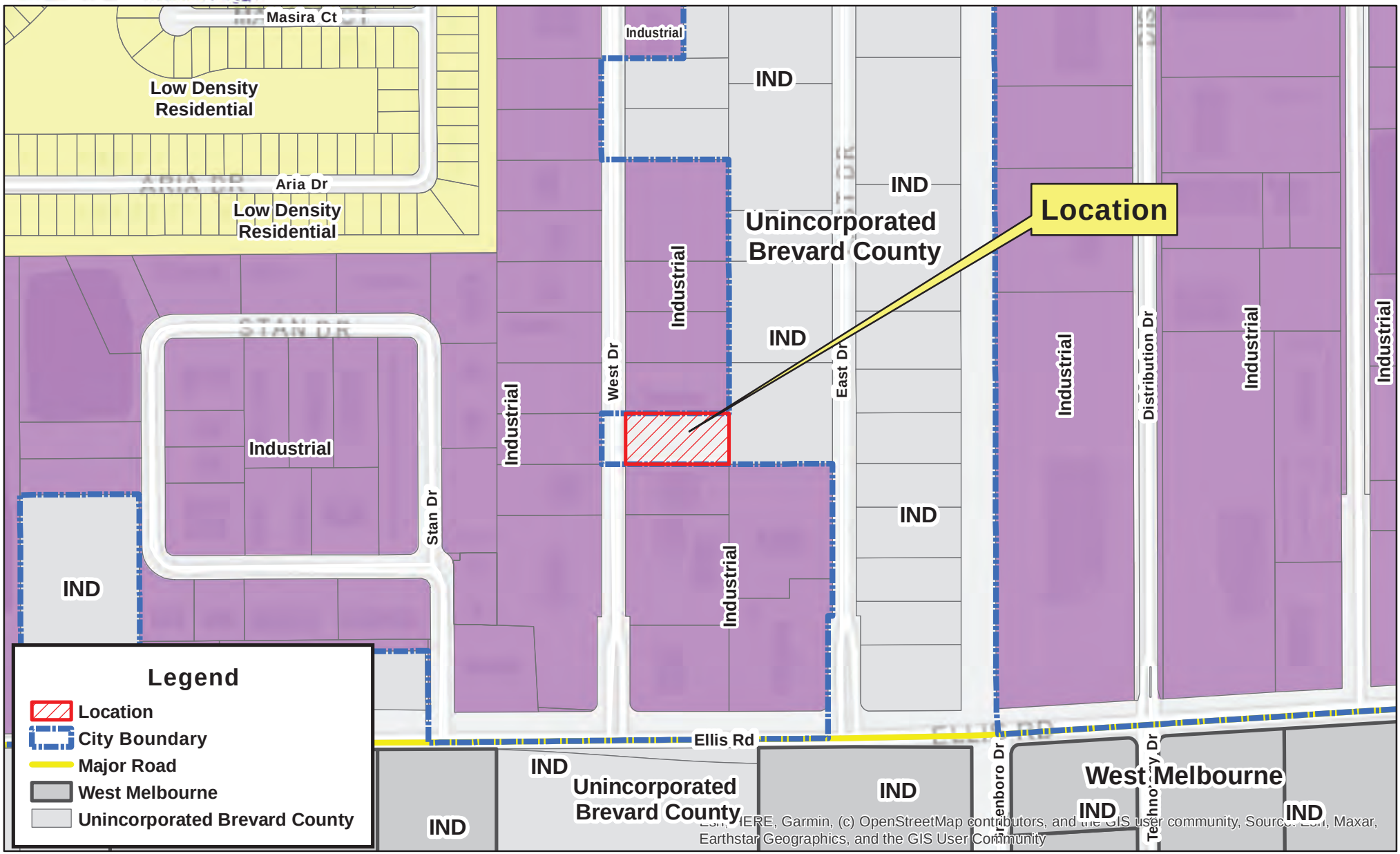

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GATORFIN WAREHOUSE
ZONING MAP
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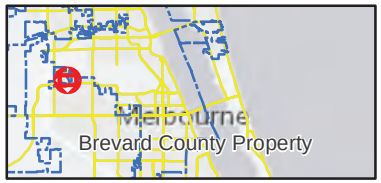

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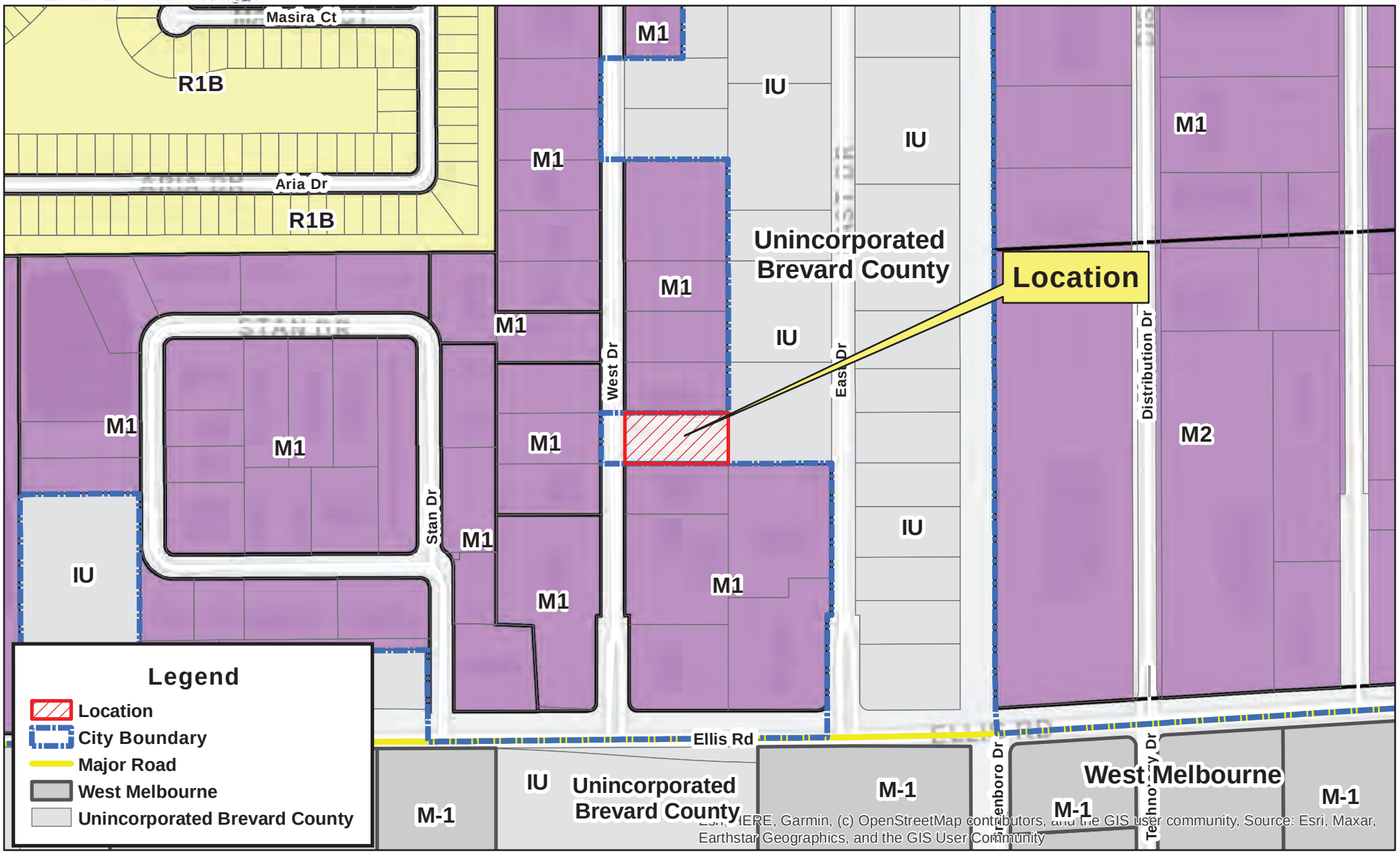

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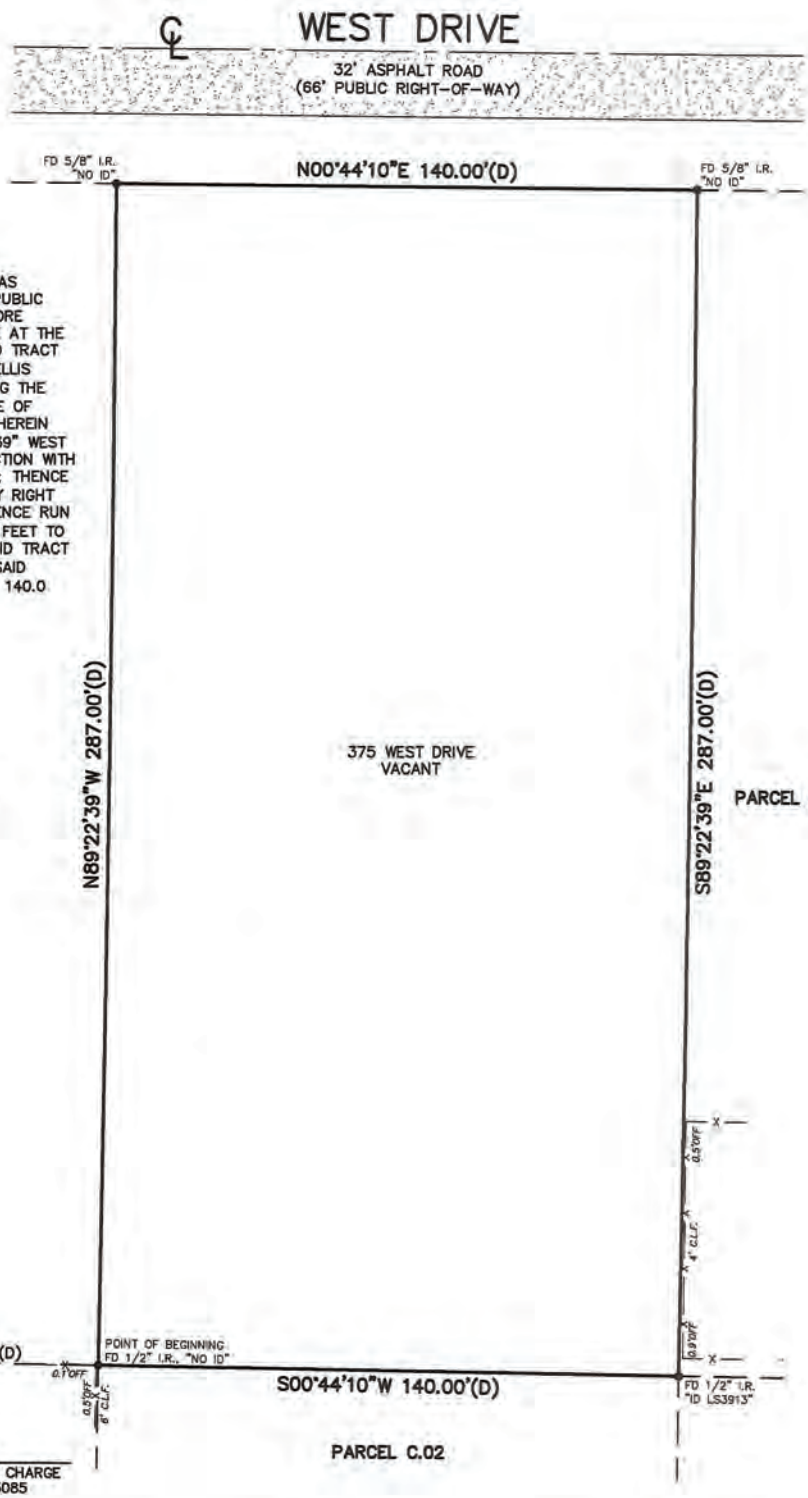
BOUNDARY SURVEY



LEGAL:
LOT 14, TRACT "B", INDUSTRIAL PLAZA UNIT ONE, AS RECORDED IN PLAT BOOK 26, PAGE 103, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICURALLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHEAST CORNER OF SAID TRACT "B" AND THE NORTHERLY RIGHT OF WAY LINE OF ELLIS ROAD; THENCE RUN NORTH 00° 44'10" EAST, ALONG THE EASTERN LINE OF SAID TRACT "B" FOR A DISTANCE OF 682.0 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE RUN NORTH 89°22'39" WEST FOR A DISTANCE OF 287.0 FEET, TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF WEST DRIVE; THENCE RUN NORTH 00°44'10" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 140.0 FEET; THENCE RUN SOUTH 89°22'39" EAST FOR A DISTANCE OF 287.0 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT "B"; THENCE RUN SOUTH 00°44'10" WEST, ALONG SAID EASTERLY LINE OF TRACT "B" FOR A DISTANCE OF 140.0 FEET, TO THE POINT OF BEGINNING

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

LEGEND

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

SURVEYOR'S NOTES:

1) THE BEARING SYSTEM SHOWN HEREON IS BASED ON A ASSUMED BEARING OF N.00°44'10"E., ALONG THE EAST RIGHT-OF-WAY LINE OF WEST AVE.

2) AS PER FLOOD INSURANCE RATE MAP NO.12009C 0577 G, INDEX DATED 03-17-2014, THE ABOVE DESCRIBED PROPERTY LIES IN ZONE X.

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

4) UNDERGROUND UTILITIES AND FOUNDATIONS HAVE NOT BEEN SHOWN.

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

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

TYPE OF SURVEY: BOUNDARY SURVEY
PROJECT: 17-1412
SCALE: 1" = 30'
DATE: 05/19/2017
CAD FILE: 17-1412.DWG
F.B. NUMBER:
REVISION:

PRECISION LAND SURVEYING, INC.
PHONE: (321) 259-4600
FAX: (321) 259-4255
EMAIL: PLS@CFL.RR.COM
2900 LAKE WASHINGTON ROAD
SUITE 1
MELBOURNE, FLORIDA 32935

CERTIFIED TO:
Y ENTERPRISES, LLC

PRECISION LAND SURVEYING, INC. 17-1412 May 22, 2017 3:48 PM

ORDINANCE NO. 2025-31

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF 0.92± ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF WEST DRIVE, WEST OF EAST DRIVE AND NORTH OF ELLIS ROAD (375 WEST DRIVE); 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. (ANNX2025-0003)

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:

LOT 14, TRACT "B", INDUSTRIAL PLAZA UNIT ONE, AS RECORDED IN PLAT BOOK 26, PAGE 103, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHEAST CORNER OF SAID TRACT "B" AND THE NORTHERLY RIGHT OF WAY LINE OF ELLIS ROAD; THENCE RUN NORTH 00°44'10" EAST, ALONG THE EASTERN LINE OF SAID TRACT "B" FOR A DISTANCE OF 682.0 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE RUN NORTH 89°22'39" WEST FOR A DISTANCE OF 287.0 FEET, TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF WEST DRIVE; THENCE RUN NORTH 00°44'10" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 140.0 FEET; THENCE RUN SOUTH 89°22'39" EAST FOR A DISTANCE OF 287.0 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT "B"; THENCE RUN SOUTH 00°44'10" WEST, ALONG SAID EASTERLY LINE OF TRACT "B" FOR A DISTANCE OF 140.0 FEET, TO THE POINT OF BEGINNING.

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 August 18, 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 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

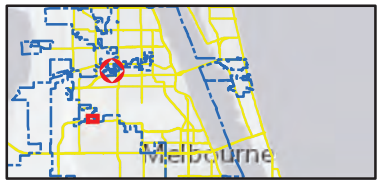
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Map

Ordinance No. 2025-31

GATORFIN WAREHOUSE
LOCATION MAP
ANNX2025-0003 | MAP2025-0010 | MAP2025-0009



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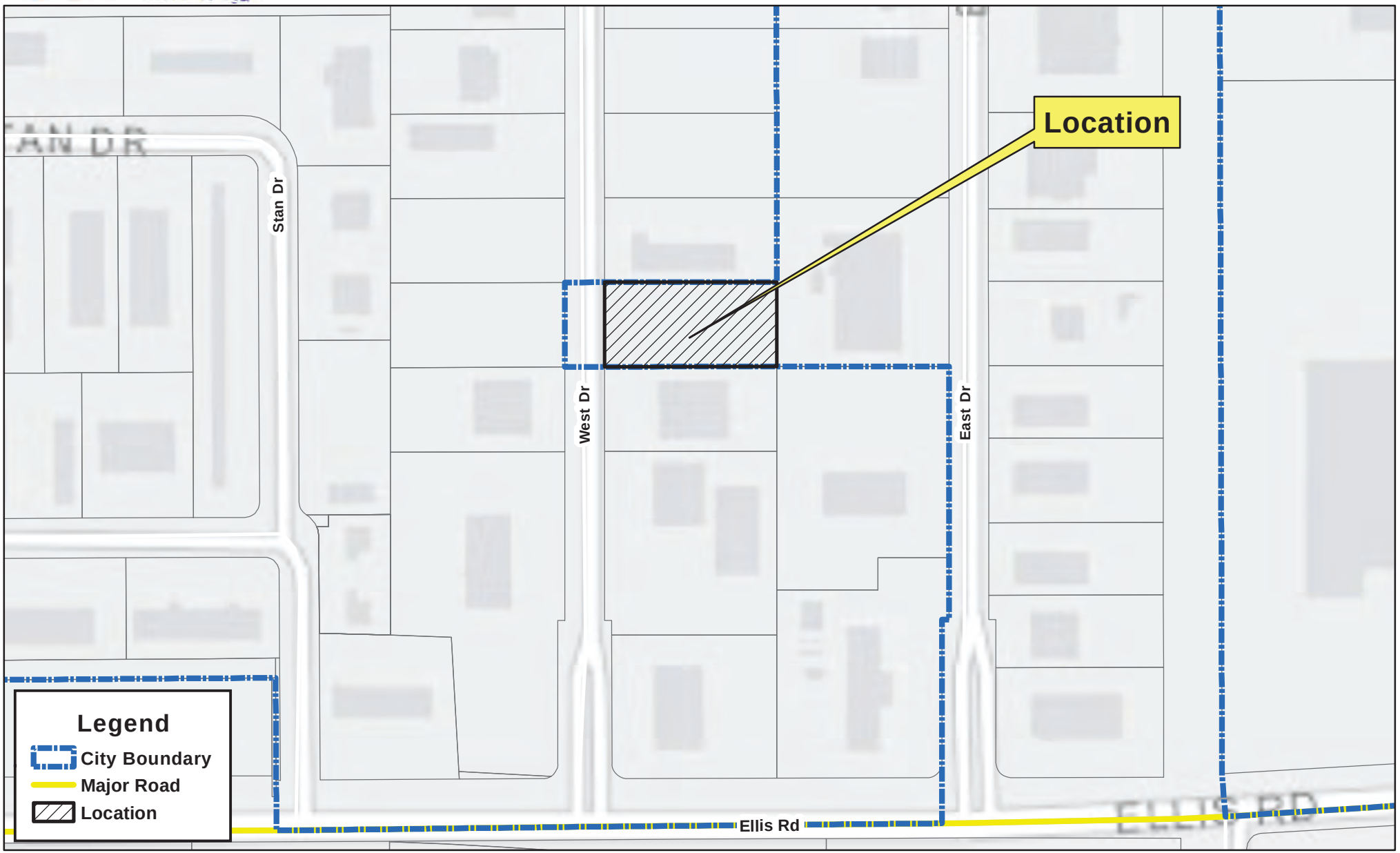

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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 6/5/2025 10:33:52 AM
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ORDINANCE NO. 2025-32

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 AN INDUSTRIAL FUTURE LAND USE MAP CLASSIFICATION ON 0.92± ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF WEST DRIVE, WEST OF EAST DRIVE AND NORTH OF ELLIS ROAD (375 WEST DRIVE); PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2025-0010)

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 July 8 and July 22, 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 over-crowding 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; Ordinance No. 2025-20 and Ordinance No. 2025-21, adopted April 22, 2025; ~~and~~ Ordinance No. 2025-25, adopted June 10, 2025; and Ordinance No. 2025-32, adopted July 22, 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 MAP2025-0010 consists of an amendment to the Future Land Use Map by establishing an Industrial Future Land Use Map classification on 0.92± acres of property located on the east side of West Drive, west of East Drive and north of Ellis (375 West Drive).

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 day of , 2025 and adopted on second/final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

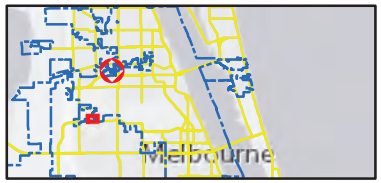
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit “A”

Ordinance No. 2025-32

GATORFIN WAREHOUSE
LOCATION MAP
ANNX2025-0003 | MAP2025-0010 | MAP2025-0009



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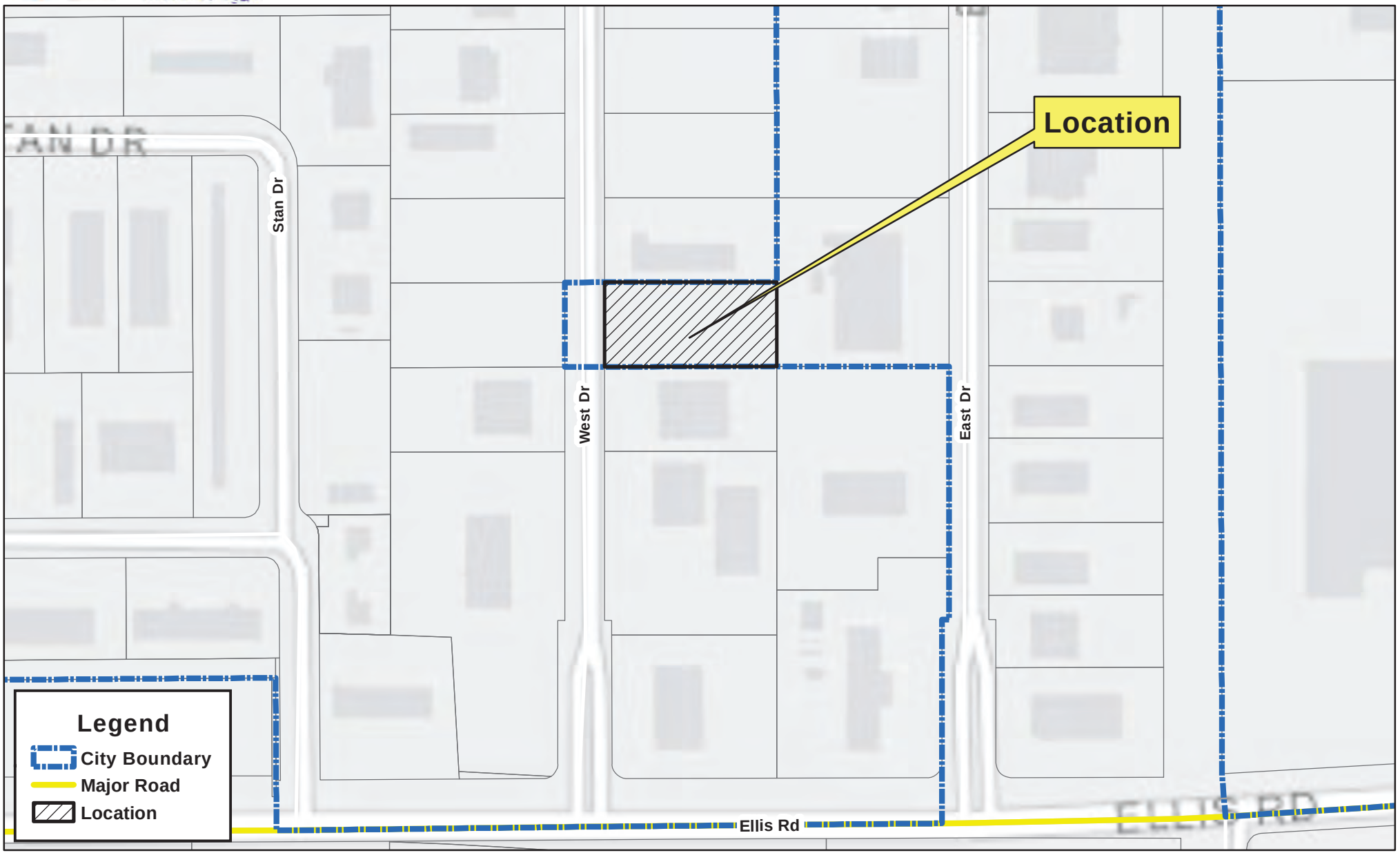
GIS Portal: *https://maps.mlbfl.org/arcgis*
ArcGIS Online: *https://mgis.maps.arcgis.com*

240 0 240 Feet
1 inch = 250 feet



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 consequential damages, arising from any User's use or misuse of the property records or mapping data provided herein.

Title: GATORFIN WAREHOUSE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 6/5/2025 10:33:52 AM
Document Name: GATORFIN ANNEXATION EXHIBIT Map
Document Location: G:\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\GATORFIN ANNEXATION EXHIBIT Map.mxd

City of Melbourne
Information Technology Department
GIS Division
900 E Strawbridge Av Room 324
Melbourne, FL 32901
P: (321) 608.7700
Fax: (321) 608.7719
Email: GIS@mlbfl.org

ORDINANCE NO. 2025-33

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 M-1 (LIGHT INDUSTRIAL) ZONING ON 0.92± ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF WEST DRIVE, WEST OF EAST DRIVE AND NORTH OF ELLIS ROAD (375 WEST DRIVE); PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2025-0009).

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 M-1 (Light Industrial) zoning on 0.92± acres of property located on the east side of West Drive, west of East Drive and north of Ellis Road (375 West Drive). The property is described as:

LOT 14, TRACT "B", INDUSTRIAL PLAZA UNIT ONE, AS RECORDED IN PLAT BOOK 26, PAGE 103, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE SOUTHEAST CORNER OF SAID TRACT "B" AND THE NORTHERLY RIGHT OF WAY LINE OF ELLIS ROAD; THENCE RUN NORTH 00°44'10" EAST, ALONG THE EASTERN LINE OF SAID TRACT "B" FOR A DISTANCE OF 682.0 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PROPERTY; THENCE RUN NORTH 89°22'39" WEST FOR A DISTANCE OF 287.0 FEET, TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF WEST DRIVE; THENCE RUN NORTH 00°44'10" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 140.0 FEET; THENCE RUN SOUTH 89°22'39" EAST FOR A DISTANCE OF 287.0 FEET TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID TRACT "B"; THENCE RUN SOUTH 00°44'10" WEST, ALONG SAID EASTERLY LINE OF TRACT "B" FOR A DISTANCE OF 140.0 FEET, TO THE POINT OF BEGINNING.

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. 2025-32 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 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. 2025-33

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.15.

Subject:
Ordinance No. 2025-34, Conditional Use Request (CU2025-0001), 1295 Cypress Avenue – Lamb and Co. Fish Market

Background/Consideration:
This is the first reading of an ordinance granting a conditional use to allow the sale and consumption of alcoholic beverages (beer and wine) on premises, accessory to a retail fish market, on a portion of a 0.47±-acre developed parcel zoned C-2 (General Commercial District), located on the east side of Cypress Avenue, south of Eau Gallie Boulevard and north of Orange Street. The property is designated as General Commercial on the City's Future Land Use Map, and is located within Council District 2, the Olde Eau Gallie Riverfront CRA, the Eau Gallie Activity Center and the Central Business Overlay Zone (CB-OZ).

The request is located in a 1,400± square-foot unit within a multi-tenant plaza. The applicant proposes to serve beer and wine, an accessory to their existing retail fish market. The on-premise consumption of alcohol, when not in conjunction with a restaurant, requires conditional use approval in the C-2 zoning district. The establishment specializes in selling locally sourced seafood and is open from 10:00 a.m. to 6:30 p.m. Tuesday through Saturday.

The floor plan identifies the layout of the existing fish market, which includes one unisex bathroom. Since the site only has one unisex bathroom, the total occupancy of the unit will be limited to no more than 50 people. The only seating proposed in the unit is a six-foot bench for the customers to utilize while awaiting their orders.

Within a 500-foot radius of the subject property there is a mixture of uses such as retail, office, restaurant, residential, and institutional (a fire station). A vacant commercial building is located across Cypress Avenue and commercial uses surround the subject site on all sides. The nearest residential use (a two-unit residential building) is located approximately 180 feet southwest of the fish market (798 and 800 Orange Street).

Staff have added multiple conditions to the ordinance to ensure that the on-premises consumption of alcoholic beverages (beer and wine) will not affect the surrounding area. These conditions include: consumption of alcoholic beverages shall be an accessory to the retail fish market; a maximum occupancy of 50 persons; consumption of alcohol will be entirely within the interior of the building; two or more violations of the City's noise regulations or occupancy is a breach of the conditional use;

and other related conditions.

During the June 5, 2025 meeting, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-34, based upon the findings and conditions contained within the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, Community Development Director

From: Cheryl A. Dean, AICP, Planning Manager

Re: **Conditional Use Request (CU2025-0001) 1295 Cypress Avenue – Lamb and Co. Fish Market**

Date: June 26, 2025

Owner/Applicant/Representative

- Property Owner: Avigdor Landman Living Trust/Vicky Landman
- Applicant/Representative: Leigh Hinton

Proposed Action

This is a request for a conditional use approval to allow the sale and consumption of alcoholic beverages (beer and wine) on premises, accessory to an existing retail fish market, in a 1,400±-square foot unit located on 0.47±-acre developed acres, zoned C-2 (General Commercial District).

Location

The property is located on the east side of Cypress Avenue, south of Eau Gallie Boulevard and north of Orange Street in Township 27, Range 37, Section 21 (1295 Cypress Avenue). This property is located within City Council District 2, the Olde Eau Gallie Riverfront CRA, the Eau Gallie Activity Center and the Central Business Overlay Zone (CB-OZ).

History

The request is located in one unit of a multi-tenant building located on Lots 3, 4, 5, and a portion of Lot 6, Block E, Resubdivision of a Portion of the Eau Gallie Subdivision (PB 8, PG 29), recorded in 1930. The building was constructed in 1964.

The property has a General Commercial Future Land Use Map designation.

Adjacent Land Use and Zoning Information

Access:	Cypress Avenue, along the west property line
To the East:	Restaurant (Mustard's)
Zoning:	C-2
Land Use:	General Commercial
To the North:	Multi-tenant commercial building

Zoning:	C-2
Land Use:	General Commercial
To the West:	Across Cypress Avenue, vacant, improved, commercial property
Zoning:	C-3
Land Use:	Mixed Use
To the South:	Vehicle sales
Zoning:	C-2
Land Use:	General Commercial

Issues and Considerations

The applicant proposes to serve beer and wine in conjunction with an existing retail fish market. The on-premise consumption of alcohol, when not in conjunction with a restaurant, requires conditional use approval in the C-2 zoning district. The Conditional Use standards are located in Appendix B, Article IX, Section 5. Additional stipulations for the sale and consumption of alcohol on premises are presented in Appendix B, Article VI, Section 2(Q). The applicant will be required to obtain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

- Restaurant: Per City Code, a business is a "restaurant" if the sale of food and non-alcoholic beverages constitutes at least 51 percent of the gross revenue of the establishment. A restaurant must contain a fully equipped kitchen in operating condition. The kitchen must be used to prepare and serve meals for profit on a regular basis to the general public. Lamb and Co. Fishmongers does not meet the definition of a restaurant.

- Bar/Tavern: A business is considered a "bar/tavern" if it sells more alcoholic drinks than food and non-alcoholic beverages. A 2COP beverage license issued by the Division of Alcoholic Beverages & Tobacco (ABT) does not require the sale of food and non-alcoholic beverages.

The Site

The subject property is the site of a 1,400± square foot unit, attached to similar units in a building located along the east side of Cypress Avenue. The conditional use request is only for this 1,400± square foot unit. The applicant's business plan states they specialize in selling locally sourced seafood. Customers are able to visually inspect their seafood purchases at this shop. The applicant is requesting the conditional use in order to provide complementary beverages such as beer and wine to customers as they shop for seafood or wait on their purchases. The applicant also intends to host occasional wine tasting events. There is one existing six-foot-long wood bench identified on the applicant's floor plan for customer seating.

The attached floorplan identifies a layout with fish display cases, product preparation areas, an office, a customer service area with a reach in freezer, and one unisex bathroom. Since the site only has one unisex bathroom, total occupancy of the fish market will be limited to no more than 50 persons.

The applicant's business plan indicates the establishment is open from 10:00 a.m. to 6:30 p.m. Tuesday through Saturday.

Surrounding Area:
The Conditional Use standards require a determination that the proposed use will not be harmful to the neighborhood or otherwise detrimental to the public welfare, and are in harmony with the general purpose of the zoning ordinance. The character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such buildings, and traffic conditions in the vicinity are all factors that shall be reviewed in this determination.

The subject site is located in the urban downtown Eau Gallie area.

Multiple conditions are proposed by staff to ensure that the on-premise consumption of alcoholic beverages (beer and wine) will not affect the surrounding area. These conditions, which were discussed and determined with staff from the Code Enforcement Division and the Police Department, include:

- The consumption of beer and wine shall be accessory to a retail fish market;
- The discontinuation of use for consumption of alcoholic beverages for six consecutive months will result in the expiration of the conditional use;
- The consumption of alcohol shall be entirely within the interior of the building;
- Seating is limited to the six-foot-long-bench identified on the floor plan;
- Occupancy will be limited to 50 persons;
- Two or more violations of the City's noise regulations is a breach of the conditional use;
- The owner/applicant shall comply with the attached floor plan;
- A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if the establishment's occupancy is increased beyond 50 persons or if additional seating is requested;
- Building permits from the City will be required for any future interior and exterior renovations; and
- The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any applicable future exterior modifications to the site.

JPA Review Comments:
The project is not located within the Joint Planning Agreement review area.

Mobility/Concurrency:
The subject property is located in Mobility District B (Redevelopment/US 1 Corridor area). The applicant is already using the existing building footprint for this business. Consequently, the proposal does not result in an increase of usable gross floor area. As such, the applicant is not required to construct mobility improvements or make a payment in lieu of providing the improvement. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Sanitary sewer service is also available from the City.

Summary

The applicant is required to request a conditional use for the on-premise consumption of alcoholic beverages (beer and wine), accessory to a retail fish market, since the site is not operating as a restaurant per Melbourne City Code requirements.

- Since the property lies within the Olde Eau Gallie Riverfront Melbourne Community Redevelopment District (CRA), the Historic and Architectural Review Board (HARB) must approve any future exterior renovations, including painting, awnings, and signs.
- Building permits from the City will be required for any future interior and exterior renovations.
- The proposed conditional use complies with the City's Future Land Use Map and Comprehensive Plan policies, subject to the conditions of approval.
- This business is not located within five hundred (500) feet of an adult entertainment establishment as defined in Chapter 21.0 of the Melbourne City Code, or the adult entertainment district as described in Section 2(A)(3) of this article.
- This business is located within one of the City of Melbourne's Community Redevelopment (CRA) Districts and is therefore exempt from the distance requirements from churches and schools.
- This is an existing, developed site and therefore was not required to submit an environmental report.

Planning & Zoning Board Action

During the June 5, 2025 meeting, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Recommendation

Based on the findings contained in the Planning and Zoning Board memorandum, for a developed property located on the east side of Cypress Avenue, south of Eau Gallie Boulevard and north of Orange Street, more specifically known as 1295 Cypress Avenue, the Planning and Zoning Board and Community Development Department recommend:

Approval of CU2025-0001, for a conditional use to allow the sale and consumption of alcoholic beverages (beer and wine) on premises, accessory to a retail fish market, in a 1,400±-square foot unit located on 0.47±-acre developed acres, zoned C-2 , with the following conditions:

a. **Sales and Consumption within Building**: The sale, service and consumption of alcohol is to be located completely within the building identified as 1295 Cypress Avenue. Consumption of beer and wine only, shall be limited to the hours of operation identified in the applicant's business plan. The applicant is required to maintain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

b. **Accessory Use:** The sale, service and consumption of alcohol shall be in conjunction with retail sales. If the sale, service and consumption of alcohol is not

related to a principal retail sales use, a new Conditional Use will be required for the exclusive sale, service and consumption of alcohol at this address.

c. **Chapter 6 Requirements**: The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

d. **Floor Plan:** The owner/applicant shall comply with the attached floor plan at all times, with a maximum overall occupancy of 50 persons. No additional seating may be added beyond the six-foot-long bench depicted on the applicant's floor plan. A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if additional seating is requested.

e. **Occupancy**: The maximum occupancy for the building located at 1295 Cypress Avenue will be 50 persons. Any increase in this occupancy limit of 50 persons will require the addition of a second bathroom facility. In addition, an increase in occupancy will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for any future modifications to the site.

g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

h. **Business Tax Receipt**: Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the additional operation of a bar/tavern at this site in conjunction with a retail establishment.

i. **Historic and Architectural Review Board Approval**: The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any future exterior modifications to the site.

j. **Expiration of Conditional Use:** The discontinuation of use for consumption of beer and wine for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

k. **Re-Evaluation:** A finding of violation of any of these conditions may result in re-evaluation of this conditional use by City Council. Findings of two or more major violations within any six-month period shall require an immediate re-evaluation of this conditional use by City Council.

l. **Advertising:** Exterior signage advertising beer and wine is prohibited.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Conditional Use Request (CU2025-0001) 1295 Cypress Avenue – Lamb and Co. Fish Market**
Date:	June 6, 2025
Owner:	Avigdor Landman Living Trust/Vicky Landman
Applicant/ Representative:	Leigh Hinton

The Planning and Zoning Board, at its regular scheduled meeting of June 5, 2025, reviewed the above referenced Conditional Use request.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of a conditional use to allow the sale and consumption of alcoholic beverages (beer and wine) on premises, accessory to a retail fish market, in a 1,400±-square foot unit located on 0.47±-acre developed acres, zoned C-2 (General Commercial District), on the east side of Cypress Avenue, south of Eau Gallie Boulevard and north of Orange Street (1295 Cypress Avenue), pursuant to the following findings and conditions:

Findings for Conditional Use

1. The requested Conditional Use to allow the sale and consumption of alcoholic beverages (beer and wine) on premises, in a C-2 zoning district is consistent with the area's Mixed Use Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.

2. The site is designated as General Commercial on the Future Land Use Map and is zoned C-2. The C-2 zoning district permits a variety of commercial uses and the consumption of alcoholic beverages on premises are conditional uses in this district. Approval of the Conditional Use for consumption of alcoholic beverages on premises is subject to specific use standards and conditions contained in Appendix B, Article VI, Section 2(Q) which ensure the proposal is consistent with City Code regulations. Staff has drafted multiple conditions that ensure the subject request is consistent with City Code requirements.

3. The proposed Conditional Uses should not change the general character of the area since a variety of commercial establishments are located in the general

vicinity of the subject property. In addition, the property is already used for commercial purposes and the consumption of beer and wine will take place completely within the building located on this site. The requested Conditional Uses are subject to Appendix B, Article IX, Section 5 of City Code. The Conditional Use for the on-premise consumption of alcoholic beverages is subject to additional use standards found in Appendix B, Article VI, Section 2(Q) of City Code.

4. The proposed conditional uses must meet the requirements of City Code, including the consumption of alcoholic beverages on premises use standards and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed project should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:

   a. The appearance and function of the neighborhood will not be significantly lessened due to the proposed conditional use since the subject site is already used for commercial purposes and the consumption of beer and wine will be accessory to an existing retail fishmonger shop. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.

   b. The application does not impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.

   c. The proposed project should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of the subject property, and all regular activity will be located within the existing building at 1295 Cypress Avenue.

   d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues. The site is already used for commercial purposes and a condition has been added that the sale and consumption of alcoholic beverages shall be located completely inside the building unit identified as 1295 Cypress Avenue.

5. Adequate transportation facilities are in place to serve the subject property. The site has direct access to West Eau Gallie Boulevard and U.S. Highway 1 via Cypress Avenue and Orange Street. Traffic counts on nearby Eau Gallie Boulevard average 17,300 vehicle trips per day (2024) and 56,480 (2024) on nearby U.S. Highway 1 (North Harbor City Boulevard).

6. The proposal is consistent with Future Land Use Element Policy 1.19.1, which states the City shall continue to promote vitality and redevelopment of the three community redevelopment areas it established pursuant to F.S. Ch. 163: the

Historic Downtown Melbourne CRA, the Babcock Street CRA and the Old Eau Gallie Riverfront CRA, as directed in the respective Community Redevelopment Plans. The proposal relates to an existing business in the Olde Eau Gallie Riverfront CRA.

7. The proposed Conditional Use is in compliance with the standards outlined in Appendix B, Article V, Section 2 (use and dimensional standards table); Appendix B, Article VI, Section 2(Q) (sale or service of alcoholic beverages, specifically beer and wine, for consumption on premises); and Appendix B, Article IX, Section 5 (Conditional Uses). Staff has drafted multiple conditions that ensure the subject request is consistent with City Code requirements, including ones relating to safety, noise, and occupancy standards.

8. The maximum densities/intensities for each category are identified in the Comprehensive Plan. Per Future Land Use Element Policy 1.2.1, 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 applicant is operating this business in a developed commercial building that is zoned C-2. The subject site is an urban building located in the heart of the Olde Eau Gallie Riverfront CRA.

9. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the City. The site is already developed with commercial uses and the building is located in an intensely developed downtown urban area and multiple conditions are proposed by staff to ensure that the on-premise consumption of alcoholic beverages will not affect the surrounding area. The subject site is already used for commercial purposes and the consumption of beer and wine will be accessory to an existing retail fishmonger shop.

Conditions

a. **Sales and Consumption within Building**: The sale, service and consumption of alcohol is to be located completely within the building identified as 1295 Cypress Avenue. Consumption of beer and wine only, shall be limited to the hours of operation identified in the applicant's business plan. The applicant is required to maintain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

b. **Accessory Use:** The sale, service and consumption of alcohol (beer and wine) shall be in conjunction with retail sales. If the sale, service and consumption of alcohol is not related to a principal retail sales use, a new Conditional Use will be required for the exclusive sale, service and consumption of alcohol at this address.

c. **Chapter 6 Requirements**: The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

d. **Floor Plan:** The owner/applicant shall comply with the attached floor plan at all times, with a maximum overall occupancy of 50 persons. No additional seating may be added beyond the six-foot-long bench depicted on the applicant's floor plan. A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if additional seating is requested.

e. **Occupancy**: The maximum occupancy for the building located at 1295 Cypress Avenue will be 50 persons. Any increase in this occupancy limit of 50 persons will require the addition of a second bathroom facility. In addition, an increase in occupancy will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for any future modifications to the site.

g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

h. **Business Tax Receipt**: Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the additional operation of a bar/tavern at this site in conjunction with a retail establishment.

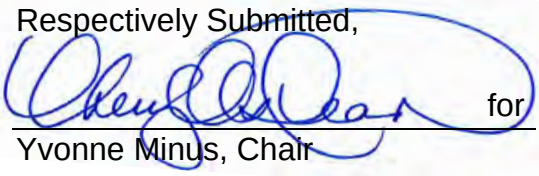
i. **Historic and Architectural Review Board Approval**: The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any future exterior modifications to the site.

j. **Expiration of Conditional Use:** The discontinuation of use for consumption of beer and wine for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

k. **Re-Evaluation:** A finding of violation of any of these conditions may result in re-evaluation of this conditional use by City Council. Findings of two or more major violations within any six-month period shall require an immediate re-evaluation of this conditional use by City Council.

l. **Advertising:** Exterior signage advertising beer and wine is prohibited.

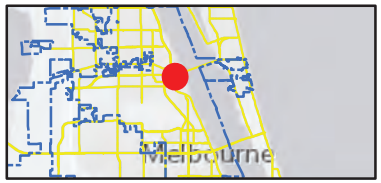
Respectively Submitted,



for

Yvonne Minus, Chair
Planning and Zoning Board

LAMB & CO, FISH MARKET
LOCATION MAP
CU2025-0001



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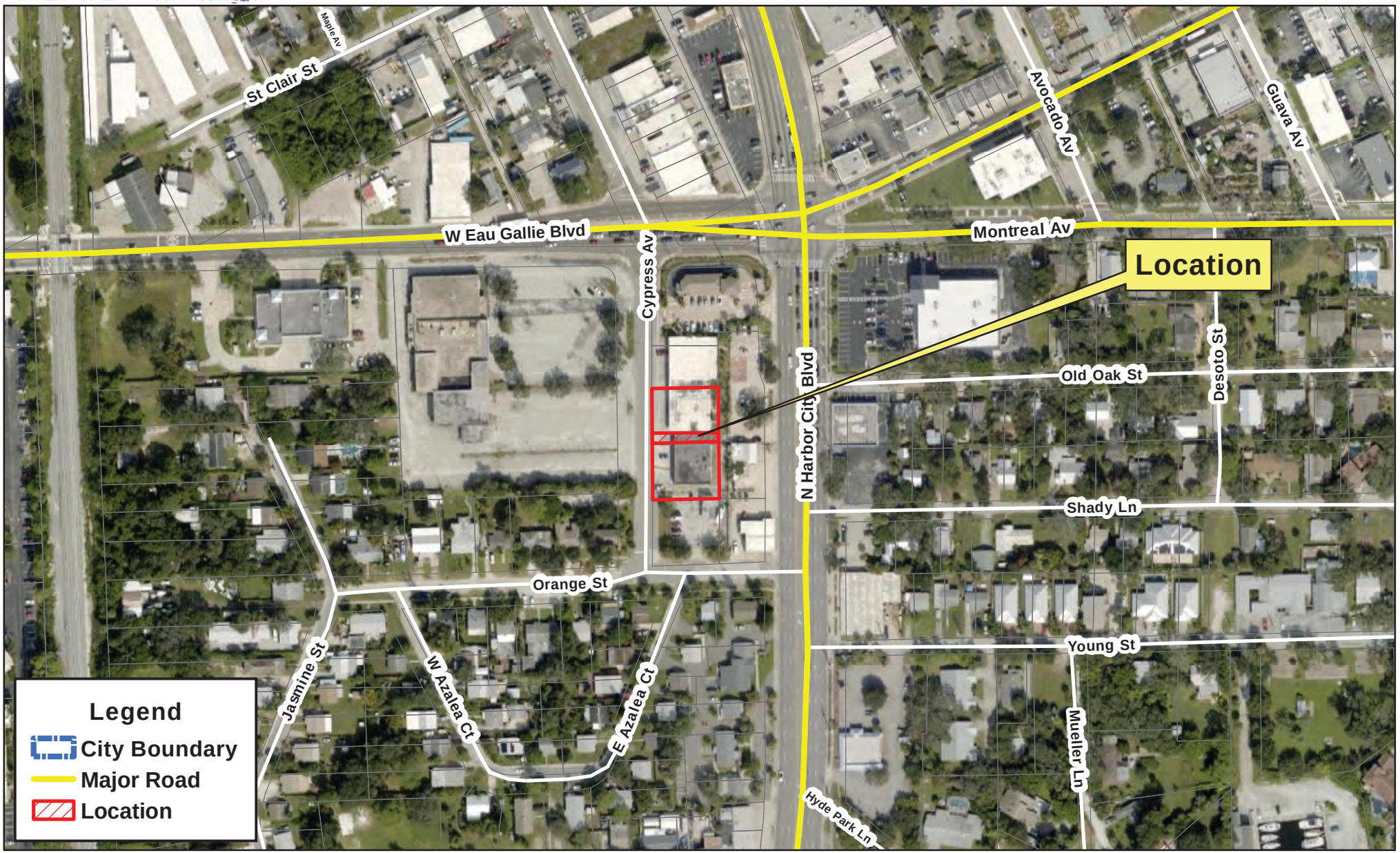
GIS Portal: *https://maps.mlbfl.org/arcgis*
ArcGIS Online: *https://mgis.maps.arcgis.com*

240 0 240 Feet
1 inch = 250 feet



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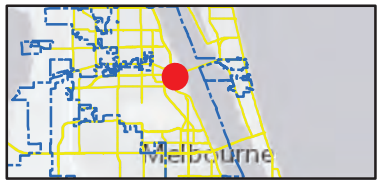
Title: LAMB & CO, FISH MARKET
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 5/21/2025 10:27:06 AM
Document Name: LAMB & FISHMONGERS LOCATION Map
Document Location: G:\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\LAMB & FISHMONGERS LOCATION Map.mxd

City of Melbourne
Information Technology Department
GIS Division
900 E Strawbridge Av Room 324
Melbourne, FL 32901
P: (321) 608.7700
Fax: (321) 608.7719
Email: GIS@mlbfl.org

LAMB & CO, FISH MARKET
FUTURE LAND USE AND ZONING MAP
CU2025-0001



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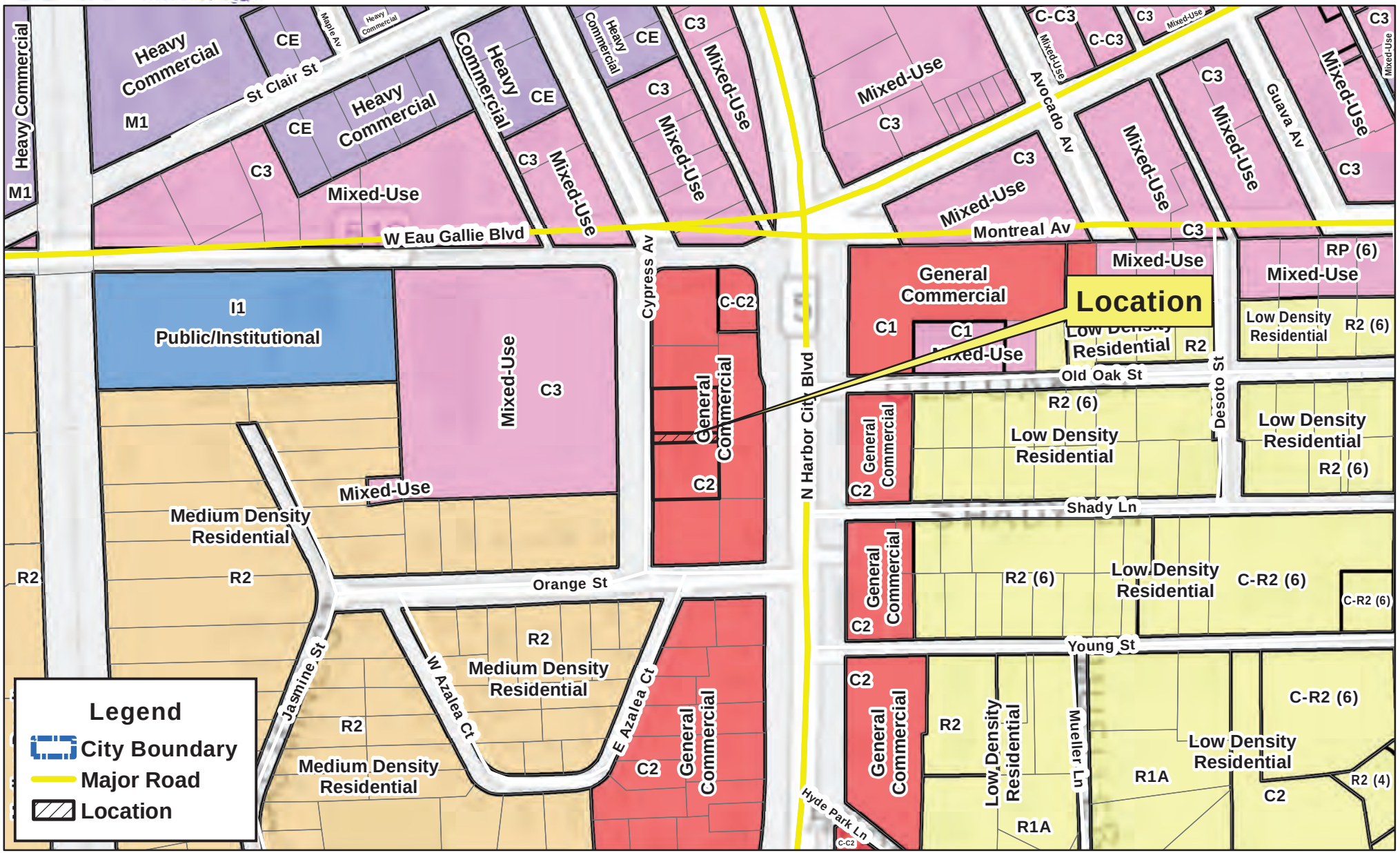
ArcGIS Online: https://mgis.maps.arcgis.com

240 0 240 Feet
1 inch = 250 feet



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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 5/21/2025 10:30:41 AM
Document Name: LAMB & FISHMONGERS LOCATION Map
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Email: GIS@mlbfl.org

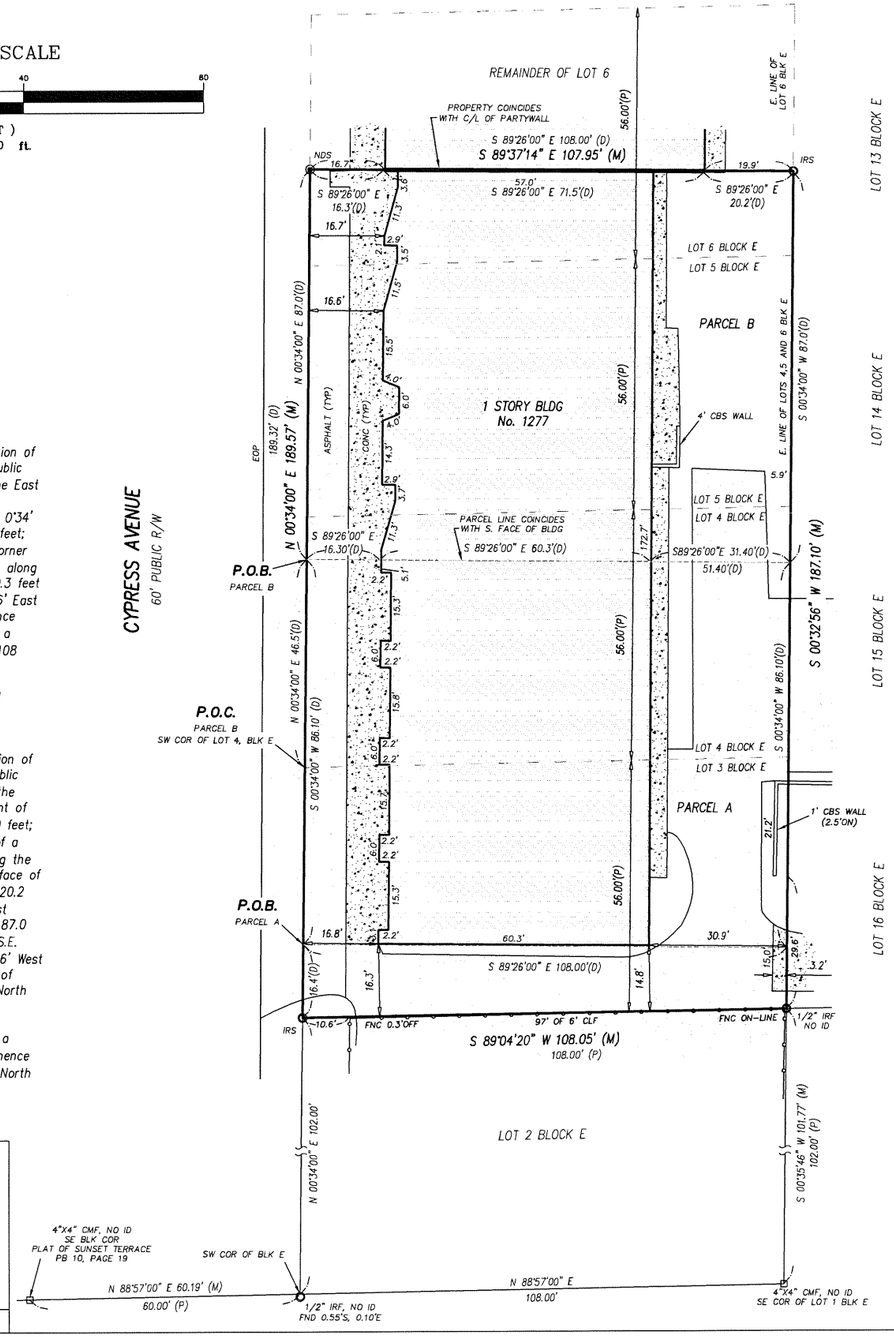
MAP OF BOUNDARY SURVEY

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

NORTH



LEGAL DESCRIPTION:

(ORB 3120, PAGE 4211)
PARCEL A:
From the S.W. corner of Lot 3, Block E, Resubdivision of a portion of the City of Eau Gallie, as recorded in Plot Book, 8, Poge 29, public records of Brevard County, Florida, run North 0°34'East along the East line of Cypress Avenue a distance of 16.4 feet to the point of beginning of the herein described parcel; thence continue North 0°34' East along the East line of Cypress Avenue a distance of 86.1 feet; thence south 89°26' East a distance of 16.3 feet to the S.W. corner of a concrete block building; thence continue South 89°26' East along the South face of said concrete block building a distance of 60.3 feet to the S.E. corner of said building; thence continue South 89°26' East a distance of 31.4 feet to the East line of Lot 4, Block E, thence south 0°34' West along the East line of Lots 3 and 4, Block E, a distance of 86.1 feet; thence North 89°26' West a distance of 108 feet to the point of beginning

TOGETHER with the 16.4 feet, lying between the above described property and the South line of Lot 3, Block E.

PARCEL B:
From the S.W. corner of Lot 4, Block E, resubdivision of a portion of the City of Eau Gallie, as recorded in Plat Book 8, page 29, public records of Brevard County, Florida, run North 0°34' East along the East line of Cypress Avenue a distance of 46.5 feet to the point of beginning; thence continue North 0°34' East, a distance of 87.0 feet; thence South 89°26' East a distance of 16.3 feet to the face of a concrete block building; thence continue South 89°26' East along the center line of a party wall a distance of 71.5 feet to the rear face of said building; thence continue South 89°26' East a distance of 20.2 feet to the East line of Lot 6, Block E; thence South 0°34' West along the East line of Lots 4, 5 and 6, Block E, a distance of 87.0 feet; thence North 89°26' West a distance of 51.4 feet to the S.E. corner of a concrete block building; thence continue North 89°26' West along the South line of said concrete block building a distance of 60.3 feet to the S.W. corner of said building; thence continue North 89°26' West a distance of 16.3 feet to the point of beginning.

Line 17 of the furnished legal description for Parcel B contains a scrivenor's error. It is the surveyor's opinion that the call of "thence North 89°26' West a distance of 51.4 feet" should read thence North 89°26' West a distance of 31.4 feet".

CERTIFICATION:

I HEREBY CERTIFY: THAT THE ATTACHED SURVEY WAS DONE UNDER MY DIRECTION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

DATE: 1/30/14

JOEL A. SEYMOUR PROFESSIONAL LAND SURVEYOR AND MAPPER
STATE OF FLORIDA No. 6133

DRAWN BY: JED	SCALE 1 INCH = 20 FEET

LEGEND

A = ARC
A/C = AIR CONDITIONER
BFE = BASE FLOOD ELEVATION
BLDG = BUILDING
BLK = BLOCK
BM = BENCHMARK
BRG = BEARING
(C) = CALCULATED
CATV = CABLE TELEVISION
CBS = CONCRETE BLOCK STRUCTURE
CHD = CHORD
C/L = CENTERLINE
CLF = CHAIN LINK FENCE
CMF = CONCRETE MONUMENT FOUND
CMP = CORRUGATED METAL PIPE
CONC = CONCRETE
COR = CORNER
(D) = DEED
DB = DEED BOOK
DA = DELTA ANGLE
ELEC = ELECTRIC
ELEV = ELEVATION
ENC = ENCROACHMENT
EOP = EDGE OF PAVEMENT
ESMT = EASEMENT
FB = FIELD BOOK
FEMA = FEDERAL EMERGENCY MANAGEMENT AGENCY
FF = FINISHED FLOOR
FNC = FENCE
FND = FOUND
FP&L = FLORIDA POWER & LIGHT COMPANY
ID = IDENTIFICATION
IPF = IRON PIPE FOUND
IRC = IRON ROD & CAP FOUND
IRF = IRON ROD FOUND
IRS = 5/8" IRON ROD SET "LB 7838"
LB = LICENSED BUSINESS NUMBER
LS = (RLS) or (PLS) REGISTERED OR PROFESSIONAL LAND SURVEYOR
(M) = MEASURED
NDF = NAIL & DISK FOUND
NDS = 1 1/4" NAIL & DISK SET "LB 7838"
NGVD = NATIONAL GEODETIC VERTICAL DATUM
No. = NUMBER
O/H = OVERHEAD
ORB = OFFICIAL RECORDS BOOK
O/S = OFFSET
(P) = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PCP = PERMANENT CONTROL POINT
PI = POINT OF INTERSECTION
PLS - PROFESSIONAL LAND SURVEYOR
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PT = POINT OF TANGENCY
PUDE = PUBLIC UTILITY & DRAINAGE EASEMENT
PUE = PUBLIC UTILITY EASEMENT
R = RADIUS
REF = REFERENCE
RNG = RANGE
R/W = RIGHT OF WAY
SEC = SECTION
SFHA = SPECIAL FLOOD HAZARD AREAS
TEL= TELEPHONE RISER
TWP = TOWNSHIP
TYP = TYPICAL
UP = UTILITY POLE
WD = WOOD
WIT-COR = 5/8" IRON ROD SET WITH CAP "WITNESS LB 7838"
WM = WATER METER
XCF = CROSS CUT FOUND

CERTIFIED TO: JOSE LANDMAN

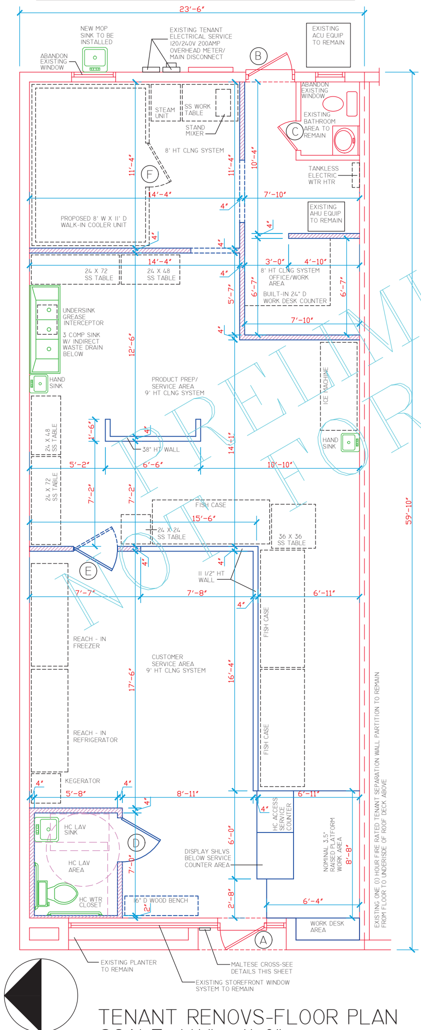
NOTES:

1. BEARINGS BASED ON THE E. R/W BEING N 00°34'00" E AS PER DEED (SEE SKETCH)
2. ELEVATIONS BASED ON _____
3. FLOOD ZONE "X", MAP No. 12009C0444E COMMUNITY No. 120025, NOVEMBER 19, 1997. FLOOD ZONE INFORMATION DEPICTED HEREON IS APPROXIMATE. FEMA RETAINS SOLE AUTHORITY REGARDING BOUNDARY AND EXTENT OF SFHA.
4. HORIZONTAL CLOSURE MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS FOR SUBURBAN LAND AS PER FLORIDA STATUTE 61G17-6.003
5. BEARINGS, DISTANCES OR ANGLES SHOWN ARE THE SAME AS PLAT, DEED OR RECORD UNLESS SHOWN OTHERWISE.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.
7. THE SURVEYOR HAS NOT LOCATED NOR ATTEMPTED TO LOCATE ANY UNDERGROUND UTILITIES, FOUNDATIONS, OR STRUCTURES OTHER THAN THOSE THAT MAY BE SHOWN HEREON.
8. ONLY BOUNDARY CORNER MONUMENTS AS SHOWN HEREON ARE TO BE USED FOR THE LOCATION AND CONSTRUCTION OF IMPROVEMENTS.
9. UNLESS OTHERWISE INDICATED THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH OR ATTORNEY'S TITLE OPINION.

BOUNDARY	DATE: 1/20/14	JOB No. 33056
		FB 13-15-61
		EAUGALLE/L3BE

Kane Surveying, Inc.
FLORIDA LICENSED BUSINESS No. LB 7838
505 DISTRIBUTION DRIVE
MELBOURNE, FLORIDA 32904
(321) 676-0427 FAX (321) 984-1448

NOTE:
COORDINATE ALL ROUGH PLUMBING LOCATIONS WITH OWNER SELECTED FIXTURES PRIOR TO CONSTRUCTION



TENANT RENOVS-FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN NOTES

APPICABLE BUILDING CODES ARE AS FOLLOWS:
2020 FLORIDA BUILDING CODE (7TH ED) -EXIST BLDG
2020 FLORIDA BUILDING CODE (7TH ED)
2020 FLORIDA PLUMBING CODE (7TH ED)
2020 FLORIDA MECHANICAL CODE (7TH ED)
2020 FLORIDA FIRE PREVENTION CODE (7TH ED)
(INCLUDES 2018 NFPA # 1)
(INCLUDES 2018 NFPA # 101 LIFE SAFETY CODE)
2017 NATIONAL ELECTRICAL CODE

TENANT DATA:

BUILDING DATA- PROPOSED TENANT RENOVATIONS
TENANT: LAMB & CO FISH MONGERS
1295 CYPRESS AVENUE
MELBOURNE, FLORIDA

TENANT AREA = 1384 SQ FT (APPROX)

CONSTRUCTION TYPE - TYPE "V B"
UNSPRINKLERED

OCCUPANCY DATA

TOTAL TENANT AREA = 1384 SQUARE FEET (APPROX)
GROUP M - MERCHANTILE

1384 SF / 60 SF PER PERSON = 23 PERSONS

TOTAL OCCUPANTS = 23 OCCUPANTS

PLAN NOTES:

1. LOCKING DEVICES SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT FROM INSIDE THE BUILDING IN ACCORDANCE WITH 2018 NFPA # 101.
2. THE FLOOR ON BOTH SIDES OF A DOORWAY SHALL HAVE THE SAME ELEVATION FOR A DISTANCE AT LEAST EQUAL TO THE WIDEST LEAF IN ACCORDANCE WITH 2018 NFPA # 101
3. A LATCH OR OTHER FASTENING DEVICE SHALL BE PROVIDED WITH ONLY ONE KNOB, HANDLE, PANIC BAR OR OTHER SIMPLE TYPE OF RELEASING DEVICE IN ACCORDANCE WITH 2018 NFPA # 101
4. PROVIDE FIRE EXTINGUISHER(S) HAVING A MINIMUM RATING OF 2A – 10BC FOR EVERY 3,000 SF OF FLOOR AREA. TRAVEL DISTANCE TO AN EXTINGUISHER SHALL NOT EXCEED 75 FEET. ALL FIRE EXTINGUISHERS SHALL NOT BE LESS THAN 4" FROM THE FLOOR IN ACCORDANCE WITH NFPA AND FLORIDA FIRE PREVENTION CODE. THE GENERAL CONTRACTOR SHALL COORDINATE THE EXACT LOCATION/ NUMBER OF ALL FIRE EXTINGUISHER (S) REQUIRED PRIOR TO FINAL INSPECTION.
5. THE FIRE EXTINGUISHER (S) SHALL BE INSPECTED AND TAGGED BY A STATE OF FLORIDA CERTIFIED FIRE EXTINGUISHER COMPANY IN ACCORDANCE WITH NFPA AND FLORIDA FIRE PREVENTION CODE.

GENERAL NOTES

THE GENERAL CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS WITH SHOP, ELECTRICAL, MECHANICAL, PLUMBING, STRUCTURAL AND / OR SITE PLAN DRAWINGS AS APPLICABLE PRIOR TO START OF CONSTRUCTION

DO NOT SCALE DRAWINGS FOR DIMENSION PURPOSES. IF ANY QUESTIONS ARISE, NOTIFY ENGINEER AT ONCE FOR RESOLUTION PRIOR TO PROCEEDING.

CONTRACTORS AND SUB-CONTRACTORS SHALL BID FROM COMPLETE SETS OF DRAWINGS IN ORDER TO COORDINATE WITH OTHER TRADES.

THIS PROJECT IS FULLY UNDER THE JURISDICTION, PROVISIONS AND RULES OF THE 2020 FBC (7TH EDITION), THE AMERICANS WITH DISABILITIES ACT, 2018 NFPA 101 AND APPLICABLE LOCAL CODES AND ORDINANCES. THE DESIGN INTENT IS TO COMPLY.

PROVIDE MANUFACTURERS LITERATURE FOR ALL FLOOR FINISHES TO BE INSTALLED

INTERIOR FINISHES IN EXITS AND EXIT ACCESS AREAS SHALL BE CLASS " A " FINISHES IN OTHER AREAS SHALL BE CLASS " B " OR BETTER

ELECTRICAL OUTLETS, LOCATED IN A FIRE RATED WALLS, SHALL BE A MINIMUM OF 24" APART AND SHALL HAVE A UL LISTING FOR INTENDED USE

ALL PENETRATIONS IN FIRE RATED WALLS SHALL BE SEALED WITH UL APPROVED MATERIALS AND METHOD TO MAINTAIN THE INTEGRITY OF THE FIRE RATED ASSEMBLY

INTERIOR WALL SECTION NOTES:

1. PROVIDE SOLID WOOD BLOCKING FOR LOWER / UPPER CABINET INSTALLATION , SHELVING INSTALLATION WHERE REQUIRED
2. PROVIDE BATT INSULATION IN WALL CAVITIES (FOR SOUNDPROOFING PURPOSES) WHERE REQUIRED. COORDINATE LOCATIONS WITH OWNER DURING BIDDING PHASE.
3. PROVIDE SOLID BLOCKING FOR ALL WALL MOUNTED EQUIPMENT WHERE REQUIRED. COORDINATE W/ OWNER PRIOR TO CONSTRUCTION
4. PARTIAL HEIGHT WALL PARTITIONS SHALL BE FINISHED TO HEIGHTS INDICATED ON FLOOR PLAN
5. BRACE NEW WALL PARTITIONS TO STRUCTURE ABOVE AS REQUIRED.

NOTE:
IT IS THE RESPONSIBILITY OF THE OWNER/BUILDER TO FIELD VERIFY THE EXISTING STRUCTURE PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES MUST BE BROUGHT TO THE DESIGNER/ENGINEERS ATTENTION PRIOR TO ANY MODIFICATIONS

MODIFICATIONS TO THESE DRAWINGS DURING CONSTRUCTION IS NOT PERMITTED WITHOUT PRIOR APPROVAL BY ENGINEER OF RECORD

DOOR SCHEDULE

(A) EXISTING 36" W ALUMINUM FRAME/FIXED GLASS STOREFRONT ENTRY DOOR SYSTEM WITH HC ACCESSIBLE EGRESS HARDWARE, THRESH HOLD AND HC SELF CLOSURE DEVICE

(B) EXISTING 36" W EXTERIOR DOOR/FRAME WITH HC LEVERED EGRESS HARDWARE, THRESH HOLD AND HC SELF CLOSURE DEVICE PAINT FINISH EACH SIDE OF DOOR/FRAME AS SELECTED BY TENANT

(C) EXISTING 24" W INTERIOR DOOR/FRAME WITH HC LEVERED PRIVACY HARDWARE AND HC SELF CLOSURE DEVICE PAINT FINISH EACH SIDE OF DOOR/FRAME AS SELECTED BY TENANT

(D) INSTALL NEW 3/0 X 6/8 W INTERIOR DOOR/FRAME WITH HC LEVERED PRIVACY HARDWARE AND HC SELF CLOSURE DEVICE PAINT FINISH EACH SIDE OF DOOR/FRAME AS SELECTED BY TENANT

(E) INSTALL NEW 3/0 X 6/8 W INTERIOR DOOR/FRAME WITH DOUBLE SWING HARDWARE AND PUSH PLATE PAINT FINISH EACH SIDE OF DOOR/FRAME AS SELECTED BY TENANT

(F) NOMINAL 36" W INSULATED FREEZER DOOR SUPPLIED AND INSTALLED WITH FREEZER EQUIPMENT

INTERIOR FINISH SCHEDULE

PRODUCT PREP/SERVICE AREA
FLOORS:
TILE FLOORING WITH VINYL BASE TRIM

WALLS:
EPOXY PAINTED GYPSUM BOARD OVER WOOD STUD FRAMING

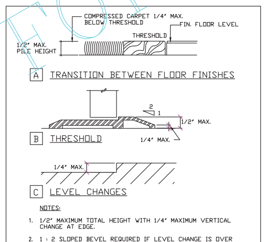
CEILINGS:
SUSPENDED ACOUSTICAL CEILING TILE/GRID SYSTEM
CEILING HTS VARY-SEE FLOOR PLAN

LAV AREA
FLOORS:
EPOXY PAINTED FLOORING WITH VINYL BASE TRIM
WALLS:
PAINTED GYPSUM BOARD OVER WOOD STUD FRAMING
(EPOXY PAINTED GYPSUM BOARD IN BATHROOM WALLS)
CEILINGS:
SUSPENDED ACOUSTICAL CEILING TILE/GRID SYSTEM
CEILING HTS VARY-SEE FLOOR PLAN

CUSTOMER SERVICE AREA
FLOORS:
EPOXY PAINTED FLOORING WITH VINYL BASE TRIM
VINYL TILE ON RAISED PLATFORM AREA W/ VINYL BASE TRIM

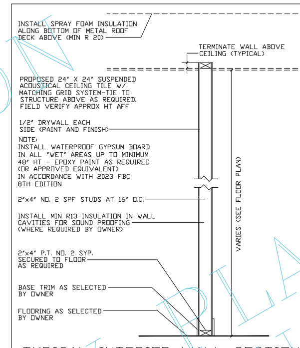
WALLS:
TILE WAINSCOATING UP TO 48" HT WITH PAINTED GYPSUM BOARD ABOVE TO CEILING

CEILINGS:
SUSPENDED ACOUSTICAL CEILING TILE/GRID SYSTEM
CEILING HTS VARY-SEE FLOOR PLAN



NOTES:
1. 1/2" MAXIMUM TOTAL HEIGHT WITH 1/4" MAXIMUM VERTICAL CHANGE AT EDGE.
2. 1 : 2 SLOPED BEVEL REQUIRED IF LEVEL CHANGE IS OVER 1/4" VERITCAL LEVEL CHANGE.
3. 1/4" MAXIMUM VERTICAL LEVEL CHANGE.

THRESH HOLD DETAILS - NOT TO SCALE
NOTE: FLOORING/THRESH HOLDS SHALL FULLY COMPLY WITH 2017 FBC-ACCESS (6TH ED)



TYPICAL INTERIOR WALL SECTION
NON LOAD BEARING WALL PARTITION
WOOD STUD FRAME CONSTRUCTION
NOT TO SCALE

TOILET ROOM EQUIPMENT LEGEND (FUTURE DEVELOPMENT ONLY)

TOILET PAPER HOLDER	CONTRACTORS CHOICE (SELECT W/ OWNER)
PAPER TOWEL DISPENSER	CONTRACTORS CHOICE (SELECT W/ OWNER)
NOM 24" W X 36" H MIRROR	CONTRACTORS CHOICE (SELECT W/ OWNER)
WALL MOUNTED GRAB BARS 42" LONG / 36" LONG	CONTRACTORS CHOICE
SOAP DISPENSER	CONTRACTORS CHOICE (SELECT W/ OWNER)

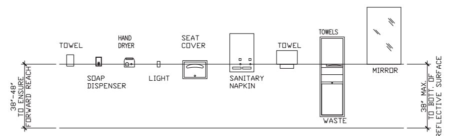
NOTE:
PROVIDE TOILET PAPER HOLDER ADJACENT TO EACH WATER CLOSET LOCATION (TYPICAL)

PROVIDE PAPER TOWEL DISPENSER ADJACENT TO EACH LAVATORY SINK LOCATION (TYPICAL)

PROVIDE WALL MOUNTED MIRROR ABOVE EACH LAVATORY SINK LOCATION (TYPICAL)

PROVIDE WALL MOUNTED GRAB BARS ADJACENT TO EACH H/C WATER CLOSET LOCATIONS – NOMINAL 42" LONG BAR AT SIDE OF H/C WATER CLOSET AND NOMINAL 36" BAR BEHIND H/C WATER CLOSET LOCATIONS (TYPICAL)

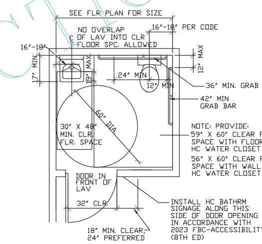
PROVIDE SOAP DISPENSER ADJACENT TO ALL SINK LOCATIONS (TYPICAL)



LAVATORY AREA ACCESSORIES
NO SCALE

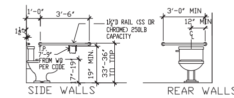
CONTROLS AND OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LBF (22.2n) FAUCETS LEVER-OPERATED, PUSH-TYPE AND ELECTRONICALLY SHALL COMPLY WITH 2023 FBC-ACCESSIBILITY (8TH ED) CONTROLLED MECHANISMS ARE EXAMPLES OF ACCEPTABLE DESIGN. IF SELF CLOSING VALVES ARE USED THE FAUCET SHALL REMAIN OPEN FOR AT LEAST 10 SECONDS

NOTES
1. SEAL AROUND ALL RECESS RESTROOM EQUIPT.
2. PROVIDE 16G BACKING AT ALL ACCESSORIES AND LAV TOPS AT GRAB BARS PROVIDE 16G BACKING SECURED TO AT LEAST 3 STUDS
3. CAULK AROUND JOINT AT BOTTOM OF TOILET AND FLOOR
4. ALL "BOBRICK" SPECIFIED ITEMS MAY BE SUBSTITUTED WITH APPROPRIATE ALTERNATE WITH DESIGN PROFESSIONAL APPROVAL
5. ALL TOILET PAPER DISP. INSTALLED AT 7" MIN. TO 9" MAX. IN FRONT OF WATER CLOSET PER 2023 FBC-ACCESSIBILITY (8TH ED)



TYPICAL LAV PLAN
NOT TO SCALE

NOTE:
PLAN SHOWN IS FOR REFERENCE USE ONLY - SEE FLOOR PLAN FOR LAV AREA CONFIGURATION

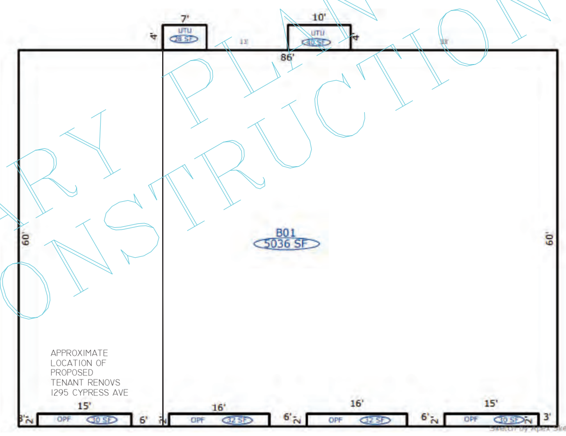


FLOOR MOUNTED WATER CLOSET
NOT TO SCALE

CLEARANCE NOTES:

1. CLEARANCE OF LAV AND WC SHALL COMPLY WITH 2023 FBC - ACCESS (8TH ED)

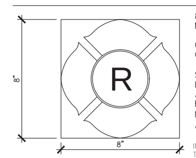
2. PROVIDE PRIVACY DOOR LOCK WHEN IT IS A PRIVATE TOILET OR FOR UNISEX USE.



NORTH

EXISTING BUILDING KEY PLAN
NOT TO SCALE

MALTESE CROSS

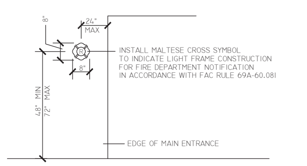


8"x8" BRIGHT REFLECTIVE RED MALTESE CROSS.

CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THE BACKGROUND.

SHALL BE INSTALLED 24" TO THE LEFT OF MAIN ENTRY DOOR ATTACHED TO CONTRASTING BACKGROUND, BOTTOM OF SIGN AT NO LESS THAN 48" A.F.F. AND TOP AT NO MORE THAN 72" A.F.F.

INSTALL MALTESE CROSS SYMBOL TO INDICATE LIGHT FRAME CONSTRUCTION FOR FIRE DEPARTMENT NOTIFICATION IN ACCORDANCE WITH FAC RULE 69A-60.081



MALTESE CROSS DETAIL
NOT TO SCALE

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY EDWARD F. SHINSKIE, PE LIC NO 47515 ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

GENERAL NOTES

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/OWNER-BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER-BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.

DO NOT SCALE DRAWINGS

PRELIMINARY PLAN NOT FOR CONSTRUCTION

REVISIONS
08/10/24 REVIEW
1 ***
2 ***
3 ***

2115 PALM BAY ROAD STE. 6
PALM BAY, FL. 32905
TEL. (321) 724-0740
FAX. (321) 914-4206
EMAIL: DFRECHETTE1350 @CFL.RR.COM

EDC
ENGINEERING AND DESIGN CONCEPTS, INC.

RENOVS FOR:
1295 CYPRESS AVENUE
MELBOURNE, FLORIDA

ENGINEER OF RECORD
EDWARD F. SHINSKIE, PE
4707 WILD TURKEY ROAD
MIMS, FLORIDA 32754
FLORIDA PE# 47515
PH. 321-863-3223

A1
SHEET 1 OF *
-DRAWN BY- RDC

ORDINANCE NO. 2025-34

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 GRANTING A CONDITIONAL USE TO ALLOW FOR THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES (BEER AND WINE) FOR CONSUMPTION ON PREMISES (IN CONJUNCTION WITH A RETAIL FISH MARKET) IN A 1,400±-SQUARE FOOT UNIT LOCATED ON A 0.47±-ACRE PROPERTY ZONED C-2 (GENERAL COMMERCIAL), LOCATED ON THE EAST SIDE OF CYPRESS AVENUE, SOUTH OF EAU GALLIE BOULEVARD AND NORTH OF ORANGE STREET (1295 CYPRESS AVENUE); PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE CONDITIONAL USE GRANTED HEREIN MAY BE REVOKED BY CITY COUNCIL IF THE CONDITIONS OF APPROVAL ARE NOT MET; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-2; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU2025-0001)

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 granting a conditional use to allow for the sale and service of alcoholic beverages (beer and wine) for consumption on premises (in conjunction with a retail fish market) in a 1,400±-square foot unit located on a 0.47±-acre property zoned C-2 (General Commercial), located on the east side of Cypress Avenue, south of Eau Gallie Boulevard and north of Orange Street (1295 Cypress Avenue). The property is described as:

(ORB 3120, PAGE 4211)

PARCEL A:

From the S.W. corner of Lot 3, Block E, Resubdivision of a portion of the City of Eau Gallie, as recorded in Plat Book, 8, Page 29, public records of Brevard County, Florida, run North 0°34' East along the East line of Cypress Avenue a distance of 16.4 feet to the point of beginning of the herein described parcel; thence continue North 0°34' East along the East line of Cypress Avenue a distance of 86.1 feet; thence south 89°26' East a distance of 16.3 feet to the S.W. corner of a concrete block building; thence continue South 89°26' East along the South face of said concrete block building a distance of 60.3 feet to the S.E.

corner of said building; thence continue South 89°26' East a distance of 31.4 feet to the East line of Lot 4, Block E, thence south 0°34' West along the East line of Lots 3 and 4, Block E, a distance of 86.1 feet; thence North 89°26' West a distance of 108 feet to the point of beginning

TOGETHER with the 16.4 feet, lying between the above described property and the South line of Lot 3, Block E

PARCEL B:

From the S.W. corner of Lot 4, Block E, resubdivision of a portion of the City of Eau Gallie, as recorded in Plat Book 8, page 29, public records of Brevard County, Florida, run North 0°34' East along the East line of Cypress Avenue a distance of 46.5 feet to the point of beginning; thence continue North 0°34' East, a distance of 87.0 feet; thence South 89°26' East a distance of 16.3 feet to the face of a concrete block building; thence continue South 89°26' East along the center line of a party wall a distance of 71.5 feet to the rear face of said building; thence continue South 89°26' East a distance of 20.2 feet to the East line of Lot 6, Block E; thence South 0°34' West along the East line of Lots 4, 5 and 6, Block E, a distance of 87.0 feet; thence North 89°26' West a distance of 51.4 feet to the S.E. corner of a concrete block building; thence continue North 89°26' West along the South line of said concrete block building a distance of 60.3 feet to the S.W. corner of said building; thence continue North 89°26' West a distance of 16.3 feet to the point of beginning.

Line 17 of the furnished legal description for Parcel B contains a scrivenor's error. It is the surveyor's opinion that the call of "thence North 89°26' West a distance of 51.4 feet" should read "thence North 89°26' West a distance of 31.4 feet".
More specifically, 1295 Cypress Avenue.

SECTION 2. That this ordinance is approved subject to the following conditions:

a. **Sales and Consumption within Building:** The sale, service and consumption of alcohol is to be located completely within the building identified as 1295 Cypress Avenue. Consumption of beer and wine only, shall be limited to the hours of operation identified in the applicant's business plan. The applicant is required to maintain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

b. **Accessory Use:** The sale, service and consumption of alcohol (beer and wine) shall be in conjunction with retail sales. If the sale, service and consumption of alcohol is not related to a principal retail sales use, a new Conditional Use will be required for the exclusive sale, service and consumption of alcohol at this address.

c. **Chapter 6 Requirements:** The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

d. **Floor Plan:** The owner/applicant shall comply with the attached floor plan at all times, with a maximum overall occupancy of 50 persons. No additional seating may

be added beyond the six-foot-long bench depicted on the applicant's floor plan. A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if additional seating is requested.

e. **Occupancy:** The maximum occupancy for the building located at 1295 Cypress Avenue will be 50 persons. Any increase in this occupancy limit of 50 persons will require the addition of a second bathroom facility. In addition, an increase in occupancy will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for any future modifications to the site.

g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

h. **Business Tax Receipt:** Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the additional operation of a bar/tavern at this site in conjunction with a retail establishment.

i. **Historic and Architectural Review Board Approval:** The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any future exterior modifications to the site.

j. **Expiration of Conditional Use:** The discontinuation of use for consumption of beer and wine for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

k. **Re-Evaluation:** A finding of violation of any of these conditions may result in re-evaluation of this conditional use by City Council. Findings of two or more major violations within any six-month period shall require an immediate re-evaluation of this conditional use by City Council.

l. **Advertising:** Exterior signage advertising beer and wine is prohibited.

SECTION 3. That the conditional use granted by this ordinance may be revoked by the City Council if the conditions of approval in Section 2. of this ordinance are not met. Such action would require notice to the property owner and a public hearing before City Council. Upon issuance of a final order by City Council revoking the conditional use granted by this ordinance,

the conditional use granted herein shall expire and become null and void and the use of the premises shall revert to the previous and more restricted use classification.

SECTION 4. That the above-described property shall be designated on the Zoning Map by the symbols C-C-2 to indicate that said premises shall be restricted for that particular conditional use along with the uses permitted in a C-2 (General Commercial) Zoning District.

SECTION 5. That it is hereby found and determined that the conditional use requested satisfies the criteria established in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (C) (Conditional Uses).

SECTION 6. That this ordinance shall become effective 30 days from the date of adoption of this ordinance and, if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. The amendment shall be duly recorded within five business days after the 30-day period has expired and resolution of any judicial contests or appeals.

SECTION 7. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025, and adopted on the final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

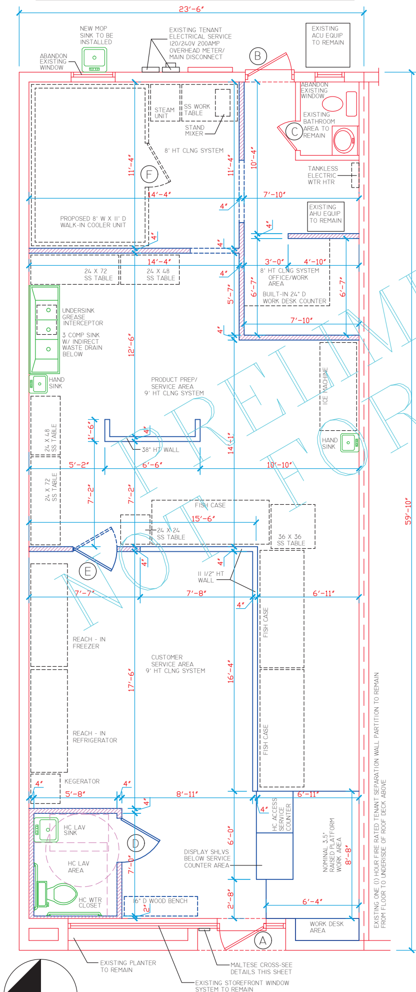
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Floor Plan

Ordinance No. 2025-34

NOTE:
COORDINATE ALL ROUGH PLUMBING LOCATIONS WITH OWNER SELECTED FIXTURES PRIOR TO CONSTRUCTION



NORTH

TENANT RENOVS-FLOOR PLAN
SCALE: 1/4" = 1'-0"

PLAN NOTES

APPICABLE BUILDING CODES ARE AS FOLLOWS:
2020 FLORIDA BUILDING CODE (7TH ED) -EXIST BLDG
2020 FLORIDA BUILDING CODE (7TH ED)
2020 FLORIDA PLUMBING CODE (7TH ED)
2020 FLORIDA MECHANICAL CODE (7TH ED)
2020 FLORIDA FIRE PREVENTION CODE (7TH ED)
(INCLUDES 2018 NFPA # 1)
(INCLUDES 2018 NFPA # 101 LIFE SAFETY CODE)
2017 NATIONAL ELECTRICAL CODE

TENANT DATA:

BUILDING DATA- PROPOSED TENANT RENOVATIONS
TENANT: LAMB & CO FISH MONGERS
1295 CYPRESS AVENUE
MELBOURNE, FLORIDA

TENANT AREA = 1384 SQ FT (APPROX)

CONSTRUCTION TYPE - TYPE "V B"
UNSPRINKLERED

OCCUPANCY DATA

TOTAL TENANT AREA = 1384 SQUARE FEET (APPROX)
GROUP M - MERCHANTILE

1384 SF / 60 SF PER PERSON = 23 PERSONS

TOTAL OCCUPANTS = 23 OCCUPANTS

PLAN NOTES:

1. LOCKING DEVICES SHALL NOT REQUIRE THE USE OF A KEY, TOOL, SPECIAL KNOWLEDGE OR EFFORT FROM INSIDE THE BUILDING IN ACCORDANCE WITH 2018 NFPA # 101.
2. THE FLOOR ON BOTH SIDES OF A DOORWAY SHALL HAVE THE SAME ELEVATION FOR A DISTANCE AT LEAST EQUAL TO THE WIDEST LEAF IN ACCORDANCE WITH 2018 NFPA # 101
3. A LATCH OR OTHER FASTENING DEVICE SHALL BE PROVIDED WITH ONLY ONE KNOB, HANDLE, PANIC BAR OR OTHER SIMPLE TYPE OF RELEASING DEVICE IN ACCORDANCE WITH 2018 NFPA # 101
4. PROVIDE FIRE EXTINGUISHER(S) HAVING A MINIMUM RATING OF 2A - 10BC FOR EVERY 3,000 SF OF FLOOR AREA. TRAVEL DISTANCE TO AN EXTINGUISHER SHALL NOT EXCEED 75 FEET. ALL FIRE EXTINGUISHERS SHALL NOT BE LESS THAN 4" FROM THE FLOOR IN ACCORDANCE WITH NFPA AND FLORIDA FIRE PREVENTION CODE. THE GENERAL CONTRACTOR SHALL COORDINATE THE EXACT LOCATION/ NUMBER OF ALL FIRE EXTINGUISHER (S) REQUIRED PRIOR TO FINAL INSPECTION.
5. THE FIRE EXTINGUISHER (S) SHALL BE INSPECTED AND TAGGED BY A STATE OF FLORIDA CERTIFIED FIRE EXTINGUISHER COMPANY IN ACCORDANCE WITH NFPA AND FLORIDA FIRE PREVENTION CODE.

GENERAL NOTES

THE GENERAL CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS WITH SHOP, ELECTRICAL, MECHANICAL, PLUMBING, STRUCTURAL AND / OR SITE PLAN DRAWINGS AS APPLICABLE PRIOR TO START OF CONSTRUCTION

DO NOT SCALE DRAWINGS FOR DIMENSION PURPOSES. IF ANY QUESTIONS ARISE, NOTIFY ENGINEER AT ONCE FOR RESOLUTION PRIOR TO PROCEEDING.

CONTRACTORS AND SUB-CONTRACTORS SHALL BID FROM COMPLETE SETS OF DRAWINGS IN ORDER TO COORDINATE WITH OTHER TRADES.

THIS PROJECT IS FULLY UNDER THE JURISDICTION, PROVISIONS AND RULES OF THE 2020 FBC (7TH EDITION), THE AMERICANS WITH DISABILITIES ACT, 2018 NFPA 101 AND APPLICABLE LOCAL CODES AND ORDINANCES. THE DESIGN INTENT IS TO COMPLY.

PROVIDE MANUFACTURERS LITERATURE FOR ALL FLOOR FINISHES TO BE INSTALLED

INTERIOR FINISHES IN EXITS AND EXIT ACCESS AREAS SHALL BE CLASS " A " FINISHES IN OTHER AREAS SHALL BE CLASS " B " OR BETTER

ELECTRICAL OUTLETS, LOCATED IN A FIRE RATED WALLS, SHALL BE A MINIMUM OF 24" APART AND SHALL HAVE A UL LISTING FOR INTENDED USE

ALL PENETRATIONS IN FIRE RATED WALLS SHALL BE SEALED WITH UL APPROVED MATERIALS AND METHOD TO MAINTAIN THE INTEGRITY OF THE FIRE RATED ASSEMBLY

INTERIOR WALL SECTION NOTES:

1. PROVIDE SOLID WOOD BLOCKING FOR LOWER / UPPER CABINET INSTALLATION, SHELVING INSTALLATION WHERE REQUIRED
2. PROVIDE BATT INSULATION IN WALL CAVITIES (FOR SOUNDPROOFING PURPOSES) WHERE REQUIRED. COORDINATE LOCATIONS WITH OWNER DURING BIDDING PHASE.
3. PROVIDE SOLID BLOCKING FOR ALL WALL MOUNTED EQUIPMENT WHERE REQUIRED. COORDINATE W/ OWNER PRIOR TO CONSTRUCTION
4. PARTIAL HEIGHT WALL PARTITIONS SHALL BE FINISHED TO HEIGHTS INDICATED ON FLOOR PLAN
5. BRACE NEW WALL PARTITIONS TO STRUCTURE ABOVE AS REQUIRED.

NOTE:
IT IS THE RESPONSIBILITY OF THE OWNER/BUILDER TO FIELD VERIFY THE EXISTING STRUCTURE PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES MUST BE BROUGHT TO THE DESIGNER/ENGINEERS ATTENTION PRIOR TO ANY MODIFICATIONS

MODIFICATIONS TO THESE DRAWINGS DURING CONSTRUCTION IS NOT PERMITTED WITHOUT PRIOR APPROVAL BY ENGINEER OF RECORD

DOOR SCHEDULE

(A) EXISTING 36" W ALUMINUM FRAME/FIXED GLASS STOREFRONT ENTRY DOOR SYSTEM WITH HC ACCESSIBLE EGRESS HARDWARE, THRESH HOLD AND HC SELF CLOSURE DEVICE

(B) EXISTING 36" W EXTERIOR DOOR/FRAME WITH HC LEVERED EGRESS HARDWARE, THRESH HOLD AND HC SELF CLOSURE DEVICE PAINT FINISH EACH SIDE OF DOOR/FRAME AS SELECTED BY TENANT

(C) EXISTING 24" W INTERIOR DOOR/FRAME WITH HC LEVERED PRIVACY HARDWARE AND HC SELF CLOSURE DEVICE PAINT FINISH EACH SIDE OF DOOR/FRAME AS SELECTED BY TENANT

(D) INSTALL NEW 3/0 X 6/8 W INTERIOR DOOR/FRAME WITH HC LEVERED PRIVACY HARDWARE AND HC SELF CLOSURE DEVICE PAINT FINISH EACH SIDE OF DOOR/FRAME AS SELECTED BY TENANT

(E) INSTALL NEW 3/0 X 6/8 W INTERIOR DOOR/FRAME WITH DOUBLE SWING HARDWARE AND PUSH PLATE PAINT FINISH EACH SIDE OF DOOR/FRAME AS SELECTED BY TENANT

(F) NOMINAL 36" W INSULATED FREEZER DOOR SUPPLIED AND INSTALLED WITH FREEZER EQUIPMENT

INTERIOR FINISH SCHEDULE

PRODUCT PREP/SERVICE AREA
FLOORS:
TILE FLOORING WITH VINYL BASE TRIM

WALLS:
EPOXY PAINTED GYPSUM BOARD OVER WOOD STUD FRAMING

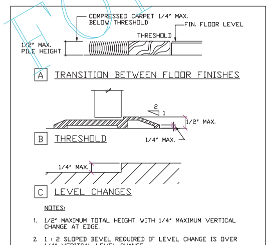
CEILINGS:
SUSPENDED ACOUSTICAL CEILING TILE/GRID SYSTEM
CEILING HTS VARY-SEE FLOOR PLAN

LAV AREA
FLOORS:
EPOXY PAINTED FLOORING WITH VINYL BASE TRIM
WALLS:
PAINTED GYPSUM BOARD OVER WOOD STUD FRAMING
(EPOXY PAINTED GYPSUM BOARD IN BATHROOM WALLS)
CEILINGS:
SUSPENDED ACOUSTICAL CEILING TILE/GRID SYSTEM
CEILING HTS VARY-SEE FLOOR PLAN

CUSTOMER SERVICE AREA
FLOORS:
EPOXY PAINTED FLOORING WITH VINYL BASE TRIM
VINYL TILE ON RAISED PLATFORM AREA W/ VINYL BASE TRIM

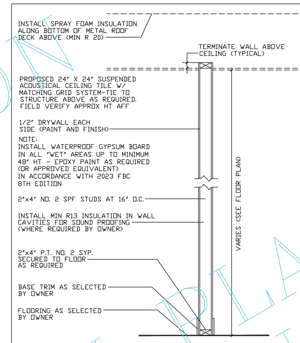
WALLS:
TILE WAINSCOATING UP TO 48" HT WITH PAINTED GYPSUM BOARD ABOVE TO CEILING

CEILINGS:
SUSPENDED ACOUSTICAL CEILING TILE/GRID SYSTEM
CEILING HTS VARY-SEE FLOOR PLAN



NOTES:
1. 1/2" MAXIMUM TOTAL HEIGHT WITH 1/4" MAXIMUM VERTICAL CHANGE AT EDGE.
2. 1 : 2 SLOPED BEVEL REQUIRED IF LEVEL CHANGE IS OVER 1/4" VERITCAL LEVEL CHANGE.
3. 1/4" MAXIMUM VERTICAL LEVEL CHANGE.

THRESH HOLD DETAILS - NOT TO SCALE
NOTE: FLOORING/THRESH HOLDS SHALL FULLY COMPLY WITH 2017 FBC-ACCESS (6TH ED)



TYPICAL INTERIOR WALL SECTION
NON LOAD BEARING WALL PARTITION
WOOD STUD FRAME CONSTRUCTION
NOT TO SCALE

TOILET ROOM EQUIPMENT LEGEND (FUTURE DEVELOPMENT ONLY)

TOILET PAPER HOLDER	CONTRACTORS CHOICE (SELECT W/ OWNER)
PAPER TOWEL DISPENSER	CONTRACTORS CHOICE (SELECT W/ OWNER)
NOM 24" W X 36" H MIRROR	CONTRACTORS CHOICE (SELECT W/ OWNER)
WALL MOUNTED GRAB BARS 42" LONG / 36" LONG	CONTRACTORS CHOICE
SOAP DISPENSER	CONTRACTORS CHOICE (SELECT W/ OWNER)

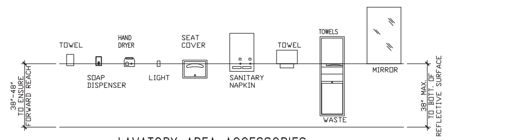
NOTE:
PROVIDE TOILET PAPER HOLDER ADJACENT TO EACH WATER CLOSET LOCATION (TYPICAL)

PROVIDE PAPER TOWEL DISPENSER ADJACENT TO EACH LAVATORY SINK LOCATION (TYPICAL)

PROVIDE WALL MOUNTED MIRROR ABOVE EACH LAVATORY SINK LOCATION (TYPICAL)

PROVIDE WALL MOUNTED GRAB BARS ADJACENT TO EACH H/C WATER CLOSET LOCATIONS - NOMINAL 42" LONG BAR AT SIDE OF H/C WATER CLOSET AND NOMINAL 36" BAR BEHIND H/C WATER CLOSET LOCATIONS (TYPICAL)

PROVIDE SOAP DISPENSER ADJACENT TO ALL SINK LOCATIONS (TYPICAL)



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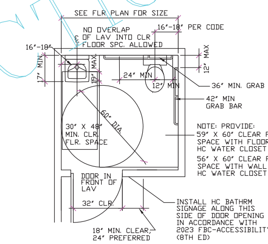

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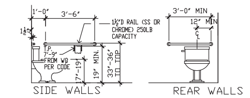

FLOOR MOUNTED WATER CLOSET
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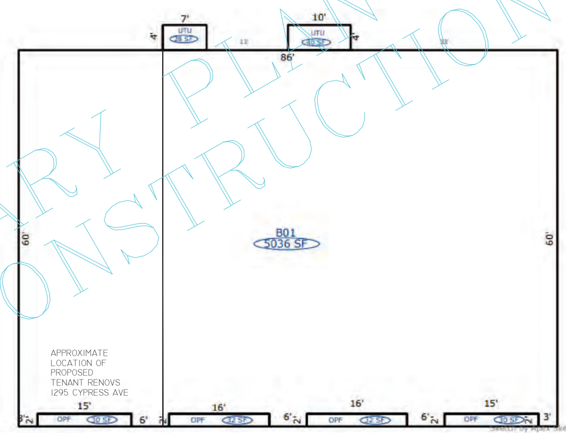
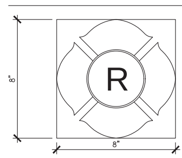


NORTH

EXISTING BUILDING KEY PLAN
NOT TO SCALE

MALTESE CROSS

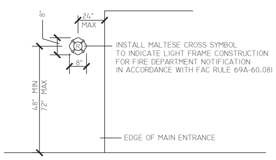


8"x8" BRIGHT REFLECTIVE RED MALTESE CROSS.

CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THE BACKGROUND.

SHALL BE INSTALLED 24" TO THE LEFT OF MAIN ENTRY DOOR ATTACHED TO CONTRASTING BACKGROUND, BOTTOM OF SIGN AT NO LESS THAN 48" A.F.F. AND TOP AT NO MORE THAN 72" A.F.F.

INSTALL MALTESE CROSS SYMBOL TO INDICATE LIGHT FRAME CONSTRUCTION FOR FIRE DEPARTMENT NOTIFICATION IN ACCORDANCE WITH FAC RULE 69A-60.081



MALTESE CROSS DETAIL
NOT TO SCALE

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY EDWARD F. SHINSKIE, PE LIC NO 47515 ON THE DATE AND/OR TIME STAMP SHOWN USING A DIGITAL SIGNATURE.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPY.

GENERAL NOTES

1. THESE DRAWINGS WERE PREPARED WITH THE ASSUMPTION THE CONTRACTOR/OWNER BUILDER IS KNOWLEDGEABLE OF COMMON CONSTRUCTION PRACTICES.
2. THE CONTRACTOR/OWNER-BUILDER SHALL REVIEW DRAWINGS FOR ACCURACY AND INTERPRETATION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNERS PRIOR TO CONSTRUCTION.
3. THE FOUNDATION PLAN SHALL BE VERIFIED BY THE CONTRACTOR/OWNER-BUILDER TO CORRESPOND WITH THE FINAL ENGINEERED TRUSS LAYOUT.
4. DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALE.

DO NOT SCALE DRAWINGS

PRELIMINARY PLAN NOT FOR CONSTRUCTION

REVISIONS
08/10/24 REVIEW
***
***
***

2115 PALM BAY ROAD STE. 6
PALM BAY, FL. 32905
TEL. (321) 724-0740
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EDC
ENGINEERING AND DESIGN CONCEPTS, INC.

RENOVS FOR:
1295 CYPRESS AVENUE
MELBOURNE, FLORIDA

ENGINEER OF RECORD
EDWARD F. SHINSKIE, PE
4707 WILD TURKEY ROAD
MIMS, FLORIDA 32754
FLORIDA PE# 47515
PH. 321-863-3223

A1
SHEET 1 OF *
-DRAWN BY- RDC

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	5
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.16.

Subject:
Ordinance No. 2025-35, Comprehensive Plan Amendment (MAP2024-0025) with Site Plan Approval Request (PLAN2024-0020), Fire Station 72

Background/Consideration:
This is the first reading of an ordinance changing the Recreation Future Land Use to Public/Institutional on 2.67± acres, and site plan approval for a city fire station and park improvements on an overall 20.4±-acre property zoned I-1 (Institutional District) located on the south side of Sarno Road, east of North Wickham Road and west of Iroquois Avenue. The property is located within Council District 5.

Regarding the requested Future Land Use Map amendment, the proposed location for the new fire station is currently designated as Recreation on the City's Future Land Use Map with I-1 zoning. While fire station use is a permitted use in the I-1 zoning, it is not a use that could be considered within the Recreation Future Land Use category. The requested change to a 2.67± acres to Public/Institutional Future Land Use is guided by the Comprehensive Plan, Future Land Use Element Policy 1.7.3, which states that the City shall monitor the need for increased land area for public/institutional uses and shall assure that this land use category on the Future Land Use Map is expanded to accommodate the development of public and semi-public facilities such as governmental buildings; fire, police and rescue services; educational institutions and similar public uses.

There are three phases of development proposed with the Formal Site Plan. Phase One proposes the construction of a two-story, 18,525± square-foot fire station, including parking, stormwater, and landscaping/buffering. The facility will have living quarters for fire staff, administrative offices, and a multipurpose room, at an overall building height of 21 '6" tall with a 39'4" tall training stair for specialized rescue training. The new building is setback 90± feet from the east and 160± feet from the south property lines and exceeds all setback requirements (50 feet is required). The fire station building is greater than 120 feet from the closest residential structure. Parking requirements for the fire station have been met, providing 20 employee spaces (assigned), plus 25 visitor spots and four accessible parking spaces, which will also serve the needs of a future fire-themed park.

The new fire station will have a shared 24-foot-wide driveway for both fire personnel and future park visitors, and a separate 86-foot-wide eastern driveway for fire vehicle exits. Required improvements include landscaping per City Code and an 8-foot-tall masonry wall with a 75-foot setback from nearby

residential lots, exceeding the minimum 6-foot wall and 50-foot buffer requirement. Stormwater management will be located west of the building, between the L-7 Canal and the future park, with final landscaping and drainage details to be addressed during construction plan review.

The next phases of the project include the demolition of the existing 3,167± square-foot, single-story fire station originally constructed in 1965, along with associated access drives and parking. New parking will be added to this area after demolition. The final phase of the site plan will be the installation of a new playground area between the fire station and the baseball field.

The properties to the north, west, and south along Wickham and Sarno Road are designated for commercial uses. Directly east and south of the park are residential lots that will be buffered and separated from the fire station by utilizing the L-7 canal and an 8-foot-tall masonry wall and 75-foot buffer.

Planning and Zoning Board Action
During the June 5, 2025, Planning and Zoning Board meeting, several neighbors spoke against the request, expressing their concerns about the proximity of the proposed building to their neighborhood and the loss of park area. Following review and discussion, the Planning and Zoning Board voted 6-1 to recommend approval of the requests.

After the meeting, a Letter of Intent to file a petition against the proposed Comprehensive Plan was submitted by a property owner within 500 feet on June 8, 2025. The petition was received and tabulated, showing 35.54% of the property owners that represent land within the 500-foot area signed the petition. The City Code requires 20% or more of the owners of property within 500 feet to sign a petition to invoke a 6/7ths vote of City Council. Therefore, a 6/7ths vote of City Council will be required for approval of the Comprehensive Plan request during the second reading of the Comprehensive Plan ordinance.

Fiscal/Budget Impact:
N/A

Requested Action:

a. Approval of Ordinance No. 2025-35, based upon the findings contained in the Planning and Zoning Board memorandum.

b. Approval of PLAN2024-0020, based upon the findings and conditions contained in the Planning and Zoning Board memorandum. (To be considered by City Council during the second reading of the ordinance)

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Cheryl A. Dean, AICP, Planning Manager

Re: **Comprehensive Plan Amendment *Minor Amendment* (MAP2024-0025), with Site Plan Request (PLAN2024-0020) Fire Station 72**

Date: June 26, 2025

Owner/Applicant/Representative

- City of Melbourne – Owner/Applicant
- Joby Balint, PGAL, Inc. – Representative

Proposed Actions

On an overall 20.4±-acre parcel, zoned I-1 (Institutional District), the following is requested:

- **Comprehensive Plan Amendment** request from Recreation to Public/Institutional for 2.67± acres; and
- **Site Plan Approval** to demolish an existing, single-story, 3,167±-square-foot fire station and construct a 2-story, 18,525± square-foot city fire station, along with future recreation amenities to Jimmy Moore Park.

Location

The property located on the south side of Sarno Road, east of North Wickham Road and west of Iroquois Avenue, in Township 27, Range 37, Section 19. The property is located within City Council District 5.

History

The existing fire station site was originally constructed by the City of Eau Gallie in 1965, which became part of the City of Melbourne as part of the municipal merger in 1969. The remainder of the unplatted, 20.4±-acre property was historically owned by Brevard County as a park. In 2002, Brevard County deeded the park to the City of Melbourne (ORB4723, PG2324).

As it relates to the L-7 Canal, Brevard County constructed the canal in a different location than its originally proposed site. The originally designed location runs east-west through the property parallel to Sarno Road, which was also memorialized with a recorded 66-foot-wide drainage right-of-way. However, the canal was constructed along the eastern perimeter of the property, following the adjacent boundary of the Indianhead Subdivision. The City of Melbourne was deeded this property in 2002, before the drainage right-of-way was relocated over the completed canal. As such, staff has added a condition to the site plan to coordinate with Brevard County to address the L-7 drainage right-of-way prior to construction plan approval.

Access and Adjacent Property Information

Access: Sarno Road, along the north property line
North Wickham Road, along the west property line

To the East: Single-family residential homes (Indianhead Subdivision Unit 2 (PB18, PG98)

Zoning: R-1A
Land Use: Low Density Residential

To the West: Multi-tenant retail buildings; across North Wickham Road, gas station, restaurant
Zoning: C-C-P, C-P, C-1, C-C-1
Land Use: General Commercial

To the North: Across Sarno Road, restaurant, bar, office, vacant commercial land, car wash, retail, and convenience store with gas pumps
Zoning: C-2 and C-C-2
Land Use: General Commercial

To the South: Single-family residential homes (Indianhead Subdivision Unit 2 (PB18, PG98)
Zoning: R-1A
Land Use: Low Density Residential

Comprehensive Plan Analysis

The applicant is requesting Public/Institutional Future Land Use on 2.67± acres of the subject site in order to construct a new fire station. The proposed location for the new fire station is currently designated as Recreation on the City's Future Land Use Map. The Recreation Future Land Use is intended to accommodate existing and planned public and private parks and recreation areas; extensive open space areas such as the golf courses; and similar uses. While a fire station use is a permitted use in the I-1 zoning, it is not a use that could be considered within the Recreation Future Land Use category.

The proposed Public/Institutional Future Land Use is consistent with the existing I-1 zoning district. The Public/Institutional Future Land Use Map designation is intended to

accommodate existing and planned public and semi-public services including: governmental buildings; public schools and educational institutions; hospital facilities and supportive health care units; arts and cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; extensive open areas comprising major committed public and semi-public open spaces, and other similar activities.

The placement of the Public/Institutional Future Land Use category is guided by Future Land Use Element **Policy 1.7.3:** which states that the City shall monitor the need for increased land area for public/institutional uses and shall assure that this land use category on the Future Land Use Map is expanded to accommodate the development of public and semi-public facilities such as governmental buildings; fire, police and rescue services; educational institutions and similar public uses.

Jimmy Moore Park abuts two major arterial roadways, maintained by Brevard County. The surrounding properties to the north, west, and south are designated for commercial uses on both sides of these roadways. East and south of the park are several residential neighborhoods, which Fire Station 72 currently serves and the new location will include buffering and separation from the adjacent residential uses by utilizing the L-7 canal and a minimum 8-foot-tall masonry wall. The change to a Public/Institutional Future Land Use category to allow the fire station to be shifted further to the east is consistent with Comprehensive Plan.

Site Plan Analysis

City Code, Appendix B, Article IX, Section 6 establishes general standards to consider when evaluating the merits to consider site plan approval. The City of Melbourne needs to demolish the existing Fire Station 72, to construct a two-story, 18,525±-square foot fire station, along with associated parking, landscaping and stormwater management. In a memorandum provided by City of Melbourne Fire Chief, Chuck Bogle:

"*Due to the volume of emergency calls within the Fire Station 72 response area, a second apparatus is being assigned to the new station. This apparatus will be a Heavy Rescue vehicle and is the first of its kind in the city. [This vehicle] will carry specialized equipment for confined space rescues, vehicle machinery extrications, trench collapses, high-angle rescues and structural collapses… Fire Station 72 was selected due to its central location within the city and proximity to the two ladder trucks…which will minimize response times and enable crews to respond quickly to calls….*"

Demolition: The project includes the demolition of the existing 3,167±-square foot, single-story, fire station with associated access drives and parking. Demolition will commence once the new fire station is completed and occupied. At the east side of the park, demolition includes two playground equipment areas and one 160±-square foot picnic pavilion.

Proposed Development: There are three phases of development proposed with this site plan on the 20.4±-acre Jimmy Moore Park.

- **<u>Phase One – Construction of Fire Station:</u>** Phase One involves the construction of the two-story, 18,525±-square foot fire station, along with associated parking, landscaping and stormwater management. The building includes living quarters, administrative and multipurpose rooms. The building is proposed at 21' 6" in height with a 39'4" tall training stair, (there is no maximum height restriction for the I-1 zoning). The training stair, along with a mezzanine located on the second floor will enable on-duty crews to train for the specialized/confined space rescues associated with the new heavy rescue vehicle.

  The project exceeds all setback requirements for the I-1 zoning district. Specifically, the fire station building exceeds the minimum 50-foot setback requirement to the east (93'8") as well as to the south (168'3"). The closest residential structures to the fire station training stair are 120± feet to the east and 211± feet to the south.

  The parking requirements for the fire station have been met; the fire station requires a minimum of 12 parking spaces, including one handicapped-accessible parking space (City Code requires one space per employee on the largest working shift, plus two additional spaces for the public). The site plan identifies 20 gated, employee parking spaces located to the rear of the site, with additional spaces for shift cross-over, plus 25 visitor spaces and four handicapped-accessible spaces. The additional public parking will also accommodate the needs for the future fire-themed park to the west.

  Access: The new fire station will be accessed by a new, shared 24-foot-wide driveway that will serve as the entrance for fire personnel and public access for the future park. A second, 86-foot-wide driveway located to the east will serve as the exit for fire-related vehicles/apparatus.

  Other required improvements: The project will require landscaping consistent with Appendix D, Chapter 9, Article XV. City Code requires a 6-foot-tall masonry wall and a 50-foot buffer where abutting established single family residential lots. The fire station has been designed to provide a minimum 8-foot-tall masonry wall, which has a minimum 75-foot setback from the adjacent residential lots to the east and south. Stormwater management is proposed to the west of the building between the L-7 Canal and the future park. The details of landscaping and stormwater reviews will be coordinated during the construction plan review process.

- **<u>Future Phase One – Demolition/Construction of Parking/Recreational Amenities for the Park:</u>** Once the new Fire Station 72 is operational; this phase will include the demolition of the existing 3,167 SF single story fire station with construction of on-site parking/park improvements at the corner of Sarno Road and North Wickham Road. The area of improvement is 1.80 ± acres, which includes new parking, sidewalks, landscaping and park amenities.

- **<u>Future Phase Two – Construction of Fire Station-themed Playground adjacent to Fire Station:</u>** This phase includes the construction of a new playground area, including recreational equipment, accessory restroom building, benches and sidewalks, which will be located between the existing ballfield and the new fire station improvements.

Environmental Impact Analysis
The applicant requested and received an exemption to the Environmental Impact Analysis (EIA) for the following reasons:

- The area of development is not adjacent to surface water or wetlands;
- The area is outside the aquifer recharge area;
- As a developed park this area is not habitat for protected species or likely to be preserved for protected species habitat;
- The trees within the project area are not of sufficient size or type to warrant modification to the development area; and
- The development area is outside of the FEMA established flood plain.

As with all development projects, applicable environmental permits will be required prior to construction plan approval, if necessary.

Water and Sewer Concurrency
The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Adequate City sewer service is also available for this property.

Mobility
The subject property is located on the south side of Sarno Road, west of Wickham Road. This site is located in Mobility District A (Melbourne International Airport Area).

Since this project relocates the existing fire station to the east from its present location along Sarno Road, the proposed project will not generate additional trips. Accordingly, this project is not required to provide mobility standards or to make a payment in lieu of constructing mobility improvements.

Joint Planning Agreement (JPA)
The property is not located within the Joint Planning Area (JPA).

Planning and Zoning Board Action
During the June 5, 2025, Planning and Zoning Board meeting, several neighbors spoke against the request, expressing their concerns about the proximity of the proposed building to their neighborhood and the loss of park area. Following review and discussion, the Planning and Zoning Board voted 6-1 to recommend approval of the requests.

Subsequent to the meeting, a Letter of Intent to file a petition against the proposed Comprehensive Plan was submitted by a property owner within 500 feet on June 8, 2025. The petition was received and tabulated, showing 35.54% of the property owners that represent land within the 500-foot area signed the petition. City Code requires 20% or more of the owners of property within 500 feet to sign a petition to invoke a 6/7ths vote of City Council. Therefore, a 6/7ths vote of City Council will be required for approval of the

Comprehensive Plan request during the second reading of the Comprehensive Plan ordinance.

Recommendation

Based on the findings contained within the Planning and Zoning Board memorandum, for a 20.4±-acre developed property, located on the south side of Sarno Road, east of North Wickham Road and west of Iroquois Avenue, the Planning and Zoning Board and the Community Development Department recommend:

1. **Approval of MAP2024-0025,** Future Land Use Map amendment request from Recreation to Public/Institutional on 2.67±-acres; and

2. **Approval of PLAN2024-0020,** Site Plan approval for a three-phase development that includes the demolition of an existing, single-story, 3,167±-square-foot fire station and construct a 2-story, 18,525± square-foot city fire station, along with future recreation amenities to Jimmy Moore Park, prepared on a 6-sheet plan by Joby L. Balint, Registered Architect, PGAL, of Boca Raton, Florida, Project Number 1007034.00, signed, sealed and dated May 28, 2025, and pursuant to the following conditions:

   a. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

      Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff, the Planning and Zoning Board, Local Planning Agency, and/or the City Council, as applicable.

   b. Appropriate environmental permits must be obtained as part of the construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.

   c. The proposed building shall be substantially consistent with the rendering submitted by the applicant.

   d. A minimum 8-foot-tall, masonry wall shall be constructed and minimum 75-foot buffer along the east and south property lines shall be provided, where abutting established single-family residential lots.

   e. Any lighting installed along the east- and south-facing sides of the building shall be shielded/redirected to face downward, where abutting residentially zoned/used property.

   f. Prior to construction plan approval, Engineering staff will coordinate and resolve any inconsistencies with the L-7 Canal drainage right-of-way.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Comprehensive Plan Amendment *Minor Amendment* (MAP2024-0025), with Site Plan Approval Request (PLAN2024-0020) Fire Station 72**
Date:	June 6, 2025
Owner/ Applicant:	City of Melbourne
Representative:	Joby Balint, PGAL, Inc.

The Planning and Zoning Board, at its regular scheduled meeting of June 5, 2025, reviewed the above-referenced Comprehensive Plan Map Amendment and Formal Site Plan request. At the meeting, several neighbors spoke against the request, expressing their concerns about the proximity of the proposed building to their neighborhood.

A letter of intent to file a petition against the proposed zoning amendment was filed by property owners within 500 feet of the subject property. Once a petition is filed and tabulated, if more than 20% of the owners of property within 500 feet have signed the petition, a 6/7ths vote of City Council will be required for approval of the request during the second reading of the ordinance.

Following review and discussion, the Planning and Zoning Board voted 6-1 to recommend approval of the following requests, located on the south side of Sarno Road, east of North Wickham Road and west of Iroquois Avenue:

- **Comprehensive Plan Amendment** request from Recreation Future Land Use Map Classification to Public/Institutional for a 2.67± acre portion of an overall 20.4± acre property; and
- **Site Plan Approval** for a multiphase development plan that includes the demolition of an existing, single-story, 3,167±-square-foot fire station and the construction of a 2-story, 18,525± square-foot city fire station, along with future recreation amenities to Jimmy Moore Park.

The Planning and Zoning Board's recommendation is based upon a 6-sheet plan prepared by Joby L. Balint, Registered Architect, PGAL, of Boca Raton, Florida,

Project Number 1007034.00, signed, sealed and dated May 28, 2025, and pursuant to the following findings and conditions:

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 Public Lands/Institutional land use designation is compatible with surrounding development patterns. The properties to the north (across Sarno Road) are designated for General Commercial land uses. The property to the west (Jimmy Moore Park) is owned by the City of Melbourne and is designated for Recreation land use. The property to the east and south are designated as Low Density Residential on the Future Land Use Map. These properties are developed as single-family home sites. The proposed site plan will include buffering and separation from the adjacent residential uses (by the L-7 canal area and a minimum 8-foot-tall masonry wall).

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 Public Lands/Institutional land use will be placed on property that is proposed to be the location of an upgraded fire station that will house specialized firefighting equipment. In addition, the site is already zoned for institutional purposes.

3. The placement of the Public Lands/Institutional Future Land Use category is guided by Future Land Use Element **Policy 1.7.3: which states that t**he City shall monitor the need for increased land area for public/institutional uses and shall assure that this land use category on the Future Land Use Map is expanded to accommodate the development of public and semi-public facilities such as governmental buildings; fire, police and rescue services; educational institutions and similar public uses. The requested land use change will permit the relocation of an existing city fire station.

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 area. The site is already zoned for public uses.

5. The proposal is compatible with the neighboring area, land uses, and development patterns. Public Lands/Institutional Land Use is proposed for the subject site. This action will place a public safety use on the subject property,

which is bordered on its western side by property zoned for public uses. The proposed land use category is compatible with the character of the adjacent area.

6. The requested Public Lands/Institutional Future Land Use is an appropriate designation for the subject property since it will be the location of a new fire station that will house specialized firefighting equipment. The property is currently designated as Recreation on the City's Future Land Use Map and is used for public purposes. The requested land use change will allow an existing fire station to be relocated to the subject site on property already zoned for institutional uses.

7. The proposed Public Lands/Institutional Future Land Use designation is consistent with the neighboring land uses. Property designated as General Commercial is located to the north across Sarno Road. Land designated for Recreation use is located to the west of the subject site. The properties to the east and to the south are designated for residential purposes and are developed with single family homes. The proposed site plan will exceed the minimum buffering and separation from the adjacent residential uses (by the L-7 canal area and a minimum 8-foot-tall masonry wall).

Findings for the Site Plan

1. Per 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 applicant is proposing the relocation of a new fire station to property that is already zoned for institutional uses. The submitted site plan meets the requirements of City Code and provides buffering and separation from the adjacent residential uses to the east and to the south.

2. The applicant has submitted a site plan that complies with City Code and the proposed lot coverage, building setbacks, off-street parking requirements, retention and landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land Development Code. Specifically, the site plan includes a 75-foot buffer area adjacent to the existing residential uses and a minimum 8-foot-tall masonry wall along the interior of the buffer area, which exceeds the minimum code requirements.

3. The applicant is requesting a small-scale plan amendment to change the existing Recreation land use to Public/Institutional. The zoning for the property is I-1, which permits the consideration of public uses. The I-1 zoning district is intended to apply to areas which can serve the needs of the community for public and semi-public facilities of an educational, recreational, health or cultural nature. The

proposed Code compliant site plan will permit the relocation of an existing fire station to the subject site.

4. The proposal is consistent with the neighboring area, land uses, and development patterns. The subject property is adjacent to commercially zoned properties on its northern side (across Sarno Road) and is bordered by Jimmy Moore Park to the west. Properties zoned R-1A (in the Indianhead Unit 2 Subdivision) are located to the east and to the south. With the minimum 75-foot setback (which includes the 50± wide L-7 canal area) and a minimum 8-foot-tall masonry wall along the interior of the buffer area, the proposed site plan is consistent with development patterns in the surrounding area.

5. The proposed lot coverage, buffer area, building setbacks, off-street parking requirements, retention and landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land Development Code, as depicted on the site plan, and the proposed fire station is compatible with adjacent uses in the surrounding area.

6. The applicant shall demonstrate, prior to construction plan approval, the financial and technical capacity to complete any improvements and the mitigation necessitated by the development as proposed, and has made adequate legal provision to guarantee the provision of such improvements and mitigation.

7. The proposed use complies with all standards imposed on it by the particular provision of these regulations authorizing such use, and by all other applicable requirements of the regulations of the City, including, but not limited to, Article IX, Section 6, site plan review standards.

8. The proposed project has been evaluated for water capacity being available for the proposed project. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. In addition, adequate sanitary sewer service is available from the City for this property.

9. The proposed project has been evaluated for consistency with the City's mobility standards. Transportation Element Objective 3.1 states that the City of Melbourne shall support mobility within five mobility districts throughout the City with strategies that address alternative modes of transportation by providing context-appropriate sidewalks, bikeways, transit facilities, parking management and improvements that will contribute to specific and identified mobility needs within the City. This project will not result in the generation of additional trips.

Conditions:

a. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff, the Planning and Zoning Board, Local Planning Agency, and/or the City Council, as applicable.

b. Appropriate environmental permits must be obtained as part of the construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.

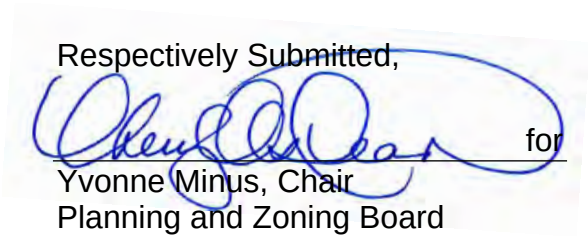
c. The proposed building shall be substantially consistent with the rendering submitted by the applicant.

d. A minimum 8-foot-tall, masonry wall shall be constructed and minimum 75-foot buffer along the east and south property lines shall be provided, where abutting established single-family residential lots.

e. Any lighting installed along the east- and south-facing sides of the building shall be shielded/redirected to face downward, where abutting residentially zoned/used property.

f. Prior to construction plan approval, Engineering staff will coordinate and resolve any inconsistencies with the L-7 Canal drainage right-of-way.

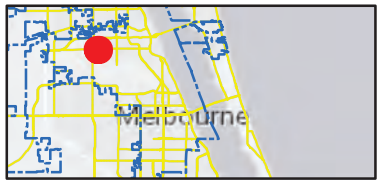
Respectively Submitted,



for

Yvonne Minus, Chair
Planning and Zoning Board

FIRE STATION 72
FUTURE LAND USE AND ZONING MAP
MAP2024-0025 | PLAN2024-0020



N

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

400 0 400 Feet
1 inch = 417 feet

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Title: FIRE STATION 72
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 6/19/2025 10:25:38 AM
Document Name: FIRE STATION 72 LOCATION Map
Document Location: G:\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\FIRE STATION 72 LOCATION Map.mxd

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GIS Division
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Melbourne, FL 32901
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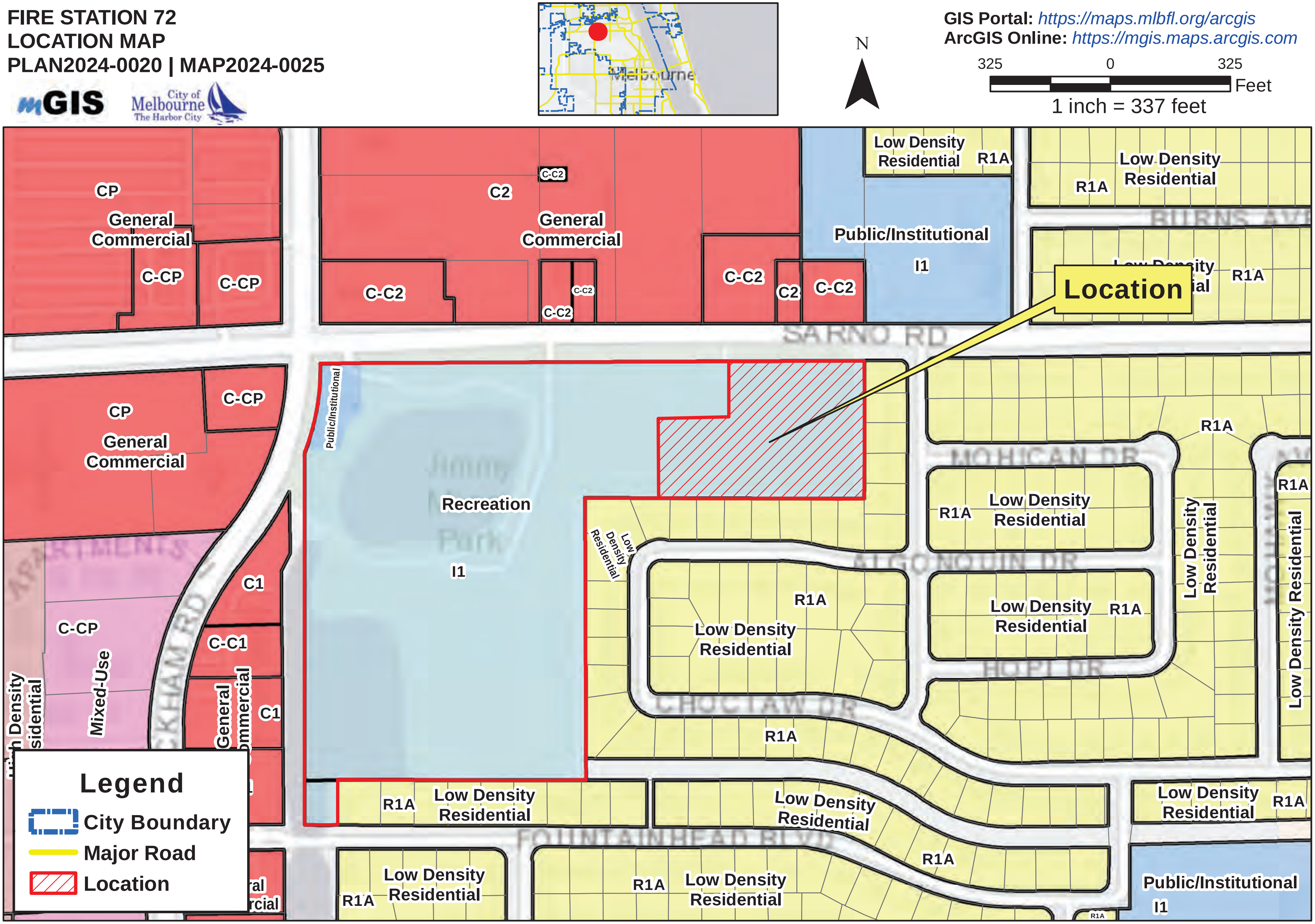
Fax: (321) 608.7719
Email: GIS@mlbfl.org

FIRE STATION 72
LOCATION MAP
PLAN2024-0020 | MAP2024-0025

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



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Title: FIRE STATION 72
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 6/19/2025 11:56:12 AM
Document Name: FIRE STATION 72 FLU & Z Map
Document Location: G:\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\FIRE STATION 72 FLU & Z Map.mxd

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Email: GIS@mlbfl.org

CITY OF MELBOURNE FIRE STATION No. 72 SITE PLAN

2769 SARNO ROAD MELBOURNE, FL 32935

UTILITY COMPANY CONTACTS:
FLORIDA POWER & LIGHT
9001 ELLIS ROAD
MELBOURNE, FLORIDA 32904
PHONE: (321) 726-4834

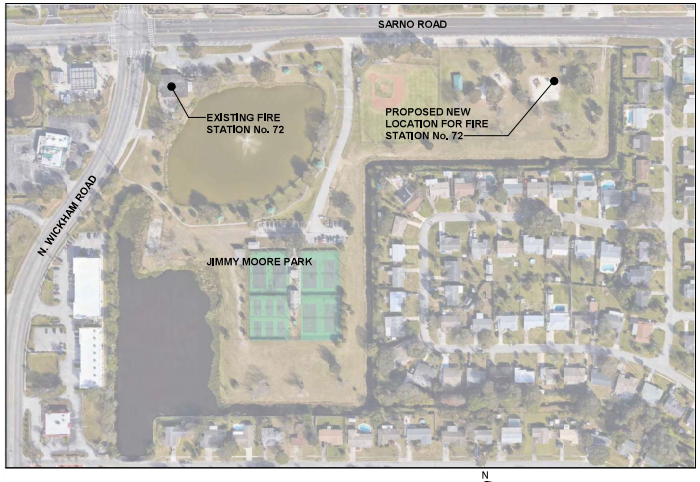
CITY OF MELBOURNE UTILITIES
2891 HARPER ROAD
MELBOURNE, FLORIDA 32904
PHONE: (321) 608-5000

AT & T TELECOMMUNICATIONS
7747 ELLIS ROAD
MELBOURNE, FLORIDA 32904
PHONE: (321) 723-0994

SPECTRUM
720 MAGNOLIA AVENUE
MELBOURNE, FLORIDA 32935
PHONE: (321) 757-6395

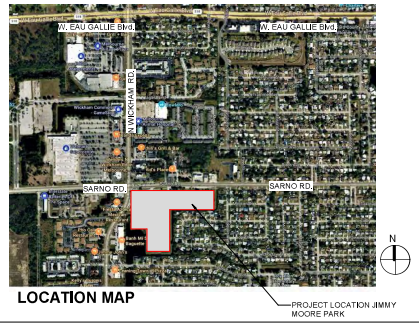
SUNSHINE 811
SUNSHINE 811
ALWAYS CALL 811 BEFORE YOU DIG
OR (800) 432-4770

CITY GAS COMPANY
OPERATIONS DEPT.
4180 S. U.S. HIGHWAY No.1
ROCKLEDGE, FLORIDA 32955
PHONE: (321) 636-4644



PROJECT SITE AERIAL MAP

N 0 80'-0" 160'-0" 320'-0" 480'-0"
GRAPHIC SCALE



LOCATION MAP

CITY COUNCIL :

MAYOR:	PAUL ALFREY
VICE MAYOR/ DISTRICT 3	DAVID NEUMAN
DISTRICT 1:	MARCUS SMITH
DISTRICT 2	MARK LARUSSO
DISTRICT 4	RACHAEL BASSETT
DISTRICT 5	MIMI HANLEY
DISTRICT 6	JULIE KENNEDY

NAME, LOCATION , OWNER, DESIGNER

PROJECT NAME:	FIRE STATION No.72
PROJECT LOCATION:	2769 SARNO ROAD MELBOURNE, FL 32935
OWNER:	CITY OF MELBOURNE
ARCHITECT:	PGAL, INC
CIVIL & SURVEY:	ALLEN ENGINEERING, INC.

INDEX SHEET:

Sheet No.	Sheet Name	Preparation Date	Subsequent Rev. Date	Current Rev. Date
G0.00	COVER SHEET	8/17/2024	4/17/2025	5/27/2025
Sheet 1 of 2	PARTIAL BOUNDARY & TOPOGRAPHIC SURVEY	2/08/2024	N/A	
Sheet 2 of 2	PARTIAL BOUNDARY & TOPOGRAPHIC SURVEY	2/08/2024	N/A	
DA1.01	PARTIAL PARK SITE DEMOLITION FOR FIRE STATION	8/17/2024	12/16/2024	4/17/2025
DA1.02	SITE DEMOLITION EXISTING FIRE STATION No.72	8/17/2024	12/16/2024	4/17/2025
A1.00	OVERALL SITE PLAN AND SITE DATA	8/17/2024	4/17/2025	5/27/2025
A1.01	SITE PLAN FIRE STATION	8/17/2024	4/17/2025	5/27/2025
A1.02	PHASE 1 - JIMMY MOORE PARK PARKING LOT	8/17/2024	12/16/2024	4/17/2025
A6.10	EXTERIOR BUILDING ELEVATIONS	8/17/2024	N/A	5/27/2025
A6.11	EXTERIOR BUILDING ELEVATIONS	8/17/2024	N/A	5/27/2025

LEGAL DESCRIPTION:

PER ORB 4723, PAGE 2324

PARCEL #1: NORTH 1/2 OF THE NORTH 1/2 OF NW 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, CONTAINING 10 ACRES +/-, AND

PARCEL #2: WEST 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF NW 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, CONTAINING 5 ACRES +/-, AND

PARCEL #3: WEST 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, CONTAINING 5 ACRES +/-.

EXCEPTING FROM PARCELS 1,2 AND 3, CANAL AND ROAD RIGHT-OF-WAY.

EXCEPT THE PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF MELBOURNE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, AS DESCRIBED IN THE EASEMENT RECORDED ON DECEMBER 13, 1991 IN OFFICIAL RECORDS BOOK 3167, PAGE 1167, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

EXCEPT THE EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT CO., AS DESCRIBED IN THE EASEMENT RECORDED ON OCTOBER 19, 1965 IN OFFICIAL RECORDS BOOK 819, PAGE 556, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

EXCEPT ANY OTHER EASEMENTS OF RECORD.

DESIGN TEAM:

ARCHITECT
PGAL
791 Park of Commerce BLVD
STE 400, Boca Raton, FL 33487
[T] 561.988.4002

CIVIL/LANDSCAPE
Allen Engineering, Inc.
106 Dixie Lane
Cocoa Beach, Florida 32931
[T] 321.783.7443

TLC -STRUCTURAL AND MEP ENGINEER
TLC Engineering Solutions, Inc.
7370 Cabot Court, Suite 103
Melbourne, FL 32940
[T] 321.636.0274

PROJECT STATUS:
SITE PLAN RESUBMISSION

PROJECT No. 1007034.00

PRINT DATE:
May 27, 2025

FILENAME: C:\Users\jbalint\Documents\COMFD_FS72_R23_jbalint@pgal.com.rvt
PLOTTED STAMP: 5/28/2025 2:35:54 PM

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ARCHITECT
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CONSULTANT

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Joby L. Balint, AIA AR-0016853

DRAWING HISTORY

No.	DATE	DESCRIPTION
A	08/17/24	Site Plan Submission
B	12/16/24	Site Plan Submission Rev.#1
C	04/17/25	Site Plan Submission Rev.#2
D	05/27/25	Final Site Plan Comments

NOTE: SHEET TO BE PRINTED IN COLOR.

PROJECT NAME
CITY OF MELBOURNE FIRE STATION #72

PROJECT LOCATION
2769 SARNO ROAD MELBOURNE, FL 32935

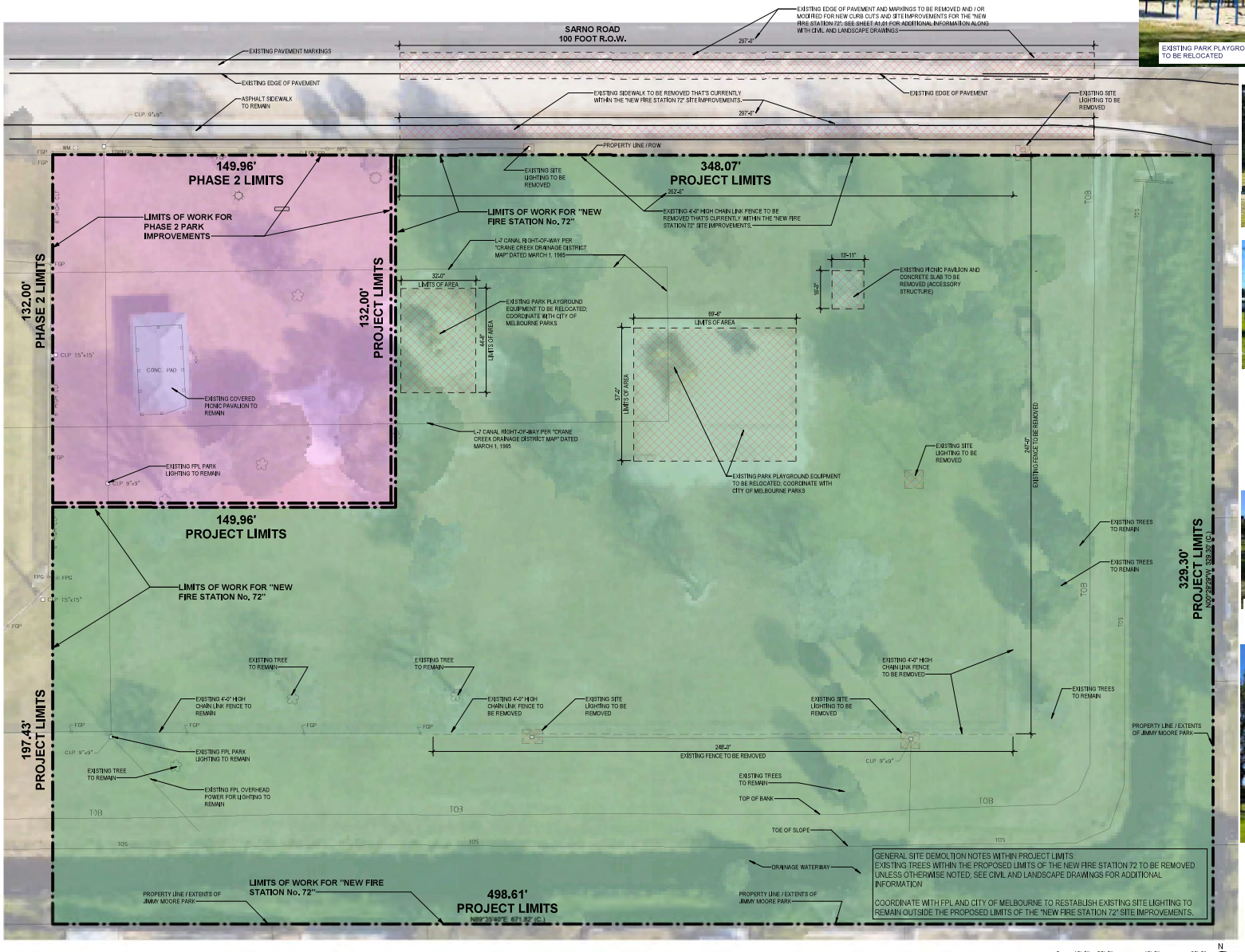
PROJECT STATUS
SITE PLAN RESUBMISSION

ISSUE
04/17/2025

PROJECT NUMBER
1007034.00

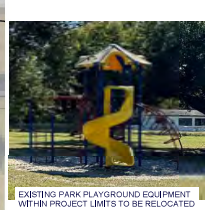
SHEET TITLE
CITY OF MELBOURNE FIRE STATION No. 72 SITE PLAN

SHEET NUMBER
G0.00



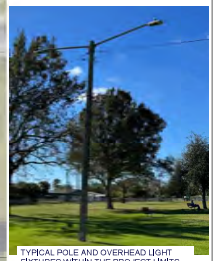
SITE DEMOLITION PLAN - PARTIAL PARK AREA 1" = 20'-0" (1)

EXISTING PARK PLAYGROUND EQUIPMENT WITHIN PROJECT LIMITS TO BE RELOCATED


EXISTING PARK PLAYGROUND EQUIPMENT WITHIN PROJECT LIMITS TO BE RELOCATED

PICNIC PAVILION TO BE REMOVED

TYPICAL CHAIN LINK FENCE (CLF), ASPHALT SIDEWALK AND LIGHTING TO BE REMOVED IN FRONT OF THE NEW FIRE STATION / PROJECT LIMITS ALONG SARNO ROAD.


TYPICAL POLE AND OVERHEAD LIGHT FIXTURES WITHIN THE PROJECT LIMITS TO BE REMOVED - FPL PARK LIGHTING

TOTAL NUMBER OF STRUCTURES TO BE DEMOLISHED: 1 OPEN AIR PICNIC PAVILION (ACCESSORY STRUCTURE)

TOTAL IMPERVIOUS AREA TO BE DEMOLISHED: 0 SF (NOTE: NO EXISTING IMPERVIOUS AREA WITHIN THE PROJECT LIMITS FOR FIRE STATION 72)

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DRAWING HISTORY

No.	Date	Description
A	06/17/24	Site Plan Submission
B	12/16/24	Site Plan Submission Rev #1
C	04/17/25	Site Plan Submission Rev #2

PROJECT NAME
CITY OF MELBOURNE FIRE STATION #72

PROJECT LOCATION
2769 SARNO ROAD
MELBOURNE, FL
32935

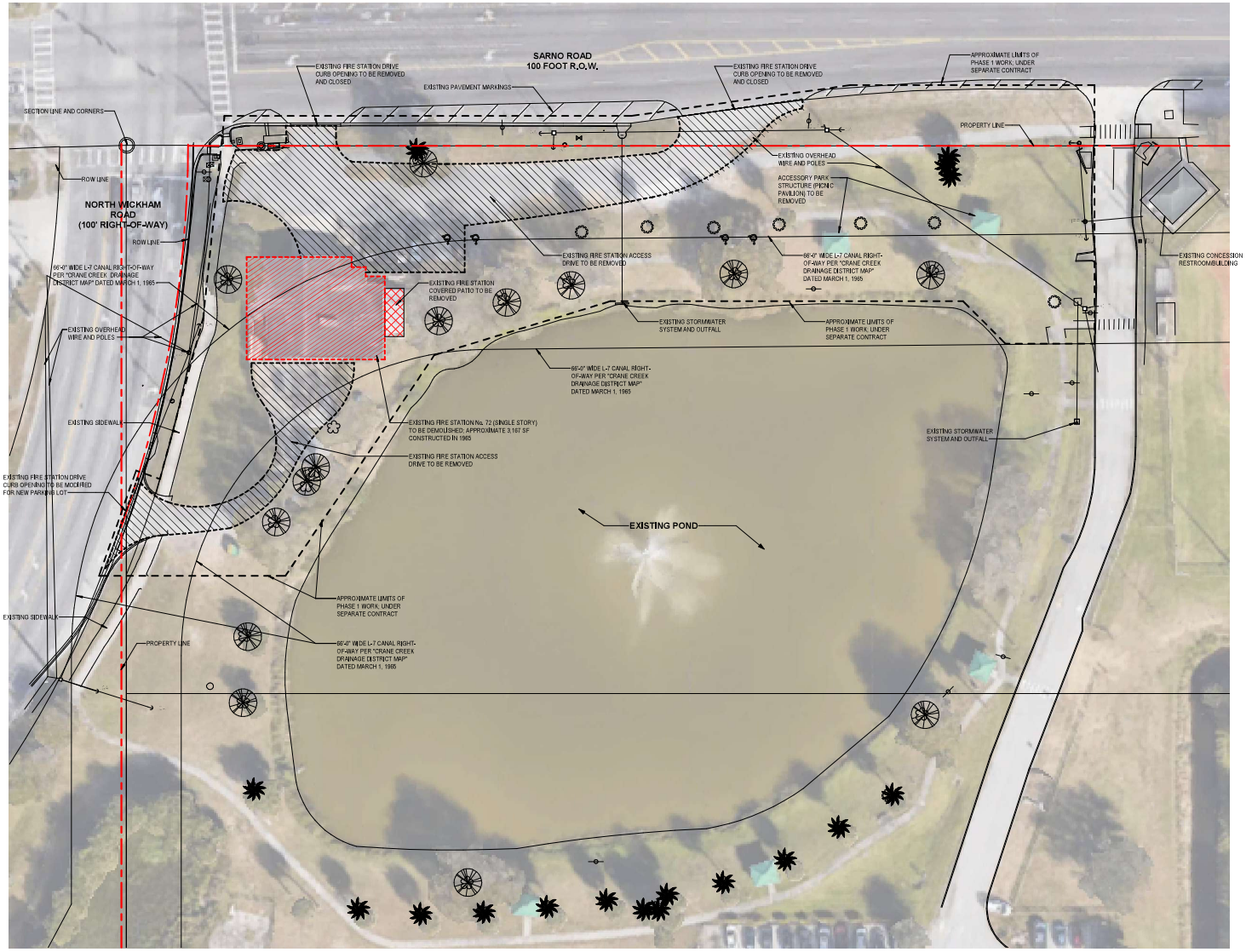
PROJECT STATUS
SITE PLAN RESUBMISSION

ISSUE
04/17/2025

PROJECT NUMBER
1007034.00

SHEET TITLE
SITE DEMOLITION PLAN - PARTIAL PARK AREA

SHEET NUMBER
DA1.01



NOTE: PHASE 1 SITE DEMOLITION WILL BE UNDER A SEPARATE CONTRACT AND BY OTHERS

PHASE 1 - SITE DEMOLITION EXISTING FIRE STATION | 1" = 30'-0" (1)

SITE DEMOLITION DATA:

TOTAL NUMBER OF STRUCTURES TO BE DEMOLISHED: 1 BUILDING / 3,167 SF

ACCESSORY PARK STRUCTURES TO BE DEMOLISHED: 2 OPEN AIR PICNIC PAVILIONS

TOTAL IMPERVIOUS AREA TO BE DEMOLISHED: 19,083 SF (ACCESS DRIVE & PARKING)

SITE DEMOLITION NARRATIVE:

SINGLE STORY FIRE STATION No. 72 CONSTRUCTED IN 1965 TO BE DEMOLISHED WITH ASSOCIATED ACCESS DRIVES AND PARKING. THIS WORK TO BE COMPLETED UNDER PHASE 1 UNDER SEPARATE CONTRACT AND BY OTHERS.

APPROXIMATE GSF: 3,167 SF
PLUMBING FIXTURES REMOVED:
- ONE (1) KITCHEN SINK
- TWO (2) SHOWERS
- TWO (2) LAVATORY SINKS
- TWO (2) TOILETS
- ONE (1) URINAL
- ONE (1) DRINKING FOUNTAIN
- ONE (1) JANITOR SINK

TWO (2) EXISTING ACCESS DRIVES ALONG SARNO ROAD TO BE REMOVED AND CLOSED.

ONE (1) EXISTING ACCESS DRIVE ALONG NORTH WICKHAM ROAD TO BE MODIFIED FOR REUSE TO SERVE THE NEW PROPOSED PARKING LOT IMPROVEMENTS.

TWO (2) EXISTING COVERED PICNIC PAVILIONS TO BE REMOVED.

SIX (6) EXISTING STAFF PARKING AT FIRE STATION No. 72 TO BE REMOVED.

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DRAWING HISTORY

No.	Date	Description
A	08/17/24	Site Plan Submission
B	12/16/24	Site Plan Submission Rev.#1
C	04/17/25	Site Plan Submission Rev.#2

PROJECT NAME
CITY OF MELBOURNE FIRE STATION #72

PROJECT LOCATION
2769 SARNO ROAD
MELBOURNE, FL
32935

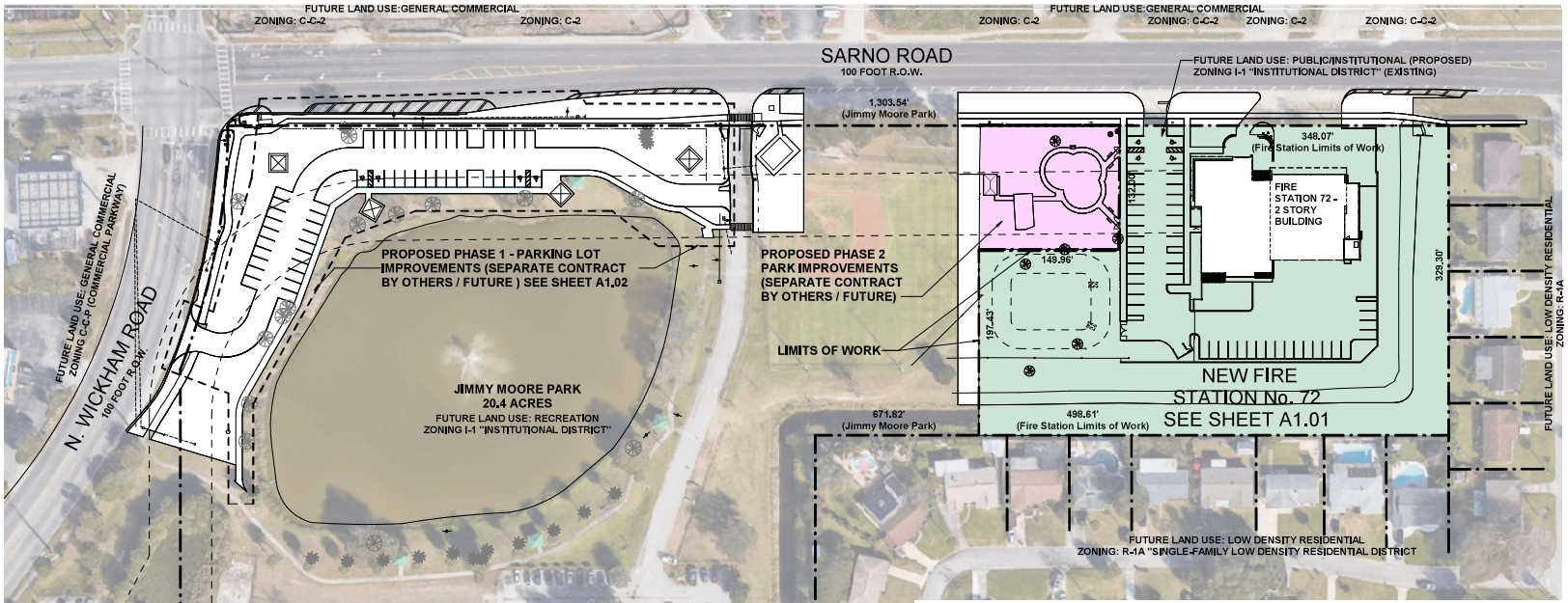
PROJECT STATUS
SITE PLAN RESUBMISSION

ISSUE
04/17/2025

PROJECT NUMBER
1007034.00

SHEET TITLE
SITE DEMOLITION EXISTING FIRE STATION No. 72

SHEET NUMBER
DA1.02



NOTE: The emergency generator will be within a manufactured acoustical and impact resistant enclosure. The generator will be screened by the 8' pre-cast concrete wall. The belly tank will be a double wall above ground tank. The generator will only be operational during power outages and monthly tested as required by Building Codes and NFPA for essential facilities.

N

0 30'-0" 60'-0" 120'-0" 180'-0"

GRAPHIC SCALE

OVERALL PROPOSED SITE PLAN | 1" = 60'-0" (1)

PROPERTY INFORMATION

Tax Account Number(s):	2720641
PARCEL I.D	27-37-19-00-501
Address (if one exists):	2801, 2857 & 2937 Sarno Road
Property Acreage:	20.4 ACRES (886,382.10 SF)
Area of Development:	3.31 ACRES (144,344 SF)
Future Land Use Map Classification:	RECREATION AND PUBLIC INSTITUTIONAL
Zoning Designation:	I-1
Total Square Footage of Proposed Use:	18,525 SF
Total Number of Buildings Proposed:	1
Maximum Permitted Height:	N/A
Proposed Height:	39'-4"
Proposed Number of Building Floors: (Including Mezzanine)	2 (with the Mezzanine)
Maximum FAR Permitted:	0.50 FAR
Proposed FAR :18,525 SF / 886,382.10 =	0.021 FAR

BUILDING SETBACKS:

	PERMITTED	PROVIDED
FRONT (NORTH) abutting Sarno Road	25 FEET	33'-3"
SIDE (EAST) abutting SFR	50 FEET*	93'-8"
SIDE (SOUTH) abutting SFR	50 FEET*	168'-3"
SIDE (WEST) abutting the park area	25 FEET	83'-10"

*NOTE: ADDITIONAL SETBACKS ARE REQUIRED FOR WHEN ABUTTING SINGLE FAMILY RESIDENTIAL ZONING / USES, PER APPENDIX B, ARTICLE V, SECTION 2 (d) TABLE 2b, FOOTNOTE 13.

EXISTING IMPERVIOUS	112,783 SF	12.7%
PROPOSED IMPERVIOUS	182,823 SF	20.6%

PARKING REQUIREMENTS

Per City Code: one space per employee on the largest working shift, plus two additional spaces for the public.

Required:	Staff per shift(10 employees) +2 Visitor spaces =12 Spaces required (including 1 ADA space)
Provided:	20 employee spaces 25 visitor spaces (Fire Station and Park) 4 ADA spaces
Total	49 spaces

PHASE 1 - 46 REGULAR SPACES / 4 ADA SPACES FOR JIMMY MOORE PARK (PUBLIC - SEE SITE PLAN)

GENERAL STATEMENT OF THE PROJECT:

The existing Fire Station 72 is located at the northwest corner of Jimmy More Park at the corner of Sarno Road and North Wickham Road, Jimmy Moore Park, including the Fire Station area have I-1 (Public/ Institutional) zoning. Most of the park is designated with Recreation Future Land use Map classification; however, approximately 0.44 Acres at this corner is designated with a Public/ Institutional Future Land Use Map classification.

The site plan includes the construction of a new 18,525± square foot, 21'-6" tall fire station, along with an 800± square foot mezzanine, administrative multipurpose area, living quarters and support spaces, apparatus/truck bays and support spaces, and a training area with a 39'-4" tall training stair. This will be located on a 3.33±-acre portion of an overall 20.4± acre existing city park. Other improvements include parking, landscaping, stormwater management, as well as a buffer that includes a minimum 75-foot separation from adjacent residential zoning/uses and a minimum 8-foot tall masonry wall. This request requires a Future Land Use Amendment from Recreation to Public/Institutional as part of the site plan approval process, as well as a vacate of the old L-7 Canal right-of-way, dated 1965. (The L-1 Canal is currently located along the east and south sides of the park and will not be affected by the vacate.)

Future Phase 1 - Future work by others. Once the new Fire Station 72 is operational, this phase will include the demolition of the existing 3,167 SF single story fire station and improvements along Sarno Road and North Wickham Road. The area of improvement is 1.80 ± acres, which includes new parking, sidewalks and landscaping. This phase will be under a separate contract with the City.

Future Phase 2 - Future work by others. This phase to include a new playground equipment, accessory restroom structure, benches and sidewalks, which will be located between the existing ballfield and the new fire station improvements. This phase will be under separate contract with the City.

SITE PLAN NOTES:

1. STORMWATER SHALL MEET THE APPLICABLE REQUIREMENTS OF CHAPTER 50.
2. DUMPSTER SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II. SEPARATE PERMIT IS REQUIRED.
3. WALLS/FENCES SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE III. SEPARATE PERMIT IS REQUIRED.
4. PARKING SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE V.
5. LANDSCAPING SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE XV.
6. SIGNS SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 11. SEPARATE PERMIT IS REQUIRED.
7. THIS DEVELOPMENT WILL REQUIRE A 2-INCH METER.

CLIENT

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No.	DATE	DESCRIPTION
A	06/17/24	Site Plan Submission
B	12/16/24	Site Plan Submission Rev #1
C	04/17/25	Site Plan Submission Rev #2
D	05/27/25	Final Site Plan Comments

PROJECT NAME
CITY OF MELBOURNE FIRE STATION #72

PROJECT LOCATION
2769 SARNO ROAD
MELBOURNE, FL 32935

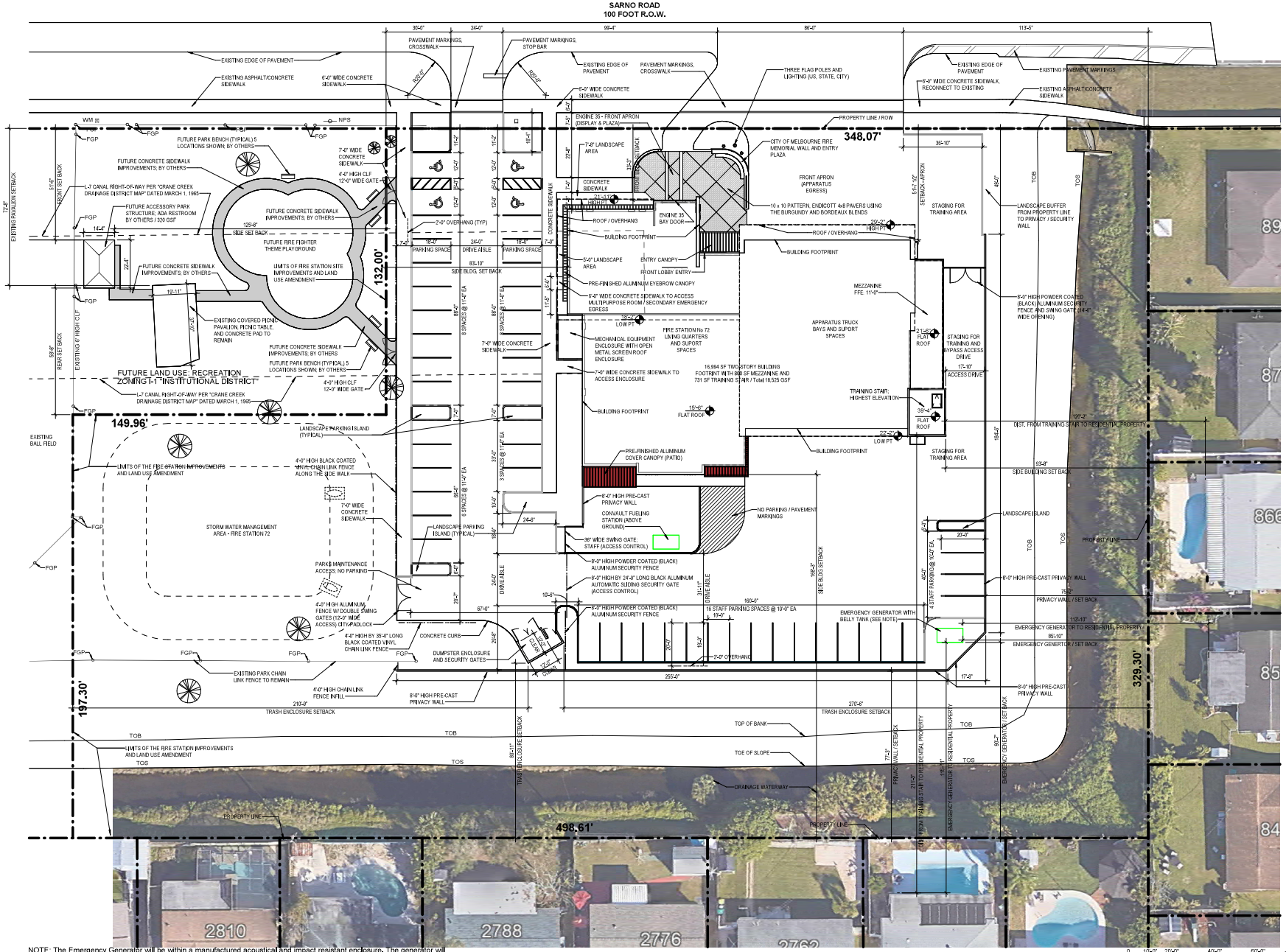
PROJECT STATUS
SITE PLAN RESUBMISSION

ISSUE
04/17/2025

PROJECT NUMBER
1007034.00

SHEET TITLE
OVERALL SITE PLAN AND SITE DATA

SHEET NUMBER
A1.00



NOTE: The Emergency Generator will be within a manufactured acoustical and impact resistant enclosure. The generator will be screened by the 8'-0" high pre-cast concrete wall. The belly tank will be a double wall above ground tank. The generator will only be operational during power outages and monthly tested as required by Building Codes and NFPA for essential facilities.

NOTE: Phase 2 "Future Park Improvements" adjacent to the new fire station are shown on this sheet. The proposed phase 2 improvements to be under separate contract and by others as noted in the site plan above.

GRAPHIC SCALE 0 10'-0" 20'-0" 40'-0" 60'-0"

SITE PLAN - FIRE STATION 1" = 20'-0" (1)

CLIENT

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32935

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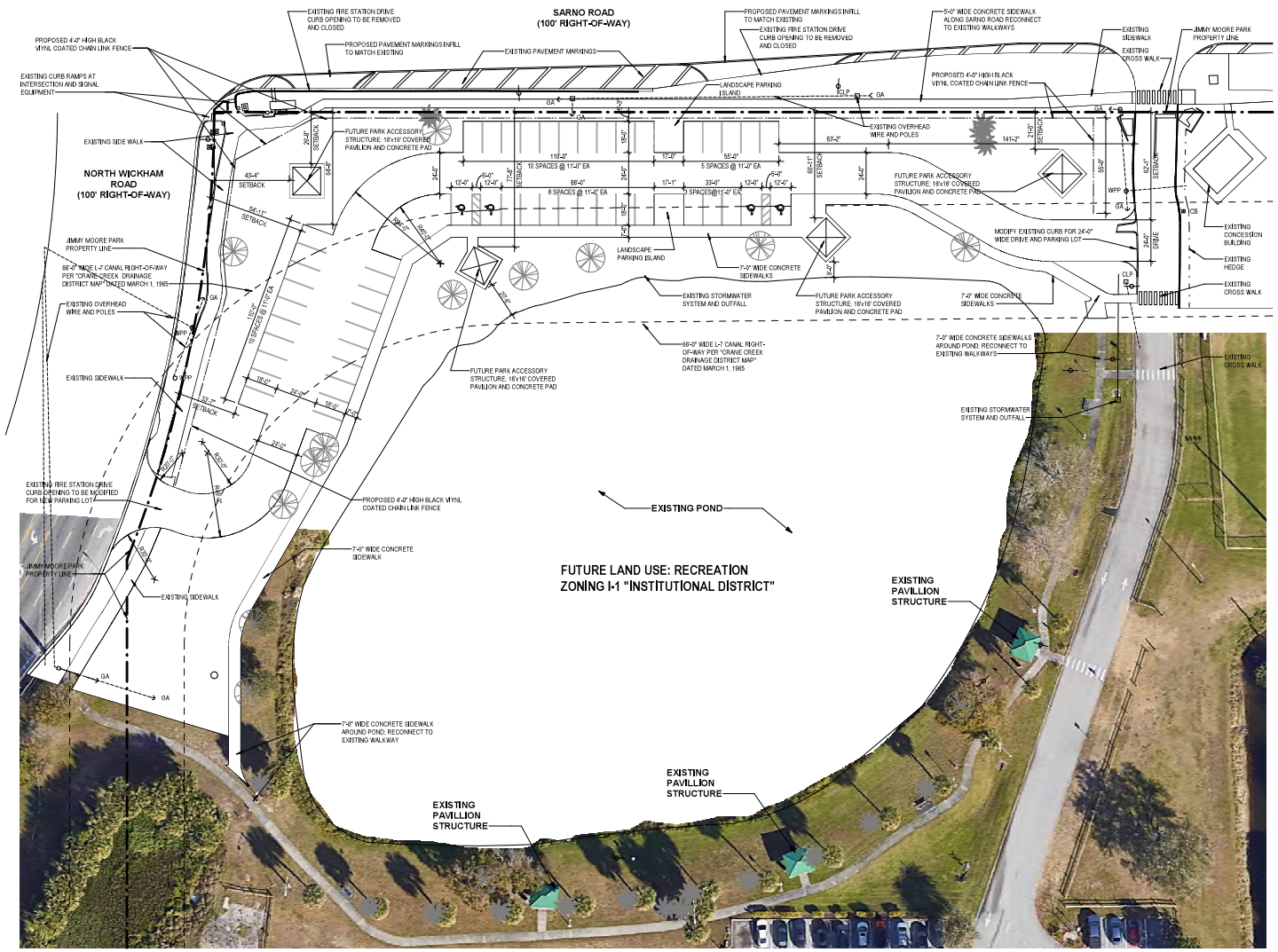
SITE PLAN RESUBMISSION

ISSUE
04/17/2025

PROJECT NUMBER
1007034.00

SHEET TITLE
SITE PLAN - FIRE STATION

SHEET NUMBER
A1.01



FUTURE WORK BY OTHERS: PHASE 1 - THE DEMOLITION OF THE EXISTING FIRE STATION 72, PROPOSED PARKING LOT IMPROVEMENT, FENCING, SIDEWALKS AND OPEN AIR PICNIC PAVALLIONS (ACCESSORY STRUCTURES).

N

0 15'-0" 30'-0" 60'-0" 90'-0"
GRAPHIC SCALE

PHASE 1 - SITE PLAN JIMMY MOORE PARK PARKING LOT 1" = 30'-0" (1)

PROPOSED STRUCTURES:

FOUR (4) 16'-0" x 16'-0" OPEN AIR COVER PICNIC PAVILIONS

PROPOSED PARKING:

46 PUBLIC PARKING SPACES (11 x 18)
4 ADA PUBLIC PARKING SPACES (12 x 18)

TOTAL PROVIDED: 50 PARKING SPACES
TOTAL REQUIRED: 0 PARKING SPACES

NOTE: ALL PARKING HAS BEEN DESIGNED WITH A 2'-0" OVERHANG

SITE DATA:

PROPOSED IMPERVIOUS: 33,115 SF (PROPOSED PARKING & SIDEWALKS)

CLIENT

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CITY OF MELBOURNE FIRE STATION #72

PROJECT LOCATION

2769 SARNO ROAD
MELBOURNE, FL
32935

PROJECT STATUS

SITE PLAN RESUBMISSION

ISSUE

04/17/2025

PROJECT NUMBER

1007034.00

SHEET TITLE

PHASE 1-SITE PLAN - JIMMY MOORE PARK PARKING LOT

SHEET NUMBER

A1.02

CITY OF MELBOURNE FIRE STATION #72

CORNER ENTRY

05/27/25

PGAL

CITY OF MELBOURNE FIRE STATION #72

FRONT ENTRANCE

05/27/25

PGAL

CITY OF MELBOURNE FIRE STATION #72

ENGINE 35 - WEST FACADE

05/27/25

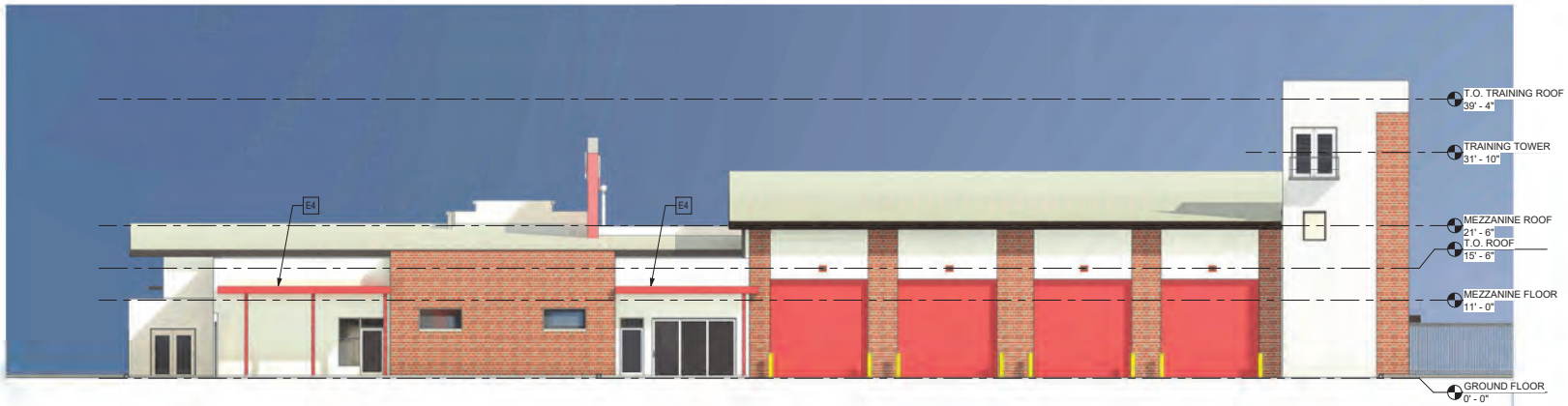
PGAL

CITY OF MELBOURNE FIRE STATION #72

TRAINING TOWER & BOH

05/27/25

PGAL



SOUTH ELEVATION 1/8" = 1'-0" (2)

NORTH ELEVATION 1/8" = 1'-0" (1)

ELEVATION NOTES

1. DO NOT SCALE DRAWINGS, CONTACT THE ARCHITECT IN WRITING FOR CLARIFICATIONS OR MISSING DIMENSIONS.
2. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCY, INACCURACY OR CONFLICTING INFORMATION IN WRITING BEFORE EXECUTION OF WORK.
3. BUILDING FINISH FLOOR ELEVATION IS 0'-0" FOR ARCHITECTURAL COORDINATION.
4. REFER TO CIVIL DRAWINGS FOR ACTUAL DATUM, FINISH FLOOR ELEVATION.
5. ALL EXTERIOR PENETRATIONS, JOINTS, DOORS AND WINDOWS TO BE SEALED WITH SILICONE SEALANT. COLOR TO MATCH ADJACENT.
6. FINISHES, TRIM, DECORATIVE ELEMENTS ETC. SHALL WRAP ALL ELEVATIONS OF WALLS, ALCOVES, ETC. NOT ALL EXTERIOR WALL RETURNS (ELEVATIONS) MAY BE SHOWN.
7. REFER TO STRUCTURAL DRAWINGS FOR "ALLOWABLE" DESIGN WIND PRESSURES. ALL DOORS, LOUVERS AND WINDOWS TO HAVE CURRENT MIAMI DADE N.O.A. AND FLORIDA PRODUCT APPROVALS.
8. ALL OPENINGS SHALL BE "LEVEL E" LARGE MISSILE IMPACTED RATED FOR "ESSENTIAL BUILDINGS".

GRAPHIC LEGEND

REFERENCE TYPICAL LEGEND GRAPHICS ON GENERAL PROJECT INFORMATION SHEET

- ##.## — KEYNOTE REFERENCE
- C J — CONTROL JOINT
- X — COLOR TAG
- + ## # PSF / - ## # PSF — DOOR / WINDOW WIND PRESSURE
- 12 / # — SLOPE RATIO

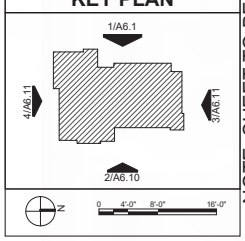
EXT. MATERIAL SCHED.

- COLOR A: MAIN BUILDING COLOR SW 7661 "REFLECTION"
- COLOR B: ACCENT COLOR / APPARATUS BAY DOORS ACCENT WALL, AND CANOPIES (BOH) SW 6866 "HEARTTHROB"
- COLOR C: ACCENT COLOR / BOH BOLLARDS SW 4084 "SAFETY YELLOW"
- COLOR D: ACCENT COLOR / BOLLARDS, SOFFITS, AND PROJECTIONS SW 7048 "URBANE BRONZE"
- MATERIAL: THIN BRICK (FIELD) ENDICOTT COLOR: BURGUNDY SANDS TEXTURE: NO TEXTURE / SQUARE EDGE SIZE: 1/2" THICK - MODULAR
- MATERIAL: THIN BRICK (ACCENT) ENDICOTT COLOR: BURGUNDY SANDS - HERITAGE SIZE: 5/8" THICK - MODULAR NOTE: NORTH ELEVATION OF ENGINE 35 BAY
- MATERIAL: PRECAST ARCHITECTURAL STONE NATURAL LIMESTONE 2" THICK NOTE: NORTH ELEVATION OF ENGINE 35 BAY. PROVIDE MATCHING TRIM PIECES
- TILT PANELS (FIELD): SMOOTH FINISH, PAINTED (SEE SPECS AND EXT. PAINT SCHEDULE)
- TILT PANELS (ACCENT): FRITZGERALD FORMLINERS 14305 FLUTED RIB (0.5" DEEP, 1 1/2" O.C.) VERTICAL ORIENTATION (TRAINING TOWER)
- EXT. GLAZING TINT: CRYSTAL GRAY (19) VIRACON
- ALUMINUM WINDOW/STOREFRONT FRAME COLOR: SW7048 URBANE BRONZE
- ALUMINUM LOUVER COLOR: SW7048 URBANE BRONZE

KEYNOTE LEGEND

No.	DESCRIPTION
E1	PREFINISHED ALUMINUM COPING CAP
E2	20" HIGH; REVERSE CHANNEL LETTERS, LED LIT, ALUMINUM, COLOR "WHITE" - FONT STYLE "KREON REGULAR"
E3	8" BY 30" PROJECTION PRE-FINISHED ALUMINUM EYE BROW PROJECTION
E4	PRE-FINISHED ALUMINUM CANOPY COVER
E5	48" DIA. MELBOURNE FIRE DEPARTMENT LOGO - ALUMINUM CAST AND CUT FOR 3D RELIEF AND LED BACK LIT - WITH STATIC MULTI COLOR OPTIONS FOR ADJUSTMENTS

KEY PLAN



NOTE: SHEET TO BE PRINTED IN COLOR.

CLIENT

900 East Strawbridge Avenue
Melbourne, FL 32901

www.melbourneflorida.org

T: (321) 608 7000

ARCHITECT

PGAL

791 Park of Commerce BLVD.
SUITE 400
BOCA RATON, FL 33487

T 561 988 4002
F 561 988 3002

Q.A. LIC. NO. AR94498
www.pgal.com

5/27/2025

Joby L. Balint, AIA AR-0016653

DRAWING HISTORY

No.	DATE	DESCRIPTION
A	08/17/24	Site Plan Submission
B	05/27/25	Final Site Plan Comments

PROJECT NAME
CITY OF MELBOURNE FIRE STATION #72

PROJECT LOCATION
2769 SARNO ROAD
MELBOURNE, FL
32935

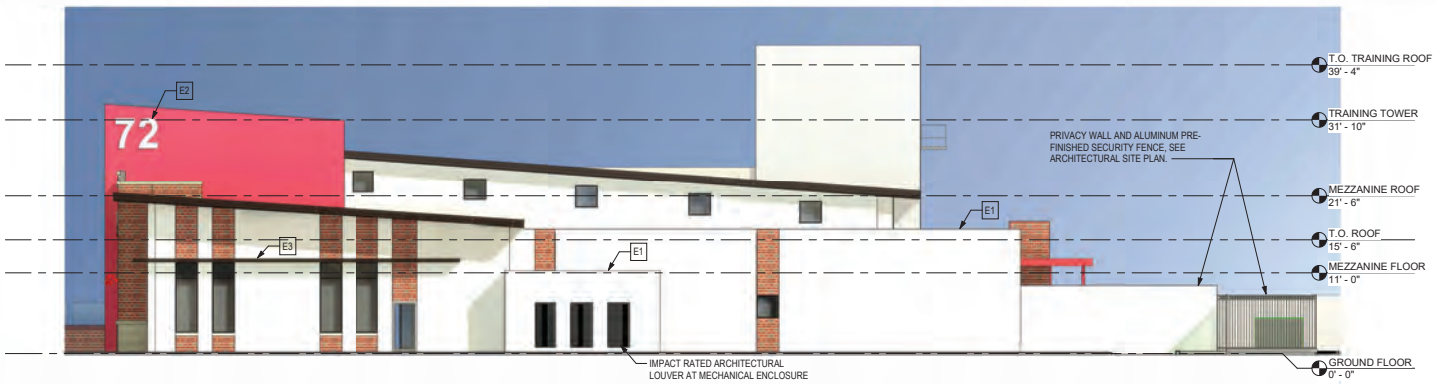
PROJECT STATUS
SITE PLAN RESUBMISSION

ISSUE
04/17/2025

PROJECT NUMBER
1007034.00

SHEET TITLE
EXTERIOR BUILDING ELEVATIONS

SHEET NUMBER
A6.10



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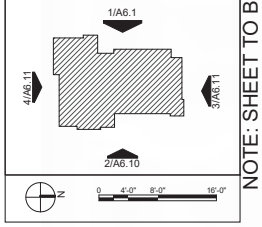

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REGISTRATION

Copyright © 2025

5/27/2025

Joby L. Balint, AIA AR-0016653

DRAWING HISTORY

No.	DATE	DESCRIPTION
A	08/17/24	Site Plan Submission
B	05/27/25	Final Site Plan Comments

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CITY OF MELBOURNE FIRE STATION #72

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2769 SARNO ROAD
MELBOURNE, FL
32935

PROJECT STATUS
SITE PLAN RESUBMISSION

ISSUE
04/17/2025

PROJECT NUMBER
1007034.00

SHEET TITLE
EXTERIOR BUILDING ELEVATIONS

SHEET NUMBER
A6.11

NOTICE of intent to file written protest

COMPREHENSIVE PLAN MAP (MAP2024-0025) & SITE PLAN APPROVAL (PLAN2024-0020) FIRE STATION 72

10:40AM
RECEIVED
JUN - 9 2025
Community Development

June 8, 2025

City of Melbourne Community Development Director,

My name is Lance Kotowski the property owner of 2753 Algonquin Drive Melbourne FL 32935.

This letter is to inform you that I intend to file a petition of protest regarding the Comprehensive Plan Map Amendment (Map2024-0025) & Site Plan Approval (Plan2024-0020) Fire Station 72.

The subject of my protest is the property of 2801,2857 & 2937 Sarno Road Melbourne FL 32935 (Account #2720641)

Sincerely yours,

LANCE KOTOWSKI
2753 ALGONQUIN DRIVE MELBOURNE FL 32935 321-757-8380

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LANCE KOTOWSKI
2753 ALGONQUIN DRIVE MELBOURNE FL 32935 321-757-8380

11:03 AM
RECEIVED
JUN 12 2025
Community Development

CITY OF MELBOURNE
COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

The following individual property owners who own property within 500 feet of the proposed amendment area are opposed to comprehensive plan amendment map amendment request: MAP 2024-0025 + PLan2024-0028 and by signature below, intend to exercise the 6/7 rule as provided in Chapter 4, Section 4.12.

Cut-Off Date for submittal of the petition: June 12th 2025

PRINT FULL NAME	SIGNATURE	DATE
Sean P. Kelly		JUN 9 2025
2616 Algonquin Dr.	SPK2287@yahoo.com	321-576-4042
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
Dora Vizcaino	Vizcaino	6/10/25
2776 Algonquin Dr.	dvizcaino05@hotmail.com	3215252192
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
PATRICK WEST BROOKS	Patrick Brooks	6-10-25
2680 ALGONQUIN DR		321-508-4504
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL PATWESTBROOKS@TCJOU.net.com	TELEPHONE
Julia Johnson	Julia Johnson	6-10-2025
2652 Algonquin Dr	Johnson.Julia@icloud.com	
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL 321-259-2280	TELEPHONE
Branning, Patrick		6-10-2025
2701 Algonquin Dr.	Patrickbranning42@Gmail.com	337-764-9188
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
Deborah L Wossata	Deborah L Wossata	6-10-25
2702 Hopi Dr.	Wossata02@bellsouth.net	321-242-2531
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
DAVID L BUETTNER	David L Buettner	6-10-25
2691 HOPI DRIVE	DAVIDLEEBUETTNER@YAHOO.COM	321-271-9127
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
Donald Lavoie		6/10/25
2752 Choctaw Dr.	dlavoie1984@gmail.com	321-252-0190
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

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AS OF: 12/4/23

CITY OF MELBOURNE
COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

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Cut-Off Date for submittal of the petition: June 12th 2025

PRINT FULL NAME	SIGNATURE	DATE
Jennifer Ladouceur	Jladouceur	6/9/2025
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
2740 Algonquin Dr.	bailey1079@gmail.com	321-557-6000
Joshua Kelley		6/9/25
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
2675 Mohican Dr	Joshuakelley1369@gmail	321 537 8369
Brianna Kelley	Brianna Kelley	6/9/2025
PRINT FULL NAME	SIGNATURE	DATE
2675 Mohican Dr.	Briannajean87@gmail.com	321-537-0369
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
Garrett Oetken		6/9/2025
PRINT FULL NAME	SIGNATURE	DATE
2663 Mohican DRIVE	GARRETTTREC42@GMAIL.COM	5135563324
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
✓ HEATHER MARIE JINKS		6/9/2025
PRINT FULL NAME	SIGNATURE	DATE
2663 Mohican Drive	heatherjinks@hotmail.com	3214176083
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
✓ Vickie Dunnavant	Vickie Dunnavant	6/9/2025
PRINT FULL NAME	SIGNATURE	DATE
2664 Mohican Drive	vickiedunnavant@yahoo.net	[illegible]
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
Orlando Lopez		6/9/2025
PRINT FULL NAME	SIGNATURE	DATE
2702 Mohican Dr	PDFlex@gmail.com	3215143645
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
✓ JOSE H. ALCOURT		6-9-25
PRINT FULL NAME	SIGNATURE	DATE
2703 Sasso Rd	J.Alcourt	321-[illegible]
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
✓ Mary Wooten	Mary Wooten	6-9-25
PRINT FULL NAME	SIGNATURE	DATE
866 Iroquois	sarw866@yahoo.com	321 501 3532
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

RECEIVED JUN 12 2025 Community Development 11:03AM

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Cut-Off Date for submittal of the petition: June 12th 2025

PRINT FULL NAME	SIGNATURE	DATE
✓ Benjamin Sostre	Benjamin Sostre	6/9/2025
PRINT PROPERTY ADDRESS W/IN 500 FT: 2750 Algonquin Dr	EMAIL: SostreK@AOL.com	TELEPHONE: 407 334 4932
✓ Linda Goins	Linda Goins	6/9/2025
PRINT PROPERTY ADDRESS W/IN 500 FT: 2739 Algonquin Dr..	EMAIL: glgoins@gmail.com	TELEPHONE: 321-604-8903
Gary Goins		
PRINT PROPERTY ADDRESS W/IN 500 FT: 2739 Algonquin Dr.	EMAIL: glgoins@gmail	TELEPHONE
✓ Lance Kotowski		6/9/25
PRINT PROPERTY ADDRESS W/IN 500 FT: 2753 Algonquin Drive.	EMAIL: lance@lankosigns.com	TELEPHONE: 3217578380
✓ Arlette Nelson	Arlette Nelson	6/9/2025
PRINT PROPERTY ADDRESS W/IN 500 FT: 2820 Algonquin Drive	EMAIL: nelsona@bellsouth.net	TELEPHONE: 321-254-0888
✓ WINIFRED BRACY	Winifred B Bracy	6-9-25
PRINT PROPERTY ADDRESS W/IN 500 FT: 2815 algonquin Dr.	EMAIL: 321-622-4914	TELEPHONE: 6-9-25
✓ ROBERT HAMMER		JUNE 9-25
PRINT PROPERTY ADDRESS W/IN 500 FT: 2801 ALGONQUIN DR	EMAIL: No Email	TELEPHONE: 321 604-8325
✓ Diane Murray		6/9/25
PRINT PROPERTY ADDRESS W/IN 500 FT: 2830 Algon Quin Dr	EMAIL	TELEPHONE: 321-614-9072
✓ Stacey Marie Saunders	Stacey Saunders	6/9/25
PRINT PROPERTY ADDRESS W/IN 500 FT: 2788 Algonquin Dr	EMAIL: N/A	TELEPHONE: 321-446-9639

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Cut-Off Date for submittal of the petition: June 12th 2025

PRINT FULL NAME	SIGNATURE	DATE
Flora Hart	Flora Hart	6-9-25
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
766 Iroquois Ave	Flo1954@AOL.com	3212429436
Denise Diemer Ketchum	Denise D. Ketchum	6-9-25
2762 ALGONQUIN DR.	Chateauchats.DDK@gmail.com	321 259 2532
Garrett Nauth	[illegible]	6-9-25
2765 Algonquin DR	garrettnauth@gmail.com	321 474 1073
Linda Street	Linda Street	6/10/25
2700 Sarno Rd. Bowe Gardens Baptist church	lin2street@gmail.com	321-242-7286

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PRINT FULL NAME	SIGNATURE	DATE
James L Corbin	[signature]	4-11-25
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
2766 Choctaw Dr	Jr Corbin 4 @ Yahoo	321-867-2919
PRINT FULL NAME	SIGNATURE	DATE
Manoranjan Karmakar	[signature]	06/11/25
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
2746 Sarno Road	Sarnomarathon@gmail.com	321 610-4009
PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
PRINT FULL NAME	SIGNATURE	DATE
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PRINT FULL NAME	SIGNATURE	DATE
MARK WOERTENDYKE	[signature]	6/9/25
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
804 IROQUOIS AVE	WOERT@HOTMIAL	321 514 0915

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

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PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

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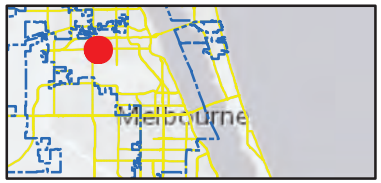
FIRE STATION 72
LOCATION MAP
PLAN2024-0020 | MAP2024-0025

GIS City of Melbourne The Harbor City



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GIS Portal: *https://maps.mlbfl.org/arcgis*
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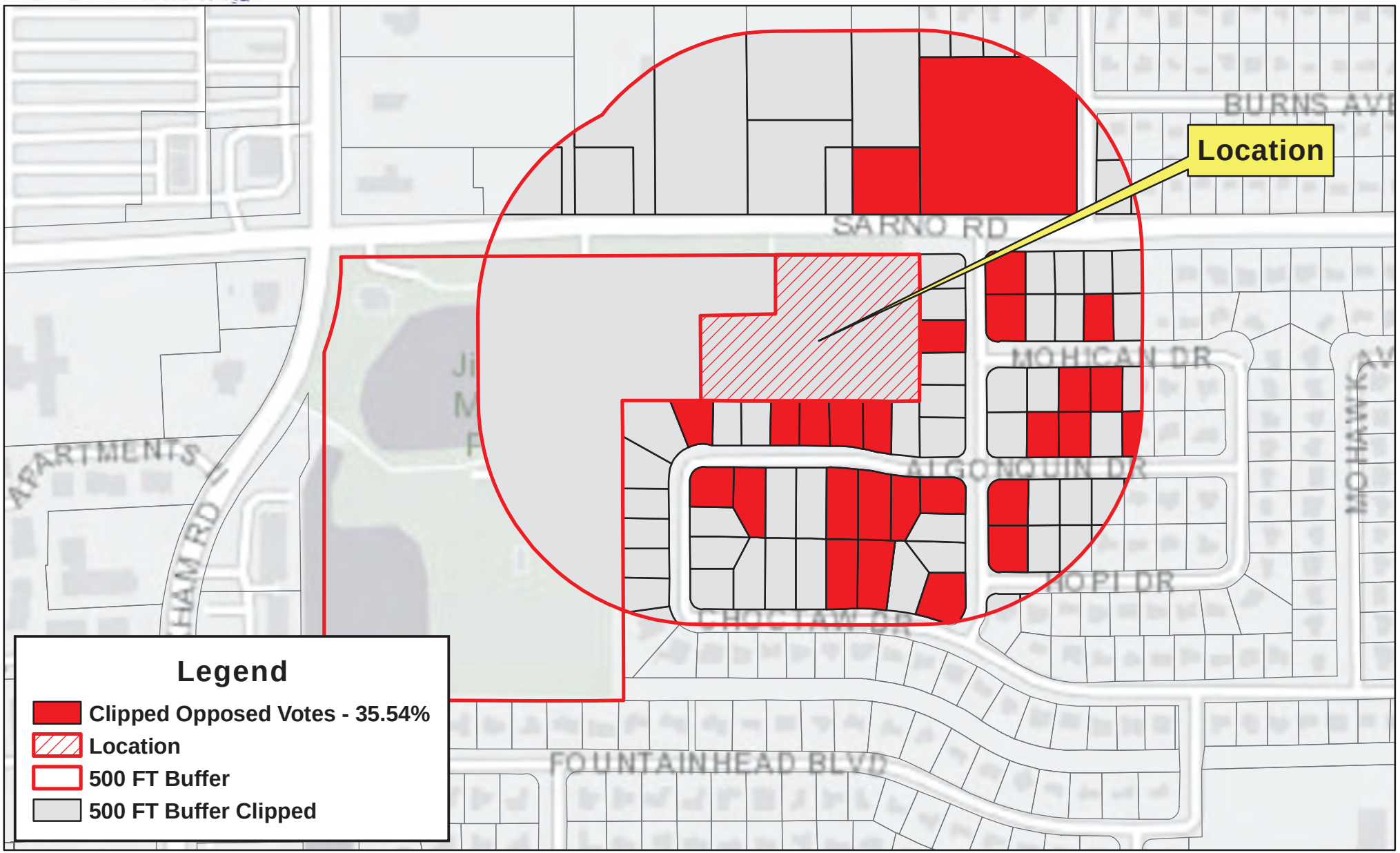

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Title: FIRE STATION 72
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 6/24/2025 5:00:34 PM
Document Name: FIRE STATION 72 Petition Map
Document Location: G:\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\FIRE STATION 72 Petition Map.mxd

City of Melbourne
Information Technology Department
GIS Division
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Melbourne, FL 32901
P: (321) 608.7700
Fax: (321) 608.7719
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ORDINANCE NO. 2025-35

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 CHANGING THE FUTURE LAND USE MAP CLASSIFICATION FROM RECREATION TO PUBLIC LANDS/INSTITUTIONAL ON 2.67± ACRES OF PROPERTY ON AN OVERALL 20.4±-ACRE PARCEL OF LAND LOCATED ON THE SOUTH SIDE OF SARNO ROAD, EAST OF NORTH WICKHAM ROAD AND WEST OF IROQUOIS AVENUE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2024-0025)

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 July 8 and July 22, 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 over-crowding 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; Ordinance No. 2025-20 and Ordinance No. 2025-21, adopted April 22, 2025; Ordinance No. 2025-25, adopted June 10, 2025; and Ordinance No. 2025-32 and Ordinance No. 2025-35, adopted July 22, 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 MAP2024-0025 consists of an amendment to the future land use map of the comprehensive plan by changing the future land use map classification from recreation to public lands/institutional on 2.67± acres of property on an overall 20.4±-acre parcel of land located on the south side of Sarno Road, east of North Wickham Road and west of Iroquois Avenue.

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 day of , 2025 and adopted on second/final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

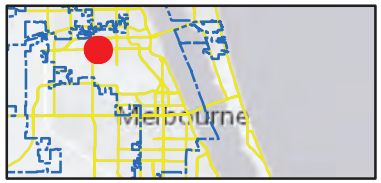
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit “A”

Ordinance No. 2025-35

FIRE STATION 72
LOCATION MAP
PLAN2024-0020 | MAP2024-0025



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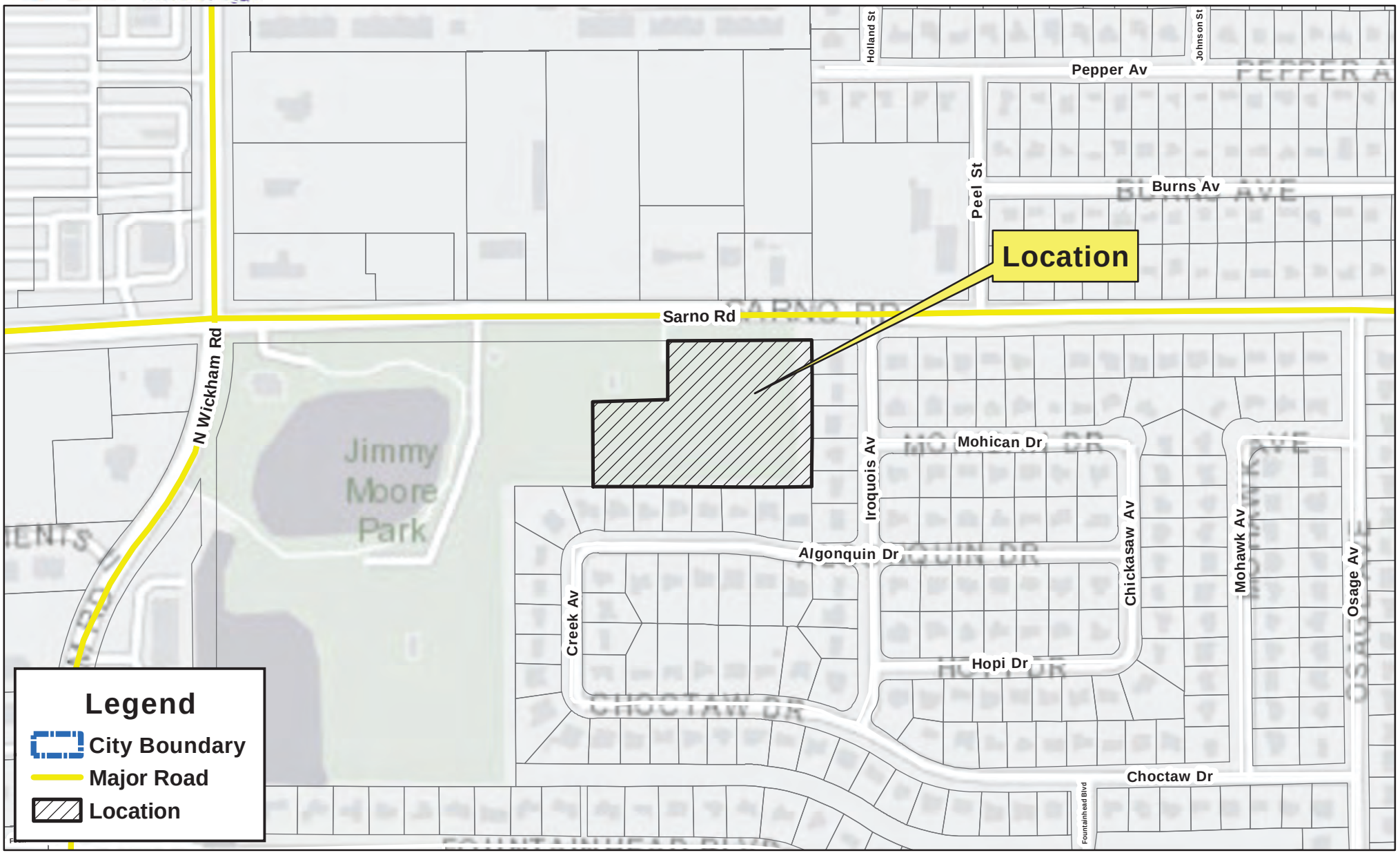

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Title: FIRE STATION 72
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 6/5/2025 11:39:48 AM
Document Name: FIRE STATION 72 EXHIBIT Map
Document Location: G:\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\FIRE STATION 72 EXHIBIT Map.mxd

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Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.17.

Subject:
Ordinance No. 2025-36, Conditional Use (CU2024-0008) with Site Plan Approval (PLAN2024-0014) Aurora Mini-Storage

Background/Consideration:
This is the first reading of an ordinance granting a conditional use to allow a mini-storage use with site plan approval on a 2.08±-acre parcel, in a C-1 zoning district (Neighborhood Commercial) located on the north side of Aurora Road, east of Glenwood Drive and west of Mosswood Drive. The property has a General Commercial Future Land Use classification and is located within Council District 2.

The property is zoned C-1 and the proposed mini-storage use requires approval of a conditional use. The proposed site plan includes the construction of two single-story mini-storage buildings (26,180± square feet) with a total of 102 mini-storage units. The south-facing mini-storage units will be accessed by individual roll-up doors facing Aurora Road and the mini-storage units facing to the north will be accessible from an interior corridor within the building.

The site plan provides two driveways onto Aurora Road at each end of the parcel, along with an internal driveway connection to the Dollar General located to the east. The development requires six parking spaces and provides eight parking spaces, including one handicap parking space. Additionally, a truck loading area is also provided along the east end of the property.

The development exceeds the code-required Visual Screen (50 feet) by providing a 57.26± foot buffer abutting residential development to the north and a 6-foot-tall masonry wall along the north property line, along with landscaping. The site plan identifies a dry retention area within the buffer. The visual screen improvements must be installed prior to the first permit being issued for a building, consistent with City Code.

Commercial and non-residential properties/uses are located to the east and west, and to the south across Aurora Road. There is a residential subdivision abutting to the north, with the closest single-family residential home located approximately 72.14± feet to the north in the Sunwood Park Subdivision.
Several conditions are contained within the ordinance: limiting the size of the units to 400 square feet; prohibiting the use of the units for the operation of any businesses; and prohibiting the rental or storage of vehicles or equipment on-site.

On June 19, 2025, the Planning and Zoning Board voted unanimously to recommend approval of this request.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-36 with PLAN2024-0014 based upon the findings and conditions 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:	**Conditional Use (CU2024-0008) with Site Plan Approval Request (PLAN2024-0014) Aurora Mini-Storage**
Date:	June 26, 2024

Owner/Applicant/Representative

- Owner – Mike Maguire, Aurora Place, LLC
- Applicant/Representative – Robert Robb, P.E.

Proposed Actions

For the overall 2.08± acres of undeveloped property, the following actions are requested:

- **Conditional Use** – request to allow a mini-storage use in C-1 (Neighborhood Commercial District) zoning; with
- **Site Plan Approval Request** – to construct two, single-story, buildings with 102 mini-storage units.

Location

The property is located on the north side of Aurora Road, east of Glenwood Drive and west of Mosswood Drive, in Township 27S, Range 37E, Section 17. The property is located within City Council District 2.

History

The 2.08±-acre, undeveloped property is a portion of The Eau Gallie Golf Manors, Replat of Part Subdivision (PB12, PG30). The following is the development request history:

2004: Request to change the Commercial Future Land Use to Commercial/Medium Density Residential, with a conditional use and formal site plan for 26 multi-family residential development with a 5,096±-square-foot commercial building was withdrawn by the applicant after a petition invoked a City Council supermajority vote (CPA-2004-10/CU-2004-14/SP-2004-14).

2004: Willgrove Commercial for a 6-building, single-story, commercial development, totaling 30,620± square feet on 3.46± acres, which expired prior to any development (SP-2004-28).

2006: Willgrove Development, a 10,400±-square-foot commercial development was substantially approved through the Engineering Department, and expired prior to any development (IF-2006-03).

Access and Adjacent Property Information

Access: Aurora Road, along the south property line

To the East: Dollar General (retail)

Zoning: C-1
Land Use: General Commercial

To the West: Jim Corbin & Sons (Automotive repair)
Zoning: C-1
Land Use: General Commercial

To the North: Single-family residential lots/homes, Sunwood Park Subdivision (PB18, PG131)
Zoning: R-1A
Land Use: Low Density Residential

To the South: Across Aurora Road, South Brevard Women's Center office, Shep's Diner, Wholeness to Freedom Ministries
Zoning: C-1
Land Use: General Commercial; Mixed Use

The property has a General Commercial Future Land Use Map designation.

Conditional Use Analysis

The applicant is seeking approval to construct a mini-storage building, which requires conditional use approval within the C-1 zoning district. City Code, Appendix B, Article IX, Section 5, establishes general standards to consider when evaluating the merits for considering a conditional use permit request. Ordinances adopting conditional uses contain language requiring compliance with these standards, otherwise City Council has the authority to revoke the conditional use approval.

The applicant is requesting approval for two, single-story, 13,090± square foot mini-storage buildings (26,180± total square feet) with a total of 102 mini-storage units. A 300± square foot office area is located in the easternmost building and the hours of operation are 7:00 a.m. to 7:00 p.m. seven days a week. The buildings are located centrally on the property, with a stormwater retention area occupying the rear of the property where it abuts residential uses. Mini-storage units will include units with exterior roll-up doors fronting Aurora Road and units accessed by interior building corridors for the smaller units on the north side of each building. All interior units are accessed from side doors at each

end of the buildings, with a loading space near the office area on the east side of the development.

Within 500 feet of the property, to the west, east and south there are commercial uses including offices, a restaurant, a retail store, a skating rink, auto repair, a church, and a multi-tenant commercial property. The closest single-family residential lots (within the Sunwood Park Subdivision) are located directly to the north of the subject site. A multifamily apartment complex is located approximately 175± feet to the southeast of the mini-storage property, across Aurora Road.

The request is a low traffic generator, does not generate dust, fumes, smoke, glare from lights, have late-night operations, emit odors, or permit outside displays, storage, or activities. Other permitted uses within the C-1 zoning district include: hotels, restaurants, retail, offices, personal service uses and residential development.

Site Plan Analysis

City Code, Appendix B, Article IX, Section 6 establishes general standards to consider when evaluating the merits to consider site plan approval. The development of two, single-story, 13,090± square foot mini-storage buildings (26,180± total square feet) with a total of 102 mini-storage units is proposed at 16± feet in height, (48 feet of height is permitted), and has a Floor Area Ratio of 0.289, (below the allowed Floor Area Ratio of 0.70). The project exceeds all setback requirements for the C-1 zoning district and provides a building setback of 51.01± feet from the residential property to the north.

City Code requires six parking spaces, including one handicapped accessible parking space based 102 mini-storage units and the applicant is providing seven total parking spaces, including one handicapped accessible parking space.

Access: The development proposes two driveways on Aurora Road at either end of the property, along with an internal driveway connection to the Dollar General.

Other required improvements: The project will require landscaping consistent with Appendix D, Chapter 9, Article XV, including the construction of a visual screen. The visual screen requires a minimum 6-foot-tall masonry wall along the north property line and a minimum 50-foot buffer abutting single-family residential zoning/uses, along with landscaping and which must be installed prior to the first permit issued for a building (per Appendix D, Chapter 9, Article III, Section 9.44.1). The applicant is exceeding the 50-foot buffer by providing a 57±-foot green area, where the applicant is proposing their stormwater facility. Details of the visual buffer, including appropriate landscaping, will be reviewed by the Community Development Department for compliance with City Code, during Engineering construction plan review.

Stormwater management is proposed between the north side of the building and the north property line, which will be reviewed for consistency with Chapter 50 and the City of Melbourne “Technical Provisions for the Construction of Streets, Paving, and Drainage Systems” during construction plan review.

Conditions of approval are proposed to: eliminate any deleterious effects on the residential development to the north; require lighting to be shielded and face downward where facing residential properties; prohibit units to be utilized to operate a business; and prohibit outdoor storage or rental of vehicles and equipment of any type on site.

Environmental Impact Analysis

An environmental impact analysis was prepared by Atlantic Environmental Solutions, of Melbourne, Florida, dated May 15, 2024. The following environmental information for the site was provided:

General Site Information: The property is located in the Atlantic Coastal Edge geological community.

Soils/Upland Habitat Information: The report indicates that the site consists of the Myakka-Urban land complex soils (39) and Satellite sand, 0 to 2 percent slopes (53). Regarding vegetative communities/land use type, the entire parcel is classified as Open Land (190) and appears to have been historically and recently cleared, with the exception of the larger trees. According to the report, vegetation is dominated by cabbage palm, live oak, slash pine, winged sumac, raintree, Brazilian pepper, creeping oxeye, guineagrass, bracken fern, caesarweed, ragweed, and muscadine grape.

Wetland Habitat Information: No wetlands are located on the property.

Floodplain and Aquifer Recharge Information: The entire site is located in Flood Zone X, which is not within the 500-year floodplain, and a portion of the site does fall within the Aquifer Recharge area. [City Code limits total impervious area to 65% coverage within an Aquifer Recharge area.]

As with all development projects, applicable environmental permits will be required prior to construction plan approval, if necessary.

Concurrency

Water and Sewer: The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Adequate sanitary sewer capacity is also available from the City.

Transportation: The subject property is located on the north side of Aurora Road, east of Stewart Road and west of Mosswood Drive. This site is not located in a Mobility District. The site plan indicates mini-storage buildings are proposed for this property. The total new trip generation for this project is estimated to be approximately 65 trips per day via access from Aurora Road (based on the proposed 102 mini-warehouse units). Sufficient capacity exists on Aurora Road to accommodate the new automobile trips generated by the project. The applicant will be required to pay transportation impact fees for this project. Based upon the proposed use (26,180± square foot mini-storage facility), the impact fee amount will be $9,948.40.

Joint Planning Agreement (JPA)

The project is not located within the Joint Planning Area (JPA).

Planning and Zoning Board Recommendation

On June 19, 2025, the Planning and Zoning Board voted unanimously to recommend approval of this request.

Recommendation

Based on the findings contained in the Planning and Zoning Board memorandum, for the overall 2.08±-acre property, located on the north side of Aurora Road, east of Glenwood Drive and west of Mosswood Drive, the Planning and Zoning Board and Community Development Department recommend:

Approval of CU2024-0008, Conditional Use approval to allow a mini-storage use in a C-1 zoning district pursuant to the following conditions:

a. The conditional use shall comply with the use standards for a mini-storage facility; and

b. The conditional use shall be in conformance with the Formal Site Plan (PLAN2024-0014); and

c. The discontinuation of use for mini-storage for six consecutive months will result in the expiration of the conditional use.

Approval of PLAN2024-0014, Site Plan approval to construct two, single-story, mini-storage buildings with 102 units and totaling 26,180± square feet, as prepared on a single sheet plan by Robert Robb, P.E., Robb & Taylor Engineering Solutions, Inc., of Melbourne, Florida, with a signed and sealed date of March 11, 2025, and pursuant to the following conditions:

a. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

   Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff, the Planning and Zoning Board, Local Planning Agency, and/or the City Council, as applicable.

b. In conjunction with the development of the site, a Visual Screen shall be constructed along the north property line, including a minimum 6-foot tall, masonry wall, a minimum 50-foot-wide buffer, and landscaping. The Visual Screen shall be permitted and installed prior to the issuance of the first permit for a building, consistent with Appendix D, Chapter 9, Article III, Section 9.44.1 of City Code.

c. Each mini-storage unit shall not exceed 400 square feet in area.

d. Exterior lighting shall be shielded/redirected to face downward, where facing residentially zoned/used property.

e. Mini-storage units may not be utilized for the operation of any business establishment.

f. The rental of vehicles and the storage of vehicles, equipment, and recreational vehicles in the designated loading zone is prohibited.

g. All loading and unloading shall be in compliance with Appendix D, Chapter 9. Section

9.76(e) in that no vehicles may be on-site prior to 6:00 a.m.

h. Appropriate environmental permits must be obtained as part of the construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.

i. The proposed building shall be substantially consistent with the rendering submitted by the applicant.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Conditional Use (CU2024-0008) with Site Plan Approval Request (PLAN2024-0014) Aurora Mini-Storage**
Date:	June 20, 2025
Owner:	Mike Maguire, Aurora Place, LLC
Applicant/ Representative:	Robert Robb, P.E.

The Planning and Zoning Board, at its regular scheduled meeting of June 19, 2025, reviewed the above Conditional Use and Site Plan requests.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend the following for property located on the north side of Aurora Road, east of Glenwood Drive and west of Mosswood Drive:

On an overall 2.08±-acre property, the following actions are requested:

- **Conditional Use** request to allow a mini-storage use in C-1 zoning; and
- **Site Plan** approval request for two, single-story, buildings with 102 mini-storage units on a 2.08±-acre property.

The Planning and Zoning Board's recommendation is based on the following findings and conditions:

Findings for the Conditional Use

1. The Conditional Use approval for a mini-storage use (102 units) on a 2.08±-acre vacant property zoned C-1 (Neighborhood Commercial) can be considered within the General Commercial Future Land Use Map category. The proposal is for a commercial use and the planned intensity of development does not exceed the maximum floor area ratio (FAR) permitted in the General Commercial Future Land Use category by the Comprehensive Plan.
2. Once the conditions for approval are incorporated by the applicant into the conditional use ordinance and the site plan, the proposal will be in compliance with the goals, objectives, and policies from the City's Comprehensive Plan. This proposal is consistent with the policies in the Future Land Use Element since it proposes development that is compatible with land use and development patterns

in the neighboring area. The property lies within the Aurora Road corridor area. The frontage of Aurora Road is zoned for commercial uses in the adjoining area.

3. The zoning for the property is C-1, which permits the consideration of the proposed conditional use and site plan. The C-1 zoning district is intended to apply to an area adjacent to arterial and major collector streets and convenient to major residential areas. The types of uses permitted are intended to serve consumer needs. Lot sizes and other restrictions are intended to reduce conflicts with adjacent residential uses and to minimize the interruption of traffic along thoroughfares. The subject site is adjacent to an arterial roadway (Aurora Road) in an area zoned for commercial uses.

4. 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 proposal is located in a commercial corridor area and is consistent with adjoining development patterns along Aurora Road.

5. The Conditional Use must meet the requirements of City Code, and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed changes should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:

    a. The appearance and function of the neighborhood will not be significantly lessened because of the proposed Conditional Use since the subject site is already zoned for commercial purposes and is located within the Aurora Road corridor.

    b. The application does not appear to impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.

    c. The subject site is located within an established commercial area. Developed commercial property is located to the west, to the east (across Lansing Street) and to the south (across Aurora Road). Residential uses are located adjacent to the northern border of the subject land. The applicant is providing a 57-foot buffer area between the mini-storage buildings and the adjacent residential homes. A six-foot masonry wall will also be constructed along the northern property line of the subject site. The proposed use is a low traffic generator and should not adversely impact the local transportation network and residential properties in the area.

d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues. The site is already zoned for commercial purposes and a mini-storage facility is a low intensity use that will not have an adverse effect on the adjacent area.

6. Adequate transportation facilities are in place to serve the subject property. The site has access to Aurora Road. Aurora Road is a major arterial roadway and traffic counts in this area average 11,020 vehicle trips per day (2024).

7. The proposed Conditional Use is in compliance with the standards outlined in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (Conditional Uses). The applicant has also submitted a Code compliant site plan for this site.

8. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the City since the proposed development is located in an existing commercial area. The proposed use is consistent with commercial development patterns within the Aurora Road corridor.

Findings for the Site Plan

1. Per 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 applicant is proposing a mini-storage facility in an established commercial area adjacent to an arterial roadway. In addition, the submitted site plan meets the requirements of City Code.

2. The applicant has submitted a site plan that complies with City Code and the proposed lot coverage, building setbacks, off-street parking requirements, retention and landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land Development Code.

3. The zoning for the property is C-1, which permits the consideration of mini-storage units as a conditional use in this zoning district. The C-1 zoning district is intended to apply to areas located adjacent to a main highway. Aurora Road is a principal arterial roadway. Approval of the site plan is contingent upon endorsement of the conditional use.

4. The proposal is consistent with the neighboring area, land uses, and development patterns. The subject property is adjacent to commercially zoned properties on its western, eastern, and southern sides. Residential single-family homes within the Sunwood Park Subdivision are located north of the subject property. These properties have a Low Density Residential Future Land Use Map designation. The applicant is providing a 57-foot buffer area and a six-foot-masonry wall (along the northern property line of the site) where the mini-storage use abuts the single-family homes. The closest multiple family residential site is located approximately 175 feet to the southeast, across Aurora Road. The proposed site plan is consistent with development patterns in the surrounding Aurora Road corridor area.

5. The proposed lot coverage, building setbacks, off-street parking requirements, retention and landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land Development Code, as depicted on the site plan, and the proposed mini-storage facility is compatible with adjacent uses in the Aurora Road corridor area. Commercial uses are located throughout the Aurora Road corridor area. The proposed mini-storage project is a low traffic generator that should not adversely impact the local transportation network or residential properties in the area.

6. The applicant shall demonstrate, prior to construction plan approval, the financial and technical capacity to complete any improvements and the mitigation necessitated by the development as proposed, and has made adequate legal provision to guarantee the provision of such improvements and mitigation.

7. The proposed use complies with all standards imposed on it by the particular provision of these regulations authorizing such use, and by all other applicable requirements of the regulations of the City, including, but not limited to, Article IX, Section 6, site plan review standards.

8. The proposed project has been evaluated for water capacity being available for the proposed project. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Sanitary sewer is available from Brevard County.

9. The proposed project has been evaluated for impacts to the local transportation network. The subject land is not located in a mobility district. Adequate capacity is available on Aurora Road to serve the proposed mini-storage use. The applicant will be required to pay transportation impact fees for this project. Based upon the proposed use (26,180± square foot mini-storage facility), the impact fee amount will be $9,948.40.

Conditions for Conditional Use

a. The conditional use shall comply with the use standards for a mini-storage facility; and

b. The conditional use shall be in conformance with the Formal Site Plan (PLAN2024-0014) and associated conditions.

c. The discontinuation of use for mini-storage for six consecutive months will result in the expiration of the conditional use; with

Conditions for Site Plan

a. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

   Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff, the Planning and Zoning Board, Local Planning Agency, and/or the City Council, as applicable.

b. In conjunction with the development of the site, a Visual Screen shall be constructed along the north property line, including a minimum 6-foot tall, masonry wall, a minimum 50-foot-wide buffer, and landscaping. The Visual Screen shall be permitted and installed prior to the issuance of the first permit for a building, consistent with Appendix D, Chapter 9, Article III, Section 9.44.1 of City Code.

c. Each mini-storage unit shall not exceed 400 square feet in area.

d. Exterior lighting shall be shielded/redirected to face downward, where facing residentially zoned/used property.

e. Mini-storage units may not be utilized for the operation of any business establishment.

f. The rental of vehicles and the storage of vehicles, equipment, and recreational vehicles in the designated loading zone is prohibited.

g. All loading and unloading shall be in compliance with Appendix D, Chapter 9. Section 9.76(e) in that no vehicles may be on-site prior to 6:00 a.m.

h. Appropriate environmental permits must be obtained as part of the construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.

i. The proposed building shall be substantially consistent with the rendering submitted by the applicant.

Respectively Submitted,

for

Yvonne Minus, Chair
Planning and Zoning Board

AURORA MINI STORAGE
LOCATION MAP
CU2024-0008 | PLAN2024-0014

N

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

320 0 320 Feet
1 inch = 333 feet

Legend
- City Boundary
- Major Road
- Location

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 direct or indirect, arising from any User's use or misuse of the property records or mapping data provided herein.

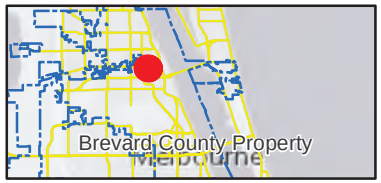
Title: AURORA MINI STORAGE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 6/2/2025 12:22:33 PM
Document Name: AURORA MINI STORAGE LOCATION Map
Document Location: G:\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\AURORA MINI STORAGE LOCATION Map.mxd

City of Melbourne
Information Technology Department
GIS Division
900 E Strawbridge Av Room 324
Melbourne, FL 32901
P: (321) 608.7700
Fax: (321) 608.7719
Email: GIS@mlbfl.org

AURORA MINI STORAGE
FUTURE LAND USE & ZONING MAP
CU2024-0008 | PLAN2024-0014

mGIS

City of Melbourne
The Harbor City



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GIS Portal: https://maps.mlbfl.org/arcgis
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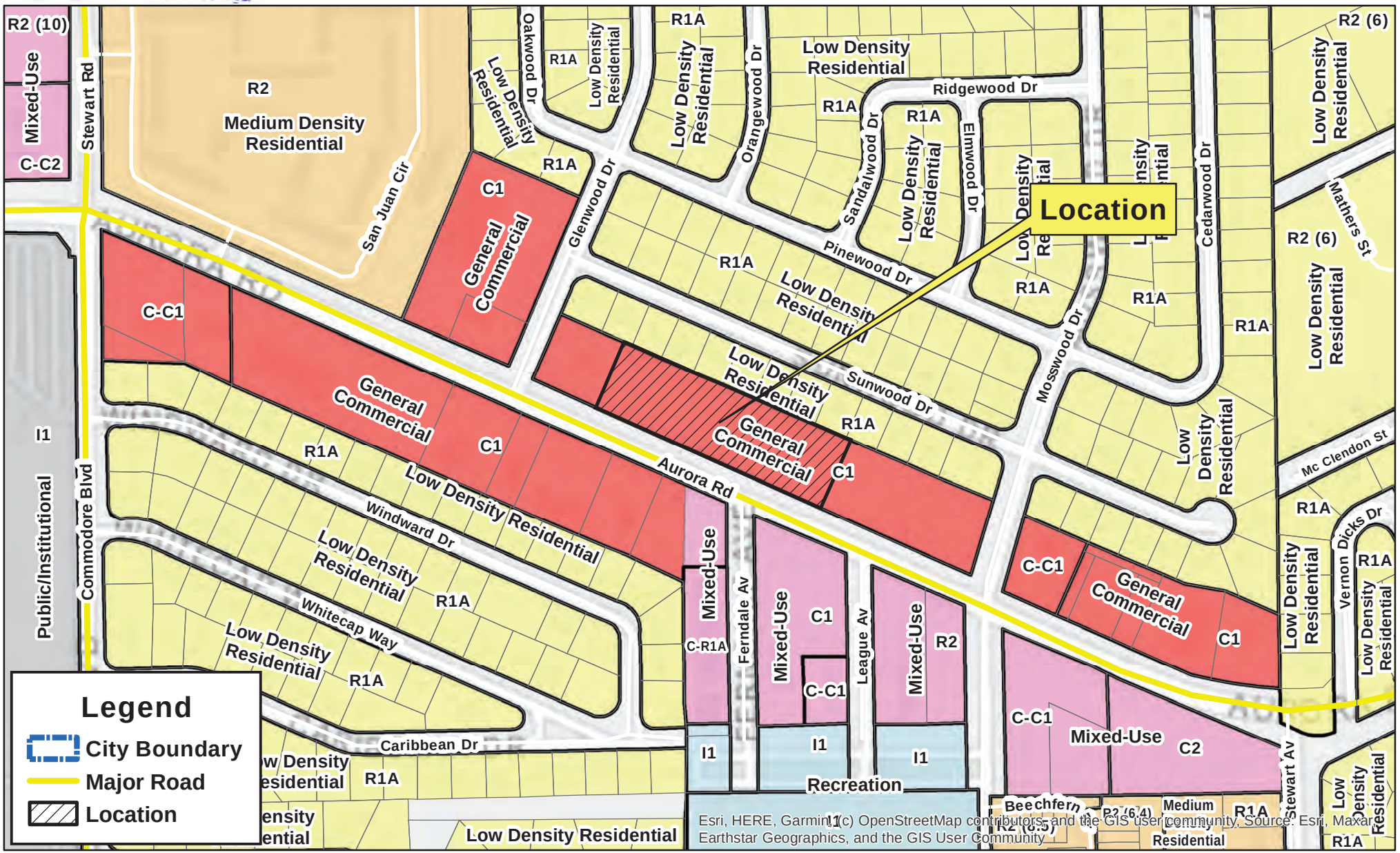
320 0 320 Feet
1 inch = 333 feet



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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Title: AURORA MINI STORAGE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 6/11/2025 3:55:52 PM
Document Name: AURORA MINI STORAGE FLU & Z Map
Document Location: G:\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\AURORA MINI STORAGE FLU & Z Map.mxd

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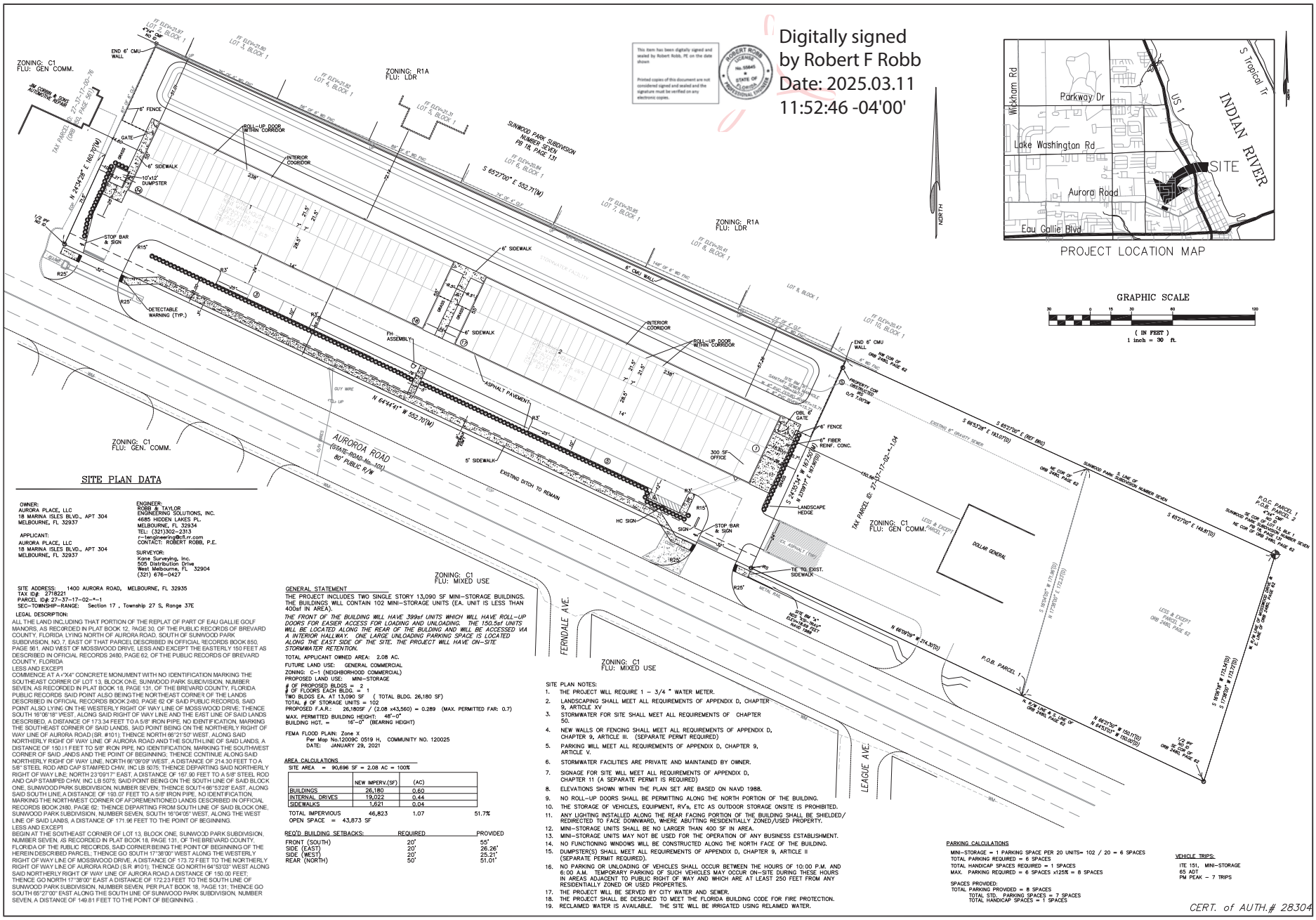
Email: GIS@mlbfl.org



Digitally signed by Robert F Robb
Date: 2025.03.11 11:52:46 -04'00'

This item has been digitally signed and sealed by Robert Robb, PE on the date shown

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PROJECT LOCATION MAP

GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

SITE PLAN DATA

OWNER:
AURORA PLACE, LLC
18 MARINA ISLES BLVD., APT 304
MELBOURNE, FL 32937

APPLICANT:
AURORA PLACE, LLC
18 MARINA ISLES BLVD., APT 304
MELBOURNE, FL 32937

ENGINEER:
ROBB & TAYLOR
ENGINEERING SOLUTIONS, INC.
4685 HIDDEN LAKES PL.
MELBOURNE, FL 32934
TEL: (321)302-2313
r-tengineering@cfl.rr.com
CONTACT: ROBERT ROBB, P.E.

SURVEYOR:
Kane Surveying, Inc.
505 Distribution Drive
West Melbourne, FL 32904
(321) 676-0427

SITE ADDRESS: 1400 AURORA ROAD, MELBOURNE, FL 32935
TAX ID#: 2718221
PARCEL ID#: 27-37-17-02-*-1
SEC-TOWNSHIP-RANGE: Section 17 , Township 27 S, Range 37E

LEGAL DESCRIPTION:
ALL THE LAND INCLUDING THAT PORTION OF THE REPLAT OF PART OF EAU GALLIE GOLF MANORS, AS RECORDED IN PLAT BOOK 12, PAGE 30, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING NORTH OF AURORA ROAD, SOUTH OF SUNWOOD PARK SUBDIVISION, NO. 7, EAST OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 850, PAGE 561, AND WEST OF MOSSWOOD DRIVE, LESS AND EXCEPT THE EASTERLY 150 FEET AS DESCRIBED IN OFFICIAL RECORDS 2480, PAGE 62, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
LESS AND EXCEPT
COMMENCE AT A "X4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF LOT 13, BLOCK ONE, SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, AS RECORDED IN PLAT BOOK 18, PAGE 131, OF THE BREVARD COUNTY, FLORIDA PUBLIC RECORDS SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2480, PAGE 62 OF SAID PUBLIC RECORDS; SAID POINT ALSO LYING ON THE WESTERLY RIGHT OF WAY LINE OF MOSSWOOD DRIVE; THENCE SOUTH 16°06'18" WEST, ALONG SAID RIGHT OF WAY LINE AND THE EAST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 173.34 FEET TO A 5/8" IRON PIPE, NO IDENTIFICATION, MARKING THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF AURORA ROAD (SR. #101); THENCE NORTH 66°21'50" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF AURORA ROAD AND THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 150.11 FEET TO 5/8" IRON PIPE, NO IDENTIFICATION, MARKING THE SOUTHWEST CORNER OF SAID ,ANDS AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 66°09'09" WEST, A DISTANCE OF 214.30 FEET TO A 5/8" STEEL ROD AND CAP STAMPED CHW, INC LB 5075; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE; NORTH 23°09'17" EAST, A DISTANCE OF 167.90 FEET TO A 5/8" STEEL ROD AND CAP STAMPED CHW, INC LB 5075; SAID POINT BEING ON THE SOUTH LINE OF SAID BLOCK ONE, SUNWOOD PARK SUBDIVISION, NUMBER SEVEN; THENCE SOUTH 66°53'28" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 193.07 FEET TO A 5/8" IRON PIPE, NO IDENTIFICATION, MARKING THE NORTHWEST CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2480, PAGE 62; THENCE DEPARTING FROM SOUTH LINE OF SAID BLOCK ONE, SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, SOUTH 16°04'05" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 171.96 FEET TO THE POINT OF BEGINNING.
LESS AND EXCEPT
BEGIN AT THE SOUTHEAST CORNER OF LOT 13, BLOCK ONE, SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, AS RECORDED IN PLAT BOOK 18, PAGE 131, OF THE BREVARD COUNTY, FLORIDA OF THE PUBLIC RECORDS, SAID CORNER BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE GO SOUTH 17°38'00" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF MOSSWOOD DRIVE, A DISTANCE OF 173.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AURORA ROAD (S.R. #101); THENCE GO NORTH 64°53'03" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF AURORA ROAD A DISTANCE OF 150.00 FEET; THENCE GO NORTH 17°38'00" EAST A DISTANCE OF 172.23 FEET TO THE SOUTH LINE OF SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, PER PLAT BOOK 18, PAGE 131; THENCE GO SOUTH 65°27'00" EAST ALONG THE SOUTH LINE OF SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, A DISTANCE OF 149.81 FEET TO THE POINT OF BEGINNING.

GENERAL STATEMENT
THE PROJECT INCLUDES TWO SINGLE STORY 13,090 SF MINI-STORAGE BUILDINGS. THE BUILDINGS WILL CONTAIN 102 MINI-STORAGE UNITS (EA. UNIT IS LESS THAN 400sf IN AREA).
THE FRONT OF THE BUILDING WILL HAVE 399sf UNITS WHICH WILL HAVE ROLL-UP DOORS FOR EASIER ACCESS FOR LOADING AND UNLOADING. THE 150.5sf UNITS WILL BE LOCATED ALONG THE REAR OF THE BULDING AND WILL BE ACCESSED VIA A INTERIOR HALLWAY. ONE LARGE UNLOADING PARKING SPACE IS LOCATED ALONG THE EAST SIDE OF THE SITE. THE PROJECT WILL HAVE ON-SITE STORMWATER RETENTION.

TOTAL APPLICANT OWNED AREA: 2.08 AC.
FUTURE LAND USE: GENERAL COMMERCIAL
ZONING: C-1 (NEIGHBORHOOD COMMERCIAL)
PROPOSED LAND USE: MINI-STORAGE
OF PROPOSED BLDGS = 2
OF FLOORS EACH BLDG. = 1
TWO BLDGS EA. AT 13,090 SF (TOTAL BLDG. 26,180 SF)
TOTAL # OF STORAGE UNITS = 102
PROPOSED F.A.R.: 26,180SF / (2.08 x43,560) = 0.289 (MAX. PERMITTED FAR: 0.7)
MAX. PERMITTED BUILDING HEIGHT: 48'-0"
BUILDING HGT. = 16'-0" (BEARING HEIGHT)

FEMA FLOOD PLAIN: Zone X
Per Map No.12009C 0519 H, COMMUNITY NO. 120025
DATE: JANUARY 29, 2021

AREA CALCULATIONS
SITE AREA = 90,696 SF = 2.08 AC = 100%

	NEW IMPERV.(SF)	(AC)	
BUILDINGS	26,180	0.60	
INTERNAL DRIVES	19,022	0.44	
SIDEWALKS	1,621	0.04	
TOTAL IMPERVIOUS	46,823	1.07	51.7%

OPEN SPACE = 43,873 SF

REQ'D BUILDING SETBACKS:	REQUIRED	PROVIDED
FRONT (SOUTH)	20'	55'
SIDE (EAST)	20'	26.26'
SIDE (WEST)	20'	25.21'
REAR (NORTH)	50'	51.01'

SITE PLAN NOTES:
1. THE PROJECT WILL REQUIRE 1 – 3/4 " WATER METER.
2. LANDSCAPING SHALL MEET ALL REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE XV
3. STORMWATER FOR SITE SHALL MEET ALL REQUIREMENTS OF CHAPTER 50.
4. NEW WALLS OR FENCING SHALL MEET ALL REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE III. (SEPARATE PERMIT REQUIRED)
5. PARKING WILL MEET ALL REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE V.
6. STORMWATER FACILITIES ARE PRIVATE AND MAINTAINED BY OWNER.
7. SIGNAGE FOR SITE WILL MEET ALL REQUIREMENTS OF APPENDIX D, CHAPTER 11 (A SEPARATE PERMIT IS REQUIRED)
8. ELEVATIONS SHOWN WITHIN THE PLAN SET ARE BASED ON NAVD 1988.
9. NO ROLL-UP DOORS SHALL BE PERMITTING ALONG THE NORTH PORTION OF THE BUILDING.
10. THE STORAGE OF VEHICLES, EQUIPMENT, RV's, ETC AS OUTDOOR STORAGE ONSITE IS PROHIBITED.
11. ANY LIGHTING INSTALLED ALONG THE REAR FACING PORTION OF THE BUILDING SHALL BE SHIELDED/ REDIRECTED TO FACE DOWNWARD, WHERE ABUTTING RESIDENTIALLY ZONED/USED PROPERTY.
12. MINI-STORAGE UNITS SHALL BE NO LARGER THAN 400 SF IN AREA.
13. MINI-STORAGE UNITS MAY NOT BE USED FOR THE OPERATION OF ANY BUSINESS ESTABLISHMENT.
14. NO FUNCTIONING WINDOWS WILL BE CONSTRUCTED ALONG THE NORTH FACE OF THE BUILDING.
15. DUMPSTER(S) SHALL MEET ALL REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II (SEPARATE PERMIT REQUIRED).
16. NO PARKING OR UNLOADING OF VEHICLES SHALL OCCUR BETWEEN THE HOURS OF 10:00 P.M. AND 6:00 A.M. TEMPORARY PARKING OF SUCH VEHICLES MAY OCCUR ON-SITE DURING THESE HOURS IN AREAS ADJACENT TO PUBLIC RIGHT OF WAY AND WHICH ARE AT LEAST 250 FEET FROM ANY RESIDENTIALLY ZONED OR USED PROPERTIES.
17. THE PROJECT WILL BE SERVED BY CITY WATER AND SEWER.
18. THE PROJECT SHALL BE DESIGNED TO MEET THE FLORIDA BUILDING CODE FOR FIRE PROTECTION.
19. RECLAIMED WATER IS AVAILABLE. THE SITE WILL BE IRRIGATED USING RELAIMED WATER.

PARKING CALCULATIONS
MINI-STORAGE = 1 PARKING SPACE PER 20 UNITS= 102 / 20 = 6 SPACES
TOTAL PARKING REQUIRED = 6 SPACES
TOTAL HANDICAP SPACES REQUIRED = 1 SPACES
MAX. PARKING REQUIRED = 6 SPACES x125% = 8 SPACES

SPACES PROVIDED:
TOTAL PARKING PROVIDED = 8 SPACES
TOTAL STD. PARKING SPACES = 7 SPACES
TOTAL HANDICAP SPACES = 1 SPACES

VEHICLE TRIPS:
ITE 151, MINI-STORAGE
65 ADT
PM PEAK – 7 TRIPS

CERT. of AUTH.# 28304

SITE PLAN
Scale 1" = 30'
Sheet 1 of 1

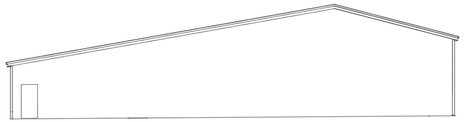
Project: AURORA PLACE MINI-STORAGE
MELBOURNE FLORIDA

Revision:
1. REVISE PER CITY COMMENT 11/6/24
2. REVISE PER CITY COMMENT 1/29/25
3.

Engineer of Record
Robert F. Robb
P.E. # 55645
Date: 3/10/25

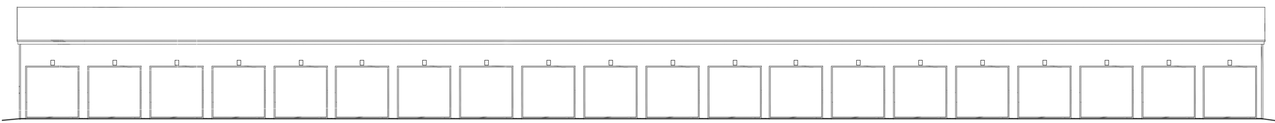
ROBB & TAYLOR
Engineering Solutions, Inc.
4685 HIDDEN LAKES PL.
MELBOURNE, FLORIDA 32934
Office: (321) 302-2313
r-tengineering@cfl.rr.com
ROBB & TAYLOR

Aurora Place
Mini-Warehouses

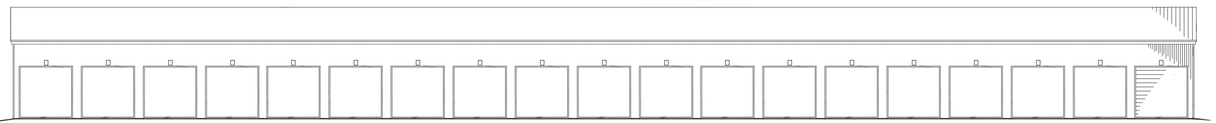


WEST VIEW

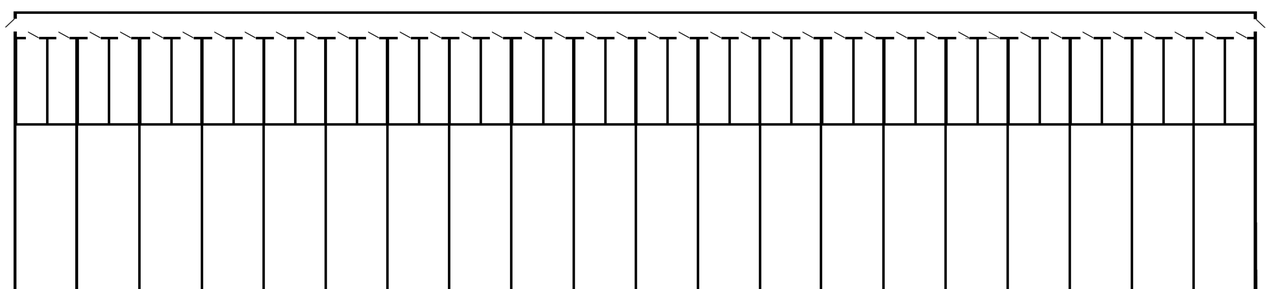
EAST VIEW

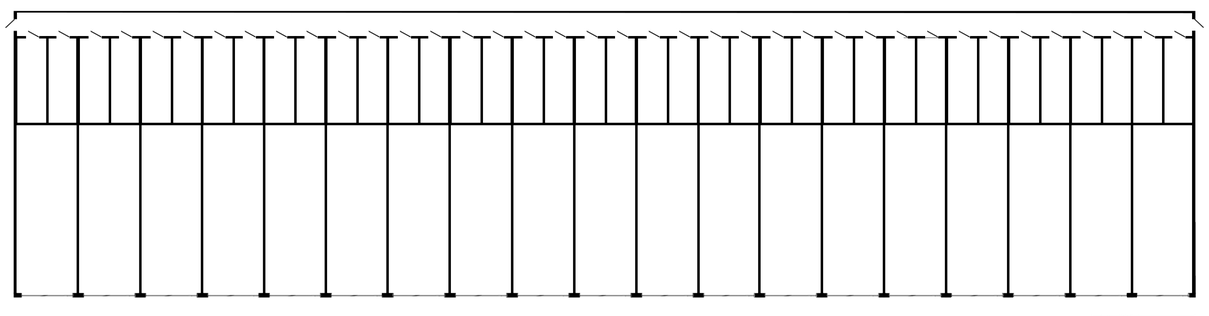


FRONT VIEW



FRONT VIEW





REAR VIEW

REAR VIEW

Aurora
Place
SHEPART
STUDIO

ORDINANCE NO. 2025-36

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 GRANTING A CONDITIONAL USE TO ALLOW A MINI-STORAGE USE ON A 2.08±-ACRE PROPERTY ZONED C-1 (NEIGHBORHOOD COMMERCIAL) LOCATED ON THE NORTH SIDE OF AURORA ROAD, EAST OF GLENWOOD DRIVE AND WEST OF MOSSWOOD DRIVE; PROVIDING FOR SITE PLAN APPROVAL; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE CONDITIONAL USE GRANTED HEREIN MAY BE REVOKED BY CITY COUNCIL IF THE CONDITIONS OF APPROVAL ARE NOT MET; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-1; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU2024-0008 / PLAN2024-0014)

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 granting a conditional use to allow a mini-storage use on a 2.08±-acre property zoned C-1 (Neighborhood Commercial) located on the north side of Aurora Road, east of Glenwood Drive and west of Mosswood Drive. The property is described on the attached two-page legal description.

SECTION 2. That this ordinance is approved subject to the following conditions:

a. The conditional use shall comply with the use standards for a mini-storage facility.

b. The conditional use shall be in conformance with the formal site plan (PLAN2024-0014) and associated conditions.

c. **Expiration of Conditional Use:** The discontinuation of use for mini-storage for six consecutive months will result in the expiration of the conditional use.

SECTION 3. That PLAN2024-0014 to construct two single-story buildings with 102 mini-storage units on the same property is approved subject to the following conditions:

a. Any change to the site plan will require re-evaluation by the Engineering and Community Development Departments.

Any substantial change to the site plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by city staff, the Planning and Zoning Board, Local Planning Agency, and/or the City Council, as applicable.

b. In conjunction with the development of the site, a visual screen shall be constructed along the north property line, including a minimum six-foot tall, masonry wall, a minimum 50-foot-wide buffer, and landscaping. The visual screen shall be permitted and installed prior to the issuance of the first permit for a building, consistent with Appendix D, Chapter 9, Article III, Section 9.44.1 of City Code.

c. Each mini-storage unit shall not exceed 400 square feet in area.

d. Exterior lighting shall be shielded/redirected to face downward, where facing residentially zoned/used property.

e. Mini-storage units may not be utilized for the operation of any business establishment.

f. The rental of vehicles and the storage of vehicles, equipment, and recreational vehicles is prohibited.

g. All loading and unloading shall be in compliance with Appendix D, Chapter 9. Section 9.76(e) in that no vehicles may be on-site between the hours of 10:00 p.m. and 6:00 a.m.

h. Appropriate environmental permits must be obtained as part of the construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.

i. The proposed building shall be substantially consistent with the rendering submitted by the applicant.

SECTION 4. That the conditional use granted by this ordinance may be revoked by the City Council if the conditions of approval in Sections 2. and 3. of this ordinance are not met. Such action would require notice to the property owner and a public hearing before City Council. Upon issuance of a final order by City Council revoking the conditional use granted by this ordinance, the conditional use granted herein shall expire and become null and void and the use of the premises shall revert to the previous and more restricted use classification.

SECTION 5. That the above-described property shall be designated on the Zoning Map by the symbols C-C-1 to indicate that said premises shall be restricted for that particular conditional use along with the uses permitted in a C-1 (Neighborhood Commercial) Zoning District.

SECTION 6. That it is hereby found and determined that the conditional use requested satisfies the criteria established in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (C) (Conditional Uses).

SECTION 7. That this ordinance shall become effective 30 days from the date of adoption of this ordinance and, if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. The amendment shall be duly recorded within five business days after the 30-day period has expired and resolution of any judicial contests or appeals.

SECTION 8. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025, and adopted on the 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 – Legal Description

Ordinance No. 2025-36

Ordinance No. 2025-36 – Exhibit A

LEGAL DESCRIPTION: (ORB 9362, PAGE 1102)

ALL THE LAND INCLUDING THAT PORTION OF THE REPLAT OF PART OF EAU GALLIE GOLF MANORS, AS RECORDED IN PLAT BOOK 12, PAGE 30, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING NORTH OF AURORA ROAD, SOUTH OF SUNWOOD PARK SUBDIVISION, NO. 7, EAST OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 850, PAGE 561, AND WEST OF MOSSWOOD DRIVE, LESS AND EXCEPT THE EASTERLY 150 FEET AS DESCRIBED IN OFFICIAL RECORDS 2480, PAGE 62, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT

COMMENCE AT A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION MARKING THE SOUTHEAST CORNER OF LOT 13, BLOCK ONE, SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, AS RECORDED IN PLAT BOOK 18, PAGE 131, OF THE BREVARD COUNTY, FLORIDA PUBLIC RECORDS; SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2480, PAGE 62 OF SAID PUBLIC RECORDS, SAID POINT ALSO LYING ON THE WESTERLY RIGHT OF WAY LINE OF MOSS WOOD DRIVE; THENCE SOUTH 16°06'18" WEST, ALONG SAID RIGHT OF WAY LINE AND THE EAST LINE OF SAID LANDS DESCRIBED, A DISTANCE OF 173.34 FEET TO A 5/8" IRON PIPE, NO IDENTIFICATION, MARKING THE SOUTHEAST CORNER OF SAID LANDS, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF AURORA ROAD (SR. #101); THENCE NORTH 66°21'50" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE OF AURORA ROAD AND THE SOUTH LINE OF SAID LANDS, A DISTANCE OF 150.11 FEET TO 5/8" IRON PIPE, NO IDENTIFICATION, MARKING THE SOUTHWEST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE, NORTH 66°09'09" WEST, A DISTANCE OF 214.30 FEET TO A 5/8" STEEL ROD AND CAP STAMPED CHW, INC LB 5075; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE; NORTH 23°09'17" EAST, A DISTANCE OF 167.90 FEET TO A 5/8" STEEL ROD AND CAP STAMPED CHW, INC LB 5075; SAID POINT BEING ON THE SOUTH LINE OF SAID BLOCK ONE, SUNWOOD PARK SUBDIVISION, NUMBER SEVEN; THENCE SOUTH 66°53'28" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 193.07 FEET TO A 5/8" IRON PIPE, NO IDENTIFICATION, MARKING THE NORTHWEST CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2480, PAGE 62; THENCE DEPARTING FROM SOUTH LINE OF SAID BLOCK ONE, SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, SOUTH 16°04'05" WEST, ALONG THE WEST LINE OF SAID LANDS, A DISTANCE OF 171.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

BEGIN AT THE SOUTHEAST CORNER OF LOT 13, BLOCK ONE, SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, AS RECORDED IN PLAT BOOK 18, PAGE 131, OF THE BREVARD COUNTY, FLORIDA OF THE PUBLIC RECORDS, SAID CORNER BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE GO SOUTH 17°38'00" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF MOSSWOOO DRIVE, A DISTANCE OF 173.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AURORA ROAD (S.R. #101); THENCE GO NORTH 64°53'03" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE OF AURORA ROAD A DISTANCE OF 150.00 FEET; THENCE GO NORTH 17°38'00" EAST A DISTANCE OF 172.23 FEET TO THE SOUTH LINE OF SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, PER PLAT BOOK 18, PAGE 131; THENCE GO SOUTH 65°27'00" EAST ALONG THE SOUTH LINE OF SUNWOOD PARK SUBDIVISION, NUMBER SEVEN, A DISTANCE OF 149.81 FEET TO THE POINT OF BEGINNING.

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	City Clerk's Office
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.18.

Subject:
An ordinance providing for the dissolution of the Golf Courses Advisory Board.

Background/Consideration:
City staff is recommending the dissolution of the Golf Courses Advisory Board. This board is scheduled to meet quarterly and has only met an average of twice per year for the past five years. In that time, the board has not had any responsibility for voting on any action items, assisting in the preparation of the budget, or developing any new policies that relate to the city's golf courses.

Dissolving the board would remove the Sunshine Law requirement that the board is currently bound by and would allow current board members and future interested persons to meet freely with city staff members at the golf courses to recommend changes or provide input on the operation of the city's golf courses.

The Parks, Recreation and Golf director discussed this proposal with all current board members on an individual basis and received complete support from the members to move forward with this proposed ordinance.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-37.

Business Impact Estimate

To: Jenni Lamb, City Manager

From: Kevin McKeown, City Clerk

Date: July 8, 2025

Re: Ordinance No. 2025-37 – Providing for the dissolution of the Golf Courses Advisory Board

---

Summary of the Proposed Ordinance

This ordinance provides for the dissolution of the Golf Courses Advisory Board, a volunteer advisory board under the purview of the Parks and Recreation Department.

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 not anticipated to have any direct impact on private, for-profit businesses. There are no direct compliance costs associated with this proposed ordinance, and no new charges or fees on businesses are proposed in this ordinance.

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

None.

ORDINANCE NO. 2025-37

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE DISSOLUTION OF THE GOLF COURSES ADVISORY BOARD; MAKING FINDINGS; AMENDING CHAPTER 2 OF THE CITY CODE, ENTITLED "ADMINISTRATION"; AMENDING ARTICLE IV, BOARDS, COMMITTEES, AND AUTHORITIES; REPEALING DIVISION 9, ENTITLED GOLF COURSES ADVISORY BOARD; PROVIDING FOR INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Golf Courses Advisory Board was created by virtue of Ordinance No. 93-45, adopted by the Melbourne City Council on October 26, 1993; and

WHEREAS, the Golf Courses Advisory Board's duties in City Code include assisting City Council and city staff in the development and adoption of policies and procedures for operation of the city's golf courses and making recommendations relating to the preparation and adoption of the operating and capital budgets for the city's golf courses; and

WHEREAS, over the past five years, the board has met only twice per year (on average) and has not had any responsibility for voting on any action items, assisting in the preparation of the budget, or developing any new policies that relate to the city's golf courses; and

WHEREAS, dissolving the board would remove the Sunshine Law requirement that the board is currently bound by and would allow current board members and future interested persons to meet freely with city staff members at the golf courses to recommend changes or provide input on the operation of the city's golf courses; and

WHEREAS, the Parks, Recreation and Golf director discussed this proposal with all current board members on an individual basis and received complete support from the members to move forward with this proposed ordinance; and

WHEREAS, the proposed ordinance repeals the section of City Code providing for a Golf Courses Advisory Board.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Chapter 2 of the City Code is hereby amended to read as follows:

CHAPTER 2. ADMINISTRATION

* * * *

ARTICLE IV. BOARDS, COMMITTEES, AND AUTHORITIES

* * * *

~~DIVISION 9. GOLF COURSES ADVISORY BOARD~~

~~Sec. 2-351. Appointment of members and terms of office~~

~~(a) The golf courses advisory board consists of seven members appointed by the city council. To the greatest extent possible, board members will, when possible, include a broad cross section of the golf players using the city's golf courses.~~

~~(b) The seven members shall serve terms of three years.~~

~~Sec. 2-352. Quorum.~~

~~The presence of four members of the golf courses advisory board shall constitute a quorum for an action thereof.~~

~~Sec. 2-353. Duties and services.~~

~~The golf courses advisory board shall assist the city council and city staff in the development and adoption of policies and procedures for operation for the city's golf courses. The board shall also make recommendations related to the preparation and adoption of the operating and capital budgets for the city's golf courses, including proposals for revenue sources and adjustments in such sources, and operating and capital expenditures.~~

~~Sec. 2-354. Authority.~~

~~No recommendations of the golf courses advisory board are binding on the city council, city staff, or other city boards and committees, and the city council retains final authority and power to make binding decisions concerning the adoption, repeal, alteration or amendment of the various ordinances, resolutions, policies and procedures and other actions which the board has reviewed or recommended.~~

~~Sec. 2-355—2-381. Reserved.~~

* * * *

SECTION 2. That in interpreting this ordinance, ~~stricken words~~ indicate deletions from existing text, and 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 3. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. 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. 2025-37

Melbourne City Council
July 8, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Doug Dombroski
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.19.

Subject:
P3 Unsolicited Detailed Proposal from Melbourne Hospitality Holdings, LLC

Background/Consideration:
This item is for City Council consideration for the conceptual framework of the Unsolicited Detailed Proposal, to facilitate further negotiation, and to begin drafting a P3 comprehensive agreement with Melbourne Hospitality Holdings (MHH), LLC, for future City Council consideration. In addition, this item is to authorize City staff to engage Brevard County staff to draft an amendment to the existing Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA) Interlocal Agreement.

MHH is proposing to construct a 160-room, full-service hotel on their adjacent 1.14-acre property (1463 Highland Ave). The proposed 89,000± square-foot hotel will be under a well-known hotel flag, and will have a number of amenities including: a pool; meeting rooms; a 7,000-square-foot banquet hall; and a rooftop restaurant. The developer is proposing a public-private partnership of a joint-use freestanding structured parking garage on the City’s adjacent property (1551 Highland Ave). Under a development agreement with the city, MHH would construct the proposed 542 ± space shared parking garage and deliver it to the City. The facility will contain approximately 300 public parking spaces, and approximately 242 private parking spaces to satisfy City Code parking requirements for the hotel development.

The developer has indicated that the conceptual hotel project is only economically feasible through the City's financial contribution of $10.5 million to construct the public parking portion of the parking facility, and a ten-year grant reimbursement on a portion of City property taxes attributable to the new capital investment for the proposed hotel, which will be constructed on the adjacent private property.

City Staff received the necessary information related to the P3 Unsolicited Detailed Proposal submitted by MHH on March 22, 2025, to complete the substantive review process required under Sec. 20-337, City Code. The City utilized two consulting teams to assist in the evaluation of the unsolicited detailed proposal. DRMP, Inc. was hired to evaluate the proposed constructability and related costs of the joint-use parking garage and Grow Americawas hired to evaluate the reasonableness of the developer’s request for financial incentives. Through the substantive review process, City Staff and MHH have conceptually agreed to the following terms for further negotiation of a P3 comprehensive agreement, per Section 20-341, City Code:

- The CRA will provide an incentive of $10.5 million toward the public portion of the joint-use public parking facility.
    - **Note -** this is contingent upon successful re-negotiation of the Interlocal Agreement with Brevard County. The current Interlocal Agreement restricts the CRA financial contribution to the joint-use facility to $8.935 million.

- MHH shall deliver the completed joint-use parking facility for City ownership after construction.

- The CRA shall provide payment disbursements of the $10.5 million public parking incentive, based upon specific thresholds of completion, but not more than quarterly. The timing and amount of disbursement is yet to be determined.
- The City will provide a ten-year grant which will be a reimbursement of the portion of the City's real property taxes paid by the developer, which portion is attributed to the new hotel investment.
- MHH will be responsible for paying any taxes attributable to the private use of the joint-use parking facility.
- The City will agree to a lease or license agreement for the use of the 242 ± spaces with MHH
- In lieu of paying an annual fee for the use of the 242 ± spaces, MHH will manage and be responsible for the annual operating costs of the entire joint-use parking facility, which will include minor repairs, utilities, cleaning, annual inspection, and security.
- MHH understands that there may be some additional liability related to annual operating responsibilities as operator of the facility.
- Capital costs for long-term maintenance and major repairs, including any capital project expense exceeding $5,000, shall be shared proportionally between the City and MHH, based upon the proportional share of designated parking spaces.
- Annual costs for shared stormwater facilities related to maintenance or repairs necessary for the hotel and parking garage shall be proportionally shared based upon hotel stormwater capacity and the parking garage stormwater capacity (yet to be determined).
- MHH and the City will execute agreements and easements necessary to locate and maintain stormwater utilities for the hotel use located upon City property.
- MHH and the City will agree to a management method that ensures that the hotel has requirements in place whereby guests are not parking within the public parking section of the joint-use facility, and that the public is not parking within the hotel's designated parking section.
- As an additional public benefit of the hotel development, MHH will provide streetscape enhancements on Highland Avenue, Bud Yeager, and Pineapple Avenue within the limits of the development.

City Staff is also requesting authorization to meet with Brevard County staff to discuss and negotiate the following general points in the existing Interlocal Agreement, which will accommodate the framework of a P3 agreement with MHH:

- Include a provision that the Interlocal Agreement authorizes a public-private partnership consistent with state laws and City Code

- Increase the total project cost of the parking facility, and the associated TIF-funded financing, which is currently capped at $6.835 million, for the capital contribution and associated administrative costs associated with the project
- Provide the flexibility to use taxable or tax-exempt financing
- Provide the ability to use TIF funding currently held in the CRA escrow account, to decrease the amount of principal financed by the CRA for the project
- To authorize the City/CRA to adopt a future parking management plan and charge for parking, whereby the City/CRA may use that funding for capital expenditures necessary for the upkeep of the facility
- To reduce or eliminate the requirement that 90% of the facility must be reserved for public use

Fiscal/Budget Impact:
No fiscal impact related to this item; however, potential fiscal impacts may result if the City and CRA enter into a P3 comprehensive agreement at a future meeting of City Council.

Requested Action:

a. Approval of the conceptual framework of the unsolicited detailed proposal submitted by Melbourne Hospitality Holdings, LLC, including authorization for City Staff to continue negotiations with MHH to bring the unsolicited detailed proposal to a public hearing as contemplated by Section 20-340, City Code.

b. Authorization for City Staff to renegotiate the terms of the Interlocal Agreement between the City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency and Brevard County.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Doug Dombroski, AICP, Economic Development Manager

Re: Melbourne Hospitality Holdings, P3 Unsolicited Detailed Proposal to construct a joint-use parking facility on City-owned property located at 1551 Highland Avenue

Date: July 1, 2025

This item is for City Council's consideration for the conceptual framework of the Unsolicited Detailed Proposal, to facilitate further negotiation, and to begin drafting a Public-Private Partnership (P3) comprehensive agreement with Melbourne Hospitality Holdings, LLC, for future consideration by City Council. In addition, this item is to authorize City staff to engage Brevard County staff to amend the existing Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA) Interlocal Agreement for such purposes.

Background

On June 11, 2024, City Council provided approval of an unsolicited conceptual proposal from Melbourne Hospitality Holdings, LLC (MHH) and requested that MHH submit an unsolicited detailed proposal, for substantive review by the City. The proposal is to construct a joint-use parking facility providing for 542 ± parking spaces on City-owned land, located at 1551 Highland Avenue. The proposal provides both public parking and sufficient parking as required by City Code for a full-service hotel, which is proposed to be developed on a privately-owned parcel to the south, located at 1463 Highland Avenue.

An unsolicited detailed proposal from MHH was accepted by City staff on October 23, 2024, contingent upon MHH providing additional information that was necessary for the City to complete substantive review. Primarily, the developer needed to provide enough engineering and design detail of the proposed joint-use parking facility for City staff to verify the construction costs associated with the facility, and the reasonableness of MHH's request for financial support of the project.

MHH has requested $10.5 million in funding from the Olde Eau Gallie Riverfront CRA to construct the joint-use parking garage on City-owned property located at 1551 Highland

Avenue, guaranteeing approximately 300 parking spaces for public parking. In addition, MHH has requested a ten-year grant in the form of a City ad valorem tax reimbursement for the portion of real City property taxes attributable to the new private capital investment for the proposed hotel, which will be constructed on an adjacent 1.14-acrea private property located at 1463 Highland Avenue. The proposed hotel is approximately proposed 89,000 SF ± providing 160 hotel rooms, including hotel amenities and a roof-top restaurant. Private capital investment for the hotel and parking garage is estimated to be approximately $55 million.

The details necessary for the City to complete the substantive review process were provided on March 22, 2025.The City utilized two consulting teams to assist in the evaluation of the unsolicited detailed proposal. DRMP, Inc. was hired to evaluate the proposed constructability and related costs of the joint-use parking garage and Grow America[1] was hired to evaluate the reasonableness of the developer's request for financial incentives.

DRMP's structural and civil engineering team confirmed that the proposed parking facility is constructable and the cost estimate of $$$ provided by MHH is reasonable. Additionally, DRMP provided confirmation that $10.5 million is within the range of reasonable cost expectation if the City were to develop a stand-alone 300-space public parking facility as its own capital project.

Grow America has evaluated the financial pro forma for the hotel development inclusive of the structured parking costs, and Grow America determined that "but for" the incentives, the hotel project is not economically viable. Without incentives the hotel project would not likely attract lenders or investors to provide financing and equity for the project. Grow America's evaluation confirmed that there exists a need for incentives to make the project feasible, and that the incentives requested ($10.5 million and a ten-year ad valorem tax exemption) are reasonable, whereby the developers will receive acceptable return on investment. Importantly, the Grow America analysis also confirmed that the developers are not being unduly enriched or subsidized through the City's incentives.

On June 3, 2025, based on the findings of the two consultants, City staff completed its review including preliminary negotiations for the framework for a P3 comprehensive agreement with the developer.

Negotiation and Preliminary Framework for P3 Detailed Proposal

Melbourne Hospitality Holdings is proposing to construct a 160-room full-service hotel on their adjacent 1.14-acre property (1463 Highland Ave). The proposed 89,000 sf ± hotel will be under a well-known hotel flag, and will have a number of amenities including: a pool; meeting rooms; a 7,000-sf banquet hall; and a rooftop restaurant.

[1] Grow America is the national non-profit formerly known as the National Development Council, which assists communities with economic and community development projects.

The developer has indicated the conceptual hotel project is only economically feasible through a proposed public-private partnership of a joint use free-standing structured parking garage on the City's adjacent property. Under a development agreement with the city, Melbourne Hospitality Holdings and its development partners are proposing to construct the proposed 542 ± space shared parking garage. The facility will contain approximately 300 public parking spaces, and approximately 242 private parking spaces to satisfy City Code parking requirements for the hotel development.

As proposed by MHH, the City's contribution to the P3 project would include the use of the City land at 1551 Highland Avenue for the shared parking structure and a financial contribution of $10.5 million toward the construction cost of the parking structure for public parking. Once constructed, the entire 542-space facility would be delivered for ownership to the City; however, the hotel would be provided legal rights to their spaces through a sub-agreement under the primary development agreement. The developer has agreed to operate and fund annual operating expenditures in lieu of an annual lease payment to the City.

In addition to the proposed joint parking facility, MHH's detailed proposal requested a ten-year City and County tax exemption on real property realized from the hotel investment. As the City only has control over the City's portion of the tax bill, City staff analyzed and negotiated an annual tax reimbursement grant to the developer reflecting the new City ad valorem taxes generated from the hotel development over a ten-year period.

The following provides a summary of the preliminary terms for further negotiation of the P-3 comprehensive agreement[2], which will be considered at a future meeting of City Council:

- The CRA will provide an incentive of $10.5 million toward the public portion of the joint-use public parking facility.
    - **Note -** This is contingent upon successful re-negotiation of the Olde Eau Gallie CRA Interlocal Agreement with Brevard County. The current Interlocal Agreement limits the CRA financial contribution to the joint-use facility at $8.935 million
- MHH shall deliver the completed joint-use parking facility for City ownership after construction.
- The CRA shall provide payment disbursements of the $10.5 million public parking incentive, based upon specific construction performance benchmarks, but not more than quarterly. The timing and amount of disbursement is **yet to be determined.**
- The City will provide a ten-year grant which will be a reimbursement of the portion of the City's real property taxes paid by the developer, which portion is attributed to the new hotel investment, less the base property value.
- MHH will be responsible for paying any taxes attributable to the private use of the joint-use parking facility.

[2] Per Sec 20-341 "Negotiation and approval of interim and comprehensive agreements" and F.S. 255.065

- The City will agree to a lease or license agreement for the use of the 242 ± spaces with MHH
- In lieu of paying an annual fee for the use of the 242 ± spaces, MHH will be responsible for the annual operating costs and management of the entire joint-use parking facility, which shall include minor repairs, utilities, cleaning, annual inspection, and security.
- MHH understands that there may be some additional liability related to annual operating responsibilities, as operator of the facility and shall be required to maintain insurance as determined by the City.
- Capital costs for long-term maintenance and major repairs, including any capital project expense exceeding $5,000, shall be shared proportionally between the City and MHH, based upon the proportional share of designated parking spaces.
- Annual costs related to maintenance or repairs for shared stormwater facilities necessary for the hotel and parking garage shall be proportionally shared based upon the hotel property stormwater capacity and the parking garage property stormwater capacity (**yet to be determined).**
- MHH and the City will execute agreements and easements necessary to locate and maintain stormwater facilities for the hotel use located upon City property.
- MHH and the City will agree to a management method that ensures that hotel has requirements in place whereby guests are not parking within the public parking section of the joint use facility, and that the general public is not parking within the hotel's designated parking section.

- As an additional public benefit of the hotel development, MHH will provide streetscape enhancements on Highland Avenue, Bud Yeager, and Pineapple Avenue within the limits of the development.

Next Steps

Interlocal Agreement between CRA and Brevard County

Upon Council approval, City staff will coordinate with Brevard County to prepare a draft amendment to the current Interlocal Agreement between City of Melbourne, Olde Eau Gallie Riverfront CRA, and Brevard County. The current Interlocal Agreement does not authorize a P3 project, nor CRA funding for a P3 joint-use parking facility. Additionally, the current construction costs and financing have substantially changed since the approval of the 2021 Interlocal Agreement; therefore, it is anticipated that the City will be negotiating a substantial amendment with the County.

City staff will be meeting with Brevard County staff to discuss and negotiate the following general points in the existing Interlocal Agreement, which will accommodate the framework of a P3 agreement with MHH:

- Include a provision that the Interlocal Agreement (ILA) authorizes a public-private partnership consistent with State laws and City Code;
- Increase the total project cost of the parking facility contemplated in the current ILA, and the associated financing using Tax Increment Financing (TIF), which is

currently capped at $6.835 million, for the capital contribution and administrative costs associated with the project;
- The flexibility to use taxable or tax-exempt financing;
- The ability to use TIF funding currently held in the CRA escrow account, to decrease the amount of principle financed by the CRA for the project;
- To authorize the City/CRA to adopt a parking management plan and charge for parking, whereby the City/CRA may use that funding for capital expenditures necessary for the City's portion of any maintenance and repairs to the parking facility; and
- To reduce or eliminate the requirement that 90% of the facility must be reserved for public use.

City staff has determined that it will not be necessary to extend the current termination date of the CRA (September 30, 2038) to finance the P3 parking facility. City staff also projects that the current funds in the CRA escrow account, together with future TIF funds captured by the Eau Gallie CRA, are more than sufficient to support the financing necessary for the proposed $10.5 million capital contribution and associated project administrative costs. These projections do not include the anticipated TIF from the MHH hotel project once constructed and on the property tax roll, illustrating that the TIF projections can support both the financing of the joint-parking structure project, as well as the requested City tax reimbursement grant. An amended Interlocal Agreement will need to be approved by the County Commission, the Olde Eau Gallie Riverfront Community Redevelopment Agency, and the Melbourne City Council.

Public Meetings of the Unsolicited Detailed Proposal

The unsolicited detailed proposal is required to have two public meetings of City Council adhering to specific notification requirements. City Council will provide direction to staff regarding their input on the detailed proposal. Once the first public hearing is completed and with City Council authorization, City staff may complete final negotiations and drafting of the comprehensive agreement(s).

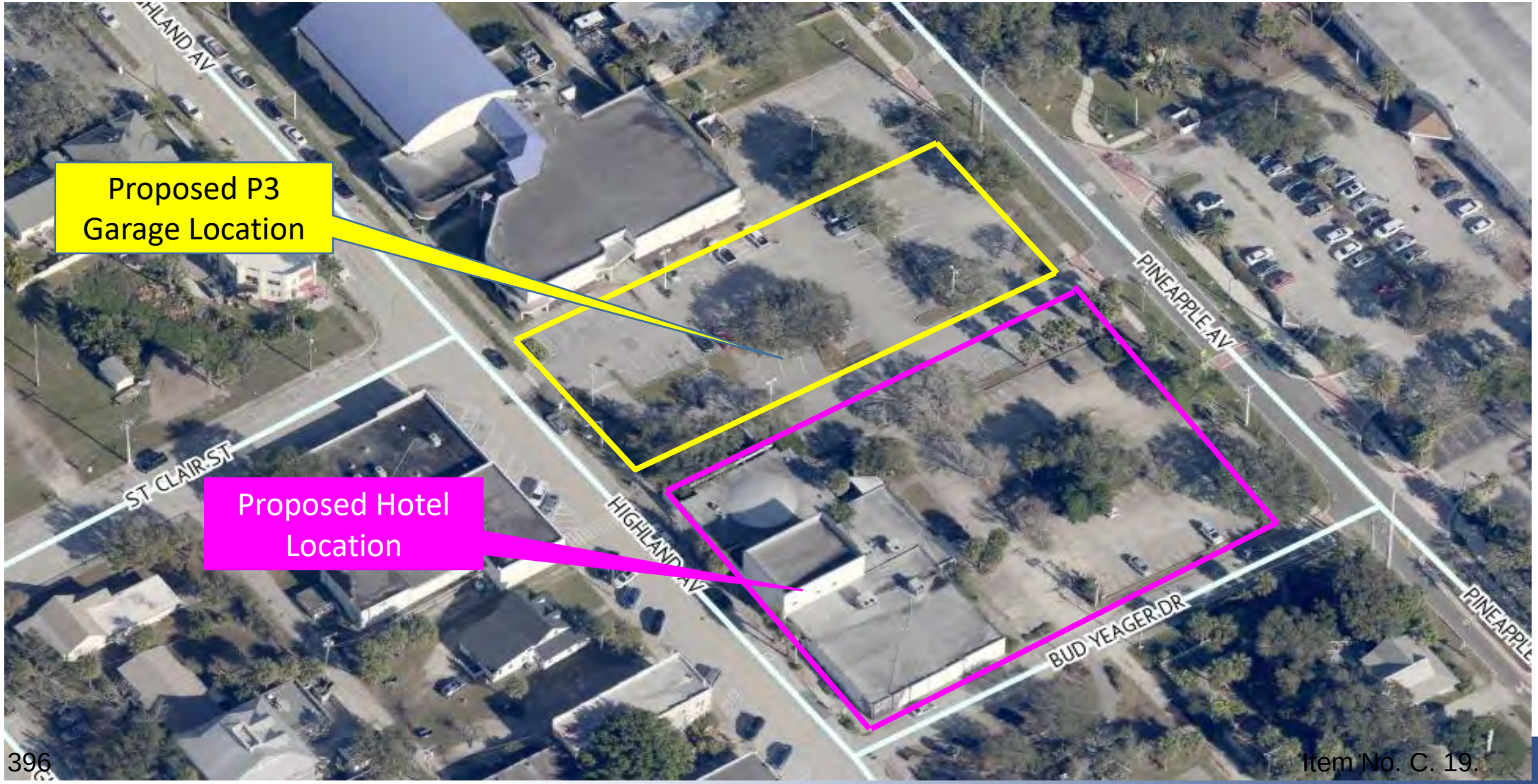
A comprehensive agreement between the City, the CRA Agency, and developer will be considered at the second public hearing. At the second public hearing, City Council must establish that the unsolicited detailed proposal is a qualifying project, which is in the public interest of the City as specifically outlined in Section 20-341, City Code. Affirming the unsolicited detailed proposal is a qualifying project that is in the public interest, is also a requirement within Florida Statutes.

Recommendation

a. Approval of the conceptual framework of the unsolicited detailed proposal submitted by Melbourne Hospitality Holdings, LLC, including authorization for City staff to continue negotiations with MHH to bring the unsolicited detailed proposal to public hearing as contemplated by Section 20-340, City Code

b. Authorization for City staff to re-negotiate the terms of the Interlocal Agreement between City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency and Brevard County.

P3 Project Site Location



Melbourne Hotel – Preliminary Conceptual Renderings

Highland Avenue Perspective

Pineapple Avenue Perspective