



City of Melbourne, Florida City Council Agenda

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

August 12, 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 One through Six 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** - Rev. Val Terry, Macedonia Missionary Baptist Church
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
5. **Approval of Minutes** - July 22, 2025 Workshop and Regular Meeting and July 29, 2025 Budget Special Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. Review of Mayor and Council Salary Survey. (Continued - 7/22/25)

C. NEW BUSINESS

9. Change Order No. 3 for Biosolids Improvements at D.B. Lee and Grant Street Water Reclamation Facilities, Project 33519, L7 Construction, Inc., Longwood, FL - \$357,783.16.
10. **CONSENT AGENDA:**
 - a. Agreement for Professional Services with CHA Consulting, Inc., Winter Springs, FL for Engineering Services for the Western Force Main and Lift Station Improvements.

- b. Agreements between the City of Melbourne and the School Board of Brevard County for use of City pools by public school swim teams.
- c. **Resolution No. 4363:** A resolution amending the date of the first regular City Council meeting in September from September 10 to September 11, 2025.

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

- 12. **Ordinance No. 2025-38:** (First Reading) An ordinance expanding the authority of the City of Melbourne Airport Authority; making findings; amending Chapter 12 of the City Code, entitled "Aviation;" amending Article V, "Airport Authority"; amending Section 12-142, "Authority and duties"; creating Section 12-148 "Acquisition of real property"; creating Section 12-149 "Disposition of real property". (Initiated by City Attorney)
- 13. Law Enforcement Trust Fund
 - a. **Resolution No. 4364:** A resolution appropriating \$7,000 from the Law Enforcement Trust Fund for safe neighborhood event expenses related to National Night Out.
 - b. Grant Funding Agreements with Powell Subdivision Neighborhood Watch, Club Esteem and St. John Baptist Church to host National Night Out events.
- 14. Presentation and Acceptance of Downtown Parking Management Plan - THA Consulting, Inc.
- 15. **Ordinance No. 2025-39:** (First Reading/Public Hearing) An ordinance amending City Code, Chapter 20, Community Planning and Development and the Melbourne Downtown Community Redevelopment Agency (CRA) Plan to adopt updated CRA projects and programs. (P & Z Board 7/17/2025)
- 16. Declaration of Critical Community Need for Daily Bread, Inc./ Providence Connects for Housing Case Manager Assistance for Fiscal Year (FY) 2025-2026.
- 17. Declaration of Critical Community Need for Eau Gallie Arts District (EGAD) Main Street, Inc. to provide redevelopment activities in Fiscal Year (FY) 2025-2026.
- 18. **Resolution No. 4365:** (Public Hearing) A resolution certifying the Stormwater Utility Assessment Roll.

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.

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A workshop meeting of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 6:00 p.m. by Vice Mayor David Neuman.

A. Call to Order

B. Roll Call

Present:

David Neuman	Vice Mayor, District 3
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2 (arrived at 6:27 p.m.)
Rachael Bassett	Council Member, District 4 (arrived at 6:17 p.m.)
Mimi Hanley	Council Member, District 5
Jenni Lamb	City Manager
Joan Junkala-Brown	Deputy City Manager
Adam Conley	City Attorney
Kevin McKeown	City Clerk
Justice Stevens	Assistant City Clerk

Absent:

Paul Alfrey	Mayor (medical recovery)
Julie Kennedy	Council Member, District 6 (out of town)

C. Council Presentations

1. Environmental Justice – Camille Hadley, Little Growers

Ms. Hadley stated that Little Growers was founded in 2017 for the purpose of providing fresh food for her sons. The organization started with planting and growing healthy foods in pots and ultimately, in 2018, planted its first community garden at the Eddie Lee Taylor, Sr. Community Complex. Unfortunately, Hurricane Irma damaged these gardens and made the organization change how it operates.

Continuing, Ms. Hadley described how the organization began working with the community to address various issues, like food toxins, and how the community can come up with solutions for itself. Ms. Hadley stated that “make a green noise” workshops have been held with over 150 attendees to provide education on the climate, environment and food security. She spoke on how Little Growers has partnered with Florida Institute of Technology (FIT) and the East Central Florida Regional Planning Council to obtain grants that will develop community

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food entrepreneurship and climate resiliency plans. In closing, Ms. Hadley discussed the native garden at Stone Magnet Middle School.

Vice Mayor Neuman asked if there is a call to action for City Council. Ms. Hadley invited Council to attend a planting event on August 6 from 9:30 a.m. until 11:30 a.m.

Council Member Marcus Smith asked about other community garden projects in the south Melbourne area. Ms. Hadley discussed a project at Heritage Park and the development of a project with the Macedonia Community Development Corporation.

Mr. Smith encouraged Ms. Hadley to submit some form of proposal to City Council on how the city can assist her efforts. Ms. Hadley replied that the next “make a green noise” event will be the fourth Saturday of October and that Little Growers will be submitting something to the city soon. Ms. Hadley expressed her desire to get Council’s support on permitting for its Brothers Avenue/Crane Creek restoration project.

2. Asset Mapping – Kristy Stuart, Love INC.

Ms. Stuart displayed a video on Love INC.’s mission and introduced Tara Pagliarini, Executive Director, Family Promise of Brevard. Ms. Pagliarini discussed the structure of the continuum of care and stated that asset mapping began in the fall of 2023 through LEAD Brevard’s community action project, which resulted in recommendations such as organizing “boots on the ground” community stakeholders; targeting geographic regions with deeper connections; building a platform with real-time updates; and facilitating easy information sharing among community assets. The first workgroup, called the “922 Crew”, was established to assist the zip code in Brevard County (32922) with the most need for services.

Following various workshops, Ms. Pagliarini stated that the following lessons were learned: there was not a full understanding of the scope of resources of each community partner; duplication of efforts was occurring; each organization was operating off self-made resource lists; and answers to common questions were not available on an existing online database. She discussed how the efforts in Cocoa were expanded north with the assistance of the North Brevard Community Health Partnership, facilitated by Parrish Medical Center.

Continuing, Ms. Pagliarini stated that community organizations learned that building trust amongst each organization is critical and that regular meetings were necessary to discuss active project engagements and lessons learned by each organization.

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With regard to asset mapping, she stated that community assets can be leveraged to help solve various problems but stated that this can be hard if people do not know where those assets are located. Community assets were based on the “10 Causes of Poverty” and a free platform called Sympara, whereby each organization can add its assets into maps and then share that information with key stakeholders.

In closing, Ms. Pagliarini stated that the expansion of this service to the City of Melbourne is being facilitated by Love INC and is in the process of bringing partners together to create an even better map of community services.

Council Member Mimi Hanley discussed the local Sharing Center and asked how that entity is involved in the process. Ms. Pagliarini stated that the goal is to take the existing entities, such as the Sharing Center, and bringing them together to talk about what resources exist and how they are tackling challenges in their geographic areas.

Ms. Pagliarini thanked the City of Melbourne for collaborating on this effort.

3. Kathryn Rudloff - weVENTURE

Ms. Rudloff stated that weVENTURE Women’s Business Center was established in 2007 and is funded in part through a cooperative agreement with the U.S. Small Business Administration (SBA). Locally, the organization is housed at the FIT Bisk College of Business and its mission is to ignite the economic power of women by being the leading regional voice and resource for professional women. She described the services offered by weVENTURE, such as free business coaching, low to no-cost business education, mentoring and purposeful networking.

Ms. Rudloff described the typical path of a client utilizing the organization’s “IGNITE 360 Program” and noted that the economic impact of weVENTURE between October 2023 and September 2024 included: 994 clients served; assisting 23 new businesses with their opening; 1,261 hours of free business coaching; and noted that 34 clients received capital infusions totaling nearly \$2 million. Continuing, weVENTURE’s clients helped to create 126 new jobs and reported nearly \$22 million in sales revenue.

Ms. Rudloff described various SBA-funded resource partners, such as the Association of Women’s Business Centers, and key local community partners, such as FIT, Career Source Brevard, and Groundswell Startups. She discussed the importance of small businesses in the community and country and noted that the vast majority of small businesses have a small number of employees. Ms. Rudloff ended by stating that weVENTURE’s goal is to work with any sort of business, some side hustles to national brands, and stated that she would love to

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Speak further with city staff about helping more small businesses thrive in the City of Melbourne.

D. Adjournment

The meeting adjourned at 6:45 p.m.

/s/ Kevin McKeown, City Clerk – July 30, 2025

Approved by Council:

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A regular meeting of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 6:46 p.m. by Vice Mayor David Neuman.

A. OPENING

1. The invocation was given by Pastor Jones, Greater Faith Temple Church.
2. Pledge of Allegiance
3. Roll Call

Present:

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

Absent:

Paul Alfrey	Mayor (medical recovery)
Julie Kennedy	Council Member, District 6 (out of town)

4. Proclamations and Presentations

Vice Mayor Neuman presented a proclamation declaring August 2025 as, “Florida Water Professionals Month,” to Assistant Public Works and Utilities Director Tom Baker and other department employees.

Employees who reached a milestone of service during the month of June 2025 were invited to the Council meeting to accept their service pin and gift card. Debbie McGuire, Information Technology (20 years) attended the meeting and was recognized by the Mayor and City Council and City Manager.

5. Approval of Minutes – July 8, 2025 Regular Meeting

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

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6. City Manager's Report

Mrs. Lamb reported the following:

- The representative from the Florida Department of Transportation (FDOT) was not available for a presentation on Advanced Air Mobility at the July 22 workshop. Staff will continue to work with FDOT to bring this presentation to a future Council meeting.
- This afternoon, a portion of the roof at the Joseph N. Davis Community Center was damaged due to the large amount of rain that accumulated in a very short period of time. Staff will continue to evaluate the damage and determine repair options. She noted that the center will remain closed until further notice.
- At the last City Council meeting, a memorandum was distributed to Council regarding the acquisition of the county's 53-acre property off Sarno Road. One item in the memorandum related to a feasibility and cost study for a potential fairground, which is available to the city for a cost of \$45,000 and can be completed in 90 days. Additionally, a Phase 2 environmental assessment is required if the city wants to move forward with this acquisition. Fortunately, this can be completed by the East Coast Florida Regional Planning Council as part of a grant the entity received. Mrs. Lamb asked for Council to provide direction to staff on how to move forward.
- A blue memorandum was distributed to Council regarding Item 22 that relates to a change in direction regarding the conversation surrounding the county's 53-acre property and the Brevard Renaissance Fair. The memo was discussed under the scheduled agenda item.
- Mrs. Lamb apologized on behalf of the city for the recent issues with the new water billing system, bills that were not mailed to account holders, and various glitches that have occurred since the implementation of the new system. She noted that no late fees will be incurred by those affected and no shut offs will occur. Mrs. Lamb stated that an after-action report will be generated to find out what went wrong and how to prevent this in the future.

Vice Mayor Neuman asked for clarification on whether the city would need to do a similar "feasibility and cost study" for existing city facilities that need to be updated. Mrs. Lamb replied that for a building such as the auditorium, the answer would be yes; however, for the Joseph N. Davis Community Center, Mrs. Lamb stated that she has not gotten the sense from Council that this facility needs to be upgraded for the purpose of holding more special events. The matter regarding the damage to the building will be handled separately with the city's insurance company.

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Mrs. Lamb added that she can discuss with the city's planning consultant whether a separate task order would be needed to do an assessment of the auditorium or if it could be included in the one that already exists for the fairground.

Council Member Mimi Hanley stated that the existing auditorium hosts band concerts and other wonderful events for the community. She expressed her desire to see a feasibility and cost study focused on the auditorium – not the potential fairground property. She asked when the last major improvements have been done to the auditorium. Mrs. Lamb replied that the roof and the air conditioning have been addressed several times in recent years.

Council Member Marcus Smith stated his opinion that the city needs to do a feasibility and cost study for both the fairground property and the auditorium.

Council Member Mark LaRusso discussed the history of the auditorium and the 2007 market study, which was the beginning of the "great recession." Money to proceed with those renovations was not available at the time, and the can has been kicked down the road ever since. He stated that until other dollars show themselves, he would prefer sticking to a feasibility and cost study for the auditorium. Council Member Rachael Bassett agreed.

Mr. Smith asked for more details on a phase 1 and/or phase 2 environmental assessment. Mrs. Lamb explained the difference and noted that that phase 2 assessment is required for property purchases that meet certain criteria in the city code. She reminded Council that the phase 1 assessment has already been completed. Further discussion took place on the purpose of these assessments.

Following discussion, Council expressed its consensus with moving forward with a feasibility and cost study for the auditorium.

7. Public Comments

Jeff Njus, 17 E. Hibiscus Boulevard, provided an update to Council on the rebranding of Daily Bread to Providence Connects and discussed the anticipated schedule and timeline of major milestones for the completion of Providence Place, which seeks to break ground in late 2025/early 2026 and have a certificate of occupancy in hand in the summer of 2027.

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-30:** (Second 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

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Luther King, Jr. Boulevard to "Joseph Pellicano Drive". (Applicant - Melbourne City Council) (First Reading - 7/8/2025)

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

Moved by Bassett/Smith for approval of Ordinance No. 2025-30. The roll call vote was:

Aye: Hanley, Smith, LaRusso, Bassett and Neuman

Motion carried unanimously.

9. **Ordinance No. 2025-31, Ordinance No. 2025-32, and Ordinance No.2025-33, Gatorfin Warehouse:** (Second 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&ZBoard - 6/5/2025) (First Reading - 7/8/2025)

- a. **Ordinance No. 2025-31/ANNX2025-0003:** (Second 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:** (Second Reading/Public Hearing) An ordinance establishing an Industrial Future Land Use.
- c. **Ordinance No. 2025-33/MAP2025-0009:** (Second Reading/Public Hearing) An ordinance establishing M-1 (Light Industrial) zoning.

Attorney Conley read the ordinances by their titles. There were no disclosures by Council. The Vice Mayor opened the public hearing.

Stavros Hatzistavriouis, applicant, was available for questions.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-31, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

Aye: Hanley, Smith, LaRusso, Bassett and Neuman

Motion carried unanimously.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-32, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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Aye: Hanley, Smith, LaRusso, Bassett and Neuman

Motion carried unanimously.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-33, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

Aye: Hanley, Smith, LaRusso, Bassett and Neuman

Motion carried unanimously.

10. **Ordinance No. 2025-34, Lamb & Co Fish Market:** (Second 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) (First Reading - 7/8/2025)

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

Moved by LaRusso/Bassett for approval of Ordinance No. 2025-34, based upon the findings and conditions contained in the Planning and Zoning Board memorandum. The roll call vote was:

Aye: Hanley, Smith, LaRusso, Bassett and Neuman

Motion carried unanimously.

11. **Ordinance No. 2025-36, Aurora Mini-Storage:** (Second 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&ZBoard - 6/19/2025) (First Reading - 7/8/2025)

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

Moved by Bassett/Neuman for approval of Ordinance No. 2025-36 with PLAN2024-0014 based upon the findings and conditions contained in the Planning and Zoning Board memorandum. The roll call vote was:

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Aye: Hanley, Smith, LaRusso, Bassett and Neuman

Motion carried unanimously.

12. **Ordinance No. 2025-37, Golf Courses Advisory Board:** (Second Reading/Public Hearing) An ordinance providing for the dissolution of the Golf Courses Advisory Board. (First Reading - 7/8/2025)

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

Moved by Smith/Bassett for approval of Ordinance No. 2025-37. The roll call vote was:

Aye: Hanley, Smith, LaRusso, Bassett and Neuman

Motion carried unanimously.

C. NEW BUSINESS

13. Work Order No. 6 to the Storm Drain Cleaning, Repairs and Maintenance contract for Cured-In-Place Pipe Lining, Project No. 68021, Shenandoah General Construction, LLC, Pompano Beach, FL - \$500,000.

City Engineer James Ennis reported that as part of the annual resurfacing program, the city evaluates the existing water, sewer, reclaimed and drainage facilities to ensure that no repairs are needed prior to the resurfacing of the roadway. As determined by pipe inspections, the existing drainage pipes within the following rights of way are in need of repair prior to resurfacing: Bernice Court, Calgary Street, Cinnamon Bay Lane, Cinnamon Lake Circle, Circlewood Drive, Georgetown Avenue, Glendon Drive, Guava Avenue, Kingston Lane, Lansing Street, Lawn Brook Court, McQuaid Street, Ottawa Court, Pelham Street, Regina Court, Sun Lakes Road, W Avenue D and Winnipeg Court.

The scope of work will include cleaning and lining approximately 2,913 linear feet of various sizes of stormwater piping, ranging from 15 to 42-inches in diameter, by means of Cured-In-Place Pipe (CIPP) rehabilitation. CIPP is a cost-effective and non-intrusive method of pipe repair. CIPP restores the structural integrity of stormwater pipes, reduces infiltration, and eliminates leaky joints. This method is used in areas where major site restoration would be required if the stormwater pipe had to be replaced. CIPP is a proven system that has been in use for more than 30 years with a 50-year design life.

Additional repairs will be needed on some of these pipes and a second work order will be issued for those repairs.

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Moved by Hanley/Bassett for approval of Work Order No. 6 to the Storm Drain Cleaning, Repairs and Maintenance not to exceed contract with Shenandoah General Construction, LLC, Pompano Beach, FL - \$500,000. Motion carried unanimously.

14. Work Order No. 7 to the Storm Drain Cleaning, Repairs and Maintenance contract for Cleaning and Video Inspection, Project No. 68021, Shenandoah General Construction, LLC, Pompano Beach, FL - \$75,000.

Mr. Ennis reported that due to aging storm water pipes within the city, drainage pipes that are adjacent to or under roadways to be resurfaced are cleaned and inspected to ensure that deteriorating or failing pipes are identified and repaired prior to the repaving process. Once the inspections are complete, another work order will be brought before the Council for the lining/repairs to the drainage pipes. The scope of services includes the cleaning and video inspection of 3,246± linear feet of varying pipe sizes.

Moved by Hanley/Bassett for approval of Work Order No. 7 to the Storm Drain Cleaning, Repairs and Maintenance contract with Shenandoah General Construction, LLC, Pompano Beach, FL - \$75,000. Motion carried unanimously.

15. Work Order No. 24-03 for asphalt and milling for the Annual Resurfacing Program, Project No. 68022, V.A. Paving, Inc., Cocoa, FL - \$1,300,000.

Mr. Ennis reported that the 2014 Pavement Management Plan identified methodologies using a combination of standard milling and resurfacing, sealing, cold-in-place recycling, reconstruction, and base repairs to optimize City dollars to achieve and maintain acceptable pavement condition and structural condition indexes. The City's milling and resurfacing efforts are focused on streets with an average pavement condition index (PCI) of less than 60. Staff identified the next 16 roadway sections for resurfacing. This work order includes 4.37 miles of roadway resurfacing. Base repairs are required on 1.21 miles of the total resurfacing area.

Mr. Smith asked if the city is in the process of a pavement improvement plan. Mr. Ennis replied that staff is in the process of updating the 2015 plan.

Moved by Smith/Neuman for approval of Work Order No. 24-03 to the construction contract with V.A. Paving, Inc, Cocoa, FL for asphalt and milling for the Annual Resurfacing, Project No. 68022, in the amount of \$1,300,000. Motion carried unanimously.

16. Contract award for street sweeping, Sweep One, LLC, Sanford, FL - \$171,702.

Mr. Ennis reported that this is a piggyback contract award for street sweeping services to remove debris from the roadway and as a component of the City's

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efforts to remove nutrients from entering the Indian River Lagoon. Sweep One, LLC, of Sanford, Florida, was awarded the Brevard County contract for Street Sweeping Services (March 14, 2024 – April 23, 2026). This contractor has a history of satisfactorily completing projects for the City of Melbourne and Brevard County. The city's procurement policy allows for piggybacking contracts awarded through the use of competitive solicitation by other public agencies.

The contract is a base contract with unit price of \$41.04 per curb mile. The city maintains roughly 600 curb miles of City roadway and 70 curb miles of Florida Department of Transportation's (FDOT) roadway. There is a surcharge of \$16 per curb mile for compliance with the maintenance of traffic on FDOT roadways. Under this contract, all the roadways maintained by the city will be swept six times a year. Sweeping will occur in the following months: August, October, December, February, April and June. This contract would cover all costs associated with street sweeping, including the disposal of collected materials. It should be noted that the contract stipulates a surcharge on FDOT roadways for compliance with the additional maintenance of traffic requirements to perform work within FDOT right of way.

Mr. Smith asked if FDOT or the county supplement the city's cost for sweeping of their rights-of-way. Mr. Ennis replied that FDOT pays the city a fixed amount of money to maintain certain rights-of-way. He added that similar agreements are in place for other maintenance, such as street lighting.

Moved by Hanley/Bassett for approval of contract award for street sweeping, Sweep One, LLC, Sanford, FL, in the amount of \$171,702. Motion carried unanimously.

17. Espanola Baffle Box, Project No. 20120.
 - a. Save Our Indian River Lagoon Project Cost-Share Funding Agreement between Brevard County and the City of Melbourne for the Espanola Baffle Box, Project No. 20120.
 - b. **Resolution No. 4362:** A budget resolution to appropriate funds into the project budget.
 - c. Contract award for the Espanola Baffle Box, Project No. 20120, BDI Marine Contractors, LLC, Hobe Sound, FL - \$1,624,864.57.

Mr. Ennis reported that the project includes the installation of a second-generation baffle box with biosorption activated media, commonly known as Bold and Gold to provide treatment for a ±61-acre drainage basin located. The baffle box will be located near Espanola Way and Patrick Circle. This baffle box is estimated to reduce the total nitrogen by ±1,119 pounds per year and total

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phosphorus by ±148 pounds per year from the Indian River Lagoon. This project was estimated to cost approximately \$1,586,538.

The city received five bids in response to the advertisement and the apparent low bidder is BDI Marine Contractors, LLC. for the amount of \$1,624,864.57. A thorough review of their references was performed by staff and the Engineer of Record, DRMP, Inc., and both recommend awarding the contract to BDI Marine Contractors, LLC of Hobe Sound, FL for the amount of \$1,624,864.57.

Mr. LaRusso asked how many baffle boxes are in the city. Mr. Ennis replied approximately 17-18.

Moved by Hanley/Neuman for approval of Save Our Indian River Lagoon Project Cost-Share Funding Agreement between Brevard County and the City of Melbourne substantially in the form as included in the agenda packet and authorization for the City Manager to execute the agreement and all related documents. Motion carried unanimously.

Moved by Hanley/Bassett for approval of Resolution No. 4362. Motion carried unanimously.

Moved by Hanley/Neuman for approval of the construction contract, substantially in the form as presented, to BDI Marine Contractors, LLC., of Hobe Sound, FL for the Espanola Street Baffle Box, Project No. 20120 in the amount of \$1,624,864.57. Motion carried unanimously.

18. Task Order No. JEG17 to the Professional Engineering Services Contract for the Supervisory Control and Data Acquisition for the SCADA Secure Maintenance Access/Network Equipment to Jacobs Engineering Group, Inc., Orlando, FL - \$186,020.

Assistant Public Works and Utilities Director Tom Baker reported that on April 27, 2021, Council approved a contract award to JEG for Water Production Facility Improvements which included Filtration Improvements, Actiflo Process Enhancements, SCADA Improvements, along with other projects listed in the five-year Capital Improvement Plan for Water Production.

JEG will replace existing SCADA hardware network components at the water production facilities in need of maintenance and replacement of end-of-useful life equipment. JEG will design, procure, configure and install a secure remote access connection to the Water Production SCADA network including hardware and updates required for access.

Moved by Hanley/Bassett for approval of Task Order No. JEG17 to the Professional Engineering Services Contract for the Supervisory Control and Data Acquisition for the SCADA Secure Maintenance Access/Network Equipment to

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Jacobs Engineering Group, Inc., Orlando, FL - \$186,020. Motion carried unanimously.

19. CONSENT AGENDA:

- a. First Amendment to the Funding Agreement between the City of Melbourne and Macedonia Community Development Corporation of South Brevard, extending the affordability period by one year for property located at 825 W.H. Jackson Street.
- b. Professional Engineering Services selection for Hydraulic Modeling and Permitting, and authorization to negotiate a contract with CHA Consulting, Inc., Winter Springs, FL.
- c. Fifth Amendment to increase annual gallons by 250,000 for ferric sulfate PIX-317 for the Water Production Division, Kemira Water Solutions, Inc., Lawrence, KS - estimated annual amount of \$3,122,450 and total estimated remaining contract amount of \$4,423,471.
- d. Third amendment to the contract for the purchase of sodium hydroxide for the Water Production Division for an increase of estimated annual gallons by 190,000, Univar Solutions USA Inc., Tampa, FL - estimated annual amount of \$2,235,305 and a total estimated remaining contract amount of \$6,147,089.
- e. Contract award for Horizontal Directional Drill Services for the Water Distribution Division, Concurrent Utility Services, LLC, Rockledge, FL (Primary), and General Underground, LLC, Lake Helen, FL (Secondary) - estimated annual amount \$920,000.

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

20. ITEMS REMOVED FROM THE CONSENT AGENDA

21. Discussion on Group Feedings in City Parks. (Requested by Mayor Alfrey)

Attorney Conley reported that during the public comments section of the June 10 Council meeting, Mayor Alfrey requested a discussion item on one of the July Council meeting agendas regarding group feedings in city parks. He stated that the public comments were focused around group feedings at Riverview Park. Since August 2024, Food Not Bombs has held permitted feedings at Riverview Park weekly on Sundays from 4:00 p.m.- 5:00 p.m. The permit application indicates a maximum of 70–75 people in attendance. Food Not Bombs pays \$51.50 per event. Parks Maintenance Division staff have not reported any issues

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with trash or damage following the feedings at Riverview Park. The city does not frequently receive other applications for one-time or recurring feedings.

Attorney Conley stated that in 2014, the City Council adopted the existing language in the City Code related to large group feedings and stated that the ordinance is defensible from a First Amendment standpoint. However, the more the city narrows the scope for such expressive conduct to occur, the more likely the city is opening itself up to challenges.

Vice Mayor Neuman stated that the city has a lot of green space for this activity. He asked if the City Attorney would be open to looking at different locations due to the change to the community over time. Attorney Conley replied that his office would be happy to look at other locations; however, the distinguishing characteristics for parks for large group feedings are not considered "neighborhood parks." He strongly recommends against something that restricts or further limits the overall opportunities that large group feeding applicants have.

Mr. Smith asked for staff to look at the times, as Sundays in Riverview Park may no longer be an appropriate time like it was in 2014. Additionally, he asked if Food Not Bombs has a schedule of when their activities are planned. Mrs. Lamb replied that the organization applies for their permit approximately 90 days ahead of time, so there is some planning involved to ensure there is no conflict with other scheduled activity in city parks.

Discussion continued.

Kathy Meehan, Melbourne, stated that Riverview Park is designed for families and children and that their safety is at stake. She noted that on Father's Day, she called a neighboring property owner who had over 20 people standing on his property after one of these feedings. She encouraged Council to take Riverview Park off the list entirely.

Rena Foley, 2704 Melwood Drive, discussed issues that she has perceived within the park and encouraged Council to spread the availability of large group feedings to other parks in the city.

Margo Pierce, 2506 Riverview Drive, expressed her opinion that there are limits to free speech and the fact that there is a playground on that site, which means there is always a scheduled activity available for children. She closed by asking if there is a point of contact for activity at Riverview Park.

JoAnne Danko, 1306 Jernigan Avenue, stated the condition of the park is better Tuesday through Saturday. However, on Sundays when the feedings occur, the problems begin and she noted that she calls the police regularly on Sunday evenings when individuals linger in the park. She discussed the differences she

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sees in how the city handles this versus how the City of Orlando handles the same issue.

Joe McNeil, 804 Poplar Lane, discussed the founders' monument scheduled to be installed within Riverview Park and his concerns with the large group feeding participants having an effect on the monument.

Mr. LaRusso posed the following questions: how many parks on the list have playgrounds? Has the city received additional complaints regarding other approved parks on the list? Is the 90-day process automatic? Can the City Council add or remove parks on the list? Can Council limit the permitting time? Can Council require the list of parks to be rotated?

Attorney Conley stated that Council has the opportunity to change the list. The overall scope, however, should be to maintain the level of opportunity to engage in this conduct within city parks.

Following further discussion, Council expressed consensus for staff to return with recommendations on a proper process to amend the list of parks (as well as the specified days/hours) where permitted large group feedings may occur.

Ms. Bassett asked if staff can look into making sure the parks are cleared when they are considered closed. Mrs. Lamb replied that many calls for service are self-initiated; however, the police patrol these areas on a regular basis as well.

22. Discussion on Temporary Use Extensions. (Requested by Council Member Smith)

Mrs. Lamb reported that at the June 10 meeting, Council Member Smith distributed the information on the Proposal for Temporary Use Extension and Inclusion of Data in Feasibility Study. On July 8, Council Member Smith requested a discussion item for a temporary use extension for the 53-acre property located at Sarno Road and Porcella Avenue to be placed on the July 22 agenda.

At Mr. LaRusso's request, Mr. Smith read the following recommendations from his memorandum: direct city staff to identify and draft necessary code amendments or resolutions that will allow the property to be used for permitted special events during a one-year pilot period, without requiring rezoning or conditional use approval; coordinate with Brevard County and Brevard Renaissance Festival Inc. to ensure mutual understanding of usage terms and intergovernmental responsibilities; develop and implement a data collection framework throughout the year to assess feasibility factors, including community engagement, traffic impact, environmental considerations, and infrastructure needs; report back to Council at the conclusion of the pilot period with findings, data analysis, and recommendations for next steps, including any permanent

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zoning or land acquisition considerations.

Mr. LaRusso asked if the Community Development Director Cindy Dittmer could respond to his question about whether the city has ever done code amendments like what is being suggested to give a “free for all” to a certain project or development. Mrs. Dittmer stated that code would have to be amended to create whatever Council wants to call this use (such as fairground or events center). Attorney Conley added that his understanding is that the suggestion is the use be allowed by the special activity code be extended for this additional year.

Mr. LaRusso asked if one piece of property would be identified or if it would apply across the board. Attorney Conley stated that special zoning categories on individual properties is generally frowned upon. Mr. LaRusso stated that he would prefer a full analysis of what this would mean to the city as his concern is to relinquish staff control of things that the city needs to control.

Continuing, Mr. LaRusso referenced the e-mail from the applicant for the Brevard Renaissance Fair and the statement that the applicant made in the e-mail regarding his intention to “pay all outstanding City of Melbourne fees within 14 calendar days of approval” (of the suggested temporary extension). Mr. LaRusso stated that this comment is essentially blackmail. He stated that the city provided services, now the city needs to be paid back for those services.

Mr. LaRusso ended by stating that he cannot support the request/suggestion of a temporary extension.

Mrs. Lamb stated that after the agenda package was published, Peter Moolhuizen e-mailed Council and indicated his desire to have another Renaissance Fair in January and February 2026; however, he does not have a lease with Brevard County for that period of time. Upon receipt of this e-mail, Mrs. Lamb stated that she contacted the county to ask if anything had changed on their end. She stated that she received confirmation from the county that the longest this lease would be permitted is through the end of September 2025. Technically, the lease will expire on August 6, 2025 if the issues cited in the city’s recent letter to Mr. Moolhuizen are not corrected. Mrs. Lamb said that the county add that if it were to lease this property again, the process would include competitive solicitation.

Continuing, Mrs. Lamb stated that some matters involved with this event cannot be temporarily waived, such as the requirements of the Florida Building Code, which states very clearly that temporary structures must be removed in 180 days.

Vice Mayor Neuman stated that this whole idea of the property needs to be in compliance with local and state regulations. He stated that in his opinion, the city is not in a position to do anything with this property until that is satisfied. Second, the county owns this property and is the sole driver of the future of the property.

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Mrs. Lamb clarified that if the Renaissance Fair had held its event and got the temporary structures permitted appropriately, assuming there was another lease offered by the county, the event could have happened again in 2026.

Ms. Hanley stated strongly that the city's invoice needs to be paid by the applicant and that she is not comfortable moving forward with this idea. She encouraged Council to wait until the county decides how it wishes to proceed with this property before taking any other action.

Peter Moolhuizen, Cocoa, stated that he had a different vision for the future of this property and that he knew that the lease was for two six-month periods. Mr. Moolhuizen indicated that his understanding of the lease was that "we were allowed to hold whatever events we could hold there on that site." He stated that he was not made aware of the 180-day requirement regarding temporary structures "until later on" and that the castle was built strongly with 30 telephone poles six feet into the ground. Mr. Moolhuizen stated "that castle's not going anywhere." He stated that he would provide letters from two different engineering companies to back that statement up.

(Note: for the record, the lease agreement executed by Mr. Moolhuizen and Brevard County, dated October 1, 2024, states the "Tenant may only used the Leased Premises for the construction, operation, and maintenance of the Brevard Renaissance Fair festival, in a manner consistent with a special event permit or similar approval to be issued by the City of Melbourne...Tenant may not use the Leased Premises for any other purpose without first obtaining the County's written approval.")

Continuing, he stated that the property has great potential but the Brevard Renaissance Fair now has to go in a different direction. Regarding payment of the city's invoice, Mr. Moolhuizen stated that the city didn't inform him until the end of January that he could not hold other events on the site, which disrupted his cash flow. He added that he sent the referenced e-mail because he was asked by "someone" if he would be interested staying in Brevard for one more year. He told this individual yes and discussed plans for a farewell event in 2026.

Mr. LaRusso said that to his knowledge, none of these issues existed when the event was held at Wickham Park. Even though the county took that possibility away, the city still worked to make this event happen. Mr. Moolhuizen replied that he was under the impression that this property would turn into a "long-term deal" since the city and county were negotiating on the acquisition of the property. He stated that process fell apart; however, his organization had already made the investment into the property.

Mr. LaRusso stated that Mr. Moolhuizen, a while back, promised to bring engineering drawings or plans to the city – similar to what he referenced this evening. He asked if Mr. Moolhuizen brought those documents with him tonight.

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Mr. Moolhuizen replied no; however, the buildings were being built as “temporary” but that they were “solid buildings.” If and when the site became a permanent site, he stated that he would have been more than willing to make them permanent structures.

Ms. Bassett asked why Mr. Moolhuizen did not know of the 180-day requirement for temporary structures and stated that should have been due diligence on his part in signing the various contracts for the event. He replied that he didn’t “know anything about that.”

(Note: the permit agreement issued to the Brevard Renaissance Fair and executed on January 13, 2025 between Mr. Moolhuizen and the city included the following clause: Removal of Existing Structures per Florida Building Code: Within 180 days of the conclusion of the Event (no later than August 22, 2025), the Applicant agrees to remove all temporary structures, tents, materials, etc. from the site. This condition is intended to ensure compliance with the Florida Building Code, Sections 108.1, 108.2, 108.3 and 108.4 regarding temporary structures and uses.)

Mr. Smith acknowledged that the challenge in this whole situation is that the county would not allow Mr. Moolhuizen to host other events on the site per the lease agreement. Mr. Moolhuizen replied that he believed he was “allowed to have a lot more”; however, Mr. Smith stated that is not what the lease agreement says.

Attorney Conley stated that the original lease is clear in that it is intended to host the Brevard Renaissance Fair. He stated that there was an amendment to that lease at some point to allow Mr. Moolhuizen to host the Strawberry Fest at the same location. Beyond that, no additional approvals from the county were granted. He continued by describing the timeline for these events as described in the agenda package.

Mr. Moolhuizen disagreed once again and stated that the lease clearly states that he was allowed to have other events on the site. He stated that he met with the County Commissioners who “had no problem” with additional events being held at the site and simply need to submit those events to the Commission for its approval.

Mr. Smith stated that the city should still be proactive to try and provide guidance to staff to take a look at why the city does not have anything on the books to address a fairground like this property.

Vice Mayor Neuman stated that in his opinion, the city has the current tools in existence to handle these sorts of events; the issue related to the temporary structure is not something that needs to be addressed in code.

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Attorney Conley stated his understanding of Mr. Smith's points is that the timeframe in the City Code for a special event/temporary use that doesn't impact zoning and land development processes may be too limited in its scope. Right now, the site is treated as any other private property where an event can occur for up to 30 days in a calendar year per the special activity code. Alternatively, Wickham Park would not have such time limits because of it being a public park property with general facilities and infrastructure on site to support such events. If there is direction from Council to review City Code to see what modifications would be necessary (on the assumption that the county wants to entertain more events on the site), staff can try and look into a middle ground where events can occur on the site for a longer period of time or more regular basis.

Discussion continued.

Following this discussion, Council took no action. Vice Mayor Neuman stated that the coming weeks and months will help determine the future of the property based on the county's action.

23. Review of Mayor and Council Salary Survey.

City Clerk Kevin McKeown reported that in accordance with Section 2-23 of the City Code, Human Resources completed a salary survey for the positions of Mayor and City Council Members using cities of similar population and form of government for the purpose of periodic pay adjustments.

Council was provided with a comparison of the City of Melbourne's salaries to 16 cities and/or counties as well as a summary of previous City Council discussions and actions.

Should Council approve any modifications to Mayor and Council salaries, in accordance with the City Charter, the changes will not become effective until after the November 2026 election.

Vice Mayor Neuman asked for clarification of the average salary for the mayors and council members of the jurisdictions listed in the agenda package. Mr. McKeown replied that calculation is not listed on the spreadsheet, however, it would also need to include any sort of travel allowance provided to elected officials, which is also considered part of their annual salary. Mr. McKeown stated that if necessary, staff could return at the next meeting with a clearly breakdown of salary and benefits for other elected officials as well as the averages based on those amounts.

Vice Mayor Neuman stated that based on quick calculations, the average salary based on the information in the agenda package would be approximately \$35,000 for mayors and \$25,000 for council members.

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Ms. Hanley stated that she is factoring in things like major airports within the jurisdiction of the municipality – such as Lakeland – other cities that provide water.

Mr. LaRusso stated the decision Council makes will not affect him since he will not be on Council after the 2026 election. He stated he will support the consensus of the Council.

Ms. Hanley suggested that a cost-of-living increase – or whatever raise is given to general employees each year – be a process moving forward.

Ms. Bassett asked if the city can afford any salary adjustment for the council based on current budget constraints. Mrs. Lamb replied that since the salaries would not be in effect until November 2026, the upcoming fiscal year 2026 budget would not be affected.

Mr. LaRusso stated again that he will not see any increase; however, he urged council members to think about how they would run for re-election after giving themselves such a high raise. Vice Mayor Neuman replied that the way he sees it, it would professionalize Melbourne to be comparable to the other cities listed.

Discussion continued.

Ms. Hanley referenced a formula created by the City of Palm Bay to address the salary of the mayor and council members. Joan Junkala-Brown, Deputy City Manager, replied that Palm Bay increased the salaries based on the Consumer Price Index and included a provision that resulted in the same increase for council members as general employees received.

Attorney Conley added that the salary of the Council Members and associated travel allowances are set by ordinance. He clarified that the Charter intends for Council to use salaries from cities of comparable sizes and forms of government as a basis to then adopt an ordinance setting a methodology for such salaries by the ordinance, which is currently “take the average.” If Council desires there to be a new methodology used to review the data for the comparable cities, that would be a change to the City Code, which would require an ordinance.

Following discussion, Council expressed a desire to continue this discussion item to the next regular meeting and instructed staff to return with some additional information for Council’s consideration.

24. Travel authorization to attend the Melbourne Regional Chamber of Commerce's 2025 Community Leadership Retreat, September 18-20, 2025 in Jupiter, FL and making a finding that the event serves a valid public purpose.

Mr. McKeown reported that Council Member Marcus Smith and Council Member

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Hanley has expressed interest in attending the Melbourne Regional Chamber's 2025 Community Leadership Retreat, September 18-20, 2025 at the Wyndham Grand Jupiter at Harbourside Place.

Council Policy #36 relates to the Mayor and Council's travel and per diem budget. The policy provides for pre-authorization for the Mayor and City Council to attend events within Brevard County that are sponsored by the Space Coast League of Cities, the Economic Development Commission and the Melbourne Regional Chamber based on a finding that attendance at these events serves a valid public purpose. The 2025 Community Leadership Retreat is being held in Jupiter, FL located within Palm Beach County. Therefore, City Council approval of the expenditure is required.

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

Mr. LaRusso stated that like in previous years, he will not vote in favor of this request.

Moved by Hanley/Smith for authorization for Council Members Marcus and Mimi Hanley to attend the Melbourne Regional Chamber of Commerce's 2025 Community Leadership Retreat scheduled for September 18-20, 2025 along with a finding that the travel serves a valid public purpose as described in the agenda report. Motion carried. Mr. LaRusso voted nay.

25. Appointment of one alternate member to the Beautification and Energy Efficiency Board.

Ms. Hanley nominated Nicholas Sanzone. There were no further nominations.

Moved by Hanley/Smith to appoint Nicholas Sanzone as an alternate member. Motion carried unanimously. (Term: July 22, 2025 through February 12, 2028; unexpired three-year term.)

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Ms. Hanley discussed a concern she received regarding the crosswalk lights on Strawbridge Avenue in front of city hall and their small size in comparison to similar lights on A1A. Mrs. Lamb stated that staff will take a look at the requirements and provide a report back to City Council.

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Additionally, Ms. Hanley discussed the potential for a bench in front of the hospital on Wickham Road. Mrs. Lamb replied that because this is county right-of-way, staff will need to follow up with the county on this request.

Mr. LaRusso commented on a number of events he has attended and specifically mentioned a ribbon cutting at the new beachside Aldi, which Council did not receive an invitation to. He noted that the Melbourne Regional Chamber was in attendance and expressed his dissatisfaction in being a member of the Chamber but receiving no information on ribbon cuttings in their districts.

Vice Mayor Neuman reported that he plans to bring information back to Council during his report at the end of the next regular meeting regarding his work with the Brevard Homeless Coalition and the potential for a site west of I-95 that could provide various services to the homeless.

E. ADJOURNMENT

The meeting adjourned at 10:30 p.m.

City Clerk – July 31, 2025

Approved by Council:

City of Melbourne, Florida
Minutes – Budget Special Meeting Before City Council
July 29, 2025

A special workshop of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 5:35 p.m. by Vice Mayor David Neuman.

1. Pledge of Allegiance
2. Roll Call

Present:

David Neuman	Vice Mayor, District 3
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2
Rachael Bassett	Council Member, District 4
Mimi Hanley	Council Member, District 5
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
Ross McGinn	Director of Finance
Marla Keehn	Management and Budget Officer

Absent:

Paul Alfrey	Mayor (medical recovery)
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3. Review of the Fiscal Year 2026 Proposed Budget

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

Mr. McGinn discussed several underlying economic conditions that factored into the production of the proposed budget, including: persistent inflationary pressures, complicated by potential tariff impacts; an unemployment rate (3.7%), which is higher than in previous years; the Federal Reserve's Fed Funds Rate Target remaining at and elevated 4.25% - 4.50%; and a U.S. Treasury Yield

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Curve that “un-inverted” back in December 2024, which usually is a precursor to a recession.

Regarding General Fund revenue trends in the current fiscal year 2025, most revenue remains flat, with the only increase being noted in the Water & Sewer Fund rate of return, up \$521,755. Project trends in FY2026 include a decrease in the following revenue streams: local government ½ cent sales tax, local option gas tax, and state-shared revenue sales tax.

Mr. McGinn provided an overview of projected revenues and expenditures in fiscal year 2026, noting that revenue coming in still does not allow for any increases to the pavement management plan or capital outlay plan for machinery and equipment. Regarding employee compensation, which is the largest expenditure, Mr. McGinn noted that the city has awarded public safety bargaining units with contracts that are the most competitive in the area. With regard to general employees, a compensation and classification study is underway to address that category.

Regarding the millage rate, Mr. McGinn noted that the General Fund budget has been balanced with a proposed millage rate of 6.6703 mills, which is 6% above the rolled-back rate of 6.2927. He displayed a chart comparing the city’s proposed millage rate against the rates of other cities in Brevard County. For further information, Mr. McGinn noted that for a single-family home with a median taxable value of \$124,025.00, the proposed millage rate represents a tax increase (annually) in the amount of \$46.83.

To summarize, the 2025 adopted budget totaled \$256,642,083, while the proposed 2026 budget totals \$266,907,023, which is an increase of 4%.

Council Member Mark LaRusso encouraged Council not to compare millage rates between the cities listed in the slides. He discussed the differences in the operations of the various cities and encouraged Council to focus strictly on Melbourne and this city’s needs.

Mr. McGinn explained that the Council is being asked to set a proposed millage rate. The budget is based on the millage rate of 6.6703 mills, which is 6% above the rolled-back rate of 6.2927 mills, and is considered to be a tax increase in accordance with Section 200.065 of Florida Statutes. Mr. McGinn provided a chart that demonstrated a ten-year history of adopted millage rates, with the proposed rate for fiscal year 2026.

For perspective, Council was provided with alternative millage rate options, including what items would be funded if higher millage rates were approved. For example, a millage rate of 6.2927 (the rolled-back rate) would result in needing a decrease of over \$3 million from the budget. Multiple options were provided for

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millage rates above the proposed rate of 6.6703 mills, along with ideas for use of the additional revenue generated by the higher millage rate. Ultimately, options included adding additional funding into roads or towards deferred machinery and equipment. The highest option, which would require a 2/3 vote of the City Council, would be a millage rate of 7.2342, resulting in a \$4.5 million increase to the budget, opening up the door for additional items to be covered by the increased funding.

Mr. McGinn provided additional information on how the additional millage rate options would affect single-family home tax rates. For example, the proposed millage rate would generate an increase of \$46.83 for the average home, while the highest option millage rate (7.2342) would generate an increase of \$116.77.

Mrs. Lamb closed by stating that the additional options provided were just a starting point. Council can direct staff to allocate any amount of funding to any projects it deems to be a priority.

Vice Mayor Neuman stated that Council can begin to discuss the contents of the budget. He started the conversation by noting that the Mayor and Council budget includes a line item for training and education for a total of \$15,000. He recommended that Council reduce this line item by \$5,000 to give that funding back to staff.

Discussion continued regarding Council's ability to review individual line items in the budget and make suggestions/recommendations. Staff replied that if Council has areas it wishes to adjust, now would be the time to advise staff as the budget is being finalized over the next few weeks. Additionally, staff clarified how funds not used in various line items are allocated.

Following further discussion on the types of events Council attends, the historical averages spent in various Mayor and Council budget line items, and the ability to move money around through budget adjustments, Council expressed its consensus with reducing the Mayor and Council training and education budget by \$5,000.

Continuing, Vice Mayor Neuman referenced the West Crane Creek Pedestrian Bridge, Project No. 10512, and stated that the project has been punted for several years now. He stated that there is currently \$440,000 allocated for that project and that in his opinion, Council could use those funds to put towards the Holmes Park renovation project or the Downtown Melbourne streetscape project.

Discussion took place regarding individual Council Members' support or opposition to the idea, whether closing out the project entirely would occur, or whether the existing funds would simply be moved while the project "stays on the books."

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Following discussion, Council expressed consensus with simply moving the funds and putting them towards Holmes Park.

The Vice Mayor opened the floor for public comments.

Jeremy Hancock, 4386 Doncaster Drive, noted that he sent a letter to the City Council Members about the importance of infrastructure and the consequences of not keeping up with basic maintenance needs.

Mark Herendeen, Melbourne, stated that the pedestrian bridge is viewed as a critical necessity by local residents and discussed the benefits of the project.

4. Adoption of Proposed Millage Rates

Ms. Hanley stated that Council should consider selecting option 6 (a millage rate of 7.2342) so as to give Council the most options, with reducing the millage rate during the budget public hearings still being an option.

Mrs. Lamb stated that if the maximum millage rate is selected, staff would be looking at various CIP projects and would provide Council with a list of things that could be added with the additional funding.

Discussion continued.

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

Moved by Hanley/Bassett for adoption of an operating millage rate of 7.2342 mills for fiscal year 2026. Motion carried. Vice Mayor Neuman voted nay.

Moved by Hanley/LaRusso for adoption of the proposed debt service millage rate of 0.2977 for fiscal year 2026. Motion carried unanimously.

5. Adjournment

The meeting adjourned at 7:41 p.m.

City Clerk – August 6, 2025

Approved by Council:

Memorandum

To: Mayor and Council
From: Jenni Lamb, City Manager
Date: August 7, 2025
Subject: City Manager's Report – Meeting of August 12, 2025

Updates:

Proposed Resolution No. 4363 (Item No. 10.c) is to amend the date of the first regular City Council meeting in September to Thursday, September 11. I would like to emphasize that the first public hearing for the FY26 budget is also being moved to Thursday, September 11. The budget hearing will begin at 5:30pm.

Absent Council objection, staff intend to publish notice seeking proposal to dispose of a small parcel of land (Parcel ID# 28-37-11-FJ-3.501) owned by the City within the Melbourne Downtown CRA along WH Jackson Street. This 0.08-acre parcel has been owned by the City since 1990 but is not developable on its own and does not currently serve a public purpose for City ownership. Additionally, the adjacent property owner has made informal inquiries about acquiring it. As the property is within the Melbourne Downtown CRA, §163.380, Florida Statutes contemplates the City publishing notice seeking proposals for a 30-day period, and then Council considering the proposals. As proposals are received and reviewed, staff will bring the item back to Council for formal consideration and action.

The discussion item on the City's land development permitting process was postponed on May 13, May 27, June 10, and July 8. Staff is requesting Council direction on when this discussion item should be rescheduled.

Retirements:

- Chuck Bogle, Fire Chief, on July 29, 2025, after 12 years of service.
- Donald Capaldo, Airport Commercial Center Supervisor, on August 1, 2025, after 21 years of service.
- Colleen Warren, Administrative Assistant III, on August 1, 2025, after 35 years of service.
- Robert "Scott" Arnold, Traffic Engineer Operations Manager, on August 15, 2025, after 30 years of service.

Upcoming Events:

The Police Community Relations Council is hosting a Community Appreciation for Law Enforcement event on Thursday, August 14, from 6:00pm-8:00pm at Front Street Civic Center.



Melbourne City Council
August 12, 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:	B.8.

Subject:

Review of Mayor and Council Salary Survey

Background/Consideration:

This is a continuation of the discussion from the July 22, 2025 regular meeting. In accordance with Section 2-23 of the City Code, Human Resources completed a salary survey for the positions of Mayor and City Council Members using cities of similar population and form of government for the purpose of periodic pay adjustments.

Based on Council's previous discussion, updated agenda materials have been provided within the agenda package for further discussion. A breakdown of this information is provided below:

- According to the salary survey completed by Human Resources of 12 other comparable cities, the average salary for mayors (not including travel allowances) is \$31,835.57 and the average salary for council members is \$24,646.17.
- According to the 2025 Public Employers Personnel Information Exchange (PEPIE) Salary Survey, as of March 2025, the simple average salary for mayors is \$45,450 and the simple average salary for council members is \$40,036. Note that this survey includes responses from approximately 60 cities throughout the State of Florida and includes cities with various forms of government.
- Staff reached out to the Florida League of Cities (FLC) for salary information. FLC staff responded with various mayor and council member salaries (as of FY21) for all cities between 60,000 and 150,000 in population. According to the data provided by FLC staff, the average salary for mayors is \$38,997.23 (median = \$32,228.50) and the average salary for council members is \$24,656.82 (median = \$23,941.46).
- Between October 2005 (the date that Mayor/Council salaries were last amended) and June 2025, CPI has increased roughly 62%. Utilizing this percentage would result in an increase to the Mayor's salary by \$6,417 for a new total of \$16,767 and an increase in a Council Member's salary by \$4,634.50 for a new total of \$12,109.50.
- Since October 2005, non-union (general) employees' base pay has increased approximately 65%. Utilizing this percentage would result in an increase to the Mayor's salary by \$6,727.50 for a new total of \$17,077.50 and an increase in a Council Member's salary by \$4,858.75 for a new total of \$12,133.75.



Should Council approve any modifications to Mayor and Council salaries, in accordance with the City Charter, the changes will not become effective until after the November 2026 elections.

Fiscal/Budget Impact:

Requested Action:

Council discussion.

Summary of Mayor and City Council Salary Discussions

Timeline:

- 2000 In May, following a recommendation of the “Section 3 City Code Review Committee” (one of four committees established to review the entire City Code), the City Council adopted Ordinance No. 2000-32. That ordinance revised Chapter 2 of the City Code by providing that the annual salary of the Mayor and City Council Members shall be determined by a computation of the average salary of like positions derived from at least ten cities in the state that have a similar population and form of government. The Code further requires the salary to be reviewed through updated survey information every five years. The committee made this recommendation based on the salaries at the time not having been reviewed since 1973.
- At the time of adoption of this ordinance, Council confirmed its then present salaries of \$7,200 per year for the Mayor and \$5,200 per year for Council Members.
- At a meeting in July, Council increased the salary of the Mayor from \$7,200 per to \$9,000 per year and the salary of a Council Member from \$5,200 per year to \$6,500 per year.
- 2003 The City Council reviewed its salary. The motion to increase the Mayor’s salary to \$18,173 and the salary of a Council Member to \$13,125 failed.
- 2004 In February, March and April, the salaries were discussed. Council approved on first reading an ordinance establishing the Mayor’s salary at \$9,945 and the salary of each Council Member at \$7,183 with a provision that the salaries would be adjusted every two years based on the same cost of living adjustment afforded the general employees for the previous two fiscal years. The ordinance recognized the Charter provision that the effective date of future increases would be the day after the regular election. That ordinance failed on second reading.
- 2005 At the August 9 meeting, City Council reviewed its salary and adopted a motion that resulted in, effective November 14, 2006, the Mayor’s salary increasing from \$9,000 to \$10,350 and the salary of each Council Member increasing from \$6,500 to \$7,475.
- 2010 City Council reviewed this item on July 13, July 27, and August 10. During this review, Council approved a motion that would place a referendum on the 2010 general ballot providing for a Charter change that would allow for Mayor and Council pay levels to be changed by the same rate of change as afforded non-union employees. The ordinance providing for the Charter amendment and calling for a referendum was denied on August 10. Council took no further action on the item.
- 2015 The City Clerk initiated the five-year review discussion with the City Manager and the Management Services Department was assigned the responsibility of updating the salary information. In April 2016, a memorandum was sent to the City Manager transmitting the salary survey. There is no further documentation regarding action on this item.
- 2020 The City Clerk initiated the five-year review discussion with the City Manager and Human Resources was tasked with updating the salary survey. In order to keep City Council on the five-year review track per City Code, an agenda item has been prepared for City Council review and consideration at the July 28 meeting. City Council voted to make no changes to the salaries.

Municipalities Ranked by Population with Certain City Demographics and Mayor/Council Benefits Listed

Municipality	Population	FY25 Adopted Budget	Regional Airport	Regional Water Supplier	# of Customers	Health Insurance	Insurance Opt-Out	City Cell Phone	Expense Account	FRS
Palm Bay	145,834	\$373,244,734				X	X	X	\$500 Mayor / \$400 Council	X
Lakeland	122,264	\$746,962,838	X	X	63,000	X		Laptop	\$3,250 Mayor / \$1,950 Council	
Pompano Beach	114,727	\$497,144,472		X	19,518	X		X	\$3,250 Mayor / \$2,650 Council	X
Palm Coast	110,362	\$421,551,721				X	X	X		
Deltona	98,739	\$147,080,100								
Sunrise	97,899	\$521,049,310								
Melbourne	86,960		X	X	168,000	X	\$150/annual	X		
Daytona Beach	82,485	\$392,298,386	X (owned by Volusia County)	X	100,000	X		X / \$30 weekly technology stipend		X
Kissimmee	81,269	\$273,381,887								
Ocala	71,504	\$561,152,968		X	67,464					
Port Orange	68,124	\$205,719,722		X	68,000	X		X		
Titusville	50,254	\$146,691,741				(only life insurance)				X
St. Cloud	34,072	\$274,904,237				X	X	X		X

Mayor - Ranked by Total Salary + Car Allowance

Municipality	Population	Mayor Annual Salary	Mayor Monthly Car Allowance	Mayor Total Salary + Car Allowance
Pompano Beach	114,727	\$56,519.42		\$56,519.42
Sunrise	97,899	\$53,966.41	\$200.00	\$56,366.41
Daytona Beach	82,485	\$50,545.96		\$50,545.96
Lakeland	122,264	\$50,181.82		\$50,181.82
Kissimmee	81,269	\$35,256.00	\$150.00	\$37,056.00
Palm Coast	110,362	\$33,753.97	\$100.00	\$34,953.97
St. Cloud	34,072	\$31,667.52		\$31,667.52
Port Orange	68,124	\$30,327.48		\$30,327.48
Palm Bay	145,834	\$23,284.00		\$23,284.00
Deltona	98,739	\$15,851.42		\$15,851.42
Titusville	50,254	\$15,558.40		\$15,558.40
Melbourne	86,960	\$10,350.00	\$415.00	\$15,330.00
Ocala	71,504	\$6,600.00	\$400.00	\$11,400.00
		\$31,835.57		\$33,003.26

Council Member - Ranked by Total Salary + Car Allowance

Municipality	Population	Council Member Annual Salary	Council Member Monthly Car Allowance	Council Member Total Salary + Car Allowance
Sunrise	97,899	\$53,966.41	\$200.00	\$56,366.41
Pompano Beach	114,727	\$53,501.76		\$53,501.76
Daytona Beach	82,485	\$37,909.31		\$37,909.31
Kissimmee	81,269	\$34,056.00	\$150.00	\$35,856.00
Lakeland	122,264	\$33,454.54		\$33,454.54
Palm Coast	110,362	\$27,080.46	\$100.00	\$28,280.46
Port Orange	68,124	\$22,745.61		\$22,745.61
St. Cloud	34,072	\$18,515.00		\$18,515.00
Deltona	98,739	\$11,759.28		\$11,759.28
Titusville	50,254	\$11,668.80		\$11,668.80
Melbourne	86,960	\$7,475.00	\$255.00	\$10,535.00
Ocala	71,504	\$2,400.00	\$300.00	\$6,000.00
Palm Bay	145,834	\$5,868.00		\$5,868.00
		\$24,646.17		\$25,573.86

Neighboring County Populations and Annual Salaries for Commissioners

County	Population	Annual Salary
Brevard County	670,523	\$60,107.32
Flagler County	140,801	\$76,630.00
Indian River County	174,851	\$82,795.96
Osceola County	468,266	\$108,356.00

2025 PEPIE ANNUAL SALARY SURVEY
ELECTED OFFICIALS

Mayor

<u>Organization</u>	<u>County</u>	<u>Your Title</u>	<u>EE Category</u>	<u>Type of Government</u>	<u>Actual Salary</u>	<u>Comments</u>
City of Boca Raton	Palm Beach	Mayor	PT	CM	\$38,000	
City of Boynton Beach	Palm Beach	Mayor	PT	SM	\$29,616	
City of Cape Canaveral	Brevard	Mayor	PT	CC	\$6,500	
City of Casselberry	Seminole	Mayor	PT	CC	\$10,170	
City of Clearwater	Pinellas	Mayor	PT	CM	\$49,000	
City of Clermont	Lake	Mayor	PT	CC	\$9,534	adjust salary annually based on CPI
City of Coconut Creek	Broward	Mayor	FR	CM	\$43,722	
City of Coral Springs	Broward	Mayor	PT	CM	\$29,026	They are Contract, No Min Max
City of Dania Beach	Broward	Mayor		CC	\$53,240	
City of DeBary	Volusia		PT	CM	\$11,470	
City of Deerfield Beach	Broward	Mayor	PT	CM	\$41,296	Contractual
City of Delray Beach	Palm Beach	Mayor	PT	CM	\$30,000	
City of Dunedin	Pinellas	Mayor	PT	SM	\$19,100	
City of Fellsmere	Indian River	Mayor	PT	CM	\$13,000	
City of Fort Lauderdale	Broward	Mayor	FR	CM	\$106,200	Commission-Manager Government
City of Fort Myers	Lee	Mayor	PT	CM	\$42,419	\$22200 stipends/expense
City of Greenacres	Palm Beach	Mayor	PT	CM	\$19,846	
City of Hallandale Beach	Broward	Mayor		CM	\$48,001	
City of Hollywood	Broward	Mayor		CC	\$54,873	\$100.00 per month cell phone stipend
						Note, other elected positions are: Clerk of Court, Sheriff, Property Appraiser, Supervisor of Elections and Tax Collector
City of Jacksonville	Duval	Mayor	FR	SM	\$264,726	
City of Lakeland	Polk	Mayor	PT	CM	\$50,182	
City of Lake Helen	Volusia	Mayor	PT	CM	\$10,409	
City of Lake Worth Beach	Palm Beach		PT	SM	\$29,500	
City of Largo	Pinellas	Mayor	PT	CC	\$27,663	
City of Lauderdale Lakes	Broward			CM	\$20,000	
City of Lauderhill	Broward	Mayor	PT	CM	\$70,374	
City of Marco Island	Collier	City Council Chair	PT	CM	\$9,000	
City of Margate	Broward	Mayor	FR	CC	\$46,800	
City of Miami	Miami-Dade	City Mayor	FR	CC	\$97,000	Salary set by resolution
City of Miramar	Broward	Mayor	PT	CM	\$46,948	
City of Naples	Collier	Mayor	FR	CM	\$54,100	Set rate, no min or max
City of Oakland Park	Broward	Mayor	PT	CM	\$22,369	
City of Oldsmar	Pinellas	Mayor	PT	CM	\$10,800	
City of Palm Beach Gardens	Palm Beach	Mayor	PT	CM	\$38,798	
City of Parkland	Broward	Mayor	FR	CM	\$42,944	Commission-Manager Govt.
City of Pembroke Pines	Broward	MAYOR	PT	SM	\$52,036	
City of Plant City	Hillsborough	Mayor	PT	CM	\$9,742	

2025 PEPIE ANNUAL SALARY SURVEY
ELECTED OFFICIALS

Mayor

Organization	County	Your Title	EE Category	Type of Government	Actual Salary	Comments
City of Pompano Beach	Broward	Mayor	FR	CM	\$56,519	
City of Riviera Beach	Palm Beach	Mayor	PT	CC	\$20,200	
City of Sarasota	Sarasota	Mayor	PT	CM	\$52,132	Based on formula in City Charter
City of St. Augustine	St. Johns	Mayor	PT	CM	\$28,610	\$2,400 expense stipend
City of Stuart	Martin	Mayor	PT	CM	\$1,703	Per Month
City of Tamarac	Broward	Mayor	PT	CM	\$72,240	\$72,240
City of Venice	Sasrasota	Mayor	PT	CC	\$23,009	
City of West Palm Beach	Palm Beach	Mayor	FR	SM	\$203,554	
Islamorada, Village of Islands	Monroe	Mayor		CC	\$12,000	
Miami-Dade County	Miami-Dade	Mayor	FR	SM	\$206,000	Flat rate
Orange County	Orange	County Mayor	FR	SM	\$248,089	No pay plan
Town of Juno Beach	Palm Beach	Mayor	PT	CM	\$8,400	
Town of Jupiter	Palm Beach	Mayor	PT	CM	\$22,200	
Town of Lantana	Palm Beach	Mayor	PT	CM	\$10,800	3600 Annual Stipend
City of Altamonte Springs	Seminole	Mayor	FR	CM	\$7,200	
Village of North Palm Beach	Palm Beach	Mayor	PT	CM	\$10,800	This will change to \$16,200 in March 2025
Village of Palmetto Bay	Miami-Dade	Mayor	PT	CM	\$24,000	Contribution to Village Benefits (Medical, Dental, Life/ADD, 401a defined contribution), Village-Issued Phone OR Phone Allowance of \$220/month
Village of Royal Palm Beach	Palm Beach	Mayor	PT	CM	\$12,727	plus car and phone
Village of Tequesta	Palm Beach	Mayor	PT	CM	\$8,436	
Village of Wellington	Palm Beach	Mayor		CC	\$3,600	same benefits as employees; \$500 monthly expense allowance; reimbursement for travel, training, etc.

Actual Salary Results			
3rd Quartile:	\$50,182	Simple Average:	\$45,450
1st Quartile:	\$11,470		

2025 PEPIE ANNUAL SALARY SURVEY
ELECTED OFFICIALS

Agency Commissioner/Council Member

Organization	County	Your Title	EE Category	Type of Government	Actual Salary	Comments
Alachua County BoCC	Alachua	County Commissioner	FR	CC	\$98,450	Annual Rate (5 positions)-State set Salary
City of Boca Raton	Palm Beach	Council Member	PT	CC	\$28,000	
City of Boynton Beach	Palm Beach	City Commissioner	PT	CC	\$24,681	
Brevard County Board of County Commissioners	Brevard	County Commissioner	FR	CC	\$59,944	
						The County Commission is comprised of nine members elected by district in partisan elections. Each Commissioner must be a resident of the district for which he or she seeks election
Broward County Board of County Commissioners	Broward	County Commissioner	FR	CC	\$123,442	
City of Cape Canaveral	Brevard	City Council Member	PT	CC	\$5,063	4 Council Members
Charlotte County Board of County Commissioners	Charlotte	County Commissioner	FR	CC	\$91,104	
City of Casselberry	Seminole	Commissioner	PT	CC	\$8,605	
City of Clearwater	Pinellas	Councilmember	PT	CM	\$45,000	
City of Clermont	Lake	Council Member	PT	CC	\$8,067	adjust salary annually based on CPI
City of Coconut Creek	Broward	Commissioner	FR	CM	\$40,498	
City of Coral Springs	Broward	City Commissioner	PT	CM	\$23,220	They are Contract, No Min Max
City of Dania Beach	Broward	Commissioner		CC	\$50,506	
City of DeBary	Volusia		PT	CM	\$9,319	
City of Deerfield Beach	Broward	Commisionr	PT	CM	\$34,465	Contractual
City of Delray Beach	Palm Beach	City Commissioner	PT	CM	\$24,000	
City of Dunedin	Pinellas	Commissioner	PT	CC	\$15,600	
City of Fellsmere	Indian River	Council Member	PT	CM	\$10,400	
City of Fort Lauderdale	Broward	Commissioner	FR	CM	\$88,500	Commission-Manager Government
City of Fort Myers	Lee	Council Member	PT	CM	\$32,629	\$17000 stipends/expense
City of Greenacres	Palm Beach	Council Member	PT	CM	\$16,125	
City of Hallandale Beach	Broward	Commissioner		CM	\$48,001	
City of Hollywood	Broward	City Commissioner		CC	\$51,973	\$100.00 per month cell phone stipend
City of Jacksonville	Duval		FR	SM	\$60,901	Average of 19 Council Members
City of Lakeland	Polk	Commissioner	PT	CM	\$33,455	
City of Lake Helen	Volusia	City Commissioner	PT	CM	\$8,075	
						Mayor = \$29,500 / Comm = \$24,500 / Car allowances: \$6,000 year for all.
City of Lake Worth Beach	Palm Beach	Commissioner	PT	SM	\$24,500	
City of Largo	Pinellas	Commissioners	PT	CC	\$18,444	
City of Lauderdale Lakes	Broward			CM	\$18,000	
City of Lauderhill	Broward	Commissioner	PT	CM	\$50,293	
City of Marco Island	Collier	City Councilor	PT	CM	\$6,000	
City of Margate	Broward	Commissioner	FR	CC	\$46,800	
City of Miami	Miami-Dade	City Commisioner	PT	CC	\$58,200	Salary set by resolution
City of Miramar	Broward	Commissioner	PT	CM	\$36,961	
City of Naples	Collier	City Council Person	FR	CM	\$43,300	Set rate, no min or max
City of Oakland Park	Broward	Commissioner	PT	CM	\$19,520	

2025 PEPIE ANNUAL SALARY SURVEY
ELECTED OFFICIALS

Agency Commissioner/Council Member

Organization	County	Your Title	EE Category	Type of Government	Actual Salary	Comments
City of Oldsmar	Pinellas	Council Member	PT	CM	\$8,400	
City of Palm Beach Gardens	Palm Beach	Council Member	PT	CM	\$36,453	
City of Parkland	Broward	Commissioner	FR	CM	\$39,667	Commission-Manager Govt.
City of Pembroke Pines	Broward	COMMISSIONER	PT	CC	\$26,540	
City of Plant City	Hillsborough	Vice Mayor/Commissioner	PT	CM	\$9,742	
City of Pompano Beach	Broward	Commissioner	FR	CM	\$53,502	
City of Riviera Beach	Palm Beach	Council Person/ Member	PT	CC	\$19,000	
City of Sarasota	Sarasota	Commissioner	PT	CM	\$52,132	Based on formula in City Charter
City of St. Augustine	St. Johns	Commissioner	PT	CM	\$21,458	\$2,400 expense stipend
City of Stuart	Martin	City Commissioner	PT	CM	\$1,703	Per Month
City of Tamarac	Broward	Commissioner	PT	CM	\$59,949	\$59,949
City of Venice	Sarasota	Council Member	PT	CC	\$21,809	
City of West Palm Beach	Palm Beach	City Commissioner	PT	SM	\$47,495	
Collier County Board of County Commissioners	Collier	Commissioner			\$107,234	Determined by State
Hillsborough County BOCC	Hillsborough	County Commisioner	FR	CC	\$123,781	
Islamorada, Village of Islands	Monroe	Council Member		CC	\$12,000	
Lee County Board of County Commissioners	Lee	County Commissioner	FR	CC	\$117,983	
Martin County BOCC	Martin	Commissioner		CC	\$81,575	
Miami-Dade County	Miami-Dade	County Commissioner	FR	SM	\$6,000	Flat rate
Orange County	Orange	County Commissioner	FR	SM	\$123,720	No pay plan
Polk County Board of County Commissioners	Polk	Commissioner-District 1	FR	CC	\$110,200	Elected Official
Palm Beach County School District	Palm Beach	Board Member			\$53,000	
St. Lucie County BOCC	St. Lucie	County Commissioner	FR		\$104,688	5 Commissioners
Town of Juno Beach	Palm Beach	Vice Mayor	PT	CM	\$8,400	
Town of Jupiter	Palm Beach	Town Council	PT	CM	\$18,600	
Town of Lantana	Palm Beach	Council Members	PT	CM	\$7,200	2400 Annual Stipend
City of Altamonte Springs	Seminole	Commissioner	FR	CM	\$6,000	
Village of North Palm Beach	Palm Beach	Council Member	PT	CM	\$9,000	This will change to \$13,500 in March 2025
Village of Palmetto Bay	Miami-Dade	Council Member	PT	CM	\$12,000	Contribution to Village Benefits (Medical, Dental, Life/ADD, 401a defined contribution), Village-Issued Phone OR Phone Allowance of \$120/month
Village of Royal Palm Beach	Palm Beach	Councilperson	PT	CM	\$12,727	plus car and phone
Village of Tequesta	Palm Beach	Council Member	PT	CM	\$8,436	

Actual Salary Results			
3rd Quartile:	\$52,566	Simple Average:	\$40,036
1st Quartile:	\$12,000		

Municipality	County	Region	Form of Government	2021 Population	Survey Respondent?	FY 2021 Millage Rate	FY 2021 Total Expenditures	FY 2021 Total Revenues	FY 2021 Total General Revenues	What was your municipality's annual salary for the position of mayor in FY 2021 (October 2020 – September 2021)?	What was your municipality's annual salary for the position of commissioner/councilperson in FY 2021 (October 2020 – September 2021)?
North Miami	Miami-Dade	Southeast	Council-Manager	60,175	0	7.5000	\$ 128,009,710.00	\$ 139,178,063.00	\$ 67,998,300.00		
St. Cloud	Osceola	Central	Council-Manager	61,033	1	5.1128	\$ 166,619,715.00	\$ 237,738,329.00	\$ 48,078,935.00	\$16,800.00	\$14,000.00
Jupiter	Palm Beach	Southeast	Council-Manager	61,121	1	2.4633	\$ 104,421,995.00	\$ 146,356,376.00	\$ 60,338,889.00	\$22,200.00	\$18,600.00
Wellington	Palm Beach	Southeast	Council-Manager	61,768	1	2.4700	\$ 102,552,402.00	\$ 106,605,960.00	\$ 52,373,728.00	\$10,104.00	\$9,600.00
Sanford	Seminole	Central	Council-Manager	62,045	1	7.3250	\$ 134,784,704.00	\$ 189,493,593.00	\$ 53,193,926.00		
Port Orange	Volusia	Central	Council-Manager	63,275	1	4.9072	\$ 103,372,725.00	\$ 139,193,461.00	\$ 42,131,198.00	\$18,600.00	\$13,600.00
Ocala	Marion	Central	Council-Manager	64,243	0	6.6177	\$ 386,071,623.00	\$ 461,488,656.00	\$ 102,993,183.00		
Delray Beach	Palm Beach	Southeast	Council-Manager	66,948	1	6.6611	\$ 299,538,820.00	\$ 396,942,347.00	\$ 151,081,068.00	\$30,000.00	\$24,000.00
Weston	Broward	Southeast	Council-Manager	68,305	1	3.3464	\$ 145,387,594.00	\$ 146,259,373.00	\$ 55,883,883.00	\$16,425.00	\$12,626.00
Tamarac	Broward	Southeast	Council-Manager	72,509	1	7.2000	\$ 163,534,464.00	\$ 247,870,007.00	\$ 75,492,079.00	\$60,540.00	\$50,240.00
Daytona Beach	Volusia	Central	Council-Manager	74,113	1	5.5300	\$ 277,152,067.00	\$ 344,442,697.00	\$ 101,451,792.00	\$41,059.00	\$23,650.00
Lauderhill	Broward	Southeast	Council-Manager	74,538	0	8.1999	\$ 188,147,704.00	\$ 238,221,981.00	\$ 68,762,305.00		
North Port	Sarasota	Southwest	Council-Manager	78,129	1	3.7667	\$ 162,817,634.00	\$ 218,378,851.00	\$ 53,966,955.00	\$32,999.00	\$31,799.00
Doral	Miami-Dade	Southeast	Council-Manager	80,703	1	1.9000	\$ 97,657,830.00	\$ 194,337,937.00	\$ 66,103,502.00	\$72,773.00	\$17,457.00
Kissimmee	Osceola	Central	Council-Manager	80,999	1	4.6253	\$ 182,207,548.00	\$ 240,011,961.00	\$ 79,877,806.00	\$31,458.00	\$30,258.00
Boynton Beach	Palm Beach	Southeast	Council-Manager	81,011	0	7.8900	\$ 265,329,534.00	\$ 356,427,129.00	\$ 99,181,519.00		
Homestead	Miami-Dade	Southeast	Council-Manager	81,110	1	6.2055	\$ 203,289,133.00	\$ 242,553,196.00	\$ 65,593,380.00	\$6,000.00	\$4,800.00
Miami Beach	Miami-Dade	Southeast	Council-Manager	82,785	1	5.7626	\$ 1,103,857,995.00	\$ 1,488,833,920.00	\$ 351,358,726.00	\$10,000.00	\$6,000.00
Largo	Pinellas	Central	Council-Manager	83,071	0	5.5800	\$ 176,873,575.00	\$ 218,818,284.00	\$ 84,107,803.00		
Melbourne	Brevard	Central	Council-Manager	85,800	1	7.0519	\$ 204,414,458.00	\$ 283,479,220.00	\$ 93,967,386.00	\$10,350.00	\$7,475.00
Deerfield Beach	Broward	Southeast	Council-Manager	87,106	1	6.0018	\$ 188,970,807.00	\$ 240,910,894.00	\$ 111,505,622.00	\$41,296.00	\$34,465.00
Fort Myers	Lee	Southwest	Council-Manager	91,544	1	7.5875	\$ 354,044,200.00	\$ 448,890,455.00	\$ 127,896,003.00	\$42,419.00	\$32,629.74
Plantation	Broward	Southeast	Council-Strong Mayor	92,628	1	5.8000	\$ 216,454,487.00	\$ 311,662,245.00	\$ 114,142,982.00	\$127,185.00	\$32,339.00
Palm Coast	Flagler	Central	Council-Manager	92,866	0	4.6100	\$ 150,435,663.00	\$ 185,540,467.00	\$ 43,942,956.00		
Deltona	Volusia	Central	Council-Manager	94,953	1	7.8500	\$ 81,744,567.00	\$ 111,508,712.00	\$ 52,444,799.00	\$14,918.00	\$11,114.00
Sunrise	Broward	Southeast	Council-Manager	97,359	1	6.0543	\$ 400,916,552.00	\$ 571,672,296.00	\$ 145,503,166.00	\$48,417.38	\$48,417.38
Boca Raton	Palm Beach	Southeast	Council-Manager	98,046	1	3.5789	\$ 431,962,146.00	\$ 624,691,533.00	\$ 207,564,065.00	\$38,000.00	\$28,000.00
Davie	Broward	Southeast	Council-Manager	106,199	1	5.6250	\$ 242,489,135.00	\$ 343,105,238.00	\$ 143,879,807.00	\$13,085.00	\$13,085.00
Miami Gardens	Miami-Dade	Southeast	Council-Manager	112,508	0	6.9363	\$ 124,960,014.00	\$ 132,965,767.00	\$ 86,050,589.00		
Pompano Beach	Broward	Southeast	Council-Manager	113,144	1	5.1875	\$ 437,101,478.00	\$ 494,446,311.00	\$ 166,778,349.00	\$51,723.00	\$48,962.00
Lakeland	Polk	Central	Council-Manager	116,421	1	5.4323	\$ 815,606,593.00	\$ 1,098,746,807.00	\$ 135,329,024.00	\$44,599.00	\$29,733.00
Clearwater	Pinellas	Central	Council-Manager	117,800	1	5.9550	\$ 519,786,146.00	\$ 776,903,262.00	\$ 166,902,808.00	\$28,659.16	\$23,882.92
West Palm Beach	Palm Beach	Southeast	Council-Strong Mayor	119,255	1	8.3465	\$ 505,037,178.00	\$ 526,018,864.00	\$ 191,947,620.00	\$150,000.00	\$35,000.00
Palm Bay	Brevard	Central	Council-Manager	122,765	0	7.5995	\$ 219,014,511.00	\$ 351,898,205.00	\$ 82,927,694.00		
Coral Springs	Broward	Southeast	Council-Manager	134,558	1	6.0232	\$ 300,755,813.00	\$ 425,428,824.00	\$ 146,075,050.00	\$24,206.00	\$19,365.00
Miramar	Broward	Southeast	Council-Manager	136,007	1	7.1172	\$ 388,079,278.00	\$ 563,686,978.00	\$ 189,149,755.00	\$43,411.00	\$34,175.00
Gainesville	Alachua	Northeast	Council-Manager	143,835	1	5.5000	\$ 806,270,203.00	\$ 1,000,866,131.00	\$ 146,905,371.00	\$44,696.00	\$35,118.00

Total:			21,898,945	3,320,675	29					\$1,091,922.54	\$690,391.04
Percentage:			Statewide Population		7%						
Average:			10,883,592			5.8195	\$ 291,342,432.46	\$ 385,015,522.43	\$ 108,996,811.43	\$38,997.23	\$24,656.82
Median:			Unincorporated Pop.			5.9550	\$ 204,414,458.00	\$ 283,479,220.00	\$ 93,967,386.00	\$32,228.50	\$23,941.46

Florida Population:	21,898,945
Incorporated Population:	11,015,353
Unincorporated Population:	10,883,592

Population Data: University of Florida, Bureau of Economic and Business Research, April 2021 Estimates
Millage Rate Data: Florida Department of Revenue
Revenue & Expenditure Data: Florida Legislature, Office of Economic & Demograph.



**Melbourne City Council
August 12, 2025
City Manager's Item Report**

Department:	Engineering/Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	4, 3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.9.

Subject:

Change Order No. 3 with L7 Construction, Inc., Longwood, FL, for Biosolids Improvements at D.B. Lee and Grant Street Water Reclamation Facilities.

Background/Consideration:

The Biosolids Improvements Project was awarded to L7 Construction, Inc., by City Council at the February 27, 2024, meeting. The amount awarded was \$28,247,000. Change order No. 3 is needed for the furnishing/installation of three blower control panels with all required components at both water reclamation facilities (WRFs). In addition, this change includes temporary systems at both WRFs to allow construction to continue while maintaining operations and also preventing an eight-month time extension to the overall contract.

The backup provides additional information on the scope of work.

Fiscal/Budget Impact:

Project No. 33519 is not adequately funded. An administrative budget transfer in the amount of \$275,000 from Project No. 30099 Water & Sewer Unappropriated Budget Savings is necessary to supplement the project budget. Staff plans to request additional funding from the State Revolving Fund (SRF) construction loan agreement for reimbursement of the change order.

Requested Action:

Approval of Change Order No. 3 to L7 Construction, Inc., Longwood, FL, for the Biosolids Improvements at D.B. Lee and Grant Street Water Reclamation Facilities, Project No. 33519, in the amount of \$357,783.16.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
Jennifer Spagnoli, Director Public Works & Utilities
From: Christi Winn, Utility Engineer Public Works & Utilities
Date: July 24, 2025
Re: Change Order No. 3 to the Biosolids Improvements Grant Street and DB Lee WRF's (Project No. 33519)

Background

The Biosolids Improvements Project for the DB Lee and Grant Street Water Reclamation Facilities was awarded to L7 Construction, Inc. (L7), by City Council on February 27, 2024. The amount awarded was \$28,247,000. L7 mobilized to the site on October 28, 2024. Change Orders No. 1 and No. 2 were requested by staff to remove and replace a failed clarifier drive mechanism and associated brackets at Grant Street in the amount of \$34,984.28.

During the ongoing submittal process and construction work, L7 requested additional information regarding the blower control panel components required for the proper functioning and controls of the proposed blowers at both facilities. A change order cost proposal was requested from the Contractor to furnish and provide complete installation of three blower control panels with internal components required for the Project. In addition, the proposal includes for the Contractor to provide temporary blower system installations at both WRFs that allow critical construction work to continue and treatment processes to remain operational until the blower control panels are delivered, installed, and operational. The Contractor estimated that the temporary blower system installations prevent an eight-month time extension to the overall Contract.

Scope of Work

The scope of work includes furnishing and installation of three blower control panels with all required components and a temporary blower system at both WRFs in the amount of \$357,783.16. An additional 70 calendar days are needed for ordering additional materials and setting up the temporary systems.

Funding Aspects

Project No. 33519 is not adequately funded. An administrative budget transfer in the amount of \$275,000 from Project No. 30099 (Water & Sewer Unappropriated Budget Savings) is necessary to supplement the project budget. Staff plans to request additional

funding from the State Revolving Fund (SRF) construction loan agreement for reimbursement of Change Order No. 3.

Recommendations

Recommend approval of Change Order No. 3 to the contract with L7 Construction, Inc., of Longwood, FL, for the Biosolids Improvements Grant Street and DB Lee WRF's Project No. 33519 in the amount of **\$357,783.16** with a contract time extension of **70** calendar days.

Copy: Marla Keehn, Management & Budget Officer
Kacie Black, Engineering Contract Mgr.
Clayton McCormack, ISS
Joe Lapan, Supt. Water Reclamation
Kyle Buchanan, Asst. Supt. Water Reclamation
Christi Winn, Utility Engineer
Robin Schaffroth, Utility Budget & Procurement

CITY OF MELBOURNE



900 East Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7300

CHANGE ORDER NO. 3

PROJECT: Biosolids Improvements Grant Street and DB Lee WRF's

PROJECT NO.: 33519

NTP DATE: 09/26/24

TO: L7 Construction, Inc.

You are directed to make the following changes in this Contract:

At City's request, furnish and provide complete installation of three blower control panels with all required internal components and provide temporary blower system installation/power at both WRFs.

The original Contract Sum was.....\$28,247,000.00
Net change by previous Change Orders.....\$34,984.28
The Contract Sum prior to this Change Order was.....\$28,281,984.28
The Contract Sum will be increased by this Change Order.....\$357,783.16
The new Contract Sum including this Change Order will be.....\$28,639,767.44
The Contract Time will be increased by.....70 Days
The Date of Completion as of the date of this Change Order therefore is.....10/31/2026

This modification constitutes compensation in full on behalf of the contractor and its subcontractors and suppliers for all costs and markups directly and indirectly attributable to the changes ordered herein, for all delays related thereto and for performance of the changes within the time stated.

THIS CHANGE ORDER IS ACCEPTABLE TO CONTRACTOR:

Signed Rachel Danos Title Project Manager III Date 07/24/25

RECOMMENDED AND APPROVED, CITY OF MELBOURNE:

Signed R E H Gormel Title Consultant Date 7/24/25

Signed _____ Title City Engineer Date _____

Signed _____ Title City Manager Date _____



July 24th, 2025

RE: Change Order #3- Blower Control Panel- RVSS Option

You have requested a quote for the following scope of work:

- Ã Per RFI #001- This change order is for supplying three blower control panels per the technical specifications provided in the RFI response. Note, the pricing for this change order is strictly for the changes in the blower control panels per the technical specifications from RFI #001.
- Ã Provided requirements from the technical specifications:
 - oÃ Provide a NEMA 4X free standing control panel with sun shields.
 - oÃ Includes main disconnect with circuit breaker, interlocking door handle, combination starters, circuit breakers, 120vac transformer, door mounted overload reset pushbuttons, door mounted run indicating lights, door mounted HOA selector switches, door mounted elapsed time meters, terminals for field connection and power/control for the enclosure cooling fan.
 - oÃ Comes equipped with a PLC control system for controlling the blower system.
 - oÃ Comes with an ethernet fiber optic communication link for interfacing to the plant SCADA system.
 - oÃ The PLC will be configured by CC Controls.
- Ã To perform the work at the Grant Street digesters in a timely manner, temporary power is being provided for the blowers while we wait for the blower control panels to arrive. As agreed to in our teams meeting with the owner and engineer, half the cost of the temporary power is included in this change order.
- Ã For the benefit of minimizing the schedule delays, the cost of setting up temporary blowers at DB Lee digester #2,3,4 is included.
 - oÃ See attached plan showing the temporary blower relocation at digester #2, 3, 4
- Ã See attached proposal from CC Controls for the materials being provided.
- Ã Supplying SMC (Allen-Bradley Smart Motor Controllers).
- Ã CC Controls will provide equipment per specification 17733.
- Ã CC Control will provide submittals per specification sections 17710- Control System Panels, Enclosures, and Panel Components; section 17720- Control System Programmable Logic Controllers; and 17720- Control Systems Network Material and Equipment.
- Ã CC Controls has removed the HMI displays from the proposal.

- Ä CC Controls is providing the blower control panels in lieu of having the blower manufacturer supply them.
- Ä CC Controls has revised the proposal to include network switches and converters of SIGNAMAX.

Approximate schedule of the scope of work:

- Ä Upon change order approval, estimating 10 weeks for submittals.
- Ä Upon submittal approval, estimating 22 weeks for fabrication and delivery for the control panels.
- Ä Pricing is guaranteed through August 31st, 2025.
- Ä Based on the current lead times as of July 22nd, 2025 L7 is requesting a time extension of 70 calendar days for the completion of the work mentioned above. This will move the final completion date from August 22nd, 2026 to October 31st, 2026.

Price Breakdown:

L7 Labor:

- Ä Supervision- 30 hours: \$2,995.84
- Ä Temporary Blower Location, Wooden Platform, Temporary Piping- 120 hours: \$5,545.11
- Ä Project Management Time- 40 hours: \$3,317.95

Equipment:

- Ä 8K Lull for temporary blower location: \$2,001.73
- Ä Fuel for 8K Lull (15% of equipment cost): \$300.26

Materials:

- Ä Pipe Materials- Ferguson Quote: \$22,550.44
- Ä Wooden Platform- Homedepot: \$585.78
- Ä Small Tools & Consumables (5% of labor cost): \$592.94

Subcontractors:

- Ä CC Controls:
 - oÄ Original Proposal (Included in L7 Bid): *\$285,190.00*
 - oÄ Revised Proposal with RVSS Option: *\$501,430.00*
 - oÄ Total Difference (Revised- Original): *\$216,240.00*
- Ä FIE:
 - oÄ Temporary Power at Grant Street: \$23,869.24
 - oÄ Temporary Power at DB Lee: \$34,536.82

GCs:

- Ä Bonds (2%): \$6,913.68
- Ä Insurance (1.5%): \$5,185.26
- Ä Profit (15% for L7 work and 10% for Subcontractors): \$33,148.11

Total: \$357,783.16

L7 Construction, Inc. proposes to provide the labor, equipment, and materials for all of the above scope of work for the lump sum of **\$357,783.16 (Three Hundred Fifty-Seven Thousand Seven Hundred Eighty-Three Dollars and Sixteen Cents).**

Thank you for the opportunity to quote you on this scope of work if you have any questions or concerns please feel free to give me a call to discuss.

Rachel Danos
L7 Construction, Inc.
321-972-9325 office

275 Hunt Park Cove
Longwood, FL 32750
rdanos@L7constructs.com



Melbourne City Council
August 12, 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.10.

Subject:

Consent Agenda

Background/Consideration:

- a. Agreement for Professional Services with CHA Consulting, Inc., Winter Springs, FL for Engineering Services for the Western Force Main and Lift Station Improvements.
- b. Agreements between the City of Melbourne and the School Board of Brevard County for use of City pools by public school swim teams.
- c. **Resolution No. 4363:** A resolution amending the date of the first regular City Council meeting in September from September 10 to September 11, 2025.



Melbourne City Council
August 12, 2025
City Manager's Item Report

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

Subject:

Professional Services Agreement with CHA Consulting, Inc., Winter Springs, FL for Engineering Services for the Western Force Main and Lift Station Improvements.

Background/Consideration:

The City is currently planning, designing and constructing pipelines to increase the capacity of the wastewater infrastructure to accommodate future flows from areas west of I-95 and to provide redundancy for the existing wastewater system. Additional capacity is needed within the next two to five years. Lift Station No. 33, located at Eau Gallie Boulevard and John Rodes Boulevard, is nearing capacity. Additional force mains and a future lift station are proposed to be designed, bid, and constructed.

On June 11, 2024, Council authorized the City Manager to negotiate a professional engineering services agreement for the Western Force Main and Lift Station Improvements with CHA Consulting, Inc. of Winter Springs, Florida. The agreement further details the projects identified and scope of services.

Fiscal/Budget Impact:

Funding is available within the Capital Improvement Project Budgets. Future funding will be identified for specific capital projects with each task order submitted.

Requested Action:

Approval of the Agreement for Professional Services with CHA Consulting, Inc., Winter Springs, FL for the Western Force Main and Lift Station Improvements.

Memorandum

To: Jenni Lamb, City Manager
Thru: James W. Ennis, City Engineer
From: Jennifer Spagnoli, Public Works & Utilities Director
Date: July 28, 2025
Re: Professional Engineering Services Agreement for the Western Force Main and Lift Station Improvements with CHA Consulting, Inc.

On June 11, 2024, Council authorized the City Manager to negotiate a professional engineering services agreement for the Western Force Main and Lift Station Improvements with CHA Consulting, Inc. of Winter Springs, Florida. CHA Consulting, Inc. was the selection committee's top choice to provide professional engineering services associated with the Western Force Main and Lift Station Improvements.

Background

The City is currently planning, designing and constructing pipelines to increase the capacity of the wastewater infrastructure to accommodate future flows from areas west of I-95 and to provide redundancy for the existing wastewater system. Additional capacity is needed within the next two to five years. Lift Station No. 33, located at Eau Gallie Boulevard and John Rodes Boulevard, is nearing capacity. Additional force mains and a future lift station are proposed to be designed, bid, and constructed.

CHA Consulting, Inc. will provide professional services for additional phases of the Western Force Main, a new Western Lift Station and associates pumps, piping and controls, the Upper Croton Road Force Main from Lift Station No. 6 to Sarno Road, the Lift Station 23 Force Main to the Western Force Main, and additional wastewater Force Mains or Gravity Sewer necessary to complete overall improvements. Services to be provided for specific projects will be further defined as task orders to this original contract. Each task order will specify the scope of services, fees, and time for completing the design documents, all of which will be negotiated between staff and the consultants. Currently, task orders equal or greater than \$50,000 are submitted to Council for approval. Those with lesser amounts are approved by the City Manager with the recommendation of the City Engineer and project manager. These limits also track purchasing allowance thresholds for approvals.

Since the total construction cost for the multiple project improvements identified in the RFQ will be over \$7,500,000, the City must follow the Consultant's Competitive Negotiations Act (CCNA) for selection of a design consultant. The process of selecting a design consultant began on March 29, 2024, with a public advertisement requesting qualifications from interested professional firms. The process of consultant selection was conducted in accordance with CCNA (F.S. 287.055) and the City's Purchasing Manual.

The consultant's fees for a specific task order may be either lump sum, not to exceed, or based on hourly rates as negotiated. Hourly rates are provided as an exhibit in this contract. The rates negotiated

with CHA Consulting, Inc. are consistent with professional service rates for engineers and technicians observed in other projects and with the City's other contracts for engineering services.

Scope of Services

The range of services that can be provided were defined in the Request for Qualifications and are also listed on Exhibit A1 of the agreement.

Funding Aspects

Funding is available within the Capital Improvement Project budgets. Future funding will be identified with each task order submitted.

Recommendation

Approval of Professional Engineering Services Agreement with CHA Consulting, Inc., Winter Springs, FL, for Engineering Services for the Western Force Main and Lift Station Improvements.

AGREEMENT FOR PROFESSIONAL SERVICES
Engineering Services for Western Force Main and Lift Station Improvements

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and CHA Consulting, Inc., a New York corporation, whose mailing address is 3 Winners Circle, Albany, NY 12205 hereinafter referred to as the **CONSULTANT**.

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept	CHA
Name: City of Melbourne	Name: CHA Consulting, Inc.
Address: 900 East Strawbridge Ave, Melbourne, FL 32901	Address: 3 Winners Circle, Albany, NY 12205
Email: _____	Email: kmazana@chasolutions.com
P: 321-321-608-7300/F: _____	P: 321-345-1760/F: _____

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

- ☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version _5/15/2024)
 - ☒ Exhibit A1. Statement of Work
 - ☒ Exhibit A2. Standards
 - ☐ Exhibit A3. Additional Provisions for Continuing Contract
 - ☒ Exhibit A4. Negotiated Rates
 - ☒ Exhibit A5. Insurance Requirements
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☒ Exhibit D: Negotiated Procurement
 - ☒ City's Solicitation for Professional Services (# RFQ-32320-0-2024/KB) dated March 29, 2024, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 3, 2024, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
 - ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (# _____) dated _____

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on _____, 20__ (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on 12/31/2034 (the "Expiration Date") and ☒ is not renewable ☐ is renewable for up to _____ additional terms (each term consisting of _____ years), unless otherwise terminated.

CITY:

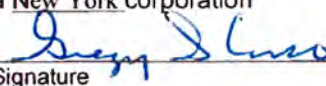
CITY OF MELBOURNE,
a Florida municipal corporation

Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

CHA Consulting, Inc.,
a New York corporation

 7/2/2025
Signature Date

Name: Gregory S. Corso
Title: CEO

City Use Only

CCNA eligibility

- ☐ Defined project (Study > \$35,000 or Project construction costs > \$325,000)
- ☐ Continuing contract (study < \$500,000 and project construction costs < \$7,500,000)

Emergency purchase? ☐ Yes ☐ No

Commencement Date: _____ **

** Note: But effective no earlier than last of the parties to execute

Expiration Date, subject to outstanding work orders: _____

Renewal: ☐ No

☐ Yes: _____ terms (each term consisting of _____ years)

Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT 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. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.
- D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.
- E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.
- F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on the Effective Date, and continue to the Expiration Date, subject to Exhibit A3 as applicable. The Effective Date of this Agreement shall be the date of the last of the parties to sign, unless otherwise stated. If this Agreement is renewable, it shall only be renewed at CITY's sole discretion.

3. RATES AND CHARGES

- A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
- B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT 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 CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
- C. 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 CONSULTANT.
- D. 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.
- E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT 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 CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an

invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

- B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
- 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, *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 Agreement.
- E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
- F. CONSULTANT 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.
- G. 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 Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Agreement, shall not be exclusive. The CITY reserves the right to obtain any Services from another provider when it is in the best interest of CITY, subject to the requirements of §287.055, Fla. Stat.

7. TERMINATION

- A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
- B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement 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 Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, 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 CONSULTANT 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, CONSULTANT 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 Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.
- 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 CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT'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 CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.
- I. There shall be no charges for termination of task orders for Services. Notwithstanding anything to the contrary, CONSULTANT shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONSULTANT's suppliers or subcontractors after CONSULTANT receives the notice, nor for any costs CONSULTANT could reasonably have avoided.
- J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. **FORCE MAJEURE**

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

9. **SCHEDULING AND ORDERS**

- A. CONSULTANT 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 Agreement until such Services are specified in an issued Task Order.
- D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. **DESIGN PROFESSIONAL STANDARDS**

- A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.
- B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.
- C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT'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 CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.
- D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
 - (i) Items will not infringe on intellectual property rights;
 - (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
 - (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. **INDEPENDENT CONTRACTOR**

In performing Services under this Agreement, CONSULTANT 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, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. **SECURITY**

CONSULTANT confirms that employees of CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.
- B. CONSULTANT shall insure CITY's personal property and be liable for loss or damage while in CONSULTANT's possession or control, ordinary wear and tear excepted.

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement 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 CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT 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 CONSULTANT's Services. If an injunction issues as a result of any such claim or action, CONSULTANT agrees at CONSULTANT'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 CONSULTANT or for any Item destroyed and for Services connected therewith.

16. DESIGN PROFESSIONAL INDEMNIFICATION

In relation to this Agreement, CONSULTANT represents that it is a design professional as defined by §725.08, Fla. Stat. CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. The parties agree that 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from the CITY to the CONSULTANT for the CONSULTANT's indemnity agreement.

17. COMPLIANCE WITH LAWS

- A. CONSULTANT 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 Agreement. Lack of knowledge by CONSULTANT 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 CONSULTANT's personnel providing Services to the CITY.
- B. CONSULTANT represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONSULTANT 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, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT'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). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONSULTANT 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 Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

- E. Public Entity Crimes Statement. CONSULTANT 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 submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.
- F. CONSULTANT shall maintain, for the duration of this Agreement, 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, CONSULTANT 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 CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement 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. CONSULTANT must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONSULTANT 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 Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONSULTANT 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. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT 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. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT 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 CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONSULTANT is "acting on behalf of the CITY" CONSULTANT shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONSULTANT 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 this Agreement and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
 - (4) Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the Service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - (ii) The CONSULTANT who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Agreement by CONSULTANT. In the event of such breach, in addition to all other remedies available, CONSULTANT 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 CONSULTANT 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 CONSULTANT.

19. **MERGER, MODIFICATION, WAIVER, AND REMEDIES**

- A. This Agreement contains the entire understanding between the CITY and CONSULTANT 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 CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
 - Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
 - Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
 - Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
 - Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto
- C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- E. If any provision of this Agreement 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 Agreement to fail in any of its essential purposes.
- F. Notwithstanding anything else contained in this Agreement, CITY and CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, 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 Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding of both parties.

21. **ASSIGNMENT; SUBCONTRACTORS**

CONSULTANT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. CITY may cancel this Agreement for cause should CONSULTANT attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by CONSULTANT and CITY and subject to with the same degree of formality evidenced in this Agreement. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor of CONSULTANT. CONSULTANT will be fully responsible to CITY for the acts and omissions of the

CONSULTANT'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 agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

23. **APPLICABLE LAW**

This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Agreement shall be filed in Brevard County, Florida.

24. **HEADINGS**

The headings provided in this Agreement are for convenience

only and shall not be used in interpreting or construing this Agreement.

25. **SURVIVAL**

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional 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 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. **TIME**

Time is of the essence in the performance of this Agreement.

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

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

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EXHIBIT A1

STATEMENT OF SERVICES

CONSULTANT shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Standards of Exhibit A2. The plans, reports and recommendations of the Consultant will be reviewed by the City for conformity with City standards and agreement terms. However, review by the City does not constitute detailed review or checking of design components and related details, or the accuracy with which designs are depicted on the plans.

CONSULTANT shall provide professional engineering services related to the Western Force Main and Lift Station Improvements as more particularly described as follows:

The improvements will consist of, but may not be limited to:

- Western Force Main Phase 3 from Wickham Road to John Rodes Boulevard
- Force Main on John Rodes Boulevard
- Western Lift Station and associated pumps, piping, and controls
- Upper Croton Road Force Main from Lift Station 6 to Sarno Rd
- Lift Station 23 Force Main to the Western Force Main
- Additional Wastewater Force Mains or Gravity Sewer Necessary to Complete Overall Improvements

A map is enclosed which shows the conceptual routes for these improvements. Projects may be included in a phased approach based on available funding in the approved five-year capital improvement project budget. Attached for your reference is a copy of the City's current five-year capital improvement projects (CIP) list.



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EXHIBIT A2

STANDARDS

In addition to those requirements set forth in the Statement of Services attached and incorporated as Exhibit A1 to the Agreement, all Services (and Items incidental thereto) and work provided by the CONSULTANT shall conform to state and federal law, City of Melbourne Code of Ordinances, as well as City standards and other standards set forth below:

City of Melbourne technical specification, details, and appropriate project language.

Modification of Standards. The standards requirements set forth above may be modified to an updated standard at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City Engineer is authorized to modify the standards requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

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EXHIBIT A4

NEGOTIATED RATES

CONSULTANT shall provide all Services (and Items incidental thereto) and work set forth in this Agreement for the cost stated below.

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CONFIDENTIAL
CHA CONSULTING, INC.
2025 RATES

Personnel Classification	Hourly Billing Rates	
	Minimum	Maximum
Principal	\$324.00	\$397.00
Senior Project Manager	\$246.00	\$324.00
Project Manager	\$155.00	\$199.00
Assistant Project Manager	\$97.00	\$145.00
Quality Control Manager	\$277.00	\$340.00
Senior Project Engineer	\$187.00	\$226.00
Project Engineer	\$149.00	\$181.00
Senior Designer	\$145.00	\$160.00
Designer	\$111.00	\$129.00
Senior GIS Analyst	\$110.00	\$133.00
GIS Analyst	\$89.00	\$120.00
Senior GIS Technician	\$100.00	\$117.00
GIS Technician	\$68.00	\$79.00
Senior Database Administrator	\$174.00	\$180.00
Database Administrator	\$116.00	\$156.00
Senior Environmental Scientist	\$265.00	\$291.00
Environmental Scientist I-VI	\$82.00	\$242.00
Senior Field Representative	\$187.00	\$216.00
Field Representative	\$111.00	\$145.00
Senior Administrative Assistant	\$85.00	\$121.00
Administrative Assistant	\$71.00	\$78.00
Senior Cost Estimator	\$195.00	\$225.00
Senior Asset Management Consultant	\$291.00	\$334.00
Asset Management Consultant	\$180.00	\$220.00
Intern	\$80.00	\$96.00



EXHIBIT A5

INSURANCE REQUIREMENTS

A. **Insurance Coverage.** The CONSULTANT shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property or other loss which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the total contract amount and no additional charge shall be added for insurance coverage. Neither the CONSULTANT nor its agents, representatives, employees and subcontractors shall commence work under this contract until all insurance required hereunder is obtained and approved by the CITY.

Required insurance is indicated below (Mark required insurance coverage with an "X")

_____ **Workers Compensation & Employer's Liability Insurance**

The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H 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. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

x _____ **Professional Liability Insurance /Errors and Omissions Insurance**

The Consultant shall maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the Consultant, its agents, servants, employees and subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

The Consultant shall require each subcontractor providing professional services to maintain in force Professional Liability Insurance, which must include coverage for intentional, grossly negligent and negligent acts of the subcontractor, its agents, servants, employees and sub-subcontractors, and for errors and omissions in the performance of the professional services described in this Agreement, having a minimum limit of \$1,000,000 per occurrence. In the event the insurance is claims made insurance, the policy shall include tail coverage extending at least four (4) years after completion of the Agreement term.

x _____ **Business Automobile Liability Insurance.**

The CONSULTANT and each subcontractor shall each 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 CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

x _____ **Commercial General Liability Insurance.**

The CONSULTANT shall maintain in force for the duration of the contracted period Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than \$1,000,000 per occurrence/aggregate and a

deductible amount of not more than \$100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

The CONSULTANT shall require each of its subcontractor to procure and maintain during the life of any subcontract Subcontractor's Public Liability and Property Damage Insurance coverage in amounts satisfactory to the CONSULTANT for the CONSULTANT's own protection.

_____ Other insurance: _____

B. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the City and are subject to the acceptance and approval of the CITY, in its sole discretion.

C. **Primary Insurance.** The insurance coverage required hereunder shall be primary insurance as respects the CITY. Any insurance or self-insurance maintained by the CITY shall be in excess of the CONSULTANT's insurance and shall not contribute with it. Nothing in this Agreement shall be read to waive sovereign immunity of the CITY.

D. **Notice of Termination; Acceptability of Insurers; Verification of Coverage.** Each insurance policy required hereunder shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. All insurers shall be authorized to do business in Florida and shall have an A.M. Best rating of A (or better), Class VII (or higher) or otherwise be acceptable to the City if not rated by A.M. Best or if work is being performed in another state. The CONSULTANT shall file with the City Engineer and shall keep in full force and effect at all times during the term of this Agreement a certificate of insurance and original endorsements effecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf naming the CITY as an additional insured including a waiver of subrogation specification evidencing general liability, auto liability and worker's compensation coverage. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. **Modification of Insurance Requirements.** The insurance requirements set forth in this Agreement may be increased, reduced or waived at the City's sole option with an appropriate adjustment to the fee paid to the CONSULTANT. The City's Director of Human Resources who is responsible for the City's risk management program, is authorized to modify the insurance requirements in the director's professional judgment based upon the specific nature of goods or services to be provided under the contract, provided the modification is set forth in writing and executed by said director.

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Professional Services.** This Agreement is awarded pursuant to the Consultants' Competitive Negotiation Act (§287.055, F.S.) to include the following professional services (mark all that apply):

☒ Engineering
☒ Architect
☒ Landscape Architect
☒ Land Surveyor

2. **Negotiated Procurement. (Mark applicable provision.)**

- ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.
- ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed \$7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed \$500,000.00.
- ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____ [explain exemption]

3. **Performance Bonds.**

No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

- A. Notice to the City regarding terms and conditions of the Agreement and changes in address/addressee shall be directed to the City Contact as identified on the cover page of this Agreement. Notice and communication with the City regarding the Services shall be directed to the City Engineering Department Contact as identified on the cover page of this Agreement. Inquiries regarding payment to CITY shall be directed to City of Melbourne, City Engineering Department, Attn: Kacie Black, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the CONSULTANT shall be directed to the CONSULTANT Contact as identified on the cover page of this Agreement.
- C. Notice of default or notice of termination of this Agreement 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

City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to CONSULTANT:

CHA

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.

5. Other Provisions

A. Paragraph 7.B. of Exhibit A of this Agreement is hereby modified as follows:

7.B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the material terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.

B. Paragraph 7.J. of Exhibit A of this Agreement is hereby modified as follows:

7.J. Notwithstanding anything else in this Agreement, to the extent delay in CONSULTANT's performance is caused by the CONSULTANT or its subconsultants, employees or agents, failure to meet the performance date(s) in this Agreement shall may be considered by CITY, in its sole discretion, a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

C. Paragraph 8 of Exhibit A of this Agreement is hereby modified as follows:

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include, acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities, or failure of governmental authorities to timely render decisions on permits or approvals. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

D. Paragraph 14 of Exhibit A of this Agreement is hereby modified as follows:

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement 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 CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement. Notwithstanding anything herein to the contrary, CONSULTANT shall retain its rights to use all its previously created standard design elements included within its Instruments of Services, including its standard details, standard specifications, and other standard design documents generated and authorized by CONSULTANT for its repeated and regular use in other instruments of service for clients, provided however, that CONSULTANT grants and transfers an irrevocable, transferable, perpetual and royalty-free license to CITY to use, reuse, and create derivative works of such standard design elements, for which CONSULTANT acknowledges that CITY has provided consideration by the terms of this Agreement.

E. Paragraph 19.F. of Exhibit A of this Agreement is hereby modified as follows:

19.F. Notwithstanding anything else contained in this Agreement, CITY and

CONSULTANT specifically agree that failure to perform certain obligations undertaken in connection with this Agreement ~~would~~ may cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONSULTANT's failure to complete performance of the Services called for in this Agreement or on any project ordered under this Agreement, 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.

F. Paragraph 20 of Exhibit A of this Agreement is hereby modified as follows:

20. DISPUTES

In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne, subject to exercising reasonable discretion based on review of available evidence, shall be final and binding ~~of~~ on both parties.

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INTENTIONALLY LEFT BLANK**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy MA 02169	CONTACT NAME:	PHONE (A/C, No, Ext): 617-328-6555	FAX (A/C, No): 617-328-6555
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Phoenix Insurance Company A++, XV		25623
	INSURER B : Travelers Indemnity Company, A++, XV		25658
	INSURER C : Berkshire Hathaway Specialty Insurance Company		22276
	INSURER D : Travelers Indemnity Co. of America A++, XV		25666
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 1786003136**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	630-7E170386	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	810-4S407410	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000 ☐ CLAIMS MADE			CUP-4S539836	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	UB-4S429322	8/1/2024	8/1/2025	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Professional Liability & Pollution			47-EPP-308429-06	8/1/2024	8/1/2025	Per Claim Limit \$6,000,000 Aggregate Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All coverages are in accordance with the policy terms and conditions. If AI box is checked, GL Endorsement Form #CGD604, Auto AI #CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions. City of Melbourne (FL) shall be included as additional insured with respects to General and Auto Liability where required by written contract. General and Auto Liability are Primary and Non-contributory as required per written contract. A Waiver of Subrogation and 30-Day Notice of Cancellation is provided in accordance with the policy terms and conditions. The workers' comp policy includes USL&H coverage on a blanket basis when required in a written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Melbourne (FL) 900 East Strawbridge Ave. Melbourne FL 32901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice: ____ 30 ____

WHEN WE DO NOT RENEW (Nonrenewal): Number of Days Notice: ____ 30 ____

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

- A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.
8. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph c. in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph B.5., **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

possible of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

L. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

M. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30

NONRENEWAL: Number of Days Notice of Nonrenewal: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured - Owners, Lessees or Contractors - (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

- (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III - Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:
 - (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
 - (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV - Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| A. Non-Owned Watercraft- 75 Feet Long Or Less | H. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises |
| B. Who Is An Insured - Unnamed Subsidiaries | I. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations |
| C. Who Is An Insured - Retired Partners, Members, Directors And Employees | J. Incidental Medical Malpractice |
| D. Who Is An Insured - Employees And Volunteer Workers - Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees | K. Medical Payments- Increased Limit |
| E. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies | L. Amendment Of Excess Insurance Condition - Professional Liability |
| F. Blanket Additional Insured - Controlling Interest | M. Blanket Waiver Of Subrogation - When Required By Written Contract Or Agreement |
| G. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers | N. Contractual Liability - Railroads |

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2 of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- 3. The following replaces the last sentence of Paragraph 5. of **SECTION III - LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

- 4. The following exclusion is added to Paragraph 2., **Exclusions, of SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

- 5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

- 6. The following is added to Paragraph 4.b., **Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2a.(1) of Section II - Who Is An Insured.

K. MEDICAL PAYMENTS- INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION - PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

**NOTICE OF CANCELLATION OR NONRENEWAL
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS**:

Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice:
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF,	30

1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING ~~THE NAME AND ADDRESS~~ OF SUCH PERSON OR ORGANIZATION, AFTER ~~THE FIRST NAMED~~ INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; ~~AND~~2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF ~~THE~~ APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS, THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No. UB-45429322

Endorsement No.
Premium\$

Insurance Company

Countersigned by u/w

ST ASSIGN:

Page 1 of 1

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POLICY NUMBER: **UB-4S429322**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

ST ASSIGN:

PAGE 1 OF 1



Melbourne City Council
August 12, 2025
City Manager's Item Report

Department:	Parks & Recreation
Presenter:	Nikki Caldwell
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.10.b.

Subject:

Agreements between the City of Melbourne and the School Board of Brevard County for swimming pool use.

Background/Consideration:

Several schools in Melbourne and the surrounding areas have utilized City of Melbourne pools for swim team practices and competitions. An agreement with Brevard County Public Schools is required for rental of the pools by each school due to indemnification requirements. The City has previously entered into agreements with Eau Gallie High School, Melbourne High School, Viera High School, West Shore Junior/Senior High School and Palm Bay High School. The schools have been utilizing the pools for the last 15 years and have provided safe and fun swimming opportunities for their teams. The schools wish to continue the use of the pools.

Other swim teams, such as private schools or private teams, will also be able to reserve the use of City pools through execution of the standardized Swimming Pool Use Agreement already in place through the Parks and Recreation Department.

Fiscal/Budget Impact:

Teams are charged \$24 per hour for schools from August through October and \$36 per hour during the month of November.

Requested Action:

Approval of Swimming Pool Use Agreements between the City of Melbourne and the School Board of Brevard County and authorization for the City Manager to execute such agreements.



City of Melbourne
SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the 21 day of April, 2025, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (Eau Gallie High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 4 thru November 9, 2025. (LENGTH OF TIME) for purposes of Eau Gallie High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 4 – October 31, 2025 and \$36.00 Per Hour for November 1 – 9, 2025 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions;

1. Said Agreement shall be for a period of three (3) months from August 4, 2025 up to and including November 9, 2025.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month.* Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statute 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.

13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 4-October 31 and \$36 per hour November 1 - 9)
17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.

Scheduled periods of use: The “User” will schedule times and the “User” will supply a copy of the schedule to the Recreation Superintendent, subject to the approval of the Recreation Superintendent. Any changes to the schedule, after supplied, must be approved, in advance, by the Recreation Superintendent.

NOTICE OF VIOLATION

If, in the opinion of the City or the duly authorized representative therefore, the USER is in violation of any terms and provisions of this Agreement, written notice therefor shall be provided to the USER. Failure to correct said violation within the time specified in said notice of the violation shall result in the immediate termination of this Agreement without further notice to User.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed by their duly authorized officers and agents the day and year first written above.

USER:

CITY OF MELBOURNE, FLORIDA

**The School Board of
Brevard County, Florida
(Eau Gallie High School)**

By: Barton.Keith@Eau Gallie High
 Eau Gallie High
Name: Keith Barton
Title: Prinicpal of Eau Gallie High School
Address: 1400 Commodore Blvd, Melbourne FL 32935
Phone: 321-242-6400

USER'S REPRESENTATIVE

Jenni Lamb
City Manager
900 E. Strawbridge Ave. Melbourne, Fl 32901
(321)608-7405

CITY'S REPRESENTATIVE



City of Melbourne
SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the 21 day of April, 2025, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (Melbourne High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 4 thru November 9, 2025. (LENGTH OF TIME) for purposes of Melbourne High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 4 – October 31, 2025 and \$36.00 Per Hour for November 1 – 9, 2025 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions;

1. Said Agreement shall be for a period of three (3) months from August 4, 2025 up to and including November 9, 2025.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month.* Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statue 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.

13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 4-October 31 and \$36 per hour November 1 - 9)
17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.

Scheduled periods of use: **The “User” will schedule times and the “User” will supply a copy of the schedule to the Recreation Superintendent, subject to the approval of the Recreation Superintendent. Any changes to the schedule, after supplied, must be approved, in advance, by the Recreation Superintendent.**

NOTICE OF VIOLATION

If, in the opinion of the City or the duly authorized representative therefore, the USER is in violation of any terms and provisions of this Agreement, written notice therefor shall be provided to the USER. Failure to correct said violation within the time specified in said notice of the violation shall result in the immediate termination of this Agreement without further notice to User.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed by their duly authorized officers and agents the day and year first written above.

USER:	CITY OF MELBOURNE, FLORIDA
The School Board of	
Brevard County, Florida	
(Melbourne High School)	
By: James C. Kirk, Ed.D.	
Digitally signed by James C. Kirk, Ed.D. Date: 2025.07.16 12:01:10 -04'00'	
Name: <u>James Kirk</u>	<u>Jenni Lamb</u>
Title: <u>Principal of Melbourne High School</u>	<u>City Manager</u>
Address: <u>74 Bulldog Blvd, Melbourne, FL 32901</u>	<u>900 E. Strawbridge Ave. Melbourne, FL 32901</u>
Phone: <u>321-952-5880</u>	<u>(321)608-7405</u>
USER'S REPRESENTATIVE	CITY'S REPRESENTATIVE



City of Melbourne SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the 21 day of April, 2025, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (Viera High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 4 thru November 9, 2025. (LENGTH OF TIME) for purposes of Viera High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 4 – October 31, 2025 and \$36.00 Per Hour for November 1 – 9, 2025 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions;

1. Said Agreement shall be for a period of three (3) months from August 4, 2025 up to and including November 9, 2025.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month. Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.*
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statue 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.

13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 4-October 31 and \$36 per hour November 1 - 9)
17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.

Scheduled periods of use: **The “User” will schedule times and the “User” will supply a copy of the schedule to the Recreation Superintendent, subject to the approval of the Recreation Superintendent. Any changes to the schedule, after supplied, must be approved, in advance, by the Recreation Superintendent.**

NOTICE OF VIOLATION

If, in the opinion of the City or the duly authorized representative therefore, the USER is in violation of any terms and provisions of this Agreement, written notice therefor shall be provided to the USER. Failure to correct said violation within the time specified in said notice of the violation shall result in the immediate termination of this Agreement without further notice to User.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed by their duly authorized officers and agents the day and year first written above.

USER:

CITY OF MELBOURNE, FLORIDA

**The School Board of
Brevard County, Florida
(Viera High School)**

By: Heather LeGate Digitally signed by Heather LeGate
Date: 2025.07.21 06:36:32 -04'00'
Name: Heather LeGate
Title: Principal of Viera High School
Address: 6103 Stadium Pkwy, Melbourne, FL 32940
Phone: 321-632-1770

USER'S REPRESENTATIVE

Jenni Lamb
City Manager
900 E. Strawbridge Ave. Melbourne, FL 32901
(321)608-7405

CITY'S REPRESENTATIVE



City of Melbourne SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the 21 day of April, 2025, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (West Shore Jr/Sr High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 5 thru November 10, 2024. (LENGTH OF TIME) for purposes of West Shore High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 4 – October 31, 2025 and \$36.00 Per Hour for November 1 – 9, 2025 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions;

1. Said Agreement shall be for a period of three (3) months from August 4, 2025 up to and including November 9, 2025.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month. Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.*
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statue 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.

13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 4-October 31 and \$36 per hour November 1 - 9)
17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.

Scheduled periods of use: **The “User” will schedule times and the “User” will supply a copy of the schedule to the Recreation Superintendent, subject to the approval of the Recreation Superintendent. Any changes to the schedule, after supplied, must be approved, in advance, by the Recreation Superintendent.**

NOTICE OF VIOLATION

If, in the opinion of the City or the duly authorized representative therefore, the USER is in violation of any terms and provisions of this Agreement, written notice therefor shall be provided to the USER. Failure to correct said violation within the time specified in said notice of the violation shall result in the immediate termination of this Agreement without further notice to User.

IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed by their duly authorized officers and agents the day and year first written above.

USER:

CITY OF MELBOURNE, FLORIDA

**The School Board of
Brevard County, Florida
(West Shore Jr/Sr High School)**

By: Clark.Buster@West Shore Jr Sr High Digitally signed by
Clark.Buster@West Shore Jr Sr
High
Date: 2025.07.15 14:03:41 -04'00'

Name: Burt Clark Jr.

Title: Principal of West Shore Jr/Sr High School

Address: 250 Wildcat Alley, Melbourne, FL 32935

Phone: 321-242-4730

USER'S REPRESENTATIVE

Jenni Lamb
City Manager
900 E. Strawbridge Ave. Melbourne, FL 32901
(321)608-7405

CITY'S REPRESENTATIVE



City of Melbourne
SWIMMING POOL USE AGREEMENT

THIS AGREEMENT, dated the 21 day of April, 2025, by and between THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, hereinafter called the CITY, and **The School Board of Brevard County Florida (Palm Bay Magnet High School)**, hereinafter called the USER, for use of the CITY swimming pools located at

Sherwood Pool 2479 Post Road Melbourne, FL 32935 (POOL)

Fee Pool 114 E. Fee Ave. Melbourne, FL 32901 (POOL)

Eddie Lee Taylor, Sr. 3400 Monroe St. Melbourne, FL 32901 (POOL)

WHEREAS, User desires to use the aforementioned swimming pool for a period of agreed upon days/times with school swim team coach and Recreation Manager at any of the City's 3 Pools. From August 4 thru November 9, 2025. (LENGTH OF TIME) for purposes of Palm Bay High School swim team activities; and

WHEREAS, the CITY finds and determines that said additional use will not interfere with the CITY'S program and is in the best interest of the community.

NOW THEREFORE, for and in consideration of \$24.00 Per Hour for August 4 – October 31, 2025 and \$36.00 Per Hour for November 1 – 9, 2025 plus the mutual covenant hereinafter set forth between the parties hereto, the CITY does hereby grant an exclusive use of said pool to the USER for available time for use of the aforementioned swimming pool upon the following terms and conditions:

1. Said Agreement shall be for a period of three (3) months from August 4, 2025 up to and including November 9, 2025.
2. *USER shall pay the monthly payments to the City of Melbourne, Florida within the first ten (10) working days (Monday ~ Friday) of each month. Checks drawn by the USER for the above payment shall be payable to the City of Melbourne. Along with the above payment the USER will supply, each month, to the City, a list of swim team members and the City in which they reside.*
3. USER hereby agrees to use the swimming pool for normal swim team activities consistent with the CITY policy and all applicable rules, and regulations. USER acknowledges receipt and acceptance of such CITY policy, rules and regulations.
4. User and City acknowledge that each entity is an agency or subdivision of the state of Florida. To the extent permitted in Florida Statue 768.28 (19), USER shall

indemnify, defend, and hold harmless and free from liability, the CITY, its officers, agents or employees while acting as such from all damages, costs, and expenses, including attorney's fees, which any of them may become obligated to pay by reason of the use of said swimming pool except to the extent caused by the sole negligence of the CITY. Nothing herein is intended to waive the rights, privileges, and immunities, or the sovereign immunity of the USER or the CITY except to the extent waived by §768.28, Florida Statutes.

5. User agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. User will make no use of the Facility or conduct any activity that will unreasonably interfere or detract from the general public's enjoyment of the recreational facilities. User agrees that its use of the Facility will comply with all applicable federal, state, and local laws and regulations. No swim lessons will be conducted on site and there will be no use of the Facility for open swim, the only use will be of the lap lane areas. There will be no use of the slide at any pool.
6. The USER agrees to leaving the facility and the area adjacent thereto clean, orderly and free and clear of any clothing, obstruction, rubbish, or litter. The USER will be responsible for any and all property damage that occurs because of the actions of the user or agents. The USER agrees that they will not enter the pump room at any time or add any chemicals to any pool.
7. USER shall provide certified supervision and safety personnel during the contracted times. The pool and teams must be supervised by a certified lifeguard and/or coach at all times in accordance with your state/national governing agency. All certifications must be on file with the Recreation Department before use period begins.
8. That this Use Agreement shall not be assigned, transferred, or delegated without the written permission of the CITY.
9. City owned equipment may not be removed from the Facility without permission. City water may not be run into the swimming pool for any reason. User agrees that the City of Melbourne is not responsible for any items of the User or its guests, workers, invitees, or volunteers that are damaged, lost, or stolen at the Facility.
10. The CITY shall have the right to terminate this Agreement at any time with at least thirty (30) days prior notice of its intention to terminate.
11. The CITY reserves the right to allow other USERS use of the pool for available swimming time that shall not be in conflict with any previously established swimming schedule.
12. USER agrees to furnish the CITY a schedule of use, which shall be coordinated and integrated with the CITY swimming programs and all other users of said pool, and that said schedule should become a part of this Agreement. The USER will also

provide a monthly list of all practices held on site with the number of attendees each day by the 2nd day of the following month. All practice cancellations must be given, at minimum, 24 hours in advance or you will be charged for that day.

13. USER shall keep ALL "STORAGE" areas clean, and in safe condition. There will be no storage of ANY item at any pool without the written permission of the City of Melbourne Recreation Manager or Recreation Superintendent.
14. User shall at the end of each usage of said swimming pool leave the swimming pool and surrounding vicinity in as good a condition as it was received, reasonable wear and tear excepted. Staff must wait for all swimmers to be picked up before leaving the Facility. All doors and padlocks must be locked.
15. The CITY has designated the RECREATION SUPERINTENDENT, RECREATION SUPERVISOR in charge of AQUATICS as the POOL MANAGER for the purpose of coordinating with the USER the following salient points of the Use Agreement:
 - a. Coordinate and integrate all USER'S schedules with CITY'S swimming program and other bona fide users of said swimming pool.
 - b. Coordinate CITY'S activities, which shall take priority over all USER'S special events such as swim meets, pool parties, etc. Provide the USER, within a reasonable time, the coordinated schedule as developed and all changes to said schedule as may be required from time to time.
16. The RECREATION SUPERINTENDENT shall verify charges to USER. (\$24 per hour August 4-October 31 and \$36 per hour November 1 - 9)
17. The user will furnish a set of keys to all locks, used at the facility, by the user. A \$50 per key refundable deposit is expected at time of key pickup; payable by personal check or business check. Keys will be checked out at the designated office during the two (2) business days before the Use Date, and will be returned within the two (2) business days after the Use period. The deposit will be returned when the key(s) are returned otherwise the key deposit will be deposited. Keys can only be used by person that signed out the key with the Recreation Department.
18. If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict- therewith and shall be deemed to be modified to conform with such statute or rule of law.

Scheduled periods of use: The "User" will schedule times and the "User" will supply a copy of the schedule to the Recreation Superintendent, subject to the approval of the Recreation Superintendent. Any changes to the schedule, after supplied, must be approved, in advance, by the Recreation Superintendent.

NOTICE OF VIOLATION

If, in the opinion of the City or the duly authorized representative therefore, the USER is in violation of any terms and provisions of this Agreement, written notice therefor shall be provided to the USER. Failure to correct said violation within the time specified in said notice of the violation shall result in the immediate termination of this Agreement without further notice to User.

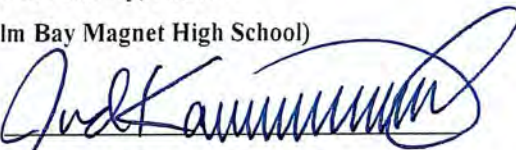
IN WITNESS WHEREOF, the parties hereto have caused this Use Agreement to be executed by their duly authorized officers and agents the day and year first written above.

USER:

CITY OF MELBOURNE, FLORIDA

The School Board of
Brevard County, Florida
(Palm Bay Magnet High School)

By:



Name: Jud Kaminski

Title: Principal of Palm Bay Magnet High School

Address: 101 Pirate Ln. Melbourne, FL 32901

Phone: 321-952-5900

USER'S REPRESENTATIVE

Jenni Lamb

City Manager

900 E. Strawbridge Ave. Melbourne, FL 32901

(321)608-7405

CITY'S REPRESENTATIVE



**Melbourne City Council
August 12, 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.10.c.

Subject:

Amending the date of the rescheduled first regular City Council meeting in September.

Background/Consideration:

On July 8, 2025, City Council adopted Resolution No. 4359 which amended the schedule of the September regular City Council meetings, including rescheduling the first regular meeting from September 9 to September 10, 2025 to accommodate the budget public hearing meeting schedule.

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 approved date of September 10, 2025 now conflicts with a budget public hearing that has been rescheduled by Brevard County.

Therefore, the first regular City Council meeting in September needs to be amended again by changing the meeting date from September 10 to September 11, 2025.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Resolution No. 4363.

RESOLUTION NO. 4363

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE DATE OF THE RESCHEDULED FIRST REGULAR CITY COUNCIL MEETING IN SEPTEMBER 2025; CHANGING THE REGULAR MEETING DATE TO FROM SEPTEMBER 10 TO SEPTEMBER 11, 2025; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on July 8, 2025, City Council adopted Resolution No. 4359 which amended the schedule of the September regular City Council meetings, including rescheduling the first regular meeting from September 9 to September 10, 2025 to accommodate the budget public hearing meeting schedule; 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 approved date of September 10, 2025 now conflicts with a budget public hearing that has been rescheduled by Brevard County; and

WHEREAS, the first regular City Council meeting in September needs to be amended again by changing the meeting date from September 10 to September 11, 2025.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the September 10, 2025 regular City Council meeting is hereby rescheduled to September 11, 2025, immediately following the conclusion of the budget public hearing.

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

SECTION 3. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4363



Melbourne City Council
August 12, 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:

Items Removed From The Consent Agenda

Background/Consideration:



Melbourne City Council
August 12, 2025
City Manager's Item Report

Department:	City Attorney's Office
Presenter:	Adam Conley
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.

Subject:

Ordinance relating to Melbourne Airport Authority ability to acquire and dispose of property, subject to City Council approval.

Background/Consideration:

The Melbourne Airport Authority ("MAA") is established by Section 3.25 of the City Charter, which incorporates Ordinance No. 67-7 as to the authority and duties of the MAA, together with language found in Chapter 12, Article V, City Code.

Rather than provide geographical boundaries of the MAA, Ordinance No. 67-7 simply provided that the MAA had jurisdiction over the airport. The original airport deed was granted to the City of Melbourne in 1947 as a conveyance of the former Naval Air Station from the federal government. Over the years, properties were added to the "airport" and, at times, portions were sold. As of July 2025, all real property restricted to airport purposes is titled in the name of the City of Melbourne but, as of 1967, is managed and controlled by the MAA. Boundaries of the airport are determined based upon historical review of deeds and Council agenda items. In 2002, at the direction of City Council, then City Attorney Paul Gougelman presented a comprehensive history of deeds affecting the boundaries of the airport. See Memorandum dated June 24, 2002 from City Attorney to Mayor and City Council regarding Airport Boundaries. The geographical boundaries have not been formalized. Generally speaking, properties dedicated to airport purposes, subject to Federal Aviation Administration (FAA) restrictions, are presumed to be within the jurisdiction of the MAA and properties no longer dedicated to airport purposes are presumed to be removed from the jurisdiction of the MAA.

The proposed ordinance amends Chapter 12 of City Code to grant MAA the authority to acquire and dispose of property subject to City approval, and to hold title to property in the name of the airport authority. This structure better reflects the fact that the City's review is not evaluating the need to acquire or dispose of property from the perspective of the airport. However, the City does have a role regarding such property acquisitions and dispositions, as certain interests of the City must be protected. For example, historically, the City did not obtain utility easements on airport-managed property because, in theory, as the property owners, the City had access rights already. As a practical matter, of course, leases and FAA restrictions limit those access rights. The proposed ordinance will require those easements to be established as property is disposed. Airport-managed properties that will be listed for sale could be readied even before a contract with the buyer is executed, allowing for more efficient review and closing. The proposed ordinance also has the added



benefit of documenting more clearly the jurisdictional boundaries of the MAA, one step closer to finalizing the boundary survey project that City Council began in 2002 with the help of the MAA.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2025-38.

ORDINANCE NO. 2025-38

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, EXPANDING THE AUTHORITY OF THE CITY OF MELBOURNE AIRPORT AUTHORITY; MAKING FINDINGS; AMENDING CHAPTER 12 OF THE CITY CODE, ENTITLED "AVIATION;" AMENDING SECTION 12-142, AUTHORITY AND DUTIES; CREATING SECTION 12-148, ACQUISITION OF REAL PROPERTY; CREATING SECTION 12-149, DISPOSITION OF REAL PROPERTY; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, City Charter Sec. 3.25 adopts Ordinance No. 67-7 thereby creating the City of Melbourne Airport Authority; and

WHEREAS, Ordinance No. 67-7 constitutes and declares the airport authority to be a body corporate and grants to the airport authority, the jurisdiction, control, supervision and management over the airport; and

WHEREAS, Ordinance No. 67-7 recognizes the functions of the airport authority to manage airport operations, lease certain real property subject to airport-related restriction and work for and promote the industrial development of the airport; and

WHEREAS, Ordinance No. 67-7 does not provide for a metes and bounds description of the jurisdiction of the airport authority, and the real property within the jurisdiction of the airport authority is titled in the name of "City of Melbourne" but the boundaries of the jurisdiction of the airport authority are generally determined based upon historic review of deeds and council agenda items; and

WHEREAS, from time to time, the airport authority determines that additional lands would benefit airport operations, leasing and/or the development of the airport; and

WHEREAS, the city agrees to grant the authority to acquire real property titled in the name of "City of Melbourne Airport Authority" provided that city council agrees to expand the jurisdiction of the airport authority to include said real property; and

WHEREAS, from time to time, the airport authority determines that certain properties subject to airport-related restrictions would better serve the airport by sale of such properties; and

WHEREAS, upon such sale of property subject to federal restrictions of the FAA, the proceeds are restricted to use for airport purposes; and

WHEREAS, the city agrees to grant the authority to dispose of real property titled in the name of "City of Melbourne Airport Authority" provided that the property is removed from the jurisdiction of the airport authority and existing interests of the City of Melbourne are preserved; and

WHEREAS, this ordinance is intended to be interpreted and applied to allow for conveyance of title from "City of Melbourne" to "City of Melbourne Airport Authority", subject to Sec. 12-148(1) as an acquisition by the airport authority and subject to Sec. 12-149(2) as a disposition by the city.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Chapter 12, Article V, Section 12-142 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

CHAPTER 12. AVIATION

* * * *

ARTICLE V. AIRPORT AUTHORITY

* * * *

Sec. 12-142. Authority and duties.

(a) The airport authority is hereby granted authority to sue and be sued, contract and be contracted with, have an official seal, and the authority is hereby constituted and declared to be a body corporate. The airport authority shall have jurisdiction, control, supervision and management over the Melbourne Orlando International Airport, subject to reservations hereinafter set forth, including the power to rent or lease portions of the airport, including the buildings and hangars thereon, the granting of concessions upon such terms and conditions as to it shall seem proper, employment of necessary personnel, including a director of aviation.

(b) The authority herein granted to the airport authority shall include, but not necessarily be limited to, the following functions:

- (1) To take charge of and manage for the city all airport flight operations at the international airport.
- (2) To negotiate for the city the leasing of the property and facilities of the international airport.
- (3) To work for and promote the industrial development of the international airport.
- (4) To acquire real property for airport purposes in accordance with sec. 12-148.
- (5) To dispose of real property under the management of the airport authority in accordance with sec. 12-149.

* * * *

SECTION 2. That the City Code of Melbourne, Florida, is hereby amended by adding new sections to be numbered sections 12-148 and 12-149, which said sections shall read as follows:

Sec. 12-148. Acquisition of real property.

(a) Real property may be acquired in the name of "City of Melbourne Airport Authority" provided that the following requirements are met:

- (1) The real property is subject to federal restrictions that the property be used either as aviation property or for the benefit of the airport;
- (2) City council is provided a digital version of a boundary survey of the real property, including total acreage and legal description, signed and sealed by a state registered land surveyor;
- (3) By resolution, city council approves the acquisition of the real property and approves the expansion of the jurisdiction of the "City of Melbourne Airport Authority" to the real property being acquired; and
- (4) The terms of the conveyance must conform to the requirements of applicable local, state and federal laws.

(b) The airport authority is not authorized to acquire real property in the name of "City of Melbourne" absent the consent and agreement of the city council. Real property to be acquired for airport purposes in the name of "City of Melbourne" are subject to sec. 2-633 of this Code and the requirements of subsection (1) above.

Sec. 12-149. Disposition of real property.

(a) The airport authority may dispose of real property titled in the name of "City of Melbourne Airport Authority" provided that the following requirements are met:

(1) City council is provided a digital version of a boundary survey of the real property, including total acreage and legal description, signed and sealed by a state registered land surveyor.

(2) By resolution, city council approves the contraction of the jurisdiction of the "City of Melbourne Airport Authority" to remove the real property being disposed.

(3) The conveyance protects existing interests of the city as follows:

a. Public rights-of-way must be mapped and recorded in the public records of the county;

b. If the real property is serviced by city utilities (water, sewer and/or reclaimed water), appropriate utility easements in favor of the city must be provided to the city, subject to acceptance by the city;

c. If known city infrastructure is located on the property, appropriate easements in favor of the city must be provided to the city, subject to acceptance by the city;

d. If the property is developed, the new owner must execute a stormwater maintenance agreement, substantially in the form approved by the city attorney specifying the location, function, ownership, maintenance responsibility and access responsibilities for the stormwater management system consistent with chapter 50 of this Code, which agreement shall be recorded in the public records of the county concurrently with the deed of conveyance;

e. If the property is developed to include a private fire protection system, the new owner must execute a fire protection system agreement, substantially in a form approved by the city attorney specifying the location, function, ownership, maintenance responsibility and access responsibilities for the fire protection system consistent with provisions of the NFPA 24 and NFPA 25 standards, city water regulations and state permits, which agreement shall be recorded in the public records of the county concurrently with the deed of conveyance; and

f. Legal instruments to protect other existing interests as identified by the city.

(4) The conveyance is approved by resolution adopted by the city council. For a conveyance reflecting an estimated fair market value of the property in excess of \$100,000.00, the resolution must be adopted at a public hearing proceeded by notice, which notice shall consist of an advertisement in a daily newspaper of general circulation in the city and posting a copy of the advertisement upon the subject property and at city hall, all notice to be provided at least ten days prior to

the public hearing. The conveyance of the property may not be divided for the purpose of evading the public hearing.

(5) The terms of the conveyance must conform to the requirements of applicable local, state and federal laws.

(b) The airport authority is not authorized to dispose of real property titled in the name of "City of Melbourne" absent the consent and agreement of the city council. Disposition of real property encumbered by airport-related restrictions and titled in the name of "City of Melbourne" is subject to sec. 2-645 of this Code and the requirements of subsection (1) above.

* * * *

SECTION 3. Severability/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 4. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

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]

Ordinance No. 2025-38

Business Impact Estimate

To: Mayor and Council
From: Adam Conley, City Attorney
Date: August 12, 2025
Re: Ordinance re: Expansion of Airport Authority to Acquire and Dispose of Property

Summary of the Proposed Ordinance

A proposed ordinance amending Chapter 12, Article V of City Code to authorize the City of Melbourne Airport Authority to acquire and dispose of property in its own name, subject to City Council approval and certain other conditions, is being considered by the City Council of the City of Melbourne. 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 only directly impacts the authority and activities of the Melbourne Airport Authority, and does not directly impact private, for-profit businesses within the City of Melbourne. There are no direct compliance costs that businesses may reasonably incur if the ordinance is enacted. There are no new charges or fees on businesses for which businesses will be financially responsible pursuant to this proposed ordinance. There are no new charges or fees that will be imposed on businesses within the proposed ordinance.

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

None.



Melbourne City Council
August 12, 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.13.

Subject:

Law Enforcement Trust Fund appropriation for drug and crime prevention expenses.

Background/Consideration:

The Law Enforcement Trust Fund (LETF) may be used to support drug treatment, drug abuse education and prevention, crime prevention, safe neighborhood or school resource officer programs. Law enforcement agencies have the discretion to determine which program or programs will receive the designated proceeds.

2025 National Night Out will take place on Tuesday, October 7, from 5 p.m. to 8 p.m. The Police Department posted a notice on the City's website seeking letters of interest from community organizations requesting LETF donations to support this year's National Night Out initiatives. The department received three eligible requests from the Powell Subdivision Neighborhood Watch, Club Esteem and St John Mission Baptist Church. A review of the requests was conducted, and the organizations have been deemed to serve a public purpose and comply with Florida Statute 932.7055 (f)(c)(3). The Chief of Police is proposing to disburse \$3,500 to the Powell Subdivision Neighborhood Watch, who has projected 450 participants, \$1,000 to Club Esteem, who has projected 85 participants, and \$2,500 to St. John Missionary Baptist Church, who projected 115 participants, totaling \$7,000.

Fiscal/Budget Impact:

A budget resolution is required to appropriate funding from the Law Enforcement Trust Fund. \$7,000 will be appropriated to Police Support - LETF Grants-in-Aid Private (44000521-582380).

Requested Action:

- a. Approval of Resolution No. 4364.
- b. Approval of Grant Funding Agreements with Powell Subdivision Neighborhood Watch, Club Esteem and St. John Baptist Church to host National Night Out events.



MELBOURNE POLICE DEPARTMENT

David Gillespie, Chief of Police

OFFICE OF THE CHIEF OF POLICE

To: Jenni Lamb
City Manager

From: David Gillespie 
Chief of Police

Date: July 25, 2025

Subject: Law Enforcement Trust Fund

The Police Department is awarding grants from the Law Enforcement Trust Fund (LETf). These grants will support three non-profit entities to host a National Night Out event in their respective neighborhood. LETf may be used to support drug treatment, drug abuse education and prevention, crime prevention, safe neighborhood, or school resource officer programs. Law enforcement agencies have the discretion to determine which program or programs will receive the designated proceeds.

On June 30, 2025, the city posted a notice on the City's website seeking letters of interest from non-profit organizations requesting LETf donations in support of Nation Night Out initiatives. The Department received only four requests, one which did not qualify as a 501(c)(3) organization. Three applications were from non-profit organizations who provided a detailed budget outlining how the money will be spent to positively affect Melbourne citizens from multiple neighborhoods during National Night Out. The eligible non-profit organizations have requested a \$9,500 for this event however, the Police Department will allocate \$7,500 for donation.

DG:cw

c: Marla Keehn, Management and Budget Officer

RESOLUTION NO. 4364

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4290; IMPLEMENTING BUDGET ADJUSTMENT RECOMMENDATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 25, 2024, the City of Melbourne adopted Resolution No. 4290 providing for adoption of the City's 2024-2025 budget; and

WHEREAS, a budget adjustment is necessary to provide for supplemental appropriations in the amounts identified in the attached Exhibit A.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the budget for the fiscal year commencing October 1, 2024 is hereby amended by the amounts identified in Exhibit A.

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

SECTION 3. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

ATTACHMENT "A"

901 - GENERAL FUND

440 - Police Department - Support Services

<u>Revenue</u>			INCREASE/ DECREASE	REVISED BUDGET
Org	Object	Description		
4403810	381003	Inter in (160) LETF	7,000	7,000
Total Change in Revenue			7,000	

<u>Expenditure</u>			INCREASE/ DECREASE	REVISED BUDGET
Org	Object	Description		
44000521	582380	LETF Grant In Aid - Private	7,000	7,000
Total Change in Expenditures			7,000	
Total General Fund			7,000	

Grant Funding Agreement

[Restricted as Law Enforcement Trust Funds]

THIS GRANT FUNDING AGREEMENT (the "Agreement"), is entered into this 1 day of August, by and between the CITY OF MELBOURNE, a Florida municipal corporation (the "CITY"), whose principal address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and Powell Subdivision Neighborhood Watch, a Florida Not For Profit Corporation (the "RECIPIENT"), whose principal address is 2245 Northview Street NE, Palm Bay, FL 32905.

WHEREAS, pursuant to S 932.7055, Florida Statutes, the City Council established a special Law Enforcement Trust Fund (the "LET F") for the remaining proceeds of civil forfeiture actions; and

WHEREAS, pursuant to S 932.7055 (5) (a), Florida Statutes, the proceeds and interest earned in the LETF are restricted to be used for school resource officers, crime prevention, safe neighborhood, drug abuse education, and prevention programs or for other law enforcement purposes and may not be used to meet normal operating expenses of the police department; and

WHEREAS, pursuant to S 932.7055 (5) (b), Florida Statutes, these funds may be expended upon request by the chief of police to the CITY, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the police department by the City Council; and

WHEREAS, pursuant to S 932.7055 (5) (c), Florida Statutes, an organization that wishes to receive such funds shall apply to the chief of police for an appropriation and its application shall be accompanied by a written certification that the moneys will be used for an authorized purpose; and

WHEREAS, the CITY acknowledges that the donation of municipal funds requires that such funds be expended to fulfill a public purpose, complies with the provisions of S 932.7055, Florida Statutes, and requires periodic auditing to ensure that such funds will be used only for a municipal purpose and in accordance with LETF restrictions; and

WHEREAS, the CITY acknowledges that the purpose of the City of Melbourne Police Department National Night Out held on October 7, 2025 is to promote programs towards drug abuse education, drug treatment, drug prevention, crime prevention, or safe neighborhood which meets the statute; and

WHEREAS, the CITY has determined that funding activities for events like the City of Melbourne Police Department National Night Out are in support of crime prevention, safe neighborhood programs, drug abuse education and prevention programs benefiting Melbourne citizens constitutes a valid municipal purpose, and complies with S 932.7055, Florida Statutes; and

WHEREAS, the RECIPIENT will provide services and/or perform activities that is eligible for LET F grant funding, as further described below, wishes to apply for the LETF monies for the City of Melbourne Police Department National Night Out and agrees to comply with S 932.7055, Florida Statutes and the stated purpose of the National Night Out; and

WHEREAS, the RECIPIENT agrees that any monies received pursuant to S 932.7055 (5) (c), Florida Statutes, shall provide an accounting for such monies, shall furnish the same report as the CITY that receives public funds and may be expend the monies in accordance with the procedures outlined in S 932.7055 (5) (c) (1)-(3), Florida Statutes; and

WHEREAS, the RECIPIENT represents that no employee or public official of the CITY is a member of the RECIPIENT's organization.

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1 Grant of Funds. Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all of its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT grant funds in the amount of \$3,500.00 (the "Funds"), to be used solely for the purpose and disbursed in the manner hereinafter provided.

The CITY shall disburse the Funds on a lump-sum basis to the RECIPIENT within forty-five (45) days of the effective date of this Agreement. The RECIPIENT shall utilize the Funds no later than forty-five (45) days after disbursement of the Funds by the CITY, unless extended in writing by the CITY's Police Chief (the "Utilization Deadline"). The Police Chief may extend the Utilization Deadline up to an additional 180 days.

The RECIPIENT agrees to use the Funds to provide services and/or perform activities for the benefit of Melbourne citizens that are described as follows:

National Night Out is an annual community building campaign that promotes police-community partnerships and neighborhood camaraderie. This event brings families, children, and law enforcement together and fulfills the crime prevention, safe neighborhood, drug abuse education and prevention programs prerequisites of S 932.7055, Florida Statute pertaining to LETF grant funding.

This event will be held on October 7, 2025 (5pm-8pm) and will join Powell Subdivision Neighborhood Watch Program, Inc., Gramling Park Neighborhood Watch, Booker Heights Homeowner Associate, Briarwood Community Association, Eddie Lee Taylor, Sr. Community Complex Association and the City of Melbourne.

LETF monies will be spent on services and activities in order to encourage engagement between law enforcement and children and families within the community and expose them to some of the special units within the police department in order to enhance and provide a drug-free atmosphere, while providing a safe community activity with the intent of reducing juvenile crime and drug activity. Thus, LETF monies will be spent on services and activities that include providing food, popcorn, t-shirts, photographer, disc jockey playing music and entertainment, children's games and prizes, door prizes and advertisement for the event.

(the "Activities"). All Activities are subject to the approval of the Police Chief, must be eligible for LET F use, and may not be used for the purposes of profit. All eligible Activities shall occur no earlier than the effective date of this Agreement. The Funds may only be spent by RECIPIENT for the Activities and subject to these terms of this Agreement. ANY FUNDS DETERMINED BY THE CITY TO HAVE BEEN SPENT IN VIOLATION OF THIS AGREEMENT OR OTHERWISE NOT TIMELY SPENT AS PROVIDED FOR IN THIS AGREEMENT SHALL BE IMMEDIATELY RETURNED TO THE CITY BY THE RECIPIENT.

2. Reporting. The RECIPIENT shall provide the CITY with a report evidencing how the Funds were spent, including (a) identifying services performed in relation to Activities; (b) providing receipts of expenses incurred in relation to Activities performed; and (c) identifying the number of persons participating in and served by the Activities performed. The report shall be due from the RECIPIENT to the CITY within ninety (90) days after Utilization Deadline. Failure to provide a report evidencing that the Funds were spent in accordance with this Agreement shall be deemed a breach of this Agreement, requiring the RECIPIENT to reimburse the CITY immediately for the Funds disbursed.

3. Retention and audit

a. The RECIPIENT agrees to maintain adequate supporting documentation to account for the expenditure of Funds under this Agreement, including financial accounts, client demographic records, description of Activities (including locations, dates and times), other related documents and records for the Program.

b. Financial records of the RECIPIENT shall be prepared and maintained in accordance with generally accepted accounting practices for Not-for-Profit Corporations.

c. The CITY reserves the right to audit the records of RECIPIENT for the Activities provided pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after disbursement of the Funds.

d. If required by CITY, RECIPIENT agrees to submit to an audit by an accountant selected by CITY. RECIPIENT shall allow CITY to inspect, examine and review the

records of RECIPIENT in relation to this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.

e. The Funds may only be spent by the RECIPIENT for the purpose(s) described in the Agreement. The RECIPIENT shall provide the Report and any other documentation requested by the CITY to demonstrate that the CITY's satisfaction, as determined by the Finance Director, that the Funds were spent for the purposes(s) described in this Agreement.

f. Any Funds finally determined as misspent or not spent as provided in this Agreement shall be immediately returned to the CITY.

4. Remedies for Non-compliance. If the RECIPIENT fails to comply with this Agreement, then the CITY shall have the right to take one or more of the following actions:

a. Recover payments made to the RECIPIENT, including both spent and unspent payments;

b. Deem the RECIPIENT ineligible to receive future LETF grants from the CITY for a period of up to five (5) years; and

c. Take any and all other remedies as may be legally permitted.

In the event of breach of this Agreement by the CITY, RECIPIENT's sole remedy shall be limited to distribution of the Funds in accordance with this Agreement, subject to the terms and conditions of this Agreement. IN NO EVENT SHALL THE CITY BE LIABLE TO THE RECIPIENT FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER DIRECT OR INDIRECT DAMAGES.

5. Liability. In performing the Activities, RECIPIENT is an independent contractor and its agents shall not act as nor be considered as agents or employees of the City. RECIPIENT agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents.

6. Insurance. RECIPIENT shall maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Activities in accordance with generally accepted industry standards.

7. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by U.S. mail to the parties at the addresses set forth above.

8. Compliance with Applicable Law. The RECIPIENT agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state, and local laws and regulations. RECIPIENT shall obtain

independent legal advice as needed to ensure its compliance with such applicable laws and regulations.

9. **Nondiscrimination.** The RECIPIENT agrees that it will not unlawfully discriminate against anyone on the basis of age, race, sex, national origin, creed, religion, handicapped status, or any other protected class in the fulfillment of this Agreement.

10. **Public Entity Crime.** The RECIPIENT affirms that at no time has RECIPIENT, its board, or to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to 5287.133(2)(a), Florida Statutes, and the RECIPIENT recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

11. **Miscellaneous Provisions.**

a. **Merger, Modification, Waiver.** This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

b. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate

or render unenforceable any other provision hereof.

c. **Third-party Beneficiaries.** No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

d. **Disputes.** In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding on both parties.

e. **Applicable Law and Venue; Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Melbourne, Florida. The venue of any legal action to enforce or interpret this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

f. **Time.** Time is of the essence in the performance of this Agreement.

LETF Grant

Amount: \$3,500

Activity: National Night Out

12. Effective Date. The effective date of this Agreement shall be the date of the last of the parties to sign.

IN WITNESS WHEREOF, the CITY and the RECIPIENT have hereunto set their hands and seals.

CITY:

CITY OF MELBOURNE, a Florida
municipal corporation

By:

Jenni Lamb
City Manager

Date:

7/28/2025

Attest:

Kevin McKeown, City Clerk

By Powell Subdivision Neighborhood Watch

Name: Connie McClary

Title: President

(Corporate Seal)

Date: 07/28/2025

RECIPIENT:

Connie McClary

Grant Funding Agreement

[Restricted as Law Enforcement Trust Funds]

- THIS GRANT FUNDING AGREEMENT (the "Agreement"), is entered into this ____ day of _____, by and between the CITY OF MELBOURNE, a Florida municipal corporation (the "CITY"), whose principal address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and Club Esteem, a Florida Not For Profit Corporation (the "RECIPIENT"), whose principal address is 3316 Monroe Street, Melbourne, FL 32901.

WHEREAS, pursuant to S 932.7055, Florida Statutes, the City Council established a special Law Enforcement Trust Fund (the "LET F") for the remaining proceeds of civil forfeiture actions; and

WHEREAS, pursuant to S 932.7055 (5) (a), Florida Statutes, the proceeds and interest earned in the LET F are restricted to be used for school resource officers, crime prevention, safe neighborhood, drug abuse education, and prevention programs or for other law enforcement purposes and may not be used to meet normal operating expenses of the police department; and

WHEREAS, pursuant to S 932.7055 (5) (b), Florida Statutes, these funds may be expended upon request by the chief of police to the CITY, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the police department by the City Council; and

WHEREAS, pursuant to S 932.7055 (5) (c), Florida Statutes, an organization that wishes to receive such funds shall apply to the chief of police for an appropriation and its application shall be accompanied by a written certification that the moneys will be used for an authorized purpose; and

WHEREAS, the CITY acknowledges that the donation of municipal funds requires that such funds be expended to fulfill a public purpose, complies with the provisions of S 932.7055, Florida Statutes, and requires periodic auditing to ensure that such funds will be used only for a municipal purpose and in accordance with LET F restrictions; and

WHEREAS, the CITY acknowledges that the purpose of the City of Melbourne Police Department National Night Out held on October 7, 2025 is to promote programs towards drug abuse education, drug treatment, drug prevention, crime prevention, or safe neighborhood which meets the statute; and

WHEREAS, the CITY has determined that funding activities for events like the City of Melbourne Police Department National Night Out are in support of crime prevention, safe neighborhood programs, drug abuse education and prevention programs benefiting Melbourne citizens constitutes a valid municipal purpose, and complies with S 932.7055, Florida Statutes; and

WHEREAS, the RECIPIENT will provide services and/or perform activities that is eligible for LET F grant funding, as further described below, wishes to apply for the LETF monies for the City of Melbourne Police Department National Night Out and agrees to comply with S 932.7055, Florida Statutes and the stated purpose of the National Night Out; and

WHEREAS, the RECIPIENT agrees that any monies received pursuant to S 932.7055 (5) (c), Florida Statutes, shall provide an accounting for such monies, shall furnish the same report as the CITY that receives public funds and may be expend the monies in accordance with the procedures outlined in S 932.7055 (5) (c) (1)-(3), Florida Statutes; and

WHEREAS, the RECIPIENT represents that no employee or public official of the CITY is a member of the RECIPIENT's organization.

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1 Grant of Funds. Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all of its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT grant funds in the amount of \$1,000.00 (the "Funds"), to be used solely for the purpose and disbursed in the manner hereinafter provided.

The CITY shall disburse the Funds on a lump-sum basis to the RECIPIENT within forty-five (45) days of the effective date of this Agreement. The RECIPIENT shall utilize the Funds no later than forty-five (45) days after disbursement of the Funds by the CITY, unless extended in writing by the CITY's Police Chief (the "Utilization Deadline"). The Police Chief may extend the Utilization Deadline up to an additional 180 days.

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National Night Out is an annual community building campaign that promotes police-community partnerships and neighborhood camaraderie. This event brings families, children, and law enforcement together and fulfills the crime prevention, safe neighborhood, drug abuse education and prevention programs prerequisites of S 932.7055, Florida Statute pertaining to LETF grant funding.

This event will be held on October 7, 2025 (5pm-8pm) and will join Club Esteem and the City of Melbourne.

LETF monies will be spent on services and activities in order to encourage engagement between law enforcement and children and families within the

community and expose them to some of the special units within the police department in order to enhance and provide a drug-free atmosphere, while providing a safe community activity with the intent of bringing attention to crime and drug prevention. Thus, LETF monies will be spent on services and activities that include providing food, crime prevention workbooks, and door prizes and advertisement for the event.

(the "Activities"). All Activities are subject to the approval of the Police Chief, must be eligible for LET F use, and may not be used for the purposes of profit. All eligible Activities shall occur no earlier than the effective date of this Agreement. The Funds may only be spent by RECIPIENT for the Activities and subject to these terms of this Agreement. ANY FUNDS DETERMINED BY THE CITY TO HAVE BEEN SPENT IN VIOLATION OF THIS AGREEMENT OR OTHERWISE NOT TIMELY SPENT AS PROVIDED FOR IN THIS AGREEMENT SHALL BE IMMEDIATELY RETURNED TO THE CITY BY THE RECIPIENT.

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b. Financial records of the RECIPIENT shall be prepared and maintained in accordance with generally accepted accounting practices for Not-for-Profit Corporations.

c. The CITY reserves the right to audit the records of RECIPIENT for the Activities provided pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after disbursement of the Funds.

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a. Recover payments made to the RECIPIENT, including both spent and unspent payments;

b. Deem the RECIPIENT ineligible to receive future LETF grants from the CITY for a period of up to five (5) years; and

c. Take any and all other remedies as may be legally permitted.

In the event of breach of this Agreement by the CITY, RECIPIENT's sole remedy shall be limited to distribution of the Funds in accordance with this Agreement, subject to the terms and conditions of this Agreement. IN NO EVENT SHALL THE CITY BE LIABLE TO THE RECIPIENT FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER DIRECT OR INDIRECT DAMAGES.

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10. **Public Entity Crime.** The RECIPIENT affirms that at no time has RECIPIENT, its board, or to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to 5287.133(2)(a), Florida Statutes, and the RECIPIENT recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

11. **Miscellaneous Provisions.**

a. **Merger, Modification, Waiver.** This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

b. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate

or render unenforceable any other provision hereof.

c. **Third-party Beneficiaries.** No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

d. **Disputes.** In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding on both parties.

e. **Applicable Law and Venue; Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Melbourne, Florida. The venue of any legal action to enforce or interpret this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

f. **Time.** Time is of the essence in the performance of this Agreement.

12. **Effective Date.** The effective date of this Agreement shall be the date of the last of the parties to sign.

IN WITNESS WHEREOF, the CITY and the RECIPIENT have hereunto set their hands and seals.

CITY:

CITY OF MELBOURNE, a Florida
municipal corporation

By:

Jenni Lamb
City Manager

Date: 7/28/2025

Attest:

Kevin McKeown, City Clerk

By Club Esteem

Name: Elena Little

Title: Director

(Corporate Seal)

Date: 7/28/2025

RECIPIENT:

Elena Little

Grant Funding Agreement

[Restricted as Law Enforcement Trust Funds]

THIS GRANT FUNDING AGREEMENT (the "Agreement"), is entered into this ____ day of _____, by and between the CITY OF MELBOURNE, a Florida municipal corporation (the "CITY"), whose principal address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and St. John Baptist Church, a Florida Not For Profit Corporation (the "RECIPIENT"), whose principal address is 1970 Magnolia Avenue, Melbourne, FL 32935.

WHEREAS, pursuant to S 932.7055, Florida Statutes, the City Council established a special Law Enforcement Trust Fund (the "LET F") for the remaining proceeds of civil forfeiture actions; and

WHEREAS, pursuant to S 932.7055 (5) (a), Florida Statutes, the proceeds and interest earned in the LETF are restricted to be used for school resource officers, crime prevention, safe neighborhood, drug abuse education, and prevention programs or for other law enforcement purposes and may not be used to meet normal operating expenses of the police department; and

WHEREAS, pursuant to S 932.7055 (5) (b), Florida Statutes, these funds may be expended upon request by the chief of police to the CITY, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the police department by the City Council; and

WHEREAS, pursuant to S 932.7055 (5) (c), Florida Statutes, an organization that wishes to receive such funds shall apply to the chief of police for an appropriation and its application shall be accompanied by a written certification that the moneys will be used for an authorized purpose; and

WHEREAS, the CITY acknowledges that the donation of municipal funds requires that such funds be expended to fulfill a public purpose, complies with the provisions of S 932.7055, Florida Statutes, and requires periodic auditing to ensure that such funds will be used only for a municipal purpose and in accordance with LETF restrictions; and

WHEREAS, the CITY acknowledges that the purpose of the City of Melbourne Police Department National Night Out held on October 7, 2025 is to promote programs towards drug abuse education, drug treatment, drug prevention, crime prevention, or safe neighborhood which meets the statute; and

WHEREAS, the CITY has determined that funding activities for events like the City of Melbourne Police Department National Night Out are in support of crime prevention, safe neighborhood programs, drug abuse education and prevention programs benefiting Melbourne citizens constitutes a valid municipal purpose, and complies with S 932.7055, Florida Statutes; and

WHEREAS, the RECIPIENT will provide services and/or perform activities that is eligible for LET F grant funding, as further described below, wishes to apply for the LETF monies for the City of Melbourne Police Department National Night Out and agrees to comply with S 932.7055, Florida Statutes and the stated purpose of the National Night Out; and

WHEREAS, the RECIPIENT agrees that any monies received pursuant to S 932.7055 (5) (c), Florida Statutes, shall provide an accounting for such monies, shall furnish the same report as the CITY that receives public funds and may be expend the monies in accordance with the procedures outlined in S 932.7055 (5) (c) (1)-(3), Florida Statutes; and

WHEREAS, the RECIPIENT represents that no employee or public official of the CITY is a member of the RECIPIENT's organization.

NOW, THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

1 Grant of Funds. Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all of its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT grant funds in the amount of \$2,500.00 (the "Funds"), to be used solely for the purpose and disbursed in the manner hereinafter provided.

The CITY shall disburse the Funds on a lump-sum basis to the RECIPIENT within forty-five (45) days of the effective date of this Agreement. The RECIPIENT shall utilize the Funds no later than forty-five (45) days after disbursement of the Funds by the CITY, unless extended in writing by the CITY's Police Chief (the "Utilization Deadline"). The Police Chief may extend the Utilization Deadline up to an additional 180 days.

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National Night Out is an annual community building campaign that promotes police-community partnerships and neighborhood camaraderie. This event brings families, children, and law enforcement together and fulfills the crime prevention, safe neighborhood, drug abuse education and prevention programs prerequisites of S 932.7055, Florida Statute pertaining to LETF grant funding.

This event will be held on October 7, 2025 (5pm-8pm) and will join St. John Baptist Church and the City of Melbourne.

LETF monies will be spent on services and activities in order to encourage engagement between law enforcement and children and families within the

community and expose them to some of the special units within the police department in order to enhance and provide a drug-free atmosphere, while providing a safe community activity with the intent of crime prevention and education. Thus, LETF monies will be spent on services and activities that include providing food, crime prevention literature and door prizes and advertisement for the event.

(the "Activities"). All Activities are subject to the approval of the Police Chief, must be eligible for LET F use, and may not be used for the purposes of profit. All eligible Activities shall occur no earlier than the effective date of this Agreement. The Funds may only be spent by RECIPIENT for the Activities and subject to these terms of this Agreement. ANY FUNDS DETERMINED BY THE CITY TO HAVE BEEN SPENT IN VIOLATION OF THIS AGREEMENT OR OTHERWISE NOT TIMELY SPENT AS PROVIDED FOR IN THIS AGREEMENT SHALL BE IMMEDIATELY RETURNED TO THE CITY BY THE RECIPIENT.

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c. The CITY reserves the right to audit the records of RECIPIENT for the Activities provided pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after disbursement of the Funds.

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5. Liability. In performing the Activities, RECIPIENT is an independent contractor and its agents shall not act as nor be considered as agents or employees of the City. RECIPIENT agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents.

6. Insurance. RECIPIENT shall maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Activities in accordance with generally accepted industry standards.

7. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by U.S. mail to the parties at the addresses set forth above.

8. Compliance with Applicable Law. The RECIPIENT agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state, and local laws and regulations. RECIPIENT shall obtain independent legal advice as needed to ensure its compliance with such applicable laws and regulations.

9. **Nondiscrimination.** The RECIPIENT agrees that it will not unlawfully discriminate against anyone on the basis of age, race, sex, national origin, creed, religion, handicapped status, or any other protected class in the fulfillment of this Agreement.

10. **Public Entity Crime.** The RECIPIENT affirms that at no time has RECIPIENT, its board, or to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to 5287.133(2)(a), Florida Statutes, and the RECIPIENT recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

11. **Miscellaneous Provisions.**

a. **Merger, Modification, Waiver.** This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

b. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate

or render unenforceable any other provision hereof.

c. **Third-party Beneficiaries.** No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

d. **Disputes.** In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding on both parties.

e. **Applicable Law and Venue; Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Melbourne, Florida. The venue of any legal action to enforce or interpret this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

f. **Time.** Time is of the essence in the performance of this Agreement.

12. **Effective Date.** The effective date of this Agreement shall be the date of the last of the parties to sign.

IN WITNESS WHEREOF, the CITY and the RECIPIENT have hereunto set their hands and

LETF Grant

Amount: \$2,500

Activity: National Night Out

seals.

CITY:

CITY OF MELBOURNE, a Florida
municipal corporation

By:

Jenni Lamb
City Manager

Date:

7-29-25

Attest:

Kevin McKeown, City Clerk

By ST John Missionary Baptist Church
Name: Herman Walker
Title: Pastor

(Corporate Seal)

Date: _____

RECIPIENT:



Melbourne City Council
August 12, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.

Subject:

Downtown Melbourne Parking Management Plan

Background/Consideration:

This is a request for City Council to accept the Downtown Parking Management Plan for incremental phased implementation, through future approvals of City Council.

As a priority of the Melbourne Downtown CRA, City Council and the CRA Board appropriated Fiscal Year (FY) 2024 funding for a parking management plan in the Downtown CRA Five-Year Capital Improvement Program. A Request for Proposals (RFP) was issued, and City Council approved a professional services contract award in October 2024 with THA Consulting, Inc., to produce a parking management plan for Downtown Melbourne. The goal of the plan is to better utilize the City's public parking assets by improving parking opportunities for patrons of the Downtown, which in turn improves the economic climate for the existing Downtown businesses and supports future economic growth.

THA commenced the development of the plan in January 2025 by holding two (2) stakeholder/public meetings to receive public input regarding parking management for Downtown. The workshops were very well-attended with over 50 attendees in the morning and evening sessions. Generally, the attendees acknowledged that parking management was necessary to improve parking availability for patrons of Downtown. Some concerns were expressed that a paid parking management system would discourage people from coming downtown if there were no free public parking opportunities.

THA also performed a parking inventory and utilization analysis over three (3) days in January 2025. The analysis established public parking locations exhibiting a high percentage of occupancy during peak demand; furthermore, the analysis also established that these same locations have very low turn-overs throughout the day. Public parking with high occupancy and low turnover was concentrated in the retail core of New Haven Avenue and adjacent side-streets from McQuaid Street to U.S. Highway 1. As such, the long-term parking in the retail core results in very little opportunity available for customer parking in the prime parking areas within Downtown.

The study also established that there is currently a sufficient amount of public parking supply to accommodate both long-term and short-term parking. However, future redevelopment in Downtown may constrain efficient public parking capacity. The plan offers some measures in consideration of adding additional public parking supply.



THA's parking management recommendation is an incremental phased approach. Phase I of the plan recommends that the City initially undertake parking enforcement measures utilizing the current time restrictions with the possible consideration of reviewing and revising time limits in certain locations. Parking would remain entirely free; however, violators of posted time limits and parking restrictions would receive a citation. Parking enforcement without any revenue from a paid system will require the City or the CRA to subsidize this first phase of parking management. The consultant estimates that the annual subsidy for an effective parking management system for enforcement is in the range of \$80,000 to \$118,000 annually over a five-year period. Since there is a substantial annual cost to an enforcement-only system, THA recommends that this is a temporary phase for a period of 6 to 12 months.

The second phase of implementation is a paid and managed system that would provide revenues to offset the cost of operating an effective parking management program. The goal of the paid system is not to be revenue-driven; rather, the goal is to have a fiscally sustainable self-supporting parking management program. It is important to note that substantial free parking opportunities will remain under the second phase of a paid and managed system. For example, it is recommended that the City Hall Parking Garage remains a free public parking area. The targeted locations for paid parking would be concentrated in the prime locations in the retail core area of Downtown. The implementation of Phase I and/or Phase II will require additional City staff time to manage the overall program, including the parking management company, finances and community relations.

A special meeting of the Melbourne Downtown CRA Advisory Committee was held on June 26, 2025. The special meeting was held in the evening and notifications were sent to property owners, businesses, and stakeholders within the general area of Downtown to encourage public input. There were approximately ten (10) speakers and some of the concerns mentioned are as follows: paid parking may dissuade customers from coming into Downtown; restricted overnight parking may encourage intoxicated people to drive; residential parking on Waverley Street may be impacted, and public parking at Hotel Melby is not available to the public. The Melbourne Downtown CRA Advisory Committee unanimously recommended that City Council support the general framework of the parking management plan, beginning with Phase I of parking enforcement and to institute a parking advisory committee. Additionally, the Committee recommended that the plan should return to the CRA Advisory Committee after 6 months of implementation of the first phase.

Based upon the findings in the plan, the recommendations of the CRA Advisory Committee, and public input, staff foresee the following steps:

- Initiate Phase I of the parking management plan by engaging a third-party public management company
- Utilize the current CRA Advisory Committee as the parking advisory board with downtown stakeholders providing input on parking management, in lieu of creating a new City board.

These next steps would only occur after consultation with the CRA Advisory Committee and consideration by City Council.

Fiscal/Budget Impact:

Consideration and approval of this item does not have a fiscal impact. However, plan implementation will require future City Council consideration of parking management expenditures



Requested Action:

Approval to accept the Downtown Parking Management Plan, and to authorize City Staff to begin implementation of Phase I of the Downtown Parking Management Plan and utilize the CRA Advisory Committee for input on parking management from the downtown stakeholders, conditioned upon future approvals by City Council.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Doug Dombroski AICP, Economic Development Manager
Re: Downtown Parking Management Plan
Date: July 28, 2025

This is a request for City Council to accept the Downtown Parking Management Plan for incremental phased implementation, through future approvals of City Council.

Background

Melbourne Main Street and City Staff have collaborated regarding parking management since 2016 when the Downtown merchants, business and stakeholders began to vocalize their concerns related to the lack of convenient parking available for customers. The primary issue was that close and convenient parking was no longer available because long-term parkers were occupying the prime parking locations. In 2019 City Council directed City Staff to prioritize redevelopment efforts within a Melbourne Downtown Community Redevelopment Agency (CRA) Redevelopment Plan Amendment. *Parking Management* was included as CRA project priority in the amendment, which was adopted by City Council in 2020.

As a redevelopment plan priority of the Melbourne Downtown CRA, City Council and the CRA Board appropriated FY 2024 funding for the Downtown Parking Management Plan in the Downtown CRA Five-Year Capital Improvement Program. An RFP was issued, and in October of 2024, City Council approved a professional services contract award with THA Consulting, Inc., to produce the parking management plan for Downtown Melbourne.

The plan is intended as a roadmap for the city to implement a parking management program to achieve the goal for improved utilization of the City's public parking assets, by improving parking opportunities for patrons of the Downtown. In turn, more efficient public parking improves the economic climate for the existing Downtown businesses and supports redevelopment efforts of the CRA. The long-term goal is to have efficient, organized and adequate parking supply to meet the foreseeable growth of Downtown.

Downtown Parking Management Plan

Stakeholder Engagement, Data Collection and Evaluation

THA commenced the development of the plan in January of 2025 by holding two stakeholder/public meetings to receive public input regarding parking management for Downtown. The workshops were very well-attended with over 50 attendees in the morning and evening sessions. Generally, the attendees acknowledged that parking management was necessary to improve parking availability for patrons of Downtown. Some concerns were expressed that a paid parking management system would discourage people from coming downtown, if there were no free public parking options.

THA also performed a parking inventory and utilization analysis over three days in January 2025. The analysis established public parking locations exhibiting a high percentage of occupancy during peak demand; furthermore, the analysis also established that these same locations have very low turn-over throughout the day. Public parking with high occupancy and low turnover was concentrated in the retail core of New Haven Avenue and adjacent side-streets from McQuaid Street to U.S. Highway 1. As such, the long-term parking in the retail core results in diminished prospect for customers to find public parking in prime locations in the core area of Downtown.

Current and future parking supply was also evaluated for adequacy and potential deficiencies. The study established that currently there is a sufficient amount of public parking supply to accommodate parking demand; however, future redevelopment in Downtown may constrain efficient public parking capacity. For example, if the former Sun Trust Site is redeveloped, 100 public parking spaces would be lost and the city would be facing a deficit in adequate public parking supply.

Plan Recommendations

THA's parking management recommendation is incremental and broken down into two phases:

Parking Management Phase I- Parking Enforcement

Phase I of the plan recommends that the City initially undertake parking enforcement measures utilizing the current time restrictions with some consideration to reviewing and revising time limits in certain locations. Parking would remain entirely free; however, violators of posted time limits and parking restrictions would receive a parking citation. Parking enforcement without any revenue from a paid system will require the City or the CRA to subsidize this first phase of parking management. The consultant estimates that the annual subsidy for an effective parking management system of enforcement is in the range of \$80,000 to \$118,000 annually over a five-year period. Since there is a substantial annual cost to an "enforcement only" system, THA recommends that this is a temporary phase for a period of 6 to 12 months.

As part of this first phase the consultant is recommending the formation of a parking advisory board as a resource to make recommendations to City Council and to provide a platform for public input. The current CRA Advisory board could be utilized for this function with Downtown stakeholders providing input on parking management, in lieu of creating a new City board.

Parking Management Phase II- Implementation of Fee Parking

The second phase of implementation is a paid and managed system that would provide revenue to offset the cost of operating an effective parking management program. The goal of the paid system is not to be revenue-driven; rather, the goal is to have a fiscally sustainable self-supporting parking management program. It is important to note that substantial free parking opportunities will remain under the second phase of a paid and managed system. For example, it is recommended that the City Hall Parking Garage remains a free public parking area, along with other on-street spaces and outlying surface lots. The targeted locations for paid parking would be concentrated in the prime locations in the retail core area of Downtown.

THA projects that the City of Melbourne could realize approximately \$250,000 to \$350,000 on an annual basis over a five-year period. Typically, the revenue from a parking management program would be a special fund of the local government to be invested back into the Downtown parking program. Funding could then be available for addressing the future need of additional parking supply through leases, property acquisition, construction, and finance. An annual revenue stream would also offset the annual operating costs in maintaining the City's parking assets at a higher level resulting in, clean, safe, and convenient parking for Downtown patrons.

General Recommendations

Under both phased recommendations THA is advocating that the city utilize a third-party company for enforcement and paid parking. Typically, local governments similar in size to the City of Melbourne do not have the capacity to effectively manage all aspects of a parking management program. An in-house parking management program would require significant expenditure in equipment, human capital, and leadership expertise in parking management.

Although a third party may be hired through the City for enforcement and collections, there still must be internal city staff assigned to parking management. City staff will still need to provide procurement, contract management and general coordination with the third-party vendor. In addition, there will need to be a department or division dedicated to receiving public input, attending to complaints, staffing board meetings, facilitating communications, and public education.

Regarding the future need to add parking supply, the plan offers some measures that the city can undertake. The plan offers several recommendations such as restriping off-street parking facilities to nine-foot-wide dimensions, paving unimproved parking, entering into lease agreements with private property owners, target "off hour"

opportunities with area businesses, and partnering with private developers on redevelopment sites.

CRA Advisory Committee Recommendation and Next Steps

A special meeting of the Melbourne Downtown CRA Advisory Committee was held on June 26, 2025. The special meeting was held in the evening and notifications were sent to property owners, businesses, and stakeholders within the general area of Downtown to encourage public input. There were approximately thirty-five attendees with ten speakers. Some of the concerns mentioned are as follows: paid parking may dissuade customers from coming into Downtown; restricted overnight parking may encourage intoxicated people to drive; residential parking on Waverly Street may be impacted, and public parking at Hotel Melby is not available to the public.

The Melbourne Downtown CRA Advisory Committee unanimously recommended that City Council support the general framework of the parking management plan, beginning with Phase I of parking enforcement and to institute a parking advisory committee. Additionally, the Committee recommended that the plan should return to the CRA Advisory Committee after 6 months of implementation of the first phase.

Based upon the findings in the plan, the recommendations of the CRA Advisory Committee, and public input, staff foresee the following steps:

- Initiate Phase I of the parking management plan by engaging a third-party public management company
- Form an ad hoc parking advisory committee consisting of representation of Downtown stakeholders, Melbourne Main Street, and key City Staff.

These next steps would only occur after consultation with the CRA Advisory Committee and consideration by City Council.

Recommendation

Approval to accept the Downtown Parking Management Plan, and to authorize City Staff to begin implementation of Phase I of the Downtown Parking Management Plan and utilize the CRA Advisory Committee for input on parking management from the downtown stakeholders, conditioned upon future approvals by City Council.

CITY OF MELBOURNE

DOWNTOWN PARKING MANAGEMENT PLAN

FINAL

August 6, 2025

Melbourne, FL

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Introduction and Executive Summary

THA Consulting, Inc. (THA) was engaged by The City of Melbourne (the "City") to conduct a comprehensive review of the parking conditions and operations within the defined Downtown Melbourne study area and recommended changes to the city's parking management policies and practices. The study's intent is to identify parking challenges and issues in the study area and to recommend parking management strategies and policies to improve parking conditions and access to the Downtown to support the area's economic development and future growth.



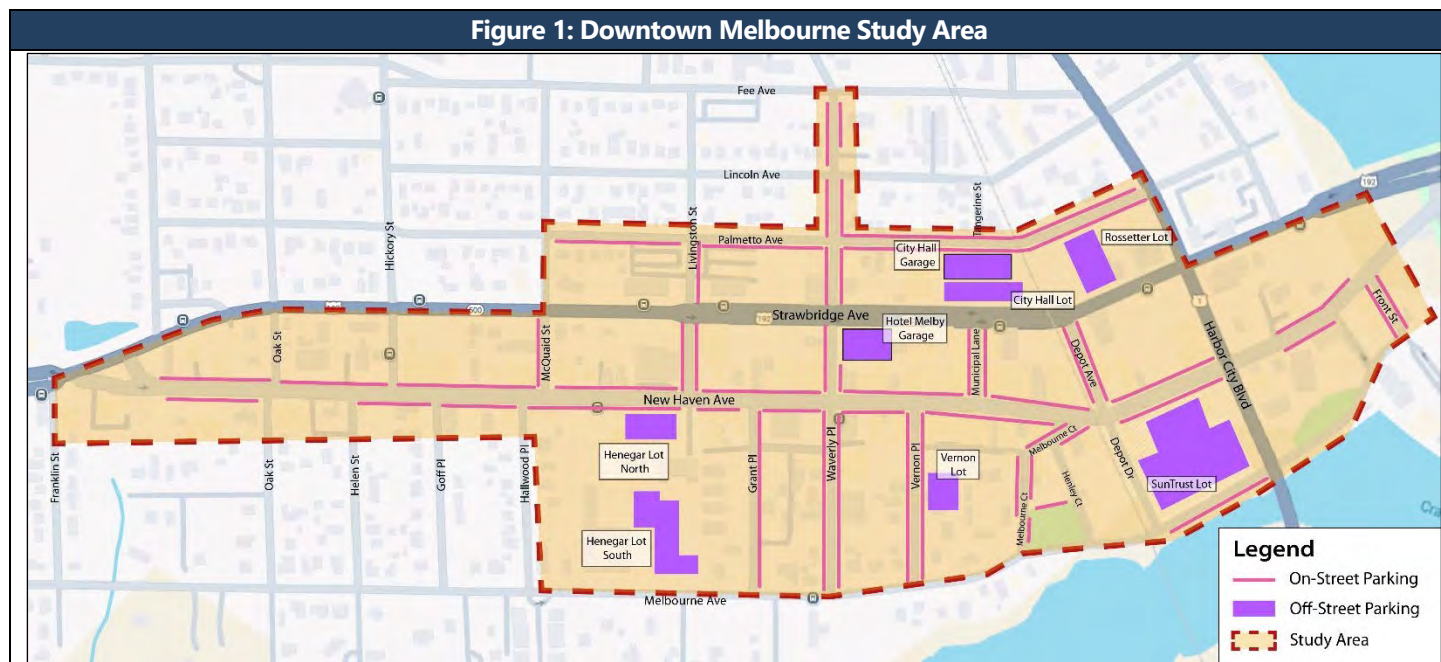
To undertake the study, THA obtained parking-related data, policies, ordinances, and associated information from the City and participated in multiple meetings with City representatives managing the parking study. In addition, working with the City representatives, THA conducted individual meetings with elected City officials and hosted two public meetings on January 24, 2025, with study area business owners, residents, and stakeholders, to obtain meaningful information, opinions, and recommendations related to the parking conditions in the study area. Lastly, THA conducted a parking demand study and analysis, which was based on inventorying the existing parking assets in the study area and performing occupancy counts and observations over three (3) days (January 24-26, 2025). Based on this information, THA has prepared an assessment of the current parking inventory, its level of utilization, and how it is managed, and have provided recommendations for improving downtown parking conditions and operations with the intent of accomplishing the following:

- Identifying current parking demand within the study area, as well as projecting future additional parking demand from the following:
 - o Lease-up of vacant retail or commercial spaces in the study area
 - o New development projects planned or under construction
 - o Anticipated "normal" growth of the study area and surrounding region
- Maximizing the utilization of the existing parking assets in the study area for various user groups by promoting increased turnover and availability of on-street parking
- Providing increased accessibility and a higher level of parking patron comfort pertaining to the utilization of off-street facilities with enhanced pedestrian connections, wayfinding, and facility improvements
- Modifying existing or implementing new parking-related ordinances that prepare the City for potential areas of conflict in public parking management
- Outlining the implementation of phased parking management strategies and operational plan to better enforce and regulate the study area's on- and off-street parking assets with the goal of ensuring parking availability for the area's employees, visitors, and patrons. Please refer to THA's scope of services in **Appendix A**.

THA wishes to thank the City of Melbourne for providing us with the opportunity to serve the City in this important work and to acknowledge the hard work and dedication of the City representatives involved in this project. We would like to extend our gratitude to Mr. Doug Dombroski, Economic Development Manager, and Ms. Cynthia Dittmer, Community Development Director, for providing insight and background information essential to the preparation of this report.

Study Area

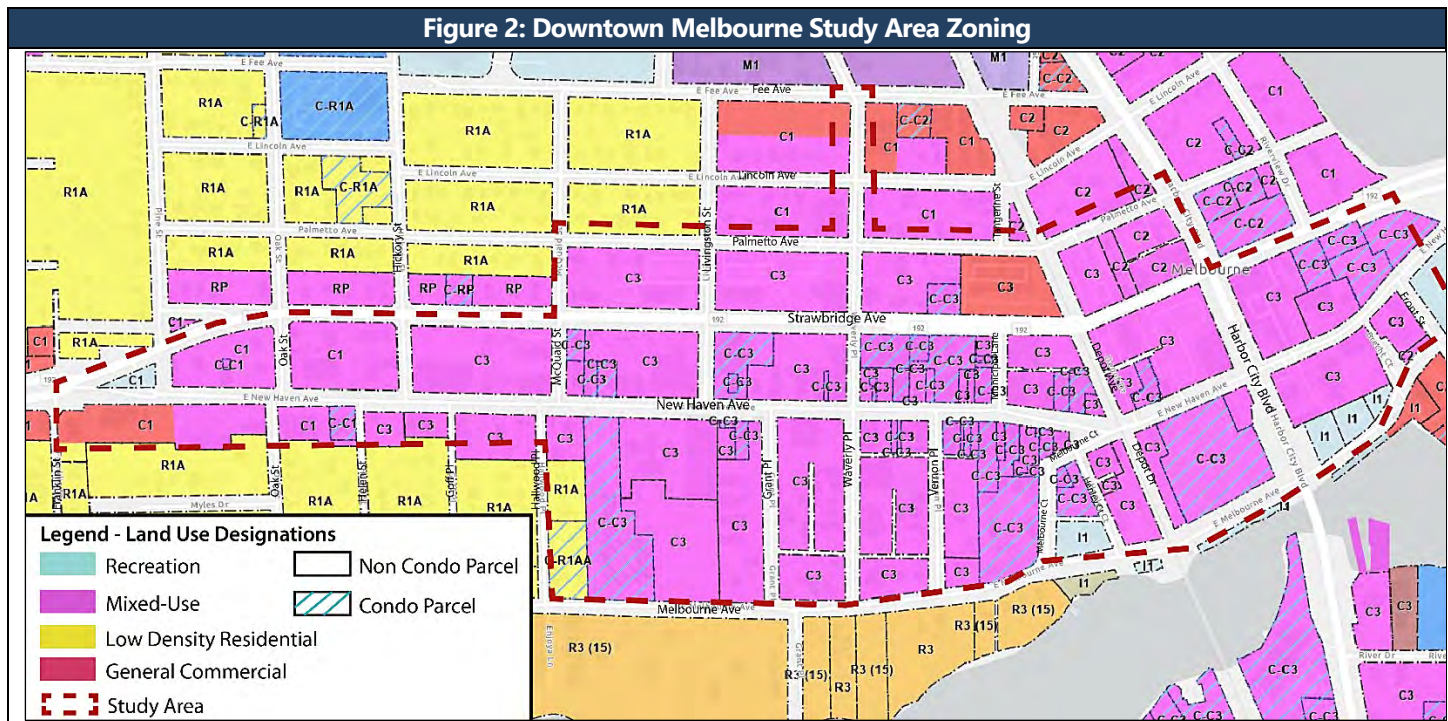
The study area for the Parking Demand Analysis is the City of Melbourne's primary commercial area, centered around New Haven Avenue. The boundaries are defined as follows: Strawbridge Avenue and Palmetto Avenue to the north, a 2-block extension of Waverly Place; Melbourne Avenue to the south; Front Street to the east; and Franklin Street to the west. **Figure 1** below illustrates the study area boundaries:



Source: THA Consulting, Inc. 2025.

As shown in **Figure 2** below, the Study Area is primarily zoned as mixed-use, with a few parcels zoned as residential, recreation and general commercial. Included in this area are the following zones: C-1 Neighborhood Commercial District, C-3 Central Business District, I-1 Institutional District and R1A Single-Family, Low Density Residential District. The majority of the Study Area is included in the Downtown Community Redevelopment Area (CRA), a redevelopment district centered around the historic downtown, and the Central Business Overlay Zone (CB-OZ).





Source: THA Consulting, Inc. 2025.

Summary of Findings and Recommendations

The study area's parking supply consists of approximately 563 on-street parking spaces and 802 off-street parking spaces, totaling 1,365 spaces. THA conducted observations and parking counts of the Study Area on Thursday, January 23, 2025, from 10AM to 10PM, Friday, January 24, 2025, from 6PM to 10PM, and Saturday, January 25, 2025, from 10AM to 10PM to obtain present parking utilization data that was representative of a typical weekday and weekend in the study areas. Based on the referenced parking counts, the overall weekday peak parking occupancy throughout the study area was 691 spaces or 51% occupancy, which occurred at 12PM on Thursday. The overall weekend peak parking occupancy throughout the study area was 960 spaces or 70% occupancy, which occurred at 8PM on Saturday. An existing parking adequacy of approximately 289 spaces was calculated by applying a 95% effective supply to the existing parking supply and a 5% seasonal and weather adjustment to the peak weekend demand to account for the inclement conditions and time of year during the parking occupancy counts. While 289 spaces are a meaningful amount of available spaces for a downtown similar to Melbourne, most of these available spaces were on more remote streets and in off-street parking facilities outside of the downtown core. The on-street spaces in the core area surrounding New Haven Avenue, between McQuaid Street, Harbor City Boulevard, and Melbourne Avenue and Strawbridge Avenue, were over 80% occupied at the peak time, with several streets at capacity.

To project the future adequacy in the study area over the next five years, THA applied a demand adjustment of 51 spaces to account for projected population growth and 172 spaces to account for the leasing of 50% of the existing vacant properties in the study area, and a supply reduction of 28 spaces to account for spaces lost to streetscape improvements. These adjustments were applied to the existing adequacy (289 spaces) to project an estimated future adequacy of only 38 spaces at the end of the five year period. However, if the two privately held surface lots, the Sun Trust Lot and Rossetter Lot, are developed into other uses or are removed from public access, the City may encounter a public parking deficit in the near

future. Accordingly, the effective management of the City's public parking will be essential for the Downtown's continued growth and economic development, and the City must maximize the utilization of existing parking assets and consider opportunities to expand its parking supply in the coming years.

To maximize the utilization of the existing parking assets, THA recommends that the City first enforce on-street parking time limits to promote turnover of its highly utilized on-street parking and improve accessibility for Downtown patrons. Secondly, as the Study Area parking demand and the need for enhanced parking regulation grows, the City should transition to a fee parking system. Accordingly, the City should evaluate the progress of the enforcement program and begin planning for the implementation of the fee parking program. Outlined below is a preliminary financial analysis of an enhanced enforcement program and fee parking program, as discussed on **pages 35 and 44** of this report:

Parking Time Limit Enforcement – 5-Year Operational Proforma					
Estimated Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Citation Revenue	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Citation Collection Rate	80%	80%	80%	80%	80%
Total Estimated Revenue	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Estimated Operating Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Municipal Parking Supervisor	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
Enforcement Vehicle Lease	\$5,400	\$5,562	\$5,729	\$5,901	\$6,078
Gas & Maintenance	\$4,800	\$4,920	\$4,920	\$4,920	\$4,920
Parking Enforcement Technology (Mobile LPR)	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Insurance	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506
Management Fee	\$24,000	\$24,720	\$25,462	\$26,225	\$27,012
Salary & Wages	\$100,000	\$103,000	\$106,090	\$109,273	\$112,551
Health, Pension & Work's Comp (25% of Salary)	\$25,000	\$25,750	\$26,523	\$27,318	\$28,138
Payroll Tax & Burden (11% of Salary)	\$12,577	\$11,330	\$11,670	\$12,020	\$12,381
Uniforms	\$1,200	\$1,236	\$1,273	\$1,311	\$1,351
Supplies	\$1,800	\$1,854	\$1,910	\$1,967	\$2,026
Phone and Communications	\$3,600	\$3,708	\$3,819	\$3,934	\$4,052
Citation Processing / Management	\$32,230	\$33,197	\$34,193	\$35,219	\$36,275
Misc. Expense	\$6,000	\$6,180	\$6,365	\$6,556	\$6,753
Total Estimated Operating Expenses	\$286,607	\$293,317	\$301,729	\$310,393	\$319,317
Estimated Net Income	(\$86,607)	(\$93,317)	(\$101,729)	(\$110,393)	(\$119,317)

Fee Parking – 5-Year Operational Proforma					
Estimated Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Transient On-Street Parking	\$325,500	\$341,775	\$358,864	\$471,009	\$494,559
Citation Revenue	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Citation Collection Rate	80%	80%	80%	80%	80%
Total Estimated Revenue	\$525,500	\$541,775	\$558,864	\$671,009	\$694,559
Estimated Operating Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Municipal Parking Supervisor	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
Enforcement Vehicle Lease	\$5,400	\$5,562	\$5,729	\$5,901	\$6,078
Gas & Maintenance	\$4,800	\$4,920	\$4,920	\$4,920	\$4,920
Parking Enforcement Technology (Mobile LPR)	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Insurance	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883
Management Fee	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765
Salary & Wages	\$170,000	\$175,100	\$180,353	\$185,764	\$191,336
Health, Pension & Work's Comp (25% of Salary)	\$41,773	\$43,026	\$44,316	\$45,646	\$47,015
Payroll Tax & Burden (11% of Salary)	\$18,380	\$18,931	\$19,499	\$20,084	\$20,687
Uniforms	\$1,800	\$1,854	\$1,910	\$1,967	\$2,026
Supplies	\$1,800	\$1,854	\$1,910	\$1,967	\$2,026
Phone and Communications	\$3,600	\$3,708	\$3,819	\$3,934	\$4,052
Citation Processing / Management	\$32,230	\$33,197	\$34,193	\$35,219	\$36,275
Misc. Expense	\$6,000	\$6,180	\$6,365	\$6,556	\$6,753
Total Estimated Operating Expenses	\$385,872	\$400,182	\$411,800	\$423,766	\$436,092
Estimated Net Income	\$139,628	\$141,593	\$147,064	\$247,243	\$258,468

In addition to the implementation actions and recommendations for the parking enforcement and fee parking programs as outlined in the report, THA recommends several additional strategies to maximize the use of the City's parking resources, including facility and pedestrian improvements, shared parking agreements, and communications strategies. It should be noted that THA's recommendations for proposed hours of enforcement and potential parking rates are based on THA's fieldwork and observations in the Study Area related to parking demand and utilization, practices in similar communities, and peer municipality rate information. That said, the City is encouraged to continue to monitor Study Area parking conditions and modify recommendations as needed to best serve the City.

Below is a summary of the recommendations outlined in the report:

#	Parking Recommendations Summary
Parking Management	
1	Outsource parking management responsibilities to a qualified third-party organization.
2	Centralize the provision of parking services under the supervision of a City Parking Division.
3	Develop a monthly operations report to track the financial and operational performance of the Parking Division.
4	Establish a Parking Advisory Committee that meets on a regular basis to discuss parking issues, comprised of the Municipal Parking Supervisor, the parking operations manager, the Melbourne Police Department's Strategic Traffic Enforcement Unit, local merchants, downtown residents, landlords, and other stakeholders.
Parking Management Phase 1 – Enforcement	
1	Establish time limit enforcement from 9am-9pm Monday-Saturday.
2	Produce and track summary enforcement reports related to ticket issuance by type, zone, and PEO.
3	Establish enforcement patrol routes to create greater PEO accountability and update regularly.
4	Warnings should be issued as a preliminary step to violators to educate the parkers as to the need for consistent enforcement of time-limit parking. Enforcement can issue a warning to first time offenders and provide a 10-15-minute grace period over the time limit before issuing a violation.
5	Should the enforcement of the existing 3-hour time limit not be effective in producing adequate turnover of the highly utilized on-street parking, the City should reduce the time limit of the referenced streets to a 2-hour time limit or implement fee parking as outlined in the following section. The remaining on-street parking can remain at the 3-hour time limit, to provide a longer-term parking option, until such time as parking demand increases, warranting higher turnover of these areas.
6	Limit the storage of vehicles in public off-street facilities by prohibiting overnight parking. Melbourne Police Officers can periodically patrol parking facilities and issue warnings/violations to vehicles observed parked overnight.
7	Evaluate the benefits and the return on investment of mobile License Plate Recognition (LPR) equipment for enforcement vehicles.
8	If parking permits are contemplated for long-term parkers in the future, implement digital/virtual permitting to automate and streamline parking permit process, to administer and track permits.
9	Increase the overtime violation fine to \$30.00, the Prohibited Parking violation rate to \$40.00, and the Handicap Space violation fee to \$150.
Parking Management Phase 2 – Fee Parking	
1	Establish an on-street rate of \$1.00 per hour on-street in the proposed PILOT area.
2	Adopt a pay-by-cell system in conjunction with the fee parking PILOT.
3	Initiate the PILOT program in high demand on-street areas with an initial soft enforcement period.
4	Conduct a public outreach informational campaign via social media, the City website, and physical media to educate the public on upcoming parking changes.

5	Regularly monitor the effectiveness of paid parking using data collected by pay by cell apps.
6	Provide permits for residents on streets with proposed fee parking, so they can park in front of their homes without having to pay the hourly fee.
Maximize the Use of City Parking Assets	
1	Enhance the pedestrian connections between New Haven Avenue and off-street parking facilities with murals and lighting.
2	Expand the City's parking wayfinding system by adding additional signs along New Haven Avenue directing parkers to the SunTrust Lot and the Henegar Lots. Implement site signage at the entrances of parking facilities displaying the name of the facility with Melbourne branding and install a large sign or banner on the City Hall Parking Garage visible to drivers.
3	Lighting should be upgraded and regularly checked to ensure that it is operational in off-street parking facilities. Currently, the Sun Trust Lot and Rossetter Lot have low lighting levels; and the City Hall Lot, Garage, and Vernon Lot are moderately lit.
4	Designate free 15-minute parking spaces and flex-loading zones in front of businesses in high-demand areas of the Downtown.
5	Reconfigure and restripe parking bays in the Rossetter Lot, the City Hall Lot Parking Garage and City Hall Parking Lot to increase the public parking supply by 80-93 spaces.
6	Approach the developer of Hotel Melby to strategize methods to better utilize the public parking resource within the Hotel Melby Garage.
7	Engage downtown property owners with meaningful parking facilities to lease them to employees and customers, maximizing the use of existing parking resources and potentially alleviating the high demand for on-street parking on evenings and weekends.
8	Evaluate the costs and benefits of a public circulator shuttle between the City Hall Parking garage and Downtown locations operating from 4PM-10PM, Thursdays through Saturdays.
9	Create an established event parking management plan / process under the supervision of the Municipal Parking Supervisor and Parking Operations Manager. Consider the use of private and remote parking facilities for larger events.
10	Add information to the City's parking webpage pertaining to the benefits and rationale of parking enforcement, changes to parking policies and rates, and frequently asked questions (FAQs) related to parking.
11	Work with Melbourne Main Street, Inc. to provide parking information on the Downtown Melbourne website.
12	Produce a bi-lingual parking brochure and e-brochure that provides valuable parking information.

Existing Parking Demand Analysis

The intent of THA's Existing Parking Demand Analysis is to accurately inventory existing public parking resources within the Study Area and measure current parking demand. To undertake the assessment, THA inventoried both on-street and off-street public parking within the study area, performed field observations and parking counts, and obtained commercial building vacancy and development information from the City, as well as census data, to gauge the existing and future demand of the public on- and off-street parking resources in the study area. The analysis attempts to accomplish the following:

- Accurately inventory existing on-street and public off-street parking supply in the study area, as well as the Melby Hotel parking facility and spaces that are available to the public.
- Determine peak parking occupancy levels for on-street and public off-street parking assets.
- Summarize the results of the parking inventory and the associated current parking demand, and present it graphically in tables, maps and charts.

Parking Supply

The study area's parking supply consists of approximately 563 on-street parking spaces and 802 off-street parking spaces, totaling 1,365 spaces. The publicly utilized on-street and off-street parking inventory is the primary focus of our assessment. The parking resources in the study area are utilized by multiple user groups, including patrons, owners and employees of the area's businesses, City employees, and downtown residents. On-street parking consists of a 3-hour time limit and unregulated parking spaces, all of which are free. The off-street parking inventory includes 4 paved surface lots, two unimproved surface lots, the 316-space City Hall Parking Garage, and 30 valet spaces in the Hotel Melby Garage. The unimproved Sun Trust Lot as well as the 30 hotel spaces are used by the public but are privately owned. **Table 1** lists the number of parking spaces included in the public parking inventory. **Figure 3** illustrates the public parking resources in the study area.

Table 1: Downtown Melbourne Parking Supply

Location	Supply
On-Street	
New Haven Ave	236
Palmetto Ave	76
McQuaid St	5
Livingston St	16
Grant Place	26
Waverly Place	82
Vernon Place	30
Municipal Lane	20
Melbourne Court	23
Henley Ct/Melbourne Ct	6
Depot Ave	16
Melbourne Ave	15
Front St	12
On-Street Total	563
Off-Street	
City Hall Parking Garage	316
City Hall Surface Lot	49
Rossetter Lot	90
Hotel Melby Garage	30
Henegar Lot North	11
Henegar Lot South	164
Vernon Lot	42
SunTrust Lot	100
Off-Street Total	802
Grand Total	1365

Downtown Melbourne Parking Supply

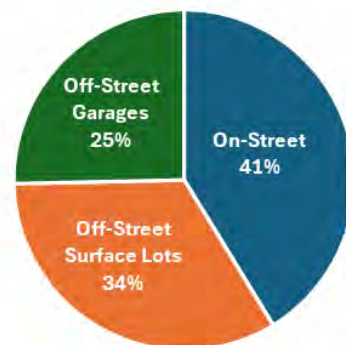
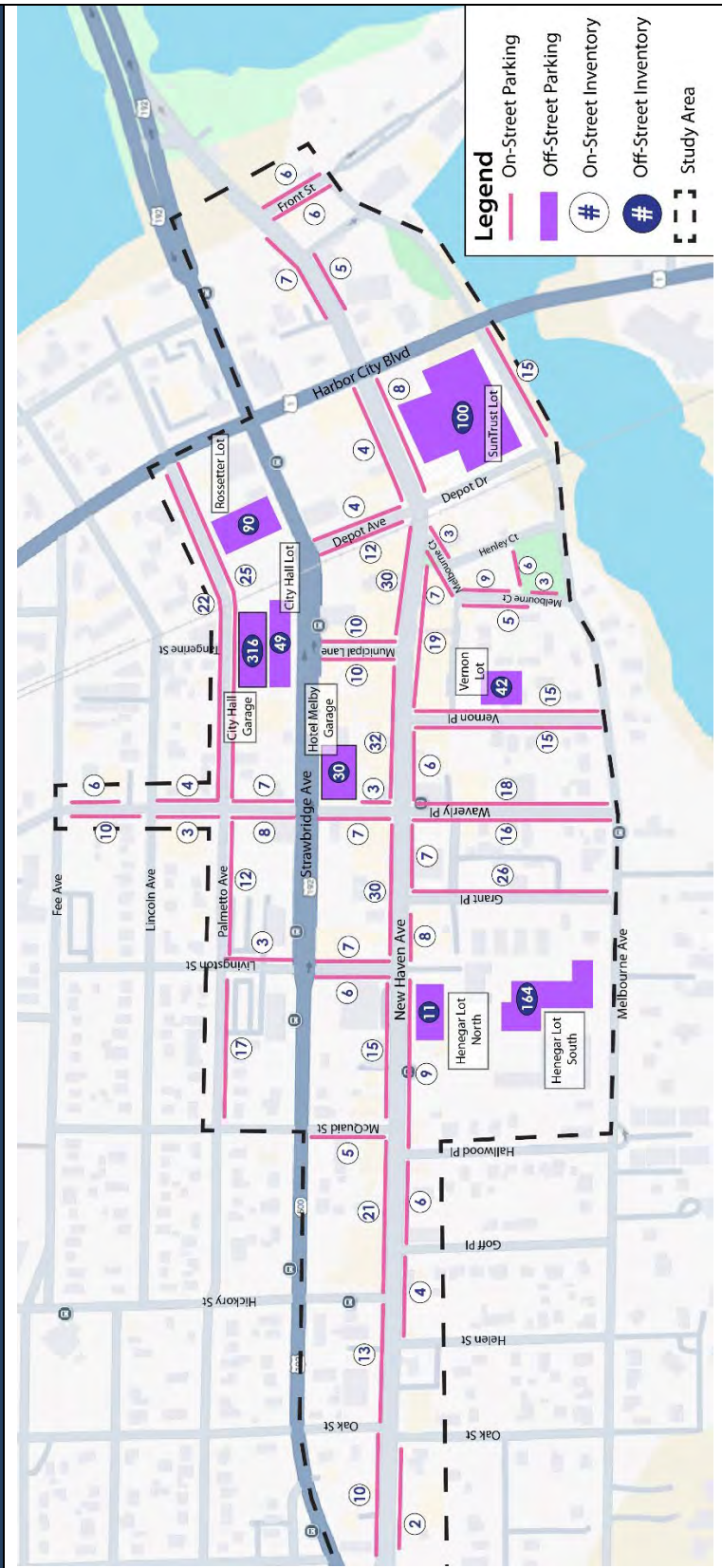


Figure 3: Downtown Melbourne Public Parking Supply



Existing Parking Demand

Parking demand refers to the number of parked vehicles observed or recorded at a particular time of day. Parking occupancy refers to the portion, represented as a percentage, of parking spaces that are occupied by vehicles at a specific time and date. THA conducted observations and parking counts of the Study Area on Thursday, January 23, 2025, from 10AM to 10PM, Friday, January 24, 2025, from 6PM to 10PM, and Saturday, January 25, 2025, from 10AM to 10PM to obtain parking utilization data that was representative of a typical weekday and weekend in the study areas.

Weekday Parking Demand

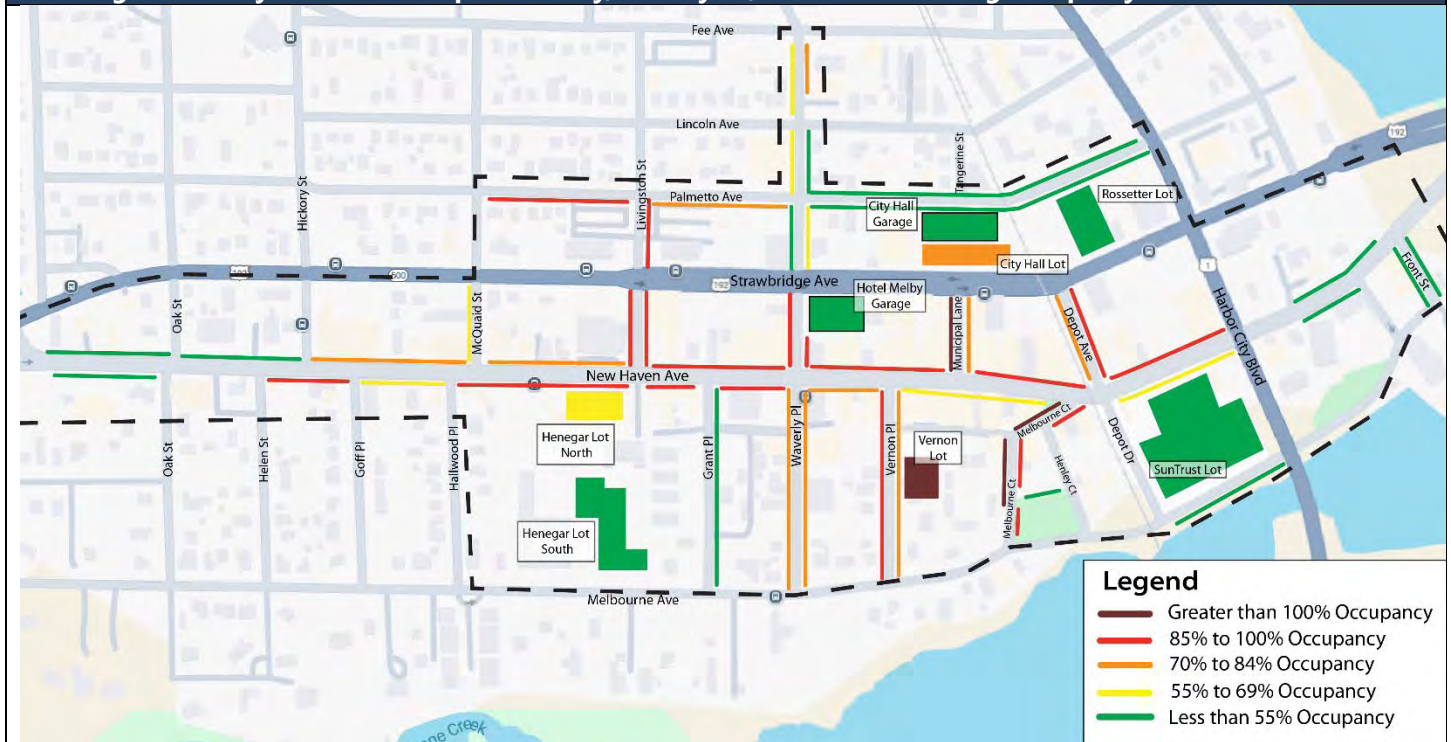
Table 2 below illustrates the on-street, off-street, and summary parking occupancy in the study area during the weekday count on Thursday, January 23, 2025.

Table 2: Study Area Parking Utilization – Thursday, January 23, 2025

Table 2: Study Area Parking Utilization – Thursday, January 23, 2025													
		Legend Overall Daily Peak On/Off-Street Daily Peak Greater than 100% Occupancy 85%-100% Occupancy 70%-84% Occupancy 55%-69% Occupancy Less than 55% Occupancy											
Location	Supply	Utilization - Thursday											
		10AM		12PM		2PM		6PM		8PM		10PM	
		#	%	#	%	#	%	#	%	#	%	#	%
On-Street													
New Haven Ave	236	157	67%	183	78%	163	69%	183	78%	126	53%	93	39%
Palmetto Ave	76	33	43%	30	39%	41	54%	28	37%	41	54%	42	55%
McQuaid St	5	1	20%	3	60%	2	40%	0	0%	0	0%	0	0%
Livingston St	16	14	88%	16	100%	13	81%	16	100%	13	81%	6	38%
Grant Place	26	6	23%	6	23%	3	12%	15	58%	8	31%	2	8%
Waverly Place	82	45	55%	60	73%	35	43%	61	74%	36	44%	30	37%
Vernon Place	30	9	30%	24	80%	17	57%	28	93%	15	50%	13	43%
Municipal Lane	20	18	90%	19	95%	18	90%	19	95%	16	80%	14	70%
Melbourne Court	23	20	87%	25	109%	20	87%	25	109%	23	100%	24	104%
Henley Ct/Melbourne Ct	6	3	50%	2	33%	4	67%	5	83%	5	83%	5	83%
Depot Ave	16	11	69%	14	88%	10	63%	18	113%	14	88%	9	56%
Melbourne Ave	15	0	0%	2	13%	0	0%	0	0%	1	7%	0	0%
Front St	12	2	17%	2	17%	3	25%	9	75%	2	17%	2	17%
On-Street Total	563	319	57%	386	69%	329	58%	407	72%	300	53%	240	43%
Off-Street													
City Hall Parking Garage	316	131	41%	129	41%	130	41%	45	14%	73	23%	90	28%
City Hall Surface Lot	49	43	88%	40	82%	35	71%	33	67%	28	57%	43	88%
Rossetter Lot	90	2	2%	0	0%	4	4%	0	0%	0	0%	0	0%
Hotel Melby Garage	30	8	27%	5	17%	9	30%	23	77%	15	50%	19	63%
Henegar Lot North	11	7	64%	6	55%	6	55%	8	73%	6	55%	2	18%
Henegar Lot South	164	63	38%	63	38%	83	51%	63	38%	62	38%	49	30%
Vernon Lot	42	39	93%	43	102%	40	95%	42	100%	32	76%	25	60%
SunTrust Lot	100	9	9%	19	19%	22	22%	48	48%	36	36%	19	19%
Off-Street Total	802	302	38%	305	38%	329	41%	262	33%	252	31%	247	31%
Grand Total	1365	621	45%	691	51%	658	48%	669	49%	552	40%	487	36%

Source: THA Consulting, Inc. 2025.

Figure 4: Study Area 'Heat' Map – Thursday, January 23, 2024 – Peak Parking Occupancy Occurred at 12PM



Source: THA Consulting, Inc. 2025.

The overall weekday peak parking occupancy was 691 spaces or 51% occupancy, which occurred at 12PM, as illustrated in Figure 4 above.

On-Street

- During the weekday counts of this area (Thursday, January 23), the peak on-street parking occupancy was 407 spaces or 72% occupancy, which occurred at 6PM.
- Livingston Street, Municipal Lane, Melbourne Court, and Depot Avenue were consistently the highest utilized streets, with 87% or greater occupancy for at least half of the times observed. Melbourne Court and Depot Avenue were parked beyond capacity.
- Blocks of New Haven Avenue were highly utilized between McQuaid Street and Harbor City Boulevard throughout the day, with most blocks at least 85% occupied at 12PM and 6PM. More remote blocks of New Haven Avenue were marginally occupied at most times.
- Palmetto Avenue west of Waverly Place was 86% occupied at 10AM and 12PM due to parkers from the adjacent church and high-rise apartment buildings.
- Palmetto Avenue east of Waverly Place, Grant Place, Melbourne Avenue and Front Street were less than 50% occupied at most times. These locations are approximately a 5-min walk from the center of Downtown, as illustrated in **Figure 9** later in the report.

Off-Street

- **During the weekday counts of this area (Thursday, January 23), the peak off-street parking occupancy was 329 spaces or 41% occupancy, which occurred at 2PM.**
- The Vernon Lot was the most consistently highly occupied off-street facility, having an illegal parker at 12PM and a 93% or greater occupancy between 10AM and 6PM.
- The City Hall Parking Garage, which provides the greatest supply of off-street public parking, had a 41% occupancy midday and decreased in the evening.
- The City Hall Lot was highly utilized in the morning and later in the evening, with 82% or greater occupancy at 10AM, 12PM and 10PM.
- The Rossetter Lot and the SunTrust Lot were less than 50% occupied at all times.
- The public valet spaces in the Hotel Melby Garage had a peak occupancy of 77% at 6PM.

Key Observations:

- Weather conditions were inclement at 12PM Thursday, with heavy precipitation prior to the 2PM count. Temperatures were low for the region and time of year throughout the day.
- The City Hall Garage is the most significant off-street parking resource for the Downtown Study Area. However, additional signage, lighting, and pedestrian connectivity enhancements would better promote the facility as a major public parking resource.
- Commercial vehicles were often observed blocking traffic on New Haven Avenue for midday loading and unloading, due to the lack of designated loading zones.
- No parking enforcement was observed during the parking counts.
- At 12PM Thursday, most block faces of New Haven Avenue between McQuaid Street and Harbor City Boulevard were 85% or greater occupied, and the west sides of Municipal Lane and Melbourne Court were parked beyond capacity.
- The Trinity Tower apartments charge for parking in their surface lots at Palmetto Avenue and Livingston Street, which causes residents to park on these streets. This is currently not an issue but may become an issue for future apartment developments.



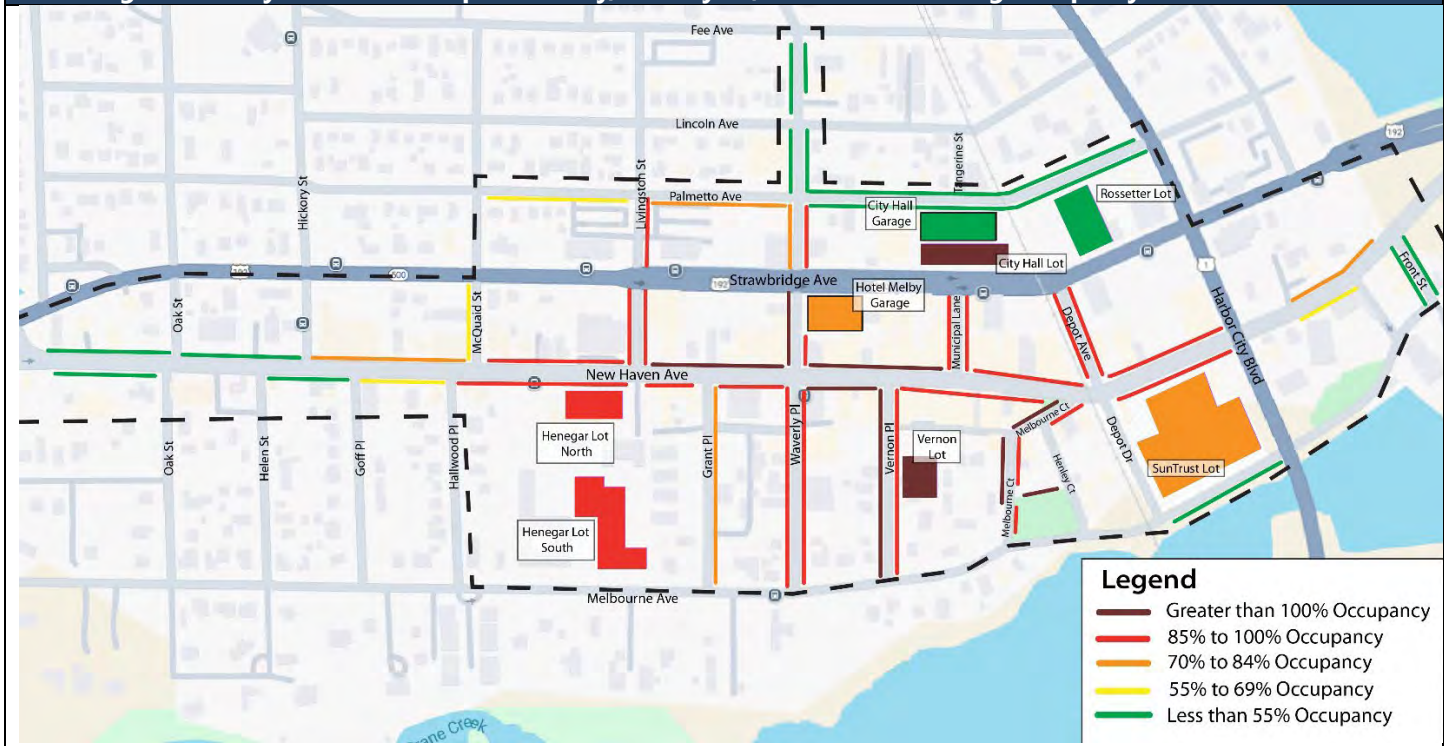
Weekend Parking Demand

Table 3 below illustrates the on-street, off-street, and summary parking occupancy in the study area during the weekend counts on Friday, January 24, 2025, and Saturday, January 25, 2025. The Friday counts are included in the weekend demand since all were conducted after typical business hours.

Source: THA Consulting, Inc. 2025.

Location	Supply	Utilization - Friday						Utilization - Saturday											
		6PM		8PM		10PM		10AM		12PM		2PM		6PM		8PM		10PM	
		#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
On-Street																			
	236	183	78%	189	80%	162	69%	171	72%	181	77%	197	83%	183	78%	200	85%	153	65%
New Haven Ave																			
Palmetto Ave	76	26	34%	53	70%	48	63%	20	26%	20	26%	22	29%	26	34%	37	49%	46	61%
McQuaid St	5	1	20%	0	0%	0	0%	5	100%	0	0%	0	0%	1	20%	3	60%	1	20%
Livingston St	16	4	25%	15	94%	15	94%	8	50%	15	94%	13	81%	15	94%	15	94%	18	113%
Grant Place	26	14	54%	14	54%	14	54%	5	19%	13	50%	15	58%	15	58%	19	73%	12	46%
Waverly Place	82	56	68%	50	61%	49	60%	36	44%	58	71%	44	54%	53	65%	57	70%	51	62%
Vernon Lane	30	31	103%	35	117%	32	107%	30	100%	29	97%	26	87%	26	87%	32	107%	27	90%
Municipal Lane	20	20	100%	15	75%	19	95%	14	70%	19	95%	19	95%	20	100%	19	95%	20	100%
Melbourne Court	23	15	65%	26	113%	23	100%	22	96%	24	104%	26	113%	24	104%	26	113%	19	83%
Henley Ct/Melbourne Ct	6	13	217%	13	217%	13	217%	4	67%	8	133%	7	117%	9	150%	7	117%	7	117%
Depot Ave	16	18	113%	14	88%	4	25%	0	0%	10	63%	15	94%	17	106%	16	100%	13	81%
Melbourne Ave	15	3	20%	0	0%	0	0%	2	13%	4	27%	8	53%	3	20%	0	0%	3	20%
Front St	12	1	8%	2	17%	0	0%	4	33%	7	58%	7	58%	2	17%	1	8%	0	0%
On-Street Total	563	385	68%	426	76%	379	67%	301	53%	389	69%	399	71%	394	70%	432	77%	370	66%
Off-Street																			
	316	59	19%	150	47%	167	53%	57	18%	63	20%	67	21%	84	27%	156	49%	195	62%
City Hall Parking Garage																			
City Hall Surface Lot	49	49	100%	46	94%	37	76%	23	47%	32	65%	26	53%	44	90%	50	102%	36	73%
Rossetter Lot	90	1	1%	2	2%	1	1%	1	1%	0	0%	2	2%	3	3%	0	0%	3	3%
Hotel Melby Garage	30	15	50%	13	43%	18	60%	14	47%	16	53%	14	47%	24	80%	23	77%	20	67%
Henegar Lot North	11	12	109%	13	118%	13	118%	2	18%	6	55%	7	64%	11	100%	11	100%	10	91%
Henegar Lot South	164	89	54%	157	96%	146	89%	53	32%	60	37%	59	36%	94	57%	160	98%	161	98%
Vernon Lot	42	42	100%	41	98%	34	81%	37	88%	41	98%	44	105%	40	95%	45	107%	39	93%
SunTrust Lot	100	84	84%	94	94%	64	64%	8	8%	29	29%	46	46%	69	69%	83	83%	45	45%
Off-Street Total	802	351	44%	516	64%	480	60%	195	24%	247	31%	265	33%	369	46%	528	66%	509	63%
Grand Total	1381	736	53%	942	68%	859	62%	496	36%	636	46%	664	48%	763	55%	960	70%	879	64%

Figure 5: Study Area 'Heat' Map – Saturday, January 25, 2024 – Peak Parking Occupancy Occurred at 8PM



Source: THA Consulting, Inc. 2025.

The overall weekend peak parking occupancy was 960 spaces or 70% occupancy, which occurred at 8PM on Saturday, as illustrated in Figure 5 above.

On-Street

- During the weekend counts of this area (Friday, January 24 and Saturday, January 25), the peak on-street parking occupancy was 432 spaces or 77% occupancy, which occurred at 8PM on Saturday.
- New Haven Avenue between McQuaid Street and Harbor City Boulevard, Livingston Street, Vernon Place, Municipal Lane, Melbourne Court, the Henley Court/Melbourne Court alley, and Depot Avenue were consistently the highest utilized streets, with 87% or greater occupancy for at least half of the times observed.
- Vernon Place, Melbourne Court, and the Henley Court/Melbourne Court alley were parked beyond capacity at multiple times. The Henley Court/Melbourne Court alley had 13 parkers present Friday night despite having only 6 marked parking spaces.
- Waverly Place between Melbourne Avenue and Strawbridge Avenue, as well as the blocks of New Haven Avenue immediately west of McQuaid Street and Hallwood Place, were consistently more utilized during the weekend counts than during the weekday, having 86% or greater occupancy for at least half of the times observed.
- McQuaid Street, Grant Place, Melbourne Avenue and Front Street had significant availability, having 58% or less occupancy at most times.

Off-Street

- **During the weekend counts of this area (Friday, January 24 and Saturday, January 25), the peak off-street parking occupancy was 528 spaces or 66% occupancy, which occurred at 8PM on Saturday.**
- Vernon Lot, City Hall Lot, and Henegar Lots North and South were highly utilized both nights, all at 94% or greater occupancy at 8PM both nights. Vernon Lot, City Hall Lot, and Henegar Lot North were parked beyond capacity.
- The City Hall Parking Garage had a peak occupancy of 62% at 10PM Saturday, leaving 121 available spaces.
- The SunTrust Lot peaked at 94 parkers or 94% occupancy at 8PM on Friday, most of which were parked on the uneven dirt section adjacent to New Haven Avenue.
- As observed during the weekday, the Rossetter Lot was the least occupied, with less than 5 parkers at any given time.
- The public valet spaces in the Hotel Melby Garage had a peak occupancy of 80% at 6PM Saturday.

Key Observations:

- Vernon Lot consistently had illegal parking along the end cap of the parking island on Saturday.
- The portion of the SunTrust Lot adjacent to New Haven Avenue was highly utilized both nights. The City does not control this property; however, it is a valuable parking resource for the Downtown and would benefit from improved facility maintenance and lighting.
- The upper levels of the City Hall Parking Garage were mostly unoccupied at peak times, with very few parkers above the first two levels. A few vehicles were parked on the top level of the garage at peak times.
- Security was present in the booth of the City Hall Parking Garage on both nights.
- No parking enforcement was observed during the parking counts.
- Vehicles were seen parked on Hallwood Place next to the intersection with New Haven Avenue during the day on Friday and Saturday. These vehicles were assumed to be employees of the adjacent restaurant.
- All block faces of New Haven Avenue between McQuaid Street and Harbor City Boulevard, as well as most of the on-street parking adjacent to them, were at least 85% occupied, with several street sections occupied beyond capacity.
- The unmarked alley between Henley Court and Melbourne Court was occupied beyond capacity (5 standard parking spaces and 1 ADA space), with up to 8 illegal parkers on the north side of the alley. Most of these illegal parkers were patrons of the two adjacent restaurants on Henley Court.
- Many of the vehicles in Henegar Lot South were observed to be long-term parkers from the surrounding apartments, thereby limiting the parking available to Downtown patrons and employees.

Seasonal and Weather Adjustment

Please note that due to the schedule of the parking study, THA performed parking counts from January 23-25, which is not the peak time of year for visitors in the region. In addition, weather conditions were not optimal during the Thursday and Friday counts, with intermittent rain and temperatures lower than normal for the region and time of year. Therefore, these dates may not have been representative of "typical" parking conditions in the study area. To adjust for the time of year and weather conditions, THA applied an adjustment to the documented parking demand to better reflect typical parking conditions. To apply the adjustment, THA reviewed the monthly Leisure and Hospitality Employees in the Palm Bay-Melbourne-Titusville, FL Metro Area in 2024, which indicated that the number of employees in this sector in January 2024 was approximately 2.3% less than during the peak month of May 2024. Considering the effect of poor weather conditions during the parking occupancy counts and the employee adjustment by month, we applied an overall adjustment of **5%** to

the parking demand observed in late January, reflecting an **increase of 35 spaces to weekday peak demand count and 48 spaces to the weekend peak demand count.**

Effective Parking Supply Reduction

Another consideration in projecting future parking adequacy is the “effective” parking supply. It is essentially a cushion used to adjust the available parking supply to account for parking spaces lost due to mis-parked vehicles, construction, the difficulty of locating parking, and the natural ebb and flow of vehicles in and out of parking spaces. It considers that a parking supply operates at a peak efficiency when parking occupancy is less than 95% of the supply. When occupancy exceeds this level, patrons may experience delays and frustration while searching for the last few remaining spaces. This condition creates a perception that the supply is inadequate even when there are some spaces still available. For the study area, we have assigned a 5% cushion (i.e. a 95% effective supply factor) to all on- and off-street parking spaces. The result is **1,297** projected “effective” parking spaces, which **reflects a parking supply reduction of 68 spaces.**

Existing Parking Adequacy

To determine the current parking adequacy for the study area, we compare the adjusted parking demand against the effective parking supply.

Weekday

On-Street Parking

- 95% effective parking supply ratio (535 parking spaces).
- Peak on-street parking occupancy: 407 spaces
- Seasonal adjustment of 5% (20 parking spaces)
- **Surplus of 108 spaces during peak utilization at 6PM. (535 spaces – 427 spaces = 108 spaces).**

Off-Street Parking

- 95% effective parking supply ratio (762 parking spaces).
- Peak off-street parking occupancy: 329 spaces
- Seasonal adjustment of 5% (16 parking spaces)
- **Surplus of 417 spaces during peak utilization at 2PM. (762 spaces – 345 spaces = 417 spaces).**

Table 4 below illustrates the parking adequacy during the overall weekday peak, Thursday 12PM:

Table 4: Existing Parking Adequacy Summary – Overall Peak – Thursday 12PM						
		Existing Supply	Effective Supply (95%)	Existing Demand	Seasonal Adjustment (5%)	Existing Adequacy
	On-Street	563	535	386	405	130
	Off-Street	802	762	305	320	442
	Total	1,365	1,297	691	726	571

Source: THA Consulting, Inc. 2025.

Weekend

On-Street Parking

- 95% effective parking supply ratio (535 parking spaces)
- Peak on-street parking occupancy: 432 spaces
- Seasonal adjustment of 5% (22 parking spaces)
- **Surplus of 81 spaces during peak utilization at 8PM. (535 spaces – 454 spaces = 81 spaces).**

Off-Street Parking

- 95% effective parking supply ratio (762 parking spaces)
- Peak off-street parking occupancy: 528 spaces
- Seasonal adjustment of 5% (26 parking spaces)
- **Surplus of 208 spaces during peak utilization at 8PM. (762 spaces – 554 spaces = 208 spaces).**

Table 5 below illustrates the parking adequacy during the overall weekend peak, Saturday 8PM:

Table 5: Existing Parking Adequacy Summary – Overall Peak – Saturday 8PM						
		Existing Supply	Effective Supply (95%)	Existing Demand	Seasonal Adjustment (5%)	Existing Adequacy
	On-Street	563	535	432	454	81
	Off-Street	802	762	528	554	208
	Total	1,365	1,297	960	1,008	289

Source: THA Consulting, Inc. 2025.

While the existing peak parking adequacy of 289 is significant, the vast majority of these available spaces are in off-street facilities or on street blocks outside of the core area of the Downtown. As observed during the peak weekday and weekend counts, on-street parking demand was greater than 80% in the Study Area between McQuaid Street, Harbor City Boulevard, and Strawbridge Avenue.

Future Parking Demand Analysis

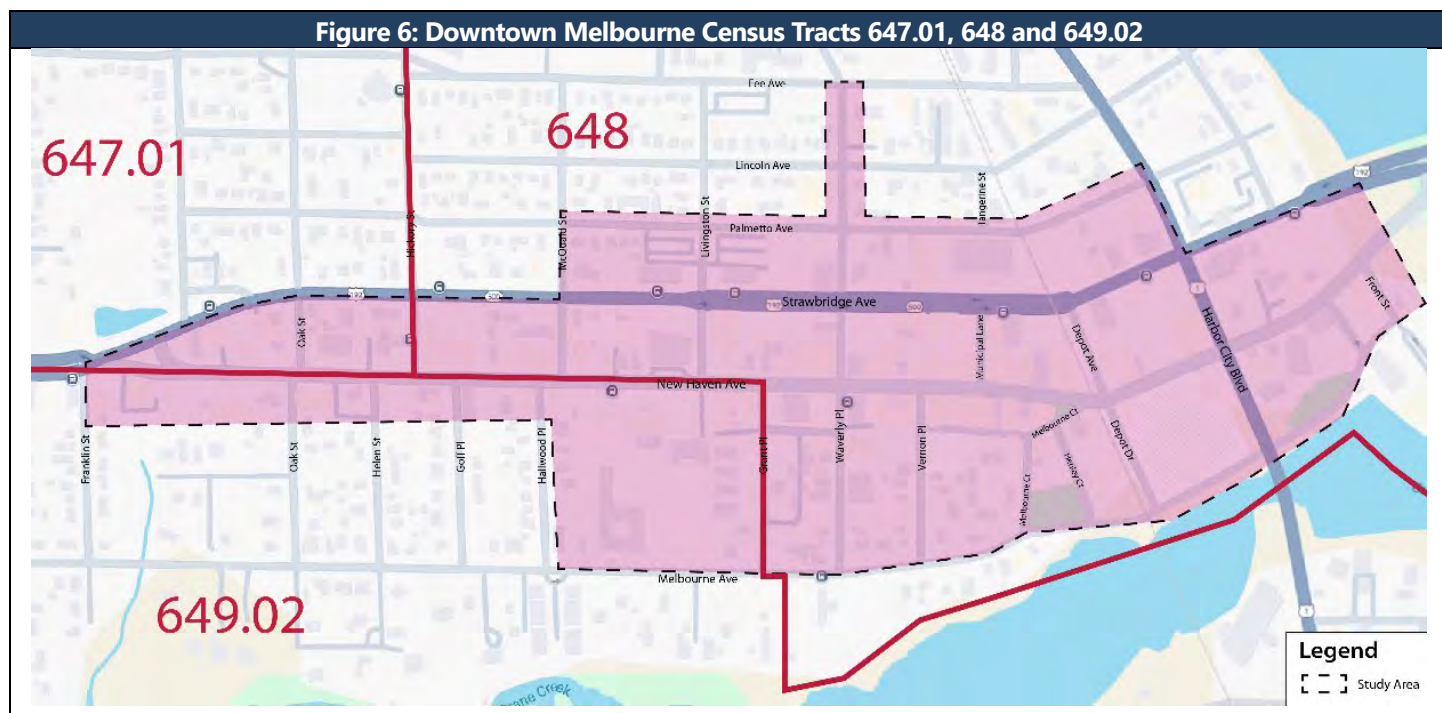
The intent of THA's Future Parking Demand Analysis is to project future parking demand to determine the extent to which there will be adequate parking resources or an anticipated deficit. To project future parking adequacy in the study area over the next 5-7 years, THA projected the following future growth scenarios:

1. Parking demand from anticipated normal population growth in Melbourne and Brevard County
2. Development projects in or immediately adjacent to the study area
3. Lease Up of Vacant Commercial Properties in Study Area
4. Loss of Existing Parking Spaces from Downtown Improvements

Future Normal Growth

To determine the increase in parking demand from changes in population growth and increased economic activity in the study and surrounding areas, we used study area census tract data to assess anticipated population growth in Brevard County, City of Melbourne, and the Downtown.

Figure 6 defines the boundary of the Downtown census tracts and study area. The study area includes portions of the following Census Tract(s): *Tract 647.01, Tract 648, and Tract 649.02 per the 2020 Census.*



Source: US Census Bureau, THA Consulting, Inc. 2025.

- From 2019-2023, the population of Brevard County increased at a rate of 1% annually.
- From 2019 to 2023, the population of Melbourne has on average increased by 1% annually and increased by 5% overall.
- From 2019 to 2023, the downtown population, represented by census tracts 647.01, 648, and 649.02, increased by 10.7% with an average annual increase of 4%.
- Between 2019 and 2023, **the average annual change in percentage among these four (4) geographic areas is 2.1%.**



Table 6: Population Trend from 2019 to 2023

Year	Brevard County		Melbourne		Downtown Melbourne (Census Tracts 647.01, 648, 649.02)		Average Change %
	Total	Change %	Total	Change %	Total	Change %	
2019	585,507		81,468		7,080*		
2020	594,001	1%	82,281	1%	9,858	N/A	
2021	601,573	1%	83,500	1%	10,011	2%	
2022	610,723	2%	84,982	2%	10,643	6%	
2023	620,533	2%	85,718	1%	10,940	3%	
5 Year Annual Avg Change (2019-2023)		1.5%		1.3%		3.6%	2.1%
Cumulative 5-Year Change		5.9%		5.1%		10.7%	7%

*Census tract 647.01 was not designated prior to the 2020 Census. The population change between 2019 and 2020 for Downtown Melbourne shown is impacted by the change in census areas and was not included in the annual average change calculation.

Source: US Census, ACS Demographic and Housing Estimates 5-Year Estimates, Table DP05 2019-2023

To estimate the increase in parking demand from changes in future population growth and increased economic activity in the study area, we applied a **1% annual increase** on the existing peak weekday and weekend parking demand. As a result, the total parking demand increase over the next five (5) years attributed to normal growth is estimated **at 37 spaces on weekdays and 51 spaces on weekends**.

Table 7: Estimated Future Parking Demand (Weekday and Weekend) from Normal Growth

Peak Demand	2025 (Baseline)	2026	2027	2028	2029	2030	Total Increase
Weekday Demand	726	733	740	748	755	763	37
Weekend Demand	1,008	1,018	1,028	1,039	1,049	1,059	51

Source: THA Consulting, Inc. 2025.

Development Growth

To contemplate the impact of new real estate development on future parking demand in the study area, THA analyzed the VIEW Apartments development project. The 246-unit apartment building is set to begin construction in 2025 and expects to be completed by 2028. The project will be located at 2100 Melbourne Court, adjacent to the Vernon Lot and Holmes Park, and will include a mix of studio, one-bedroom and two-bedroom units comprising approximately 273,500 sf. The project will include a 340-space structured parking facility for its residents. Other properties in the study area were mentioned as development opportunities in the future, but due to the lack of specific information at the time of this study with regards to the size, development program, and schedule, these properties were not included in the future parking demand and adequacy analysis.

For the purposes of this study, THA assumes that the off-street parking supply included in the development meets the City's zoning requirements and will be managed effectively to satisfy the development's parking needs. A development project of this significance will generate additional traffic and vehicular activity in the Downtown, considering its proximity to New Haven Avenue and Municipal Lane. This increased activity will increase utilization of the study area's public parking, especially the on-street parking in proximity to the new developments. Some residents in the new development may seek to avoid the fee to park on-site and park on nearby streets, thereby negatively impacting the parking availability for patrons of Downtown businesses.

Lease Up of Vacant Commercial Properties

During THA's parking occupancy counts, several vacant storefronts and buildings in the Downtown were observed. Considering that some of these properties were located along high-demand parking streets, the future lease of any number of these properties may have an impact on the already high-demand on-street spaces there. Upon discussions with City representatives, 28 vacant properties within the Downtown Study Area were identified, totaling approximately 100,000 SF. We projected the following lease-up assumptions:

- 50% lease-up of the present vacancies over the next 5 years (50,000 SF)
- 12,500 SF of retail space
- 25,000 SF of office space
- 7,500 SF of restaurant space
- 5,000 SF of bar space
- 75% of the leased office space would provide parking on site
- 20% of the retail, restaurant and bar space would provide parking on site

As per the **City of Melbourne Ordinance Article V: Parking and Loading Requirements (see Appendix B)**, we applied the following parking ratios for the projected new commercial space:

1. **Service Retail:** As per the City's parking requirements, we applied one space per 300 SF or 3.33 spaces per 1000 SF of retail use.
2. **Restaurant:** As per the City's parking requirements, we applied one space per 3 seats. This is represented by a ratio of one space per 90 SF or 11.11 spaces per 1,000 SF, assuming each seat would require 15 SF of dining area, and that the total dining area of the restaurant SF would be 50% of the gross floor area.
3. **Bar:** As per the City's parking requirements, we applied one space per 65 SF or 15.38 spaces per 1000 SF of bar use.
4. **Office:** As per the City's parking requirements, we applied one space per 300 SF or 3.33 spaces per 1000 SF of office use.

To estimate the amount of parking necessary to meet the projected lease-up demand for the study area, THA used shared parking methodology. Shared parking methodology is an accepted parking planning tool, endorsed by the Urban Land Institute (ULI), the and the American Planning Association (APA), to identify and right-size the amount of parking needed, understanding that in mixed-use downtowns, parking spaces can be shared among different land uses and user groups without conflict because the different uses often have varying peak utilization times. **Table 8** below summarizes THA's shared parking analysis:

Table 8: Downtown Melbourne Vacancy Lease Up – Shared Parking Analysis

Downtown Melbourne Vacancy Lease Up			Central Business Overlay Zone (CB-OZ)	Parking Spaces Required	Parking Provided On-Site	Parking Not Provided On- Site
Retail	12,500	SF	3.33 /1000 SF	42	8	34
Office	25,000	SF	3.33 /1000 SF	83	62	21
Restaurant	7,500	SF	11.11 /1000 SF	83	17	66
Bar	5,000	SF	15.38 /1000 SF	77	15	62
Parking Required				285	102	183
Parking Required On-Street with Shared Parking Analysis (Weekday 12PM)				(6% Reduction)		172
Parking Required On-Street with Shared Parking Analysis (Weekend 7PM)				(25% Reduction)		137

Source: THA Consulting, Inc. 2025.

Allowing for shared parking, we projected that the on-street demand will increase by an estimated peak weekday parking demand of 172 spaces at 12PM and an estimated peak weekend parking demand of 137 spaces at 7PM.

Loss of Existing Parking Spaces

An anticipated change to Melbourne’s Downtown parking supply in the next 5 years is the planned Downtown Core Streetscape Project. This project is planned to be conducted in phases and include a reconfiguration of New Haven Avenue. Once completed, the angled parking spaces on the north side of New Haven Avenue will be parallel spaces, resulting in a net **loss of 28 on-street spaces**.

Future Adequacy Summary

Table 9: Projected Future Adequacy of Public Parking 2025-2030

Future Weekday Parking Adequacy		Future Weekend Parking Adequacy	
Demand	Spaces	Demand	Spaces
Current Peak Demand (with Seasonal Adjustment)	726	Current Peak Demand (with Seasonal Adjustment)	1,008
Future Normal Growth	37	Future Normal Growth	51
Vacant Space Lease Up	172	Vacant Space Lease Up	137
Future Demand	935	Future Demand	1,196
Supply		Supply	
Existing Supply (with Effective Supply Reduction)	1,297	Existing Supply (with Effective Supply Reduction)	1,297
Loss of Spaces from Downtown Improvements	(28)	Loss of Spaces from Downtown Improvements	(28)
Total Supply	1,269	Total Supply	1,269
Future Parking Adequacy (Surplus/Deficit)	334	Future Parking Adequacy (Surplus/Deficit)	73

Source: THA Consulting, Inc. 2025.

In summary, the overall supply of on and off-street parking in the study area is projected to approach full utilization as outlined in the projection herein. However, the increase in future demand will further reduce the availability of the City’s highly convenient on-street and off-street parking, specifically New Haven Avenue, Livingston Street, Municipal Lane, Melbourne Court, Depot Avenue, Vernon Lot, and the City Hall Lot. The reduced availability of these highly utilized resources will further frustrate downtown visitors and patrons, causing increased vehicular cruising in search of parking spaces and potential loss of patrons to the downtown area. Given that some of the off-street facilities presently have a significant available parking supply—mainly the City Hall Parking Garage, the Rossetter Lot, and the SunTrust Lot—it is imperative that

parking demand in the highly utilized areas be redistributed to underutilized locations through the proper management, enforcement, and potential implementation of fee parking as outlined further in this study. It is anticipated that future parking demand can be effectively accommodated, assuming the City Hall Parking Garage remains a public parking facility and the surface lots remain available as public parking. Should the Sun Trust Lot (100 spaces) be developed in the future without providing replacement public parking, the weekend parking surplus referenced in **Table 9** may become a deficit.

Stakeholder Engagement Summary

In addition to our field parking counts and observations in the study area, THA worked with the City to obtain insights, feedback, and recommendations from elected officials and stakeholders impacted by parking conditions to obtain valuable input regarding parking conditions and to help guide parking management recommendations. THA conducted individual meetings with elected City officials and hosted, in conjunction with the City, two (2) public meetings on January 24, 2025, with Downtown business owners (Melbourne Main Street, Inc.), residents, and other stakeholders to obtain meaningful information, opinions, recommendations, and feedback related to the parking conditions in the study area. At the two meetings, there were about 45 attendees. During the meetings, THA gave an overview of the scope and goals of the parking study and then broke out into three (3) individual stations where THA representatives listened to and recorded complaints, concerns, and recommendations. Outlined below is a summary of the recorded comments:

Melbourne Stakeholder Meeting Comments:

1. Consider having police patrols at night, Thursday-Saturday until 3AM at the Municipal Garage.
2. Have security walk/monitor streets during same times.
3. Address ADA concerns related to mobility/ create additional ADA parking.
4. Long term/daily parking options needed. Provide monthly/annual permits.
5. Include 15 min/loading/curbside pickup spaces on-street.
6. Parking before 8AM may be ridesharing to Air Force base.
7. Parking lot off Vernon Street is used by employees.
8. Implement/improve communication strategy prioritizing garage and other parking changes.
9. Improve public parking signage for garage or way signage leading to garage.
10. Difficult marketing to students – businesses aging out and closing often.
11. Street/sidewalks need maintenance. Improve pedestrian infrastructure to be safer crossing over to municipal garage. Implement/improve lighting and crosswalks.
12. Parking enforcement is needed.
13. Consider shuttles + accessibility within city and to prominent locations.
14. Establish a funding mechanism.
15. Utilize hotel parking for all valet, monitoring use.



16. Consider time limit of 2-3 hours.
17. Cars parking along the railroad track.
18. Trinity towers residents park on the street.
19. Surface lot improvements for deteriorated lots and connecting streetscapes.
20. Use Mobile LRR for time limit enforcement mechanism.
21. Parking should be sensitive to account for vacant businesses.
22. Implement APP based plus pay station.
23. Vehicles seen parking in the fire lanes.
24. Event parking shortage.
25. Lacking wayfinding signage. Awareness of where parking is located is an issue.
26. Implement valet at larger lots with golf cart service.
27. Concern with elderly population's ability to use technology.
28. Parking revenue investment should go back to downtown.
29. Side street access is blocked by parked cars.
30. Consider centralized valet option.
31. Consider alley beautification efforts.

Parking Management

As the City understands, given the existing and projected future parking conditions, it is increasingly important that the City establish a successful parking management program for the study area to support the City's economic development and a viable downtown center. Proper parking management improves user convenience, provides more available parking spaces for multiple users, reduces congestion, and can potentially generate revenue to support parking and other downtown improvements, including alternative modes of transportation, downtown aesthetic, and infrastructure improvements. In addition, proper parking management and planning can lead to more efficient land use, thereby supporting future economic development. However, not every municipality realizes the importance of integrating all aspects of providing public parking within the framework of a "parking system or program." In Melbourne, key elements of the parking system are decentralized and various parking functions are often performed independently by individual departments within the City government.

When parking functions are divided between multiple municipal departments, no single department or manager has the full authority to plan, supervise, and operate municipal parking services. Due to this lack of centralization, there is less planning, performance analysis, and control of the entire parking system and operations. Another challenge with the delivery of parking functions and services by multiple departments is that the municipality often lacks a clear understanding of the actual cost of providing public parking services. No single department head prepares a unified parking budget to determine the total expenses, including manpower, salaries and wages, equipment, supplies, vehicles, fuel, maintenance costs, insurance, utilities, and outside contractor expenses, associated with providing these services.

The effective way to provide municipal parking services is via a unified parking program or system. In this context the term "parking system" means the delivery of municipal parking services to the public by a single entity charged with the responsibility of planning, managing, and operating all individual aspects or functions of on- and off-street parking services. The City's valuable parking assets are currently not managed by a single responsibility center. While a hands-off approach

has worked for many years, the increased demand, development growth, and downtown economic conditions have surpassed the effectiveness of this casual method of parking management. The recommendations outlined in this report are intended to provide the City with direction, strategies, and recommendations to form a single responsibility center to better manage their public parking resources, improve access to the downtown study area, improve compliance of the parking regulations, increase safety, and potentially generate revenue to help offset the costs associated with operating and maintaining the public parking system.

3rd Party Parking Management

While the City can certainly undertake the development of a parking management department or entity within City government, in many smaller communities such as Melbourne, municipalities often lack the resources and parking-specific operational and technological expertise to quickly develop the single responsibility center for public parking management. In addition, the continual staffing and labor required for parking management and enforcement is often a challenge for municipalities, who do not regularly recruit and maintain an adequate force of part-time, full-time, and seasonal labor that can turnover rapidly. Accordingly, with the City's present parking management and staffing infrastructure and the need to establish a beneficial parking program expeditiously, THA recommends the outsourcing of the municipal parking management services to a qualified third-party commercial parking operator.

Many governmental entities, including several Florida cities such as Daytona Beach, Fort Lauderdale, Jacksonville, Clearwater, and Fort Myers, outsource the administration and management of their parking systems or portions thereof, to oversee and optimize parking operations. These companies often handle tasks such as staffing personnel, providing associated administration services, monitoring and enforcing parking areas, and integrating technology solutions to enhance efficiency and convenience. Managing and administering the City's parking resources is a resource-intensive function, especially if the City moves to a paid parking environment in the future. Leveraging the expertise of a specialized parking provider can provide benefit in several areas:

Enforcement and Permit Issuance: Administering parking citations and permits requires a system for managing staff, permit applications, renewals, and establishing standard operating procedures. Commercial parking operators bring tested software platforms and operational expertise to streamline this process. By outsourcing permit issuance, the operator can:

- Reduce administrative burdens on internal staff.
- Enhance the user experience with efficient, technology-driven systems.

Facility Inspections: Regular facility inspections are critical to maintaining safety, functionality, and compliance in parking facilities. Outsourcing this function offers the following benefits:

- Access to parking industry staff familiar with regulations and best practices.
- Inspection reports with actionable recommendations.
- Reduced liability by ensuring proactive maintenance planning.

Upgrades of Parking Management Systems and Equipment: Upgrading a parking management system requires investment and expertise. A commercial parking operator can:

- Assess current systems and recommend cost-effective, scalable upgrades.
- Implement modern technologies such as automated vehicle recognition and gates.
- Provide ongoing maintenance and support to ensure reliability.
- Avoid the upfront costs and learning curve of implementing parking management upgrades.

Scalability: The City's parking needs will regularly evolve, whether due to downtown growth, technological advancements, or ordinance changes. Commercial parking operators offer the flexibility to:

- Scale operations up or down to match changing demands.
- Implement system upgrades or process improvements efficiently.
- Address future challenges without overwhelming in-house resources.

Financial Oversight

- Developing revenue and expense projections to ensure financial sustainability.
- Manage RFPs for parking operations, ensuring competitive bidding and optimal contract terms.
- Conduct operational policy reviews to identify areas for cost savings and revenue enhancement.

Operational Optimization

- Provide recommendations on parking enforcement strategies, including technology integration, to maximize compliance and revenue generation.
- Offer guidance on industry best practices to improve efficiency, safety, and customer satisfaction.
- Identify opportunities for modernization of parking facilities to enhance convenience and security (such as implementation of EV charging stations and pay-by-phone technology).

Daily Parking Management

- Resolve customer service complaints.
- Address government and community relations matters related to parking.
- Support new parking lot capital projects.

Numerous firms have experience managing public and governmental parking systems including but not limited to:

SP Plus / Metropolis <https://www.metropolis.io/>

ProPark <https://www.propark.com/>

Laz Parking <https://www.lazparking.com/>

Reimagine Parking <https://reimaginedparking.com/>

Premium Parking <https://www.premiumparking.com/>

VPNE Parking Solutions <https://vpne.com/>

One Parking <https://oneparking.com/>

Florida law authorizes municipalities (and other local governments) to utilize contracts competitively procured by fellow government entities. Using this approach may save the City time in securing a third-party parking management company rather than soliciting proposals through an independent procurement process. The following cities have engaged with private parking companies to manage their public parking:

City of Pompano Beach – One Parking

City of South Miami – Laz Parking

Lauderdale by the Sea – One Parking

To proceed in this manner, THA recommends the following:

1. Contact the referenced municipalities to review the competitively procured agreements.
2. Confirm scope & term and ensure that the scope of work, pricing, and contract term align with your needs and the original solicitation's authorized duration.

3. Formalize your participation under the existing contract, typically via an interlocal agreement.
4. Keep records demonstrating that the original procurement complied with the competitive requirements applicable to your municipality.

Municipal Parking Division

Even with the engagement of a third-party operator (operator), it is important to have a designated municipal parking division and supervisor. The primary role of the division and supervisor is to oversee the commercial operator's contract, supervise their performance, and assist in the provision of parking management-related services. The parking division can stand alone or be a subsidiary of a larger department such as police, administration, economic development, DPW or finance. The City should centralize the provision of parking services and the oversight of the operator contract under one City division, a "single responsibility center." Responsibilities of the parking division would include but are not limited to the following:

- Work with the operator to identify opportunities for enhancement and adoption of best practices to maximize the utilization of existing parking resources
- Oversight, and evaluation of the operator contract and services
- Provide a monthly / quarterly report to City leadership
- Attend parking-related meetings with City officials and community stakeholders as requested
- Work with the operator to develop parking administration & operational budgets
- Oversee and approve the purchasing of equipment and items as presented by the operator
- Evaluate the operator's response to customer inquiries and complaints
- Ensure that the operator is updating the City's parking communications / webpage as needed
- Work with the operator to establish and update enforcement strategies and priorities as needed
- Conduct parking facility tours / inspections on a regular basis
- Analyze existing parking enforcement zones and recommend adjustments as required
- Analyze existing off-street parking lot utilization to maximize utilization
- Review opportunities to enhance operations with updated parking management technology
- Review opportunities to enhance the financial performance of the parking system



Operations Reporting

The proposed City parking division, in coordination with the contractor, should develop a monthly operations report to track the financial and operational performance of the Parking Division. By tracking key indicators such as customer interactions, equipment status, citation issuance, and merchant and resident complaints, the City will have a clear view of its parking system's operational and financial performance. Another goal of the effective management of the City's parking assets, if fee parking is instituted at some point, is to generate adequate revenue to cover operating expenses and potentially net

revenue, which can be re-invested in the downtown improvements such as new parking facilities, additional maintenance services, lighting, landscaping, etc.

Parking Advisory Committee

Another valuable tool in municipal parking management is the establishment of a Parking Advisory Committee. Understanding that parking issues, challenges, and complaints are an ongoing and evolving situation in many downtown areas, the City should establish a Parking Advisory Committee that meets regularly to discuss parking issues and concerns. The goal of the Parking Advisory Committee (PAC) is to have a forum for exchanging concerns, ideas, and solutions to enhance the parking program. The PAC would meet on a regular basis—every quarter—and include the following stakeholders: the parking division supervisor, the parking operations manager, the Melbourne Police Department’s Strategic Traffic Enforcement Unit, local merchants, downtown and area residents, landlords, etc. The purpose of the committee is to review, discuss, and identify parking issues or concerns with the intent of addressing problems and making recommendations to the City parking department / division or City Council for the adoption of updated or revised parking policies and ordinances. The PAC is an excellent forum for coordinating the necessary communication between stakeholders and parking management personnel and would provide the City with a resource to identify and field parking issues and complaints, thereby reducing the amount of City Council meeting time dedicated to parking problems.



Parking Management Phase 1 – Enforcement

Based on collected information, study area observations, parking occupancy counts, and stakeholder feedback, THA recommends that the first step in proactively managing the study area’s parking is to properly enforce time limits to promote turnover of the high demand on-street parking areas and redistribute parking to less-utilized areas. One of the most important aspects of overall parking operations is parking enforcement. Proper enforcement of parking regulations regulates the use of parking, lessens safety hazards, and reduces the number of accidents. A successful enforcement program promotes on-street parking turnover to support local business districts. Paramount to successful parking enforcement is that the program is perceived by the public as consistent, fair, and not arbitrary and capricious.

On–street parking is often the most convenient parking, and the appropriate turnover of these highly convenient spaces is critical to providing access to the downtown businesses. If the current 3-hour time limit on-street in the Downtown was consistently enforced, longer-term parkers, primarily business owners and employees, would be dissuaded from taking the most convenient spaces in high-demand areas. Enforcing consequences for unsafe parking practices is also essential in areas where enforcement was previously nonexistent. By dissuading unsafely parked vehicles, stakeholders and pedestrians will experience another positive effect of enforcement.

Figure 7: Proposed Organizational Chart for the Melbourne Parking Division



To improve the consistency of enforcement, the City should consider the following recommendations:

- Produce and track summary enforcement reports related to ticket issuance by type, zone, and parking enforcement officer (PEO). This information will identify appropriate benchmarks and help determine if enforcement is consistent. The enforcement supervisor should review the enforcement reports to ensure compliance with enforcement expectations daily. Specifically, the supervisor should review the enforcement data to identify if there are any time “gaps” throughout the day which indicate the amount of time elapsed between parking citations.
- Ensure that enforcement staffing hours and zones are consistent to ensure regular enforcement of all areas, thereby reducing complaints that enforcement is arbitrary, irregular, and capricious. In general, PEO patrol routes should be established and scheduled consistently in all time limit areas to effectively dissuade overtime parking, double parking, and other traffic/pedestrian safety violations and to promote turnover of the parking spaces to accommodate more users throughout a typical day.
- Warnings should be issued as a preliminary step to violators prior to increased enforcement to educate the parkers as to the need for consistent enforcement of time limit and transient parking. Enforcement can issue a warning to first time limit offenders and provide a 10-15-minute grace period over the time limit before issuing a violation.
- Based on THA’s parking occupancy counts and feedback from the stakeholder engagement meetings, we recommend the following hours of enforcement: 9am-9pm Monday-Saturday. The consistent time limit enforcement of highly utilized on-street spaces along New Haven Avenue and adjacent streets will be necessary both during the workday and in the evenings to prevent employee parking on-street in front of businesses.
- Should the enforcement of the existing 3-hour time limit not be effective in producing adequate turnover of the highly utilized on-street parking, the City should reduce the time limit of the referenced streets to a 2-hour time



limit or move to implement fee parking as outlined later in the report. The remaining on-street parking can remain at the 3-hour time limit, to provide a longer-term parking option, until such time as parking demand increases, warranting the higher turnover of these areas.

- Limit the storage of vehicles in public off-street facilities, as observed during THA's parking occupancy counts of the Henegar South Lot and the City Hall Parking Garage, by prohibiting overnight parking. Melbourne Police Officers can periodically patrol parking facilities and issue warnings/violations to vehicles observed parked overnight.

Parking Enforcement Technology

Parking management, enforcement, permit issuance, and fee collections systems today are increasingly license plate-based, meaning that the parker's license plate is used by License Plate Reader technology (LPR) to confirm if a parker is a permit holder, has exceeded a time limit, paid a parking violation, or has paid for parking. Outlined below are recommended parking management and enforcement technologies to assist the City to effectively manage parking enforcement and administration operations.

Mobile License Plate Recognition Enforcement

To enhance its parking enforcement program, the City should utilize mobile LPR enforcement and a virtual parking permit system. LPR systems use specialized cameras to capture and record license plates in conjunction with analytics that automate license plate reading, identification, and matching plates listed in a live database. LPR is highly effective in monitoring and enforcing time limit parking and permit parking as it detects and notifies the PEO of vehicles illegally parked. Parking enforcement productivity increases significantly with mobile LPR systems, allowing enforcement to be consistent and cover the necessary areas of the City, and it enhances time limit enforcement since manual "chalking" is no longer considered legal. LPR also yields increased parking compliance, which results in more paid fines, increased revenues, and more available parking. This efficiency provides the PEO more time to perform other enforcement or downtown parking ambassador activities. In summary, advantages of mobile LPR enforcement systems are:



- Capable of tracking vehicles with outstanding tickets, fines, and warrants.
- Allows enforcement officers to monitor time limits and prohibits vehicles moving into an adjacent space.
- Allows enforcement staff to cover a larger area.

In addition, the City can use mobile LPR to more efficiently collect occupancy data that helps inform future parking policy, enforcement, and management decisions. The periodic collection and analysis of occupancy data with LPR technology can help the city management or designated operator to proactively address utilization trends and adjust operations accordingly.

The costs of LPR have dropped to a reasonable rate and, given the manual nature of the municipality's existing enforcement, an LPR system can be a cost-effective way to undertake enforcement. For a system equipped with one LPR vehicle, the permit management software, warranties, and other necessary equipment, the systems are approximately \$40,000 per LPR vehicle and maintenance costs are approximately \$5,000 per year. The City or its parking operator should solicit proposals from LPR enforcement system providers of a firm budget estimate to implement the technology.

Virtual Permitting

If there is a future need to issue parking permits for parking facilities or on-street permit parking, the City should implement virtual permitting software to automate and streamline the parking permit process. This software administers and tracks permits and has a wide array of task-specific tools to perform multiple functions. Parkers can apply for digital parking permits online. Approval can take place online in a matter of minutes, as the application's required information can be uploaded and instantly verified and approved using the software's database, and online parking permit submissions and payment features are standard options. PEOs use LPR technology to enforce the digital permits at a faster rate because all parking permits with the system are license plate-based. This also benefits the parker because the permit cannot get lost or stolen. A digital permitting system improves customer service and staff efficiency, making parking operations more cost-effective. Benefits of the digital / virtual permit software systems include:

- Increased Efficiency – Permits are easier to administer and manage, resulting in less labor costs and time. There is also no need to purchase “paper” permits as the license plate serves as the parkers credential.
- Management – Can assign and track vehicles, manage wait lists, payments, and Residential Permit Programs, etc.
- User Friendly – The system allows applicants to register for permits online.
- Online Reports – Enables parking manager to have reliable information on vehicles and parking permits.
- Email Alerts – Generates communications with permit holders, such as lot closures, permit renewals, etc.

Parking Enforcement Fines

Table 10 shows the rates of parking fines in Melbourne compared to other similar municipalities along Florida’s east coast. As stated previously, none of the violations listed for Melbourne are currently enforced. Melbourne’s parking violation rates are lower than most rates in similar municipalities in the region. THA recommends that the City increase the overtime violation fine to \$30-\$40, the Prohibited Parking violation rate to \$40-\$50, and the Handicap Space violation fee to \$150-\$175. Rates should be evaluated for their effectiveness in deterring illegal parking at each step of the implementation process.

[illegible]

Table 10: Peer Municipalities' Parking Violation Fees

Municipality	Meter Violation	Overtime Violation	Parking Prohibited	Loading Zone	Handicap Space
Melbourne Beach	\$25.00	\$25.00	\$25.00	\$25.00	\$100.00
New Smyrna Beach	N/A	\$50.00	\$30.00	\$30.00	\$250.00
Vero Beach	N/A	\$20.00	\$30.00	\$30.00	\$200.00
Indialantic	N/A	\$50.00	\$50-\$60	\$50.00	\$250.00
Indian Harbour Beach	N/A	N/A	\$35.00	N/A	\$100.00
Cocoa Beach	\$53.00	\$53.00	\$53-\$63	N/A	\$250.00
Cape Canaveral	N/A	\$30.00	\$30.00	\$30.00	\$100.00
Stuart	N/A	N/A	\$25.00	\$25.00	\$250.00
Daytona Beach	\$10.00	\$35.00	\$30.00	\$30.00	\$100.00
Titusville	N/A	\$40.00	\$40-\$60	\$40.00	\$250.00
Ormond Beach	N/A	\$15.00	\$25.00	\$25.00	\$250.00
St Augustine	\$40.00	\$40.00	\$40.00	\$40.00	\$185.00
West Palm Beach	\$35.00	\$60.00	\$60.00	\$60.00	\$250.00
Dania Beach	N/A	\$40.00	\$250.00	N/A	N/A
Average	\$32.60	\$38.17	\$52.73	\$35.00	\$195.00
Melbourne	N/A	\$25.00	\$25.00	\$25.00	\$100.00

Source: THA Consulting, Inc, 2025.



Phase 1 – Enforcement – Operational Proforma

Table 11 below outlines the estimated revenue and expenses for the City for a 5-year period if enforcement is implemented:

Table 11: Parking Time Limit Enforcement – 5-Year Operational Proforma					
Estimated Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Citation Revenue	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Citation Collection Rate	80%	80%	80%	80%	80%
Total Estimated Revenue	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Estimated Operating Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Municipal Parking Supervisor	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
Enforcement Vehicle Lease	\$5,400	\$5,562	\$5,729	\$5,901	\$6,078
Gas & Maintenance	\$4,800	\$4,920	\$4,920	\$4,920	\$4,920
Parking Enforcement Technology (Mobile LPR)	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Insurance	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506
Management Fee	\$24,000	\$24,720	\$25,462	\$26,225	\$27,012
Salary & Wages	\$100,000	\$103,000	\$106,090	\$109,273	\$112,551
Health, Pension & Work's Comp (25% of Salary)	\$25,000	\$25,750	\$26,523	\$27,318	\$28,138
Payroll Tax & Burden (11% of Salary)	\$12,577	\$11,330	\$11,670	\$12,020	\$12,381
Uniforms	\$1,200	\$1,236	\$1,273	\$1,311	\$1,351
Supplies	\$1,800	\$1,854	\$1,910	\$1,967	\$2,026
Phone and Communications	\$3,600	\$3,708	\$3,819	\$3,934	\$4,052
Citation Processing / Management	\$32,230	\$33,197	\$34,193	\$35,219	\$36,275
Misc. Expense	\$6,000	\$6,180	\$6,365	\$6,556	\$6,753
Total Estimated Operating Expenses	\$286,607	\$293,317	\$301,729	\$310,393	\$319,317
Estimated Net Income	(\$86,607)	(\$93,317)	(\$101,729)	(\$110,393)	(\$119,317)

Operational Proforma Assumptions:

Revenue:

- Of the 579 on-street spaces, 310 spaces will be occupied on a daily average
- Citations will be averaged at \$30 per violation
- 80% collection rate for violations
- 300 days of enforcement per year (no holidays)
- 2.5 citations per hour

Expenses:

- Municipal Parking Supervisor at cost of \$50,000 initially
- All other expenses incurred by 3rd party management entity and passed through to City
- Expenses increase 3% per year
 - o Enforcement scheduled 6 days/week – (Monday-Saturday 9am-9pm):
 - o 2 Full-Time PEOs, 1 Part Time Manager

Disclaimer: the projected revenue and expenses outlined above are estimates subject to a variety of factors that may alter the Operational Proforma. Items / factors include enforcement schedule, issuance of warnings vs. violations, cost of 3rd party parking management, projected downtown parking demand and economic market conditions, etc.

As shown in the proforma above, the expenses necessary in facilitating an on-street enforcement program would be greater than the projected citation revenue. Most municipal parking enforcement programs aim to at least break even to reduce the financial burden on the municipality and reinvest any net revenue into parking facility and system improvements. Accordingly, the City should evaluate the progress of the enforcement program and begin plans for the second phase—on-street fee parking in approximately 6-12 months after initiating the enforcement program.

Phase 1 – Enforcement – Implementation Actions

To undertake the parking enforcement program as outlined above, we recommend the following implementation actions:

- **Draft and Approve Parking Ordinances:**
 - o Clearly define on-street parking time limits.
 - o Set official enforcement hours (recommended 9 AM–9 PM Mon–Sun).
 - o Establish citation fines:
 - Overtime Parking Violation: \$30-\$40
 - Prohibited Parking: \$40-\$50
 - Handicap Violations: \$150-\$175
 - o Include an anti-staggering provision to prevent moving vehicles within same zone/block.
 - o Prohibit overnight parking in off-street facilities (recommended 4 AM–5 AM).
- **City Council Approval:**
 - o City Council considers ordinances at two (2) public hearings and votes to adopt the final ordinances.
- **RFP Preparation & Issuance:**
 - o Develop and publicly issue a Request for Proposals (RFP) seeking qualified third-party parking management services, clearly defining scope, technology requirements (including mobile License Plate Recognition [LPR]), experience, and evaluation criteria; or utilize another Florida municipality's existing contract.
- **Committee Formation & RFP Evaluation:**
 - o Assemble an RFP Evaluation Committee composed of key stakeholders, city staff (Economic Development, Community Development, Police, Finance, Procurement), and possibly external subject matter experts.
 - o The committee conducts detailed evaluation and scoring of received proposals against predetermined criteria.
 - o Committee recommends the highest-ranked vendor based on scoring outcomes.
- **Vendor Selection, Contract Approval & Startup:**
 - o City staff present the committee's recommended vendor to City Council for final approval.
 - o Upon City Council approval, the City finalizes the contract terms and executes the agreement.

- o Coordinate with selected vendor to purchase/deploy mobile LPR enforcement technology, vehicle acquisition, and other necessary equipment/supplies.
- o Hire necessary enforcement personnel (1 Full-Time PEO, 1 Part-Time PEO, 1 Part-Time Manager).
- o Conduct necessary customer service and conflict resolution training.
- **Establish Municipal Administrative Structure:**
 - o Set up a Municipal Parking Division or designate oversight within an existing department.
 - o Deploy enforcement tracking and data reporting systems.
- **Public Outreach & Communication:**
 - o Execute a comprehensive communication plan informing the public about new enforcement policies, including a warning period followed by strict enforcement.
- **Parking Advisory Committee (PAC):**
 - o Establish PAC consisting of merchants, residents, enforcement representatives, city officials, and Melbourne Police Department.
 - o Schedule regular meetings for feedback, issue resolution, and continuous program assessment.

Parking Management: Phase 2 - Fee Parking

As the demand for public parking downtown grows, as per the Future Parking Demand Analysis outlined herein, the public parking availability will diminish and parking turnover will be increasingly important. Accordingly, the implementation of fee parking will be more effective to regulate parking, provide access to downtown customers, and support business vitality in the downtown, compared to free parking. The argument that an area like downtown Melbourne has to offer free parking because it competes against other more suburban shopping and dining venues is generally negated by the fact that shoppers and restaurant patrons often prefer the atmosphere and vibrancy of downtown areas. The key advantage of paid parking is that it is highly effective in distributing longer-term parkers out of the core area and into outlying, lower demand streets and off-street facilities.

Charging for parking is the most effective way to regulate parking availability for the intended users, downtown patrons. In today's environment, the inability to find a parking space is as much of a deterrent to patronizing a local business as is the requirement to pay for parking. As such, the City, after the evaluation of the initial parking management phase with increased enforcement, should consider charging for parking in high demand areas of the downtown and instituting pricing strategies that deter long term parkers from monopolizing the most convenient spaces to help ensure there is convenient parking for patrons. There is always a fear that implementing a charge for parking will dissuade customers from shopping and dining downtown. This is a legitimate concern, but the benefits of fee parking, both in terms of better-regulating the public parking supply and generating income to support future parking or mobility improvements, is an effective strategy to improve access to downtown businesses and support continued development. Paid parking coupled with time-limited enforcement will encourage turnover of valuable parking spaces and shift long-term parkers (such as merchants and employees) from the high-demand on-street areas to off-street lots or less utilized on-street areas. Charging appropriate parking rates has the following benefits:

- Better regulates on-street parking availability for the intended users: patrons of local businesses.

- Reduces parking violations, which results in fewer negative experiences for visitors, residents and employees.
- Encourages employees to use longer-term off-street facilities.
- Generates revenue to manage, administer, maintain, and improve the parking system.
- Generates revenue to support the regular and capital maintenance of existing parking facilities.
- Generates revenue to support the development of new parking facilities.
- Generates revenue to support alternative mobility improvements, such as shuttles, and other downtown improvements.

Approach to Implement Fee Parking

By implementing a paid parking system, municipalities can manage parking demand, reduce traffic congestion, increase turnover in high-demand areas, and generate revenue for infrastructure improvements. Cities have achieved notable success in transitioning to paid parking systems, leveraging both technology and public engagement to ensure smooth adoption. The following steps are recommended to ensure smooth adoption of parking fees in the City:

- 1. Conduct a Parking Study** – With the engagement of THA, the City has undertaken this step to assess parking supply, demand, turnover, and utilization of the study area. Understanding this information provides the City with an understanding of the parking conditions and how parking fees improve the existing parking conditions.
- 2. Stakeholder Engagement and Public Outreach** – With the parking study, the City has embarked on engaging stakeholders related to the issues, challenges, and recommendations to improve parking conditions in the study area. Resistance to parking fee implementation, particularly from business owners concerned about the potential loss of customers, is common and understandable. Clear communication about how parking fees will be implemented, the anticipated impact of parking fees increasing customer parking availability, and the potential reinvestment of net parking revenue into area improvements can help alleviate these concerns. Accordingly, it is important for the City to continue engaging the area stakeholders and providing information that highlights the long-term benefits of paid parking, such as improved access, reduced congestion, and revenue for local projects. Critical to the successful implementation of parking fees is an effective communications and outreach campaign explaining the reasons for and benefits of implementing paid parking and the details on how to use the payment technologies with street ambassadors and soft enforcement until the public is acclimated.
- 3. Implement a Phased Rollout with a PILOT Program** – THA recommends that, should the City seek to move toward fee parking, it start with a pilot program in on-street parking areas before expanding to its off-street facilities. This pilot phase allows the city to incentivize long term parkers to move to free off-street facilities, monitor usage patterns, gather feedback, and adjust pricing or enforcement as needed. This incremental approach minimizes disruption and helps identify potential challenges before full implementation. Residents on streets with fee parking established, such as Waverly Place and Vernon Street, could be provided a permit so they can park in front of their homes without having to pay the hourly fee. **Figure 8** illustrates the proposed on-street areas for Downtown Melbourne's fee parking pilot area, based on THA's analysis of current parking utilization.

Figure 8: Downtown Melbourne Fee Parking PILOT Area



Source: THA Consulting, Inc, 2025.

4. **Implement Smart Parking Technology** – Integrating mobile payment options that do not require significant municipal investment in fee collection equipment, such as pay stations or meters, is preferred, especially during a PILOT time period. In addition, validations and resident discounts can be achieved with mobile payment solutions to improve the user experience and provide parking discounts to downtown patrons or city residents.
5. **Monitor and Adjust Program Based on Data** – Once the paid parking system is in place, regular monitoring of its effectiveness to redistribute parking is essential. Data collected by pay-by-cell apps or smart meters can be used to adjust pricing and hours of enforcement based on real-time demand. This data-driven approach helps municipalities understand the impact of fees on parking conditions and informs future decisions and strategies.



Optional Parking Pricing Strategies

There are several issues to consider in setting the rates for on-street or municipal off-street parking, including the desired impact of fees to modify parking behavior, the expenses to implement, manage, and oversee the program, the rates in comparable downtowns, and the times that parking fees would be in effect given the level of parking demand. The following strategies are optional parking pricing approaches that the City can consider in the future.

Demand-Based Pricing

With demand-based pricing, rates are adjusted based on occupancy data and periodically re-evaluated to respond to changes in occupancy over time. Rates are based on "high occupancy zones," which can be a single zone or tiers of zones with different parking occupancy rates. Typically, the busiest zones (over 85% occupied) are adjusted to a higher price, while less-utilized zones are priced lower or free to encourage parkers to move from more congested areas. Demand-based pricing works best in communities that have a significant public parking concentration in the core downtown areas or around a popular attraction or generator, with less-utilized parking outside of the core area. This parking pricing method encourages parkers that are more price-sensitive to park in areas with less parking demand and potentially free up parking in the busier areas of the downtown.

The pros and cons of Demand Based Pricing are outlined below:

Pros:

- o Parking across the entire system is potentially more evenly distributed, thereby reducing parking congestion in the downtown core and increasing the amount of available parking.
- o Improves inventory management and enhances revenue generation.

Cons:

- o Occupancy can vary within the same zone, so the busiest streets may remain busy even if other streets have more availability.
- o The rate differential between high demand and lesser demand zones may have a limited impact on modifying parking behavior.
- o Different rates throughout the City can confuse first-time downtown visitors and communicating demand-based pricing policies to the public can be a challenge.

Progressive Pricing

Progressive parking pricing is a strategy to increase on-street parking turnover in high-demand areas. With progressive pricing, hourly rates increase substantially after the initial desired time limit to dissuade parkers from parking beyond the desired time limit, say 2 hours. Parkers who want to stay in an area longer, whether employees or visitors, are encouraged through this strategy to utilize parking in more underutilized areas and off-street lots with lower or no fees. With progressive pricing, hourly rates start at a moderate price to accommodate the intended short-term users and increase per hour past a certain time limit to disincentivize long-term parking. Progressive parking pricing is used in areas where parking demand is high and space is limited.

Pros:

- o Eliminates on-street time limits while still encouraging spaces to turn over frequently.
- o Eliminates enforcement and violations for time limits.
- o Parking revenues can increase without changing rates for short-term parkers.
- o Encourages longer term parkers to utilize off-street parking lots.

Cons:

- o If there is not a significant difference between the desired length of stay (2 hour) rate and the higher progressive rate, then parkers who are less price-sensitive may stay longer in the same space, reducing an area's parking availability.

Peer City Parking Rates

Table 12 illustrates the hourly parking rates for similar municipalities along the central-east coast of Florida. Rates for on-street and off-street parking locations range from \$0.50-\$5.00 per hour. On average, peer municipalities that charge for parking have hourly parking rates between \$2.00-3.00.

Table 12: Peer Municipalities' Hourly Parking Rates				
	Location	Hourly Parking Rate		
		On-Street	Lots	Garage
	Clearwater	\$0.50	\$0.50-\$2.00	\$0.50
	Cocoa Beach	\$5.00	\$5.00	\$5.00
	Daytona Beach	\$1.25	N/A	\$5.00
	Lakeland	Free (2 hrs)	\$1.00	\$1.00
	Melbourne Beach	\$2.50	Free w/ permit	N/A
	Satellite Beach	N/A	\$2.50	N/A
	St Augustine	\$2.50	\$2.50	\$20 flat rate
	West Palm Beach	\$1-2.5	N/A	\$1.00
	Average	\$2.25	\$2.40	\$2.50

Source: THA Consulting, Inc. 2025

Because the pilot program is designed to charge a fee for the highly used on-street parking, we recommend that the City not charge for parking in its public off-street facilities during the initial PILOT period. Once fee parking is operational and some of the on-street demand potentially shifts to off-street facilities, the next step of the City's parking program would be to evaluate the benefit of charging for transient or permit use of its off-street facilities. That said, the fees for off-street facilities should be set at a significant discount to the on-street rates.

Parking Fee Recommendation

Based on the high level of occupancy on the downtown core streets and the hourly parking rates in peer communities, when implementing fee parking management program, THA recommends an on-street rate of **\$1.00 per hour on-street in the proposed PILOT area**. Please note that with the use of mobile payment apps such as ParkMobile or Pay-by-Phone, there is a convenience fee typically charged to the parker of approximately \$0.50 per transaction that is above and beyond the parking fee. Accordingly, if the City implemented the on-street rate of \$1.00 per hour, and the parker paid for 2 hours, they would be charged an additional fee of \$0.50 for a total cost of \$2.50 for the two-hour period.

Parking Revenue Fee Collection

As previously referenced, a major consideration regarding the implementation of parking fees is the convenience of payment. If it is highly convenient to pay a parking fee, people will be much more accepting of the requirement. When parking fees are newly implemented, user convenience, reliability, and revenue control are key success factors to imposing and collecting parking fees. Outlined below is a description of the various parking payment technologies that are convenient, dependable and in use in thousands of municipalities across the country.

Pay-By-Cell

To enhance cost-effectiveness and convenience for off-street parking payments, Melbourne should adopt a pay-by-cell system in conjunction with its fee parking pilot program. These systems involve the user downloading a mobile payment app, inputting the license plate of their vehicle, and uploading their debit or credit card information. When parking, the user enters the zone number posted on signs or stickers at the parking location in the app and selects their parking duration, extending the time in the app if needed. For users that prefer to pay via a website link without downloading an app, most mobile payment apps have a text-to-pay option that allows them to text a code indicated on the signage and receive a link to complete their transaction. In addition to increased convenience, mobile payment apps provide municipalities with parking utilization data that can be analyzed to help improve curb management. Information that can be gathered includes how much one pays to park, methods of payment, length of stay, high-demand and low-demand areas, etc. Access to this data can provide the City with a better understanding of its parking utilization in order to better manage its parking resources. The addition of ParkMobile or another mobile app with associated signage and marketing would likely increase utilization of mobile payments and reduce the City's need to handle cash. Many communities throughout the country are offering multiple mobile payment apps to increase convenience to parkers. Clear communication about the availability of multiple apps is essential to ensure seamless integration for all users.



The convenience of paying for parking by smart phone and the ability to remotely activate and reactivate the parking session is a significant benefit to downtown users, including retail or restaurant patrons and employees. Merchants can establish accounts to pay for or discount customer parking via cell phone should they desire to do so. Because pay-by-cell systems are dependent on a debit/credit card payment, there are credit card transaction fees that are either borne by the municipality or transferred to the user. Pensacola, Florida has implemented a Merchant Validation system through ParkMobile, as outlined on their website: <https://parkpensacola.com/parking-permits/>

Pay-By-Cell systems are also a financially appealing option for the City as they require minimal capital investment. Typically the municipality incurs little cost to implement the Pay-By-Cell system because the service provider sets up the operating program, provides necessary stickers and signage, and markets the service. In addition, the cost to use the Pay-By-Cell service is typically covered by the user. The Pay-By-Cell vendor negotiates with the City an appropriate convenience fee to be added to individual parking transactions (usually approximately \$0.50 per transaction). Because Pay-By-Cell systems are dependent on a debit / credit card payment, there are also debit / credit card fees associated with this service that are either borne by the City or transferred to the user.

Multi-Space Pay Stations

While mobile app payment is convenient, some business patrons, residents and visitors may prefer to pay with coins, cash or use a credit card manually. Parking pay stations are commonly used to regulate on-street parking spaces and are all capable of accepting coin, bill and debit / credit card payments, provide real-time reporting, and reduce the clutter associated with on-street single / dual-headed meters. Pay stations are typically used to regulate up to 10-12 parking spaces on the same side of the street. The highly utilized blocks of New Haven Avenue, Livingston Street, Melbourne Court,

Municipal Lane, and Depot Avenue observed during Pay stations typically use the “pay-by-plate” system, which could be easily integrated with Mobile LPR enforcement technology. Benefits of pay stations vs single space meters include:

- Reduction of Sidewalk Clutter – Each pay station can manage approximately 8-10 parking spaces.
- Reduced Maintenance – Less service than individual meters and consolidated.
- Text / Email Messaging Alerts – Alerts can be sent to the City’s Parking Bureau or parking enforcement officers when the machine is malfunctioning.
- Printed Receipts – The time a parking session expires is listed on the receipt.
- Remote Programming – Parking rates can be programmed from a central computer instead of manually adjusting each individual meter.
- Rate Flexibility – Multiple rates can be programmed into the units for peak period, events, etc.
- Transaction Tracking – If the parker loses receipt or receives ticket in error, transaction details can be retrieved from database.

The cost of a solar powered pay station is approximately \$7,500-\$9,000 with only debit / credit card and coin acceptor. The cost of pay stations with the ability to accept debit / credit cards, coins, and bills is approximately \$8,000-\$10,000 per machine. The pay stations with bill acceptors do offer an additional payment option, but they are more expensive, and often require more maintenance, because paper bills sometimes get jammed in the bill acceptors.

For the implementation of paid parking, THA recommends that the City avoids the purchase of multi-space pay stations and implements pay-by-cell on-street.

Resident Discount Parking Program

Resident Discount Parking Programs are a valuable tool that municipalities can implement through mobile parking apps such as ParkMobile and Pay-by Phone. When using the mobile app to pay for parking, residents who have registered with the City have their vehicle’s license plate recognized and are offered a discounted parking fee. To participate in the Resident Discount Program, residents provide the City with the required residency information and their vehicle’s license plate number. The license plate data is then integrated with the mobile app service. When the resident parks, either citywide or in specific areas offering the Resident Discount Program, the resident uses the app, enters their license plate, and the service recognizes them as a resident and offers the discounted rate. This type of program can also work with license plate-based pay stations previously referenced. Details regarding resident discount parking programs are available on the parking websites for Hollywood (<https://hollywoodfl.org/1043/Resident-Parking-Rate>) and Miami Beach (<https://www.miamibeachfl.gov/city-hall/parking/residents-only/resident-parking-discounts/>).

Phase 2 – Fee Parking – Operational Proforma

To institute paid parking THA recommends the use of a pay-by-plate method (mobile payment or pay station). Using those two payment methods will allow the PEO (with their mobile LPR system) to quickly verify which vehicles have paid and which are in violation. As referenced above, programs for discounted or free resident parking can be established to lessen the impact on Melbourne residents. However, another strategy to redistribute parking demand, a resident discount program should be applied to low-demand on- and off-street facilities.

Table 13 below outlines the estimated revenue and expenses for a 5-year period with the implementation of fee parking:

Table 13: Fee Parking – 5-Year Operational Proforma

Estimated Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
Transient On-Street Parking	\$325,500	\$341,775	\$358,864	\$471,009	\$494,559
Citation Revenue	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Citation Collection Rate	80%	80%	80%	80%	80%
Total Estimated Revenue	\$525,500	\$541,775	\$558,864	\$671,009	\$694,559
Estimated Operating Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Municipal Parking Supervisor	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
Enforcement Vehicle Lease	\$5,400	\$5,562	\$5,729	\$5,901	\$6,078
Gas & Maintenance	\$4,800	\$4,920	\$4,920	\$4,920	\$4,920
Parking Enforcement Technology (Mobile LPR)	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
Insurance	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883
Management Fee	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765
Salary & Wages	\$170,000	\$175,100	\$180,353	\$185,764	\$191,336
Health, Pension & Work's Comp (25% of Salary)	\$41,773	\$43,026	\$44,316	\$45,646	\$47,015
Payroll Tax & Burden (11% of Salary)	\$18,380	\$18,931	\$19,499	\$20,084	\$20,687
Uniforms	\$1,800	\$1,854	\$1,910	\$1,967	\$2,026
Supplies	\$1,800	\$1,854	\$1,910	\$1,967	\$2,026
Phone and Communications	\$3,600	\$3,708	\$3,819	\$3,934	\$4,052
Citation Processing / Management	\$32,230	\$33,197	\$34,193	\$35,219	\$36,275
Misc. Expense	\$6,000	\$6,180	\$6,365	\$6,556	\$6,753
Total Estimated Operating Expenses	\$385,872	\$400,182	\$411,800	\$423,766	\$436,092
Estimated Net Income	\$139,628	\$141,593	\$147,064	\$247,243	\$258,468

Our analysis makes the following assumptions:

Transient Revenue:

- Of the 579 on-street spaces, 310 spaces will be occupied on a daily average
- 5% increase per year in daily average parking spaces occupied
- Parking rate starts at \$1.00 and increases to \$1.25 in Year 4
- Average parking session of 2.5 hours and 1.5 turns per day

Citation Revenue:

- Citations will be averaged at \$30 per violation
- 80% collection rate for violations
- 2.5 citations per hour

Expenses:

- Municipal Parking Supervisor at cost of \$50,000 initially
- All other expenses incurred by 3rd party management entity and passed through to City.
- Expenses increase 3% per year
 - o Enforcement scheduled 6 days/week - (Monday-Saturday 9am-9pm):
 - o 1 Full-Time PEO, 2 Part-Time PEOs, 1 Part Time Manager

Disclaimer: the projected revenue and expenses outlined above are estimates subject to a variety of factors that may alter the Operational Proforma. Items / factors include enforcement schedule, issuance of warnings vs. violations, cost of 3rd party parking management, projected downtown parking demand and economic market conditions, etc.

Phase 2 – Fee Parking – Implementation Actions

To undertake the fee parking program as outlined above, we recommend the following implementation actions:

- **Draft and Approve Fee Parking Ordinances:**
 - o Specify clearly delineated parking zones subject to fees.
 - o Set parking fees.
 - o Define fines and penalties for non-payment violations.
 - o Create legal provisions for resident discount programs administered via mobile payment apps.
- **City Council Approval:**
 - o Submit fee parking ordinances to City Council.
 - o Open the floor during the council meeting for public comments, allowing stakeholder and community feedback.
 - o Conduct final vote by City Council for adoption.
- **RFP Preparation & Issuance (Payment Technology):**
 - o Issue RFP seeking mobile payment platform providers or utilizing another Florida municipality's existing contract.
 - o Clearly define vendor evaluation criteria, requirements for convenience fees, integration with enforcement systems, and resident discount programs.
- **Committee Formation & RFP Evaluation:**
 - o Form RFP Evaluation Committee to review and score vendor proposals.
 - o Committee ranks proposals and selects the best-qualified vendor.
- **Vendor Selection & Contract Approval:**
 - o Present selected mobile payment vendor recommendation to City Council for approval.
 - o Negotiate and finalize contractual terms upon City Council approval.
- **Pilot Program Implementation:**
 - o Initiate fee parking pilot in highly utilized on-street parking areas.
 - o Use an introductory "soft enforcement" period to educate users on the new system.
- **Technology Deployment & Integration:**
 - o Implement a selected mobile app-based payment system, minimizing the initial need for infrastructure investment (such as pay stations).

- **Public Communication & Marketing:**

- o Execute robust informational campaign via city website updates, social media outreach, flyers, signage, local news media, and direct merchant outreach.

- **Operational Adjustments & Staffing:**

- o Schedule enforcement personnel aligned with fee parking hours to ensure effective management and compliance monitoring.

- **Continuous Monitoring & Feedback:**

- o Conduct regular data-driven analysis of parking utilization, payment compliance, and public feedback.
- o Make iterative adjustments to fee zones, rates, and operational practices based on real-time data and stakeholder inputs.

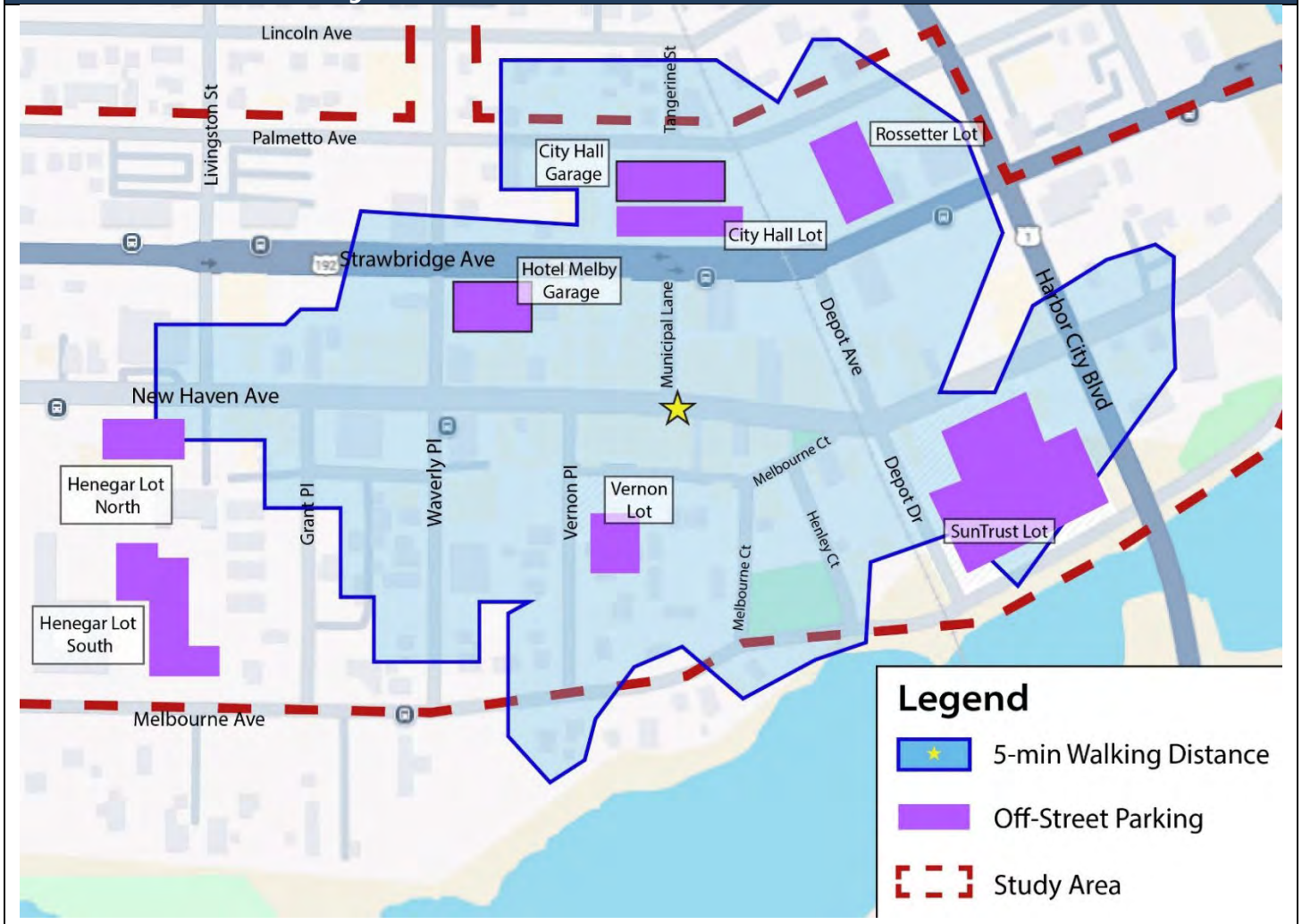
Recommendations to Maximize Use of City Parking Assets

Improve Pedestrian Connections to Off-Street Parking

Most of the public off-street parking facilities available downtown are located within a reasonable one block or 5-minute walk of the core of the downtown at New Haven Avenue and Municipal Lane as indicated in **Figure 9. This situation is similar in many downtowns where there really is not a parking supply problem, but rather a “walking” problem.**

[illegible]

Figure 9: 5-Minute Walk Distance from Center of Downtown



Several stakeholders expressed concern regarding safety and lighting when traveling to some off-street parking locations, especially at night. Good street lighting can improve not only safety but also management of parking demand. People will walk further to a more remote parking option if the walking path and pedestrian setting feels safe, which includes adequate lighting at night. In addition, creatively enhancing linkages to off-street parking facilities with improvements such as vibrant murals or colorful LED lights can transform a seemingly unsafe parking lot linkage. Below are examples of creative place-making initiatives to connect alleyways to public parking lots.



Creative Place-Making Initiatives Linking Alleyways to Public Parking Lots

As previously mentioned, several residents, business owners and employees identified the crosswalk across Strawbridge Avenue between the City Hall Parking Lot and Municipal Lane as an important pedestrian access point. It is important to create a consistent streetscape for all user groups utilizing all modes of transportation by introducing context-sensitive design elements at intersections and corridors. The Crosswalk across Strawbridge Avenue currently includes some pedestrian-friendly elements, such as user activated blinking lights, painted and textured pavement, and a traffic island. The City can further investigate the ability to improve the connection at this crossing with enhanced pathway lighting on the north side of the street. Similar improvements should also be considered at the crosswalk across New Haven Avenue at the intersection with Depot Avenue.



Strawbridge Avenue Crosswalk



New Haven Avenue Crosswalk at Depot Avenue Intersection



Crosswalk Lighting

Parking Wayfinding and Lot Signage

Wayfinding is a comprehensive signage system that clearly communicates the location of parking and various destinations. A good wayfinding system will help reduce vehicle traffic and extraneous vehicular circulation. An ineffective parking wayfinding signage system may contribute to a perception that there is a lack of convenient public parking when in fact there are multiple lots located to serve downtown businesses.

To be effective, signage and wayfinding must be clear, concise and simple, and consist of the following:

- **Wayfinding signs** located on streets leading to the downtowns: these signs show where parking can be found.
- **Site signs** located at the parking lots: these signs describe the type of parking available (permit, daily, etc.).
- **Parking rate signs** located in proximity to the parking space: these signs provide hourly, daily, and monthly rates.



Currently, there is generic parking signage at the entrances to most parking facilities in the Downtown that is visible from the street, as well as signs on New Haven Avenue directing parkers to the Vernon Lot. The City should expand their current wayfinding system by adding additional signs along New Haven Avenue directing parkers to the SunTrust Lot and the Henegar Lots. Additionally, it should implement site signage at the entrances of parking facilities displaying the name of the facility with Melbourne branding. The City Hall Parking Garage can be further emphasized with a large sign communicating 'Public Parking'.



Current Parking Signage at Henegar Lot South



Branded Parking Lot Signage in South Miami, FL

An important aspect of signage is the use of graphic design. Effective signage programs combine aesthetics with information. Choice of color, typeface, character size, weight and spacing, and the use of uppercase and lowercase text all influence readability. A well designed and implemented wayfinding and signage system will not only make finding and using Melbourne's parking more convenient, but it can also help enhance the image of the downtown and create a "branding" opportunity for the City and its parking system. Some best practices for the design and placement of signage are as follows:

- Signs directing vehicles and pedestrians would ideally only display the universal "P" for parking with a directional arrow, and a background that aesthetically compliments Melbourne's downtown.
- Wayfinding signage for both pedestrians and vehicles must be continuous (i.e. repeated at each point of choice) until the destination is reached.
- Signs should be placed in consistent and predictable locations.
- A sign should be placed at points where a driver or pedestrian must decide.

Parking Facility Maintenance and Lighting

When visiting Downtown Melbourne, parking facilities will often be the first and last impression that visitors will have. Accordingly, it is critical that the parking facilities be well-maintained and secure to provide a high level of user comfort and acceptance, as well as present a positive impression of the downtown. It is also important to maintain these off-street parking facilities to prevent injuries, reduce the City's associated liability and to ensure that parking assets reach their maximum useful life.



Sun Trust Lot



Vernon Lot

The Vernon Lot and City Hall Lot had adequate lighting over most of the available spaces, but there were still dark areas present. The City Hall Garage lighting should be evaluated to ensure that appropriate lighting levels are consistent throughout the facility.



City Hall Parking Garage

To promote the utilization of off-street and more remote on-street parking, the City should regularly check the lighting levels at all public parking facilities to promote user comfort.

15-Minute Free Parking and Flex-Loading Zones

A popular on-street parking strategy utilized in many downtown areas, especially post-Covid, is to provide free 15-minute parking at designated spaces. 15-minute parking at designated spaces allows people who are running quick errands, picking up food, etc. to avoid having to pay for a short amount of time. Enforcement of the 15-minute time limit would be effective with the use of Mobile LPR to ensure that the short-term spaces are not being abused.

Additionally, it was observed that the loading zone on Waverly Place adjacent to Hotel Melby and the intersection with New Haven Avenue allowed for 3-hour public parking from 11AM-6AM. This strategy, often referred to as 'flex' zones, adds available parking to high-demand areas during peak demand hours. We recommend that additional flex-loading zones are established in the high-demand commercial area of the Downtown.



Reconfiguration of Off-Street Facilities to Gain Parking Supply

As mentioned in the Future Adequacy Summary, there is potential for parking resources in the Downtown to approach full utilization in the future due to loss of parking supply and increased demand from population growth, new development, and vacancy lease up. It was observed during THA's parking occupancy counts that the Rossetter Lot and the City Hall Parking Garage had significant parking availability, with 277 spaces available at the weekday peak and 250 spaces available at the weekend peak. These facilities will be increasingly important in balancing the projected increased demand in the Downtown core and may become fully occupied. City officials mentioned that parking bays in the Rossetter Lot, City Hall Parking Garage and City Hall Parking Lot could be reconfigured and restriped to provide additional parking spaces. From our assessment, we estimated the opportunity to increase the amount of spaces in the Rossetter Lot by approximately **38-44** spaces, **35-42** spaces in the City Hall Parking Garage, and **7** spaces in the City Hall Parking Lot, totaling **80-93** parking spaces. **Figure 11** below illustrates the locations of the additional parking.



Figure 11: Proposed Additional Off-Street Parking Spaces



Source: THA Consulting, Inc. 2025.

Hotel Melby Parking Agreement

As per a Reciprocal Parking Space Agreement (the Agreement) with Strawbridge Hotel LLC (the Developer) and the city of Melbourne dated August 16, 2018, the Developer is to designate 30 hotel spaces on the 2nd floor of the Melby Parking Garage and clearly mark these spaces as public parking subject to a 3-hour time limit. The challenge with the use of these spaces for public parking to support the downtown area is the following:

- There is a small public parking sign at the entrance of the facility, but it does not adequately communicate that there are designated “public spaces” within the garage. We surmise that most people perceive the Melby facility as designated for hotel guests.
- The garage is valet-operated only, another deterrent to public parkers seeking short-term, free parking. When entering the facility, parkers are alerted by signage that it is valet parking only with a posted fee.
- There is no posted signage at the entry indicating the 30 designated spaces of public parking are free for 3 hours.



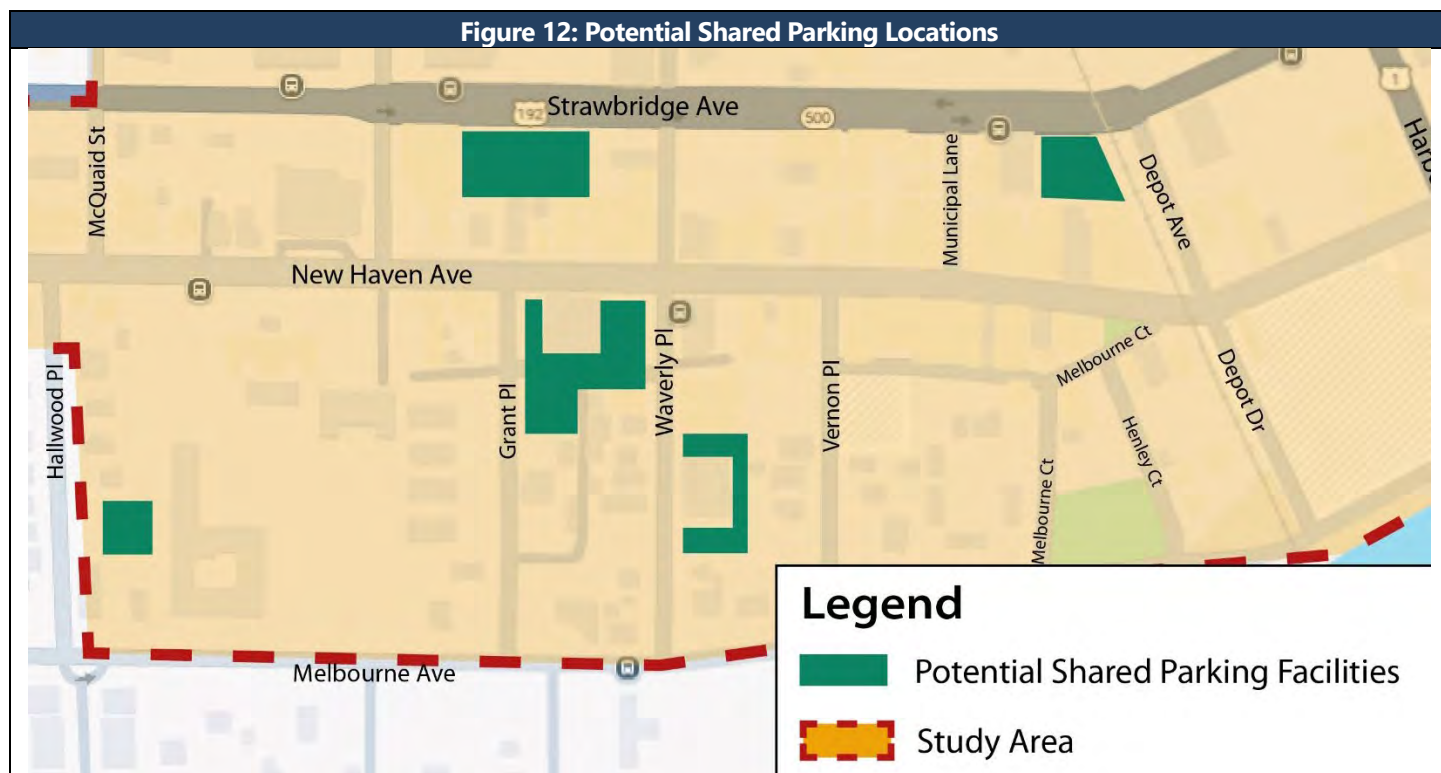
In summary, the effective utilization of these designated public spaces in the Melby Hotel parking garage by the public is highly unlikely. THA toured the garage at 8pm on Thursday, January 23rd, and all of the spaces were unoccupied. To make better use of these spaces and to provide a valuable public parking resource to serve this area of the downtown, THA recommends that the City approach the Developer to alter the Agreement to Melby to strategize methods to better utilize the public parking resource within the Hotel Melby Garage, such as issuing permits to business owners or employees. The permits could be issued by the City or by Melby’s parking operator with the authorization of the City. Ideally these permit

parkers would self-park in the facility to avoid the hassle of engaging a valet, but even with a valet-only operation, it is likely that many downtown merchants or employees would find these spaces highly desirable.

Shared Use of Private Facilities – Municipal Master Lease Agreements

The mix of land uses in the Downtown provides meaningful opportunities for shared parking. The utilization of the same parking space by multiple user groups (i.e. parking for business / office employees during the day and restaurant employees and patrons in the evening and weekends) maximizes the use of existing parking resources and may alleviate the high demand for on-street parking on evenings and weekends, when restaurants in the district are in full swing, and for various district special events that generate significant parking demand. To secure additional shared parking resources to accommodate evening, weekend, and event parkers, the City or a designated agent should engage downtown property owners with meaningful parking facilities to lease them for public parking to employees and customers.

In this capacity, the City or its agent (3rd party parking operator) would enter into parking lease agreements with the owners who have available off-peak parking and thereby secure a meaningful parking resource for the City that would otherwise sit empty at certain times or days of the week. The City or its agent would contact property owners, negotiate the terms of the lease for their parking, and coordinate the provision of suitable insurance, enforcement, and property maintenance services for the leased properties. The lease agreements with owners would need to provide owners with the right to terminate with a short notice provision, say 30 to 60 days, without cause, so the property owners are assured they could discontinue their lease expeditiously should they need it for the primary function of their property. Potential shared parking locations could include the surface lots at 600 East Melbourne Avenue, 702 East New Haven Avenue, 719 East New Haven Avenue, 2101 Waverly Place, and 915 East Strawbridge Avenue, as shown in **Figure 12** below.



Source: THA Consulting, Inc. 2025.

With leasehold control of these parking resources during off peak times, the City could administer the sale and provision of permits to Town Center employees and/or implement mobile app payment in the facilities during the evening or weekend hours, install the associated signage, and enforce the lots to ensure parkers are either permitted or have paid for the utilization of these parking resources. The cost of leasing the property and associated administrative costs would be offset by the City's sale of permits to users and collection of parking fees by the mobile app.

Centralized Valet

A centralized valet parking operation is an innovative approach to managing vehicle parking in high-demand, entertainment-oriented downtown areas. This operation consolidates valet services into a single, managed location where a team of professional valets handles the parking and retrieval of vehicles for multiple downtown businesses, mostly restaurants. In a centralized valet parking system, customers drive their vehicles to a designated drop-off point. A valet attendant takes the vehicle, issues a claim ticket or a digital token to the customer, and then drives the vehicle to a centralized parking facility. When the customer is ready to leave, they present their claim ticket, and the valet retrieves the vehicle from the facility.

A centralized valet operation in the study area would offer increased convenience for customers, enhanced security, and improved traffic flow by consolidating parking activities to a single location. However, centralized valet is often not financially self-sustaining and must be subsidized. The operational proforma and schedule for a centralized valet operation outlined in **Table 14** below illustrates the amount of fee and utilization necessary break even.

Table 14: Centralized Valet Program Operational Proforma	
Centralized Valet Program - 2025	Totals
Revenue	
Transient Valet: Average 45 Cars/Day Thursday-Saturday @ \$15 Including Tax	\$ 105,300
Total Gross Revenue	\$ 105,300
State 7% Sales Tax	\$ (7,371)
Total Net Revenue	\$ 97,929
Expenses	
Service Labor	\$ 46,080
Employee Benefits	\$ 13,556
Insurance & Claims	\$ 19,000
Supplies & Equipment	\$ 5,350
Administrative	\$ 2,350
Management Fee	\$ 10,000
Total Expenses	\$ 96,336
Net Operating Income	\$ 1,593

Source: THA Consulting, Inc. 2025.



In addition to financial challenges, with a centralized valet there can be long wait times during peak business activity. It requires strong management and a readily available workforce. Lastly, other challenges include the dispersed nature of the restaurants and other destinations throughout the downtown, finding adequate drop-off and pick-up areas in a convenient

location to serve multiple destinations, the current required travel pattern of vehicles, and the convenient and accessible centralized location.

Public Circulator (Circuit) from Municipal Parking Garage

A few comments were made during the Stakeholder Engagement meetings regarding the difficulty for seniors parking in the City Hall Parking Garage and Lot to get to businesses along New Haven Avenue. As parking demand increases on currently underutilized streets and parking facilities, it may be beneficial to implement a community-wide shuttle service during peak hours. One potential option for a citywide shuttle is Circuit, an electric vehicle shuttle service that has been implemented in several Florida communities, including Palm Beach, Miami, Orlando and Hollywood. Circuit provides multiple options for shuttle vehicles, from 4-6 passenger cars to 8-15 passenger vans, and can dynamically adjust routes and fares. Rider fares can be free or charged at a low price and can be further reduced with greater passenger demand and local advertising. If implemented, we recommend that the City institutes the service from 4PM-10PM, Thursdays through Saturdays.

See **Appendix C** for an overview of the Circuit service, or visit their website: <https://www.ridecircuit.com/>
Freebee (<https://ridefreebee.com/>) is another municipal shuttle service implemented in several Florida communities.

Event Parking Management

Effective management of special event parking is increasingly important to downtowns like Melbourne seeking to foster economic development, generate activity for local businesses, and enhance the vibrancy of the community. The City currently uses the public lots and the City Hall Parking Garage for events, occasionally charging a flat rate for the day. Community events often serve as an introduction of the City to new future customers and residents; therefore the parking experience must be positive to ensure that they return. Accordingly, the Municipal Parking Supervisor and 3rd Party Parking Operations Manager should develop an event parking management plan. Event parking plans can also be coordinated with the input of the Parking Advisory Committee. Components of a special events parking management plan and associated policies include:



- Define special events in the City that would necessitate a significant change in the normal parking and traffic patterns
- Require all sponsors of special events to proactively request parking and transportation arrangements
- Establish the Parking Division as the entity responsible for special events parking
- Identify parking facilities for special events parking and overflow areas
- Develop a special events parking plan outlining the necessary facilities, manpower, supervision, signage, traffic control, and standard operating procedures event parking
- Communicate the event parking plan and details to event attendees through event promotional material, websites, and social media

The parking areas utilized for larger events can include both the public city-owned lots as well as the private facilities eligible for shared parking, as previously identified. If a citywide shuttle service is established in the future, the City can utilize the shuttle during events and include more remote parking areas in the City as parking locations for larger events, such as the lot next to the Front Street Civic Center, the Riverview Park parking areas, and the Melbourne Auditorium parking lot.

Parking Communications and Marketing

A common problem experienced by municipal parking systems is that there are often missed opportunities to promote the mission, assets, and functions of the parking system. The City should enhance its program to inform its residents, downtown merchants, employees, shoppers, and the general public of how the entire parking system operates. The communications program should coordinate all parking information under a single “brand” and address the need for consistent enforcement and the value of limited parking assets. The objective of promoting a parking system is to transform what can often be perceived as a negative image into a positive one.

The City’s parking webpage currently offers some information pertaining to on-street and off-street parking regulations, parking garage policies, contact information, a map of off-street locations, and an informational video that summarizes parking policies and highlights in the Downtown. The City should add information pertaining to the benefits and rationale of parking enforcement, changes to parking policies and rates, and frequently asked questions (FAQ’s) related to parking. The City can look to the parking website for Norwalk, CT (www.norwalkpark.org), as their website mentions an app specifically pertaining to parking problems, concerns, and comments, and to the Parking Authority’s website for Hartford, CT (hartfordparking.com/), as their website contains real-time traffic information and live traffic conditions for parkers. In addition, utilizing social media outlets such as Facebook and Instagram are also a cost-free strategy to connect with the public and convey information and updates related to Melbourne’s parking.

Melbourne Main Street, Inc. is a non-profit founded in 2004 that is dedicated to the revitalization of Downtown Melbourne through public-private partnerships, public event planning, and business promotion. Their website for the Downtown (<https://downtownmelbourne.com/>) is a valuable resource in promoting Downtown events and businesses, with webpages for murals, parks, and an interactive map showing the locations for each business and attraction. This website should have a link for locating off-street parking and the associated directions and details, and connection to the City’s parking webpage or informational video (<https://www.youtube.com/watch?v=ArImdWlq4vA&t=2s>).

The City should also produce a bilingual parking brochure and e-brochure that provides valuable parking information, such as parking locations, number of parking spaces, parking rates, and time limitations, etc. for residents, downtown customers, and visitors. The brochure should include an FAQ section with instructions, definitions of parking policies, permit information, paying and contesting parking tickets, etc. The Parking Division can also coordinate with the City to create promotional initiatives to market downtown retail and restaurant establishments with its Special Improvement District and communicate the location of available parking for customers. See the following municipalities’ parking websites:

- Miami Parking Authority’s website (<https://www.miamiparking.com/>)
- Hollywood, Florida’s parking webpage (<https://hollywoodfl.org/96/Parking>)
- Norwalk Parking Authority’s website (www.norwalkpark.org/)
- New Brunswick Parking Authority’s website (www.njnbpa.org)
- Keene, New Hampshire’s parking services page (<https://keenenh.gov/parking-services>)

Summary of Recommendations

#	Parking Recommendations Summary
Parking Management	
1	Outsource parking management responsibilities to a qualified third-party organization.
2	Centralize the provision of parking services under the supervision of a City Parking Division.
3	Develop a monthly operations report to track the financial and operational performance of the Parking Division.
4	Establish a Parking Advisory Committee that meets on a regular basis to discuss parking issues, comprised of the Municipal Parking Supervisor, the parking operations manager, the Melbourne Police Department's Strategic Traffic Enforcement Unit, local merchants, downtown residents, landlords, and other stakeholders.
Parking Management Phase 1 – Enforcement	
1	Establish enforcement from 9am-9pm Monday-Saturday.
2	Produce and track summary enforcement reports related to ticket issuance by type, zone, and PEO.
3	Establish enforcement patrol routes to create greater PEO accountability and update regularly.
4	Warnings should be issued as a preliminary step to violators to educate the parkers as to the need for consistent enforcement of time-limit parking. Enforcement can issue a warning to first time offenders and provide a 10-15-minute grace period over the time limit before issuing a violation.
5	Should the enforcement of the existing 3-hour time limit not be effective in producing adequate turnover of the highly utilized on-street parking, the City should reduce the time limit of the referenced streets to a 2-hour time limit or implement fee parking as outlined in the following section. The remaining on-street parking can remain at the 3-hour time limit, to provide a longer-term parking option, until such time as parking demand increases, warranting higher turnover of these areas.
6	Limit the storage of vehicles in public off-street facilities by prohibiting overnight parking. Melbourne Police Officers can periodically patrol parking facilities and issue warnings/violations to vehicles observed parked overnight.
7	Evaluate the benefits and the return on investment of mobile License Plate Recognition (LPR) equipment for enforcement vehicles.
8	If parking permits are contemplated for long-term parkers in the future, implement digital/virtual permitting to automate and streamline parking permit process, to administer and track permits.
9	Increase the overtime violation fine to \$30.00, the Prohibited Parking violation rate to \$40.00, and the Handicap Space violation fee to \$150.
Parking Management Phase 2 – Fee Parking	
1	Establish an on-street rate of \$1.00 per hour on-street in the proposed PILOT area.
2	Adopt a pay-by-cell system in conjunction with the fee parking PILOT.
3	Initiate the PILOT program in high demand on-street areas with an initial soft enforcement period.

4	Conduct a public outreach informational campaign via social media, the City website, and physical media to educate the public on upcoming parking changes.
5	Regularly monitor the effectiveness of paid parking using data collected by pay by cell apps.
6	Provide permits for residents on streets with proposed fee parking so they can park in front of their homes without having to pay the hourly fee.
Maximize the Use of City Parking Assets	
1	Enhance the pedestrian connections between New Haven Avenue and off-street parking facilities with murals and lighting.
2	Expand the City's parking wayfinding system by adding additional signs along New Haven Avenue directing parkers to the SunTrust Lot and the Henegar Lots. Implement site signage at the entrances of parking facilities displaying the name of the facility with Melbourne branding and install a large sign or banner on the City Hall Parking Garage visible to drivers.
3	Lighting should be upgraded and regularly checked to ensure that it is operational in off-street parking facilities. Currently, the Sun Trust Lot and Rossetter Lot have low lighting levels; and the City Hall Lot, Garage, and Vernon Lot are moderately lit.
4	Designate free 15-minute parking spaces and flex-loading zones in front of businesses in high-demand areas of the Downtown.
5	Reconfigure and restripe parking bays in the Rossetter Lot, the City Hall Lot Parking Garage and City Hall Parking Lot to increase the public parking supply by 80-93 spaces.
6	Approach the developer of Hotel Melby to strategize methods to better utilize the public parking resource within the Hotel Melby Garage.
7	Engage downtown property owners with meaningful parking facilities to lease them to employees and customers, maximizing the use of existing parking resources and potentially alleviating the high demand for on-street parking on evenings and weekends.
8	Evaluate the costs and benefits of a public circulator shuttle between the City Hall Parking garage and Downtown locations operating from 4PM-10PM, Thursdays through Saturdays.
9	Create an established event parking management plan / process under the supervision of the Municipal Parking Supervisor and Parking Operations Manager. Consider the use of private and remote parking facilities for larger events.
10	Add information to the City's parking webpage pertaining to the benefits and rationale of parking enforcement, changes to parking policies and rates, and frequently asked questions (FAQs) related to parking.
11	Work with Melbourne Main Street, Inc. to provide parking information on the Downtown Melbourne website.
12	Produce a bi-lingual parking brochure and e-brochure that provides valuable parking information.

Appendix

Appendix A: Scope of Services



SCOPE OF SERVICES

THA will develop a comprehensive Downtown Melbourne parking management plan to implement paid, enforced, and managed public parking for both on-street and off-street facilities. The plan will include:

- Detailed implementation tools for a paid and managed parking system.
- Defined capital needs, such as fixtures, equipment, personnel, professional services, and infrastructure, with estimated public investment requirements.
- A five-year operational proforma, detailing estimated revenue and expenditures.
- Options for the City to consider a public, private, or P3 (private commercial operator as a parking manager) management for the City's consideration.
- Recommendations based on the analysis of the current parking inventory and utilization for a phased approach plan, which will include a detailed stakeholder engagement recommendation.
- Long-term strategies for increasing parking supply and future management.

Study Administration, Data Gathering, and Meetings

1. **Data Request and Review** – THA will obtain all relevant information regarding the conditions that are specific to the study. We will provide an information request to the City for pertinent information to the parking study including but not limited the following:

- Map of all existing public parking areas including, capacity, user restrictions, time-limits, hours of operation, and equipment installed (if any).
- Map of desired study area.
- Parking department organizational chart (current oversight and management)
- Curbside Regulations and Uses including locations of curbside uses such as on-street and residential parking, loading zones, bus stops, electric vehicle charging stations, bicycle docking share stations, parklets, ADA-accessible parking, and other curbside regulations and uses within the study area. We will field confirm the curbside uses.
- Any historical parking and citation revenue and operational expenses (if any associated with the parking program).
- Zoning Ordinance regarding parking in the study area – parking design requirements and policies.
- Planned new development projects in the study area (or immediate vicinity).
- Previous parking studies and/or reviews.



2. **Project Kick-Off Meeting** – THA will meet with the City representatives managing the study to discuss and confirm the study area, scope of work, study schedule, procedures, and concerns about parking in the study area and confirm the expectations and goals for the study. THA will also meet with the Melbourne Main Street Director THA will prepare an agenda in advance of the meeting and take minutes to define action items which we will share shortly after each meeting.

Some of the issues to be covered at the Kick-Off Meeting include:

- What are the existing parking challenges in the study area?
- What are the most critical parking issues from the perspective of City staff, residents, merchants, visitors, developers, and other stakeholders?
- What are the opportunities to improve the existing parking regulations, conditions, policies, etc.?

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3. **Project Management and Monitoring** - We anticipate that we will meet virtually every two (2) weeks with the City to update the City staff on the status of the study and maintain the project schedule, coordinate any outstanding items, and discuss any questions or issues regarding the study. THA will take minutes to define action items which we will share shortly after each meeting.



4. **Stakeholder Meeting** - If desired, THA will coordinate with the City to conduct a stakeholder focus group meeting, if desired, to discuss parking issues and opportunities. The focus group may include downtown merchants, downtown representatives, developers, and nearby residents.

These stakeholder sessions will allow THA to investigate and evaluate parking concerns in the study area.

Parking Demand and Future Adequacy Analysis

THA will conduct a parking adequacy analysis to identify existing and future parking demand and to understand existing parking conditions, dynamics, and challenges in the study area. The intent of this analysis is to accurately measure the existing parking demand and project the future need. This analysis will inventory existing parking resources in the study area, measure the existing demand, and estimate how parking demand may change in the future. THA will consider anticipated development in the study area, lease up of vacant retail space, and modifications to any of the existing parking resources to project the need for additional parking in the near future (5-7 years). To undertake the Parking Demand and Future Adequacy Analysis we will perform the following:

1. **Parking Inventory** - THA will compile a comprehensive inventory of the parking in the study area to include on-street parking and public off-street facilities. We will also inventory private parking resources of adequate size to be potentially shared or utilized as public parking. The inventory will include number of spaces, location, time limits, user restrictions, rates (if any), and hours of operation, etc. We will also inventory bus stops, loading zones, electric vehicle charging stations, reserved spaces, and ADA-accessible parking. We will work with the City to confirm the supply, its users, and any unique issues associated with both the on- and off-street parking supply. We will summarize the results of the parking inventory and present them graphically on maps and charts. The data will also be presented on maps and spreadsheets in the final report.
2. **Curbside Regulations and Uses** - The City will provide the locations of curbside uses such as on-street and residential parking, loading zones, bus stops, electric vehicle charging stations, bicycle docking share stations, parklets, ADA-accessible parking, and other curbside regulations and uses within the study area. We will field confirm the curbside regulations that are provided by the City and create a map showing the study area's existing on-street curbside regulations and uses.
3. **Occupancy Counts** - THA will perform occupancy counts for all on-street parking and public off-street lots and private parking facilities (as referenced in item #5) within the study area on a typical busy day, evening, and weekend. The occupancy analysis will determine the pattern of parking utilization throughout the day / evenings / and weekend. We will work with the City to select data collection days and times which are appropriate to provide meaningful, typical, and accurate information as the parking demand may fluctuate. We anticipate conducting six (6) total counts throughout each day. Our proposed schedule, subject to City input and approval, is as follows:



Data Collection Day	Data Collection Time
Typical Weekday	10am-8pm
Typical Weekend	10am-8pm

We will observe and note any general observations of on-street and off-street parking patterns such as areas most impacted by high parking demand, as well as locations and times that are inundated with particular types of parkers, including business employees, residents, restaurant patrons, visitors, etc. This analysis will categorize any specific areas that have parking shortages and surpluses or unique conditions like high levels of illegal parking.

4. **Future Parking Demand** - To assess future parking demand in the study area, THA will meet with the City to review and confirm any anticipated development projects. We will document the amount of anticipated new development by square footage, land use, tenant mix, number of units, amount of parking, etc. We will then estimate the potential parking demand associated with any proposed developments to determine the probable parking needs. We will identify the amount of parking to be provided as part of the new development and project any anticipated shortages associated with the new projects. To determine the increase in parking demand from changes in normal growth (population, etc.), we will perform historical population research by census tracts in the study area and the City.
5. **Parking Demand and Future Adequacy Analysis Presentation and Summary** – The findings of the analysis will be summarized as follows:
 - Existing parking demand and utilization (average and peak parking occupancy) using charts and a “heat map”, to visually illustrate and summarize the parking demand data, delineating areas and times with high and low utilization. The results of the occupancy survey analysis will also be summarized in color coded graphics, maps, and tables to clearly identify areas and facilities that are at capacity or underutilized.
 - Future demand based on anticipated development projects and normal growth and any modifications to the existing public parking inventory.
 - We will work with the City to quantify and confirm anticipated future parking supply and demand changes within the study areas based on any new development and reuse of existing parking resources.
 - We will project the parking shortage or surplus (adequacy) of parking in the study area over the next 5-7 years.

Parking Operations, Ordinance, Policy, and Fee Parking Review

THA will undertake a review parking operations, policies, ordinances, wayfinding, communications and TDM strategies as follows:

1. **Parking Operations and Policy Review** - THA will review the operations and management of the City's public parking system and will recommend for consideration and adoption of best practices to maximize the utilization of existing parking resources. We will perform a review and recommend parking management, strategies, and enforcement to identify. Our objective is to identify any strategies to improve the City's parking conditions including user convenience, enhanced availability, the sharing of private parking assets, expanded residential permit parking (RPP) areas, and the ability to implement and support alternative TDM / mobility initiatives such as bike share, scooter share, etc. THA will make recommendations to improve utilization and oversight of the parking system including:
 - Study area parking ordinances, regulations, and restrictions.
 - Existing parking enforcement and any recommended adjustments.
 - Improvements to the organizational and administrative structure of parking management functions.
 - Review/draft of parking related operating expenses.



- Identification of training and certifications that parking staff should obtain to successfully carry out their responsibilities.
 - Modification of on-street and off-street time limits.
 - Residential parking conditions and programs to better regulate utilization.
2. **Parking Wayfinding Review** – A proper wayfinding and signage program can greatly improve all aspects of a coordinated parking program for the City including assisting visitors to find downtown parking facilities and thereby reduce frustration and extraneous vehicular circulation. For this task, THA will:
- Review the existing parking signage to determine the extent to which it conveys an identifiable style or “brand” for the City, is clear and understandable, and represents the character of the City.
 - Perform a field audit of the study area to identify existing wayfinding signage and map any additional or replacement signage at the most effective locations in directing travelers to public parking facilities.
3. **Parking Communications Review** – THA will evaluate the City’s communications program to inform its residents, downtown merchants, employees, shoppers, commuters, and the public on how parking operates in Melbourne. The objective of promoting a parking system is to transform what can often be perceived as a negative image into a positive one. THA will evaluate existing communication materials and mediums related to the parking system and recommend opportunities to improve parking-related communications, the use of social media, and web-based communications mediums, parking FAQ’s, maps, etc.
- 
4. **Residential Zones and Program Review** – THA will review and consider if a Residential Permit Parking Program (RPP) is needed as part of the proposed parking management plan and recommend locations and provide recommendations as to the following:
- Potential of RPP areas based on existing conditions and future development.
 - Potential fee for permits and number to be issued per household.
 - A summary of peer community RPP regulations and policies applicable to Melbourne.
5. **Centralized Valet Review** – Based on the parking Demand and Future Adequacy Analysis, THA will develop a preliminary analysis of the viability of a centralized valet in the study area to include the following:
- Parking demand / needs assumptions.
 - Recommended days of the week and hours of operation to meet parking needs.
 - Valet plan to include number of staff, location of storage of vehicles.
 - Expenses projections to include payroll and benefits, operating expenses, and management fee.
 - Revenue projections to offset the valet operating costs.
6. **Commercial Loading Zone Program Review** – Curb space is a valuable municipal asset and well-functioning public right of way is critical to supporting the quality of life, safety, and economic vitality of the city of Melbourne. The high demands for loading zones given commercial activity, e-commerce, micro mobility, etc. are rapidly changing how curbs are used. Accordingly, THA will perform an assessment of the City’s commercial loading zone program as follows:
- The location of loading zones to best serve the study area.
 - The observed occupancy of loading during our field work and occupancy counts.
 - Number of permits issued per business.
 - The opportunity to implement “smart loading zones” and monitor occupancy in real time occupancy and session data to enhance city staff’s operational capabilities, as currently being deployed by other public parking entities.



7. Establishment of a Fee Parking Program – THA will identify the implementation plan for a free to fee / managed parking system including the following:

- **Parking Technology Review** –THA will recommend parking fee payment, enforcement, pay-by-cell, occupancy monitoring, and permitting technologies based on the following criteria and make any recommendations regarding upgrades.
 - Capital and recurring operating costs.
 - Convenience for users.
 - Ease of price adjustments and merchant validations.
 - Ease of integration with enforcement.
 - Data collection to inform future parking pricing and management strategies.
- **Parking Fee Recommendations** – THA will outline parking pricing recommendations based on demand, location, users, length of stay, parking fees of peer municipalities, etc. THA will evaluate the opportunities and benefits of both demand based pricing and progressive pricing models to help better distribute parking demand.
- **Capital and Personnel Needs Assessment** – THA will identify and outline equipment, vehicles, personnel, professional services, fee collection technologies and any associated infrastructure, with estimated public investment requirements.
- **Five-year operational proforma**, detailing estimated revenue based on recommended rates and anticipated operating and capital costs for the parking system.
- **Management and Operations Plan Options** – THA will prepare an outline of the management and operations of the fee parking system including publicly operated, private operated, or P3 (private commercial operator as a parking manager) management for the City's consideration.
- **Phased Implementation Plan** - Based on the level of parking demand and utilization identified on the Parking Demand and Future Adequacy Analysis, THA will recommendations based on the analysis of the current parking inventory and utilization for a phased fee implementation approach plan, which will include a detailed stakeholder engagement recommendation.
- **Communication plan** – THA will outline a communications plan for the implementation of the Fee parking program to include:
 - Public engagement
 - Brand awareness
 - Payment Technology Utilization Instructions
 - Consumer adoption plan



8. Future Parking Supply Management - THA will identify opportunities to increase the future parking supply including:

- **Shared Parking Opportunities** – THA will evaluate opportunities to share private parking resources to mitigate the present and future need for new parking facilities and look specifically for sites of adequate size with excess

availability to share with the general public or other land uses. We will outline the necessary action steps for the municipality to administer, formalize, and induce private property owners to participate in a municipally sanctioned shared parking initiative.

- Identify land parcels that could provide future efficient surface or structure parking facilities.

Draft and Final Report / Public Presentation

1. **Draft Report** - Based on the data gathered, discussion with City Staff representatives, and the site visits, THA will prepare a DRAFT report summarizing findings and recommendations of the study for the City's review and comment. The report will include charts, graphs, tables, photos, illustrations, and narratives necessary to communicate the study findings and recommendations including the following:
 - Guiding Principles for the Parking Division.
 - Updated organizational / staffing chart for and future operations.
 - Recommendations for parking revenue collection equipment, technologies, and software to be utilized by the City of Melbourne and recommendations including payment, enforcement, and management equipment / technology to support parking operations and provide a high level of convenience for patrons.
 - Summary of the recommendations and considerations of establishing a Fee Parking Program
 - 5-year operating proforma for the fee parking program.
 - Proposed communications strategies to promote the Parking Division and inform the public about parking system operations, fee parking, parking locations, policies, and updates. The goal of the communications efforts is to communicate parking related information effectively to City of Melbourne parking patrons.
 - Summary evaluation of the pros / cons of engaging third party parking operators (P3) to provide parking management services under the direction of the City of Melbourne.
 - Outline of parking specific staff training opportunities and certifications for Parking Division staff to expand their knowledge of the parking industry trends and to effectively carry out their responsibilities.
2. **Final Report** - Upon review of the DRAFT and the provision of comments by the City regarding the study, THA will prepare and submit the FINAL report.
3. **Final Presentation** - THA will coordinate with the City to undertake a presentation of the report to the City Council.



Appendix B: City of Melbourne Ordinance Article V: Parking and Loading Requirements

Sec. 9.72. Land use type and off-street parking ratio requirements.

- (a) *Provision of parking.* There shall be provided at the time of the erection of any principal structure or at the time any principal structure is enlarged or increased in capacity, by adding dwelling units, guest rooms, seats, or floor area in excess of ten percent of the existing building size, minimum off-street vehicular parking spaces with adequate provision for ingress or egress in accordance with the following requirements. Such required parking shall be used to park vehicles serving customers, employees and service vehicle

and such required parking shall not be used for storage or display of merchandise or equipment.

- (1) Adult congregate living facilities (ACLF)—One space for each employee on the largest working shift plus two spaces for each three living units. An intermediate care ACLF shall provide parking as required for a nursing home.
- (1.1) Amusement center—One parking space for each two seats/machines.
- (2) Art galleries—One space per 500 square feet of gross floor area.
- (3) ATMs (Automatic teller machine)—Two parking spaces plus one handicapped parking space per walk-up ATM not provided as an accessory use.
- (4) Auction houses—One space per three seats or two spaces per 500 square feet of gross leasable area, whichever is greater.
- (5) Auditoriums or other places of assembly—One space for each two seats or seating places or one space for each 60 square feet of floor area in the total main assembly hall, whichever is greater. One-half of total parking area must be paved; the other half may be hard stabilized surface with grass, curbing, and landscaping.
- (6) Automotive impounding yards—One customer parking space per ten impounded vehicle storage spaces, plus one space per employee.
- (7) Automotive service stations, automotive repair facilities, truck stops/large vehicle service stations and automotive body shops—Two spaces for each service bay and one space for each employee. Service bays shall not be counted as a parking space towards this requirement.
- (8) Bakeries-retail—One space for each employee on the largest working shift plus one space per 300 square feet of gross floor area.
- (9) Beauty salons and barbershops—Two spaces per station. Additional parking above retail requirements will not be required for beauty salons and barbershops in a shopping center over 50,000 square feet; provided that the facility does not occupy over ten percent of the gross leasable floor area of the shopping center.
- (10) Bed and breakfasts—One space for each guest room plus two spaces for the residence.
- (11) Businesses, retail or commercial building—One space for each 300 square feet of gross floor area excluding storage area, which shall not exceed more than ten percent of the gross floor area plus one bicycle parking space per 10,000 square feet of building area (Also see office and professional buildings and studios).
- (12) Car wash establishments—When associated with a gas station and convenience store, one parking space per wash unit or bay and one space per vacuum shall be required; An automatic, independent car wash establishment shall provide the following parking spaces: Two spaces per automated wash facility, plus one space per employee on the largest working shift and one space per vacuum. A self-service car wash (coin-operated type) shall provide the following parking spaces: one space per vacuum, one space per bay, plus one parking space per employee. Wash bays shall not be counted as parking spaces. b(13) Child care centers (day care)—One employee space for each 300 square feet of gross floor area, plus a minimum of two drop-off spaces per 1,500 square feet of floor area. b(14) Churches—(See clubs, lodges, or places of worship).
- (15) Clubs, lodges, or places of worship—One parking space for each three seats or seating places, or one space for each 100 square feet of floor area of the main assembly hall, whichever is greater. One-half of total parking area must be paved, the other half may be hard, stabilized surface with grass.
- (16) Cocktail lounges/bars/saloons—One space for each two seats or one space for each 65 square feet of floor area excluding accessory storage area, whichever is greater.
- (17) Colleges and universities, business schools, vocational and trade schools—Parking for special facilities must commence within 500 feet of each facility.
 - (A) Dormitories—One space for each two sleeping spaces;
 - (B) Classrooms, planetarium—One space for each three (3) seats or seating places;
 - (C) Gymnasium, natatorium, auditorium, theater, amphitheater, and other places of public assembly—One (1) space for each three seats or seating spaces;

- (D) Stadium—One space for each two seats, minus campus parking required elsewhere except parking required for dormitories, fraternities or sororities may not be subtracted;
 - (E) Field sports other than stadium—No new parking required.
 - (F) Infirmary—One-half space for each bed or one space for each 300 square feet if there are no beds;
 - (G) Libraries, museums—One space for each 300 square feet of floor area;
 - (H) Computer center, laboratories, greenhouses, radio/ TV stations—One space for each 300 square feet of floor area;
 - (I) Student union, cafeteria, restaurant, automate, other eating facilities, book store, retail facilities, post office—One space for each 300 square feet of floor space;
 - (J) Student military building—One space for each 300 square feet of floor area;
 - (K) Power plant, other mechanical equipment structures—One space for each 1,000 square feet of floor area;
 - (L) Administrative offices, teacher's offices, etc.—One space for each 300 square feet of floor area.
- (18) Communications broadcasting studios/facilities—One space per 300 square feet of gross floor area, excluding storage areas.
- (19) Community center buildings—Four spaces per 1,000 square feet of gross floor area, plus one bicycle space per 1,000 square feet of floor area.
- (20) Community residential homes—Five spaces per residence, plus one space for every two residents over age 16 years, unless identified by the state as a person unable to obtain a Florida driver license.
- (21) Convenience stores with gas pumps/gas stations—One space per 300 gross square feet plus two employee spaces and five bicycle parking spaces per store. A minimum of two spaces required adjacent to the building and when associated with a service station, 25 percent of remaining required spaces may be located at fuel pumps.
- (22) Day cares—(See Child care center or family day care center).
- (23) Domestic violence shelters—One parking space shall be provided for each 525 square feet of living area.
- (24) Education facilities:
- (A) Elementary schools—One parking space per each 25 students, one for each faculty member and employee, plus five bicycle parking spaces per motor vehicle parking space.
 - (B) Junior high schools—One parking space per each 15 students, one for each faculty member and employee, plus five bicycle parking spaces per motor vehicle parking space.
 - (C) High schools—One parking space per each four students, one space per each faculty member and employee, plus one bicycle parking space per motor vehicle parking space.
- (25) Family day care homes—One drop-off space required in addition to the required parking for residential uses.
- (26) Financial institutions and brokerage houses—One space per each 300 square feet of gross floor area, excluding storage areas, plus one space for each two employees.
- (27) Fraternity and sorority houses—One space for each bed or one space for each 150 square feet, whichever is greater.
- (28) Funeral homes and mortuaries—One space for each three seats or seating places excluding areas needed for funeral vehicles. One-half of the total parking area must be paved, the other half may be hard surface with grass.
- (29) Furniture, carpet and major appliance stores—One space for each two employees and one space for each 800 square feet of gross floor area.
- (30) Group homes—One space per employee on the largest working shift plus one space per four clients or bed spaces; if clients are not permitted to have vehicles on-site, one space per 600 square feet of gross floor area is required in addition to employee spaces.
- (31) Homeless shelter facilities—One space for each employee on the largest working shift plus one space per 30 persons sheltered, plus one bicycle parking space per five beds or fraction thereof.
- (32) Hospitals—One space for each two patient beds, plus one space for every 1.5 employees on the largest working shift, one space per doctor on the largest working shift, and two spaces per emergency room bed, plus ten bicycle parking spaces per each 100 employees on the largest working shift. Employee parking must be available for each shift at least 60 minutes prior to the beginning of the shift.
- Hotels, motels or rooming houses—One space for each sleeping unit plus one space for the owner or manager, and one space for

each three employees. If restaurant facilities or cocktail lounges are included, 50 percent of the required parking for a restaurant shall be provided. m(34) Libraries and museums—One space per each 500 square feet of gross floor area.

- (35) Manufacturing industrial uses and industrial assemblies—One space for each two employees on the largest working shift. Bicycle parking spaces may substitute for vehicles parking spaces. However, bicycle parking shall represent no more than ten percent of the total required parking. Manufacturing/industrial are encouraged to provide employee shower/locker when providing bicycle parking.
- (36) Marinas (commercial)—One space for each two slips in wet storage, one space for each four spaces in dry storage, and one space for each 300 square feet of sales area. ,(37) Medical and dental clinics, doctor and dentist offices, animal hospitals or veterinary clinics—Five spaces per doctor plus three administrative spaces per doctor, or one space per each 175 square feet of building area excluding accessory storage, whichever is greater. ,(37.1) Micro-breweries and micro-distilleries—One space for each 750 square feet of gross floor area, plus one space for each employee on the largest working shift.
- (38) Mortuaries and funeral homes—(See Funeral homes and mortuaries.)
- (39) Motor vehicle sales (cars, trucks, boats)—One space per 500 square feet of enclosed floor space; one space per 2,000 square feet of outdoor display area; 1.5 spaces per employee; and 1.5 spaces per service bay. The required employee parking spaces must be identified as "employee parking only."
- (40) Museums—(See Libraries and museums.)
- (41) Nursing or convalescent homes and sanitariums—One space for each three beds, plus one space for every 1.5 employees on the largest working shift, exclusive of spaces required for doctors (doctor spaces shall be provided in accordance with subsection (37) above).
- (42) Office and professional buildings and studios—One space for each 300 square feet of gross floor area excluding accessory storage area, plus one (1) designated bicycle parking space per 10,000 square feet of building area.
- (43) Passenger transportation terminals—Five spaces, plus one space per 300 square feet of gross floor area.
- (44) Police/fire stations—One space per employee on the largest working shift, plus two additional spaces for the public.
- (45) Recovery homes/halfway houses—One space per employee on the largest working shift plus one space per four on-site clients or bed spaces. If clients are not permitted to have vehicles on-site, one space per 600 square feet of gross floor area is required in addition to employee parking.
- (46) Recreation centers/facilities:
 - (A) Health clubs or racquetball/handball facilities, any combination of the following as determined by the community development director:
 - One space per 150 square feet of gross floor area;
 - One space per two employees on the largest working shift;
 - One space per three seats in a lounge or restaurant area;
 - Five spaces per racquetball/handball court;
 - One and one-half spaces per nautilus machine;
 - Two bicycle parking spaces per 1,000 square feet of gross floor area.
 - (B) Tennis courts—Two spaces per court.
 - (C) Tournament tennis stadiums—30 spaces per court.
 - (D) Batting cages—One space per cage, plus one bicycle parking space per each four cages.
 - (E) Go-cart tracks—Ten spaces per track.
 - (F) Miniature golf—12 spaces per course plus one per employee on the largest working shift.
 - (G) Baseball/softball fields—Ten spaces per field, plus one space per four spectator seating spaces provided. (One seat equals 2.5 feet of bench length.)
 - (H) Swimming pools—One space per 40 square feet of swimming pool surface area, plus one bicycle parking space per 40 square feet of swimming pool surface area.
 - (I) Volleyball courts—Ten spaces per court.
 - (J) Shuffleboard courts—Two spaces per court.

- (K) Gymnasiums—One space per three seats.
 - (L) Golf courses—45 spaces per nine holes.
 - (M) Golf driving ranges (as a primary use)—One space per tee box.
 - (N) Watercraft launch facilities—Five trailer parking spaces per launch site.
 - (O) Active park areas—Four spaces per acre up to ten acres, two spaces per acre from ten to 50 acres, one space per acre for every acre over 50 acres, plus two bicycle parking spaces per acre.
 - (P) Passive park areas—One space per acre up to ten acres, one space per every five acres thereafter, plus one bicycle parking space per acre.
 - (Q) Recreation buildings—One space per 500 square feet of gross floor area, plus one bicycle parking space per 500 square feet of gross floor area.
 - (R) Football/soccer not associated with a stadium/field—40 spaces of which one-half must be paved and the other one-half may be hard surfaced with grass, curbing and landscaping.
 - (S) Stadiums—One space per each two seats.
- (47) Residential uses - single-, two- and three-family units, apartments, multifamily dwellings, townhouses and mobile homes—Two spaces per dwelling unit. For one- and two-family units, at least one parking space shall be located in an enclosed garage (except affordable housing developments). For multifamily dwellings, at least 20 percent of the required number of spaces that are provided shall be accessible to visitors and shall not be private or assigned; otherwise, additional parking shall be provided to meet this 20 percent requirement. Also, all handicap space requirements shall apply in addition to this requirement.
- (48) Restaurants/brewpubs—One space for each three seats or seating places, one space per employee on the largest working shift, plus two bicycle parking spaces per 100 seats. Restaurants with no seating shall provide one space per employee on the largest working shift. If a drive-thru or pickup area is provided, three additional spaces shall be provided.
- (49) Retail establishments—(See business retail or commercial building).
- (50) RV parks—One space for each RV unit and 1.5 parking spaces per site with at least one parking space other than the RV space at the site.
- (51) Schools—(See Education facilities).
- (52) Service stations—(See Automotive service station).
- (53) Soup kitchens—One parking space per ten seating places plus one bicycle parking spaces per each three seating places.
- (54) Storage facilities—One space for every 1,000 gross square feet of floor area. Mini storage warehouse shall provide one space per 20 storage rental units.
- (54.5) Temporary labor agency. One space per three employees/clients seeking temporary labor employment, one space for each office employee of the agency, and one bicycle parking space per each employee/client seeking temporary labor employment.
- (55) Theaters:
- (A) For theaters located in a shopping center or a professional plaza of 50,000 square feet or greater of gross retail or professional area, parking shall be provided according to the following standards:

Square Feet of Gross Retail or Professional Area	Parking Standard (one space)
50,000 to 79,999	Per six seats
80,000 to 99,999	Per seven seats
100,000 and over	Per eight seats

- (B) For freestanding theaters or theaters located in a shopping center or a professional plaza of less than 50,000 square feet of gross retail or professional area, there shall be provided in addition to the parking provided for the shopping center or professional plaza, one space for each three seats or seating places. In the case of freestanding theaters, two-thirds of the total parking area must be paved. The other one-third may be hard surfaced with grass, curbing and landscaping.
- (56) Warehouse and packaging facilities—One space per 1,200 square feet of gross floor area, one space per each two employees on the largest working shift, one space for each company vehicle.

(57) In the CB-OZ and the Eau Gallie art overlay zone, the following parking regulations shall apply:

Use	Parking Requirement
Accessory dwelling unit	None
Studio unit; efficiency unit	One space per dwelling unit
1 bedroom unit	One space per dwelling unit
2 bedroom unit	1.5 spaces per dwelling unit
3+ bedroom unit	Two spaces per dwelling unit
Hotel	One space per sleeping unit

Appendix C: Circuit Overview for Melbourne

CIRCUIT: A Turnkey, Electric & Shared Solution

We eliminate inefficiencies, align with user-behavior, and complement existing infrastructure.

It's Plug & Play, and Cheaper

- Over 1 million rides & may solve a problem that even Uber can't...
- Business Insider
- How this electric vehicle ride-share company won the trust of cities without 'disrupting' them.
- Fast Company
- This is a proven solution that should immediately benefit transit-limited (city dwellers) and expand access to zero-carbon mobility.
- Micah Kotch, BMW Mini Strategy Team

Cost-Effective

Lower hourly and per rider costs

HOW TO MEASURE TRANSIT COSTS

$$\text{Cost Per Rider (CPR)} = \frac{\text{Total Cost of Transit System} - \text{Revenue from Fares \& Ads}}{\text{Total Number of Riders}}$$

- High demand = lower cost per rider. Circuit's given over **8M rides!**
- Hollywood, FL replaced 3 buses with 10 Circuit cars.
30% total cost reduction
80%+ cost per rider reduction
- Other microtransit CPR = \$20+ (with fare)
Circuit pompano CPR = ~\$2 (with \$0 fare)

Employee Drivers

- Safety and Training**
ADA training, background checks, licensing, on-board cameras
- Reliability**
Local management ensures quality control and guaranteed hours on the road
- Job Creation**
Provide new jobs through staff drivers hired from within your community
- Local experts & community**
Local drivers build relationships with riders

The Technology

Customizable On-Demand

Door-to-Door or Smart Spot options

Pooling Algorithm

Tech-driven "Ride Sharing", vehicle prioritization and fares by zones

Additional Options

ADA, Spanish Language, Fare Collection, Discount Codes

Data & Reporting

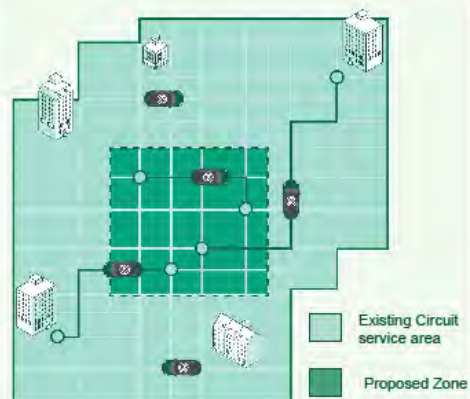
Real Time analysis, heatmaps, data reports



Introducing Zones

Circuit can dynamically route and prioritize vehicles and adjust fares based on different zones within our coverage areas.

- **Zone-specific fares:** Rides within and to/from proposed zone can be free or fare-based, dependent of the fares in the existing market
- **Dynamic Vehicle Routing:** Prioritize and allocate different vehicle types within the Proposed Zone, or share fleet with the Existing Circuit service area
- **Custom Stop Types:** Proposed zone can be single stop, multiple, stop, or door-to-door



Optional Revenue Share Programs

Reduce costs with fares and advertising



Nominal fares keep service accessible to all



Award winning OOH media campaigns



Support local businesses with local advertising



Electric Vehicle Options



GEMs
(GEM E6 - 2021 and
Newer - Made in USA)
5 passengers
80+ Miles per charge
ADA configurations
Branding opportunities



Sedans
(Kia, Hyundai, VW etc.)
4 passengers
300+ Miles per charge
Branding opportunities



SUV
Kia EV9
6 passengers
300+ Miles per charge
Branding opportunities



Vans
Van 8-15 passengers
150+ Miles per charge
ADA configurations
Branding opportunities



Case Studies

SAN DIEGO, CA

Circuit won an RFP for a full service circulator program. [More Info](#)

GOALS

Increase mobility downtown, reduce carbon emissions, and help connect to local transit hubs.

RESULTS

- 260k+ annual riders
- 600+ daily riders
- 35+ jobs created
- 96.3 metric tons = CO2 emissions saved Yr 1
- 100% demand for rides: user adoption success

HOLLYWOOD, FL

"Sun Shuttle Exceeds Expectations" - Hollywood Gazette. [More Info](#)

GOALS

Exceed ridership numbers of the Hollywood Trolley, and provide a convenient service for locals & visitors.

RESULTS

- 13,000+ riders per month
- Replaced the Trolley, saving the city money
- 22+ jobs were created
- Success of the program led to more shuttles being added to the area

NEW ROCHELLE, NY

The success of Circuit's New Rochelle service turned the pilot into a full contract. [More Info](#)

GOALS

Help with parking issues at the train station for commuters, and make connections to mass transit.

RESULTS

- 9,000+ riders in the first 3 months
- 33% of riders use Circuit to connect to the train/bus
- 24% of riders use Circuit to avoid parking issues
- "One of the city's 'Smartest' investments to date..." [National League of Cities](#)



13



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jason@ridecircuit.com



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City of Melbourne, Florida
Agenda
Melbourne Downtown Redevelopment Advisory Committee

Special Meeting

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

June 26, 2025 • 5:30 PM

1. A meeting of the Melbourne Downtown Redevelopment Committee was held in the Council Chamber at 900 East Strawbridge Avenue and was called to order at 5:30 p.m. by Chairman Lisa Herendeen.
2. All present said the Pledge of Allegiance.
3. The following members were:

Present: Lisa Herendeen, Chair
Bert Luer, Vice-Chair
Gerry Smith, Member
LeAnn Smithson, Member
John Lucas, Member
Chris Adams, Alternate Member
Brett Miller, Alternate Member

Absent: Marva Murray, Member (excused)
JoAnn Davis, Member (excused)

Also Present: Cindy Dittmer, Community Development Director
Douglas Dombroski, Economic Development Manager
Vice Mayor David Neuman
Mary Wolak, Recording Secretary

4. **THA Consultants Parking Management Plan Presentation**

Mr. Dombroski introduced THA Consulting (THA), the company that was hired to put together the Parking Management Plan. Jim Zullo, from THA, gave a presentation to the public and said he would welcome their feedback. Mr. Dombroski said that this has been a process, and the next steps will be to go before City Council to adopt the Parking Management Plan. Mr. Zullo gave a summary on the steps that were taken to get to this point so far. He explained that THA is planning and analyzing the parking activities downtown.

Mr. Dombroski said parking management has always been a priority to the CRA as early as 2017. The City of Melbourne and Melbourne Main Street have collaborated together with various stakeholder meetings. At that time, the public concern was about the long-term parkers taking the most convenient spots downtown. In 2022, there was another stakeholder meeting with the CRA and the community and the same issue came up again. City Council appropriated funds in 2023 to complete a parking management plan. In 2024 an RFP was posted and THA won that bid. In January 2025, 2 stakeholder meetings took place to receive the public's input.

Mr. Dombroski made it clear that the reason for this parking management plan is not to eliminate free parking downtown, there will be ample free parking even if paid parking is implemented in the future.

Jim Zullo from THA Consulting introduced himself and the company and said they have done a lot of work in the State of Florida specializing in parking management. He said each community is unique, but most communities have a management plan.

The overall goal is to distribute parking in various areas based upon length of time. This includes off-street, on-street and garage parking. During their four days of analysis, parking inventory was gathered along with analysts of problems.

He displayed a chart and map showing the utilization of the parking during weekday and weekend peak hours. Whatever actions take place, the goal is to improve accessibility and redistribute long term parkers to off-street assets. He said most downtowns do not have a parking problem; they have a “walking problem” because people are reluctant to walk 2-3 blocks. He compared this to a regional mall where people park in a large parking lot and walk further distances to get to the entrance.

He said another goal is to maximize the spots that downtown already has. When THA completed their study in January 2025, they compiled utilization of parking from Wednesday through Saturday, 8:00 a.m. to 10 p.m. They found that the municipal garage was not being utilized to its capacity.

He highlighted some points from the last stakeholder meetings and some concerns the public had, such as:

- Long term/daily parking options needed
- Improvement of parking and wayfinding signage leading to garage
- Parking enforcement is needed to promote turnover
- Consider shuttles and accessibility within city and to prominent locations
- Establish a funding mechanism for parking operations.

Ms. Herendeen had a concern about paid parking on Waverly and Vernon Place and the high volume of residents in that area.

Ms. Herendeen thought that perhaps narrowing the parking spots would provide additional parking. Mr. Dombroski said parking spots can be restriped in a downtown urban area as narrow as 9 feet wide. Melbourne spaces in the garage are 10 and 11 feet wide.

There was a conversation regarding the approval and timing of the actual implementation of the plan and the ways individuals can find ways to locate free parking spaces. The idea would have to be pushed out through social media, maps, signage, etc.

Ms. Smithson did not understand why overnight parking is an issue. Mr. Zullo said the goal would be to avoid residents parking overnight for free in off-street public lots, instead of using their provided on-site parking. Monitoring would

have to be done to see if it was the same cars doing it, or it is a one-off because someone did not want to drive home intoxicated.

There was a general conversation regarding parking garages and the width, structures, ramps, parking sizes, etc. The scope of the plan did not include finding a new parking garage location, this study was conducted to see how parking spaces that currently exist can be best utilized.

6. General Public Comment

Moved by Lucas/Adams to recommend that public comments be limited to 3 minutes.

Motion carried unanimously.

There were approximately 40 community members in attendance.

Mr. Bill Miller, a resident of Melbourne, was disappointed with the presentation that was given. He had concerns about Depot Avenue Parking lot and Highline Apartments parking. Mr. Dombroski said there was a lease agreement at one time with Florida East Coast Railway (FEC) but they dissolved the lease, and there currently is no lease.

Mr. Scott Anderson who resides on Waverly Street, said if there is metered or paid parking on Waverly Street where is he suppose to park. He said there are 8-9 residential buildings in that small section.

Adam Deardoff, one of the owners of Foo Bar wanted to stress that leaving cars parked overnight downtown, because someone had too much to drink, is saving lives and that should not be changed. He believed carousel parking should be something to be looked at. He and his partners were willing to invest in a project like this and lease the property behind Hurricane Creek but he said the City shut the idea down.

Mr. Dombroski addressed Mr. Deardoff's comments regarding his carousel parking idea. Mr. Dombroski explained the history behind that idea, stating that City Staff provided Mr. Deardoff with City Code and information regarding private public partnerships and staff was willing to review a proposal but staff has never received such a proposal from the group. There is also a stormwater drainage requirement by St. Johns Water Management District.

Phil Smith asked if there is a shortage of parking spots downtown. Mr. Zullo said there is not a shortage in inventory, but it is the usage of the spots that is the problem.

A representative of Trinity Towers South spoke on behalf of their senior residents. She said their residents are older, some with disability in walking and on a budget, so for them to have to walk further or pay for parking is going to be really bad for them. The residents are very concerned about this and it will affect several senior affordable housing communities downtown. Mr. Luer asked if Trinity Towers had their own parking spots, and she said that it was very limited - there are 62 parking spots and 164 residents.

Laura Calfo, owner of Raintree Mercantile, spoke. She was worried about the idea of metered parking because she felt at lunchtime, it would deter customers from coming downtown, especially for the elderly, who do not know how to use, or have access to a mobile parking app. She felt if it does go that way, and there is a 2-hour parking limit, it does not give customers ample time to enjoy dinner and then go shopping afterwards. She said retail businesses are struggling already, and feels like the paid parking would make it much worse. She also wanted to make sure that business owners would not be required to pay for parking - rent cost is high enough.

Lena from Main Street Pub said she is a big supporter of “no drinking and driving” so she hoped there would be a solution to that and handicapped parking should be free.

There was a discussion regarding adaptability of mobile parking app’s features, meters, pay stations and handicapped parking challenges.

Allison Cadenza, Esq., representing the family of the new multi-family, east of The Mansion, asked if the City is looking into another parking garage and location. Ms. Herendeen said there have been no discussions regarding a new parking garage in Downtown Melbourne. She also asked if there are any plans for rehabilitation of the Front Street parking lot or loading facilities in the next 12 months.

Mr. Dombroski said anytime there is new development coming into Downtown Melbourne, staff encourages a public-private relationship to potentially partner together to get more public parking spaces. Most property is privately owned at this point.

Ms. Dittmer said the only project that she is aware of at Front Street in the future is the reconstruction of the docks and there are no parking lot changes planned in that area.

Kim Agee of Melbourne Main Street thanked THA Consulting for their presentation and all the information provided. She said this has been something that has been worked on for years and she hopes that a solution is found.

Ms. Herendeen asked what the next steps will be.

Mr. Dombroski said if there is a motion tonight to adopt this complete plan, it will move forward to City Council for approval. This plan has been a priority to City Council and the Melbourne Downtown CRA Advisory Committee to be in place prior to the Downtown Streetscape Project begins.

There was a discussion regarding enforcement costs, paid parking, citations and revenue to provide a more pedestrian friendly environment. Projections were discussed with the different phases and improved conditions.

Ms. Dittmer said there will be City Code changes necessary to implement the new Parking Management Plan and many steps will have to be addressed along the way.

Ms. Smithson had concerns that this should be kept moving forward once it is established.

Moved by Miller/Adams to recommend the general framework of the Plan, implementing Phase I Parking Enforcement and assembling a parking committee and returning to the Committee 6 months after implementation of Phase I.

Motion carried unanimously.

10. **Adjournment**

Ms. Herendeen adjourned the meeting at 7:16 P.M.

Respectfully submitted,

Mary Wolak
Mary Wolak, Recording Secretary



Melbourne City Council
August 12, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	3
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.15.

Subject:

Ordinance No. 2025-39, Melbourne Downtown Community Redevelopment Plan Amendment

Background/Consideration:

This is a request for approval of an ordinance amending Chapter 20, City Code, and the Melbourne Downtown Redevelopment Plan to list the Community Redevelopment Agency (CRA) programs and projects to be implemented and funded during the term of the Agency, ending on December 31, 2042.

The proactive approach in amending the Redevelopment Plan is responsive to the Florida Legislature's 2025 consideration of CRA legislation that would prevent CRAs from taking on new projects that were not already clearly identified and defined in an Agency's redevelopment plan.

The intent of the redevelopment plan amendment is to ensure that the current plan is comprehensive enough to carry out the redevelopment goals of the Melbourne Downtown CRA through its termination date of 2042. In addition, the plan amendment provides more transparency because it is more explicit in detailing program strategies and defining CRA capital projects. The redevelopment plan amendment defines 11 capital improvement projects and six (6) ongoing programs, and is attached to the ordinance.

On June 6, 2025, the Melbourne Downtown CRA Advisory Committee provided unanimous consensus that the proposed plan amendment should be moved forward for City Council adoption. In addition, §163.360, Florida Statutes, requires Redevelopment Plans to be consistent with the local government Comprehensive Plan. On July 17, 2025, the Planning and Zoning Board provided a unanimous vote affirming that the proposed 2025 Melbourne Downtown CRA Plan Amendment is consistent with the City of Melbourne Comprehensive Plan.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2025-39.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Doug Dombroski, AICP, Economic Development Manager
Re: **Melbourne Downtown CRA Plan Amendment**
Date: July 31, 2025

This is a request to approve an ordinance for an amendment to the Melbourne Downtown Community Redevelopment Plan. City Council will be considering this ordinance in their capacity as the governing body of the Melbourne Downtown Community Redevelopment Agency (CRA).

Background

During the 2025 Florida legislative session, both the Florida House of Representatives and the Florida Senate considered legislative bills that would place new statutory requirements on Community Redevelopment Agencies. The proposed legislative initiatives centered upon facilitating the sunset of existing CRAs, setting restrictions for new CRA projects, and establishing limitations for financing CRA projects through bonds or other forms of debt service.

The proposed 2025 legislative initiatives provided a safe harbor from CRA statutory regulations relating for agency projects, if the projects were specifically outlined with the respective CRA redevelopment plan. As such, City staff is taking a proactive approach in anticipation of future legislative initiatives, by amending the Downtown CRA Redevelopment Plan. The proposed amendment includes a more wide-ranging outline of potential projects up to the termination of the Melbourne Downtown CRA in 2042.

Melbourne City Council amended the redevelopment plan in 2020¹ to set forth the major program and project priorities of the agency, including the current CRA Sunset date of December 31, 2042. The 2020 plan amendment was intended to provide a listing of short-term and long-term CRA projects and priorities; however, the amendment was approved as a ten-year project strategy, to approximately 2030. The proposed plan amendment is a 17-year project and program strategy for completion before the Agency's sunset.

¹ Ordinance 2019-58 was adopted on January 14, 2020

Proposed Redevelopment Plan Amendment

A complete listing of the CRA projects and programs is outlined in Exhibit A of the Ordinance will become the Melbourne Downtown CRA Plan Amendment if it is adopted by City Council. The projects have a broad-based description with several elements, which provides flexibility on an annual basis to program phasing of large projects. Additionally, the prioritization of projects would be determined before each budget year within the Downtown CRA Five-Year Capital Improvement Program.

The proposed 2025 CRA plan amendment is intended to provide a more comprehensive project and program focus up to the termination of the CRA agency in 2042. Additionally, the proposed plan amendment provides a more transparent long-range strategy to achieve the agency's goals through implementation of the Melbourne Downtown CRA Redevelopment Plan. In the event that the Florida Legislature considers similar CRA bills as were proposed in 2025, this amendment provides enhanced capacity for the Melbourne Downtown CRA to realize the goals of the agency.

On June 6, 2025, the Melbourne Downtown CRA Advisory Committee provided a unanimous consensus that the proposed plan amendment should be moved forward for City Council adoption². In addition, §163.360, Florida Statutes requires redevelopment plans to be consistent with the local government comprehensive plan. On July 17, 2025, the Planning and Zoning Board provided a unanimous vote affirming that the proposed 2025 Melbourne Downtown CRA Plan Amendment is consistent with the City of Melbourne Comprehensive Plan³.

Recommendation

Approval of the ordinance amending the Melbourne Downtown Redevelopment Plan.

² The Melbourne Downtown CRA Advisory Committee could only provide a unanimous consensus recommendation from the members present, because there was not a quorum of the Committee to vote on the agenda item.

³ FOC-2025-0003 was approved by the Planning and Zoning Board 6/17/2025

Memorandum

To: Mayor and Council

From: Yvonne Minus, Chair, Planning and Zoning Board

Re: **Finding of Consistency (FOC2025-0003) Melbourne Downtown CRA Plan Amendment**

Date: July 18, 2025

Applicant: City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting of July 17, 2025, reviewed the above request for Finding of Consistency.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of FOC2025-0003 which amends the redevelopment plan of the Melbourne Downtown Community Redevelopment Agency (CRA). The recommendation of the Planning and Zoning Board is based upon the following findings:

Findings

1. The proposed ordinance is consistent with the Comprehensive Plan. Specifically, the proposed ordinance is consistent with the following Objectives and Policies from the City's Comprehensive Plan:
 - **Future Land Use Element Objective 1.1**
The City shall discourage and/or reduce urban sprawl.
 - **Future Land Use Element Policy 1.1.1**
The City shall encourage infill development through the following mechanisms:

The use of higher density/intensity and mixed-use land use categories in areas desirable for infill development.

The use of density bonuses or targeted redevelopment programs.
 - **Future Land Use Element Objective 1.18**
The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

- **Future Land Use Element Policy 1.18.1**

The City shall continue to promote vitality and redevelopment of the three community redevelopment areas it established pursuant to Chapter 163, Florida Statutes: the Historic Melbourne Downtown CRA, the Babcock Street CRA, and the Olde Eau Gallie Riverfront CRA, as directed in the respective Community Redevelopment Plans.

- **Future Land Use Element Policy 1.18.2: Public and Private Sector Partnerships**

The City shall coordinate redevelopment issues with the private sector to promote mobilization of public and private sector resources necessary to effectively carry out redevelopment efforts.

2. The proposed ordinance will not significantly change the general character of the City, cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments.
3. The proposed ordinance will not adversely affect the public health, safety, welfare, economic order, or aesthetics of the City.

Respectively Submitted,

 for
Yvonne Minus, Chair
Planning and Zoning Board

ORDINANCE NO. 2025-39

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE MELBOURNE DOWNTOWN REDEVELOPMENT PLAN; MAKING FINDINGS; AMENDING CHAPTER 20 OF THE CITY CODE, ENTITLED "COMMUNITY PLANNING AND DEVELOPMENT;" AMENDING SECTION 20-64, ADOPTION, TO PROVIDE REDEVELOPMENT GOALS WITH REVISIONS TO CRA PROJECTS AND PROGRAMS WITHIN THE REDEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, the City operates a Florida Statutes, Chapter 163, Community Redevelopment Agency ("CRA") known as the Melbourne Downtown Community Redevelopment Agency ("Agency") within the area established by the City Council and described in Section 20-40 of the City Code; and

WHEREAS, Florida Statutes, Section 163.361, provides that if it becomes necessary or desirable to amend or modify a redevelopment plan, a governing body may amend such plan upon the recommendation of the agency; and

WHEREAS, Melbourne City Council as the governing body of the CRA Agency is identifying CRA redevelopment plan priorities for capital projects and programs to be administered during the Melbourne Downtown CRA's term of existence established within Section 20-44, City Code; and

WHEREAS, adoption of this ordinance provides additional transparency of the Agency's intent to commit future CRA funding to projects and programs identified in the amendment to the CRA redevelopment plan; and

WHEREAS, attached as Exhibit "A" and incorporated herein by this reference is the amendment to the redevelopment plan, establishing a listing of CRA programs and projects consistent with the redevelopment goals of the CRA, with planned implementation prior to the CRA agency termination on December 31, 2042; and

WHEREAS, the Melbourne City Council and the Local Planning Agency reviewed the plan and found the proposed amendment to the redevelopment plan to be consistent with Section 163.360, Florida Statutes, and the Comprehensive Plan.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 20-64 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

ARTICLE I. IN GENERAL

* * * *

DIVISION 3. DOWNTOWN REDEVELOPMENT PLAN*

* * * *

Sec. 20-64. Adoption.

The Community Redevelopment Plan for the Melbourne Downtown Redevelopment Area consists of the document entitled "Community Redevelopment Plan for the Melbourne Downtown Redevelopment Area," adopted by Ordinance No. 82-58 on December 28, 1982, together with amendments entitled:

* * * *

(14) "September 2024 Amendment to Community Redevelopment Plan," adopted by Ordinance No. 2024-56 on September 25, 2024.

(15) "August 2025 Amendment to Community Redevelopment Plan," adopted by Ordinance No. 2025-39 on August 26, 2025.

* * * *

A copy of the plan, and the amendments, are on file in the City Clerk's office.

SECTION 3. That attached hereto as Exhibit "A" and incorporated herein by this reference is the amendment to the Community Redevelopment Plan dated August 26, 2025.

SECTION 4. Severability/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 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]

Ordinance No. 2025-39

Attachment: Exhibit "A" – Amendment to the Community Redevelopment Plan

Melbourne Downtown Redevelopment Plan 2025 Redevelopment Plan Amendment

Exhibit A – Ordinance 2025-39

CRA Programs		
Program Name	Length	Strategy
Façade Improvement	Ongoing annual	Exterior renovation of commercial buildings for the elimination and prevention of slum and blight
Community Policing	Ongoing annual	Enhanced community policing including personnel, equipment, and outside security. Services are above standard MPD patrols to promote a safe environment for commerce and the nighttime economy, benefiting merchants, employees, customers and patrons to Downtown
Parking Management	Ongoing annual	Implementation of the parking management plan recommendations as an economic development tool, benefiting both businesses patrons by providing organized, efficient, clean and safe public parking opportunities
Redevelopment Opportunity Sites	Ongoing annual	Market opportunity sites to private-sector redevelopers, encouraging highest and best use by promoting vertical developments such as residential, office, retail, and hotel uses, achieving high residential density/commercial intensity
Public-Private Development	New Applications 12/31/2027; Program Funding Duration 2042*	Continue incentives for residential, hotel, office or retail catalytic developments with real estate investment over \$5,000,000. Each project is considered on case-by-case basis. Initially implemented as a temporary program to establish a market for dense/intense vertical and mixed-use development. ❖ Approved Commitments of CRA Funding extends no later than 2042: 1. Highline Apartments, LLC, \$2.4 M Bond 2. 801 Strawbridge Hotel, LLC, “Melby” 20-Yr TIF Reimbursement 3. DTM Apartments Joint Venture, LLC “View”- 10-Yr TIF Reimbursement
Main Street Program	Ongoing annual	Florida designated Main Street Program contracted annually with the CRA to promote the redevelopment goals of the agency and to implement the Main Street America Four Point Approach of Organization, Promotion, Economic Vitality, and Design

Melbourne Downtown Redevelopment Plan 2025 Redevelopment Plan Amendment

CRA Capital Projects	
Project Name	Description
South Expansion Streetscaping	Streetscape improvements in the South Expansion area of the CRA. Primary areas of focus include the U.S. Highway 1 Corridor, Prospect Avenue, and Stone Street. Secondary areas include Lipscomb Street, Brothers Avenue, W.H. Jackson Street. Examples of Improvements may include the following: medians, landscape, hardscape, irrigation, lighting, and sidewalks
Riverview Park Improvements	Capital projects consistent with the Riverview Park Master Plan that was adopted by City Council in 2014
Electric Vehicle Chargers	Installation of EV chargers in various public parking locations
Downtown CRA Gateway welcome signage	Gateway signage located at entrances of the CRA District • U.S. Highway 1 and University • E. New Haven Avenue and Front Street
Public Parking Facilities	Construction of new facilities & capital improvements to existing facilities that enhance supply, safety, and efficiency which may include land acquisition, infrastructure, equipment, and fixtures & furnishings for parking management
Downtown Lighting Improvements	Enhancements to existing CRA public lighting infrastructure, which may include the following, Installation of additional poles and fixtures in areas of deficiency, fixture modifications to improve photometric standards, replacement of damaged CRA poles and fixtures
Downtown Core Streetscape Project	Streetscape improvements within the retail core area of Downtown Melbourne identified as New Haven Avenue from Livingston Street west to Front Street, including side streets such as Municipal Ln., Melbourne Ct., Henley Ct., and Waverly Pl. Examples of Improvements may include the following: medians, landscape, hardscape, irrigation, lighting, sidewalks, wayfinding, signage, curbing, and utility infrastructure
Holmes Park Plaza and Event Space	Aggregation of property for public space that includes Holmes Park, 2029 Melbourne Ct., and portions of adjacent right-of-way. Redevelopment of the location to serve as a passive park and public space, which is suitable to accommodate events.
Public Restrooms	Installation of public restroom facilities for patrons of Downtown Melbourne
West Crane Creek Pedestrian Bridge	Pedestrian bridge facility spanning Crane Creek connecting the Downtown Core Area with the South Expansion Area of the CRA and re-establishing the historical bridge connection.
Front Street Park Improvements	Installation of new facilities or replacement facilities, which enhance the park for public use.

***CRA Sunset Date:**

December 31, 2042 termination date by Ordinance 2019-58 and pursuant to Sec. 163.3755(1), Florida Statutes.



Melbourne City Council
August 12, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.16.

Subject:

Critical Community Need Request Housing Case Manager Assistance - Daily Bread, Inc./ Providence Connects

Background/Consideration:

This is a request for City Council to declare a Critical Community Need for the funding of a grant for Daily Bread/Providence Connects to provide housing case manager assistance to the chronically homeless within the City of Melbourne during FY 2026.

City Council adopted Council Policy #10 regarding Grants-in-Aid and Critical Community Needs in June 2021. The Policy adopted a process and guidance for City Council to determine the funding of critical community needs as they are brought before City Council. A critical community need was defined as a social service or other closely related activity, benefiting the Melbourne community, of which Council is desirous of filling. The first step in the process is the declaration of the critical community need. Further steps will be the consideration of the request by the Grants-in-Aid Committee and a Funding Agreement at a future Council meeting.

City Council has had past discussions and taken multiple steps over the years toward supporting the overall homeless concerns of the community. The City has annually provided \$50,000 in funding to Steadytown, Inc./Daily Bread, Inc. since FY 2016-2017 to fund a full-time case manager to assist the chronically homeless within the City of Melbourne. In FY 2024-2025, the funding was increased to \$100,000 to assist Daily Bread with additional funding to provide two (2) full-time housing case managers.

As Daily Bread, Inc. has continued to focus on finding housing opportunities for the chronically homeless, the funding of the Housing Case Manager continues to be critical. A total of six (6) case managers currently work for Daily Bread, Inc. and these services will continue as Daily Bread transitions to their new development at Providence Place, which will require additional focus on housing case management services. The primary duties of this position are: identifying and contacting homeless persons in their homeless environment, assessing their individual challenges contributing to chronic homelessness, referring them to appropriate services and coordinating and monitoring their ongoing treatment in a coordinated effort to transition the person from homelessness to a stable living environment.

**Fiscal/Budget Impact:**

If the declaration is approved by City Council, an item for consideration of approval of a funding agreement will return after consideration by the committee. Funding in the amount of \$50,000 was programmed in the FY 2025-2026 budget.

Requested Action:

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

Memorandum

To: Jenni Lamb, City Manager
From: Cindy Dittmer, AICP, Community Development Director
Re: **Declaration of Critical Community Need –
Daily Bread/Providence Connects –Housing Case
Manager Assistance**
Date: July 31, 2025

This item is for consideration by City Council to decide on the annual funding request for Housing Case Manager assistance provided by Daily Bread/Providence Connects through the declaration of the activity as a Critical Community Need. City Council has declared the provision of Housing Case Manager assistance by Steadytown/Daily Bread as a Critical Community Need for the past nine years and funded the need through an annual \$50,000 grant. In FY 2024/2025, funding was increased to \$100,000 to assist the Daily Bread in its transition away from its previous operation of a soup kitchen and day shelter, to a housing focused mission, funding two housing case managers.

City Council adopted Council Policy #10 regarding Grants-in-aid and Critical Community Needs on June 8, 2021. The process for declaring a Critical Community Need was provided by the adoption of the policy and City Council must make an initial declaration of the Critical Community Need to begin the process. The intent of the policy was to provide guidance and rules for the City Council to determine the funding of a critical community need. A Critical Community Need was defined as a social service or other closely related activity, benefitting the Melbourne community, of which Council is desirous of filling. If such declaration is made, the Grants-in-Aid Review Committee will review the request and make a recommendation, and a Funding Agreement with Daily Bread would be considered by City Council at a subsequent meeting.

City Council has had discussions regarding the need to assist the homeless population on multiple occasions over the past decade and has taken many steps toward supporting the overall homeless concerns of the community. One of the Council goals has been to support and build capacity within the city and community to address homelessness.

One way that the City has been fulfilling this goal is through the provision of an annual grant of \$50,000 to Steadytown/Daily Bread, Inc. since FY2016/2017. The grant provides for two case managers to assist the homeless population within the City of

Melbourne, particularly the chronically homeless population. The program operates a case management model that assists homeless persons sleeping in an emergency shelter or place not meant for human habitation such as cars, parks, abandoned buildings, vacant lots, and streets/sidewalks to find permanent housing.

Steadytown originally administered the program over the first 6 years with Daily Bread providing the services, however, it has transitioned to Daily Bread as the direct provider for the last three years. Over the past seven years, Daily Bread has shifted their mission to be a housing-focused mission, working to help people overcome their homeless situation and find permanent housing. As Daily Bread has continued to focus on finding housing opportunities for the chronically homeless, the funding of the Housing Case Manager continues to be critical. The primary duties of this position are: identifying and contacting homeless persons in their homeless environment, assessing their individual challenges contributing to the chronic homelessness, referring them to appropriate services and coordinating and monitoring their on-going treatment in a coordinated effort to transition the person from homelessness to a stable living environment.

Daily Bread currently has six case managers/outreach coordinators on staff to provide the services. Daily Bread has begun the mission transition with the closure of the Daily Bread soup kitchen and day shelter earlier this year. Daily Bread has begun four dispersed outreach efforts that occur once weekly, along with plans for the construction of Providence Place apartments. The opening of Providence Place will entail an even higher focus on case management services. Daily Bread has recently changed names to align with this new mission. Providence Connects is in the process of becoming the new entity that will fulfill this contract.

Based upon Council's past actions and the requirements of the Council Policy, a declaration should be made by City Council, declaring that the provision of a housing case manager to assist the chronically homeless population within the City, is a critical community need.

Recommendation:

Declaration of a Critical Community Need for the provision of a case manager to assist the chronically homeless population within the City of Melbourne by Daily Bread's new entity Providence Connects.

Critical Community Need

From Jeffrey Njus <jeffn@dailybreadinc.org>

Date Fri 6/13/2025 12:30 PM

To Cynthia Dittmer <Cynthia.Dittmer@mlbfl.org>

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.

Hello Cindy,

Daily Bread would like to be considered a partner for a critical community need to provide outreach services to persons experiencing homelessness in the City of Melbourne. We have partnered with the City of Melbourne to address this community need in previous years and would like to continue to work together to address the challenge of homelessness in our community.

We would look to provide quarterly reports with data measures consistent with last year's reports.

Please let us know how best to proceed.

Jeffrey Njus
Executive Director

(321) 723-1060

dailybreadinc.org

Facing hunger and homelessness together.



Melbourne City Council
August 12, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.17.

Subject:

Declaration of Critical Community Need - Eau Gallie Arts District (EGAD) Main Street, Inc.

Background/Consideration:

This is a request for City Council to declare a Critical Community Need under City Council Policy No. 10, in support of the Eau Gallie Arts District (EGAD) Main Street Program.

Prior to 2022, EGAD Main Street received an annual grant funded through the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA); however, an Interlocal Agreement between Brevard County and the City of Melbourne discontinued CRA funding availability. Melbourne City Council has approved declarations of Critical Community Need and subsequent grant agreements from FY 2022 through FY 2025, utilizing the City's General Fund Budget. EGAD Main Street is proposing to provide a continuation of services in FY 2026, to fulfill a Critical Community Need for the City, by facilitating redevelopment efforts in Downtown Eau Gallie. This year EGAD is requesting that the City consider funding in the amount of \$85,000. In FY 2025, EGAD Main Street received a grant of \$100,000.

If City Council approves the declaration, EGAD Main Street will need to file an application, including their funding request, for review by the City's Grants-in-Aid Review Committee. A grant funding agreement with the Grants-in-Aid Committee's recommendation will be considered at a future meeting of City Council.

Fiscal/Budget Impact:

Approval of a Funding Agreement will be considered at a future meeting of City Council, after approval of the FY 2026 budget. Funding in the amount of \$50,000 was programmed in the FY 2025-2026 budget.

Requested Action:

Declaration of Critical Community Need for the redevelopment activities performed by Eau Gallie Arts District Main Street in Downtown Eau Gallie.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Doug Dombroski, AICP, Economic Development Manager
Re: **Eau Gallie Arts District Main Street
Declaration of Critical Community Need**
Date: July 31, 2025

This item is for consideration of Melbourne City Council, to determine if the Eau Gallie Arts District (EGAD) Main Street Program activities under their associated annual agreement fulfills a Critical Community Need of the City.

Background

City Council adopted Council Policy #10 regarding Grants-in-aid and Critical Community Needs in 2021, as part of the State of Florida Auditor General Operational Audit (JLAC Audit) recommendations. The process for declaring a critical community need was provided by the adoption of the policy and City Council must make an initial declaration of the critical community need to begin the process. The intent of the policy was to provide guidance and rules for the City Council to determine the funding of a critical community need. A Critical Community Need is defined as a social service or other closely related activity, benefitting the Melbourne community, of which Council is desirous of filling.

EGAD Main Street received a Florida Main Street Designation from the State of Florida's Department of State in 2010. Prior to 2022, EGAD Main Street had received annual CRA funding from the Olde Eau Gallie Riverfront CRA to administer the Florida Main Street Program. The funding was intended to offset costs related to the administration and operating expenses of the organization. As part of an interlocal agreement with Brevard County, the CRA Board discontinued CRA funding of EGAD after FY 2021. City Council has previously made the declaration of critical community need and approved grant funding agreements in Fiscal Years 2022 through 2025.

The EGAD Main Street organization has submitted a grant request to the City of Melbourne, under Council Policy #10. Additionally, EGAD Main Street's request for funding outlines their services, which provides for economic vitality within the Community Redevelopment Area. EGAD's activities continue to support the CRA under

the Florida Statutory objective for the prevention of slum and blight conditions within the CRA. EGAD's letter requesting support is included as an attachment.

EGAD's current FY 2025 agreement requires the organization to provide quarterly and annual reports to the City. In FY 2025, EGAD Main Street received \$100,000, however, EGAD committed that their request in the subsequent year would be less than \$100,000. EGAD Main Street is requesting continued assistance and funding in the amount of \$85,000 for FY 2025-2026.

Next Steps

Based upon the requirements of the Council Policy, a declaration may be made by City Council, establishing that the funding of administrative and operating expenses for the EGAD Main Street organization is a Critical Community Need. If such declaration is made an appropriation of \$85,000 will need to be approved within the FY 2026 annual budget.

EGAD Main Street will also need to file an application for funding with the Grants In Aid Committee. Upon review and approval by the Grants Committee, the Committee's recommendation will return with a Funding Agreement to be considered by City Council in FY 2026.

Recommendation

Declaration of a Critical Community Need for redevelopment efforts in Downtown Eau Gallie, necessitating grant assistance to offset the administration and operating expenses of Eau Gallie Arts District Main Street, Inc.



EGAD Main Street Program
Kathie Elías, Executive Director
540 Montreal Ave, Suite #206
Melbourne, FL 32935
772-218-1267
hq@egadlife.com

July 17, 2025

The Melbourne City Council
Melbourne City
900 E. Strawbridge Ave.
Melbourne, FL 32901

Declaration of Critical Need

For the past fifteen years, the accredited Eau Gallie Arts District Main Street, Inc. (EGAD Mainstreet), a Florida not-for-profit corporation, has served as a critical asset for the City of Melbourne.

As the primary liaison between merchants, residents, and the City, EGAD Mainstreet has significantly improved community quality of life. Through dedicated volunteerism, self-guided initiatives, and effective use of city funds, we have successfully attracted over 50 new small businesses, generating hundreds of job opportunities, and becoming a powerful booster of local economy.

In the past year, EGAD has experienced exponential growth, driven by increased cultural programming, the rise in small business activity, and a growing residential population. To sustain and expand this momentum, EGAD is requesting \$85,000 in funding from the City of Melbourne. These funds will allow us to meet new demands while enhancing the area's vitality.

Our investment plan is rooted in sustainability. The requested funding will support:

- Extended cultural programming to meet rising community demand.
- Enhanced promotion of our area to secure EGAD's place as a top Florida destination.
- A sustainable effort to enhance and beautify our public areas

We are committed to reducing dependency on city funding by strengthening our financial sustainability model and diversifying revenue sources. Our goal is to reduce this percentage to 30% by growing other funding sources in the coming years.

Since 2022, EGAD has demonstrated exceptional stewardship of city funds, maximizing return on investment. With continued support, we will not only sustain but exceed this standard in the coming fiscal years.

EGAD ceasing operations would result in a significant loss for the City and its residents, affecting economic revitalization, cultural growth, and investor confidence in the Olde Eau Gallie Riverfront area.

We believe the leadership of Melbourne City recognizes EGAD's exceptional impact. We respectfully request the City's continued investment in the form of \$85,000 for the upcoming year to ensure the continued transformation of our district.

Thank you for your consideration and partnership in fostering a thriving Eau Gallie Arts District.

Sincerely,



Kathie J. Elías

Executive Director, EGAD Main Street Program

Anna Marron

Board Chair, EGAD Main Street Program





Melbourne City Council
August 12, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.18.

Subject:

Certification of Stormwater Utility Assessment Roll for Fiscal Year 2025-2026.

Background/Consideration:

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

The assessment roll lists the calculated Stormwater Utility fee for every parcel in the City and is used by the tax collector to bill property owners on their tax bill. Per the assessment roll, the total amount to be billed for 32,988 parcels is \$3,050,864.24.

Fiscal/Budget Impact:

Certification of the assessment roll is required to collect the revenue of the non-ad valorem assessment of \$3,050,864.24.

Requested Action:

Approval of Resolution No. 4365.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Lisa Good, Regulatory Compliance Coordinator
Date: July 9, 2025
Re: Certification of the Fiscal Year 2025/2026 Stormwater Assessment Roll

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

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

Exhibit "A" to this resolution is a summary of the assessment roll which simply indicates that the total amount to be billed to 32,988 parcels is \$3,050,864.24.

Recommendation

Recommend that Council approve the resolution certifying the FY25/26 Stormwater Utility Assessment Roll.

Cc: Marla Keehn, Management and Budget Officer

RESOLUTION NO. 4365

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, APPROVING AND CERTIFYING THE ANNUAL STORMWATER UTILITY ASSESSMENT ROLL FOR THE CITY OF MELBOURNE STORMWATER UTILITY BUDGET, FISCAL YEAR 2025-2026; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

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

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

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

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

(C) The City Council has reviewed the proposed Assessment Roll for the fiscal year commencing October 1, 2025 ("Fiscal Year 2025-26"), and hereby determines that such roll is in conformity with the rate resolution contemplated by Section 50-18 of the Ordinance which was

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

(D) The Council wishes to hereby approve, ratify and confirm the Assessment Roll for Fiscal Year 2025-26 and to direct certification of same to the Brevard County Tax Collector (the "Tax Collector") for collection of the Assessments on the property tax bill mailed in November 2025.

(E) The Council conducted a public hearing on August 12, 2025, to consider approval and adoption of the Assessment Roll for Fiscal Year 2025-26 and to receive comments from the owners of real property subject to the Stormwater Assessments, as required by the Uniform Assessment Collection Act. During such public hearing, objections and comments of all interested persons, if any, were heard and considered.

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

SECTION 3. APPROVAL AND CERTIFICATION OF ASSESSMENT ROLL.

(A) That the Assessment Roll for Fiscal Year 2025-26, a copy of which is on file with the City Engineer and incorporated herein by reference, is hereby confirmed and approved based upon a rate of \$44.00 per ERU, with a minimum amount to be billed of \$5.00. A summary of the Assessment Roll is attached hereto as Exhibit "A."

(B) That the City Engineer is hereby authorized and directed to certify the foregoing Assessment Roll to the Tax Collector, and to send such Assessment Roll together with a copy of this resolution, to the Tax Collector prior to September 15, 2025.

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

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

on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

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

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EXHIBIT "A"
RESOLUTION NO. 4365

32,988	PARCELS BILLED IN MELBOURNE TOTALING	\$3,050,864.24
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