



City of Melbourne, Florida City Council Agenda

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

October 28, 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 Two through One except that the Mayor will vote last as provided by City Code and the Vice Mayor will vote second to last.

A. OPENING

1. **Invocation** - Craig Hammond, Church on the Rock Melbourne
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Exceptional Citizen Award Presentation to Jackie Small
 - b. Proclamation declaring November 2025 as "Native American Heritage Month" and November 14-16, 2025 as "Native Rhythms Festival Days"
 - c. Presentation of Employee Service Awards
5. **Approval of Minutes** - October 14, 2025 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-49:** (Second Reading/Public Hearing) An ordinance amending Chapter 6 of the City Code relating to permissible hours of sale, service, and consumption of alcoholic beverages on January 1.

C. NEW BUSINESS

9. Work Order No. 24-06 to the contract for Asphalt and Milling Annual Resurfacing Program for the Kingsmill Subdivision Road Resurfacing and Restoration, Project No. 68122, V.A. Paving, Inc., Cocoa, FL - \$1,250,000.
10. Work Order No. 24-07 to the contract for Asphalt and Milling Annual Resurfacing Program for the Fiscal Year 2025 Resurfacing Program, Project No. 68025, V.A. Paving, Inc., Cocoa, FL - \$4,000,000.
11. Task Order No. DRMP-I-2025-001 to the Continuing Contract for Professional Engineering Services for Riverview Park Roundabout and Parking Improvements, Project No. 13323, DRMP, Inc., Merritt Island, FL - \$89,480.
12. Task Order No. DRMP-U-2025-001 to the Continuing Contract for Professional Engineering Services for the Lift Station No. 55 Rehab, Project No. 32526, DRMP, Inc., Merritt Island, FL - \$109,275.
13. Sarno Road Emergency Force Main Replacement, Project No. 32726, in the amount of \$1,040,218.45.
 - a. Authorization to establish Project No. 32726 and a budget transfer in the amount of \$1,041,000 from Project No. 30099.
 - b. Utilization of Horizontal Directional Drill Contract P25015K-0-2025/KL for the Sarno Road Emergency Force Main Replacement to Concurrent Utility Services LLC, Rockledge, FL - \$1,041,000.
14. **CONSENT AGENDA:**
 - a. Utilization of contract pricing for wireless air cards for multiple departments, Verizon Wireless, Basking Ridge, NJ - estimated annual cost of \$210,676.20.
 - b. Grant Funding Agreement between the City of Melbourne and Daily Bread, Inc./Providence Connects for Housing Case Manager services in the amount of \$100,000 for FY 2025-2026.
 - c. Grant Funding Agreement between the City of Melbourne and Eau Gallie Arts District Main Street, Inc. for providing a designated Florida Main Street Program within the Olde Eau Gallie Riverfront Redevelopment Area in the amount of \$85,000 for FY 2025-2026.
15. **ITEMS REMOVED FROM THE CONSENT AGENDA**

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

16. Grant Funding Agreement between Melbourne Downtown Community Redevelopment Agency and Melbourne Main Street for providing a designated Florida Main Street Program in the amount of \$156,550 for FY 2025-2026.

Council will reconvene for the remaining items.

17. Public-Private Partnership (P3) Unsolicited Detailed Proposal for Eau Gallie Joint-Use Parking Garage and Hotel Project at 1551 Highland Avenue. (First Public Hearing)
18. **Ordinance No. 2025-50:** (First Reading) An ordinance amending Sec. 42-19 of the City Code regarding large group feedings in City parks.
19. Discussion regarding the 2007 Civic Center Study Phase I: Market Study (also referred to as the 2007 Melbourne Auditorium Study).
20. Discussion regarding creating the Melbourne Small & Developing Business program. (Requested by Council Member Marcus Smith)
21. Discussion regarding the City's special activity permitting process. (Requested by Vice Mayor David Neuman)
22. Discussion regarding a code of conduct for volunteer advisory board members. (Requested by Vice Mayor David Neuman)
23. Discussion regarding a revision to Council Policy #36 — Travel and Per Diem. (Requested by Council Member Marcus Smith)
24. Consideration of proposals for disposition of 0.08 acres of City property abutting 1015 W.H. Jackson Street.
25. Appointment of three members to the Citizens' Advisory Board.

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.

Memorandum

To: Jenni Lamb, City Manager
Thru: Dr. Kimberly Foxworth, Director of Human Resources
From: Sabrina Spotts, Administrative Assistant
Date: August 26, 2025
Re: September 2025 Employee Service Award Presentation

The following employees will reach milestone anniversaries during the month of September 2025. Employees receiving a service pin and gift card for twenty years or more of service are provided a separate invitation to attend a Service Award presentation on Tuesday, October 28th at 6:30 p.m. in the Council Chamber.

Twenty-Five Years

Richard Smith – Engineering

Twenty Years

Brent Dooley - Fire Operations
Aaron Starkey - Fire Operations
Keith Maxwell - Fire Operations
Dustin Nickelson - Facilities Maintenance

Ten Years

Johnny Delaney - Fire Operations
Kacie Black - Engineering

Five Years

Robert Marion - Water Reclamation

Gift card expenses for Service Awards are charged to the department budget object number 515000 and the gift card processing fees and costs for service pins for 20 or more years of service will be charged to object number 552000.

Thank you.

cc: Cheryl Mall, Public Information Officer

Memorandum

To: Jenni Lamb, City Manager
Thru: Dr. Kimberly Foxworth, Director of Human Resources
From: Sabrina Spotts, Administrative Assistant
Date: October 6, 2025
Re: October 2025 Employee Service Award Presentation

The following employees will reach milestone anniversaries during the month of October 2025. Employees receiving a service pin and gift card for twenty years or more of service are provided a separate invitation to attend a Service Award presentation on **Tuesday, October 28th** at 6:30 p.m. in the Council Chamber.

Twenty-Five Years

Christopher Cooper - Fire Operations
Peter Burke - Wastewater Collection

Twenty Years

Amy Perez - Police Operations
Robert Dowling - Fire Operations
Craig Bailey - Fire Operations
Russell Pace - Water Production

Fifteen Years

Daniel Gil - Police Operations
David Helms - Police Operations

Ten Years

Bret Martine - Fire Operations
Erik Jones - Fire Operations
Mary Wolak - Community Development

Five Years

Kristina Lamarche - Procurement
Calvin Turner - Water Distribution
Lauren Eddins - Water Production

Gift card expenses for Service Awards are charged to the department budget object number 515000 and the gift card processing fees and costs for service pins for 20 or more years of service will be charged to object number 552000.

Thank you.

cc: Cheryl Mall, Public Information Officer

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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 6:32 p.m. by Mayor Paul Alfrey.

A. OPENING

1. The invocation was given by Pastor Aaron Heinly, Church on the Rock Melbourne.
2. Pledge of Allegiance
3. Roll Call

Present:

Paul Alfrey	Mayor
David Neuman	Vice Mayor, District 3
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2 (arrived at 6:42 p.m.)
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
Rebecca Thibert	Assistant to the City Manager

4. Proclamations and Presentations

Mayor Alfrey presented the following proclamations:

October 2025 – Cybersecurity Awareness Month; accepted by Chief Information Officer Kevin Burns and staff of the Information Technology Department.

October 2025 – Domestic Violence Awareness Month; requested by Courtney Malfatti and others representing Serene Harbor (not present at the meeting).

Additionally, Mayor Alfrey presented the Exceptional Citizen Award to Victor Rosales, who was selected at Council's September 24, 2025 regular meeting.

5. Approval of Minutes – September 24, 2025 Budget Special Meeting and Regular Meeting

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

6. City Manager's Report

City Manager Jenni Lamb reported that at the July 22, 2025 regular Council meeting, Council provided direction to staff to obtain a quote for consulting services related to land development regulations accommodating a large-scale, public/semi-public gathering facilities such as fairgrounds, music halls, event/convention centers, and similar uses. The Community Development Department has obtained a quote from Inspire Placemaking Collective, Inc. providing for data collection, review of the city's Code and best practices and drafting regulations. The total value of these tasks is \$26,010. There is an optional task related to Council's adoption of such regulation, totaling \$8,800; however, staff does not anticipate needing that service at this time.

Additionally, she reported that on July 22, 2025, City Council directed staff to proceed with a feasibility study for the Melbourne Auditorium as priority over the fairgrounds/event space feasibility study. The Finance Department has confirmed that the city has budgeted \$75,000 for a feasibility study. Staff is requesting additional direction on Council's expectations related to the feasibility study. Staff would like to confirm whether Council's expectation is to obtain an update to the 2007 Melbourne Civic Center Market Study and constructability of a civic center, or a fresh feasibility study for the continued purpose of an auditorium, but on a greater scale meeting today's current standards for an auditorium space. City staff is unable to obtain clear and consistent proposals without a narrow scope. A discussion item will appear on the October 28 agenda.

Continuing, Mrs. Lamb stated that a design alternative for the E New Haven railroad crossing has been proposed to the city as part of the Rail Crossing Elimination Program (RCEP) grant in partnership with the Space Coast Transportation Planning Organization (TPO). The alternative simplifies the crossing by only having one eastbound and one westbound railway crossing. In other words, westbound traffic would be prohibited onto Melbourne Court and eastbound traffic on E. New Haven would not be allowed to cross the railroad tracks and be routed onto Melbourne Court. Staff does not recommend supporting the RCEP design request due to the adverse impact this could have on the downtown community and residents that live along Melbourne Avenue. A letter rejecting the alternative design will be sent unless there are objections from City Council. There were no objections from City Council.

In closing, Mrs. Lamb stated that the city's last submission for a Firehouse Subs Public Safety Foundation grant was unsuccessful; however, the city will be re-submitting the same grant application again.

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Council Member Marcus Smith asked if the city has a list of all the grants that are submitted or if they are discussed with City Council. Mrs. Lamb replied that as grants become available and before the city submits the grant application, typically, the recommendation is brought forward to City Council in the form of a resolution. Assistant to the City Manager Rebecca Thibert added that this grant in particular seems to have more money available for distribution at the end of the calendar year, which is why the city is planning to resubmit the application at this time.

7. Public Comments

Mayor Alfrey announced that due to multiple litigation actions that he is a part of, he will be handing the gavel to the Vice Mayor for the public comment period.

(The Mayor stepped out of the chamber at 6:53 p.m.)

Sean Paul Reyes, Long Island Audit, Inc., expressed his opinion that the city's rules regarding public speaking are unconstitutional and noted that prior to the meeting, Mayor Alfrey was served with a lawsuit for defamation. Mr. Reyes made several allegations regarding the Mayor's conduct both in his capacity with the city and in his personal capacity.

Kai Harrelson, Rockledge, stated that because the city did not cancel the Space Coast Pride event, she attended the event herself to record what she saw. She displayed pictures of individuals dressed as drag queens "licking their fingers and grabbing their breasts" and individuals dressed "provocatively."

Michael O'Haire, 3170 Calgary Street, stated that his street continues to deteriorate and asked for an update on his previously discussed concerns with regard to the paving of his street. Mrs. Lamb replied that to her recollection, Calgary Street was in the last batch of pipe lining projects, which needs to occur before paving. She stated that with regard to the timing of that, she will have the City Engineer provide that information tomorrow.

Brady Flanders, Palm Bay, stated that the "extremely vocal minority fringe" in the room at the last meeting is not an accurate representation of Council's constituency. He stated that the Council needs to "find a spine" and "do what a Republican is supposed to do."

Rachel Simmons, 2760 Madrigal Lane, stated that the Space Coast Pride Parade and Festival went well and commented on the concerns of sexual expression and the reality of these events' suicide prevention.

Steven Borgman, no address given, discussed issues he has had with the Melbourne Police Department.

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Tyler White, 220 E. University Boulevard, expressed his opposition to the Space Coast Pride Parade and Festival and stated that children should not be exposed to that sort of activity.

Sally Beaux, representing Food Not Bombs, stated that at the last Council meeting, the organization was the explicit topic of conversation and again, no one from the city reached out to advise that the conversation would be taking place. She noted that the city also has not invited the individuals who attend their food share events to come and comment on the importance of this activity.

John Emery, 552 Magnolia Avenue, discussed his history in the area and his support of the pride events in Downtown Melbourne.

Zachary Beckmann, Cocoa, expressed his disappointment that the city could not rename a road in honor of Charlie Kirk but noted that this led to the county being approached and ultimately adopting a resolution for Charlie Kirk Remembrance Day.

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-41 (AV2025-0002):** (First Reading/Public Hearing) An ordinance vacating a bike path easement between 2465 Wild Wood Drive and 2455 Wild Wood Drive. (Postponed - 9/11/2025)

(The Mayor returned to the chamber at 7:24 p.m.)

Attorney Conley read the ordinance by its title. City Engineer James Ennis stated that the Engineering Department has not yet received the documents from the Wickham Forest Homeowners' Association (HOA) conveying a public utility easement over the existing public access easement for which the HOA has requested to be vacated. Receipt of this conveyance is necessary to ensure that existing public utilities are accommodated in the current locations. Staff is recommending that the public hearing for vacating the easement be postponed until the December 9, 2025 Regular Council Meeting to allow the Wickham Forest HOA additional time to provide their approval on the necessary public utility easement documents.

Moved by Kennedy/Alfrey to postpone this item to the December 9 regular City Council meeting at 6:30 p.m. in the Council Chamber. Motion carried unanimously.

9. **Ordinance No. 2025-47, Comprehensive Plan Text Amendment (CPA-2018-07) Platt Ranch Community Activity Center:** (Second Reading/Public Hearing) An ordinance amending Future Land Use Element Policy 1.11.6 of the Comprehensive Plan, providing for the exclusion of a 300+/- acre portion of the Platt Ranch Community Activity Center from conceptual master plan and utility provision agreement requirements. (Owner - F. Carlyle Platt Partnership, LLLP)

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(Applicant/Representative - Ana Saunders, P.E., LJA Engineering, Inc.)(P&Z Board - 11/15/18) (First Reading - 9/24/2025)

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

(Vice Mayor Neuman stepped out of the chamber at 7:26 p.m.)

Moved by Hanley/Bassett for approval of Ordinance No. 2025-47, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously. Vice Mayor Neuman was not present for the vote.

10. Fire Inspections & Fee Schedule

- a. **Ordinance No. 2025-48, Fire Inspections:** (Second Reading/Public Hearing) An ordinance amending the fee schedule for periodic fire inspections as described in Section 28-46, revising the language in Section 28-49, and clarifying the timeframe for submitting electronic reports for the fire protection systems. (First Reading - 9/24/2025)
- b. **Resolution No. 4383:** A resolution providing for the adoption of a new fee schedule as authorized by Section 28-46 of the City Code.

(Vice Mayor Neuman returned to the chamber at 7:28 p.m.)

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

Moved by Bassett/Alfrey for approval of Ordinance No. 2025-48. The roll call vote was:

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

Motion carried unanimously.

Moved by Hanley/Bassett for approval of Resolution No. 4383. Motion carried unanimously.

C. NEW BUSINESS

11. Change Order No. 4 to the contract for Biosolids Improvements at D.B. Lee and Grant Street Water Reclamation Facilities for digester area yard piping, Project No. 33519, L7 Construction, Inc., Longwood, FL -\$277,207.35.

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Public Works and Utilities Director Jennifer Spagnoli reported that the Biosolids Improvements Project was awarded to L7 Construction, Inc., at the February 27, 2024 City Council meeting. The amount awarded was \$28,247,000. Change Order No. 4 is needed for the furnishing/installation of digester area yard piping and associated appurtenances, including site restoration at the Grant Street Water Reclamation Facility (WRF) for the functionality of the Project. This yard piping was originally included in a previously bid, but not awarded, Grant Street WRF Improvements Project, which is currently being redesigned.

Moved by Hanley/Bassett to approve Change Order No. 4 to the contract with L7 Construction, Inc., Longwood, FL, for the Biosolids Improvements at D.B. Lee and Grant Street Water Reclamation Facilities for digester area yard piping, Project No. 33519, in the amount of \$277,207.35. Motion carried unanimously.

12. Amendment No. 2 to Task Order No. JEG 014 to the Continuing Contract for Surface Water Treatment Plant Filter Expansion Improvements for Water Production Facility Improvements, Project No. 31320, Jacobs Engineering Group, Inc., Orlando, FL - \$69,016.

Ms. Spagnoli reported that the scope of services consists of performing communications network design to relocate fiber-optic cabling, conduits, and junction boxes in conflict with the subject project improvements to a permanent location beyond the project impact area. Elements which will be proposed in the design are four new hand holes, five new pull boxes, new conduits and cabling connections between the new boxes to reconnect the fiber ring, conduits, and cabling to reconnect to control panels located within the reverse osmosis building, the actiflo building, the south operations building, the south administration building, the filter gallery, and the lab building. The intent is to furnish the design deliverable network modification diagram and then obtain a proposal for the construction from the project contractor as a change order addition.

Moved by Bassett/Neuman to approve Amendment No. 2 to Task Order No. JEG 014 to Jacobs Engineering Group, Inc., Orlando, FL for Water Production Facility Improvements, Project No. 31320, in the amount of \$69,016. Motion carried unanimously.

13. Task Order No. CDM-05 to the Professional Services Agreement for Hydrogeologic and Engineering Services contract for the Water Production Wellfield Improvements, Project No. 31323, CDM Smith, Inc., Maitland, FL - \$456,695.

Ms. Spagnoli reported that the city is designing the expansion of the Reverse Osmosis Water Treatment Plant (ROWTP). The existing ROWTP currently utilizes four existing Upper Floridan Aquifer (UFA) production wells, with two additional production wells under construction. To meet future demands and to

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provide for efficient operational needs, construction of six additional wells is recommended. CDM Smith, Inc. completed a modeling analysis for the proposed locations of the additional wells.

To reliably meet capacity supply and provide for operational flexibility, the city desires to construct an additional UFA well. This additional UFA well will be designated as Well No. 7 and will be designed for an anticipated nominal capacity of 3.1 MGD (2,150 gpm). Well No. 7 will be located along the same corridor as Wells No. 1, 2 and 4 and will be completed first since the piping to the plant is already in place.

The scope includes the design of the below grade and above grade facilities, permitting and bidding assistance for Production Well No. 7. The project is expected to take approximately 335 calendar days from Notice to Proceed. Construction of Well No. 7 will be bid separately.

Moved by Hanley/Bassett to approve Task Order No. CDM-05 to CDM Smith, Inc., Maitland, FL for the Water Production Wellfield Improvements, Project No. 31323, in the amount of \$456,695. Motion carried unanimously.

14. Work Order No. 9 to the Storm Drain Cleaning, Repairs and Maintenance contract for Cured-in-Place Pipe Lining Rehabilitation for the Fountainhead Subdivision Storm Pipe, Project No. 14221, Shenandoah General Construction, LLC, Pompano Beach, FL - \$94,772.50.

City Engineer James Enis reported that the Fountainhead Subdivision Stormwater Pipe Project, No 14221, identified that the stormwater conveyance system within the Fountainhead Subdivision required inspection and remediation efforts prior to resurfacing. Once these repairs are completed resurfacing will be scheduled.

Work Order No. 9 provides for the rehabilitation of approximately 874-linear feet of drainage pipes ranging in size, between 15-inches to 24-inches, within the Fountainhead Subdivision, located in the approximate area of Corbusier Drive, Chartres Avenue West, and Dijon Drive, both under the roadway and between homes, see exhibit provided. The Cured-In-Place Pipe (CIPP) rehabilitation is a cost-effective and non-intrusive method of pipe repair. The CIPP will restore the structural integrity of stormwater piping, reduce infiltration and eliminate leaking joints. This method is used in areas where major site restoration would be required if the stormwater pipe had to be replaced. The CIPP is a proven system that has been in use for more than 30 years with a 50-year design life.

Moved by Hanley/Alfrey to approve Work Order No. 9 to the Storm Drain Cleaning, Repairs and Maintenance contract with Shenandoah General Construction, LLC, Pompano Beach, FL, for Cured-in-Place Pipe Lining in the amount not to exceed \$94,772.50. Motion carried unanimously.

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15. CONSENT AGENDA:

- a. Renewal of Group Medicare Advantage Plan, UnitedHealthcare Insurance Company, Hartford, CT - estimated annual cost \$830,394.96.
- b. Authorization to Waive Formal Bidding Requirements to Retain Construction Services for the D.B. Lee Ditch Stabilization and Piping, Project No. 33522.
- c. Purchase of polymer Praestol DW22S for the Water Production Division, George S. Coyne Chemical Co., Croydon, PA - estimated annual cost of \$120,300.
- d. Contract award for the purchase of liquid sodium hypochlorite for the Water Production Division, Allied Universal Corporation, Miami, FL - estimated annual cost of \$864,000 and estimated contract cost of \$5,184,000.
- e. Contract award for Manhole & Structures Rehabilitation for the Wastewater Collections Division, Project No. 32026, Engineered Spray Solutions, LLC, Lakeland, FL - estimated annual cost of \$1,000,000.
- f. Purchase of a Vactor 2100i Plus hydro excavator vacuum truck for the Water Distribution Division, Environmental Products Group, Inc., Deerfield Beach, FL - \$580,791.33.
- g. Purchase of scheduled replacement of 16 pursuit-rated vehicles for the Police Department (Machinery & Equipment Replacement Fund), Alan Jay Ford, Sebring, FL - \$719,840.
- h. Purchase of SolarWinds Monitoring and Observability Dashboard for the Information Technology Department, Insight Public Sector, Inc., Chandler, AZ - first year cost of \$49,167.33 and a total three-year contract cost of \$148,426.84.
- i. Purchase of NeoGov software renewal, Governmentjobs.com, Inc. DBA NeoGov, El Segundo, CA - \$92,528.53.
- j. Renewal of and First Amendment to the Lease Agreement with Brevard County for the City of Melbourne to operate the Wickham Park Community Center located at 2815 Leisure Way.
- k. Contract award for consulting services for an Information Technology Master Plan, Project No. 18424, Berry, Dunn, McNeil & Parker, LLC, Portland, ME - \$106,100.

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- l. Purchase of 31 sets of Globe personal protective clothing (structural firefighting gear) for the Fire Department, Bennett Fire Products Co., Inc., Woodstock, GA - \$114,956.99.
- m. First Amendment to the Continuing Contract for Professional Traffic Signal Retiming Consulting Services, Iteris, Inc., Tampa, FL.
- n. Continuing Contract for Professional Engineering Services for Geotechnical Laboratory services, Ardaman & Associates, Cocoa, FL.
- o. Continuing Contract for Professional Engineering Services for Surveying Services, Haley Ward, Inc., Melbourne, FL.
- p. Continuing Contract for Professional Engineering Services for Surveying Services, DRMP, Inc., Merritt Island, FL.
- q. Continuing Contract for Professional Engineering Services for Site/Civil Services, DRMP, Inc., Merritt Island, FL.
- r. Continuing Contract for Professional Engineering Services for Utility Services, DRMP, Inc., Merritt Island, FL.
- s. Continuing Contract for Professional Engineering Services for Infrastructure Services, DRMP, Inc., Merritt Island, FL.
- t. Contract award for continuous services related to water, wastewater and stormwater repairs for emergency work, Hinterland Group, Inc., Riviera Beach, FL.
- u. **Resolution No. 4384:** A resolution providing for solid waste service rates as authorized by Section 48-53 of the City Code.
- v. **Resolution No. 4385:** A resolution providing for a budget amendment to the Airport Capital Improvement Fund for the Taxiway 'A' Rehabilitation Project.

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

16. ITEMS REMOVED FROM THE CONSENT AGENDA

17. Council Remote Broadcast System, Project No.11525.

- a. **Resolution No. 4386:** A budget resolution appropriating funds into the project budget.
- b. Purchase of Avior™ 25 Fully-Managed Meeting and Video Management

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streaming services for City Council meeting streaming, Granicus, LLC, Washington, D.C. - first year cost \$99,969.67 and a total contract cost of \$180,004.71.

Mrs. Thibert reported that the city has been live-streaming City Council meetings utilizing a module of the existing agenda and meeting management software. The city has also been utilizing an outside vendor, IM Solutions, to run the production equipment in the Council Chamber during City Council meetings, with oversight from a city staff member. Staff has experienced issues with the current software, including delays in the video stream, incorrect closed-captioning, and interruptions in the video feed. Staff from the City Manager's Office and City Clerk's Office have researched other viable options for meeting video streaming and recommend switching the service to Swagit. Swagit is a well-known meeting video streaming service used by many cities across the country.

The Avior™ 25 package includes 25 fully-managed remote video productions per year with live closed captioning of meeting content and indexing of the video. The video production will now be handled remotely with a live director to oversee the production of the video. This will eliminate the need for city staff to manage recording and the use of a vendor to operate the video production equipment. Additional meetings can be added at any time for an additional cost. The new service also includes "non-indexed video hosting" which will be used to create on-demand video recordings for all other board meetings that utilize the Council Chamber. This will eliminate the current need for other boards to rely on handheld recording devices to create recordings of board meetings.

A one-time setup includes installation of four remote-controlled high-definition cameras, an encoder/decoder, captioning software and an extended warranty.

Vice Mayor Neuman expressed his desire to retain the ability to have meetings re-watched shortly after their conclusion. He noted that in other municipalities, it is at least several hours before the video can be viewed. Mrs. Thibert replied that she will pass that along to the vendor and noted that the delay is usually due to the bookmarking feature, which allows the viewer to go right to an item on the agenda rather than watch the entire video.

Moved by Hanley/Bassett for approval of Resolution No. 4386. Motion carried unanimously.

(Council Member Mark LaRusso stepped out of the chamber at 7:47 p.m.)

Moved by Hanley/Bassett for approval of purchase of Avior™ 25 Fully-Managed Meeting and Video Management streaming services for City Council meeting streaming, Project No. 11525, Granicus, LLC, Washington, D.C. – first year cost \$99,969.67 and a total contract cost of \$180,004.71. Motion carried unanimously. Mr. LaRusso was not present for the vote.

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18. **Preliminary Plat Approval Request (PPLAT2025-0001) TorrenceTownhome Subdivision:** (Public Hearing) A request for preliminary plat approval for a townhome subdivision on 0.545± acres zoned R-2 (One-, Two- and Multiple-Family Dwelling Medium Density District) located on the south side of Torrence Lane, west of North Harbor City Boulevard and east of the FEC Railway. (Owner - Torrence Lane LLC, Mike Grogan) (Applicant/Representative - Vaheed Teimouri, P.E.) (P&Z Board-9/18/2025)

Community Development Director Cindy Dittmer reported that the applicant proposes to develop eight townhome lots and one community tract on the undeveloped property. All lots will front Torrence Lane along the north property line. The proposed lots will exceed the minimum requirements for a townhome lot in the R-2 zoning district. The overall density for the project is 14.68± units per acre, which is below the maximum permitted 15 units per acre. The surrounding properties are either commercial, or multi-family, or single family in nature and compatible with the proposed project.

After preliminary plat approval, the project will go through the construction plan review process and will return to City Council once the infrastructure and legal documents are completed for a final plat approval.

At the September 18, 2025 meeting, following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of this request.

There were no disclosures by Council and no comments during the public hearing.

Moved by Hanley/Bassett for approval of PPLAT2025-0001, based on the findings and conditions contained in the Planning and Zoning Board memorandum. Motion carried unanimously. Mr. LaRusso was not present for the vote.

(Mr. LaRusso returned to the chamber at 7:51 p.m.)

At this point, Mayor Alfrey recommended moving to Item 21 on the agenda before proceeding with the regular order. There were no objections by City Council.

19. **Ordinance No. 2025-49: (First Reading)** An ordinance amending Chapter 6 of the City Code relating to permissible hours of sale, service, and consumption of alcoholic beverages on January 1.

Attorney Conley read the ordinance by its title. Assistant City Attorney Kellen Simmons reported that Chapter 6, City Code, titled "Alcoholic Beverages," currently limits the sale, service, and consumption of alcoholic beverages at

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licensed premises from 7:00 a.m. to 2:00 a.m. the following day. At the February 25, 2025 meeting, City Council directed the City Attorney's Office to draft a proposed amendment to Chapter 6, City Code to extend the hours of sale, service, and on-premises consumption of alcoholic beverages for New Year's Eve/Day from 2:00 a.m. to 3:00 a.m.

The proposed ordinance in the agenda package amends Section 6-2, City Code to add a new Section 6-2(c), which sets forth the extended hours for on-premises consumption of alcoholic beverages on January 1 of each year from 2:00 a.m. to 3:00 a.m. The proposed ordinance also creates a new Section 6-2(d), which acknowledges that licensed premises may have more specific permissible hours of operation as a condition of a conditional use ordinance, and that the conditional use ordinance terms supersede the general terms of Chapter 6, City Code.

Moved by Hanley/Neuman for approval of Ordinance No. 2025-49. Motion carried unanimously.

20. Discussion regarding the site assessment report for Fire Station No. 72 replacement.

Deputy City Manager Joan Junkala reported that at the July 8, 2025 Regular Council Meeting, as part of a Future Land Use Map Amendment, city staff proposed an area of Jimmy Moore Park as the future location for the replacement of Fire Station No. 72 (FS 72). Following public input from adjacent residents regarding the relocation, building size and height, and perceived loss of green space within Jimmy Moore Park, Council denied the FLU Map Amendment, rendering the proposed project site moot. Since that time, city staff have met to discuss all possible potential locations for the replacement of FS 72, specifically identifying sites that have frontage on or access to Sarno Road, are generally available, and within a reasonable distance from the current location of FS 72 to ensure the city can maintain adequate fire response times.

The City Manager's Office, Fire Department, Engineering Department, and Community Development Department have collectively identified five potential sites for Council discussion and direction. A site assessment report has been prepared providing a summary of the site location, environmental conditions of the site, an evaluation of traffic and response times for each location, and additional site-specific considerations. The report also takes into consideration all entitled development projects within FS 72's response area west of Wickham Road. Finally, staff evaluated all sites and made a recommendation of three sites for final consideration; however, staff remains open to discussion and direction from Council.

Mrs. Junkala-Brown noted that FS 72 was built in 1966 and no longer meets the minimum standards set by the Nation Fire Protection Association. The station

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was originally built to support a much smaller community and to house only three fire personnel. The structure is aging and has been remodeled multiple times over several decades; however, the footprint has not changed. Additionally, call volumes and projected development have proven that the current site and configuration is no longer suitable for the level of service that is warranted. For instance, today's standards require that the station house at least eight personnel and two fire apparatus. Mrs. Junkala-Brown reviewed further NFPA minimum site standards for facilities that are built today along with emergency response time standards. For information, the NFPA's average response time should be six minutes and the current respond time for FS 72 is less than five minutes.

Mrs. Junkala-Brown displayed a map of each of the sites (listed below), along with site information such as ownership, acreage, zoning, increase/decrease in potential response times, and fiscal impact.

Site 1: city property located south of Sarno Road near the landfill.

Site 2: the "Boozer" site between Club52 and Wal-Mart north of Sarno Road.

Site 3: the current FS 72 site (an expanded/different footprint).

Site 4: the two "Don Bell" properties (east of Wickham Road and north of Sarno Road).

Site 5: the previously discussed location at the east end of Jimmy Moore Park.

Ultimately, staff's recommendations are for Sites 5, 2 and 1 to be considered.

Vice Mayor Neuman stated that he was not present for the last discussion on this topic; however, in his opinion, Site 5 appears to be the best on paper. He asked if the city moves forward with Site 5 that additional options be considered to alleviate the concerns of the neighboring public. Mrs. Junkala-Brown replied yes and if staff is given direction to move forward with this site, staff will involve the community to get the appropriate feedback.

Ms. Hanley referenced property further south that could be considered. Mr. LaRusso noted that to his understanding, the property being referenced is owned by the Melbourne Airport Authority and that Federal Aviation Administration approval would take years to even consider that recommendation.

Mrs. Kennedy stated that Site 5 is completely out of the question for her. She referenced trees that were planted and dedicated in that space that she would not be comfortable moving.

The Mayor asked for the Acting Fire Chief to step forward and asked what his opinion of the options would be. Acting Fire Chief Shane Leech stated that if Site

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5 is not going to be considered by Council, he would recommend Site 2 as the second option.

Mayor Alfrey expressed his recommendation to move forward with Site 2.

Discussion continued regarding response times and the preferred sites according to each Council Member.

Following discussion, Council Members expressed their preferences to narrow down potential sites to Sites 2 (the "Boozer property") and 5 (Jimmy Moore Park). Council expressed consensus to authorize staff to obtain appraisals and start relevant conversations regarding these two sites along with geotechnical investigation.

21. Discussion regarding the City's property located at 2265 N. Harbor City Boulevard currently leased by the Disabled American Veterans, Inc. (Requested by Council Member Mark LaRusso)

Mrs. Lamb reported that Mr. LaRusso has requested a discussion item for City Council to consider the Disabled American Veterans, Inc's (DAV's) request regarding 2265 N. Harbor City Boulevard (Parcel ID 27-37-09-52-E).

The DAV has leased the city-owned property at 2265 N. Harbor City Boulevard since 1978 and is requesting that the city either donate or sell the property to their nonprofit organization. The DAV is also seeking legislative appropriations for state funding to construct a new veterans service center in Melbourne. Attached are the DAV's letters to the city and Representative Tyler Sirois along with the draft funding request to Senator Debbie Mayfield.

Section 2-645 of the City Code provides a procedure to convey ownership of the city's title of ownership to real property. A copy of this section of City Code is included within the agenda package. Additionally, Section 12.09 – Real Property of the city's Procurement Manual, requires surplus property to be offered for sale by competitive bid (formal solicitation) if over \$5,000. The policy also requires an appraisal, survey and title search. City Council has the ability to approve a waiver of the competitive bid requirement.

Mr. LaRusso discussed the history of the DAV, it's relationship with the Melbourne Orlando International Airport, and the organization's difficult in securing additional grant funding. He noted that his ask of the City Council is to sell the property to the DAV for \$300 – the same dollar amount the city purchased the property for in 1963.

Mayor Alfrey asked for clarification on the least amount of money the property can be sold for. Attorney Conley replied that the property could be sold for nothing or for a single dollar; either way, he recommended that it be as low as

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possible for any tax-related purposes. Mayor Alfrey stated that his recommendation would be to sell the property for \$7, one dollar for each Council Member, and that he would donate the money.

Council Member Mimi Hanley stated that her parents were some of the original members of the DAV. She stated that the building was historically kept in good working order; however, during a recent visit, she was extremely disappointed to see the shape of the building. In her opinion, she stated that the DAV is taking care of their people but not their building.

Commander Rodney Deflumeri, representing the DAV, expressed his desire to see Council follow through this with request and listed several achievements and improvements that have been completed since his tenure with the DAV began.

Tim Thomas, 2602 Englewood Drive, stated that this is a great opportunity for the City Council to help the DAV as selling the property to them would allow them to request more grant funding to help keep up the facilities.

Council Member Rachael Bassett asked if the city can donate the property. Attorney Conely explained the overall process but noted that the action needed for tonight's item is Council's direction to have the City Manager and City Attorney bring back a resolution for the disposition of the property to the DAV as well as a waiver of the formal bidding requirements.

Council Member Julie Kennedy asked what would happen if the DAV sells the property. Attorney Conley noted that as long as the use and mission is still being fulfilled, that is the underlying intent of the sale. Mrs. Lamb added that she received an appraisal late this afternoon and noted the importance of following City Code as it relates to determining if this is in the best interests of the city.

Following discussion, the Mayor stated his intent to make a motion.

Moved by Alfrey/LaRusso to waive the competitive bidding requirements and to direct the City Manager and City Attorney to bring back a resolution proposing the donation of the property with a proposed deed. Motion carried unanimously.

At this point, Council returned to the normal order of the agenda, starting with Item 19.

22. Board Appointments

a. Code Enforcement Board

Moved by Hanley/Neuman to reappoint John Greaves as a regular member. Motion carried unanimously. (Term of Greaves: October 15, 2025 through October 14, 2028 – three-year term.)

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The floor was opened to nominations to fill the remaining two vacancies. Vice Mayor Neuman nominated Hunter Benninger and Terry Fulton. Ms. Hanley nominated Christopher Tencati.

The roll call vote was (Council voted for two):

Benninger: Neuman and Alfrey

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

Tencati: Smith, LaRusso, Bassett, Hanley, Kennedy

Appointed: Terri Fulton and Christopher Tencati (Terms: October 14, 2025 through October 14, 2026; unexpired three-year terms.)

b. General Employees' Pension Plan Board of Trustees

Moved by Hanley/Alfrey to reappoint Robert Johnson and Lisa Solina as resident members. Motion carried unanimously. (Term of Johnson and Solina: October 22, 2025 through October 21, 2027 – two-year term.)

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Council Members discussed events that they attended in the community and scheduled events they plan to attend in the coming weeks.

Mr. Smith discussed his previous recommendation to amend Council's travel and per diem policy by adding additional organizations to the list of pre-approved events (including one new organization, CivMil). Following discussion, he expressed his desire to bring back another discussion item on the topic. Mr. Smith further discussed an idea of his to rename Hickory Street to Patriot Way.

Mr. LaRusso stated that he would not support the Greater Palm Bay Chamber of Commerce being added to the list as the organization is committed to Palm Bay. Mrs. Kennedy stated that when it is brought back for further discussion, Mr. Smith should include bullet points on the benefits available to the City of Melbourne by attending events sponsored by his recommended organizations.

Vice Mayor Neuman recalled the conversation regarding honorary street names and Mrs. Lamb replied that the topic is set to appear on the October 28 or November 13 agenda. Vice Mayor Neuman recommended that Mr. Smith bring up that conversation during that agenda item.

Vice Mayor Neuman expressed his intent to bring back two discussion items for Council's consideration: an item to adopt a code of conduct for volunteer advisory board members and an item discussing the special activity permitting process. Mrs. Lamb stated that staff will provide Council with the agenda item

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materials from the last conversation regarding revisions to the special activity ordinance.

Mr. LaRusso added that he would be piggybacking off the discussion of special events, including how they are set up and how permits are issued.

Attorney Conely advised that the city's special activity ordinance is written with First Amendment considerations and that there are obstacles to reducing the number of permitted street events based on the size of the closure or the estimated attendance. He stated that further research is required on the topic.

E. ADJOURNMENT

The meeting adjourned at 9:30 p.m.

/s/ Kevin McKeown, City Clerk – October 20, 2025

Approved by Council:

Memorandum

To: Mayor and Council

From: Jenni Lamb, City Manager

Date: October 23, 2025

Subject: City Manager's Report – Meeting of October 28, 2025

Retirements:

- Edgar “Deyon” James, Driver Engineer, on October 31, 2025, after 22 years of service.

Upcoming Events:

- The Police Community Relations Council meeting will be held on Thursday, November 13th, at 7:00 p.m. at Carver Park Community Center.

City Manager's Activity Report September 2025

For Activity from September 1 to September 30, 2025

Public Assembly Permits Issued

- 9/6/25 Eau Gallie Square - Melbourne Prof. Firefighter Benv. - 9/11 Memorial 5K
- 9/6/25 Riverview - TCS Foods - Farmer's Market
- 9/7/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 9/13/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 9/14/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 9/20/25 Riverview - TCS Foods - Farmer's Market
- 9/20/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 9/21/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 9/27/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 9/28/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding

Purchases Approved by the City Manager

- Award of secondary temporary staffing services contract, Blue Arbor, Inc., New Bern, NC - annual estimated cost of \$50,000.
- Purchase of an additional 16 sets of Globe personal protective clothing (structural firefighting gear) for the Fire Department, Bennett Fire Products Co., Inc., Woodstock, GA - \$57,522.39.
- Purchase of Meraki Wireless Access Points (WAPs) and license renewals for multiple city facilities from SHI, Inc. Somerset, NJ - \$24,235.64.
- Emergency Purchase of 20-Inch Line Stop/Re-Stop for Repairs, Rangeline Group - \$26,376.
- Purchase of Verkada VX52 Viewing Station and licenses for the Law Enforcement Center, Insight Public Sector, Inc., Chandler, AZ - \$16,464.67.
- Purchase of Professional Services for the Law Enforcement Center TV Distribution and Integration with AV Systems, IM Solutions, Inc. Melbourne, FL - \$15,512.64.
- Purchase of Lift Station Supervisory Control and Data Acquisition (SCADA) system components for the Lift Station Ops Division, Data Flow Systems, Inc., Melbourne, FL - estimated annual amount of \$40,000.
- Purchase of replacement fountains/pumps for Wells Park and Jimmy Moore Park, McCleesFixIt, LLC, Orange City, FL - \$29,950

Engineering Activity

Consultant Task Orders

- Purchase of a Traffic Signal Controller Cabinet, \$17,575.00
- NASA Boulevard Sidewalk Improvements, Project No. 14620, Change Order No. 2, Addition of a Mitered End Section with one-foot-wide concrete saddles in place of the proposed gravity wall and the installation of a sixty-six-foot ditch pavement. Removing one existing flare, adding a new flume, and an additional F-Curb. Removal and replacement of non-ADA-compliant sidewalk panels, plus 8 calendar days added to the contract, Timothy Rose Contracting, Inc., \$46,878.57.
- NASA Boulevard Sidewalk Improvements, Project No. 14620, Change Order No. 3, Replacement of three existing loops at Woody Burke. The replacement of one

existing signal loop at NASA Blvd. left turn lane. The adjustment to the grade of five signal pull boxes, plus 10 calendar days added to the contract to account for the July 4, 2025, holiday and the additional requirements by the City, Timothy Rose Contracting, Inc., \$46,878.57.

- Lift Station 35 Rehabilitation, Project No. 32020, Work Order No. 24-04, 1.5-inch mill and resurface of the entire Terry Drive, VA Paving, Inc., \$27,341.98.
- Ballard Park Restroom Replacement, Project No. 10723, Change Order No. 1, The addition of a water fountain to be included with the prefabricated building and credit for unused air release valves, plus an additional 48 calendar days added to the contract, The Watauga Company, Inc., (\$2,283.33).

Development Plan Approvals

- **Substantially Approved Plans (Pending Pre-construction Meeting)**
 - o USA Best Storage, ENGR2024-0032, Boat, RV, Truck and Trailer Parking.
 - o Full House Machinery, ENGR2025-0009, Building addition with canopy to be utilized for manufacturing.
 - o Burger King Redevelopment, ENGR2025-0011, Demolish and rebuild a Burger King at 2500 N Wickham Road.
 - o Dutch Bros., UTIL2025-0005, Drive thru coffee shop.
- **Approved Plans**
 - o Florida Door Control Building, ENGR2024-0033, Construction of a 5,000-sf metal building and associated site improvements.
 - o Boniface Hiers Kia Service Building, UTIL2025-0004, Removal of existing 6" DDCV to upsize to 8" DDCV so an additional hydrant can be provided from the water main to service new service building. Project also includes a water service to the new building downstream of the existing water meter. New sanitary sewer service is proposed to tie into existing gravity main on west side of parking lot.
 - o Rose Court Building, ENGR2025-0014, 3,000-sf single story building and associated improvements to be used for pools supplies.
 - o BRP USA Test Facility, ENGR2023-0024, The proposed development consists of adding additional pavement and a 6' wall along the property frontage of the existing development. The existing drive down to the boat ramp is to be removed and a new drive, with a softer slope, is proposed. Additionally, the existing FDOT outfall that runs along the south of the site is to be modified to allow for filling. Additional impervious areas will be treated in a shallow dry pond. Redeveloped site will function as a research facility for testing watercraft vehicles.

Development Final Inspections

- Final Denial Barriers South Gate – Utility Plan CU103 and CU104, UTIL2025-0006, Install temporary 2" tap on both sides of City of Melbourne water main valve. Install temporary backflow for flushing, testing, chlorinating. Remove existing backflow and connect to existing 12" pipe feeding the old backflow. Install new HDPE pipe to new BFP assembly location. New assembly will match configuration of old BFP assembly and installed per city of Melbourne detail A-

204 A. Install return HDPE pipe to existing pipe at old BFP assembly and re-establish connection. Flush, Test, Chlorinate.

- M-1 Canal Flow Restoration Project, Monopole Park Improvements – ENGR2020-00001, 1955 W Hibiscus Blvd.

Capital Improvement Project Final Inspections

- None this period.

Miscellaneous

- **Capital Improvement Projects**
 - **Pre-Construction Meetings**
 - None this period.
- ***Applications Reviewed***
 - Permits/Plans: 165.

Engineering Construction Plan Submittals

- Medical Mobility, ENGR2025-0024, Construction of a 4,000 SF warehouse added to an existing business.

Development Activity

Formal Application Submittals

- CU2025-0005 / Van Beers Bottle and Tap: A conditional use to allow the sale and consumption of alcoholic beverages (beer and wine) on-premises, in one 2,500± sq. ft. unit of a multi-tenant building in a C-3 zoning district, located on the south side of E. New Haven Avenue, west of Grant Place, and east of Livingston Street (701 E. New Haven Avenue). [Council District 3]
- CU2025-0006 / PLAN2025-0010 / The Oaks Office Building: Conditional use request to allow additional height of 75 feet with site plan approval for a multi-story office building on 1.16± acres zoned M-1 (Light Industrial District), located on the north side of West Hibiscus Boulevard, west of Gateway Drive, and east of Evans Road. [Council District 4]
- FPLAT2025-0001 / Northgate Landings: Final plat for 22-lot, single-family residential subdivision on 5.03± acres of property zoned R-2 (6) (One-, Two- and Multiple-Family Dwelling Medium Density District with a cap of six units per acre), located south of the Northgate Street right-of-way, west of Wickham Road, and east of Palomino Road. [Council District 6]
- ANNEX2024-0009 / MAP2024-0030 / MAP2024-0031 / PLAN2024-0026 / WVS2025-0001 Preserve Drive Multi-family: Annexation, Comprehensive Plan Map Amendment establishing Mixed Use Future Land Use, a Zoning Map Amendment establishing R-2 (One-, Two- and Multiple-Family Dwelling Medium Density District) zoning with site plan for a 264-unit multi-family residential apartment development on 17.65± acres, located on the west side of North Wickham Road, north of Post Road, at Pebble Creek Street. [To be annexed into Council District 1]

New Construction

- 821 E Eau Gallie Blvd Melbourne, FL 32937, Bank, JP Morgan Chase
- 651 Washburn Rd Melbourne, FL 32934, Warehouse, Florida Door Control of Orlando

Certificates of Occupancy

- 3161 Skyway Cir Melbourne, FL 32934, Change of Occupancy, Movable Roots
- 1520 Highland Av Melbourne FL 32935, Interior Renovation, Image Studios
- 94 N Apollo Blvd Melbourne FL 32935, Paint Hanger Facility, Project Vista

Internet Statistics

- Users – 51,000
- Pageviews – 138,000

Parks and Recreation Rentals

Facility Name	Number of Rentals
Ballard Park Pavilions	5
Brothers Park	0
Crane Park Pavilion	2
Eau Gallie Square	4
Front Street Gazebo	0
Front Street Pavilions	0
Jimmy Moore Pavilion	0
Eddie Lee Taylor, Sr. Park Pavilion	0
Pineapple Park Gazebo	0
Riverview Park Pavilions	8
Sherwood Pavilion	0
Southwest Pavilion	0
Wells Park	0
Eau Gallie Civic Center	9
Crane Community Center	9
Front Street Civic Center	19
Joseph N. Davis Community Center	1
Eddie Lee Taylor, Sr. Community Center	8
Melbourne Auditorium	12
Wickham Park Community Center	22

Water & Sewer Connection Permits

Inside City	Water	Sewer
Residential	3	3
Commercial	1	1
Outside City	Water	Sewer
Residential	0	0
Commercial	1	0
Relinquish Capacity	1	
New Connections	5	

Police Services

Type of Service	Number
Calls for Service Answered	4617
Traffic Contacts	1480
Traffic Citations Issued	866
Parking Citations Issued	3
General Arrests	173
Narcotics Incident Offense Reports	3
Narcotics Arrests	46

City Employment

New Hires	Separations
Full-time – 9	Full-time – 11
Part-time – 3	Part-time – 3

Code Compliance Services

Fire Prevention Inspections	606
Building Inspections	1339
Building Permits	591
Code Enforcement Inspections	146
Non-permitted Signage	300

Fire Services

Residential	0
Commercial	0
Other	8
Mutual Aid	2
Rescue	1115
Miscellaneous	370
Total Fire Services	1495

Business Tax Receipts Issued

Business Name	Address	Application Date	Business Type	Business Location
Vargas, Alejandro	102 E New Haven Ave Unit: Pmb 108 Melbourne, FL 32901	3/21/2025	Direct Selling Establishments	Private Mail Box / Storage Unit
The Fellowship 321 Llc	1878 N Wickham Rd Melbourne, FL 32934	8/20/2025	Restaurants, Cafeterias	Commercial
Dassault Falcon Jet Corp	84 N Apollo Blvd Melbourne, FL 32935	8/26/2025	Aircraft, Repair Service	Commercial
Reyes, Rene	1900 S Harbor City Blvd Unit: 328 Melbourne, FL 32901	8/26/2025	Contractor: Roofing	Commercial

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Rigg's Outpost Llc	990 E Melbourne Av Melbourne, FI 32901	8/27/2025	Merchants, Retail And Wholesale	Commercial
Keeney, Jennifer	4451 Stack Blvd Melbourne, FI 32901	8/28/2025	Professional	Commercial
Marvio Llc	1900 Brittany Dr Unit: 1-10 Melbourne, FI 32903	8/29/2025	Business Services	Home Base Business
Marvio Llc	1800 Charlesmont Dr Unit: 104 Melbourne, FI 32903	8/29/2025	Business Services	Home Base Business
Marvio Llc	1951 Island Club Dr Unit: 52 Melbourne, FI 32903	8/29/2025	Business Services	Home Base Business
Marvio Llc	650 Island Club Ct Unit: 155 Melbourne, FI 32903	8/29/2025	Business Services	Home Base Business
Marvio Llc	650 Island Club Ct Unit: 138 Melbourne, FI 32903	9/5/2025	Business Services	Home Base Business
On The Way Service Solutions Llc	1270 N Wickham Rd Pmb 703 Unit: Ste 16 Melbourne, FI 32935	9/9/2025	Business Services	Private Mail Box / Storage Unit
Zen Melt Llc	2330 N Wickham Rd Unit: 14 Melbourne, FI 32935	9/9/2025	Professional Firm, Office, Clinic	Commercial
Haus Of Nicole B. Llc	1520 Highland Ave Melbourne, FI 32935	9/9/2025	Beauty Salon	Commercial
Prusinski, Christian C	1310 W Eau Gallie Blvd Unit: B Melbourne, FI 32935	9/12/2025	Physician	Commercial
Sorted Llc	1682 N Harbor City Blvd Unit: 104 Melbourne, FI 32935	9/15/2025	Barbershops	Commercial
Three Little Biggs Nursery Llc	3595 Aria Dr Melbourne, FI 32904	9/15/2025	Direct Selling Establishments	Home Base Business
Premium Impact Windows And Doors Corp	310 N Babcock St Unit: Ste B Melbourne, FI 32935	9/15/2025	Professional Firm, Office, Clinic	Commercial
Exquisite Events & Rental Decor Llc	2715 N Harbor City Blvd Unit: 5 Melbourne, FI 32935	9/16/2025	Personal Services	Commercial
Advance Finish, Corp.	285 North Dr Unit: Unit D Melbourne, FI 32934	9/16/2025	Manufacturer	Commercial
Hunter J. Boyd Llc	1001 W Eau Gallie Blvd Unit: 120 Melbourne, FI 32935	9/16/2025	Construction Service	Home Base Business
Almanza Jr, Emiliano	85 Bulldog Blvd Melbourne, FI 32901	9/16/2025	Physical Therapist	Commercial
Redeemed Remodeling & Restoration, Llc	914 St Clair St B173 Melbourne, FI 32935	9/16/2025	Construction Service	Commercial

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The Meraki Center	505 E New Haven Av Melbourne, FI 32901	9/18/2025	Massage Therapist	Commercial
Melbourne Community Acupuncture Llc	1260 Sarno Rd Melbourne, FI 32935	9/18/2025	Professional Firm, Office, Clinic	Commercial
Slagle, Alan D	565 Harvey Ogden Dr Melbourne, FI 32901	9/19/2025	Lawn Maintenance	Home Base Business
Generali - U.S. Branch	999 Insurance - Citywide Melbourne, FI 32901	9/19/2025	Insurance Company	City Wide (Mobile Vending, Soliciting- Canvassing)
Ayres Associates Inc	1301 W Eau Gallie Blvd Unit: 102 Melbourne, FI 32935	9/19/2025	Professional Firm, Office, Clinic	Commercial
What Glass Window Cleaning Llc	102 E New Haven Ave Pmb 159 Melbourne, FI 32901	9/22/2025	Construction Service	Home Base Business
Matthew H Zukowsky P.A.	2412 Irwin St Melbourne, FI 32901	9/22/2025	Attorney	Commercial
Aware Self Care Llc	1049 Eber Blvd Unit: 103 Melbourne, FI 32904	9/25/2025	Massage Therapist	Commercial
Jin Xin Food Services Llc	2447 N Wickham Rd Unit: 120 Melbourne, FI 32935	9/25/2025	Restaurants, Cafeterias	Commercial



Melbourne City Council
October 28, 2025
City Manager's Item Report

Department:	City Attorney's Office
Presenter:	Kellen Simmons, Adam Conley
Council District:	N/A
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.8.

Subject:

Proposed Ordinance 2025-49 amending Chapter 6 of the City Code authorizing extended hours on New Year's Eve/Day

Background/Consideration:

Chapter 6, City Code, titled "Alcoholic Beverages", currently limits the sale, service, and consumption of alcoholic beverages at licensed premises from 7:00 a.m. to 2:00 a.m. the following day. At the February 25, 2025 regular Council meeting, City Council directed the City Attorney's Office to draft a proposed amendment to Chapter 6, City Code to extend the hours of sale, service, and on-premises consumption of alcoholic beverages for New Year's Eve/Day from 2:00 a.m. to 3:00 a.m.

Ordinance 2025-49 amends Section 6-2, City Code, to add a new Section 6-2(c), which sets forth the extended hours for on-premises consumption of alcoholic beverages on January 1 of each year from 2:00 a.m. to 3:00 a.m. The ordinance also creates a new Section 6-2(d), which acknowledges that licensed premises may have more specific permissible hours of operation as a condition of a previously approved conditional use ordinance, and that the conditional use ordinance terms supersede the general terms of Chapter 6, City Code.

The First Reading was held at the October 14, 2025 regular Council meeting. The original staff memo from that meeting is attached for additional background.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2025-49.

MEMORANDUM

TO: Mayor and City Council

THRU: Adam Conley, City Attorney

FROM: Kellen Simmons, Assistant City Attorney

SUBJECT: Proposed Code Modification to Melbourne's Ordinance Regulating the Hours of the Sale, Service, and On-Premises Consumption of Alcoholic Beverages for New Year's Eve

DATE: October 14, 2025

Article VIII, Section 5 of the Florida Constitution, together with Section 562.45, Florida Statutes give local governments the authority to regulate the hours of sale, service, and consumption of alcoholic beverages at licensed premises within the jurisdiction. Pursuant to this authority, City Code has included regulations on the hours of sale, service, and consumption since at least 1984. The current language is adopted in Chapter 6 of City Code, titled "Alcoholic Beverages" and regulates the sale, service, and consumption of alcohol throughout the city. Pursuant to the Sec. 6-2, the permissible hours for the sale, service, and consumption of alcohol begins at 7:00 a.m. and ends at 2:00 a.m. the following day.

At its February 25, 2025 meeting, City Council directed the City Attorney's Office to draft a proposed amendment to Chapter 6 of City Code which would extend the hours of sale, service, and consumption of alcohol for New Year's Eve until 3:00 am New Year's Day. As the City Attorney's Office understood this direction, the intended extension of hours is specific to the on-premises consumption of alcoholic beverages, rather than to an extension of hours of alcohol sales for off-premises consumption.

The proposed ordinance amends Section 6-2, City Code to add a new Section 6-2(c), which sets forth the New Year's Day extension of permissible hours for the on-premises consumption of alcoholic beverages from the standard 2:00 am to the requested 3:00am. The proposed ordinance also creates a new Section 6-2(d), acknowledging that a conditional use ordinance for a particular licensed premises may have more specific permissible hours of operations for alcoholic beverages, and that the terms of the conditional use ordinance supersede the general terms of Chapter 6.

RECOMMENDATION: Approval of the ordinance.

ORDINANCE NO. 2025-49

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR EXTENDED HOURS FOR THE SALE OF ALCOHOLIC BEVERAGES ON NEW YEAR'S DAY; MAKING FINDINGS; AMENDING CHAPTER 6 OF THE CITY CODE, ENTITLED "ALCOHOLIC BEVERAGES"; AMENDING SECTION 6-2, HOURS OF SALE; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, pursuant to Article VIII, Section 5 of the Florida Constitution and Section 562.45, Florida Statutes, the City of Melbourne has the authority to regulate the hours of sale, service, and consumption of alcoholic beverages at a licensed premises; and

WHEREAS, pursuant to that authority, the City of Melbourne has adopted Chapter 6 of the Melbourne City Code entitled "Alcoholic Beverages"; and

WHEREAS, Section 6-2, Melbourne City Code currently prohibits the sale, service, or consumption of alcoholic beverages at all licensed premises and other commercial locations between 2:00 a.m. and 7:00 a.m. of every day of the week; and

WHEREAS, at the February 25, 2025 regular Council meeting, City Council gave direction to the City Manager and City Attorney to prepare an ordinance to revise the hours of sale, service, and consumption for premises licensed and authorized for on-site consumption of alcoholic beverages to 3:00 a.m. rather than 2:00 a.m. for New Year's celebrations on January 1; and

WHEREAS, City Council finds that this ordinance will promote and protect the general health, safety, and welfare of the public.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 6-2 of the City Code of Melbourne, Florida is hereby amended to read as follows:

Sec. 6-2. Hours of sale.

(a) No alcoholic beverage, including, but not limited to, beer, wine or liquor, may be sold, consumed, or served, or permitted to be sold, served or consumed at any licensed premises, or at any other commercial location within the city, except between the following hours: Sunday through Saturday, beginning at 7:00 a.m. and ending at 2:00 a.m. the following day.

(b) As used in this chapter, the term "prohibited hours of sale, service or consumption of alcoholic beverages" means and refers to the period of time between 2:00 a.m. and 7:00 a.m. of every day of the week

(c) Notwithstanding the provisions of subsections (a) and (b), for licensed premises authorized for on-premises consumption of alcoholic beverages, on January 1 of each year the hours of sale shall end at 3:00 a.m. rather than 2:00 a.m., and the prohibited hours of sale, service or consumption of alcoholic beverages shall begin at 3:00 a.m. rather than 2:00 a.m.

(d) The permitted and prohibited hours of sale in this section 6-2 shall not be construed to supersede any hours of operation conditions established by a conditional use ordinance adopted for the on-site sale and consumption of alcoholic beverages.

* * * *

SECTION 3. Severability/Interpretation Clause.

(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 City 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 14th day of October, 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. 2025-49

Business Impact Estimate

To: Mayor and City Council
Thru: Adam Conley, City Attorney
From: Kellen Simmons, Assistant City Attorney
Date: October 14, 2025
Re: Proposed Ordinance on Extended Hours for Alcoholic Beverage Sales, Service, and On-Premises Consumption on New Year's Eve/Day

Summary of the Proposed Ordinance

Pursuant to City Council's prior direction in furtherance of the public health, safety, morals and welfare of the City, this proposed ordinance extends the allowable hours for the sale, service, and consumption of alcoholic beverages for on-premises consumption from 2:00am to 3:00am on January 1, for New Year's Eve celebrations. The proposed ordinance also recognizes that, notwithstanding the standard hours stated in Chapter 6, City Code, the particular allowable hours for the sale, service, and consumption of alcoholic beverages for on-premises consumption may be more specifically regulated in a conditional use ordinance.

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

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 subject to the proposed ordinance. There are no new regulatory costs leading to new charges or fees imposed on businesses due to the proposed ordinance. There are no estimated negative direct economic impacts on private for-profit businesses from the proposed ordinance.

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

None negatively impacted.



Melbourne City Council
October 28, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	6
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.9.

Subject:

Work Order No. 24-06 to the contract with V.A. Paving, Inc., Cocoa, FL for the Kingsmill Subdivision Road Resurfacing and Restoration project.

Background/Consideration:

The roadway surfaces within the Kingsmill Subdivision have been determined to be at the end of life and geotechnical testing was performed to determine what type of restoration is needed. It was determined that Reign Street and Royalty Street require black base installation in addition to resurfacing due to the condition of the base. Nobility Avenue, Majestic Avenue, Kingsmill Avenue, Kingdom Avenue, and Empire Avenue will receive the standard 2-inch mill and resurfacing. This work order includes 3.4 miles of roadway resurfacing, of which, base repairs are required on 0.4 miles of the total resurfacing area.

Roadway locations are identified in the attached exhibit.

The Contractor will have 270 days following Notice of Commencement to complete the work included within this work order.

Fiscal/Budget Impact:

This project was a component of the Fiscal Year 2022 Pavement Management Plan; however, sufficient funding is not available within the project budget. An administrative transfer in the amount of \$1,000,000 from Project No. 68024 - FY 2024 Resurfacing Program is required.

Requested Action:

Approval of Work Order No. 24-06 to the contract with V.A. Paving, Inc., Cocoa, FL for the Kingsmill Subdivision Road Resurfacing and Restoration, Project No. 68122, in the not-to-exceed amount of \$1,250,000.

Memorandum

To: Jenni Lamb, City Manager
Marla Keehn, Management and Budget Officer

Thru: James Ennis, City Engineer

From: J. Danielle Straub, Assistant City Engineer

Date: October 13, 2025

Re: Work Order No. 24-06 to V.A. Paving, Inc. for Kingsmill Subdivision Road Resurfacing and Restoration, Project No. 68122

On August 27, 2024, City Council approved the contract with V.A. Paving, Inc. for roadway resurfacing and restoration. This Work Order No. 24-06 is for the milling and resurfacing of the streets within the Kingsmill Subdivision.

Background

The roadways within the Kingsmill Subdivision have been determined to be at end of life as indicated in the Pavement Management Plan. Geotechnical exploration has been done to determine what type of restoration is needed. This report indicated that Reign Street and Royalty Street need black base replacement due to the condition of the base. The rest of the subdivision roadways will get the standard 2" mill and resurfacing.

Scope of Work

Nobility Avenue, Majestic Avenue, Kingsmill Avenue, Kingdom Avenue, and Empire Avenue are to be milled and resurfaced. Reign Street and Royalty Street will have black base replacement and resurfaced.

As part of the resurfacing process, Water Distribution, Wastewater Collections, Reclaimed Distribution and the Streets and Stormwater Division are notified of this work.

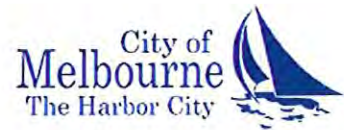
Additional contract awards and/or work orders will be brought before the City Manager/City Council for approval for the pavement markings, sidewalk upgrades and ADA upgrades as needed.

Compensation and Schedule

This project was a component of the Fiscal Year 2022 Pavement Management Plan; however, sufficient funding is not available within the project budget. An administrative transfer in the amount of \$1,000,000 from Project No. 68024 - FY 2024 Resurfacing Program is required. The contractor will have 270 calendar days to complete this project.

Recommendation

Approval of Work Order No. 24-06 with V.A. Paving, Inc., Cocoa, FL in the amount not to exceed of \$1,250,000.



Engineering Department
900 E. Strawbridge Avenue
Melbourne, FL 32901

WORK ORDER NO. 24-06

Project: Kingsmill Subdivision Road Resurfacing and Restoration

Project No: 68122

To: VA Paving, Inc.

WORK ORDER DESCRIPTION

The streets to be milled and resurfaced are as follows:

- Nobility Avenue, Majestic Avenue, Kingsmill Avenue, Kingdom Avenue, and Empire Avenue are to be milled and resurfaced.
- Reign Street and Royalty Street will have black base replacement and resurfaced.

For the services under this authorization, the total compensation amount to be paid to the vendor under this work order shall not exceed \$1,250,000.

All services required by this Work Order will be completed on or before two hundred and seventy (270) days after the Notice of Commencement is issued.

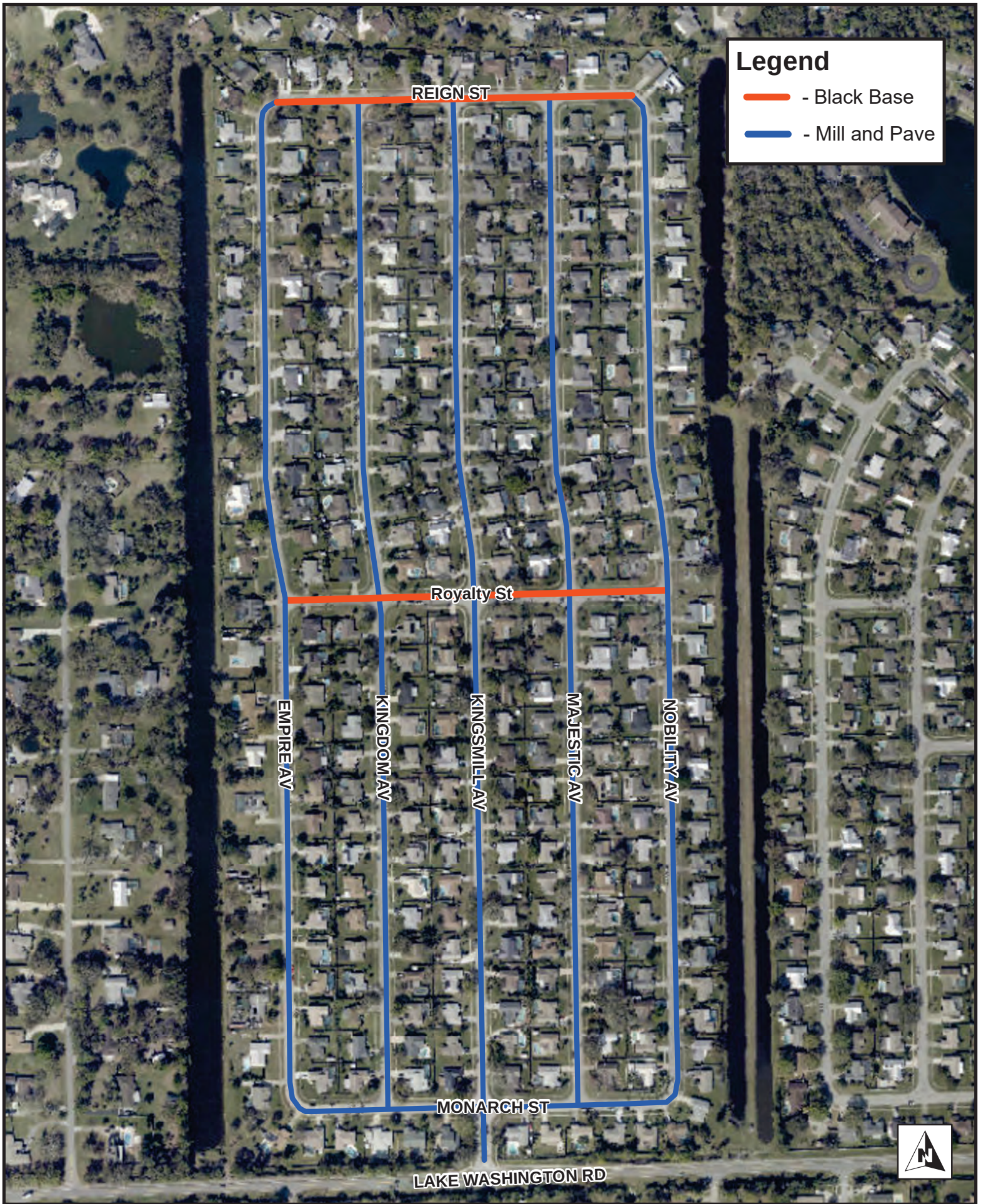
THIS WORK ORDER IS ACCEPTABLE TO CONTRACTOR:

Signed [Signature] Title President Date 10/13/25
Contractor

RECOMMENDED AND APPROVED, CITY OF MELBOURNE:

Signed _____ Title City Engineer Date _____

Signed _____ Title City Manager Date _____





**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	Engineering
Presenter:	James Ennis
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.10.

Subject:

Work Order No. 24-07 to the contract with V.A. Paving, Inc., Cocoa, FL for the Fiscal Year 2025 Asphalt and Milling Annual Resurfacing Program.

Background/Consideration:

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 34 roadway sections for resurfacing. This work order includes 12.6 miles of roadway resurfacing, of which, base repairs are required on 3.7 miles of the total resurfacing area.

Roadway names and locations are identified in the attached work order documentation.

The contractor will have 270 calendar days from Notice of Commencement to complete this project.

Fiscal/Budget Impact:

Funding is available within the project budget, Project No. 68025 - FY 2025 Resurfacing Program.

Requested Action:

Approval of Work Order No. 24-07 to the contract with V.A. Paving, Inc., Cocoa, FL in the amount not to exceed \$4,000,000.

Memorandum

To: Jenni Lamb, City Manager
Marla Keehn, Management and Budget Officer

Thru: James Ennis, City Engineer

From: J. Danielle Straub, Assistant City Engineer

Date: October 15, 2025

Re: Work Order No. 24-07 to V.A. Paving, Inc. for FY25 Resurfacing Program, Project No. 68025

On August 27, 2024, City Council approved the contract with V.A. Paving, Inc. for roadway resurfacing and restoration. This Work Order No. 24-06 is for the milling and resurfacing of the streets within the Kingsmill Subdivision.

Background

The 2014 Pavement Management Plan provided a game plan to use a combination of standard milling and resurfacing, sealing, cold-in-place recycling, reconstruction, and base repairs to optimize City dollars to achieve and maintain an average pavement condition and structural condition indexes. The City's milling and resurfacing efforts are focused on streets with average pavement condition index (PCI) of less than 60.

Scope of Work

The streets anticipated to be milled and resurfaced are as follows:

Atlantis Road	Eber Boulevard	<i>Madison Avenue</i>	Royal Palm Drive	Veracruz Boulevard
Chaffee Street	Ferndale Avenue	<i>N Hudson Circle</i>	<i>S Hudson Circle</i>	<i>W Chartres Avenue</i>
Corbusier Drive	<i>Garfield Street</i>	Palmer Drive	Sacre Coeur Drive	Warwick Road
<i>Cresthaven Parkway</i>	Iowa Drive	Poinciana Ct	Silver Palm Avenue	White Oak Circle
Cronin Avenue	<i>Knight Avenue</i>	Poinciana Drive	<i>St Marks Avenue</i>	Whitmire Drive
<i>Crown Boulevard</i>	L3 Harris Boulevard	Polk Street	St Vincents Way	Wolf Creek Drive
Dijon Drive	Leonard Weaver Boulevard	Quebec Avenue	<i>Stan Drive</i>	

Roadways shown in ITALICS are to be milled and resurfaced to a depth of 4" to allow for base repair.

The work on Eber Road will be done at night.

As part of the resurfacing process, Water Distribution, Wastewater Collections, Reclaimed Distribution and the Streets and Stormwater Division are notified of this work. They inspect the roadways to ensure that any existing utilities or drainage that may need to be repaired is done before the roadway is resurfaced.

Inspections of the drainage pipes within 29 roadways will be outsourced to help speed up determining conditions and repairs needed to the drainage system.

This list is made up of 12.6 miles of roadway. A portion of these roadways (3.7 miles) need base repair. This will be done by milling an additional depth to be replaced with asphalt to provide for a stable base condition.

Additional contract awards and/or work orders will be brought before the City Manager/City Council for approval for the pavement markings, signal loop replacements, and ADA upgrades as needed.

Compensation and Schedule

Funding is available within the project budget. The contractor will have 270 calendar days to complete this project.

Recommendation

Approval of Work Order No. 24-07 with V.A. Paving, Inc., Cocoa, FL in the amount not to exceed \$4,000,000.

WORK ORDER NO. 24-07

Project: FY25 Resurfacing Program

Project No: 68025

To: VA Paving, Inc.

WORK ORDER DESCRIPTION

The streets to be milled and resurfaced are as follows:

Atlantis Road	Eber Boulevard	<i>Madison Avenue</i>	Royal Palm Drive	Veracruz Boulevard
Chaffee Street	Ferndale Avenue	<i>N Hudson Circle</i>	<i>S Hudson Circle</i>	<i>W Chartres Avenue</i>
Corbusier Drive	<i>Garfield Street</i>	Palmer Drive	Sacre Coeur Drive	Warwick Road
<i>Cresthaven Parkway</i>	Iowa Drive	Poinciana Ct	Silver Palm Avenue	White Oak Circle
Cronin Avenue	<i>Knight Avenue</i>	Poinciana Drive	<i>St Marks Avenue</i>	Whitmire Drive
<i>Crown Boulevard</i>	L3 Harris Boulevard	Polk Street	St Vincents Way	Wolf Creek Drive
Dijon Drive	Leonard Weaver Boulevard	Quebec Avenue	<i>Stan Drive</i>	

Roadways shown in ITALICS are to be milled and resurfaced to a depth of 4" to allow for base repair.

The work on Eber Road will be done at night.

For the services under this authorization, the total compensation amount to be paid to the vendor under this work order shall not exceed \$4,000,000.

All services required by this Work Order will be completed on or before two hundred and seventy (270) days after the Notice of Commencement is issued.

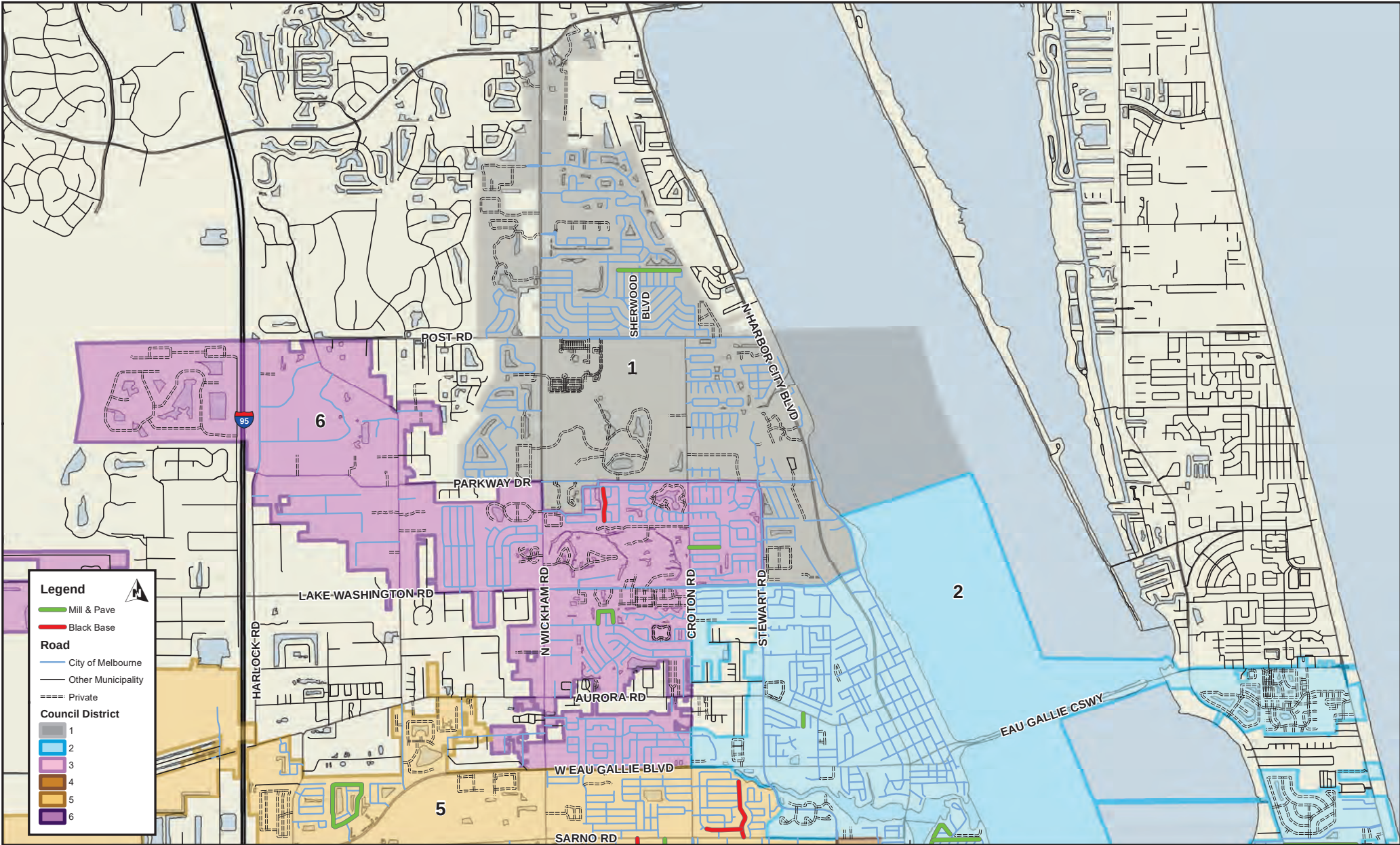
THIS WORK ORDER IS ACCEPTABLE TO CONTRACTOR:

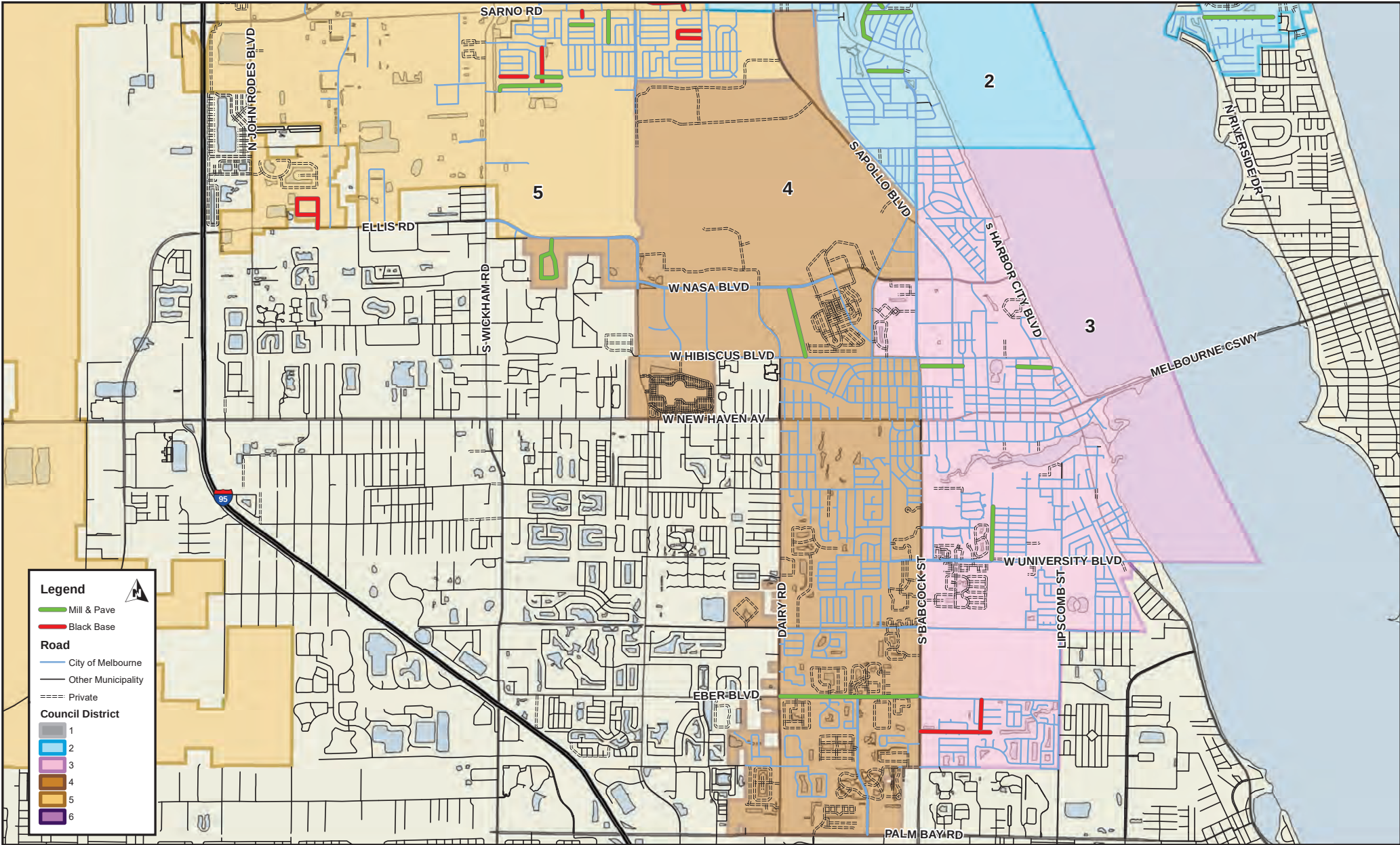
Signed _____ Title _____ Date _____
Contractor

RECOMMENDED AND APPROVED, CITY OF MELBOURNE:

Signed _____ Title City Engineer Date _____

Signed _____ Title City Manager Date _____







Melbourne City Council
October 28, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.11.

Subject:

A professional engineering services task order with DRMP, Inc., Merritt Island, FL for the Riverview Park Roundabout and Parking Improvements Project in the amount of \$89,480.

Background/Consideration:

As part of the Riverview Park Master Plan, a traffic circle (or roundabout) was proposed at the entrance to Riverview Park due to the close proximity of the signalized intersection at US Highway 1/W.H. Jackson Street to the intersection of Irwin Street at the Riverview Park entrance. The existing alignment allows for multiple conflict points with regard to assignment of right of way and lacks sufficient vehicle queueing lengths. A traffic circle eliminates conflicts with right of way assignment as the flow is continuous and vehicle queuing is provided for within the park itself, allowing for improved traffic circulation.

On May 28, 2024, City Council approved the abandonment and vacation of Irwin Street, south of the Riverview Park entrance, and of Line Street except the portion of Line Street that is necessary for the traffic circle improvements. Later that year and upon coordination with Community Development Department and Parks & Recreation Department staff, a task order was issued to DRMP, Inc. to provide surveying services and preliminary engineering services for the traffic circle and a parking lot layout for twenty-two additional spaces. The layout has been completed and accepted by the City Engineer. The project is ready for final design.

The scope of services includes final engineering design and permitting for a traffic circle, redesigned parking lot, sidewalk connections, crosswalks and associated ADA curb ramps per the preliminary layout. Additional deliverables include geotechnical explorations, utility coordination, cost estimating, plans and specification production, and traffic analysis.

The attached memo provides additional details on the compensation and schedule with DRMP.

Fiscal/Budget Impact:

Funding is available in the project budget, Project No. 13323.

Requested Action:

Approval of Task Order No. DRMP-I-2025-001 to DRMP, Inc., Merritt Island, FL for professional engineering services for Riverview Park Roundabout and Parking Improvements, Project No. 13323 in the amount of \$89,480.

Memorandum



To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Tami Gillen, Assistant City Engineer
Date: October 14, 2025
Re: Task Order No. DRMP-I-2025-001 to the Continuing Contract for Professional Engineering Services for Riverview Park Roundabout and Parking Improvements, Project No. 13323

This is a task order with DRMP, Inc. for professional engineering services associated with a roundabout entrance and parking improvements at Riverview Park.

Background

As part of the Riverview Park Master Plan, a traffic circle (or roundabout) was proposed at the entrance to Riverview Park to allow for better traffic circulation into the park. Due to the close proximity of the signalized intersection of US1/W.H. Jackson to the intersection of Irwin Street and the Riverview Park entrance, multiple conflict points are created with regard to assignment of right of way and lack of queue lengths. With a traffic circle, the right of way assignment is eliminated as the flow is continuous and queuing is provided for within the park itself.

It should be noted that on May 28, 2024, City Council approved the abandonment and vacate of Irwin Street, south of the Riverview Park entrance, and of Line Street with the exception of the portion of Line Street that is necessary for the traffic circle improvements. Later that year and upon coordination with Community Development and Parks staff, a task order was issued to DRMP, Inc. to provide surveying services and preliminary engineering services for the traffic circle and a parking lot layout for twenty-two additional spaces. The layout has been completed and the project can proceed to final design.

Scope of Services

The scope of services includes final engineering design and permitting for a traffic circle, parking lot, sidewalk connections, crosswalks and associated ADA curb ramps per the preliminary layout. Also included are geotechnical design services, utility coordination, cost estimating, plans production and specifications deliverables. Traffic analysis will include turning count movements with and without the traffic circle to determine the overall level of service and traffic operations.

Compensation and Schedule

The work will be delivered within 210 days from Notice to Proceed. The cost for the final design services is \$89,480. Funding is available within the Project No. 13323, Riverview Park Entrance & Signage.

Recommendation

Recommend approval of Task Order No. DRMP-I-2025-001 to DRMP, Inc., Merritt Island, FL for Riverview Park Roundabout and Parking Improvements, Project No. 13323, in the amount of \$89,480.

TASK ORDER NO. DRMP-I-2025-001

PROJECT NO. 301.2100524.M00
CITY PROJECT NO. 13323

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
DRMP, INC.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES, dated October 14, 2025, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for **RIVERVIEW PARK – ROUNABOUT & PARKING IMPROVEMENTS**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as Professional Consultant for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 210 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **\$89,480.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense

shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

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

Approved by City Engineer
as to content:


James W. Ennis, PMP, PE

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

Jenni Lamb, PE, City Manager

ATTEST:

Kevin McKeown, City Clerk
(SEAL)

DRMP, INC.

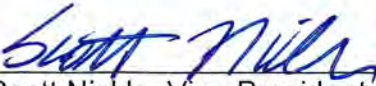

Scott Nickle, Vice-President

Exhibit "A"
SCOPE OF SERVICES FOR
RIVERVIEW PARK – ROUNDABOUT & PARKING IMPROVEMENTS

TASK ORDER NO: DRMP-I-2025-001
DRMP PROJECT NO: 301.2100524.M00
CITY PROJECT NO: 13323

DRMP, Inc. (DRMP) is pleased to present this Task Order Proposal for professional engineering and consulting services relating to the above referenced project. We understand that this project consists of final engineering design services associated with a proposed roundabout near the intersection of WH Jackson Street and Irwin Drive, located within the City's Riverview Park. The plan will also include the addition of parking within the park to the north of the roundabout. Associated stormwater conveyance modifications will also be included in the project design. The project limits are a portion of Riverview Park as shown on Attached Exhibit B, consisting of approximately 2.4 acres, lying in Section 2, Township 28 South, Range 37 East.

I. SCOPE OF SERVICES

TASK 1 – GEOTECHNICAL ENGINEERING SERVICES

1. Our Geotechnical Engineering Subconsultant, Ardaman & Associates, Inc. (Ardaman) will perform Geotechnical Engineering Analysis. Refer to Exhibit B for a detailed scope of the Ardaman services.

TASK 2 – TRAFFIC ENGINEERING SERVICES

1. Utilizing the services of our subcontractor Versatile Traffic Data, we will develop turning movement counts at the signalized US1WH Jackson intersection, and at the existing Riverview Park intersection to the east, at Irwin Street.
2. We will model two scenarios of both intersections together, one with a roundabout at the WH Jackson/Irwin intersection, and one without a roundabout (existing condition). The modeling will determine the level of service (LOS) for the City to consider.
3. A Technical Memorandum will be prepared to present the findings of the modeling.

TASK 3 – FINAL ENGINEERING DESIGN SERVICES

1. Based on the previously prepared Conceptual Engineering Plan (See exhibit C), project survey, and geotechnical engineering results, we will prepare final engineering plans for the project. The proposed configuration will include location of an entrance roundabout, roadway and parking lot drive aisle connections to the roundabout, and parking additions/adjustments north of the roundabout.
2. We will submit written requests to various utility companies, notifying them of the proposed project and requesting mapping of their facilities if present within the project area, or verification that they have no facilities within the project area. We will transfer appropriate mapping information onto the engineering plans. The mapping provided by the utility companies is approximate only and may not be accurate.
3. We will coordinate with our geotechnical engineering subconsultant, Ardaman & Associates, Inc. (Ardaman) for preparation of geotechnical testing and analysis of the project area.
4. We will prepare civil engineering design plans for the project. The plans will consist of the following:
 - a. Cover Sheet
 - b. Project Construction Notes Sheet
 - c. Summary of Quantities
 - d. Existing Conditions/Demolition Plan
 - e. Construction Control Sheet
 - f. Grading, Paving & Drainage Plan
 - g. Cross-section Detail Sheet
 - h. Site Details
 - i. Maintenance of Traffic (MOT) FDOT Standard Plans Index Details.
 - j. Erosion & Sediment Control Notes and Details
5. Upon completion of the design plans we will make City submittals at the 60%, 90% and 100% design thresholds. Upon receipt of City staff comments we will revise the plans and will resubmit them for final City review and approval.
6. We will prepare a cost estimate for review by City staff. The estimate will be based on recent historical construction costs from projects designed by DRMP, FDOT Historical Costs, and other sources (such as RS Means). We will provide an updated cost estimate at the conclusion of the Final Engineering process.
7. We will submit plans and a request to the St. Johns River Water Management District (SJRWMD), for a permit determination. The intent of this service is to verify that no permitting is required by the SJRWMD. If the SJRWMD indicates that an

Environmental Resource Permit (ERP) is required, we will prepare a separate task order for stormwater treatment design and permitting.

8. We will prepare project Technical Specifications and submit them to the City for review. We will revise the documents based upon City review comments and resubmit to the City for final review and approval.

II. ASSUMPTIONS AND CONDITIONS

This proposal is based on the following assumptions and conditions:

1. Surveying services for the project area were completed as part of a separate task order and are therefore not included.
2. Subsurface Utility Engineering (SUE) services to verify underground improvements are not included. All existing underground improvements are based upon field surface-marking by utility service providers, and supplemental mapping if provided by the utility service provider. Not all utility providers surface mark and/or provide mapping of their utilities. Accordingly, there may be underground utilities present that are not shown on the plans.
3. FDOT design and/or permitting is not included. The proposed improvements are to be contained to City-owned property, outside of the FDOT (US Highway 1) right of way.
4. Environmental services are not included.
5. Preparation of easement documents is not included. Should easement analysis and/or sketch & description(s) be required, DRMP will perform these services under a separate task order or addendum to this task order.
6. Elevations are to be based on NAVD 88 Datum.
7. Utility relocation design/permitting is not included. Minor deflections of water and sanitary sewer to avoid horizontal and/or vertical conflicts are included in the design services.
8. Plan & Profile drawings are not included.
9. Stormwater treatment design not included. Stormwater conveyance design (surface, storm inlets/manholes, piping to existing storm piping system(s) is included. Should the St. Johns River Water Management District (SJRWMD) require stormwater treatment and other modifications beyond storm conveyance within the project area, these services will be performed under a separate task order or addendum to this task order.

10. Relocation of Florida Power & Light (FPL) facilities is not included. We will identify power poles that are in conflict with proposed improvements on the plans, however the City is responsible for all coordination efforts and expenses associated with facility relocations.
11. Landscaping and Irrigation design services are not included.
12. Attendance at meetings other than those described herein is not included. Public meetings are not included.
13. Bidding Assistance and Construction Administration services are not included. A separate task order proposal can be submitted to the City upon request.

FEES:

Our proposed lump sum fees for providing the above described services are:

TASK 1 – Geotechnical Engineering Services	\$ 4,680.00
TASK 2 – Traffic Engineering Services	\$ 5,500.00
<u>TASK 3 – Final Engineering Services</u>	<u>\$79,300.00</u>
TOTAL	\$89,480.00

INVOICE PROCEDURES AND PAYMENT:

DRMP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the “percentage of completion method” whereby **DRMP, INC.** will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this TASK ORDER is an addendum to the master Continuing Contract for Professional Services dated October 14, 2025, and as such this TASK ORDER is subject to all conditions and stipulations contained in said contract.

This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,
DRMP, INC.



Scott Nickle, Vice-President



July 24, 2025
Proposal File No. 2523-111

DRMP
100 Parnell Street, Suite A
Merritt Island, Florida 32953

Attention: Mr. Scott Nickle, VP

Subject: Proposal for Subsurface Exploration and
Geotechnical Engineering Evaluation
Riverview Park Entrance Modifications
US Highway 1
Melbourne, Florida

Dear Mr. Nickle:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by the client, the proposed construction will include new asphalt paved parking and drive areas at the entrance to the Riverview Park facility. Grading plans are not complete at this time; therefore, we have assumed that approximately 1 to 2 feet of fill is required to raise the pavement areas to final elevation.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed pavement. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

Description	Number of Borings/Tests	Depth Below Ground Surface (feet)
New Pavement Areas	6 Hand Auger	5
	3 Pavement Cores	5

The pavement cores will be performed in existing pavement areas on the project site where improvements are proposed. Due to the light traffic volumes in these areas, no MOT services are included in this scope of work. The cores will be performed to the bottom of the pavement base using a portable coring machine fitted with a 4-inch diameter core barrel. At each core location, a hand auger boring will be advanced to a depth of 5 feet.

The hand auger borings will be drilled with a 3-inch diameter, hand-held bucket auger. Each sample will be removed from the auger in the field and then examined and visually classified by our field personnel

1300 N. Cocoa Boulevard, Cocoa, FL 32922 Phone (321) 632-2503

Louisiana: Baton Rouge, New Orleans, Shreveport

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

Texas: Houston

Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. Upon completion of coring/drilling, the boreholes will be backfilled with soil cuttings and the core holes will be filled with cold patch asphalt.

LABORATORY PROGRAM

Routine laboratory visual classification will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop engineering recommendations to guide site preparation and pavement design. A typical flexible pavement section will be provided. For our analysis, we will require specific loading conditions for the pavement. We will also provide an estimate of the normal seasonal high groundwater level at the boring locations and the results of the pavement cores. Our recommendations for the pavement areas, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

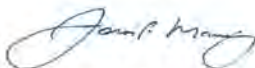
CLOSURE

This proposal is subject to the following conditions: (1) access to boring locations is to be readily available to our field personnel, (2) the proposed number of borings and the boring depths will be adequate, (3) MOT services are not necessary to perform the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance sheet. Please call if you have any questions or require additional information.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.



Jason P. Manning, P.E.
Branch Manager



GENERAL CONDITIONS

Parties And Scope Of Work—A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify, and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third-party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability - A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) **NON HAZARDOUS SAMPLES:** At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Differing Site Conditions or Unanticipated Hazardous Materials – Differing site conditions or certain types of hazardous materials (unanticipated materials) may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated materials.

Indemnification – Client agrees to defend, indemnify, and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

Legal Jurisdiction – The parties agree that any litigation shall be governed by the laws of the State of Florida and only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Compliance With Laws - A&A shall perform its services consistent with the applicable standard of care and endeavor to incorporate laws, regulations, codes, applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign

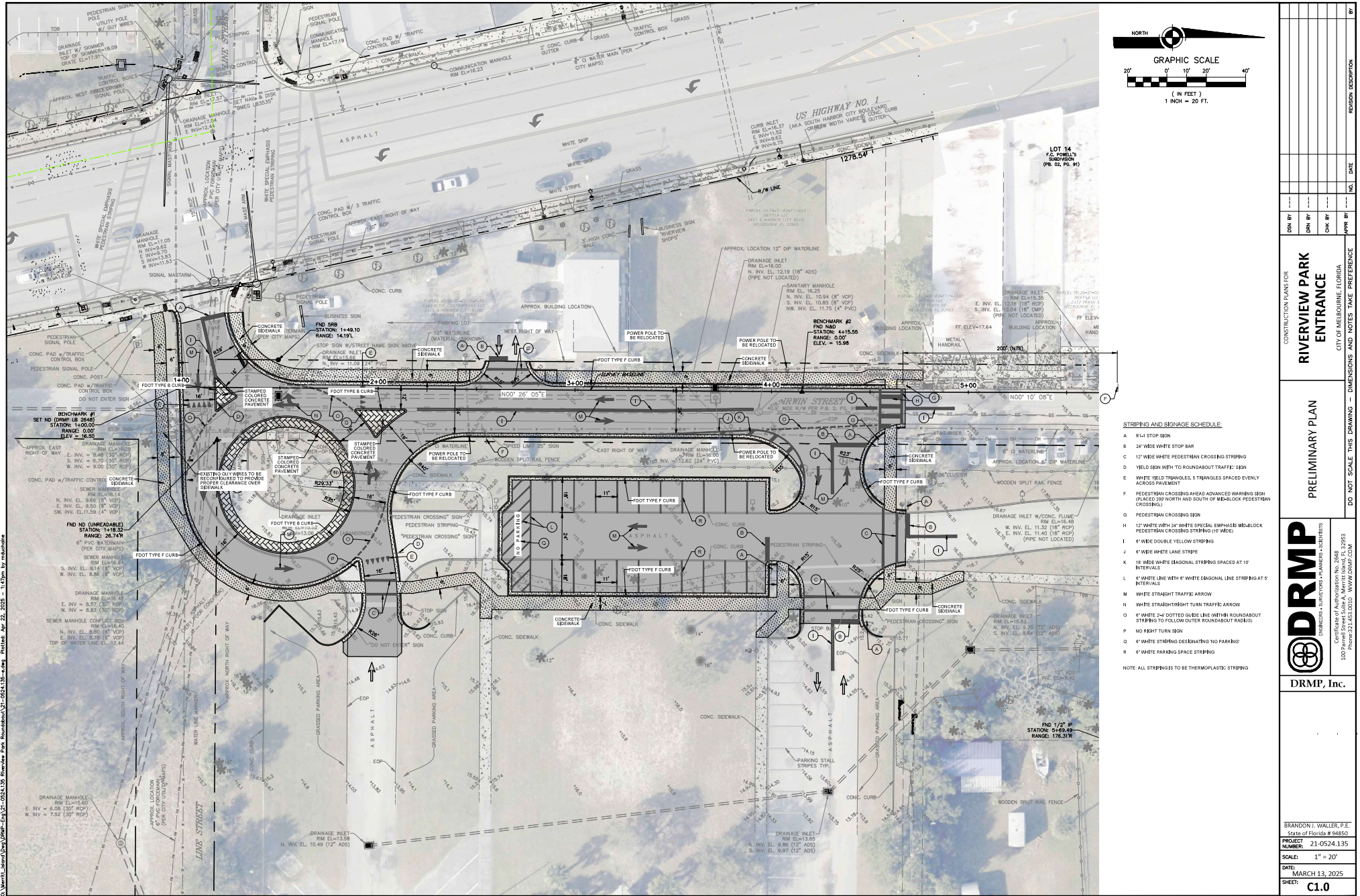
Corrupt Practices Act, UK Bribery Act and other laws as may apply.

Termination - A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, pandemic, epidemic, government shutdowns, act or omission of subcontractors, carrier, clients, or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

6/22/23



PRELIMINARY - NOT FOR CONSTRUCTION



Melbourne City Council
October 28, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	Jennifer Spagnoli
Council District:	6
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.

Subject:

A professional engineering services task order with DRMP, Inc., Merritt Island, FL for the Lift Station No. 55 Rehabilitation Project in the amount of \$109,275.

Background/Consideration:

Lift Station No. 55, located on the west side of Stewart Road at the Sweetwood Drive intersection, has reached the end of its service life and requires replacement. The existing station consists of a wet well with duplex vacuum-assisted suction lift pumps, operating at a capacity of 1,400 gallons per minute (gpm).

The proposed lift station replacement consists of the design of a new wet well with modern submersible pumps, a new valve pad, new control panel, new generator, and associated site improvements. Because Lift Station No. 55 is proposed to pump additional flows redirected from Lift Station Nos. 21 and 26 to accommodate future developments within the Pineapple Avenue corridor, triplex pumps will be provided with a capacity of 2,000 gpm each.

The scope of services includes boundary and topographic survey of the lift station site, geotechnical evaluation, civil engineering design services, electrical engineering, instrumentation/controls design, permitting services, bidding services, and construction administration services.

Completion of DRMP services is expected within 210 days following Notice to Proceed.

Fiscal/Budget Impact:

Funding is available within the capital improvement project budget, Project No. 32526, Lift Station No. 55 Rehab.

Requested Action:

Approval of Task Order No. DRMP-U-2025-001 to DRMP, Inc., Merritt Island, FL for professional engineering services for Lift Station No. 55 Rehab, Project No. 32526, in an amount \$109,275.

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer
Jennifer Spagnoli, Dir. Public Works & Utilities
Marla Keehn, Management & Budget Officer

From: Tom Baker, Asst. Dir. Public Works & Utilities

Date: October 13, 2025

Re: Task Order No. DRMP-U-2025-001 to the Continuing Contract for Professional Consulting Services for the Lift Station No. 55 Replacement Project (Project No. 32526)

This is a task order with DRMP, Inc. (DRMP) for engineering services for the Lift Station No. 55 Replacement project.

Background

Lift Station No. 55, located on the west side of Stewart Road at the Sweetwood Drive intersection, has reached the end of its service life and requires replacement. The existing station consists of a wet well with duplex vacuum-assisted suction lift pumps, operating at a capacity of 1,400 gallons per minute (gpm).

The proposed lift station replacement consists of design of a new wet well with modern submersible pumps, a new valve pad, new control panel, new generator, and associated site improvements. Because Lift Station No. 55 is proposed to pump additional flows redirected from Lift Station nos. 21 and 26 to accommodate future developments within the Pineapple Avenue corridor, triplex pumps will be provided with a capacity of 2,000 gpm each.

Scope of Services

The scope of services includes boundary and topographic survey of the lift station site, geotechnical evaluation, civil engineering design services, electrical engineering, instrumentation/controls design, permitting services, bidding services, and construction administration services.

Compensation and Schedule

The fee for the scope of services shall not exceed \$109,275. The work will be completed within 210 days from the Notice to Proceed.

Funding

Funding is sufficient in Capital Improvement Project No. 32526 (Lift Station No. 55 Rehab)

Recommendations

Recommend approval of Task Order No. DRMP-U-2025-001 to DRMP, Inc., Merrit Island, FL for Lift Station No. 55 Replacement, Project No. 32526, in the amount of \$109,275

Cc: Mike, Brink, Supt. Utilities Operations Supt.
Nic Coster, Asst. Supt. Utilities Operations Supt.
Darrell Manchester, Supr. Lift Station Operations
Matt Simon, Supr. Wastewater Collection
Kacie Black, Engineering Contracts Mgr.
Robin Schaffroth, Utilities Budget & Procurement Specialist

TASK ORDER NO. DRMP-U-2025-001

DRMP PROJECT NO. 301.2501114.001
CITY PROJECT NO. 32526

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
DRMP, INC.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES, dated October 14, 2025, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for **LIFT STATION 55 REPLACEMENT**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

Whereas, the CITY and the ENGINEERS have completed successful negotiations for said PROFESSIONAL CONSULTING SERVICES as defined in the SCOPE OF SERVICES.

The CITY hereby employs the ENGINEERS as Professional Consultant for the work as outlined in the SCOPE OF SERVICES and the ENGINEERS accept employment to perform certain Professional Services as outlined in the SCOPE OF SERVICES.

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 210 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **\$109,275.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense

shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

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

Approved by City Engineer
as to content:



James W. Ennis, PE, City Engineer

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

Jenni Lamb, PE, City Manager

ATTEST:

Kevin McKeown, City Clerk
(SEAL)

DRMP, INC.:



Scott Nickle, Vice-President

Exhibit "A"
SCOPE OF SERVICES FOR
LIFT STATION 55
TASK ORDER NO: DRMP-U-2025-001
DRMP PROJECT NO: 301.2501114.001
CITY PROJECT NO: 32526

This project consists of the replacement of existing City of Melbourne Lift Station No. 55, located along the west side of the Stewart Road right of way, near the intersection of Sweetwood Drive, in Melbourne, Florida. The subject project area is in Section 8, Township 27 South, Range 37 East. The project will consist of surveying, geotechnical engineering, electrical engineering, civil engineering design and permitting associated with a new public lift station intended to replace the existing City owned Lift Station No. 55. Bidding Assistance and Construction Administration services are also included. The design will generally include conversion of the existing wet well structure to a terminal manhole, replacement of a portion of gravity sewer to the proposed lift station, lift station design, and a force main connection to an existing force main. We will enlist the services of our geotechnical engineering subconsultant Ardaman & Associates, Inc. (Ardaman) to provide geotechnical engineering services. Our services (excluding agency reviews) will be completed within 210 days of authorization.

I. SCOPE OF SERVICES

TASK 1 - BOUNDARY/TOPOGRAPHIC SURVEY (DRMP)

1. Boundary Survey:

We will complete a boundary survey of a 300-foot portion of Stewart Road on our standard 24" x 36" format. The survey will include finding or setting corner monumentation, locating any encroachments onto or off of the parcel, identifying the current FEMA flood zone of the property and showing adjacent parcels or rights-of-way. Stewart Road right of way will be based on the surrounding plats.

2. Topographic Survey:

We will complete a topographic survey and obtain topographic elevations on an approximate 25-foot grid, along all property lines, 15 to 20 feet onto adjacent property where possible, and any drastic changes in topography. We will also locate any visible features within the subject parcel such as swales, ditches, berms, excavations, fences, utilities, lift station, buildings or any other manmade improvements. We will also locate and obtain elevations on any adjacent improved roads to the center of said road. Elevations will be based on NAVD88 Datum.

TASK 2 - PRELIMINARY ENGINEERING SERVICES (DRMP)

1. We will research existing available utility maps, surveys, site plans and other readily available data, to fully familiarize ourselves with the existing sewer system, surrounding utilities and the proposed project parameters. This service will also include a detailed site inspection of the property.
2. We will complete coordination with City staff to determine any requirements or conditions related to the lift station design. Design flow requirements will be provided by the City.
3. Based on the above research, information, and input from City staff, we will prepare a preliminary engineering plan depicting the proposed lift station location, force main and re-

routing of gravity sewer feed(s) into the new lift station. This plan will be submitted to City staff for initial review and input. We will make appropriate plan revisions and re-submit for City staff preliminary approval.

TASK 3 - GEOTECHNICAL INVESTIGATION (Ardaman)

1. We will utilize the services of our Geotechnical Engineering subconsultant Ardaman & Associates, Inc. (Ardaman) to perform geotechnical engineering services. Please refer to Exhibit "B" of this proposal for a detailed scope of work to be completed by Ardaman.

TASK 4 - ELECTRICAL ENGINEERING SERVICES (DRMP)

1. For Site Investigation & Assessment, we will conduct a field visit to assess the existing electrical infrastructure at the lift station, evaluate existing pump motor controls, wiring, panelboards, disconnects, and conduit routing, and confirm the existing generator capacity and compatibility with the new pump.
2. Electrical load calculations and coordination will be performed. We will perform load analysis to confirm that the electrical service and backup generator can support the new pump, evaluate starting characteristics (across-the-line, soft-start, VFD) of the proposed pump motor and coordinate with utility requirements, we will coordinate with Florida Power and Light (FPL) to verify that the existing electrical service can accommodate the new lift station loads, and if it cannot, we will work with FPL to provide a new service as required.
3. Electrical design and construction documents will be prepared. We will develop power distribution design to support the new pumps, including feeder sizing, overcurrent protection, and grounding in compliance with the latest NEC, provide electrical drawings showing the layout and connections for the new pumps, including conduit/cable routing and terminations, design new or modified automatic transfer switch (ATS) circuits and generator interface, as needed, to ensure seamless transfer of power to the pump during outages, and update one-line diagrams, control schematics, and panel schedules as needed.
4. Pump control integration will be completed. We will coordinate with the pump vendor to incorporate motor control requirements (MCC, VFD, soft starter). We will also provide design details for controls wiring to integrate pump operations into existing SCADA/telemetry or lift station control systems, if applicable.
5. We will provide electrical plans and specifications suitable for permitting and construction, updated one-line diagrams and panel schedules.
6. We will provide responses to permitting agency comments.

TASK 5 - FINAL ENGINEERING SERVICES (DRMP)

1. Upon approval of the Preliminary Engineering Design Plan, we will prepare detailed site construction plans for the project, based upon City of Melbourne and Florida Department of Environmental Protection (FDEP) requirements. The plans will include the following:
 - a. Existing Conditions/Survey Control Plan
 - b. A detailed Sanitary Sewer plan of the proposed improvements showing the locations and elevations of all proposed manholes, piping, lift station and force mains.
 - c. Plan & Profile drawings of the proposed sanitary sewer system.
 - d. Certified Lift Station calculations and details.
 - e. A re-paving plan to include depiction of proposed replacement pavement (if needed) consistent with the existing pavement locations and elevations.
 - f. A demolition/utility abandonment plan.
 - g. Appropriate cross-sections, construction details and plan specifications.
 - h. Erosion & sediment control details and notes.

- i. All required site plan data.
 - j. Electrical Engineering plans.
2. We will prepare and submit applications for, and diligently pursue approval of the following required permits:
 - a. City of Melbourne staff approval.
 - b. FDEP Sanitary Sewage Collection System Permit.
 3. We will submit plans to Florida Power & Light, AT&T, and the local television, cable and gas companies to notify them of the proposed project and to obtain existing utilities information.
 4. We will prepare a site construction cost estimate for Client review.
 5. We will prepare the final bid documents, bid form and technical specifications.

TASK 6 – BIDDING ASSISTANCE SERVICES (DRMP)

1. We will provide the City with electronic files of the project plans and specifications for the bidding process.
2. We will attend a pre-bid meeting to present the project and to answer contractor questions.
3. We will answer contractor Requests for Information (RFIs) concerning construction related items.

TASK 7 - CONSTRUCTION ADMINISTRATION SERVICES (DRMP)

1. We will attend a pre-construction conference scheduled by the City. Our services will include answering technical questions presented by the selected contractor about the project design. We will provide written answers to questions that cannot be answered at the meeting.
2. We will review contractor product submittals for consistency with the approved plans. We will either issue approval, approval as noted, or rejection of the submittals. If needed, we will review revised contractor submittals for approval. Note that this service does not include reviews of products not listed on the City's Approved Products List (APL) or any other alternative submittal.
3. We will review contractor written RFIs and provide appropriate clarifications.
4. We will perform periodic inspections to comply with agency certification requirements. We will prepare reports, including pictures for each inspection. Note that our services are not intended to represent construction management level services – our inspections are only to observe construction for a brief period on the day we are at the project site. We will note any obvious construction deviations and report them to the City Project Manager to handle contractor directives regarding corrective actions.
5. We will perform one (1) electrical site inspection to assess if the work appears to conform to the construction documents.
6. We will review contractor-supplied certified (by a Florida Registered Land Surveyor) as-built record drawings of the project construction and will provide written responses of any noted deficiencies. We will perform one additional review of revised certified as-built record drawings.
7. We will review force main pressure test results.
8. We will attend the lift station start-up.

9. Provided all construction has been completed and substantially complies with the approved plans and permits, we will request clearance of the system to FDEP.
10. Our electrical engineering subconsultant, TLC, will perform inspections of the electrical system during construction.

II. EXCLUSIONS AND CONDITIONS

1. All survey work will meet or exceed the Florida Standards of Practice per Chapter 5J-17.05 F.A.C.
2. Ecological services are not included.
3. Any additional work requested will be billed at our Standard Hourly Rates.
4. We will coordinate with 811 for utility locations and locate any markings provided by the utility owners. Please note that some underground utilities may not be surface-marked in response to our 811 request, therefore all utilities may not be shown on the survey.
5. All elevations will be based on NAVD88 Datum.
6. The proposed services contained herein are limited to the Project Area. Should services be required outside of the Project Area limits, a Task Order Proposal for additional services will be provided for review and authorization.
7. Electrical Engineering design will comply with the National Electric Code (NEC), local and state building codes, utility company standards (FPL), NFPA 820 (if applicable), manufacturer and equipment specific requirements.
8. Any required construction testing fees for the project will be considered a direct expense to the client and are not a part of this proposal.
9. Any required permit fees for the project will be considered a direct expense to the client and are not a part of this proposal.
10. Physical excavation and location of underground improvements via Subsurface Utility Engineering (SUE) are not included.
11. Surveying services are limited to those described herein.
12. Construction Administration services are limited to those outlined herein.
13. Construction administration services do not include monitoring or inventory of contractor stored materials.
14. Public meetings are not included.
15. Stormwater calculations and permitting is not included.

III. FEES (LUMP SUM)

TASK 1 - Surveying Services

Boundary Survey \$ 3,215.00

Topographic Survey \$ 6,210.00

TASK 2 - Preliminary Engineering Services \$ 4,500.00

TASK 3 - Geotechnical Investigation \$ 3,400.00

TASK 4 – Electrical Engineering Services \$ 12,000.00

TASK 5 - Final Engineering Services \$ 44,800.00

TASK 6 – Bidding Assistance Services \$ 3,800.00

TASK 7 - Construction Administration Services \$ 31,350.00

TOTAL \$109,275.00

IV. INVOICE PROCEDURES AND PAYMENT:

DRMP, INC. shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby **DRMP, INC.** will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.

It is hereby acknowledged that this TASK ORDER is an addendum to the master Continuing Contract for Professional Services dated October 14, 2025, and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.

Should you have any questions or comments regarding this proposal, please contact us at your convenience. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a TASK ORDER number and Notice to Proceed for this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

DRMP, INC.



Scott Nickle, VP



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials ConsultantsJuly 2, 2025
Proposal File No. 2523-097DRMP
100 Parnell Street
Merritt Island, Florida 32953

Attention: Mr. Scott Nickle, VP

Subject: Proposal for Subsurface Soil Exploration and
Geotechnical Engineering Evaluation
Lift Station LS-55 Improvements
Stewart Road
Melbourne, Florida

Dear Mr. Nickle:

As requested, we are pleased to present this proposal for conducting a subsurface soil exploration and geotechnical engineering evaluation for the subject project. Based on our review of information provided by Mr. Nickle, the project includes the replacement of the existing lift station at the above referenced site. The new lift station will have a concrete wet well structure that is anticipated to be installed to a maximum depth of no more than 25 feet below the existing ground surface. We have assumed that the wet well structure will be installed using the conventional braced excavation method.

The scope of our work will include determining if the soil characteristics are suitable to construct the proposed lift station wet well structure. The following summarizes our proposed scope of work and associated fees for conducting the subject exploration.

FIELD EXPLORATION

The proposed field exploration program will include the following:

Description	Number of Borings	Depth Below Ground Surface (feet)
Lift Station Wet Well Structure	1 SPT	30

The SPT boring will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The boring will be sampled at 18-inch intervals to a depth of 10 feet below existing ground surface, and at 5-foot intervals to the boring termination depth. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the borehole during the drilling operation. Upon completion of drilling, the borehole will be grouted with neat cement grout.

1300 N. Cocoa Boulevard, Cocoa, FL 32922 Phone (321) 632-2503

Louisiana: Baton Rouge, New Orleans, Shreveport

Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, West Palm Beach

Texas: Houston

LABORATORY PROGRAM

Routine laboratory visual classification of the samples retrieved from the boring will be performed by a geotechnical engineer along with specific classification tests deemed necessary (i.e., percent fines, organic content).

ENGINEERING ANALYSIS AND REPORT

Engineering analysis of all data obtained will be made to evaluate general subsurface conditions at the lift station location and to develop engineering recommendations to guide site preparation and foundation support for the wet well structure. Our recommendations for the wet well structure, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

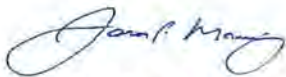
CLOSURE

This proposal is subject to the following conditions: (1) access to the boring location is to be readily available to our truck-mounted drilling equipment, (2) the proposed number of borings and the boring depth will be adequate, (3) maintenance of traffic (MOT) is not required to perform the field work, (4) Ardaman & Associates will not take responsibility for damages to underground structures and/or services that are not located by Sunshine One-Call; their locations are to be provided by the client or owner prior to commencement of the field work, and (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If this proposal meets with your approval, please indicate your acceptance by signing and returning the attached Proposal/Project Acceptance Form. Please call if you have any questions or require additional information.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.



Jason P. Manning, P.E.
Branch Manager

GENERAL CONDITIONS

Parties And Scope Of Work – A&A shall include said company and any subsidiary or affiliate performing the Work. “Work” means the specific services to be performed by A&A as set forth in A&A’s proposal as well as any additional services requested or accepted by Client. “Client” refers to the person or business entity ordering the Work to be done by A&A. If the Client is ordering the Work on behalf of a third party or intends to provide A&A’s Work to induce a third party’s reliance, Client shall disclose the identity of such third party to A&A in writing before the commencement of A&A’s Work hereunder. In the event Client fails to disclose the identity of such third party prior to commencement of A&A’s Work, A&A will owe no legal duty to such third party unless the third party negotiates and obtains a written reliance letter from A&A. Client agrees that A&A’s professional duties are specifically limited to the Work as set forth in A&A’s proposal. The Client assumes sole responsibility for determining whether the quantity and the nature of the Work ordered by the Client is adequate and sufficient for the Client’s intended purpose. A&A’s Work is for the exclusive use of Client. In no event shall A&A owe any legal duty to any third party (including, but not limited to, assignees, successors in interest and subsequent purchasers) unless those third parties are disclosed by Client in accordance with this paragraph and those third parties accept these General Conditions.

On-Call Services – In the event A&A is retained to perform construction materials testing (“CMT”), including but not limited to proctor and soil density tests, concrete tests, etc., on an On-Call basis such that A&A is not retained to perform continuous observations of construction, Client assumes sole responsibility for determining the type, location and frequency of sampling and testing. In such On-Call testing, A&A’s test results are only representative of conditions at the test location and elevation, and different conditions may exist at other locations and other elevations. Furthermore, in the event Client fails to properly determine the location or frequency of sampling and testing, under no circumstances will A&A assume that duty by performing its CMT services.

Right-of-Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for A&A to make the planned borings, surveys, and/or explorations. A&A will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount.

Damage to Existing Man-made Objects – It shall be the responsibility of the Client to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests, sampling, or boring locations. Client waives any claim against A&A and A&A’s subcontractors arising from any damage to existing man-made objects. In addition, Client shall defend, indemnify, and hold A&A and A&A’s subcontractors harmless from any third party claim arising from damage to existing man-made objects. Client’s obligation to indemnify for such third-party claims is limited to \$1,000,000 per occurrence which the parties agree bears a reasonable relationship to this Agreement.

Limitation of Liability – A&A shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this obligation and A&A is promptly notified in writing prior to one year after completion of such portion of the services, A&A will re-perform such portion of the services, or if re-performance is impracticable, A&A will refund the amount of compensation paid to A&A for such portion of the services. In no event shall A&A be liable for any special, indirect, incidental, or consequential damages. The remedies set forth herein are exclusive and the total liability of A&A whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from any and all services provided by A&A, including but not limited to the Work, shall not exceed the total fees paid by Client or \$50,000.00, whichever is less.

PURSUANT TO §558.0035, FLORIDA STATUTES, A&A’S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Sampling or Testing Location – Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report.

Sample Handling and Retention – Generally test samples or specimens are consumed and/or substantially altered during the conduct of tests and A&A, at its sole discretion, will dispose (subject to the following) of any remaining residue immediately upon completion of test unless required in writing by the Client to store or otherwise handle the samples. (a) **NON HAZARDOUS SAMPLES:** At Client’s written request, A&A will maintain preservable test samples and specimens or the residue therefrom for thirty (30) days after submission of A&A’s report to Client free of storage charges. After the initial 30 days and upon written request, A&A will retain test specimens or samples for a mutually acceptable storage charge and period of time. (b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES:** In the event that samples contain substances or constituents hazardous or detrimental to human health, safety or the environment as defined by federal, state or local statutes, regulations, or ordinances (“Hazardous Substances” and “Hazardous Constituents”, respectively), A&A will, after completion of testing and at Client’s expense: (i) return such samples to Client; (ii) using a manifest signed by Client as generator, will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that A&A is acting as a bailee and at no time does A&A assume title of said waste.

Discovery of Differing Site Conditions or Unanticipated Hazardous Materials – Differing site conditions or certain types of hazardous materials (unanticipated materials) may exist at a site where there is no reason to believe they could or should be present. A&A and Client agree that the discovery of unanticipated materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. A&A and Client also agree that the discovery of unanticipated materials may make it necessary for A&A to take immediate measures to protect health and safety. A&A agrees to notify Client as soon as practicable should unanticipated materials be encountered. Client encourages A&A to take any and all measures that, in A&A’s professional opinion, are justified to preserve and protect the health and safety of A&A’s personnel and the public. Client agrees to compensate A&A for the additional cost of working to protect employees’ and the public’s health and safety. In addition, Client waives any claim against A&A arising from A&A’s discovery of unanticipated materials.

Indemnification – Client agrees to defend, indemnify, and save harmless A&A from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from the actions or inactions of Client, Client’s contractors, representatives, agents and employees.

Assignment – Client hereby agrees that this Agreement shall not be assignable by Client without A&A’s written consent.

Legal Jurisdiction – The parties agree that any litigation shall be governed by the laws of the State of Florida and only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. All causes of action, including but not limited to actions for indemnification and contribution, arising out of A&A’s Work shall be deemed to have accrued and the applicable statutes of limitation, which are unaltered by this provision, shall commence to run not later than the date of issuance of A&A’s final invoice for the Work. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement.

Compliance With Laws – A&A shall perform its services consistent with the applicable standard of care and endeavor to incorporate laws, regulations, codes, applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, the U.S. Foreign

Corrupt Practices Act, UK Bribery Act and other laws as may apply.

Termination - A&A may terminate this Agreement with cause for non-payment of invoices upon fourteen (14) days written notice.

Force Majeure - A&A shall not be held responsible for any delay or failure in performance caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, pandemic, epidemic, government shutdowns, act or omission of subcontractors, carrier, clients, or other similar causes beyond its control.

Drafting and Severability – This Agreement has been drafted by all Parties hereto and shall not be construed against one Party or in favor of any other Party. In the event that any provision of this Agreement is held invalid, the remainder of this Agreement shall be fully enforceable.

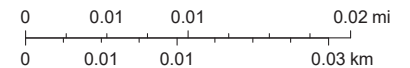
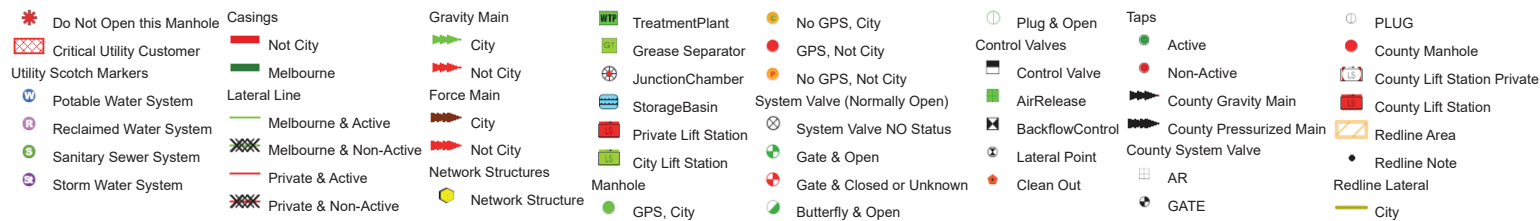
6/22/23

LOCATION MAP-LIFT STATION 55 REPLACEMENT



10/14/2025, 3:47:50 PM

1:564



mGIS, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, mGIS, Information Technology Department, GIS Division, Sources: Esri, Maxar, Airbus DS, USGS, NSA, NASA, CGIAR, N

Web AppBuilder for ArcGIS



Melbourne City Council
October 28, 2025
City Manager's Item Report

Department:	Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	4
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.13.

Subject:

Request to utilize Contract P25015K-0-2025/KL with Concurrent Utility Services LLC for the Sarno Road Emergency Force Main Replacement Project No. 32726.

Background/Consideration:

On October 12, 2025, City staff was notified of a wastewater force main break at 1070 Sarno Road and immediately mobilized to investigate. It was determined to be a break on a 16-inch ductile iron force main. This 16-inch force main transfers raw wastewater from Lift Station No. 23 to the D.B. Lee Water Reclamation Facility (WRF). In order to complete the repair, two (2) line stops and a 12-inch bypass had to be installed and 130 linear feet of ductile iron pipe was replaced with C900 polyvinyl chloride (PVC).

Between the repair and D.B. Lee WRF there is another 380 linear feet of 10-inch and 900 linear feet of 16-inch old ductile iron pipe in the Sarno Road right-of-way that is recommended for immediate replacement to avoid another similar incident resulting in emergency repairs and potential wastewater spills. There is also an additional 400 linear feet of 24-inch old ductile iron force main within the plant site that has had multiple repairs in the last two (2) years and is recommended for immediate replacement. Replacing the ductile iron pipe will strongly reduce the chances of another wastewater force main break in this area, resulting in a potential discharge to the Indian River Lagoon.

A quote was requested from Concurrent Utility Services LLC utilizing City Contract P25015K-0-2025/KL Horizontal Directioned Drill Services. The scope for work consists of mobilization, maintenance of traffic, directional bore of 380 linear feet of 10-inch high-density polyethylene (HDPE) force main, 900 linear feet of 20-inch HDPE force main, and 400 linear feet of 24-inch HDPE force main with line stops, fittings and connections to existing valves, grouting the existing force mains after the new mains are placed in service, restoration and as-built survey.

Fiscal/Budget Impact:

Funding is not available for this project. A new Project No. 32726 needs to be established and a budget transfer in the amount of approximately \$1,041,000 from Project No. 30099 (Water and Sewer Project unappropriated Budget Savings) is necessary to appropriate funds for the project.

Requested Action:



A. Authorization to establish Water and Wastewater Capital Improvement Project No. 32726 and a budget transfer from Project No. 30099.

B. Request to utilize Contract P25015K-0-2025/KL with Concurrent Utility Services LLC of Rockledge, FL for the Sarno Road Emergency Force Main Replacement, Project No. 32726, for a not-to-exceed amount of \$1,041,000.



Job Proposal submitted to: Sarno RD Emergency FM Replacement

City Of Melbourne

Attn: Nic Coster

900 E. Strawbridge Ave.

Melbourne, FL 32901

Tel: 321.674.5726 fax: 321.674.5750 email: nicholas.coster@mlbfl.org

Item No.	Description	Quantity	Unit	Cost	Extended
OP-49	Arrow Board	5	Setup	\$85.00	\$425.00
OP-51	Lane Dividers	140	Setup	\$60.00	\$8,400.00
J-1	as-builts & easment layout	110	HR	\$162.00	\$17,820.00
PHASE 1					
REV	20" HDPE Bore 500+	900	Foot	\$285.00	\$256,500.00
REV	20" MJ Adaptor	12	Each	\$2,680.00	\$32,160.00
REV	24" HDPE Bore	400	Foot	\$408.00	\$163,200.00
REV	24" MJ Adaptor	6	Each	\$3,300.00	\$19,800.00
REV	20" Gate Valve	1	Each	\$23,692.00	\$23,692.00
REV	16" gate valve	1	Each	\$13,882.00	\$13,882.00
OP-31	Install 2" to 12" gate valve	1	Each	\$6,752.01	\$6,752.01
REV	16" tie-in to exist	1	Each	\$3,800.00	\$3,800.00
REV	16" dbl line-stop by-pass (no Saddles)	1	Each	\$18,674.00	\$18,674.00
REV	20" Double line stop with by-pass	1	Each	\$65,350.00	\$65,350.00
REV	20"x2" ARV assembly Complete	2	Each	\$9,276.00	\$18,552.00
REV	24"x12" wye w/ valve	1	Each	\$39,796.00	\$39,796.00
REV	24"x10" wye w/valve	1	Each	\$39,040.00	\$39,040.00
REV	24"x8" wye w/valve	1	Each	\$32,780.00	\$32,780.00
REV	12"x8" Tie-in w/valve	1	Each	\$11,200.00	\$11,200.00
REV	16x20 Reducer Installed	1	Each	\$5,220.00	\$5,220.00
REV	20x24 Reducer Installed	2	Each	\$7,540.00	\$15,080.00
REV	20x20 Tie-in to Existing	1	Each	\$70,390.00	\$70,390.00
OP-39	Dewatering (weekly) as needed	1	Each	\$5,390.00	\$5,390.00
OP-53	10x10 asphalt patch	4	Each	\$1,799.00	\$7,196.00
OP-52	5x5 Concrete Replacement	2	Each	\$879.00	\$1,758.00
OP-56	furnish and replace sod 5x5	6	Each	\$475.00	\$2,850.00
PHASE 1 Total					\$879,707.01
PHASE 2					
E-3	10" HDPE Bore 101-500	380	LF	\$124.74	\$47,401.20
H-5	10" MJ Adaptor	6	Each	\$566.80	\$3,400.80
OP-20	10" c-900 (20')	1	Each	\$1,612.04	\$1,612.04
OP-36	connect to existing 10" valve	1	Each	\$2,464.07	\$2,464.07
OP-21	12" C900 (20')	5	Each	\$2,280.05	\$11,400.25
OP-37	connect to existing 12" valve	1	Each	\$2,816.08	\$2,816.08
OP-19	8" C900 (20')	5	Each	\$1,245.63	\$6,228.15
OP-35	connect to existing 8" valve	1	Each	\$1,900.85	\$1,900.85
REV	Cap Existing 20"	1	Each	\$10,115.00	\$10,115.00
OP-53	5x5 asphalt patch	2	Each	\$1,799.00	\$3,598.00
OP-56	furnish and install sod 5x5	5	Each	\$475.00	\$2,375.00
REV	Groute Existing 16" Main	1400	LF	\$48.00	\$67,200.00
				\$0.00	\$0.00
				\$0.00	\$0.00
PHASE 2 Total					\$160,511.44
TOTAL					\$1,040,218.45

We hereby propose to furnish labor and materials in accordance with the above specifications for the sum of: **\$1,040,218.45** If acceptable please sign below and issue your Purchase Order (if applicable).

Date 10/15/2025

Patrick Johnson
Patrick Johnson
Cell: 321-223-4759
email: pjohnson@concurrentllc.net

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

AUTHORIZING
PURCHASE ORDER #: _____

Printed Name _____
& Title: _____

Date _____

Signature _____



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

PURCHASE AGREEMENT FOR SERVICES
HORIZONTAL DIRECTIONAL DRILL SERVICES

This **PURCHASE AGREEMENT FOR SERVICES – Horizontal Directional Drill Services** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Concurrent Utility Services LLC, a Florida Limited Liability Company, whose mailing address is 2774 Carrier Avenue, Sanford, Florida 32773 hereinafter referred to as the **PRIMARY CONTRACTOR**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Kristina LaMarche, Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 <u>Kristina.lamarche@MLBFL.org</u> P: 321-608-7064	Public Works and Utilities Jennifer Spagnoli, Director City of Melbourne 2885 Harper Road Melbourne, FL 32904 <u>Jennifer.Spagnoli@mlbfl.org</u> P: 321-608-5001	Concurrent Utility Services LLC Patrick Johnson 455 Gus Hipp Blvd Rockledge, FL 32955 <u>pjohnson@concurrentllc.net</u> P: 321-223-4759

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

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 02/07/2024)
 - ☒ Exhibit A1. Statement of Work
 - ☒ Exhibit A2. Performance Standards
 - ☐ Exhibit A3. Maintenance Agreement
 - ☒ Exhibit A4. Pricing Schedule
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☐ Exhibit D: Bid Specifications
 - ☐ Exhibit D1: Invitation to Bid # _____, as modified by addenda (the "ITB")
 - ☒ Exhibit D2: Request for Proposal # P25015K-0-2025/KL as modified by addenda (the "RFP")
 - ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated May 01, 2025 but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and CONTRACTOR shall sell the Services (and Items incidental thereto) as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on July 30, 2025 (the "Commencement Date"), subject to the Effective Date. This Contract expires on July 29, 2026 (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to seven (7) additional one-year terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Jenni LaMarche 7/24/25
Signature Date
Jenni LaMarche, City Manager

ATTEST: Justice Stevens
Kevin McKeown
Assistant City Clerk

CONTRACTOR:

CONCURRENT UTILITY SERVICES LLC,
a Florida Limited Liability Company

Aaron Laford 7/17/25
Signature Date
Name: Aaron Laford

Title: President

City Use Only Initial Method of Procurement (mark) ☐ ITB # _____ ☒ RFP # <u>P25015K-0-2025/KL</u> ☐ Exception: _____	Commencement Date: <u>07/30/2025**</u> ** Note: But effective no earlier than last of the parties to execute Expiration Date: <u>07/29/2026</u> Renewal: ☐ No ☒ Yes: 7-1 year terms ☐ Not Applicable Council Approval Date: <u>7/22/2025</u>
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EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. DEFINITIONS

- A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services
- B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
- C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information
- D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.
- E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3
- F. "Expiration Date" is defined as set forth on the first page of this Contract.

2. TERM OF AGREEMENT

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

3. PRICING

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. The parties agree that 1% of the total payment to CONTRACTOR is the specific consideration from the CITY to CONTRACTOR for CONTRACTOR's indemnity agreement.
- B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.
- C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days
- D. All Applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONTRACTOR shall be stated separately on CONTRACTOR's invoice and borne by CONTRACTOR. In the event that CITY is prohibited by law from remitting payments to the CONTRACTOR unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONTRACTOR. CITY shall not reimburse CONTRACTOR for the amount of such taxes withheld
- E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city

governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.

- F. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval
- G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Contractor must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901
- B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services
- C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- D. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY
- G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
- H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION –

All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract,

CONTRACTOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

6. NON-EXCLUSIVITY

The right to provide the Services, which will be granted under this Contract, shall not be exclusive. The CITY reserves the right to competitively bid any Services from another provider when it is in the best interest of CITY.

7. TERMINATION

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR
- B. CITY may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract
- G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.
- H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
- I. There shall be no charges for termination of orders for Services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could reasonably have avoided
- J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control such as acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities. If Services are to be delayed by such contingencies,

CONTRACTOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

9. SCHEDULING AND ORDERS

- A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons
- B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time
- C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.
- D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

10. WARRANTY

- A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
 - (i) Items will not infringe any party's intellectual property rights;
 - (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
 - (iii) Items are new, and of the grade and quality specified;
 - (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
 - (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. INDEPENDENT CONTRACTOR

In performing Services under this Contract, CONTRACTOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONTRACTOR will be solely responsible for determining the means and methods

for performing the required Services. CONTRACTOR shall have complete charge and responsibility for personnel employed by CONTRACTOR; however, the CITY reserves the right to instruct CONTRACTOR to remove from the CITY's premises immediately any of CONTRACTOR's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONTRACTOR's obligation to provide Services under this Contract

12. SECURITY

CONTRACTOR confirms that employees of CONTRACTOR performing work at the CITY's facilities have no record of criminal convictions involving drugs, assault or combative behavior, or theft within the last five years. CONTRACTOR understands that such employees may be subject to criminal history investigations by the CITY at the CITY's expense and may be denied access to the CITY's facilities if any such criminal convictions are discovered

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONTRACTOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONTRACTOR's expense; and (v) be shipped to CITY promptly on demand
- B. CONTRACTOR shall insure CITY's personal property and be liable for loss or damage while in CONTRACTOR's possession or control, ordinary wear and tear excepted

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

CONTRACTOR hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONTRACTOR arising out of or utilized by the CONTRACTOR in the performance of this Contract and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONTRACTOR waives all rights of attribution and integrity for specific works created by CONTRACTOR under this Contract.

15. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Items or CONTRACTOR's Services. If an injunction issues as a result of any such claim or action, CONTRACTOR agrees at CONTRACTOR's expense and CITY's option to either: (i) procure the right to continue using Items; (ii) replace them with non-infringing Items; (iii) modify them so they become non-infringing; or (iv) refund to the CITY the amount paid for any Items returned to CONTRACTOR or for any Item destroyed and for Services connected therewith.

16. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this

Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

17. COMPLIANCE WITH LAWS

- A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.
- B. CONTRACTOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.
- E. Public Entity Crimes Statement. CONTRACTOR represents and warrants that it is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. CONTRACTOR acknowledges the continuous duty to disclose to the CITY if CONTRACTOR or any of its affiliates are placed on the convicted vendor list.
- F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.
- G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc. v. Prasad and Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONTRACTOR certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONTRACTOR has falsely certified facts under this sub-paragraph or if CONTRACTOR is found to

have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat.

- H. Foreign Gifts and Contracts. CONTRACTOR must comply with any applicable disclosure requirements in §286.101, Fla. Stat.
- I. Foreign Country of Concern. CONTRACTOR represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.
- J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.
- K. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.
- L. Failure to comply with this Paragraph shall be considered a breach of contract.

18. RETENTION AND AUDIT

- A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.
- B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.
- C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.
- D. To the extent CONTRACTOR is "acting on behalf of the CITY" CONTRACTOR shall be subject to the following provisions:
 - (i) As required by §119.0701, Fla. Stat., CONTRACTOR shall
 - (1) Keep and maintain public records required by the CITY to perform the Services.
 - (2) Upon request from the CITY, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
 - (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
 - (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to

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

(ii) The CONTRACTOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by CONTRACTOR. In the event of such breach, in addition to all other remedies available, CONTRACTOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the CONTRACTOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by CONTRACTOR.

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. CONTRACTOR shall not substitute the Items.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
 - First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
 - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
 - Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
 - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.
- G. Notwithstanding anything else contained in this Contract, CITY

and CONTRACTOR specifically agree that failure to perform certain obligations undertaken in connection with this Contract would cause irreparable damage, and that monetary damages would not provide an adequate remedy in such event. The parties further agree that CONTRACTOR's failure to complete performance of the Services called for in this Contract or on any project Ordered under this Contract, or failure to perform or effect performance of Services as contracted are such certain obligations. Accordingly, it is agreed that, in addition to any other remedy to which the non-breaching party may be entitled, at law or in equity, the non-breaching party shall be entitled to an order of specific performance to compel performance of such obligations.

20. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the CITY of Melbourne shall be final and binding of both parties.

21. ASSIGNMENT; SUBCONTRACTORS

CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by CONTRACTOR and CITY and subject to with the same degree of formality evidenced in this Contract. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall

require prior written approval by the CITY.

22. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

23. APPLICABLE LAW

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

24. HEADINGS

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

25. SURVIVAL

The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (General Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Product Description and Statement of Work), Exhibit A2 (Performance Standards), Exhibit A3 (Maintenance Agreement except for Technical Support which expires or terminates), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Contract.

26. TIME

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

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

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

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EXHIBIT A1

STATEMENT OF WORK

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

CONTRACTOR shall provide Horizontal Directional Drill Services as more particularly described as follows:

I. OVERVIEW

CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation, shipping and handling, supervision, insurance necessary to furnish, deliver, all operations for horizontal directional drilling (HDD) services of various sized DR11 DIPS-HDPE on an as-needed basis.

II. SITE LOCATIONS

A. Site locations will be determined by the CITY.

III. CONTRACTOR RESPONSIBILITIES

A. Contractor responsibilities shall include but not be limited to obtaining all utility locates through Sunshine One-Call, furnishing all material, equipment and labor for each of the projects listed below and having a contingency plan including back up equipment in the event of drilling failure. Two (2) strands of 12 AWG copper clad steel conductor gage tracing wire shall be pulled in conjunction with, and in the same bore as the pipe. Each end of said pipe shall have an appropriately sized MJ adapter attached by way of "butt fusion" and/or "mechanical insertion with stiffener and restraint". Once installed, and prior to acceptance, tracing wire will be tested for continuity and signal strength. In addition, said pipe and fittings shall be pressure tested at 150 psi for a period of two hours as per City of Melbourne Technical Specifications.

IV. TECHNICAL SPECIFICATIONS

A. General:

- a) If these Specifications do not specifically cover an item of work, the current Florida Department of Transportation Specifications and as supplemented, and/or the governing municipalities subdivision regulations for water, sewer, reuse, street and drainage will govern.
- b) This section includes materials, performance and installation standards and Contractor responsibilities associated with the furnishing of all labor, materials, equipment and incidentals required to install, complete, required trenchless installation of pressure mains, as shown on the Drawings and as specified herein.
- c) The Contractor shall furnish all material, equipment, transportation, tools, and labor to install pipe by directional drilling method, or direct trenchless pipe installation as required, and all related work for a complete installation.
- d) The directional boring equipment shall be designed and constructed for the intended purpose of installing the appropriate diameter pipe. Directional boring equipment shall be manufactured by a national company with a minimum of ten years experience in the manufacture of such equipment. Contractor shall use equipment that is in good working condition and free of damage, including

drilling machine drill pipe, drill bits, cables, pipe pulling devices, swivels, tracking equipment and all other equipment necessary for a complete horizontal directional bore installation.

B. Quality Assurance:

a) HDPE Pipe Standards:

- ASTM D3261: Butt heat fusion polyethylene pipe and tubing.
- AWWA C-906/ASTM D3350. DR-11 HDPE (High Density Polyethylene) 12 AWG copper clad tracing wire; 2" to 12".
- Meet Pipe and Fitting requirements and be approved by the National Sanitation Foundation (NSF) meeting NSF 61 Standards.

b) Acceptable HDPE Pipe Manufacturers

- Performance Pipe;
- JM Manufacturing;
- National Pipe
- Dura-line
- CF/Central/Independent

C. Execution:

- a) It shall be the Contractor's responsibility to perform the directional drilling work in strict conformance with the requirements of the agency in whose right-of-way or easement the work is being performed. Any special requirements of the agency such as insurance, flagmen, etc., shall be strictly adhered to during the performance of work. The special requirements shall be performed by the Contractor at no additional cost to the City.
- b) Pipe shall be handled, stored and joined in accordance with manufacturer's specifications and/or these Specifications.

D. Excavation:

- a) Required directional drilling pits shall be excavated and maintained to minimum dimension. Said excavations shall be adequately barricaded, sheeted, braced and dewatered, as required, in accordance with the applicable portions of these Specifications.
- b) Excavation adjacent to the road pavement shall be performed in a manner to adequately support these facilities.

E. Directional Drilling Operations:

- a) Installation shall be in a trenchless manner producing continuous bores.
- b) The tunneling system shall be remotely steerable and permit electronic monitoring of tunnel depth and location. Accurate placement of pipe within a +/-2-inch window is required both horizontally and vertically.
- c) Continuous monitoring of the boring head is required, including across open water. Equipment shall be fitted with a permanent alarm system capable of detecting an electrical current. The system shall have an audible alarm to warn the operator if the drill head contacts electrified cables.

- d) Contractor shall track and plot actual horizontal and vertical alignment of pilot hole at intervals not exceeding five feet (5'). Contractor shall provide the Engineer with position and inclination of the pilot hole. The system must be remotely steerable and permit electronic monitoring of tunnel depth and location.
- e) If unexpected subsurface conditions are encountered during the bore, the procedure shall be stopped. The installation shall not continue until the City has been consulted.
- f) The Contractor shall construct the pilot hole conforming to the following alignment requirements:
 - Pilot hole exit point shall be within five feet (5') of exit point shown.
 - Throughout its alignment, pilot hole shall be within five feet (5') of horizontal alignment shown and no shallower than vertical alignment shown.
 - Alignment shall have no intermediate high points that might trap air in pipe after installation.
 - Curvature of completed pilot hole shall not exceed that which after pipe installation will result in pipe wall stress greater than 0.50 yield stress.
- g) Acceptance: If pilot hole alignment fails to conform to specified requirements, Contractor shall drill a new pilot hole with alignment meeting specified requirements.
- h) Tunneling shall be performed by a steerable drill head with drill bit cutting process, utilizing a liquid clay, i.e. bentonite slurry drilling fluid. The drilling fluid will maintain tunnel stability and provide lubrication during the drilling process and to reduce frictional drag while the pipe is being installed. In addition, the clay fluid shall be totally inert and contain no environmental risk. The Contractor shall have a mobile spoils recovery system on-site to remove the drilling spoils from the access pits. The spoils shall be transported from the job site and be disposed of in accordance with local, state and federal regulations.
- i) Liquid clay type colloidal drilling fluid shall consist of high-grade, processed bentonite clay to consolidate cuttings of the soil, to seal the walls of the hole and to furnish lubrication for subsequent removal of cuttings. The slurry, shall be high in colloids of the bentonite type. Drilling fluid shall facilitate lubrication of the drill head, transport of drill cuttings stabilize the bore hole from collapse and inhibit the loss of slurry into surrounding formations. The drilling mud shall be in accordance with state/federal regulations and/or permit conditions. The Contractor shall install erosion and sedimentation control measures including, but not limited to, straw bales to prevent drilling mud from inadvertently spilling out of the entrance/exit pit.
- j) Mechanical, pneumatic, or water-jetting methods will be considered unacceptable due to the possibility of surface subsidence.
- k) After an initial bore has been completed, a reamer will be installed at the termination pit and the pipe will be pulled back to the starting pit. The reamer must also be capable of discharging liquid clay to facilitate the installation of the pipe into a stabilized and lubricated tunnel. All drilling fluids and cuttings brought to the surface shall be promptly removed and disposed of offsite.
- l) Upon completion of boring and pipe installation, the Contractor will remove all fluids, materials and spills from the starting and termination pits and project sites. All pits and project sites will be restored to their original condition.
- m) All waterways, ditches, wetlands and channels shall be protected by the Contractor from contamination by fluids and materials used and developed by the drilling process for this project. Contractor shall be fully responsible for any contamination of local waterways and wetlands by fluids and materials used and/or developed by the drilling process for this project.

- n) Contractor shall operate and maintain pedestrian and traffic barriers during all phases of construction activities and shall cover all open pits at the end of each working day.

F. Reaming Pilot Hole and Pulling Pipe:

- a) Contractor shall obtain City's approval to proceed before enlarging pilot hole and pulling pipe into position. A City representative shall be present to monitor the pulling of the pipe. The contractor is to notify the City in writing forty-eight (48) hours prior to the operation.
- b) Pre-excavate pipe entry and receiving areas to provide a gradual entry of the pipe without stress to the pipe or joints and to allow free movement into the bore hole at an acceptable depth. Carefully guide pipe in such a manner as to avoid deformation of, or damage to, the pipe.
- c) The carrier pipe shall be pulled back through using the wet insertion construction technique. At the Contractor's option, the pipe may be installed full of water. The limits of the directional bore construction and plan view length of pipe are shown on the construction plans.
- d) While pulling pipe, Contractor shall enlarge pilot hole ahead of pipe to diameter sufficient for pulling pie into position.
- e) The pipe shall be installed in a manner that does not cause upheaval, settlement, cracking, movement or distortion of surface features.
- f) While pulling pipe, Contractor shall handle pipe in manner that does not overstress pipe. Limit radius of curvature along length of pipe during installation to minimum radius of one hundred feet (100'). If pipe buckles or is otherwise damaged, Contractor shall remove damaged section and replace it with new pipes at no additional expense to the City.
- g) Contractor shall protect interior lining and exterior coating from damage. Piping with gouges, cuts or scarring in excess of ten percent (10%) of the pipe wall thickness will not be accepted.
- h) Contractor shall pull pipe so that the minimum of ten feet (10') of pipe is exposed at both ends of bore. Pull back of product pipe shall be made in continuous single pull without interruptions or delays.
- i) Two strands of 12 AWG copper clad tracing wire shall be attached to the pipe in a manner that assures the wire will be affixed to the top of the pipe. The tracing wire shall be checked and verified for continuity.
- j) Contractor shall, after pulling pipe, clean exposed ends for installation of fittings.
- k) The maximum directional drill entry shall be twenty (20) degrees and maximum ring deflection shall be five percent (5%).

G. HDPE Pipe Materials

- a) Pipe shall be homogeneous throughout. It shall be free from voids, cracks, inclusions and other defects. It shall be uniform as commercially practical in color, density, and other physical properties. Pipe surfaces shall be free from nicks and scratches. Joining surfaces shall be free from gouges and imperfections that could cause leakage.
- b) HDPE Pipe shall be of the class and color as specified herein:

- Potable Water Main: Minimum DR-11, DIPS, Blue or longitudinal blue line striped with 12 AWG tracing wire.
- Sewer Main: Minimum DR-11, DIPS, Green or longitudinal green line striped with 12 AWG tracing wire.
- Reuse Main: Minimum DR-11, DIPS, Purple or longitudinal purple line striped with 12 AWG tracing wire.

c) Joints

- The fuse joints shall provide a leak tight joint and a positive seal against pressure or vacuum.
- Mechanical coupled joints shall maintain leak tight joints when subjected to the same hydrostatic tests designated for the pipe.
- End Fittings; Contractor shall install mechanical joint transition, restraints and fittings at ends of pipe for attachment of adjacent sections of pipe. Main line fittings and valves are to be MJ and restrained. This will require an HDPE by MJ adapter on each side of the fitting/valve. Said adapter can be either butt-fused or mechanical insertion with stiffener and restraint.
- Butt fusion is preferred. Mechanical insertion will be allowed on a case by case basis as approved by City.
- Heat Fusion: Joints between plain end pipes and HDPE fittings shall be made by butt fusion or mechanical insertion with stiffener and restraints when possible. The on-site welder making the joints (butt fusion) shall have received specific training from the manufacturer of the fittings and/or pipe being welded and shall have written proof of proper training/certification from the associated manufacturers. Only certified welders who have written training certifications from the fitting and/or pipe manufacturer will be allowed to perform this work.
- To butt weld pipe, the on-site welder (employee) must be trained and certified by the pipe manufacturer. The fusion work shall be accomplished (welding and cool-down/closing times) in accordance with the fitting and pipe:
 - MJ Adapter for HDPE
 - Central
 - Integrity
 - Orion
 - Performance

H. Pressure Testing / Flushing / Pigging / Pre-chlorination / Clearance Sampling:

- HDPE pipe shall be pressure tested prior to pull back into the borehole. Pressure testing and flushing shall be in conformance with City of Melbourne "Technical Provision for Construction of Water Distribution System". Concurrent with above grade pipe testing, Contractor shall visually inspect pipe for leaks.
- After pulling pipe into position, but before attachment of adjacent sections of pipe, Contractor shall pressure test pipe as specified in City specifications. Contractor shall wait a minimum of twenty-four (24) hours before pressure testing of pipe.
- In the case of pipelines that fail to pass leakage test, the Contractor shall determine the cause of the leakage, shall take corrective measures necessary to repair the leaks, and shall again test the pipelines. In the event the leakage cannot be repaired, the Contractor shall abandon the pipe in accordance with these specifications.
- HDPE piping greater than 2-inch in diameter shall be flushed/pigged in accordance with the City of Melbourne Technical Specifications. HDPE piping 2-inch in diameter must be flushed only.

- e) Contractor has the option to utilize pre-chlorinated HDPE pipe material. If the contractor utilizes this option, it shall not be at a greater expense to the City.
- f) Clearance sampling shall be in accordance with the latest FDEP requirements.
- i. Pipe Abandonment.
 - a) In the event of failure to install pipe, Contractor shall retain possession of pipe and remove it from site. Contractor shall completely fill bore hole with grout so as to prevent future settlement.
 - b) If pipe cannot be withdrawn, Contractor shall cut pipe off at least three feet (3') below ground surface and cap ends of pipe with blind flange. Contractor shall fill annular space with grout.

V. TRAFFIC CONTROL

- A. The CONTRACTOR shall provide warning signs, barricades, channeling devices, and flagmen as needed to provide for the safety of the traveling public. Traffic control may include, but is not limited to, lane closures, detours, and road closings. A traffic control/MOT plan in conformance with the latest version of the Florida Department of Transportation's (FDOT) Manual of Uniform Traffic Control Devices (MUTCD) must be submitted to the CITY for each separate street where work will be performed as deemed necessary by CITY. Free-hand drawings will not be accepted.
- B. The CONTRACTOR shall ensure that each person whose actions affect temporary traffic control zone safety, from upper-level management through field personnel, has received training appropriate to the job decisions each individual is required to make concerning traffic control.
- C. The CONTRACTOR shall perform all construction activity so that access to businesses can be maintained at all times and access to occupied homes can be maintained during non-working hours. Prior to access blockage, written notice will be given to the blocked business/resident a minimum of forty-eight (48) hours in advance, either mailed or hand-delivered with a copy of each furnished to the CITY.
- D. All sidewalk repairs will have Type 1 barricades with "Sidewalk Closed" signs at the beginning and end of each excavation site.
- E. No street shall be closed without written approval from the City of Melbourne.
- F. All construction signage shall be reflective and "like new" in appearance. The City of Melbourne may require that the signs be replaced which do not meet these requirements.
- G. Construction signage shall not be removed from work zone until approved by the City of Melbourne.

VI. PERMITTING

- A. It shall be the responsibility of the CITY to obtain all permits for work done under this contract with the exception of dewatering permits.

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EXHIBIT A2

PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

In addition to those requirements set forth in the Statement of Work attached and incorporated as Exhibit A1 to the Contract, all Services (and Items incidental thereto) and work provided by the CONTRACTOR shall conform to the following:

I. GENERAL REQUIREMENTS

- A. CONTRACTOR shall comply with all federal, state and local laws and regulations.
- B. CONTRACTOR shall be licensed by the State of Florida as an "Underground Utility and Excavation" contractor.
- C. CONTRACTOR shall possess a "manufacturer's installation certification" to install product in the State of Florida.
- D. CONTRACTOR's services shall not unreasonably impede, interfere or delay operations or activities at CITY facilities.
- E. All regularly-scheduled work shall be performed between the hours of 7:30 AM and 4:00 PM, Monday through Friday, excluding CITY observed holidays, unless prior approval by the CITY is obtained.
- F. Safety Data Sheet (SDS) - Under the terms of the Florida Right - to - Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance to the CITY.

II. COMMENCEMENT OF WORK

Work on each project shall begin within ten (10) working days of receipt of Purchase Order. Work on each project shall be completed within a predetermined number of days as determined by project scope from initial mobilization to specific site.

III. INSPECTION OF WORK

- A. The CITY shall have full control and direction of the Work in all respects. The CITY shall at all times have the right to inspect the Work and the Site. If requested by the CITY, the CONTRACTOR shall uncover any of the Work for inspection and replace same, all at the CONTRACTOR's expense. The CONTRACTOR shall furnish all reasonable means for obtaining such information as the CITY may desire, regarding the quality of the Work and materials and the manner of conducting the Work.
- B. The CITY shall schedule and participate in a final inspection of the completed project by building official or other approving official, as applicable. Project areas shall be inspected and certified that all installation was in accordance with manufacturer's specifications. Any deficiencies found during final inspection shall be promptly corrected by the CONTRACTOR at no cost to the CITY and to the CITY's satisfaction. Work completed without the required inspection may be required to be removed and reinstalled at CONTRACTOR's expense.
- C. Should CONTRACTOR fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the CITY shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the CONTRACTOR's expense. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the CITY to declare the Contract default, in which case the CITY, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work. All costs and expenses incurred thereby shall

be charged against the defaulting CONTRACTOR and the amount thereof deducted from any monies due, or which may become due him.

- D. Failure of the CITY to discover and reject any defective Work or material shall not prevent later rejection when such defect is discovered, nor will it obligate the CITY to final acceptance.

IV. CHANGES/MODIFICATIONS IN WORK

- A. The CITY may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of written "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen Work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements.
- B. The CITY reserves the right to make such changes in the Scope of Work within the general scope of the Contract at any time by a written Change Order that may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. In making any change, the charge or credit for the change shall be approximately determined by one of the following methods prior to the issuance of the order for the changed Work.
 - 1) The change order shall set a total lump sum price for the change in the Work of the CONTRACTOR, including the CONTRACTOR's overhead and profit; also, the change order shall specify whether the amount is to be added to or deducted from the original contract price.
 - 2) When the price for the Work is determined on the basis of the number of units used, estimate the number of units which are changed, multiply the estimated number of unit(s) by the price (the price shall include the CONTRACTOR's overhead and profit) and this new total shall be specified on the change order as to whether it is to be added or deducted from the original contract price.
- C. Should the CONTRACTOR encounter, or the CITY discover conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character, the attention of the CITY shall be called immediately to such conditions before they are disturbed (notice to be provided to the CITY in writing) The CITY shall thereupon promptly investigate the conditions, and if CITY finds they do so materially differ, the Contract shall, with the written approval of the CITY, be modified to provide for any increase or decrease of cost, or difference in time resulting from such conditions.
- D. CONTRACTOR shall not proceed with the changes in the Work until a formal purchase order change order is received from the Procurement Division. The CONTRACTOR shall keep a tally of the correct amount of the costs of the changes together with all vouchers, invoices, etc , as directed by the CITY. These records shall be made available to the CITY at all times upon request. CONTRACTOR shall, when required by the CITY, furnish to the CITY an itemized breakdown of the quantities and prices used in computing the value of any proposed change order.

V. JOB SITE PERFORMANCE AND GUIDELINES

All work performed by the CONTRACTOR for the City shall be done in a safe and professional manner and meet all requirements of all applicable agencies and jurisdictions.

- A. The CITY shall determine, with the guidance of the CONTRACTOR, the specific location and length of the directional drill to be performed
- B. CONTRACTOR shall set up and maintain Maintenance of Traffic (MOT)
- C. CONTRACTOR shall be responsible for site restoration of both the launching and receiving sites.

- D. CONTRACTOR shall clean up and remove from job site, any and all material remaining after directional drill is complete to the satisfaction of the CITY.
- E. CONTRACTOR shall dispose of all materials in a safety manner and in accordance with all local/state requirements.

VI. SAFETY REQUIREMENTS

- A. In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation. CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract.
- B. CONTRACTOR shall provide, erect, and maintain, at its own expense, barricades, danger warnings, and detour signs whenever they may be necessary. CONTRACTOR shall place sufficient lights on and/or near the Work and keep them illuminated from twilight to sunrise; shall erect suitable barricades, railings, fences, and/or other protections about the Work; provide all guards by day or night and take all other precautions that may be necessary.
- C. CONTRACTOR shall maintain a list of hazardous material used in the performance of the Work and shall update the list as applicable.
- D. The Contractor shall be in continuous compliance with all applicable provisions of OSHA/EPA/NSF regulations/standards (latest revisions). The Contractor shall set up and maintain a safe workplace and shall enforce a continuous safety program to provide protection against potential hazards. All Contractor personnel must be made aware of the hazards associated with the work as specified and the necessary precautions against them.

The City of Melbourne reserves the right to reject any contractor employee or subcontractor employee doing business for the awarded contractor that has not received the proper safety training pertaining to the work being performed under this contract or is not performing work in a safe manner. Any costs resulting in a rejection or personnel will be at the contractor's expense.

VII. CONTRACTOR PERSONNEL/VEHICLES/EQUIPMENT

A. Personnel

- 1. CONTRACTOR shall ensure that all Work is performed by persons qualified in the respective trades necessary to properly complete the Work.
- 2. CONTRACTOR personnel performing under this Contract shall, at all times, possess a valid State of Florida vehicle operator license appropriate for the class of vehicle.
- 3. CONTRACTOR's personnel and subcontractors used on this CITY project shall be easily identifiable as CONTRACTOR personnel. CONTRACTOR agrees to be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on CITY property.
- 4. All CONTRACTOR personnel performing under this Contract shall follow appropriate CITY safety and check in/check out policies and procedures for each site. These policies and procedures will be provided by the CITY prior to commencement of work.

B. Vehicles/Equipment

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

2. All vehicles must be maintained in good repair, appearance and sanitary condition at all times.
3. The CITY reserves the right to inspect the CONTRACTOR'S equipment and vehicles at any time to ascertain said condition
4. The directional boring equipment shall be designed and constructed for the intended purpose of installing the appropriate diameter pipe. Directional boring equipment shall be manufactured by a national company with a minimum of ten (10) years' experience in the manufacture of such equipment
5. CONTRACTOR shall use equipment that is in good working condition and free of damage, including drilling machine drill pipe, drill bits, cables, pipe pulling devices, swivels, tracking equipment and all other equipment necessary for a complete horizontal directional bore installation.

VIII. SUBCONTRACTORS

Horizontal Directional Drilling must be completed by the CONTRACTOR, no exceptions. Sub-contractors may be utilized for all other functions within the contract. CONTRACTOR shall be fully responsible for all acts and omissions of their subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that they are employed by CONTRACTOR. Nothing contained in the Contract documents shall create, nor be interpreted to create any contractual relationship whatsoever between the CITY and any subcontractor or any person except the CONTRACTOR. CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract documents for the benefit of the CITY

IX. USE AND MAINTENANCE OF PREMISES

- A. The CITY's Water Treatment Plant and Water Reclamation Facilities are restricted areas and will require an escort.
- B. CONTRACTOR shall provide clear and safe passageways in and around structure during project.
- C. CONTRACTOR shall keep the premises clean and orderly during the course of the Work and shall be broom cleaned upon completion. CONTRACTOR shall provide at least one (1) container on site for the collection of waste materials, rubbish and debris. CITY waste containers shall not be used. CONTRACTOR shall not allow the accumulation of debris, rubbish and waste materials to accumulate and become unsightly or hazardous. All items removed must be properly disposed of in compliance with all federal, state and local laws and ordinances.
- D. At the conclusion of each Work Day, CONTRACTOR is to remove debris from the ground surrounding the Work site. At regular intervals during the Work progress, the site shall be cleaned, and waste materials must be removed from the site. Drop cloths or other appropriate protective materials or devices shall be used at all times to protect items and the grounds during construction or painting.
- E. Upon final completion of the Work and before acceptance and final payment shall be made, CONTRACTOR shall clean and remove from the site, the right-of-way, and adjacent property, all surplus and discarded materials, rubbish, and temporary structures. The CONTRACTOR shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area. The placing of materials of every character, rubbish, or equipment on the abutting property -- with or without the consent of the property owner(s) -- shall not constitute satisfactory disposal. If the Work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris, or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of Work.
- F. Any damages done to the property on the site or to adjacent property caused by the CONTRACTOR, any of his employees or sub-contractors shall be repaired or replaced by the CONTRACTOR at no

expense to the CITY and to the CITY's satisfaction. In the event CONTRACTOR does not immediately repair, to the satisfaction of the CITY, damage to public and/or private property, the CITY may correct such damage and deduct the costs due to CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover the amount of the deduction, the CONTRACTOR shall pay the difference to the CITY.

- G. In the event of severe weather CONTRACTOR shall immediately take all protective actions necessary to secure site(s), materials, debris and equipment to the satisfaction of the CITY. All construction materials and equipment shall be secured against displacement by wind forces.

X. EMERGENCY/ ON-CALL SERVICES

Should City staff determine the need for emergency work, all purchase order requirements shall be waived at the discretion of the Public Works and Utilities Director or their designee. Invoice(s) shall reflect the contractor's applicable hourly rate provided in his/her proposal submittal's pricing sheet.

Contractor shall maintain an after-hours answering service and/or designate an after-hours contact telephone number. Answer machines or recorded messages will not be acceptable. The on-call crew leader shall return the City's call within thirty (30) minutes and have a full crew and all required equipment at the designated job site within three (3) hours after City's initial contact, unless other arrangements are made and agreed upon by the City. The contractor shall be on-call twenty-four (24) hours per day, seven (7) days per week to provide all labor, material, equipment and incidentals necessary.

XI. CONTRACT PRICE ADJUSTMENTS

Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to City of Melbourne sufficient to justify the requested increase. This includes certified letter from manufacturer showing price increase to VENDOR and providing basis for requested increase such as fuel increases or other demonstrable circumstances. The CITY will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of the CITY. Original contract pricing shall be firm for a one (1) year period. Approved price adjustments shall remain unchanged for no less than one (1) year intervals thereafter unless due to extraordinary circumstances as documented by the VENDOR and concurred with by the CITY. A written request for a price adjustment, with proper documentation i.e., a Letter from the Supplier stating a price increase in raw materials, shall be submitted a minimum of thirty (30) calendar days in advance of a proposed effective date. Unreasonable requests, or requests without proper documentation will be rejected. An approved price increase will become effective upon executed Contract amendment. Retroactive price increase adjustments will not be considered. Price decreases may be requested by the CITY at any time and implemented upon mutual consent of the parties.

If VENDOR receives any price decreases from the manufacturer of product, VENDOR shall notify the CITY within twenty-four (24) hours of such price decrease and pass price decrease on to the CITY.

Failure to reach agreement on a request for an increase or decrease in price(s) can, at the sole option of the CITY, result in the termination of the Agreement for cause.

XII. INVOICING

- A. The Contractor shall invoice the City upon completion of each job. The amounts invoiced shall be those agreed upon by this contract or by change order to the contract.
- B. The CITY shall pre-audit bills, invoices, and/or charges submitted by the CONTRACTOR and pay the CONTRACTOR only for approved bills, invoices, and/or charges. The CITY shall ensure that all CONTRACTOR bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

The CITY will review the invoices to determine accuracy of percentage of Work completed and accepted by the CITY

Invoices shall include the following information:

- Company Name
 - Remittance address on the face of invoice
 - CITY Purchase Order Number
 - Contract Number
 - Invoice Number
 - Date/Time of initial contact by the City of Melbourne
 - Date/Time contractor's full staffed crew arrived at work site to begin work.
 - Physical location of work site.
 - Description of work done (i.e., size of casing installed, linear footage)
 - Date/Time crew completed work
 - Unit prices and extended total prices of goods provided
 - Allowable discounts
- C. The City agrees to pay the Contractor at the rate(s) stated in the Contractor's submitted bid.
- D. Mobilization shall be charged according to the time the City makes initial contact with successful contractor. Example: City personnel contacts contractor at 3:55 p.m. on regular business work day; this shall be considered and invoiced as a mobilization during normal working hours. If contractor is contacted by City personnel at 4:05 p.m., this shall be considered and invoiced as a mobilization after regular hours.
- E. Invoices for services performed are to be sent to the City of Melbourne, Accounts Payable; 900 East Strawbridge Avenue; Melbourne, Florida 32901.
- F. The Contractor shall be paid according to bid costs for services rendered after service is fully completed to the satisfaction of the City.

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**EXHIBIT A4
PRICING SCHEDULE**

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

Item #	Estimated Qty	UOM	Description	Unit Price
HORIZONTAL DIRECTIONAL DRILLING (HDD) SERVICES				
A-1	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 26 56
A-2	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 23 75
A-3	4,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 18 00
A-4	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 17 25
B-1	250	foot	4" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 49 87
B-2	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 42 27
B-3	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 40 37
B-4	501	foot	4" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 35 55
C-1	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 65 00
C-2	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 55 00
C-3	4,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 37 25
C-4	1,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 37 00
D-1	50	foot	8" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 119 53
D-2	100	foot	8" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 96 53
D-3	500	foot	8" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 89 12
D-4	501	foot	8" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 84 23
E-1	50	foot	10" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 153 26
E-2	100	foot	10" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 134 25
E-3	500	foot	10" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 124 74
E-4	501	foot	10" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 122 66
F-1	25	foot	12" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 194 41
F-2	100	foot	12" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 155 90
F-3	300	foot	12" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 146 40
F-4	501	foot	12" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 130 00
G-1	50	foot	14" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 275 74
G-2	100	foot	14" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 235 72
G-3	500	foot	14" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 185 00
G-4	501	foot	14" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 182 00
H-1	100	Each	2" MJ adapter	\$ 292 54
H-2	20	Each	4" MJ adapter	\$ 257 26
H-3	50	Each	6" MJ adapter	\$ 326 77
H-4	10	Each	8" MJ adapter	\$ 463 90
H-5	10	Each	10" MJ adapter	\$ 566 80

Item #	Estimated Qty	UOM	Description	Unit Price
H-6	10	Each	12" MJ adaptor	\$ 796 75
H-7	10	Each	14" MJ adapter	\$ 1,064 72
MOBILIZATION				
I-1	20	Each	Mobilization - Only if canceled prior to beginning work (ALL LINE ITEM PRICING TO INCLUDE MOBILIZATION)	\$ 250 00
I-2	10	Each	Mobilization - non-normal hours (Monday - Friday, 4:01 p.m. - 7:59 a.m., Saturdays, Sundays and City-observed holidays)	\$ 750 00
CAD AS-BUILTS				
J-1	1	Hour	CAD As-Builts including mobilization, pre-survey & staking	\$ 162 00
CORE DRILL WITH BOOT AND TIE IN INCLUDED				
K-1	1	Each	core drill to host 2" force main (Boot and tie-in INCLUDED)	\$ 1,106 03
K-2	1	Each	core drill to host 4" gravity/force main (Boot and tie-in INCLUDED)	\$ 1,639 05
K-3	1	Each	core drill to host 6" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,527 07
K-4	1	Each	core drill to host 8" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,936 08
OPTIONAL PRICING:				
OP-1	1	Each	1" Tap with 1" Service Saddle	\$ 1 176 03
OP-2	1	Each	2" Tap with 2" Service Saddle	\$ 1,550 04
OP-3	1	Each	4" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,313 06
OP-4	1	Each	6" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,698 07
OP-5	1	Each	6"x4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,241 11
OP-6	1	Each	6"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,993 13
OP-7	1	Each	8" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,001 04
OP-8	1	Each	8"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,143 13
OP-9	1	Each	8" x 8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7 770 16
OP-10	1	Each	10" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,049 03
OP-11	1	Each	10"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,745 14
OP-12	1	Each	10"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,067 16
OP-13	1	Each	12" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,183 03
OP-14	1	Each	12"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7 407 15
OP-15	1	Each	12"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8 520 16
OP-16	1	Each	12"x10" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 11,063 21
OP-17	1	Each	6" Fire Hydrant Assembly Installation (Typical) with City Supplied Hydrant	\$ 5,632 16
OP-18	1	Each	6" C-900 Pipe Installed (20' Section)	\$ 864 02
OP-19	1	Each	8" C-900 Pipe Installed (20' Section)	\$ 1,245 63
OP-20	1	Each	10" C-900 Pipe Installed (20' Section)	\$ 1,612 04
OP-21	1	Each	12" C-900 Pipe Installed (20' Section)	\$ 2,280 05
OP-22	1	Each	6" Line Stop with Stainless Steel Sleeve	\$ 8,279 59
OP-23	1	Each	8" Line Stop with Stainless Steel Sleeve	\$ 9,192 79
OP-24	1	Each	10" Line Stop with Stainless Steel Sleeve	\$ 11,949 22
OP-25	1	Each	12" Line Stop with Stainless Steel Sleeve	\$ 12,503 33
OP-26	1	Each	Single Service Complete	\$ 1,356 03
OP-27	1	Each	Double Service Complete	\$ 1,752 44
OP-28	1	foot	1" SDR9, 2" casing (0-50 ft. install)	\$ 1,562 64

Item #	Estimated Qty	UOM	Description	Unit Price
OP-29	1	foot	1" SDR9, 2" casing (51-100 ft install)	\$ 1,260 63
OP-30	1	Each	connect to existing meter	\$ 226 01
OP-31	1	Each	Install 2" to 12" gate valve on new HDPE	\$ 6,752 01
OP-32	1	Each	Connect to existing 2" valve/main	\$ 985 63
OP-33	1	Each	Connect to existing 4" valve/main	\$ 1,408 04
OP-34	1	Each	Connect to existing 6" valve/main	\$ 1,689 65
OP-35	1	Each	Connect to existing 8" valve/main	\$ 1,900 85
OP-36	1	Each	Connect to existing 10" valve/main	\$ 2,464 07
OP-37	1	Each	Connect to existing 12" valve/main	\$ 2,816 08
OP-38	1	Each	Pre Con Video	\$ 930 00
OP-39	1	Each	Dewatering (WEEKLY CHARGE)	\$ 5,390 00
OP-39 - 1	1	Each	Dewatering (MONTHLY CHARGE)	\$ 15,900 00
Traffic Control - FDOT Right of Way				
OP-40	1	Setup	Flagman	\$ 810 00
OP-41	1	Setup	Arrow Board	\$ 85 00
OP-42	1	Setup	Barricades	\$ 53 00
OP-43	1	Setup	Lane Dividers	\$ 71 00
Traffic Control - City Right of Way				
OP-44	1	Setup	Flagman	\$ 810 00
OP-45	1	Setup	Arrow Board	\$ 85 00
OP-46	1	Setup	Barricades	\$ 53 00
OP-47	1	Setup	Lane Dividers	\$ 60 00
Traffic Control - County Right of Way				
OP-48	1	Setup	Flagman	\$ 810 00
OP-49	1	Setup	Arrow Board	\$ 85 00
OP-50	1	Setup	Barricades	\$ 53 00
OP-51	1	Setup	Lane Dividers	\$ 60 00
Additional Optional Pricing				
OP-52	1	each	Sidewalk Replacement 5' x 5' section	\$ 879 00
OP-53	1	each	Asphalt patch, 5' x 5' section	\$ 1,200 00
OP-54	1	each	asphalt patch, 10' x 10' section	\$ 1,799 00
All unit costs shall include mobilization. Unit costs shall also include core-to-bore tie-ins as necessary.				

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

1. **Bid.**

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

2. **Performance Bonds.**

2.1 Performance/Payment Bond shall be required for each individual project exceeding one hundred thousand (100,000) dollars. Successful CONTRACTOR shall submit a performance and payment bond within three (3) business days after receipt of Purchase Order from the CITY in the amount of 100% of the total Purchase Order price as security for the faithful performance of this Contract and for the payment of all persons providing goods and services for the project. If the value of the contracted work increases, the CONTRACTOR shall be required to provide an updated performance bond in an amount equal to the new value. CONTRACTOR shall provide the CITY with a certified copy of the recorded bond before commencement of work. Bonds shall be executed by surety authorized to do business in the State of Florida and have an A.M. Best bond rating of "A - Excellent" or better.

2.2 If a performance and payment bond is required for a specific project, the City will reimburse that actual cost of the premium with supporting documentation.

2.3 In accordance with §255.05(1), Florida Statutes, Contractor shall ensure that the performance and payment bond shall be recorded in the public records of Brevard County. Contractor shall provide the City with a certified copy of the recorded bond BEFORE commencing work or recommencing work. The City, as a public entity, shall not make payment to the Contractor until the Contractor has complied with this section.

3. **Notice to Parties**

A. Notice to the City regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Procurement Contact as identified on the cover page of this Contract. Notice and communication with the City regarding the Services shall be directed to the City Department Contact as identified on the cover page of this Contract. Inquiries regarding payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

B. Notice and communication and changes in address/addressee to the CONTRACTOR shall be directed to the CONTRACTOR Contact as identified on the cover page of this Contract.

C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

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

If to CONTRACTOR:

Patrick Johnson
455 Gus Hipp Blvd
Rockledge, FL 32955

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

4. Insurance Requirements

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

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EXHIBIT D2

REQUEST FOR PROPOSAL

On file in Procurement Division

EXHIBIT D3
CONTRACTOR'S RESPONSIVE BID/PROPOSAL
On file in Procurement Division

City of Melbourne

FIRST AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES Horizontal Directional Drill Services up to 8" Diameter Contract No. B25011D-1-2025/DM

This First Amendment to Purchase Agreement for Services No. B25011D-1-2025/DM, Horizontal Directional Drill Services up to 8" Diameter is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **CONCURRENT UTILITY SERVICES LLC** a Florida limited liability company whose address is 455 Gus Hipp Blvd, Rockledge, FL 32955 (the "CONTRACTOR") (Collectively the "Parties").

The CITY and the CONTRACTOR agree as follows:

1. The contract entered into on June 18, 2025, is hereby amended to change the proposed price rate, change the UOM from foot to each on line items # OP-28 and OP-29, along with a price error on item # J-3.
2. Amendment to the Contract. In interpreting this amendment, underlined text is new text inserted into the Contract and ~~stricken through~~ language is text deleted from the Contract.
 - A. Exhibit A4- Pricing Schedule is amended (Revised Exhibit A4 attached).
3. Except as expressly provided in this First Amendment to Purchase Agreement for Services No. B25011D-1-2025/DM, Horizontal Directional Drill Services up to 8" Diameter, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

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

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

CONCURRENT UTILITY SERVICES LLC
a Florida limited liability company

By: [Signature]
Name: Jenni Lamb
Its: City Manager
900 E. Strawbridge Avenue
Melbourne, Florida 32901

Date 9/15/25

By: [Signature]
Name: Aaron Lafond
Its: President
455 Gus Hipp Blvd
Rockledge, FL 32955

Date 09/12/2025

Attest: [Signature]
Kevin McKeown, City Clerk

Justice Stevens
Assistant City Clerk
An Equal Opportunity Employer
www.melbournefl.org

EXHIBIT A4 Pricing Schedule

HORIZONTAL DIRECTIONAL DRILL SERVICES UP TO 8" DIAMETER

B25011D-1-2025/DM

Item #	Estimated Qty	UOM	Description	Unit Price		Extended Price	
HORIZONTAL DIRECTIONAL DRILLING (HDD) SERVICES							
A-1	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 26.66	<u>\$ 20.00</u>	\$ 79,680.00	<u>\$ 60,000.00</u>
A-2	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 25.77	<u>\$ 19.25</u>	\$ 77,310.00	<u>\$ 57,750.00</u>
A-3	4,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 19.04	<u>\$ 18.00</u>	\$ 76,160.00	<u>\$ 72,000.00</u>
A-4	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 18.64	<u>\$ 17.25</u>	\$ 55,920.00	<u>\$ 51,750.00</u>
B-1	250	foot	4" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 49.87	<u>\$ 40.50</u>	\$ 12,467.50	<u>\$ 10,125.00</u>
B-2	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 42.27	<u>\$ 36.00</u>	\$ 21,135.00	<u>\$ 18,000.00</u>
B-3	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 40.37	<u>\$ 34.50</u>	\$ 20,185.00	<u>\$ 17,250.00</u>
B-4	501	foot	4" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 35.55	<u>\$ 34.00</u>	\$ 17,810.55	<u>\$ 17,034.00</u>
C-1	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 78.09	<u>\$ 56.50</u>	\$ 39,045.00	<u>\$ 28,250.00</u>
C-2	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 64.78	<u>\$ 54.00</u>	\$ 32,390.00	<u>\$ 27,000.00</u>
C-3	4,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 58.04	<u>\$ 37.25</u>	\$ 232,040.00	<u>\$ 149,000.00</u>
C-4	1,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 54.80	<u>\$ 37.00</u>	\$ 54,800.00	<u>\$ 37,000.00</u>
D-1	50	foot	8" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 119.53	<u>\$ 88.00</u>	\$ 5,976.50	<u>\$ 4,400.00</u>
D-2	100	foot	8" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 96.53	<u>\$ 75.00</u>	\$ 9,653.00	<u>\$ 7,500.00</u>
D-3	500	foot	8" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 89.42	<u>\$ 88.00</u>	\$ 44,560.00	<u>\$ 44,000.00</u>
D-4	501	foot	8" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 84.23		\$ 42,199.23	
H-1	100	Each	2" MJ adapter	\$ 292.54		\$ 29,254.00	
H-2	20	Each	4" MJ adapter	\$ 257.26		\$ 5,145.20	
H-3	50	Each	6" MJ adapter	\$ 326.77		\$ 16,338.50	
H-4	10	Each	8" MJ adapter	\$ 463.90		\$ 4,639.00	
CAD AS-BUILTS							
I-1		Hour	CAD As-Builts including mobilization, pre-survey & staking	\$ 162.00		\$ 162.00	
CORE DRILL WITH BOOT AND TIE IN INCLUDED							
J-1		Each	core drill to host 2" force main (Boot and tie-in INCLUDED)	\$ 1,106.03		\$ 1,106.03	
J-2		Each	core drill to host 4" gravity/force main (Boot and tie-in INCLUDED)	\$ 1,639.05		\$ 1,639.05	
J-3		Each	core drill to host 6" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,527.07		\$ 252.07	<u>\$ 2,527.07</u>
J-4		Each	core drill to host 8" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,936.08		\$ 2,936.08	
TOTAL BASE PRICE:						\$ 882,803.74	<u>\$ 707,005.16</u>

TOTAL COST FOR ITEMS A-1 - J-4	\$ 882,803.00	\$ 707,005.16
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Item #	Estimated Qty	UOM	Description	Unit Price
OPTIONAL PRICING:				
OP-1	1	Each	1" Tap with 1" Service Saddle	\$ 1,176.03
OP-2	1	Each	2" Tap with 2" Service Saddle	\$ 1,550.04
OP-3	1	Each	4" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,313.06
OP-3X	1	Each	4" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 4,600.00
OP-4	1	Each	6" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,698.07
OP-5	1	Each	6"x4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,241.11
OP-6	1	Each	6"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,993.13
OP-7	1	Each	8" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,001.04
OP-7X	1	Each	8" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,200.00
OP-8	1	Each	8"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,143.13
OP-9	1	Each	8" x 8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7,770.16
OP-10	1	Each	10" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,049.03
OP-10X	1	Each	10" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,600.00
OP-11	1	Each	10"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,745.14
OP-12	1	Each	10"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,067.16
OP-13	1	Each	12" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,183.03
OP-13X	1	Each	12" x 4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,200.00
OP-14	1	Each	12"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7,407.15
OP-15	1	Each	12"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,520.16
OP-17	1	Each	6" Fire Hydrant Assembly FURNISH and Install	\$ 5,632.16
OP-18X	1	Each	4" C-900 Pipe Installed (20' Section)	\$ 589.00
OP-18	1	Each	6" C-900 Pipe Installed (20' Section)	\$ 864.02
OP-19	1	Each	8" C-900 Pipe Installed (20' Section)	\$ 1,245.63
OP-22X	1	Each	2" Line Stop with Staninless Steel Sleeve	\$ 5,000.00
OP-22XX	1	Each	4" Line Stop with Stainless Steel Sleeve	\$ 6,900.00
OP-22	1	Each	6" Line Stop with Stainless Steel Sleeve	\$ 8,279.59
OP-23	1	Each	8" Line Stop with Stainless Steel Sleeve	\$ 9,198.79
OP-26	1	Each	Single Service Complete	\$ 1,356.03
OP-27	1	Each	Double Service Complete	\$ 1,752.44
OP-28	1	feet- Each	1" SDR9, 2" casing (0-50 ft. install)	\$ 1,562.64
OP-29	1	feet- Each	1" SDR9, 2" casing (51-100 ft. install)	\$ 1,260.63
OP-30	1	Each	connect to existing meter	\$ 226.01
OP-31 a	1	Each	Furnish and install 2" gate valve on new HDPE	\$ 1,200.00
OP-31 b	1	Each	Furnish and install 4" gate valve on new HDPE	\$ 2,000.00
OP-31 c	1	Each	Furnish and install 6" gate valve on new HDPE	\$ 2,500.00
OP-31 d	1	Each	Furnish and install 8" gate valve on new HDPE	\$ 3,600.00
OP-32	1	Each	Connect to existing 2" valve/main	\$ 985.63
OP-33	1	Each	Connect to existing 4" valve/main	\$ 1,408.04

OP-34	1	Each	Connect to existing 6" valve/main	\$ 1,689.65
OP-35	1	Each	Connect to existing 8" valve/main	\$ 1,900.85
OP-38	1	Each	Pre Con Video	\$ 930.00
Item #	Estimated Qty	UOM	Description	Unit Price
OP-39	1	Each	Dewatering	\$ 5,390.00
OP-39X	1	LF	Clearing and Grubbing	\$ 7.25
OP-39XX	1	LF	Grout Existing Line (4" to 8")	\$ 15.00
Traffic Control - FDOT Right of Way				
OP-40	1	Setup	Flagman	\$ 810.00
OP-41	1	Setup	Arrow Board	\$ 85.00
OP-42	1	Setup	Barricades	\$ 53.00
OP-43	1	Setup	Lane Dividers	\$ 71.00
Traffic Control - City Right of Way				
OP-44	1	Setup	Flagman	\$ 810.00
OP-45	1	Setup	Arrow Board	\$ 85.00
OP-46	1	Setup	Barricades	\$ 53.00
OP-47	1	Setup	Lane Dividers	\$ 600.00
Traffic Control - County Right of Way				
OP-48	1	Setup	Flagman	\$ 810.00
OP-49	1	Setup	Arrow Board	\$ 85.00
OP-50	1	Setup	Barricades	\$ 53.00
OP-51	1	Setup	Lane Dividers	\$ 60.00
OP-52	1	Each	Sidewalk Replacement 5' x 5' section	\$ 879.00
OP-53	1	Each	Asphalt patch, 5' x 5' section	\$ 1,200.00
OP-54	1	Each	asphalt patch, 10' x 10' section	\$ 1,799.00
OP-55	1	Each	Maintenance of Traffic (includes DOT Plan)	\$ 102.00
OP-56	1	Each	Furnish and Replace Sod (Per 5'x5' Section)	\$ 475.00

City of Melbourne

SECOND AMENDMENT TO PURCHASE AGREEMENT FOR SERVICES

Horizontal Directional Drill Services

Contract No. P25015K-0-2025/KL

This Second Amendment to Purchase Agreement for Services No. P25015K-0-2025/KL, Horizontal Directional Drill Services is entered into by and between the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901 (the "CITY") and **CONCURRENT UTILITY SERVICES LLC** a Florida limited liability company whose address is 455 Gus Hipp Blvd, Rockledge, FL 32955 (the "CONTRACTOR") (Collectively the "Parties").

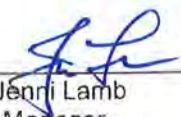
The CITY and the CONTRACTOR agree as follows:

1. The contract entered into on July 30, 2025, is hereby amended to change the proposed price rates.
2. Amendment to the Contract. In interpreting this amendment, underlined text is new text inserted into the Contract and ~~stricken-through~~ language is text deleted from the Contract.
 - A. Exhibit A4- Pricing Schedule is amended (Revised Exhibit A4 attached).
3. Except as expressly provided in this Second Amendment to Purchase Agreement for Services No. P25015K-0-2025/KL, Horizontal Directional Drill Services, all of the terms and provisions of the Contract are and will remain in full force and effect and are hereby ratified and confirmed by the CITY and the CONTRACTOR. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Contract or as a waiver of or consent to any further or future action on the part of either the CITY or the CONTRACTOR that would require the waiver or consent of the other party.

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

CITY OF MELBOURNE, FLORIDA
A Florida municipal corporation

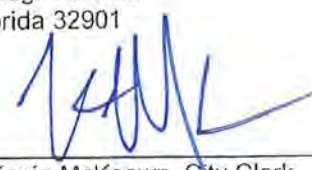
CONCURRENT UTILITY SERVICES LLC
a Florida limited liability company

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

Date: 8/27/25

By: 
Name: Aaron Lafond
Its: President
455 Gus Hipp Blvd
Rockledge, FL 32955

Date: 8/26/2025

Attest: 
Kevin McKeown, City Clerk

An Equal Opportunity Employer
www.melbourneflorida.org

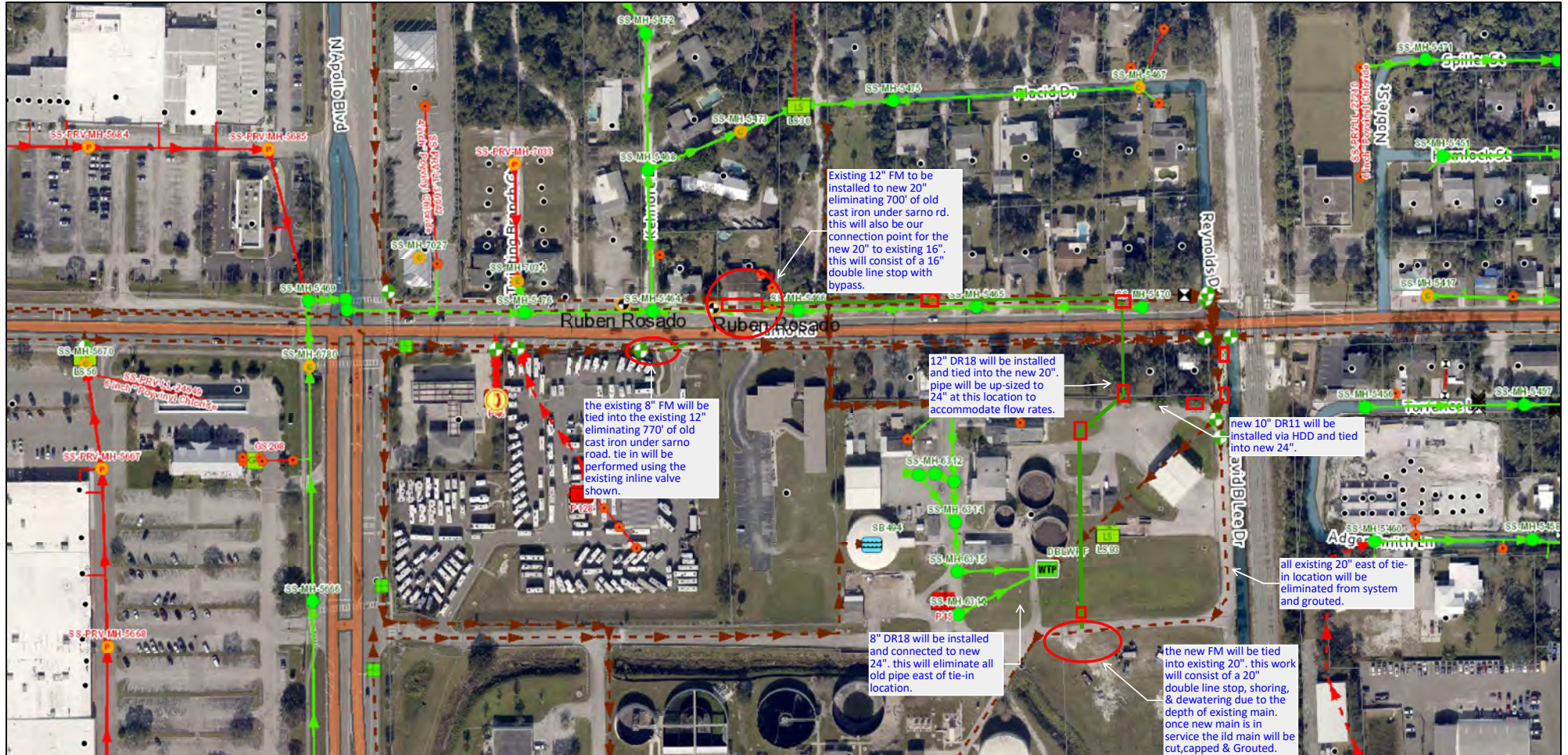
EXHIBIT A4 - Pricing Schedule
HORIZONTAL DIRECTIONAL DRILL SERVICES
RFP-P25015K-0-2025KL

Item #	Estimated Qty	UOM	Description	Unit Price	New Unit Price
HORIZONTAL DIRECTIONAL DRILLING (HDD) SERVICES					
A-1	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 26.56	\$ 20.00
A-2	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 25.77	\$ 19.25
A-3	4,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 19.04	\$ 18.00
A-4	3,000	foot	2" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 18.64	\$ 17.25
B-1	250	foot	4" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 49.87	\$ 40.50
B-2	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 42.27	\$ 36.00
B-3	500	foot	4" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 40.37	\$ 34.50
B-4	501	foot	4" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 35.55	\$ 34.00
C-1	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 78.09	\$ 56.50
C-2	500	foot	6" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 64.78	\$ 54.00
C-3	4,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 58.01	\$ 37.25
C-4	1,000	foot	6" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 54.80	\$ 37.00
D-1	50	foot	8" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 119.53	\$ 88.75
D-2	100	foot	8" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 96.53	\$ 88.00
D-3	500	foot	8" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 89.12	\$ 88.00
D-4	501	foot	8" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 84.23	\$ 84.23
E-1	50	foot	10" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 153.26	\$ 153.26
E-2	100	foot	10" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 134.25	\$ 134.25
E-3	500	foot	10" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 124.74	\$ 124.74
E-4	501	foot	10" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 122.66	\$ 122.66
F-1	25	foot	12" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 194.41	\$ 194.41
F-2	100	foot	12" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 155.90	\$ 155.90
F-3	300	foot	12" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 146.40	\$ 146.40
F-4	501	foot	12" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 142.39	\$ 130.00
G-1	50	foot	14" DR 11 DIPS - HDPE pipe directional bore (0 - 50 feet)	\$ 275.74	\$ 275.74
G-2	100	foot	14" DR 11 DIPS - HDPE pipe directional bore (51 - 100 feet)	\$ 235.72	\$ 235.72
G-3	500	foot	14" DR 11 DIPS - HDPE pipe directional bore (101+ 500 feet)	\$ 218.22	\$ 185.00
G-4	501	foot	14" DR 11 DIPS - HDPE pipe directional bore (501+ feet)	\$ 206.58	\$ 182.00
H-1	100	Each	2" MJ adapter	\$ 292.54	\$ 292.54
H-2	20	Each	4" MJ adapter	\$ 257.26	\$ 257.26
H-3	50	Each	6" MJ adapter	\$ 326.77	\$ 326.77
H-4	10	Each	8" MJ adapter	\$ 463.90	\$ 463.90
H-5	10	Each	10" MJ adapter	\$ 566.80	\$ 566.80

Item #	Estimated Qty	UOM	Description	Unit Price	New Unit Price
H-6	10	Each	12" MJ adaptor	\$ 796.75	\$ 769.75
H-7	10	Each	14" MJ adapter	\$ 1,064.72	\$ 1,064.72
MOBILIZATION					
I-1	20	Each	Mobilization - Only if canceled prior to beginning work (ALL LINE ITEM PRICING TO INCLUDE MOBILIZATION)	\$ 400.00	\$ 400.00
I-2	10	Each	Mobilization - non-normal hours (Monday - Friday, 4:01 p.m. - 7:59 a.m., Saturdays, Sundays and City-observed holidays)	\$ 792.00	\$ 792.00
CAD AS-BUILTS					
J-1	1	Hour	CAD As-Builts including mobilization, pre-survey & staking	\$ 162.00	\$ 162.00
CORE DRILL WITH BOOT AND TIE IN INCLUDED					
K-1	1	Each	core drill to host 2" force main (Boot and tie-in INCLUDED)	\$ 1,106.03	\$ 1,106.03
K-2	1	Each	core drill to host 4" gravity/force main (Boot and tie-in INCLUDED)	\$ 1,639.05	\$ 1,639.05
K-3	1	Each	core drill to host 6" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,527.07	\$ 2,527.07
K-4	1	Each	core drill to host 8" gravity/force main (Boot and tie-in INCLUDED)	\$ 2,936.08	\$ 2,936.08
OPTIONAL PRICING:					
OP-1	1	Each	1" Tap with 1" Service Saddle	\$ 1,176.03	\$ 1,176.03
OP-2	1	Each	2" Tap with 2" Service Saddle	\$ 1,550.04	\$ 1,550.04
OP-3	1	Each	4" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,313.06	\$ 2,313.06
OP-4	1	Each	6" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 2,698.07	\$ 2,698.07
OP-5	1	Each	6"x4" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,241.11	\$ 5,241.11
OP-6	1	Each	6"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 5,993.13	\$ 5,993.13
OP-7	1	Each	8" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,001.04	\$ 3,001.04
OP-8	1	Each	8"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,143.13	\$ 6,143.13
OP-9	1	Each	8" x 8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7,770.16	\$ 7,770.16
OP-10	1	Each	10" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,049.03	\$ 3,049.03
OP-11	1	Each	10"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 6,745.14	\$ 6,745.14
OP-12	1	Each	10"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,067.16	\$ 8,067.16
OP-13	1	Each	12" x 2" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 3,183.03	\$ 3,183.03
OP-14	1	Each	12"x6" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 7,407.15	\$ 7,407.15
OP-15	1	Each	12"x8" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 8,520.16	\$ 8,520.16
OP-16	1	Each	12"x10" Wet Tap with Stainless Steel Tapping Sleeve and Valve	\$ 11,063.21	\$ 11,063.21
OP-17	1	Each	6" Fire Hydrant Assembly Installation (Typical) with City Supplied Hydrant	\$ 5,632.16	\$ 5,632.16
OP-18	1	Each	6" C-900 Pipe Installed (20' Section)	\$ 864.02	\$ 864.02
OP-19	1	Each	8" C-900 Pipe Installed (20' Section)	\$ 1,245.63	\$ 1,245.63
OP-20	1	Each	10" C-900 Pipe Installed (20' Section)	\$ 1,612.04	\$ 1,612.04
OP-21	1	Each	12" C-900 Pipe Installed (20' Section)	\$ 2,280.05	\$ 2,280.05
OP-22	1	Each	6" Line Stop with Stainless Steel Sleeve	\$ 8,279.59	\$ 8,279.59
OP-23	1	Each	8" Line Stop with Stainless Steel Sleeve	\$ 9,192.49	\$ 9,192.49
OP-24	1	Each	10" Line Stop with Stainless Steel Sleeve	\$ 11,949.22	\$ 11,949.22
OP-25	1	Each	12" Line Stop with Stainless Steel Sleeve	\$ 12,503.33	\$ 12,503.33
OP-26	1	Each	Single Service Complete	\$ 1,356.03	\$ 1,356.03
OP-27	1	Each	Double Service Complete	\$ 1,752.44	\$ 1,752.44
OP-28	1	feet- Each	1" SDR9, 2" casing (0-50 ft. install)	\$ 1,562.64	\$ 1,562.64
Item #	Estimated Qty	UOM	Description	Unit Price	New Unit Price

OP-29	1	feet- Each	1" SDR9, 2" casing (51-100 ft. install)	\$ 1,260.63	\$ 1,260.63
OP-30	1	Each	connect to existing meter	\$ 226.01	\$ 226.01
OP-31	1	Each	Install 2" to 12" gate valve on new HDPE	\$ 6,752.01	\$ 6,752.01
OP-32	1	Each	Connect to existing 2" valve/main	\$ 985.63	\$ 985.63
OP-33	1	Each	Connect to existing 4" valve/main	\$ 1,408.04	\$ 1,408.04
OP-34	1	Each	Connect to existing 6" valve/main	\$ 1,689.65	\$ 1,689.65
OP-35	1	Each	Connect to existing 8" valve/main	\$ 1,900.85	\$ 1,900.85
OP-36	1	Each	Connect to existing 10" valve/main	\$ 2,464.07	\$ 2,464.07
OP-37	1	Each	Connect to existing 12" valve/main	\$ 2,816.08	\$ 2,816.08
OP-38	1	Each	Pre Con Video	\$ 930.00	\$ 930.00
OP-39	1	Each	Dewatering (WEEKLY CHARGE)	\$ 5,390.00	\$ 5,390.00
OP-39 - 1	1	Each	Dewatering (MONTHLY CHARGE)	\$ 15,900.00	\$ 15,900.00
Traffic Control - FDOT Right of Way					
OP-40	1	Setup	Flagman	\$ 810.00	\$ 810.00
OP-41	1	Setup	Arrow Board	\$ 85.00	\$ 85.00
OP-42	1	Setup	Barricades	\$ 53.00	\$ 53.00
OP-43	1	Setup	Lane Dividers	\$ 71.00	\$ 71.00
Traffic Control - City Right of Way					
OP-44	1	Setup	Flagman	\$ 810.00	\$ 810.00
OP-45	1	Setup	Arrow Board	\$ 85.00	\$ 85.00
OP-46	1	Setup	Barricades	\$ 53.00	\$ 53.00
OP-47	1	Setup	Lane Dividers	\$ 60.00	\$ 60.00
Traffic Control - County Right of Way					
OP-48	1	Setup	Flagman	\$ 8,100.00	\$ 810.00
OP-49	1	Setup	Arrow Board	\$ 85.00	\$ 85.00
OP-50	1	Setup	Barricades	\$ 53.00	\$ 53.00
OP-51	1	Setup	Lane Dividers	\$ 60.00	\$ 60.00
Additional Optional Pricing					
OP-52	1	each	Sidewalk Replacement 5' x 5' section	\$ 879.00	\$ 879.00
OP-53	1	each	Asphalt patch, 5' x 5' section	\$ 1,200.00	\$ 1,200.00
OP-54	1	each	asphalt patch, 10' x 10' section	\$ 1,799.00	\$ 1,799.00

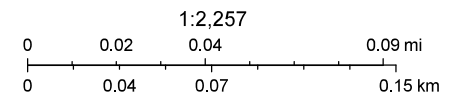
ArcGIS Web Map



10/15/2025, 7:37:07 AM

- Emergency Contact
- Do Not Open this Manhole
- Casings
 - Not City
 - Melbourne
- Lateral Line
 - Melbourne & Active

- Bone Pit
- 20"124"
- 12"10"15"



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**Melbourne City Council
October 28, 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.14.

Subject:

Consent Agenda

Background/Consideration:

- a. Utilization of contract pricing for wireless air cards for multiple departments, Verizon Wireless, Basking Ridge, NJ - estimated annual cost of \$210,676.20.
- b. Grant Funding Agreement between the City of Melbourne and Daily Bread, Inc./Providence Connects for Housing Case Manager services in the amount of \$100,000 for FY 2025-2026.
- c. Grant Funding Agreement between the City of Melbourne and Eau Gallie Arts District Main Street, Inc. for providing a designated Florida Main Street Program within the Olde Eau Gallie Riverfront Redevelopment Area in the amount of \$85,000 for FY 2025-2026.



Melbourne City Council
October 28, 2025
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.a.

Subject:

Utilization of contract pricing for wireless air cards for multiple departments, Verizon Wireless, Basking Ridge, NJ - estimated annual cost of \$210,676.20.

Background/Consideration:

Air cards are used by multiple City departments as a means to remotely connect to City business software to provide more effective and efficient services to our customers.

As of September 2025, the City has 487 active Verizon air cards dispersed within the following departments/divisions: Police, Fire, Building, Code, Engineering, IT, Utilities, Finance, HR/Risk, and Parks.

This request will provide authorization to renew payments for Verizon air cards from October 2025 through September 30, 2026.

Contract/Solicitation:

This purchase utilizes the contract pricing from State of Florida contract number DMS-19/20-006C. This contract expires on August 23, 2026 and has five (5) renewal years available.

Fiscal/Budget Impact:

This expense was budgeted in Data Communications (13000516-534190-006) for Fiscal Year 2025.

Requested Action:

Approval to utilize contract pricing for monthly city-wide data communication wireless air cards through the current contract period from Verizon Wireless, Basking Ridge, NJ, estimated annual cost of \$210,676.20.

WIRELESS DATA

Custom State of Florida Mobile Broadband Data Plans*				
The calling plans below reflect the monthly access charge discount. No additional discounts apply.				
SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS Messaging
(86226)	\$20.60	500MB	\$0.00849per MB	Included
(86227)	\$25.75	1,000MB		
(52330)	\$36.05	Unlimited*	N/A	
Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional plan information can be found at www.verizonwireless.com . Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon’s 5G Nationwide® network is a separate network from Verizon’s 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international . Lines activating on these plans must be on 5G Nationwide or 4G mobile broadband devices, except that existing lines on 3G mobile broadband devices may change to these plans while 3G service is available. *Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice. Can be added to voice plans with a monthly access fee of \$14.99 and above. *Router devices cannot be activated on these plans.				

Custom State of Florida Smartphone Data Feature Packages

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Data for Smartphone devices only

SOFL Plan Number	Monthly Access Charge Per Line	Domestic Data Allowance	Overage Rate	Unlimited Domestic SMS and MMS messaging
77294/ 79789	\$15.45	500MB	\$0.00849 per MB	Included*
(77295 and 79790)	\$20.60	1,000MB		
Exhibit (79740 79791)	\$23.69	2,000MB		

Notes: See attached Plan and Feature Details for important information about calling plans, features and options. Overage Rate applies after allowance. Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 4G network; and the 3G and 3G Extended networks, while available. For avoidance of doubt, Verizon’s 5G Nationwide® network is a separate network from Verizon’s 5G Ultra Wideband network. This feature can only be added onto: SOFL PPlan’s 86192-86197. Lines activating on this feature must be on 5G Nationwide or 4G HD voice-capable smartphones. 4G service requires 4G equipment and 4G coverage.

*Not included with the State of Florida Nationwide Custom Pooled Voice Services Plans.

May only be added to a voice plan with a monthly access fee of \$14.99 and above.

Custom State of Florida Smartphone Unlimited Data Feature Package

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Data for Smartphone devices only

Verizon Wireless Price Sheet

State of Florida ITN No. DMS-19/20-006

Definitions

Access Discount: Government Subscribers are eligible for a 23% access discount on qualified plans and features where noted.

Accessory Discount. Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.

Discount Eligible Data Feature(s): Any generally available Verizon Wireless data feature with a monthly access fee of \$24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

Discount Eligible Plan(s): Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of \$34.99 or higher that does not prohibit discounts.

Early Termination Fees (“ETF”): ETFs are waived for Government Subscribers.

Equipment: Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

Government Subscriber: An employee of Customer utilizing Wireless Service whose account is set up in Customer’s name and for which Customer bears payment responsibility.

Machine to Machine Service (“M2M Service”): M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between select wireless devices, with limited or no manual intervention or supervision.

M2M Line(s): An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer’s name and for which Customer bears responsibility.

Network Speeds on the Verizon Wireless Network (4G LTE): Uploads: 2-5 Mbps and **Downloads:** 5-12 Mbps

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (*i.e.*, those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. As detailed in the contract, rates, charges and fees, listed in Pricing Index may be changed following the formal Amendment process Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Subsidized Equipment: Equipment purchased at Verizon Wireless government matrix and/or government promotional price. Subsidized Equipment must be active for 24 months or more before being eligible to be upgraded. In the event a Customer purchases a subsidized device and the Customer terminates services early, or moves to a lesser price plan or disconnects the devices from the Contractor’s network within twenty-four (24) months of the device activation, the Contractor may bill the Customer for the unpaid portion of the subsidized amount of the device.

Term of Lines (“Line Term”): The term for each line (the “Line Term”) begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in

conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

ThingSpace Mange: ThingSpace Manage (“ThingSpace”) provides Customer with the ability to remotely monitor and manage its M2M/IoT devices. If Customer desires to access and use ThingSpace, it must so request in writing, and Verizon Wireless shall provision ThingSpace on Customer’s account. Applicable rates and charges, if any, shall be set forth in this Addendum. ThingSpace set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of ThingSpace are specific to Customer and may not be transferred to another party without Verizon Wireless’ prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the ThingSpace including any alterations, modifications, improvements and derivative works thereof.

Legacy Pricing. All custom plans and features excluding machine-to-machine plans existing under the Agreement prior to the Effective Date of the Agreement (“Legacy Plans”), shall be retired and will no longer be available for new line activations, lines changing plans or lines upgrading Equipment. Verizon Wireless will allow Customer’s existing Government Subscribers who are currently on such Legacy Plans to continue at the pricing, terms and conditions contained in such Legacy Plans until the Government Subscriber either changes plans or upgrades Equipment.

Wireless Service: Each and every radio service provided directly or indirectly by Verizon Wireless.

MI-OVCPK3G	Quickstart III	One Time Charge	\$1,599.00 (684453)
Notes: Customer may purchase Samsung Knox for Enterprise licenses and services ("Knox Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Knox Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Knox Services are manufactured by Samsung Electronics Co., Ltd. ("Samsung"). Any license for Knox Services must be obtained directly from Samsung either upon purchase or installation of the Knox Services. Knox Services are subject to Knox Services' terms and conditions and can be viewed here: https://www.samsungknox.com/en/eula . Verizon Wireless will direct Knox Services to fulfill Customer's Knox Services order. Customer support for Knox Services must be obtained directly from Samsung. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Knox Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Knox Services representatives.			

IBM® MaaS360® Enterprise Mobility Management (EMM)

A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.

IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.

Enterprise Mobility Suites: Core Products

License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license <u>per device</u>	Essentials	D1P3GLL	Essentials Suite per Device	\$2.25 598456	\$27.00 598455
	Deluxe	D1P3LLL	Deluxe Suite per Device	\$3.75 598457	\$45.00 598458
	Premiere	D1P3RLL	Premier Suite per Device	\$4.69 598459	\$56.25 598460
	Enterprise	D1P3WLL	Enterprise Suite per Device	\$6.75 598461	\$81.00 598462
Per User: One (1) license <u>per single user</u> with multiple devices	Essentials	D1P3ILL	Essentials Suite Per User	\$4.50 598463	\$54.00 598464
	Deluxe	D1P3NLL	Deluxe Suite per User	\$7.50 598465	\$90.00 598466
	Premiere	D1P3TLL	Premier Suite per User	\$9.38 598467	\$112.50 598468
	Enterprise	D1P3YLL	Enterprise Suite per User	\$13.50 598469	\$162.00 598470

Notes:

- No setup or deployment fee for 50 licenses and up.
- All subscriptions are a 1-year term, and customer has the option to pay annually or monthly.
- Any reduction in the number of licenses can only be made at the time of renewal for both annual and monthly plans. No proration.
- **IBM Fast Start Customer Setup is required for less than 50 licenses.**

IBM® MaaS360® Enterprise Mobility Management: Add-On Products

A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.

- These SKUs require an active subscription from the **Core Products** list (see above).
- This SKU must match the core product exactly (i.e., 1:1). Example: If the customer has 100 Essential Core Products then the customer must order 100 Team Viewer add-ons.

License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license <u>per device</u>	Mobile Threat Management	D1AJPLL	Mobile Threat Mgmt per Device	\$0.75 598473	\$9.00 598474
	Secure Mobile Browser	D1AGWLL	Secure Mobile Browser per Device	\$0.75 598953	\$9.00 598954

National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only.

This plan is not eligible for monthly access fee discounts.

Mission Critical

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	\$39.99
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance ⁽¹⁾	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Features	
Domestic Mobile Hotspot	\$5.00 additional per month
Push-to-Talk	\$2.00 additional per month
Notes: . No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. ⁽¹⁾ Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event a user consumes more than 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes*: (PP# 16807)	
621910 Ambulance Services 922110 Courts 922120 Police Protection 922130 Legal Counsel and Prosecution 922140 Correctional Institutions 922150 Parole Offices and Probation Offices 922160 Fire Protection (except private) 922190 Other Justice, Public Order, and Safety Activities	923120 Administration of Public Health Programs 928110 National Security 926120 Regulation and Administration of Transportation Programs 926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors 926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities 921150 American Indian and Alaska Native Tribal Governments 921190 Other General Government Support 921110 Executive Offices

*Standard Industrial Classification (SIC) and North American Industrial Classification System (NAICS) codes identify an entity's primary business activity.

Verizon Wireless Plan and Feature Details

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses END or the call disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, Airtime may be charged when dialing toll-free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. . Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States,

(ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Push to Talk Plus: Push to Talk Plus capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk Plus Calling Plan to another calling plan may not be able to use certain Push to Talk Plus capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party.. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the

Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. . In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please refer to the attached One Talk terms of service.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries..

International Roaming Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. International rates and destinations are subject to change without notice. You must add International Eligibility to your account to roam in many destinations. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Service in certain countries may be blocked without prior notice. Where Text messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. [Ask](#) your account manager for the most current list of participating foreign carriers.

Data Services

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the **SEND** or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at \$0.25/minute.

Verizon Wireless is implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the device. The optimization process is agnostic to the content itself and to the website that provides it. While Verizon Wireless invests much effort to avoid changing text, image, and video files in the compression process, and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device. For a further, more detailed explanation of these techniques, please refer to the Network Performance attachment. .

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. If you use an extraordinary amount of data and fall within the top 5% of Verizon Wireless data users, Verizon Wireless may reduce your data throughput speeds when connected to a congested cell site. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please refer to the Network Performance attachment.. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in

its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless' requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See the attached Verizon Full Privacy Policy]**

Unlimited Data Plans and Features (such as Mobile BroadbandAccess, , and Push to Talk Plus) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited , Mobile BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited Mobile BroadbandAccess and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited Mobile BroadbandAccess services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's

native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited Mobile BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

Data Roaming: International Eligibility is needed to roam in many destinations. See attached International services pricing for further details.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a Mobile BroadbandAccess PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles.

M2M Data Plans and Feature Details

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming:International eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Please refer to the attached international services pricing for additional details.

M2M Data Plan Share Options:

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans on the same billing account, in the same usage group (e.g. Low Usage and High Usage plans cannot share with each other). Unused allowance will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines on the same billing account that have exceeded their allowance during the same monthly billing period. At the end of each bill cycle any unused allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile Share: Customer may activate one (1) share group per profile (e.g. Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Profile Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: ¹A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

1.

Networkfleet Terms and Conditions

1. DEFINITIONS. In these Terms and Conditions, the following terms, when capitalized, shall have the meaning set forth below:

"Customer Website Pages" means the web pages on the Networkfleet Website designated by Networkfleet for use by Customer.

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Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2022.

"Devices" means the Networkfleet wireless device(s) identified on an accepted order.

"Networkfleet Services" means the services ordered hereunder including, but not limited to: (a) collection of diagnostic and/or location information from a Vehicle; (b) any proprietary data feed or elements thereof or any APIs provided by Networkfleet; (c) analysis, delivery and posting of Vehicle information to the Networkfleet Website; (d) notification to Customer and/or a designated third party by e-mail of certain events or Vehicle information; (e) Customer access and usage of Customer Website Pages; and (f) Device installation services.

"Networkfleet Website" means the Networkfleet website currently located at www.networkfleet.com.

"Network Fleet" is a wholly owned subsidiary of Verizon Communications, Inc, and an affiliate of Cellco Partnership, d/b/a Verizon Wireless which is the "Contractor" under the Verizon Wireless State of Florida Contract DMS-10/11-008C

"Service Partners" means the entities that Verizon Wireless works with, from time to time, to provide the Networkfleet Services, including, but not limited to, installers, website operators, mapping data providers and licensors.

"Vehicle" means any vehicle equipment equipped with a Device and owned or under the control of Customer.

2. NETWORKFLEET LICENSE. During the time that Customer is entitled to receive Networkfleet Services hereunder, the Customer shall have a non exclusive, non transferable license to (i) use the Networkfleet Services in the United States and such other countries as may be approved by Verizon Wireless in writing, (ii) access and use the Customer Website Pages, and (iii) use the firmware and software included in the Devices, solely for use in connection with the Networkfleet Services, and as provided in these Terms and Conditions. Redistribution or resale of this information by the Customer is prohibited without prior written consent.

3. INSTALLATION SERVICES. If Verizon Wireless accepts an order for Device installation services, such services may be performed by Service Partners who will install the Device at a mutually agreed location, in accordance with Networkfleet's Installation Policy, located at in the Networkfleet attachments., as it may be amended from time to time, which is available at the Networkfleet Website. Customer acknowledges and agrees that installation of the Device may involve drilling holes, rewiring and other similar alterations to the Vehicle and that Verizon Wireless is not obligated to restore the Vehicle after removal of the Device.

4. CUSTOMER OBLIGATIONS. Customer shall limit its use of the Devices, Networkfleet Services, Networkfleet Website, and Customer Website Pages to their intended purposes and shall comply, and cause its employees and agents to comply with all applicable laws and regulations and with Networkfleet's Website Acceptable Use Policy, Privacy Policy and all other policies that Networkfleet may establish from time to time, which are, or will be available, on the Networkfleet Website. Customer shall inform its drivers of Vehicles that such Vehicle has been enabled for Networkfleet Services and that the Networkfleet Services include the collection of data points associated with the Vehicle's location and manner of operation.

5. LIMITED WARRANTY. (a) Verizon Wireless warrants to Customer that a Device purchased hereunder (other than an Asset Tracker device) will be free from defects in material and workmanship that prevent the Device from functioning in accordance with its specifications for a period of three (3) years following the initial activation of a Device. The period may be extended though the same period of time as the Customer has continuously paid for Networkfleet Services for the Device;

(b) Verizon Wireless warrants to Customer that an Asset Tracker device which has been purchased new from Networkfleet by Customer, will be free from defects in material and workmanship that prevent it from functioning in accordance with its specifications for a period of three (3) years from initial activation, excluding the battery.

(c) Verizon Wireless warrants to Customer that all accessories that are purchased new from Networkfleet by Customer will be free from defects in material and workmanship that prevent them from functioning in accordance with their specifications for a period of one (1) year from the date of shipment,

(d) Verizon Wireless warrants to Customer that installation services will be free from defects in workmanship for a period of one (1) year from completion of any such installation services (unless Customer has purchased an extended installation warranty). Verizon Wireless warrants that extended warranty installation services will be free from defects in workmanship for a period of one (1) year following completion of such services. The period may be extended through the same period of time as the Customer has continuously paid for such extended warranty installation service.

(e) Warranty claims must be made by notifying Verizon Wireless in writing promptly after Customer learns of the facts supporting a warranty claim, as specified in Networkfleet's current applicable warranty policy as attached hereto. Verizon Wireless will, at its discretion, either repair or replace any non-complying Device with a Device of equivalent functionality, and if applicable, remedy any defects in installation of the Device.

(f) THE REMEDIES IN THIS SECTION ARE THE SOLE OBLIGATIONS AND REMEDY FOR BREACH OF ANY WARRANTY.

6. EXCLUSIONS. The Limited does not cover repair, replacement or correction of any defect, damage or malfunctions caused by: (i) failure to properly install the Devices as described in the Networkfleet installation guides (if installation is not performed by Networkfleet); (ii) accident, negligence, theft, vandalism, operator error, misuse or acts of Nature; (iii) failure of the facilities Customer uses to access the Networkfleet Website or

to conform to Networkfleet specifications; (iv) modifications, attachments, repairs or unauthorized parts replacements performed by Customer or any third party not authorized by Networkfleet; or (v) use by Customer of hardware or software not provided or approved by Networkfleet. Customer will be responsible for the cost of Support Services provided by Networkfleet caused by any of the foregoing.

7. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, VERIZON WIRELESS MAKES NO WARRANTY OR GUARANTEE OF ANY KIND WITH RESPECT TO THE DEVICES AND THE NETWORKFLEET SERVICES. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, VERIZON WIRELESS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. VERIZON WIRELESS DOES NOT WARRANT THAT THE RECEIPT OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM THE DEVICES WILL BE AVAILABLE AT ALL TIMES, AT ALL GEOGRAPHIC LOCATIONS, UNINTERRUPTED OR ERROR-FREE, OR THAT THE TRANSMISSION OF DATA, MAPPING INFORMATION, AND OTHER CONTENT FROM NETWORKFLEET TO CUSTOMER OR TO THE CUSTOMER WEBSITE PAGES WILL ALWAYS BE ACCURATE, TIMELY OR COMPLETE.

8. **LIMITATION OF LIABILITY.** (a) NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS OR LOST DATA, EVEN IF THAT PARTY IS INFORMED THAT THOSE DAMAGES MAY OCCUR. VERIZON WIRELESS' CUMULATIVE LIABILITY UNDER ANY LEGAL THEORY SHALL NOT EXCEED THE AMOUNT PAID TO VERIZON WIRELESS. (b) WITHOUT LIMITING THE FOREGOING, VERIZON WIRELESS AND THE SERVICE PARTNERS ARE NOT RESPONSIBLE FOR LIABILITIES OF ANY KIND RESULTING FROM DELAYS IN DELIVERY, INSTALLATION OR PROVIDING NETWORKFLEET SERVICES OR OTHER SERVICES, REGARDLESS OF THE CAUSE OF THE DELAY. CUSTOMER UNDERSTANDS AND AGREES THAT VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM AN ALLEGED OR ACTUAL LACK OF SECURITY RELATING TO CUSTOMER'S USE OF THE NETWORKFLEET SERVICES. (c) CUSTOMER UNDERSTANDS AND AGREES THAT: (i) THE DEVICE IS A WIRELESS DEVICE AND THAT WIRELESS COMMUNICATIONS NETWORKS ARE USED TO CONNECT THE DEVICES WITH NETWORKFLEETS DATA CENTER AND BY USING GPS (GLOBAL POSITIONING SYSTEM) TO DETERMINE A VEHICLE'S LOCATION; (ii) THE NETWORKFLEET SERVICES WILL NOT OPERATE UNLESS A VEHICLE IS IN AN AREA THAT HAS ADEQUATE WIRELESS COMMUNICATIONS COVERAGE AND, EVEN IF A VEHICLE IS IN SUCH AREA, THE NETWORKFLEET SERVICE IS SUBJECT TO WIRELESS SERVICE NETWORK AND TRANSMISSION LIMITATIONS AND MAY BE ADVERSELY AFFECTED BY TERRAIN, SIGNAL STRENGTH, WEATHER AND ATMOSPHERIC CONDITIONS, OR OTHER THINGS THAT VERIZON WIRELESS DO NOT CONTROL; AND (iii) INFORMATION ABOUT A VEHICLE'S LOCATION WILL NOT BE AVAILABLE UNLESS THE DEVICE IN THE VEHICLE IS ABLE TO RECEIVE GPS SIGNALS.

9. **PROPRIETARY RIGHTS.** Customer acknowledges and agrees that the Devices, the Networkfleet Service and the Networkfleet Website may include patent, copyright, trademark, service mark, trade secrets, or other intellectual property rights (collectively "Proprietary Rights") of Networkfleet, its affiliates or the Service Partners (including, with respect to the Networkfleet Website, materials that may be proprietary to Service Partners and suppliers, and that Networkfleet, its affiliates, including Verizon Wireless and/or the Service Partners retain title to and ownership of those Proprietary Rights and any and all improvements, modifications, fixes or enhancements made by or for Networkfleet, its affiliates and/or the Service Partners to the Devices, the Networkfleet Service or the Networkfleet Website and grant such Customers a limited license for purposes of utilizing the services for the purposes outlined in this agreement. Customer will not copy, modify, reverse-engineer, disassemble or decompile any software or firmware included in any Device or the Networkfleet Website or otherwise provided to Customer by or on behalf of Networkfleet, and will not disclose such software or provide access to the Devices, such software or any Networkfleet Services to any third party for such a purpose. Customer agrees that with respect to the Networkfleet Services, it shall not, nor shall it permit any third party to (a) assign, transfer, lease, rent, sell, distribute or import such Networkfleet Services to any third party; (b) except with the express written consent of Verizon Wireless, combine, embed or incorporate the Networkfleet Services into any other product or service other than any Customer-owned or developed interface for purposes of receiving the data feed delivered from the Networkfleet Devices; (c) reverse engineer, translate, convert, decompile the Networkfleet Services; (d) remove or alter any proprietary notices in the Networkfleet Services; (e) use the Networkfleet Services in connection with the transmission, sale, license, or delivery of any infringing, defamatory, offensive, or illegal products, services, or materials; (f) use the Networkfleet Services in any manner that threatens the integrity, performance, or availability of the Networkfleet Service; or (g) use the Networkfleet Service in any manner that violates local, state or federal laws, regulations or orders. The Networkfleet Website includes aerial, satellite imagery from Digital Globe, one of the Service Partners, as a mapping option. If Customer uses such mapping option, Customer agrees to comply with the terms of use contained in Digital Globe's End User License Agreement reference Networkfleet MAXAR DigitalGlobe attached hereto.

10. **MODIFICATIONS; WEBSITE MAINTENANCE.** Networkfleet may alter or modify all or part of the Devices, the Networkfleet Services or the Networkfleet Website from time to time; provided such changes do not materially adversely affect Customer's use of the Networkfleet Services or Networkfleet Website. Subject to the foregoing, such changes may include, without limitation, the addition or withdrawal of features, information, products, services, software or changes in instructions. Networkfleet reserves the right to perform scheduled maintenance for the Networkfleet Services and Networkfleet Website from time to time. This may include application and database maintenance as well as general website maintenance and may or may not involve Networkfleet Website and Networkfleet Services unavailability.

11. **DATA.** Customer represents and warrants that it has all rights and authority with respect to the data Verizon Wireless, Networkfleet, and the Service Partners acquire and transmit through Customer's use of the Devices, the Networkfleet Services and the Networkfleet Website ("Business Data") and grant the rights and approvals set forth in this Agreement and further grants to Verizon Wireless, Networkfleet, its affiliates and the Service Partners the nonexclusive, license and right to collect, access and use Business Data, and to access, copy and use the Business Data in the course of performing the Networkfleet Services and to analyze, measure and optimize the performance of the Devices and the Networkfleet Services and to develop new offerings for Customer and others and for other purposes of Networkfleet and its affiliates, including the development of data products for sale, licensing and distribution to third parties during the term of its contract with the Customer; provided, however, that except as may be required under law or court order, Networkfleet will not disclose or distribute Business Data to a third party in a form that permits identification of Customer.

12. **EXPORT CONTROL.** Customer understands and agrees that: (i) the software used in connection with the Service is controlled by US export control laws; (ii) further transfer or export of the software may be subject to US export control laws or similar laws of other countries; (iii) Customer will abide by such laws; and (iv) Customer will not re-export or divert the software to a country or activity in contravention of U.S. law. Customer represents and warrant that: (i) Customer is not now located in, does not maintain an office or residence in, is not a citizen of, nor does Customer intend to travel to (without agreeing to follow any specific federal regulatory parameters on such travel), any of the following countries: Cuba, Iran, North Korea, Sudan, Syria, or other locations where the United States or other governments may have restrictions; and (ii) Customer is not, nor does Customer anticipate being, listed on any U.S. Government, United Nations or other country's prohibited parties list (including, but not limited to the U.S. Department of Commerce Denied Persons List or Entity List and the U.S. Treasury Department's Specially Designated Nationals, Terrorists or Narcotics Traffickers List).

13. **OWNERSHIP AND ACCEPTANCE.** Title transfer and acceptance of products and services occur upon shipment or provision of service.

14. **GENERAL.** (a) No amendment, change, modification or waiver to any provision of any accepted order or these Terms and Conditions will be binding unless signed by an authorized representative of each party. (b) The parties' respective rights and obligations under Sections 7. DISCLAIMER OF WARRANTIES, 9. PROPRIETARY RIGHTS, and 11. DATA survive termination of an order.

Call Filter Service Attachment to Verizon Wireless Agreement: Government Terms of Service

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").
2. **Call Filter and Call Filter Plus Service Description.** Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in the Call Filter Plus Service Fees exhibit attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.
3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.
4. **Spam Protection and the Call Filter Application.** Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls,

but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device, Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID.** Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device. Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.
6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).
7. **Data Charges.** Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in the Call Filter Plus Service Fees exhibit.
8. **Privacy.** Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, please refer to the attached Verizon Full Privacy Policy. . In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.
9. **Licenses and Restrictions.** Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, non-exclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.
10. **Restrictions on Use.** Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.
11. **Branding.** All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.

12. **User Content.** For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.
13. **Digital Millennium Copyright Act Notice.** If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

Verizon Copyright Department
1320 North Courthouse Road, Floor 9
Arlington, Virginia 22201, U.S.A.
Fax 703.351.3669
Email DMCA@verizon.com

NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

1. Signature of copyright owner or person authorized to act on behalf of the owner;
2. Identification of copyrighted work claimed to be infringed;
3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses.** Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service. Please refer to the Call Filter open source licenses attached hereto. :
- [This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.
 -
 - This link is broken. Our technical team reached out to the vendor and that vendor is working on the links, but it has not yet been resolved.
15. **Termination.** Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES.** THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPTED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDULENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.
17. **LIMITATIONS OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN (\$10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MIS-IDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.
18. **[Reserved]**
19. **Export Control.** Use of the Service may be subject to the export and import laws of the United States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.
20. **Safety.** Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer's full attention.

Verizon Push to Talk Responder (PTT Responder) Terms and Conditions

This Agreement is between you, as our Customer or End User, and Verizon Wireless ("VZW") and it sets forth the terms and conditions under which you agree to use and we agree to provide PTT Responder, a mission-critical push to talk solution (also known as the "Service"). By using or accessing PTT Responder, you accept these Terms & Conditions. VZW may change these terms and conditions from time to time as permitted by applicable law. By continuing to use the Service after VZW has notified you of changes, you are accepting those changes.

1. **Customer Agreement.** For business customers, PTT Responder is subject to your company's major account agreement with VZW.
2. **How the Service Works.** You can access PTT Responder in the following ways: (i) through a mobile application (the "**Mobile App**"), or (ii) by downloading computer software from the VZW website (the "**Computer Client**"). Not all PTT Responder service features are available through all access methods.

3. **Charges.** Your download of PTT Responder will be billed according to the applicable data plan. Your use of PTT Responder will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan, please see the Public Safety Services document attached
4. **Privacy.** VZW may use information about your activity in PTT Responder, subject to our Privacy Policy and applicable law attached hereto. .
5. **Licenses.** Mobile App, Computer Client, or any other executable associated with your access or use of PTT Responder is referred as "PTT Responder Software". You have a limited, non-exclusive, non-transferable license to use PTT Responder in the U.S. and the object code version of PTT Responder Software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers and, for the sake of clarity, is not for resale and is not sublicensable. The PTT Responder Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, and information about these items is available in the attached Open Source document. . Nothing in this Agreement will be construed to limit any rights granted under such open source licenses.
6. **Maps.** If you are using PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP Integration as standalone products (not in conjunction with Push to Talk Plus), such use will require use of OpenStreetMap (© OpenStreetMap contributors). Use of OpenStreetMap within PTT Responder is subject to the Open Data Commons Open Database License (ODbL) licensed by the OpenStreetMap Foundation (OSMF). Please refer to the attached Open Street map document. . The ODbL may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the ODbL including all limitations and restrictions therein as may be updated by OpenStreetMap from time to time, you may not use PTT Responder. Your use of the OpenStreetMap service within PTT Responder will constitute your acceptance of the ODbL. If there is a conflict between these Terms and that license, the ODbL license terms will control.
7. **Consent to Share Location Information.** PTT Responder Dispatcher Request Location from Client and PTT Responder Dispatch with MAP require sharing of your "Location Information" (data that can be used to describe, determine or identify the location of the mobile device you use while accessing PTT Responder). With your consent, your Location Information will be shared with your employer, for business purposes only.
8. **Additional Terms for Device Call Logging and Recording.** For PTT Responder, the Device Call Logging and Recording feature within PTT Responder permits your employer to log and record your calls while you are using a mobile device with PTT Responder. By using PTT Responder, you consent to calls on your mobile device being logged and recorded by your employer, and you consent to any person authorized by your employer listening to your conversation(s) for training and other legitimate business purposes. Employers shall restrict access to the Device Call Logging and Recording feature of PTT Responder to only authorized employees, who shall only use the feature during business hours for training and other legitimate business purposes.
9. **Restrictions on Use.** You may not, or allow others to (i) transfer, assign or sublicense its license rights to any other person or entity or use the PTT Responder Software on any equipment other than the equipment on which it was originally installed, and You acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to or otherwise modify or adapt the PTT Responder Software, create derivative works based upon the PTT Responder Software, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the PTT Responder Software to human-readable form or attempt to reconstruct or discover the source code, underlying ideas or algorithms of any components of the PTT Responder Software, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (iv) use or permit the PTT Responder Software to be used to perform services for third parties, whether on a service bureau or time-sharing basis or otherwise, without the express written authorization of Verizon; (v) remove or obscure any proprietary notices from the PTT Responder Software, documentation or other materials furnished or made available hereunder; (vi) disclose, provide, or otherwise make available trade secrets contained within the PTT Responder Software and documentation in any form to any third party without the prior written consent of Verizon; (vii) enable any PTT Responder Software features or capacity (e.g., additional storage hours, agents, ports or mailboxes) which is licensed as separate products without Verizon's prior written consent; and/or (viii) permit or encourage

any third party to do any of the foregoing. Customer shall implement reasonable security measures to protect such trade secrets.

10. **Termination.** VZW may terminate or discontinue PTT Responder at any time without notice, including if you breach these Terms and Conditions, subject to the applicable contracts disputes act if you are a government entity.
11. **Disclaimer of Warranty; Limitation on Liability.** PTT RESPONDER AND ANY INCLUDED SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).
12. **Export Control.** You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of PTT Responder in violation of any such restrictions, laws or regulations. By downloading or using PTT Responder, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted parties list.
13. **Safety.** Please do not endanger yourself and others by using PTT Responder while driving or engaging in any other activity that requires your full attention.

Verizon Local Network Command Terms and Conditions

1. GENERAL
 - 1.1 Service Definition
 - 1.2 Service Availability
2. SUPPLEMENTAL TERMS
 - 2.1 Customer Agreement
 - 2.2 Privacy
 - 2.3 Licenses
 - 2.4 Consent to Share Location Information
 - 2.5 Disclaimer of Warranty; Limitation of Liability
3. CUSTOMER RESPONSIBILITIES
 - 3.1 Restrictions on Use
4. FINANCIAL TERMS
 - 4.1 Responsibility for Charges

1. GENERAL

- 1.1 **Service Definition.** Local Network Command is a local control solution allowing for temporary uplift of mobile devices to enhanced network performance (also known as the "Service").
- 1.2 **Service Availability.** You can access the Service through a web-based tool hosted at the VZW MyBiz portal. The account single point of contact (SPOC) must preselect the users for uplift through the Service. The account SPOC can preselect users individually or as part of a group. The account SPOC must also create and designate specific users as Incident Commanders. Incident Commanders will have the ability to create incidents using the Service and uplift preselected users during an incident.

2. SUPPLEMENTAL TERMS

- 2.1 **Customer Agreement.** For enterprise customers, the Service is subject to your organization's major account agreement with VZW.

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Verizon Wireless offers this pricing utilizing the terms and conditions of the State of Florida ITN No. DMS-19/20-006 please contact your local Verizon Government Sales representative for additional information. ©Verizon2022.

- 2.2 **Privacy.** VZW may use information about your activity in using the Service, subject to our Privacy Policy and applicable law, which are attached hereto
- 2.3 **Licenses.** You have a limited, non-exclusive, non-transferable license to use the Service solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers.

For Location Information (defined below), the Service requires use of MapQuest. Use of MapQuest within the Service is subject to:

- the MapQuest Terms of Service attached hereto
- the MapQuest 3rd Party Notices and Licenses MapQuest Attributions attached hereto.,
- the Mapbox Notices MapQuest Mapbox as attached hereto, and
- the MapQuest Privacy Policy MapQuest System1 Privacy Policy as attached hereto

The MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices or MapQuest Privacy Policy, including all limitations and restrictions therein as may be updated by MapQuest from time to time, you may not use the Service. Your use of MapQuest within the Service will constitute your acceptance of the MapQuest Terms of Service, MapQuest 3rd Party Notices and Licenses, Mapbox Notices and MapQuest Privacy Policy

- 2.4 **Consent to Share Location Information.** The Service will require sharing of “Location Information” (data that can be used to describe, determine or identify the location of all mobile devices subject to the Service). In using the Service, you represent and warrant that you have obtained all necessary consent(s) from individual users whose mobile devices will be subject to the Service, and that VZW has no responsibility to obtain such consent(s).
- 2.5 **Disclaimer of Warranty; Limitation of Liability.** THE SERVICE IS PROVIDED ‘AS IS’, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW’S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).

3. CUSTOMER RESPONSIBILITIES

- 3.1 **Restrictions on Use.** You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of the Service. The Service is intended for those devices with a clear need for temporary uplift to enhanced network improvement. You agree not to abuse the Service as determined by the sole discretion of Verizon. “Abuse” may include, but not be limited to, the indiscriminate uplift of all devices within a specific geographic area where such action adversely affects the Verizon wireless network.

4. FINANCIAL TERMS

- 4.1 **Responsibility for Charges.** Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan

1. GENERAL

1.1 Service Definition

1.2 Service Features for DNS Service Plus

1.3 Service Features for DNS Service Advanced

2. SUPPLEMENTAL TERMS

2.1 Service Activation and Implementation

2.2 Services Agreement Flow Down Terms

2.3 Customer Responsibilities

2.4 Warranties

2.5 Use of Data

2.6 Term and Termination

3. FINANCIAL TERMS

3.1 General

4. DEFINITIONS

1. GENERAL

1.1 Service Definition. Verizon DNS Safeguard for Public Safety (DNS Service) is a cloud-based security platform intended to provide a first line of defense against threats on the Internet by detecting and blocking inappropriate and malicious sites and content before the Internet Protocol (IP) connections are established. DNS Service is enhanced with threat intelligence feeds from the Verizon Threat Research Advisory Center which, learning from internet activity patterns, automatically uncovers current and emerging threats to continually keep the network safe.

The DNS Service platform operates as a DNS resolver that converts domain names to IP addresses which allows the platform to prevent IP connections to known malicious sites. When a legitimate domain is resolved, the DNS Service returns the actual IP address.

The DNS Service consists of two offerings: DNS Service Plus and DNS Service Advanced.

1.2 Service Features for DNS Service Plus. The following service features are included with DNS Service Plus:

- 1.2.1 **DNS Layer of Breach Protection.** DNS Service is able to detect and block malicious sites and content before they reach the network as a DNS request is made before IP connections are established. Malware, ransomware, phishing, spyware, botnets, and command & control call-backs are blocked over any port or protocol before such threats can reach users and network.

1.3 **Service Features for DNS Service Advanced.** The following service features are included with DNS Service Advanced.

- 1.3.1 **Premium Threat Feeds.** DNS Service Advanced includes the Basic Threat Feeds described in the DNS Service Plus and additional threat feeds from the Verizon Threat Research Advisory Center's display of threat analytics and intelligence it gathers from third party proprietary and open source data.

2. SUPPLEMENTAL TERMS

2.1 **Service Activation and Implementation**

- 2.1.1 **Service Activation.** The DNS Service will begin Activation Date is 10 Business Days following the Order Confirmation Date.

- 2.1.2 **Offshore Support.** Customer agrees that the DNS Service may be provided by, and all related information (including data) accessed and/or stored by, resources located within and outside the United States. Customer consents to such performance of services, including access and storage of data, from outside the United States.

2.2 **Services Agreement Flow Down Terms**

- 2.2.1 **Acceptance of Terms.** From time to time, Verizon may update the functionality, add new features to the DNS Service, and/or change the access configuration for the DNS Services. In such event, these terms shall also apply to any upgrades or updates subsequently provided by Verizon for the DNS Services.

- 2.2.2 **Use of the DNS Services.** Customer accepts the non-assignable, non-transferable, non-sublicensable, and non-exclusive right to access and use the DNS Service only as authorized in this Agreement and related documentation for the duration of the Service Commitment and for the number of licenses purchased by and allocated to Customer.

2.3 **Customer Responsibilities**

- 2.3.1 **Internet Access.** Customer must have wireless internet access in place to use DNS Service. **Customer must have a subscription to Verizon's Responder Private Core in place to use DNS Service.**

- 2.3.2 **Prohibited Use.** Customer will not: (i) use the Services for any unlawful, unauthorized, fraudulent or malicious purpose, (ii) modify, adapt, sublicense, translate, sell, reverse engineer, decompile or disassemble any portion of the Services (except to the limited extent applicable laws specifically prohibit such restriction); (iii) bypass any measures Verizon may use to prevent or restrict access to the Services or otherwise interfere with any other party's use and enjoyment of the Services; or (iv) use Customer's account or the Services to infringe any intellectual property or other right of any other third party. Verizon may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Subject to Verizon's Privacy Policy, Verizon reserves the right at all times to disclose any information as Verizon deems

necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Verizon's sole discretion.

2.4 **Warranties**

- 2.4.1 **Verizon's Disclaimer of Warranties.** Verizon does not warrant that any network, computer systems, or any portions thereof, are secure. Verizon does not warrant that use of DNS Service will be uninterrupted or error-free or that any defect in DNS Service will be correctable or that incidents will be fully contained. Customer acknowledges that impenetrable security cannot be attained in real-world environments and that Verizon does not guarantee protection against breaches of security, or the finding or successful prosecution of individuals obtaining unauthorized access. Verizon does not warrant the accuracy of information provided to Customer hereunder.

CUSTOMER'S USE OF THE DNS SERVICES IS AT CUSTOMER'S SOLE RISK. ALL DNS SERVICES ARE PROVIDED ON AN AS IS OR AS AVAILABLE BASIS, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, VERIZON EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY. VERIZON, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS MAKE NO WARRANTY THAT THE SERVICES ARE ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, OR THAT ANY PROBLEMS ENCOUNTERED WILL BE CORRECTED. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SERVICE ATTACHMENT ARE VERIZON'S EXCLUSIVE WARRANTIES AND CUSTOMER'S SOLE REMEDIES FOR BREACH OF WARRANTY, IF ANY, BY VERIZON.

- 2.4.2 **Customer Warranty.** Customer represents and warrants that Customer (a) will use the DNS Safeguard services, including all reporting, deliverables, documentation, and other information provided in connection with DNS Service solely for purposes of protecting Customer from abusive, fraudulent, or unlawful use or access to its information, systems and applications including public internet service provided by Verizon and Customer will not market, sell, distribute, lease, license or use any such deliverables, documentation or information for any other purposes; and (b) will comply with all applicable laws and regulations.

- 2.4.3 **Third Party Warranties.** For any third party products and/or services incorporated as part of Service, Customer will receive only the warranties offered by such third party to the extent Verizon may pass through such warranties to Customer.

- 2.5 **Use of Data.** As part of Customer's use of the Services, Customer will be providing certain (i) Network Data, (ii) User Data and/or Feedback. Some Network Data is necessary for the essential use and functionality of the Services. Network Data is also used to provide associated services such as technical support and to continually improve the operation, security, efficacy and functionality of the Services.

- 2.5.1 **User Data.** Customer grants Verizon a worldwide, royalty-free, sublicensable license to use, modify, reproduce, publicly display, publicly perform, and distribute the User Data only as reasonably required to provide the Service.

- 2.5.2 **Network Data.** Customer hereby grants to Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use (i) the Network Data that is aggregated and de-identified so that it does not identify Customer for the purpose of enhancement of the Services, and (ii) any information that Verizon learns in evaluating Network Data to create the Statistical Data for the purpose of enhancing, developing, and/or promoting the Services.

2.5.3 **Feedback.** De-identified Feedback may be incorporated into the Services, and Customer hereby grants Verizon a non-exclusive, irrevocable, worldwide, perpetual, royalty-free and fully paid-up license to use de-identified Feedback for any purpose whatsoever, including, without limitation, for purposes of enhancing, developing and/or promoting products and services, including the Services.

2.6 **Term and Termination**

2.6.1 **Service Commitment.** The Service Commitment is for the terms specified in the Customer's purchase order as accepted by Verizon.

2.6.2 **Service Cancellation.** If Customer requests cancellation of Service, or Verizon cancels Service as a result of Customer's failure to provide the necessary information or reasonable assistance required by Verizon to provision such Service, Customer will pay any set-up fees and other amounts accrued for such Service through the date of such termination, plus an amount equal to any applicable annual third party license fee, which Customer acknowledges are liquidated damages reflecting a reasonable measurable of actual damages and not a penalty. Customer will pay the invoice for such charges in accordance with the terms of the Agreement.

3. **FINANCIAL TERMS**

3.1 **Responsibility for Charges.** Your use of the Service will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan.

Verizon Wireless Private Network Terms and Conditions

1. **Verizon Wireless Private Network Service ("Private Network"):** Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from your Sales representative.
2. **Customer Minimum Line Requirement:** Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.
3. **Connection to Verizon Wireless Facility:** Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges.
4. **Customer Provided Equipment ("CPE"):** Customer must procure routers and any other CPE that meet Verizon Wireless requirements for Private Network connectivity. Customer is responsible for ensuring any CPE meets its data capacity and throughput needs.
5. **IP Addresses:** Customer is responsible for procuring private IP addresses, which must be communicated to Verizon Wireless during implementation. Private Network supports static and dynamic addressing for 1X service and/or EVDO service; 4G LTE service; and Internet addressing system Internet Protocol version 4. Direct Internet access requires static IP addressing.
6. **Dynamic Mobile Network Routing ("DMNR"):** DMNR allows configuration of Private Network for dynamic routing to the subnets it serves (up to eight) to other devices on Customer's network and as support for mobile or stationary routers. DMNR is based off Mobile IPv4-based Network Mobility protocol and requires the router to be configured to support this capability. Customer is responsible for any charges associated with the customization of its CPE to support DMNR.
7. **Service Based Access ("SBA"):** SBA is an optional configuration of Private Network that enables customers to access Verizon's Visual Voice Mail; multimedia messaging services; and 3G location-based services assisted Global Positioning System. Customer is responsible for any charges associated with the customization of its CPE to support SBA.

Verizon Wireless Private Network Traffic Management

8. **Private Network Traffic Management (PNTM):** PNTM allows Customer to configure its Private Network to allow differentiated Quality of Service (QoS) by application over Verizon Wireless's LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Agreement. Customer is responsible for any charges associated with the customization of its CPE to support PNTM.
 - a. **PNTM for Public Safety:** Eligible public safety accounts can take advantage of priority access to a data channel over the Wireless Service for its data traffic during times of heavy network demand. While PNTM for Public Safety enables a dedicated data channel, Verizon Wireless makes no guarantee of Wireless Service availability, which is subject to the limitations of wireless service availability as detailed in the Agreement. PNTM for Public Safety is only available to Customers approved by Verizon Wireless that qualify as Public Safety Entities classified by the following Qualifying Public Safety NAICS codes: a) 621910 Ambulance Services; b) 922110 Courts; c) 22120 Police Protection; d) 922130 Legal Counsel and Prosecution; e) 922140 Correctional Institutions; f) 922150 Parole Offices and Probation Offices; g) Fire Protection; h) 922190 Other Justice, Public Order, and Safety Activities or i) National Security.
9. **Customer Private Network Contact:** Customer must designate a Private Network representative and provide contact information, including a phone number and email address. The Private Network contact will work with the Verizon Wireless solution engineer through the Private Network implementation and testing processes detailed below. The contact shall be available during business hours and any other time period that Customer utilizes Private Network for the purpose of assisting to resolve service problems and trouble shooting.
10. **Private Network Implementation and Testing:** Verizon Wireless will implement Customer's Private Network, which requires Customer to:
 - a) provide any information (e.g., account numbers, IP address ranges, router/CPE information) necessary to complete the Private Network Connectivity Form;
 - b) participate in a Private Network turn-up call to ensure that CPE is properly configured to support the Private Network connection; and
 - c) participate in a Solution Validation call to confirm that Private Network is working properly from Verizon Wireless to Customer's applications.
11. **Wireless Devices/Network Access:** Customer must use Private Network-compatible end-user Equipment and at Customer's expense must submit any devices not identified as Private Network compatible to Verizon Wireless, for network testing and Private Network certification. Private Network functionality is available on the Verizon Wireless 3G and 4G data network, subject to the limitations defined in this Addendum. While Private

Network functionality may also be available on the networks of Verizon Wireless's domestic and international roaming partners, Verizon Wireless makes no representation of Private Network availability or reliability on such networks.

12. **Permitted Use/Fraud:** Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Private Network. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage.

13. **Maintenance/Service Changes/Termination of Private Network Service:** Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure Private Network as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS ADDENDUM OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Addendum or the Agreement; (b) unlawful use of Private Network; (c) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless's customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the suspension or termination by any governmental body of competent jurisdiction of Customer's service or the institution of a requirement, ruling or regulation that conflicts with this Addendum; or (f) for operational or governmental reasons.

14. **No Warranties:** Verizon Wireless makes no warranties, express or implied, with respect to Private Network, which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of Private Network cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law. Verizon Wireless makes no representation that it supports any service levels with respect to the availability, performance, capacity, uptime or any similar metrics of Private Network.

15. **NO RESELLING:** Customer cannot resell Private Network /Private Network Traffic Management service(s) or allow third parties to use Private Network/Private Network Traffic Management service(s) or access Private Network/Private Network Traffic Management service(s) without prior written permission from Verizon Wireless.

16. **Subject to the Customer's Government Agreement:** The terms of this Addendum supplement the Customer's Government Agreement. The terms of the Agreement are applicable to Customer's use of Private Network. If there are any inconsistencies between the terms of this Addendum and the Customer's Government Agreement, the terms of this Addendum shall control with respect to Private Network.

Employee Discount Supplement

Individual-Liable Service Pricing Discount	
Category	% Discount
Equipment	0
Services	19
Accessories	25*
Activation Fees	Waived
*Individual-Liable Subscribers are eligible to receive a 25% discount from the non-discounted, retail price of qualifying accessories.	

Revision History		
Version	Date	Description
1.0	2/12/21	Pricing Offer
2.0	5/14/21	Best and Final Offer
2.1	4/1/22	ADDED 5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector REVISED/REMOVED - Employee Discount Supplement. The following sentence is deleted in its entirety from this section; "It is Verizon's intent to continue offering its Employee Program consistent with the terms and conditions provided under the current DMS 10/11-008C contract, Exhibit 7"
2.2	May 2, 2022	ADDED: - DoForms - Wireless Network Performance REMOVED: - Canvas - The PTT Codes Revised/Updated: - One Talk - MobileIron - Samsung Knox - Network Fleet - VZ Mobile Device Management to Include Pro Services
2.3	July 7, 2022	ADDED: - Business Unlimited Plus Data Device Plan - Business Unlimited Tablet Pro Plan - Group Command Software SKUs - Group Advanced Software SKUs - Push To Talk Plus Group Command Feature Only - Push To Talk Plus Group Advanced Feature Only Revised/Updated: - Group First Response for National Security, Public Safety, and First Responders - Group First Response for Non Public Safety Customers - Group First Response Dispatch and Video Bundles - IBM MaaS360 Enterprise Mobility Management

Department	# of Air Cards	Monthly Amount per Air Card	Annual Amount
Parks	1	\$36.05	\$432.60
HR/Risk	1	\$36.05	\$432.60
Finance	2	\$36.05	\$865.20
Engineering	8	\$36.05	\$3,460.80
IT	15	\$36.05	\$6,489.00
Fire/Bldg/Code	25	\$36.05	\$10,815.00
Utilities	6	\$36.05	\$2,595.60
Police	429	\$36.05	\$185,585.40
TOTAL	487	\$17,556.35	\$210,676.20



Melbourne City Council
October 28, 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.14.b.

Subject:

Funding Agreement between the City of Melbourne and Daily Bread, Inc./Providence Connects for the provision of Housing Case Manager services for FY 2025-2026.

Background/Consideration:

This is a request for approval of a Funding Agreement for Daily Bread, Inc./Providence Connects for a grant to provide Housing Case Manager assistance to the chronically homeless within the City of Melbourne for Fiscal Year (FY) 2025-2026. As the first step in Critical Community Need process, City Council determined at its August 12, 2025 regular Council meeting that there is a Critical Community Need to fund the organization.

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, Inc. with additional funding to provide two (2) full-time Housing Case Managers.

As Daily Bread/Providence Connects continues to focus on finding housing opportunities for the chronically homeless, the funding of the Housing Case Manager services 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 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. A total of six (6) Case Managers currently work for Daily Bread, Inc. / Providence Connects and these services will continue as Daily Bread transitions to Providence Place, which will require additional focus on case management services.

The grant is for assistance in the amount of \$100,000 to fund two (2) full-time Housing Case Managers. The Grants-In-Aid Review Committee, the second step in the Critical Community Need process, met to discuss the request on October 13, 2025 at a public meeting. The committee reviewed the Critical Community Need request and the grant application for funding. After discussion, the committee voted unanimously to recommend Daily Bread's / Providence Connects' request for funding in the amount of \$100,000 for FY 2025-2026.



Fiscal/Budget Impact:

Funding in the amount of \$100,000 is available in the Fiscal Year 2026 adopted budget, account 90100519-582015 - Homeless Grant-in-Aid

Requested Action:

Approval of the Funding Agreement between the City of Melbourne and Daily Bread Inc. / Providence Connects in the amount of \$100,000 and authorization for the City Manager to execute the Funding Agreement.



2025-2026 Grants-In-Aid Application

AGENCY: Daily Bread Inc.

PROJECT/PROGRAM NAME: Homeless Case Management Services

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

CONTACT: Dr. Jeffrey Njus PHONE: 321-723-1060

E-MAIL ADDRESS: jeffn@dailybreadinc.org WEBSITE: www.dailybreadinc.org

(This person will receive notifications regarding grant decisions and reporting requirements)

WHO PREPARED THIS APPLICATION: Betsy McCollough PHONE 321-723-1060 x119

FEDERAL TAX ID NUMBER: 59-2846212 DATE AGENCY ESTABLISHED: 1988

AMOUNT OF FUNDING REQUEST: \$100,000

1. Is this your first grant application to the City of Melbourne? YES ☒ NO
2. Has your organization received grants-in-aid funding from the City of Melbourne in the past?
YES ☒ NO
3. Please provide your agency's core mission statement. Daily Bread's mission is to ensure no one faces hunger or homelessness alone; to have a community that comes together to share a meal and other resources with our neighbors in need, helping each person move forward and find a home.
4. Is this grant request for a new program, or continuation of an existing program?
Continuation of Case Management Program

5. Please describe the program or project and explain how your program will benefit the citizens of Melbourne.

At the heart of our outreach efforts is our dedicated team of case managers, including two housing-focused case managers, a peer support specialist (who has experienced homelessness), an outreach specialist, and a SOAR-certified case manager. These professionals serve as the critical bridge between unsheltered homelessness and stable housing. Case Managers build trust through consistent, face-to-face engagement, assess individual needs, connect them with housing resources, and provide follow-up support necessary for long-term success.

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

6. What is the **project's** total budget? \$ 234,841.28
Please explain how you will use City funds towards your project.

The city funds requested will cover the annual salary for two Outreach Case Managers

7. What is your organization's total annual budget? \$ 1,343,332
(List the total budget for the local chapter if it is a widespread organization.)

8. Please list the main funding source for your organization.

Private Donations	49.8%
City & Government Grants	28.5%
Events	14.7%
Private Grants	7.0%

9. What percentage of your organization's entire total annual budget comes from **private** (non-governmental) donations? 71.5 %

- a. Please list all private funding sources and amounts.
\$839,828.13 (individuals, churches, corporations, fundraising, private grants)

10. What percentage of your organization's entire total annual budget comes from **public** (governmental) donations? 28.5 %

- a. Please list all public funding sources and amounts.

EFSP/United Way Grant	\$ 22,000
ESG/HUD Grants	\$159,600
Brevard ERA	\$53,000
City of Melbourne	\$100,000

11. Have you seen growth in your funding sources over the past year? YES x NO

- a. If yes, how much? From what type of sources?

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

- a. If yes list the name of the grantor, the grant program and the amount of the grant.

ESG/HUD Funding requires matching funds (\$28,250)

13. Please list any grants or subsidies your organization received from the City of Melbourne in 2024 or 2025. (Please include cash contributions, rent, utilities, or other program subsidies.)

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

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

Methods of Evaluation	Indicators of Success
<i>Tracking Attendance (Sample answer)</i>	<i>100 Attendees Per Session (Sample answer)</i>
Individuals in Housing Assistance/Outreach Project	150
Unique Individuals Receiving Case Manager	100
Individuals Assisted with Relocation to Housing/Shelter (family/friend)	15
Individuals Assisted with Attaining/Maintaining Permanent Housing	15

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

Name of Partner	Activity/Service They Provide for This Project
Brevard Homeless Coalition	BHC provides a platform for Daily Bread to collaborate/partner with other local agencies. They also help administer government grant funding for expense reimbursement

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

	# of residents served by your <u>program</u> In fiscal year 2025	# of residents served by your <u>agency</u> In fiscal year 2025	Projected # of residents your <u>program</u> will serve in fiscal year 2026	Projected # of residents your <u>agency</u> will serve in fiscal year 2026
City of Melbourne	291	1727	1800	300
Outside City Limits				
Total Served	291	1727	1800	300

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

On May 15th of this year, the doors of Daily Bread's Fee Avenue location closed for the last time. Just five days later, on May 20, our Outreach Van and Food Truck were at Allen Chapel, serving meals in partnership with Streetside Showers and Streetside Closets. Since then, we have established four Mobile Outreach sites that our team of Case Managers visit weekly, ensuring consistent and reliable support to those experiencing homelessness. While the challenges of the current housing market have impacted our ability to place individuals into permanent housing, our ongoing outreach has allowed us to maintain strong relationships with past clients and to reach new individuals who might not otherwise have received services. Our Case Managers are the heartbeat of our Mobile Outreach program and have allowed us to preserve the impact of our long-standing work but also expanded our ability to serve the community in meaningful and sustainable ways.

Signatures:

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

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

Nancy Tomassone
Print Name

Nancy Tomassone
Signature

Jeffrey Njus
Print Name

[Signature]
Signature

Board President
Title (Board President or Designee)

October 1, 2025
Date

Executive Director
Title (Executive Director/CEO or Designee)

10/1/25
Date



2025 Board of Directors

OFFICERS

PRESIDENT

Nancy Tomassone (year 1, term 2)
Professional Expertise: Owner, NLT Consulting
Community Affiliations: Brevard Zoo Board Member

VICE PRESIDENT

Kelly Thayer (year 3, term 1)
Professional Expertise: Human Resources Consultant
Community Affiliations: Brevard County Honor Flight volunteer, Defense Equal Opportunity Management Institute Board Member

TREASURER

Bernard Bryan (year 2, term 1)
Professional Expertise: Retired, Collins Aerospace
Community Affiliations: leads a youth STEM program for elementary, middle, and high school students

SECRETARY

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

MEMBERS

LeRoy Darby (year 2, term 1)
Professional Expertise: Retired, Eastern Florida State College
Community Affiliations: Central Brevard Sharing Center Board Member

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

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

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

Judge Katie Jacobus (year 2, term 1)
Professional Expertise: Brevard County Judge, 18th Judicial Circuit
Community Affiliations: former Board Member of National Veterans Homeless Support

Michael Pirolo (year 1, term 1)
Professional Expertise: Chief Assistant Public Defender, 18th Judicial Circuit
Community Affiliations: Ascension Catholic School Board Member, Rockledge Rotary, Salvation Army Advisory Board for North/Central Brevard

Dr. Liz White (year 2, term 1)

Professional Expertise: Audiologist, Private Practice

Community Affiliations: Ascension Catholic School Board Member, Melbourne Central Catholic High School Board Member

Stephanie Wolf (year 1, term 1)

Professional Expertise: Director of Government Compliance, L3Harris Technologies, Inc.

Community Affiliations: Community Classroom Teacher for Junior Achievement, Genesis House volunteer

Daily Bread

A dedicated team of passionate professionals providing the support and resources necessary to ensure that no one faces hunger or homelessness alone.

BOARD OF DIRECTORS

Executive Director: Jeffrey Njus (2018)

Office Manager: Betsy McCollough (2021)

Dir. of Volunteer & Donor Relations: Claudia Devitt (2021)

Director of Food Services: Jeff Hall (2018)

Director of Development: Brandy Bean (2023)

Security/Operations: Darrell Barnes (2022)

Senior Case Manager: Vidya Bhagu (2021)

Distribution Team

Marcus Roberts – Driver/Warehouse Associate
Charles Emanuel – Driver/Warehouse Associate
Brad Francis - Chef
Steffon Crawford - Warehouse Associate
Mel Flowers - Warehouse Associate

Housing Services Case Management

Bob Birmingham - Outreach Specialist
Joel Isaac - Outreach Specialist
Kimberly Loeack – Case Manager
Ray Lucas - Peer Support Specialist

Revised May 2025



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012741024C-8	08/31/2023	08/31/2028	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

DAILY BREAD INC
815 E FEE AVE
MELBOURNE FL 32901-4612

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Daily Bread, Inc.
January - December 2025 Budget

<i>Income</i>		
<i>Grants</i>	\$	416,928.13
<i>Individual</i>	\$	450,000.00
<i>Corporate Donations</i>	\$	50,000.00
<i>Major Gift Solicitations</i>	\$	25,000.00
<i>Churches</i>	\$	60,000.00
<i>Special Events</i>	\$	172,500.00
<i>FY24 Reserve</i>	\$	198,580.30
<i>Total Income</i>	\$	1,373,008.43

<i>Expenses</i>		
<i>Facility Operating Expenses</i>	\$	146,820.00
<i>Program Expenses</i>	\$	303,053.30
<i>Office Supplies</i>	\$	5,000.00
<i>Professional Services</i>	\$	31,500.00
<i>Program Travel Expenses</i>	\$	5,900.00
<i>Program Salaries & Benefits</i>	\$	676,628.83
<i>Admin Salaries & Benefits</i>	\$	64,461.30
<i>Administrative Expenses</i>	\$	96,645.00
<i>Fundraising Expenses</i>	\$	43,000.00
<i>Total Expenses</i>	\$	1,373,008.43

Daily Bread, Inc. and Subsidiary

CONSOLIDATED FINANCIAL STATEMENTS

December 31, 2024

**REPORT**

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CONSOLIDATED FINANCIAL STATEMENTS

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

321.255.0088
386.336.4189 (fax)
CRIadv.com

INDEPENDENT AUDITOR'S REPORT

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

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

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

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

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

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

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

Carr, Riggs & Ingram, L.L.C.

Melbourne, Florida

October 1, 2025

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

December 31,	2024
ASSETS	
Current assets	
Cash and cash equivalents	\$ 475,319
Grants receivable	10,973
Promises to give, net	275,848
Inventory	122,325
Investments	1,815,300
Beneficial interest in Community Foundation	115,908
Prepaid expenses	4,821
Total current assets	2,820,494
Noncurrent assets	
Promises to give, net	653,971
Property and equipment, net	1,598,853
Financing lease right-of-use assets, net	2,853
Total noncurrent assets	2,255,677
Total assets	\$ 5,076,171
LIABILITIES AND NET ASSETS	
Liabilities	
Accounts payable	\$ 11,533
Accrued payroll	24,443
Accrued vacation	18,471
Deferred revenue	19,828
Current portion of finance lease liabilities	1,078
Total current liabilities	75,353
Long-term Liabilities	
Finance lease liabilities, less current portion	1,896
Total liabilities	77,249
Net assets	
Without donor restrictions	3,648,931
With donor restrictions	1,349,991
Total net assets	4,998,922
Total liabilities and net assets	\$ 5,076,171

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

Daily Bread, Inc. and Subsidiary
Consolidated Statement of Activities

For the year ended December 31,

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

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

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

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

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

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

For the year ended December 31,

2024

Cash flows from operating activities:

Change in net assets	\$ 1,998,116
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Adjustments to reconcile change in net assets

to net cash used in operating activities:

Depreciation	65,822
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Loss on sale of fixed assets	2,933
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Unrealized (gain)/loss from investments	(60,703)
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Amortization of right-of-use asset	1,069
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Changes in operating assets and liabilities:

Decrease (increase) in:

Grants receivable	6,621
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Inventory	32,651
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Prepaid expenses	(2,405)
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Promises to give	(929,819)
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Increase (decrease) in:

Accounts payable	(3,453)
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Accrued payroll	9,255
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Accrued vacation	8,827
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Deferred revenue	(172)
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Total adjustments	(869,374)
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Net cash provided by operating activities	1,128,742
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Cash flows from investing activities:

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

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

Net decrease in cash and cash equivalents	277,360
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Net cash and cash equivalents, beginning of the year	197,959
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Net cash and cash equivalents, end of the year	\$ 475,319
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Supplemental Disclosures of Cash Flow Information

Cash was paid during the year for:	2024
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Interest	141
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Daily Bread, Inc. and Subsidiary
Notes to the Consolidated Financial Statements

Note 1: DESCRIPTION OF THE ORGANIZATION

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

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

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

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

Use of Estimates

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

Program Services

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

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

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

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Program Services (Continued)

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

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

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

Cash and Cash Equivalents

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

Grants Receivables

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

Promises to Give

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

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

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Allowance for Credit Losses

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

Inventory

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

Investments

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

Property and Equipment

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

Leases

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

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

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases (Continued)

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

Net Assets

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

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

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

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

Revenue Recognition

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

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

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

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

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

Donated Assets

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

Donated Services

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

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

Functional Allocation of Expenses

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

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

Note 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

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

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

Subsequent Events

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

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

Note 3: LIQUIDITY AND FINANCIAL ASSET AVAILABILITY

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

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

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

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

Note 4: PROMISES TO GIVE

Promises to give consist of the following:

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

Note 5: PROPERTY AND EQUIPMENT

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

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

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

Note 6: LEASES

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

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

Note 6: LEASES (Continued)

The components of lease expense consist of the following:

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

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

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

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

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

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

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

Note 7: NET ASSETS

A summary of net assets without donor restrictions follows:

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

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

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

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes. A summary of net assets released from restrictions are as follows:

<i>For the year ended December 31,</i>	<i>2024</i>
Purpose restrictions:	
Emergency housing	\$ 87,988
Emergency rental assistance	232,466
Emergency Food & Shelter Program (served meals)	21,036
Program support	41,573
Providence place	126,070
Client services	66,099
<u>Total net assets released from restrictions</u>	<u>\$ 575,232</u>

Daily Bread, Inc. and Subsidiary

Notes to the Consolidated Financial Statements

Note 8: ENDOWMENTS

The Organization's endowment policy establishes guidelines for managing funds to help provide stable, long-term support for facilities and services. Within the fund, sub-endowments may be created such as the Sue Holaday Memorial Endowment Fund. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Absent explicit donor stipulations to the contrary, the Board of Directors of the Organization has interpreted the State of Florida's Prudent Management of Institutional Funds Act (SPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds. As a result of this interpretation, the Organization retains in perpetuity and classifies as net assets with donor restrictions (1) the original value of gifts donated to the perpetual endowment, (2) the original value of subsequent gifts to the perpetual endowment, and (3) accumulations to the perpetual endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment funds that are not retained in perpetuity are subject to appropriation for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the various funds,
- (2) The purposes of the donor-restricted endowment funds,
- (3) General economic conditions,
- (4) The possible effect of inflation and deflation,
- (5) The expected total return from income and the appreciation of investments,
- (6) Other resources of the Organization, and
- (7) The Organization's investment policies.

Investment Return Objectives, Risk Parameters and Strategies. The Organization has adopted investment and spending policies, approved by the Board of Directors, for endowment assets. Those policies attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and fixed income securities. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to prevent exposing the fund to unacceptable levels of risk.

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

Note 8: ENDOWMENTS (Continued)

Spending Policy. The Organization has a policy where, endowment fund principles may not be used for operation of the Organization except for a financial crisis that would otherwise threaten the existence of the Organization. No earnings shall be spent from a fund until it has attained a minimum balance of \$100,000 at which time, the Board of Directors may allocate up to 5% of the funds market value, determined at each November meeting.

Sue Holaday Endowment Fund: In 2006, Sue Holaday, Executive Director of Daily Bread, passed away. A Memorial Endowment Fund was created by the Board of Directors in her honor with the purpose to serve in the memory of Sue Holaday. The funds are designated to be used by the Board of Directors in a time of need. The Sue Holaday Endowment Fund is comprised of \$402,363 of Board designated endowment funds as of December 31, 2024. The Board of Directors has not voted to spend any of the endowment funds as of December 31, 2024.

Changes in the Sue Holaday Endowment Fund as of December 31, 2024, are as follows:

Sue Haloday Endowment Fund

	Without Donor Restriction	Total Endowment
Beginning balance	\$ 248,138	\$ 248,138
Contributions	129,230	129,230
Investment gain	25,834	25,834
Administrative expenses	(839)	(839)
Total	\$ 402,363	\$ 402,363

Beneficial Interest in Community Foundation: Consists of Organization provided funds for an endowment as decided by the Board of Directors. The Organization can withdraw from the fund at any time authorized by a three-quarter majority vote of the Organization's Board of Directors.

The Community Foundation of Brevard has variance power until this vote occurs. As per Organization policy, the funds are to be invested in a fiscally responsible manner.

The Beneficial Interest in Community Foundation is comprised of \$115,908 of Board designated endowment funds as of December 31, 2024. The Board of Directors has not voted to spend any of the endowment funds as of December 31, 2024.

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

Note 8: ENDOWMENTS (Continued)

Changes in the Beneficial Interest in Community Foundation as December 31, 2024, are as follows:

Beneficial Interest in Community Foundation	Without Donor Restriction	Total Endowment
Beginning balance	\$ 105,900	\$ 105,900
Interest earnings	3,235	3,235
Investment gain	8,087	8,087
Administrative expenses	(1,314)	(1,314)
Total	\$ 115,908	\$ 115,908

Note 9: CONTRIBUTIONS OF NON-FINANCIAL ASSETS

Contributed non-financial assets for the year ended December 31, 2024, were as follows:

	Revenue Recognition	Utilization in Programs/Activities	Donor Restrictions	Valuation Techniques and Inputs
Donated food inventory	\$ 1,182,978	80% food distribution to other not-for-profit organizations and 20% for meal services to homeless	No associated donor restrictions.	Donated food inventory is estimated to be \$1.97 per pound. The Organization uses the value determined by Feeding American, calculated in their Product Valuation Survey Methodology, which approximates the average wholesale value of one per of donated food at the national level.

The Organization recognizes in-kind food donations when they are received and recognizes an expense when the donations are distributed or consumed. For the year ended December 31, 2024, the Organization recognized in-kind expenses totaling \$1,215,629. The Organization expended \$32,651 more than the in-kind donations received during the year.

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

Note 10: FAIR VALUE MEASUREMENT

Fair value is the exchange price that would be received for an asset or paid to transfer a liability (exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. There are three levels of inputs that may be used to measure fair values:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as:

- Quoted prices for similar assets or liabilities in active markets.
- Quoted prices for identical or similar assets or liabilities in inactive markets.
- Inputs, other than quoted prices, that are:
 - observable; or
 - can be corroborated by observable market data.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2024.

Mutual funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Organization are open-end mutual funds that are registered with the SEC. These funds are required to publish their daily NAV and to transact at that price. The mutual funds held by the Organization are deemed to be actively traded.

Treasury bills and notes: Treasury bills and notes are traded in active markets and are valued at the daily closing price in the active markets.

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

Note 10: FAIR VALUE MEASUREMENT (Continued)

Beneficial Interest in Assets Held at a Community Foundation: The beneficial interest in assets held at the Brevard Community Foundation has been valued, as a practical expedient, at the fair value of the Organization's share of the Community Foundation's investment pool as of the measurement date. The Community Foundation values securities and other financial instruments on a fair value basis of accounting. The Community Foundation's investments are composed approximately of 58 percent equities and 42 percent fixed income. The beneficial interest in assets held at the Brevard Community Foundation is redeemable by the Organization if certain conditions are met as described in Note 8.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in different fair value measurements at the reporting date.

Assets and liabilities measured at fair value on a recurring basis consists of the following:

December 31, 2024	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Observable Inputs other than Quoted Prices (Level 2)	Significant Unobservable Inputs (Level 3)
Mutual funds	\$ 1,420,101	\$ 1,420,101	\$ -	\$ -
Treasury bills and notes	395,199	395,199	-	-
Beneficial interest in assets held at the Brevard Community Foundation	115,908	-	-	115,908
Total assets at fair value	\$ 1,931,208	\$ 1,815,300	\$ -	\$ 115,908

Changes in Fair Value Levels

The availability of observable market data is monitored to assess the appropriate classification of financial instruments within the fair value hierarchy. Changes in economic conditions or model-based valuation techniques may require the transfer of financial instruments from one fair value level to another. In such instances, the transfer is reported at the beginning of the reporting period.

Management evaluated the significance of transfer between levels based upon the nature of the financial instrument and size of the transfer relative to total assets. For the year ended December 31, 2024, there were no significant transfers in or out of Level 3.

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

Note 11: COMMITMENTS AND CONTINGENCIES

Contract and Grant Programs

The Organization participates in various contract and grant programs that are subject to review and audit by the contracting and grantor agencies. Entitlements to these resources are generally conditional upon compliance with the terms and conditions of the contract and grant agreements and applicable regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from an audit may become a liability for the Organization. Management is not aware of any such review or liability as of and for the year ended December 31, 2024.

Contingencies

The Organization can be subject to various claims, legal proceedings, and investigations covering a wide range of matters that arise in the ordinary course of business. In the opinion of management, all such matters are adequately covered by insurance and, if not covered, are without merit or are of such kind, or involve such amounts as would not have a significant effect on the financial position or results of operations of the Organization if disposed of unfavorably.

Note 12: CONCENTRATIONS

Financial instruments, which potentially subject the Organization to concentrations of credit risk, are principally cash and accounts receivable. The Organization has cash deposits with a financial institution that is insured by the Federal Deposit Insurance Corporation ("FDIC"). All deposit accounts are insured up to \$250,000 by the FDIC in aggregate per financial institution. The Organization maintains cash deposits with a financial institution at December 31, 2024 in excess of federally insured limits in the amount of \$221,263.

At December 31, 2024, two grantors accounted for 100% of grants receivable as follows:

	2024	
	Percentage	Amount
Brevard County Board of Commissioners	59.44%	\$ 6,522
Brevard Homeless Coalition, ESG	40.56%	4,451
Total	100.00%	\$ 10,973

At December 31, 2024, one contributor accounted for approximately 77% of promises to give.

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

Note 13: DEFINED CONTRIBUTION PLAN

The Organization has a 401(k) Retirement Fund (the "Plan"). Full-time employees, both salaried and hourly, are eligible to participate in the sponsored Plan. The Plan allows all eligible employees to defer eligible compensation on a pre-tax basis up to IRS limits. The Plan also provides for match contributions of 100% of deferral contributions up to 5% of pay for the payroll period. During the fiscal year ended December 31, 2024, the Organization contributed \$11,971 in matching contributions.

Note 14: RELATED PARTY TRANSCATIONS

During the year ended December 31, 2024, the Organization had contributions from members of the board and key management personnel in the amounts of \$123,291 and \$20,868, respectively. The contributions from the members of the board were made up of donations in the amount of \$13,291 and promises to give in the amount of \$110,000, with a receivable balance of \$5,000 as of December 31, 2024. The contributions from key management personnel were made up of donations in the amount of \$868 and promises to give in the amount of \$20,000, with a receivable balance of \$10,000 as of December 31, 2024.

Note 15: SUBSEQUENT EVENTS

Management evaluated all events and transactions that occurred after December 31, 2024 through October 1, 2024, the date the Organization's financial statements were available to be issued. The following items occurred:

In May 2025, Daily Bread closed its doors at their Fee Avenue location and immediately transitioned to a street outreach model. Through this approach, the Organization can continue to provide case management services and meals, while partnering with Streetside Showers to offer showers and clean clothing. The outreach team is present at designated community locations throughout the week. The Fee location is currently listed for sale.

The Organization also formed a strategic alliance with the South Brevard Sharing Center (SBSC), supporting their staffing & volunteer needs while gaining an office location for their team.

Grant Funding Agreement

THIS GRANT FUNDING AGREEMENT (this "Agreement"), is entered into this _____, 2025, by and between the **CITY OF MELBOURNE**, a Florida municipal corporation (the "CITY"), whose principal address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and **DAILY BREAD, INC.**, a Florida not-for-profit corporation whose principal address is 17 E. Hibiscus Boulevard, Melbourne, Florida 32901 (the "**RECIPIENT**").

WHEREAS, the CITY acknowledges that the donation of municipal funds to a community organization requires that such funds be expended to fulfill a public purpose and may require periodic auditing to ensure that such funds will be used only for a municipal purpose; and

WHEREAS, chronically unsheltered residents of the CITY are living in areas that are not intended for overnight shelter, including living in tents on public property and in vehicles, subject to the elements and without access to sanitary facilities for toileting, washing and food preparation; and

WHEREAS, the CITY has determined that providing assistance to address the chronic homeless population that is located within the City of Melbourne constitutes a valid municipal purpose and is a critical community need; and

WHEREAS, the CITY recognizes that chronic homelessness often involves multiple challenges to achieving stable living environments and recognizes the need for effective case management as a tool for providing the most effective and coordinated services to attain stable housing; and

WHEREAS, the RECIPIENT provides services to the homeless population through a housing case manager model wherein the case manager coordinates services provided by a variety of agencies and professionals; and

WHEREAS, on September 24, 2025, City Council approved the City of Melbourne budget, including a grant in the amount of \$100,000 to provide housing case management services to homeless persons located within the CITY, subject to a written agreement with the CITY; and

WHEREAS, in fiscal year 2025, the City provided funds for the Program with Daily Bread, Inc. as the RECIPIENT and direct provider of the services; and

WHEREAS, on August 12, 2025, City Council declared a Critical Community Need for the provision of a housing case manager to assist the chronically homeless population of the City of Melbourne by RECIPIENT.

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

1. **Grant of Funds.** Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all of its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT grant funds in the amount of \$100,000 (the "Funds"), to be used solely for the purpose and disbursed in the manner hereinafter provided. The CITY shall disburse the Funds on a lump-sum basis to the RECIPIENT within forty-five (45) days of the effective date of this Agreement.

The RECIPIENT shall utilize the Funds on or before September 30, 2026. The RECIPIENT agrees to perform the activities set forth below under the terms and conditions set forth in this Agreement.

Any Funds remaining during the CITY's current fiscal year of this Agreement shall not roll over into the CITY's following fiscal year. If CITY's obligation to pay the Funds extends beyond a single fiscal year of the CITY, the continuation of this Agreement shall be subject to both the appropriation and availability of funds in accordance with Florida law.

2. **Activities.** The RECIPIENT represents and warrants that it currently operates a program to assist chronically homeless persons located within the City of Melbourne, Florida, as described on the attached Exhibit A incorporated herein by reference, which program operates a Housing-Focused Street Outreach Services Program and assists homeless persons sleeping in an emergency shelter or sleeping in a place not meant for human habitation such as cars, parks, abandoned buildings, vacant lots and streets/sidewalks (the "Program"). The RECIPIENT represents and covenants that the Program's housing case manager activities include identifying and contacting homeless persons in their homeless environment, assessing their individual challenges contributing to the chronic homelessness, referring them to appropriate services and coordinating and monitoring their on-going treatment in a coordinated effort to transition the person from homelessness to a stable living environment. Currently, the Program staffs six full-time housing case managers who provide program services to homeless persons in the Melbourne area. The purpose of this grant is to subsidize a portion of the Program's case management staffing expenses.

RECIPIENT agrees to utilize the Funds to employ two full-time (40 hours per week) housing case managers to assist homeless persons located within the City of Melbourne consistent with the mission of the Program. The housing case manager shall be an employee of Daily Bread, Inc. operating in a full-time capacity within the scope of the Program. The RECIPIENT shall be responsible for training the case managers of the Program and shall provide technical assistance to ensure that the Program staff have the latest skills and competencies needed to provide effective housing case management services for the Program and its activities within the City of Melbourne.

Funds provided under this Agreement may not be used for political activities, lobbying, fines and penalties, or interest and other financing costs or other unlawful purpose.

3. Reporting.

- a. On a quarterly basis (January, April, July and October), the RECIPIENT shall provide the COMMUNITY DEVELOPMENT DEPARTMENT a quarterly program synopsis identifying outcome data that reflects evidence-based practices, including
 - identifying activities performed in relation to the Program, generally and specifically to the homeless within the City of Melbourne, and
 - providing the number of persons assisted through the Program, generally and specifically to the homeless within the City of Melbourne, and
 - providing the number of assisted persons housed through the Program, generally and specifically to the homeless within the City of Melbourne
- b. The RECIPIENT shall provide to the CITY a copy of its annual financial statement(s) within ninety (90) days of the end of the RECIPIENT'S fiscal year(s) sufficient to show the Funds were spent on the Program toward the intended purpose as set forth in Section 2 above (specifically, employment of a full-time case manager).

4. Retention and audit

- a. The RECIPIENT agrees to maintain adequate supporting documentation to account for the expenditure of Funds under this Agreement, including financial accounts, client demographic records, description of activities or services (including locations, dates and times), other related documents and records for the Program.
- b. Financial records of the RECIPIENT shall be prepared and maintained in accordance with generally accepted accounting practices for non-profit organizations.
- c. The CITY reserves the right to audit the records of RECIPIENT for the activities provided pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after expiration of this Agreement.
- d. If required by CITY, RECIPIENT agrees to submit to an audit by an independent certified public accountant selected by CITY. RECIPIENT shall allow CITY to inspect, examine and review the records of RECIPIENT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.
- e. Any monies finally determined as a result of any financial review or audit, which are misspent or otherwise not spent as provided for this Agreement shall be immediately returned to the CITY.

- 5. Independent contractor.** In performing Activities under this Agreement, RECIPIENT is an independent contractor and its personnel, volunteers and agents, including the housing case managers, shall not act as, nor be agents or employees of the CITY. As an independent contractor, the RECIPIENT will be solely responsible for determining the means and methods for performing the required Activities.

6. **General indemnification.** RECIPIENT shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, or any violation of law, governmental regulation or orders, to the extent caused by (i) RECIPIENT'S breach of any term or provision of this Agreement; or (ii) any negligent or willful acts, errors, or omissions by RECIPIENT, its employees, officers, agents, representatives, subcontractors, case managers, or volunteers in the performance of the Program and this Agreement. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Florida Statutes or otherwise provided.
7. **Insurance.** Except to the extent otherwise approved by the Human Resources Director of the City as the City's risk manager, RECIPIENT shall maintain general liability insurance for the activities of the Program naming the City of Melbourne and each Recipient as an additional insured and general liability coverage amounts shall not be less than \$1,000,000 per occurrence. Said policy may not be canceled or changed without thirty (30) days prior written notice to the CITY.
8. **Notices.** All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by U.S. mail to the parties at the addresses set forth above.
9. **Compliance with Applicable Law.** The RECIPIENT agrees that all acts to be performed by it in connection with this Agreement shall be performed in strict conformity with all applicable federal, state, and local laws and regulations, if any. RECIPIENT shall obtain independent legal advice as needed to ensure its compliance with such applicable laws and regulations, if any.
10. **Nondiscrimination.** The RECIPIENT agrees that it will not unlawfully discriminate against anyone on the basis of age, race, sex, national origin, creed, religion, handicapped status or any other protected class in the fulfillment of this agreement.
11. **Drug Free Workplace.** The RECIPIENT agrees that it will adhere to the drug-free workplace requirement in its normal course of business pursuant to Chapter 287.087, Florida Statutes, and it will require any case manager under the Program to adhere to the drug-free workplace requirement. The RECIPIENT shall provide the City with certification that it and the Program case managers have implemented a drug-free workplace program on a certification form acceptable to the CITY.
12. **Public Entity Crime.** The RECIPIENT affirms that at no time has RECIPIENT, its Board, or to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to §287.133(2)(a), Florida Statutes, and the RECIPIENT recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

13. Assignment. RECIPIENT may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the CITY. This Agreement may be amended only in writing signed by RECIPIENT and CITY and subject to the same degree of formality evidenced in this Agreement.

14. Miscellaneous Provisions.

- a. **Merger, Modification, Waiver.** This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in RECIPIENT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- b. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c. **Third-party Beneficiaries.** No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.
- d. **Disputes.** In case of dispute arising under this Agreement between the parties, the decision of the City Manager of the City of Melbourne shall be final and binding on both parties.
- e. **Applicable Law and Venue; Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the City of Melbourne, Florida. The venue of any legal action to enforce or interpret this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida, and the parties agree to submit to the jurisdiction of that Court. The parties waive trial by jury. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.
- f. **Time.** Time is of the essence in the performance of this Agreement.

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

CITY:

CITY OF MELBOURNE, a Florida municipal corporation.

RECIPIENT:

Daily Bread, Inc., a Florida not-for-profit corporation.

By: _____

Jenni Lamb
City Manager

By: _____


Jeff Njus
Executive Director

(City Seal)

(Corporate Seal)

Attest:

Kevin McKeown, City Clerk

Exhibit A

Description of Recipient's Program

Daily Bread, Inc./Providence Connects is the housing case management provider of Housing-Focused Street Outreach Services as defined within the Providence Place Affordable Housing Project, Revised Agreement, approved by Melbourne City Council on March 11, 2025 which provides supportive housing services to literally homeless persons residing in Melbourne, Florida. These services include:

- **Street Outreach Services** that motivate homeless persons living outdoors who are not currently connected to services to commit to the pursuit of housing and life stability.
- **Assisted Rapid Resolution Services** that empower homeless persons, or persons at imminent risk of homelessness, to self-resolve their situations based on their individualized needs and available resources.
- **Supportive Housing Intervention Services** that assist clients unable to self-resolve their situations to achieve and maintain permanent housing, while concurrently promoting awareness and teaching strategies that reduce the likelihood of a return to homelessness in the future.
- **Housing Navigation Services** that foster a network of local landlords that participate in the program as providers of affordable housing units.
- **Move In Assistance and Furniture** that assist clients with zero or very low income to pay their housing startup costs and furnish their housing units.
- **Temporary Income Supports** that empower clients with zero or very low income to purchase the essentials they need until they have the income and resources to do so.
- **Benefits Services** that help clients with special needs achieve the benefits they are entitled to including Social Security, Medicare, Section 8, and Food Stamps.
- **Employment and Community Reintegration Services** that help clients achieve income growth and a sense of purpose through work.
- **Treatment and Recovery Services** that help clients achieve the physical health, mental health, and substance use treatment they need for long term housing and life stability.

A meeting of the Grants-In-Aid Application Review Committee was held in the City Council Chamber, 900 East Strawbridge Avenue.

1. Call to Order

The meeting was called to order at 2:03 PM by Kevin McKeown.

2. Roll Call

The following committee members were present:

Kevin McKeown, City Clerk, City Clerk's Office
Rebecca Thibert, Assistant to the City Manager, City Manager's Office
Marla Keehn, Management and Budget Officer, Financial Services

3. Public Comments and Application Review

Daily Bread

Jeff Njus, Executive Director, Daily Bread, came forward and spoke on the organization's transition from their Fee Avenue location to multiple Mobile Outreach sites. He commented on a few individuals who did not transition well due to personal challenges and how they tried to overcome their challenges with partner programs and then eventually returned to Daily Bread for services. He discussed key partnerships and how they have been a benefit with the four mobile sites. Also, he discussed the need for funding to secure additional case managers to do more than the basics but really address the problem.

In response to Ms. Thibert, Ms. Keehn confirmed \$100,000 was budgeted for Daily Bread in FY26.

Moved by Thibert/Keehn to recommend approval of Daily Bread's request for \$100,000 in critical community need funding. Motion carried unanimously.

Eau Gallie Arts District

Kathie Elias, Executive Director, Eau Gallie Arts District, came forward and spoke of the organization and its mission. She commented on the last grant request, which was doubled from the average request because of the need for additional marketing dollars to highlight the rapid growth of the Downtown Eau Gallie area. She stated they committed to Council that in the coming years they will continue to decrease the funding request amount until they reach the goal of 30 percent of their budget coming from public funds. She spoke on some ways how the grant request will be utilized.

Rebecca Thibert asked Ms. Elias about any additional requests being made to the City of Melbourne. Ms. Elias replied she did have a discussion with their district representative about the price they are paying for renting the park, but there has been no resolution on that matter and no other requests have been made.

The committee confirmed funding was included in the FY26 Budget. Ms. Keehn referred to their goal of reducing the percentage of public funds in their budget to 30 percent, although it is currently at 49 percent. Ms. Keehn asked how much will their request for next year will be. Ms. Elias replied that it has yet to be finalized but they are increasing fundraising efforts. Ms. Keehn stated she did not vote for this request last year because the historical requests has been \$50,000 and the City of Melbourne had a really tight budget year. She also voiced her concerns that although it has been factored into the budget this year she does not agree it is consistent with core government functions.

Moved by Thibert/McKeown to recommend approving EGAD's request of \$85,000. Motion carried unanimously.

4. Adjournment

Mr. McKeown adjourned the meeting at 2:13 PM

Laura Williams

Laura Williams, Recording Secretary
Finance Administrative Assistant III — October 13, 2025



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.



Melbourne City Council
October 28, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.c.

Subject:

FY 2025-2026 Grant Funding Agreement for Eau Gallie Arts District (EGAD) Main Street.

Background/Consideration:

This is a request for approval of a Funding Agreement between Eau Gallie Arts District (EGAD) Main Street and the City of Melbourne.

On August 12, 2025, City Council determined that EGAD Main Street's request for funding served a critical community need per City Council Policy #10. The funding for operating and administrative costs will allow EGAD Main Street to continue providing a State of Florida designated Main Street Program within the district of Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA). EGAD Main Street operates under Main Street America's "four-point approach" of organization, promotion, design, and economic vitality. The City of Melbourne has provided EGAD Main Street grant funding through the City's General Fund over the previous four fiscal years.

The City funded EGAD Main Street in the amount of \$100,000 last year. EGAD Main Street is requesting continued assistance in funding in the lower amount of \$85,000. The current Fiscal Year (FY) 2026 General Fund Budget includes \$85,000 for EGAD Main Street.

The annual grant agreement requires EGAD Main Street to provide quarterly and annual reports to the City and present them to the Olde Eau Gallie CRA Advisory Committee. At their regular meeting on September 11, 2025, the Olde Eau Gallie Riverfront CRA Advisory Committee made a recommendation to City Council for continuation of the grant agreement in FY 2026 in the amount of \$85,000.

The Grants-in Aid Committee reviewed EGAD Main Street's application at their meeting on October 13, 2025, and made a recommendation to City Council for approval of \$85,000 in funding, to assist with the administrative and operating costs of the organization.

Fiscal/Budget Impact:

Funding in the amount of \$85,000 is available in the FY 2026 adopted budget, account 90100519-582345 - EGAD Main Street Contract.

Requested Action:



Approval of Funding Agreement between the City of Melbourne and the Eau Gallie Arts District Main Street in the amount of \$85,000 for FY 2026 and authorization for the City Manager to execute the agreement.

GRANT FUNDING AGREEMENT

THIS GRANT FUNDING AGREEMENT (this "Agreement"), is entered into this _____ day of _____ 2025, by and between the **CITY OF MELBOURNE**, a Florida municipal corporation (the "CITY"), whose principal address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and **EAU GALLIE ARTS DISTRICT MAIN STREET, INC.**, a Florida not-for-profit corporation (the "RECIPIENT"), whose principal address is 540 Montreal Avenue, Melbourne, Florida 32935.

WHEREAS, RECIPIENT requested funding as a critical community need and on August 12, 2025, City Council determined RECIPIENT's request to be worthy of further evaluation pursuant to City Council Policy 10; and

WHEREAS, the City's Grants-in-Aid Review Committee evaluated the RECIPIENT's request for funding and made a recommendation to the City Manager to grant the funding to RECIPIENT; and

WHEREAS, the RECIPIENT is a not-for-profit corporation that is registered with the State of Florida as a Florida Main Street Community program that supports the business district of the Old Eau Gallie Riverfront CRA District of the CITY; and

WHEREAS, the RECIPIENT's program is organized around the four points of economic vitality, design, promotion and organization and operates pursuant to the Main Street Approach of the Florida Main Street Program toward revitalization of the EGAD District; and

WHEREAS, RECIPIENT has trained staff and additional resources available through the National Trust for Historic Preservation and the Florida Main Street program to assist in revitalization efforts within the EGAD District;

WHEREAS, RECIPIENT represents that RECIPIENT's annual budget reflects administrative and operating expenses that exceed the amount of the grant requested;

WHEREAS, the CITY acknowledges that the donation of municipal funds to a community organization requires that such funds be expended to fulfill a municipal purpose and may require periodic auditing to ensure that such funds will be used only for a municipal purpose; and

WHEREAS, the CITY has determined that providing assistance to not-for-profit organizations for the purpose of revitalizing historic downtowns and encouraging economic development within the City constitutes a valid municipal purpose; and

WHEREAS, the CITY has determined that there is a valid municipal purpose in providing funding to RECIPIENT in support of its program to revitalize the EGAD District;

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

1. Description of Program. RECIPIENT operates the Florida Main Street Community program that supports the EGAD District. RECIPIENT's program is organized around the four points of economic vitality, design, promotion and organization. RECIPIENT represents that its Program performs services assisting in the revitalization efforts of the CITY within the EGAD District as set forth in the RECIPIENT'S grant application (incorporated herein by reference) approved by City Council and including the following:

- Encouraging the development of private funding sources in the EGAD District, including but not limited to the maintenance, promotion, sales of business way-finding signs throughout the retail core;
- Encouraging private property owners in the EGAD District to follow the City's architectural guidelines and City Code;
- Assisting staff with parking supply and management issues within the EGAD District including stakeholder meetings, parking plans and dissemination of information;
- Encouraging private enterprise in the redevelopment efforts within the EGAD District; and
- Working with the City to implement the recommended programs of the Florida Main Street program for the continued improvement of the EGAD District.

(the "Program").

2. Grant of Funds. Subject to the terms and conditions set forth herein and the RECIPIENT'S compliance with all of its obligations hereunder, the CITY hereby agrees to make available to the RECIPIENT grant funds in the amount of \$85,000 (the "Funds"), to be used solely for the purpose and disbursed in the manner hereinafter provided. The CITY shall disburse the Funds on a lump-sum basis to the RECIPIENT within forty-five (45) days of the effective date of this Agreement. The RECIPIENT shall utilize the Funds on or before September 30, 2026.

The RECIPIENT agrees to perform certain activities described as follows:

- (i) Education. RECIPIENT will educate the public about the Program and the City's programs, projects and services and other activities within the EGAD District.
- (ii) Community liaison. RECIPIENT will serve as a community liaison by working with CITY staff to assist in resolving recurring issues related to CITY services and programs. RECIPIENT shall publish online and in print within the EGAD District the contact information identifying the RECIPIENT's representative who will serve in the capacity as community liaison
- (iii) Growth and development. RECIPIENT will foster business growth and development throughout the EGAD District. The RECIPIENT staff shall be thoroughly familiar with businesses, persons, and centers of influence that are directly, or indirectly, involved in the City's Eau Gallie commercial district. The RECIPIENT shall provide advice and information to commercial businesses to

enhance commerce such as, operations, advertising, uniform store hours, special promotional events and similar activities. Such activities shall be reported to the RECIPIENT's membership regularly. Additionally, RECIPIENT will assist in endorsing the Eau Gallie Arts District to potential, future businesses and shall promote the EGAD District to associations of the business community such as the chamber of commerce.

- (iv) Accreditation. One requirement of the national accreditation of the Main Street America program is to demonstrate the program has financial resources to carry out its annual and evolving program of work. RECIPIENT will continue its efforts to increase revenue from memberships, sponsorships and fundraising events throughout the contract year. RECIPIENT shall develop a welcome packet to provide to new businesses, develop a sponsorship program and hold at least two fundraising events per year.
- (v) Leadership and Operations. RECIPIENT shall engage a director to manage the operations and coordinate payment for the normal and customary operating expenses of the Program. In the event of transition, a temporarily assigned board member of the RECIPIENT may serve in this capacity.
- (vi) Retail. RECIPIENT shall provide for holiday lighting for the month of December to encourage retail business in the EGAD District.

(collectively, the "Activities").

3. Reporting.

a. *Quarterly Report.* RECIPIENT shall provide a quarterly program synopsis to the Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee (the "Advisory Committee") for all required activities outlined in Section 2 above. The quarterly report will be submitted to the Advisory Committee each quarter of the contract year (at the Advisory Committee meetings of January, April July and October). If the Advisory Committee does not meet in a month outlined herein, RECIPIENT shall submit the quarterly report at the next scheduled meeting. At a minimum the quarterly report shall demonstrate compliance with the Activities providing the following information:

- (i) Education: Demonstrate maintenance of an active website that identifies educational efforts and describe other educational efforts.
- (ii) Community liaison: Demonstrate publication (online and in print) within the EGAD District of the contact information of the RECIPIENT's representative who will serve in the capacity as community liaison and describe community liaison activities (i.e. resolution efforts).
- (iii) Growth and development: Identify at least one internal meeting that is held open to the general membership of RECIPIENT and provide a copy of the agenda showing discussion of growth and development activities. Identify at least one external meeting of a business organization (i.e. Chamber of Commerce, Rotary Club, etc.) attended on behalf of RECIPIENT and report on outreach efforts at such meeting.
- (iv) Accreditation. Provide a copy of a welcome packet provided to all new businesses in the EGAD District and report on the number of new businesses who received the

packet. Describe the sponsorship program and report on the number of new sponsors.

(v) Leadership. Identify the name of the executive director.

(vi) Retail. Demonstrate preparations for lighting in the month of December.

b. *Annual Report.* The RECIPIENT shall provide the CITY an annual report documenting that the Funds were spent in accordance with Section 2 above. The annual report shall be due no later than October 31, 2026 and will be revised from time to time, if the CITY requests additional information. At a minimum the annual report shall include the following information:

(i) Each quarterly report provided to the Advisory Committee.

(ii) Financial statements detailing RECIPIENT's income, expenses and balance sheet.

(iii) Identify the Activities performed in relation to Program;

(iv) Provide the number of persons assisted through the Activities by reporting on the number of direct contacts made.

(v) Any additional information the CITY requests be included in the annual report.

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

a. Financial records of the RECIPIENT shall be prepared and maintained in accordance with generally accepted accounting practices for non-profit organizations.

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

c. If required by the CITY, the RECIPIENT agrees to submit to an audit by an independent certified public accountant selected by the CITY. The RECIPIENT shall allow the CITY to inspect, examine, and review the records of the RECIPIENT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to the CITY for audit upon reasonable notice.

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

e. Any Funds determined as misspent or otherwise not spent as provided for this Agreement shall be immediately returned to the CITY.

5. Remedies for Non-compliance. If the RECIPIENT fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained herein, then the CITY shall have the right to take one or more of the following actions:

- (i) Recover payments made to the RECIPIENT, including both spent and unspent payments;
- (ii) Deem the RECIPIENT ineligible to receive future grants from the CITY for a period of up to five (5) years; and
- (iii) Take any and all other remedies as may be legally permitted.

In the event of breach of this Agreement by the CITY, the RECIPIENT may only seek specific performance of this Agreement and any recovery shall be limited to the Funds pursuant to this Agreement. In no event shall the CITY be liable to the RECIPIENT for additional compensation, including neither consequential nor incidental costs/damages.

6. Liability. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by the CITY of its sovereign immunity or the provisions of Section 768.28, Fla. Stat. Further, nothing herein shall be construed as consent by the CITY to be sued by third parties in any matter arising out of any contract or this Agreement.

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

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

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

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

11. Drug Free Workplace. The RECIPIENT hereby certifies that it has implemented and complies with a drug-free workplace program, as described in §287.087, Florida Statutes.

12. Public Entity Crime. The RECIPIENT affirms that at no time has RECIPIENT, its board, or to the best of its knowledge, any of its affiliates, been convicted of a Public Entity Crime pursuant to §287.133(2)(a), Florida Statutes, and the RECIPIENT recognizes that such a conviction during the term of this Agreement may result in the termination of this Agreement.

13. Miscellaneous Provisions.

a. Merger, Modification, Waiver. This Agreement contains the entire understanding between the CITY and RECIPIENT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in RECIPIENT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

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

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

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

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

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

g. Independent. The parties agree that RECIPIENT and its personnel and other representatives shall not act as and shall not be agents or employees of the CITY. RECIPIENT shall have complete charge and responsibility for personnel employed by RECIPIENT and other representatives acting on behalf of RECIPIENT.

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

[Signature page follows]

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

CITY:

CITY OF MELBOURNE, a Florida
municipal corporation

By: _____
Jenni Lamb
City Manager

Date: _____

Attest:

Kevin McKeown, City Clerk

RECIPIENT:

**EAU GALLIE ARTS DISTRICT MAIN
STREET, INC.**, a Florida not-for-profit
corporation,

By: _____
Kathie Elias
Executive Director

Date: _____

Statement of Financial Position

Eau Gallie Arts District Main Street Inc

As of December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BofA Checking 2467	92,384.82
FBB Checking	3,079.66
Paypal	329.16
Petty Cash	485.00
WePay	0.00
Total for Bank Accounts	\$96,278.64
Accounts Receivable	
Accounts Receivable	20,884.07
Total for Accounts Receivable	\$20,884.07
Other Current Assets	
Inventory Asset	0.00
Lisa Packard to Repay EGAD (in use)	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$117,162.71
Fixed Assets	
Accumulated depreciation	-3,099.66
Furniture/Equipment	3,099.66
Total for Fixed Assets	\$0.00
Other Assets	
Rent Security Deposit	500.00
Total for Other Assets	\$500.00
Total for Assets	\$117,662.71
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,477.74
Total for Accounts Payable	\$2,477.74
Credit Cards	
0074 FBB Master Card	2,280.60
BoA cc 0216	2,253.29
FBB MC x0016	0.00

Statement of Financial Position

Eau Gallie Arts District Main Street Inc

As of December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	\$4,533.89
Other Current Liabilities	
Florida Department of Revenue Payable	0.00
FL Sales Tax Payable (alternate) (in use)	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$7,011.63
Long-term Liabilities	
SBA Loan x7405 EIDL-Restricted	51,209.61
Total for Long-term Liabilities	\$51,209.61
Total for Liabilities	\$58,221.24
Equity	
Unrestricted Net Assets	68,922.82
Net Income	-9,481.35
Total for Equity	\$59,441.47
Total for Liabilities and Equity	\$117,662.71

Statement of Activity

Eau Gallie Arts District Main Street Inc

October 1-December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Income	
DESIGN	
Anti-Gravity Murals / Tours	10,123.35
Total for DESIGN	\$10,123.35
SPECIAL EVENTS (FUNDRAISING) INCOME	
Application Fees	285.51
Event Admission/Tickets	700.95
Event Vendor Space/Food Trailer	1,381.83
Total for SPECIAL EVENTS (FUNDRAISING) INCOME	\$2,368.29
Total for Income	\$12,491.64
Cost of Goods Sold	
Gross Profit	\$12,491.64
Expenses	
GENERAL OPERATING EXPENSES	
Bank & Credit Card Fees	160.00
Business Licenses	76.88
Dues & Memberships	375.00
Insurance Expenses	537.99
Legal & Professional Fees	600.00
Marketing Expenses	3,179.80
Rent & Utilities	
Rent	1,425.00
Utilities	189.98
Total for Rent & Utilities	\$1,614.98
Software & Online Subscriptions	544.53
Travel Expense	
Meals & Entertainment	40.00
Total for Travel Expense	\$40.00
Total for GENERAL OPERATING EXPENSES	\$7,129.18
PERSONNEL EXPENSES	
Payroll Taxes	860.64
Payroll Wages	11,250.00
Total for PERSONNEL EXPENSES	\$12,110.64
SPECIAL EVENTS (FUNDRAISING) EXPENSES	
Entertainment	600.00
Equipment Rental	335.25
Materials & Supplies	686.70

Statement of Activity

Eau Gallie Arts District Main Street Inc

October 1-December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Permit	1,111.22
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$2,733.17
Total for Expenses	\$21,972.99
Net Operating Income	-\$9,481.35
Other Income	
Other Expenses	
Net Other Income	
Net Income	-\$9,481.35

Statement of Financial Position

Eau Gallie Arts District Main Street Inc

As of March 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BofA Checking 2467	66,056.74
FBB Checking	3,079.66
Paypal	1,407.54
Petty Cash	485.00
WePay	0.00
Total for Bank Accounts	\$71,028.94
Accounts Receivable	
Accounts Receivable	20,884.07
Total for Accounts Receivable	\$20,884.07
Other Current Assets	
Inventory Asset	0.00
Lisa Packard to Repay EGAD (in use)	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$91,913.01
Fixed Assets	
Accumulated depreciation	-3,099.66
Furniture/Equipment	3,099.66
Total for Fixed Assets	\$0.00
Other Assets	
Rent Security Deposit	500.00
Total for Other Assets	\$500.00
Total for Assets	\$92,413.01
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,477.74
Total for Accounts Payable	\$2,477.74
Credit Cards	
0074 FBB Master Card	-8.00
BoA cc 0216	3,294.42
FBB MC x0016	0.00

Statement of Financial Position

Eau Gallie Arts District Main Street Inc

As of March 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	\$3,286.42
Other Current Liabilities	
Florida Department of Revenue Payable	0.00
FL Sales Tax Payable (alternate) (in use)	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$5,764.16
Long-term Liabilities	
SBA Loan x7405 EIDL-Restricted	50,724.00
Total for Long-term Liabilities	\$50,724.00
Total for Liabilities	\$56,488.16
Equity	
Unrestricted Net Assets	68,922.82
Net Income	-32,997.97
Total for Equity	\$35,924.85
Total for Liabilities and Equity	\$92,413.01

Statement of Activity

Eau Gallie Arts District Main Street Inc

January 1-March 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
SPECIAL EVENTS (FUNDRAISING) INCOME	
Application Fees	90.00
Event Admission/Tickets	-570.64
Event Sponsorship	779.85
Event Vendor Space/Food Trailer	1,775.00
Total for SPECIAL EVENTS (FUNDRAISING) INCOME	\$2,074.21
Total for Income	\$2,074.21
Cost of Goods Sold	
Merchant Fees	337.30
Total for Cost of Goods Sold	\$337.30
Gross Profit	\$1,736.91
Expenses	
GENERAL OPERATING EXPENSES	
Bank & Credit Card Fees	94.76
Business Licenses	1,973.85
Dues & Memberships	40.00
Legal & Professional Fees	2,084.74
Marketing Expenses	350.00
Rent & Utilities	
Rent	1,475.00
Total for Rent & Utilities	\$1,475.00
Software & Online Subscriptions	864.22
Travel Expense	
Meals & Entertainment	30.30
Travel Accommodations(Air, Auto, Hotel)	0.00
Total for Travel Expense	\$30.30
Total for GENERAL OPERATING EXPENSES	\$6,912.87
PERSONNEL EXPENSES	
Payroll Processing Fees	233.34
Payroll Taxes	1,004.08
Payroll Wages	13,125.00
Total for PERSONNEL EXPENSES	\$14,362.42
SPECIAL EVENTS (FUNDRAISING) EXPENSES	
Equipment Rental	1,026.50
Event Advertising Expenses	994.74
Event Expenses-Other	526.15
Materials & Supplies	492.74

Statement of Activity

Eau Gallie Arts District Main Street Inc

January 1-March 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Permit	688.72
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$3,728.85
Total for Expenses	\$25,004.14
Net Operating Income	-\$23,267.23
Other Income	
Other Expenses	
Interest Expense	249.39
Total for Other Expenses	\$249.39
Net Other Income	-\$249.39
Net Income	-\$23,516.62

Statement of Financial Position

Eau Gallie Arts District Main Street Inc

As of June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BofA Checking 2467	135,607.21
FBB Checking	3,079.66
Paypal	1,713.40
Petty Cash	485.00
WePay	0.00
Total for Bank Accounts	\$140,885.27
Accounts Receivable	
Accounts Receivable	20,884.07
Total for Accounts Receivable	\$20,884.07
Other Current Assets	
Inventory Asset	0.00
Lisa Packard to Repay EGAD (in use)	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$161,769.34
Fixed Assets	
Accumulated depreciation	-3,099.66
Furniture/Equipment	3,099.66
Total for Fixed Assets	\$0.00
Other Assets	
Rent Security Deposit	500.00
Total for Other Assets	\$500.00
Total for Assets	\$162,269.34
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,477.74
Total for Accounts Payable	\$2,477.74
Credit Cards	
0074 FBB Master Card	-8.00
BoA cc 0216	2,267.46
FBB MC x0016	0.00

Statement of Financial Position

Eau Gallie Arts District Main Street Inc

As of June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	\$2,259.46
Other Current Liabilities	
Florida Department of Revenue Payable	0.00
FL Sales Tax Payable (alternate) (in use)	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$4,737.20
Long-term Liabilities	
SBA Loan x7405 EIDL-Restricted	50,361.04
Total for Long-term Liabilities	\$50,361.04
Total for Liabilities	\$55,098.24
Equity	
Unrestricted Net Assets	68,922.82
Net Income	38,248.28
Total for Equity	\$107,171.10
Total for Liabilities and Equity	\$162,269.34

Statement of Activity
Eau Gallie Arts District Main Street Inc
April 1-June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
DESIGN	
Anti-Gravity Murals / Tours	0.24
Total for DESIGN	\$0.24
GRANTS & CONTRACTS	
Government Support - Local	100,000.00
Total for GRANTS & CONTRACTS	\$100,000.00
SPECIAL EVENTS (FUNDRAISING) INCOME	
Application Fees	60.00
Event Sponsorship	415.00
Event Vendor Space/Food Trailer	360.00
Total for SPECIAL EVENTS (FUNDRAISING) INCOME	\$835.00
Total for Income	\$100,835.24
Cost of Goods Sold	
Merchant Fees	12.56
Total for Cost of Goods Sold	\$12.56
Gross Profit	\$100,822.68
Expenses	
Event Expenses-Other	577.89
Florida Main Street Workshops and Conferences Registration Fees	214.09
GENERAL OPERATING EXPENSES	
Bank & Credit Card Fees	16.37
Dues & Memberships	345.00
Insurance Expenses	223.32
Legal & Professional Fees	4,400.00
Marketing Expenses	1,555.51
Rent & Utilities	
Rent	1,500.00
Total for Rent & Utilities	\$1,500.00
Software & Online Subscriptions	561.79
Travel Expense	
Meals & Entertainment	109.54
Travel Accommodations(Air, Auto, Hotel)	336.16
Total for Travel Expense	\$445.70
Total for GENERAL OPERATING EXPENSES	\$9,047.69
PERSONNEL EXPENSES	
Payroll Processing Fees	155.94
Payroll Taxes	1,019.99
Payroll Wages	13,333.35
Total for PERSONNEL EXPENSES	\$14,509.28

Statement of Activity

Eau Gallie Arts District Main Street Inc

April 1-June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
SPECIAL EVENTS (FUNDRAISING) EXPENSES	
Event Advertising Expenses	2,512.50
Event Expenses-Other	346.00
Materials & Supplies	474.50
Permit	1,277.44
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$4,610.44
Total for Expenses	\$28,959.39
Net Operating Income	\$71,863.29
Other Income	
Other Expenses	
Interest Expense	617.04
Total for Other Expenses	\$617.04
Net Other Income	-\$617.04
Net Income	\$71,246.25

Statement of Financial Position

Eau Gallie Arts District Main Street Inc

As of September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BofA Checking 2467	113,545.26
FBB Checking	3,079.66
Paypal	9.31
Petty Cash	485.00
WePay	0.00
Total for Bank Accounts	\$117,119.23
Accounts Receivable	
Accounts Receivable	20,884.07
Total for Accounts Receivable	\$20,884.07
Other Current Assets	
Inventory Asset	0.00
Lisa Packard to Repay EGAD (in use)	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$138,003.30
Fixed Assets	
Accumulated depreciation	-3,099.66
Furniture/Equipment	3,099.66
Total for Fixed Assets	\$0.00
Other Assets	
Rent Security Deposit	500.00
Total for Other Assets	\$500.00
Total for Assets	\$138,503.30
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,477.74
Total for Accounts Payable	\$2,477.74
Credit Cards	
0074 FBB Master Card	-35.20
BoA cc 0216	2,498.26
FBB MC x0016	0.00

Statement of Financial Position

Eau Gallie Arts District Main Street Inc

As of September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	\$2,463.06
Other Current Liabilities	
Florida Department of Revenue Payable	0.00
FL Sales Tax Payable (alternate) (in use)	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$4,940.80
Long-term Liabilities	
SBA Loan x7405 EIDL-Restricted	49,691.24
Total for Long-term Liabilities	\$49,691.24
Total for Liabilities	\$54,632.04
Equity	
Unrestricted Net Assets	68,922.82
Net Income	14,948.44
Total for Equity	\$83,871.26
Total for Liabilities and Equity	\$138,503.30

Statement of Activity

Eau Gallie Arts District Main Street Inc

July 1-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
SPECIAL EVENTS (FUNDRAISING) INCOME	
Application Fees	20.00
Event Admission/Tickets	10.00
Total for SPECIAL EVENTS (FUNDRAISING) INCOME	\$30.00
Uncategorized Income	1,025.00
Total for Income	\$1,055.00
Cost of Goods Sold	
Merchant Fees	1.38
Total for Cost of Goods Sold	\$1.38
Gross Profit	\$1,053.62
Expenses	
Event Expenses-Other	50.00
GENERAL OPERATING EXPENSES	
Bank & Credit Card Fees	79.20
Insurance Expenses	527.50
Legal & Professional Fees	1,050.00
Marketing Expenses	399.60
Office Supplies	202.06
Rent & Utilities	
Rent	1,000.00
Total for Rent & Utilities	\$1,000.00
Software & Online Subscriptions	407.81
Travel Expense	
Meals & Entertainment	736.73
Travel Accommodations(Air, Auto, Hotel)	1,680.81
Total for Travel Expense	\$2,417.54
Total for GENERAL OPERATING EXPENSES	\$6,083.71
PERSONNEL EXPENSES	
Payroll Processing Fees	170.94
Payroll Taxes	1,051.86
Payroll Wages	13,750.02
Total for PERSONNEL EXPENSES	\$14,972.82
SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$1,500.66
Event Advertising Expenses	533.64
Event Expenses-Other	352.68
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$2,386.98

Statement of Activity

Eau Gallie Arts District Main Street Inc

July 1-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Uncategorized Expense	550.00
Total for Expenses	\$24,043.51
Net Operating Income	-\$22,989.89
Other Income	
Cash Back Rewards	0.25
Total for Other Income	\$0.25
Other Expenses	
Interest Expense	310.20
Total for Other Expenses	\$310.20
Net Other Income	-\$309.95
Net Income	-\$23,299.84

Eau Gallie Arts District Main Street Inc

October 2024 - September 2025

	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sept 2025 Budget	Total
Revenue													
DESIGN													-
Anti-Gravity Murals / Tours		23.35	10,100.00					0.24					10,123.59
Total DESIGN	-	23.35	10,100.00	-	-	-	-	0.24	-	-	-	-	10,123.59
DONATIONS & CONTRIBUTIONS													-
In-Kind Contributions												166.63	166.63
Unrestricted Donations												166.63	166.63
Total DONATIONS & CONTRIBUTIONS	-	-	-	-	-	-	-	-	-	-	-	333.26	333.26
GRANTS & CONTRACTS													-
Foundation Support												833.37	833.37
Government Support - State												833.37	833.37
Government Support - Federal												833.37	833.37
Government Support - Local							100,000.00					8,333.37	108,333.37
Total GRANTS & CONTRACTS	-	-	-	-	-	-	100,000.00	-	-	-	-	10,833.48	110,833.48
SPECIAL EVENTS (FUNDRAISING) INCOME												3,333.37	3,333.37
Application Fees		195.51	90.00	90.00			(10.00)	60.00	10.00		20.00		455.51
Event Admission/Tickets		365.95	335.00	2,274.59	(1,878.60)	(966.63)							130.31
Event Sponsorship				3,009.95	(230.10)	(2,000.00)	415.00					1,291.63	2,486.48
Event Vendor Space/Food Trailer		106.83	1,275.00	450.00	570.00	755.00	310.00	50.00					3,516.83
Total SPECIAL EVENTS (FUNDRAISING) INCOME	-	668.29	1,700.00	5,824.54	(1,538.70)	(2,211.63)	715.00	110.00	10.00	-	20.00	4,625.00	9,922.50
Total Revenue	-	691.64	11,800.00	5,824.54	(1,538.70)	(2,211.63)	100,715.00	110.24	10.00	-	20.00	15,791.74	131,212.83
Cost of Goods Sold													-
Merchant Fees				156.06	179.83	1.41	12.05		0.51		1.38		351.24
Total Cost of Goods Sold	-	-	-	156.06	179.83	1.41	12.05	-	0.51	-	1.38	-	351.24
Gross Profit	-	691.64	11,800.00	5,668.48	(1,718.53)	(2,213.04)	100,702.95	110.24	9.49	-	18.62	15,791.74	130,861.59
Expenditures													-
Channel expenses													-
PayPal expense												12.50	12.50
Total Channel expenses	-	-	-	-	-	-	-	-	-	-	-	12.50	12.50
Event Expenses-Other								577.89					577.89
Florida Main Street Workshops and Conferences													
Registration Fees									214.09			41.63	255.72
GENERAL OPERATING EXPENSES													-

	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sept 2025 Budget	Total
Bank & Credit Card Fees	88.78	0.42	70.80		112.44	(17.68)	10.55	5.82		78.51			349.64
Business Licenses		76.88		470.00	250.00	1,253.85							2,050.73
Contracted Services (General)												1,666.63	1,666.63
Dues & Memberships	375.00			40.00			345.00					41.63	801.63
Insurance Expenses			537.99				223.32			527.50		135.38	1,424.19
Legal & Professional Fees	350.00		250.00		1,754.74	330.00	1,200.00	2,850.00	350.00	350.00	350.00	666.63	8,451.37
Marketing Expenses	866.80	2,259.00	54.00	350.00			300.00		1,255.51	100.00		1,666.63	6,851.94
Office Supplies												83.37	83.37
Postage/PO Box												16.25	16.25
Professional Development												51.25	51.25
Rent & Utilities													-
Rent	475.00	475.00	475.00	475.00	500.00	500.00	500.00	500.00	500.00			483.37	4,883.37
Utilities	189.98											137.50	327.48
Total Rent & Utilities	664.98	475.00	475.00	475.00	500.00	500.00	500.00	500.00	500.00	-	-	620.87	5,210.85
Software & Online Subscriptions	127.52	155.76	261.25	220.83	466.34	177.05	150.31	161.79	249.69	28.74		166.63	2,165.91
Travel Expense										10.00		666.63	676.63
Meals & Entertainment		40.00		30.30				105.26	4.28	56.09			235.93
Travel Accommodations(Air, Auto, Hotel)						-		336.16		8.95			345.11
Total Travel Expense	-	40.00	-	30.30	-	-	-	441.42	4.28	75.04	-	666.63	1,257.67
Total GENERAL OPERATING EXPENSES	2,473.08	3,007.06	1,649.04	1,586.13	3,083.52	2,243.22	2,729.18	3,959.03	2,359.48	1,159.79	350.00	5,781.90	30,381.43
PERSONNEL EXPENSES													-
Payroll Processing Fees				129.38	51.98	51.98	51.98	51.98	51.98	54.98	57.98		502.24
Payroll Taxes	286.88	286.88	286.88	430.32	286.88	286.88	318.75	350.62	350.62	350.62	350.62	369.00	3,954.95
Payroll Wages	3,750.00	3,750.00	3,750.00	5,625.00	3,750.00	3,750.00	4,166.67	4,583.34	4,583.34	4,583.34	4,583.34	4,583.00	51,458.03
Total PERSONNEL EXPENSES	4,036.88	4,036.88	4,036.88	6,184.70	4,088.86	4,088.86	4,537.40	4,985.94	4,985.94	4,988.94	4,991.94	4,952.00	55,915.22
Repairs & Maintenance												8.37	8.37
SPECIAL EVENTS (FUNDRAISING) EXPENSES												2,083.37	2,083.37
Contracted Services (Events)												1,666.63	1,666.63
Entertainment			600.00										600.00
Equipment Rental			335.25	651.25	375.25								1,361.75
Event Advertising Expenses				897.84	85.35	11.55			2,512.50	19.67			3,526.91
Event Expenses-Other					243.93	282.22		250.00	96.00	250.00			1,122.15
Materials & Supplies	640.41	5.00	41.29		492.74		99.25	375.25					1,653.94
Permit	450.00		661.22		638.72	50.00	1,277.44						3,077.38
Total SPECIAL EVENTS (FUNDRAISING) EXPENSES	1,090.41	5.00	1,637.76	1,549.09	1,835.99	343.77	1,376.69	625.25	2,608.50	269.67	-	3,750.00	15,092.13
Total Expenditures	7,600.37	7,048.94	7,323.68	9,319.92	9,008.37	6,675.85	8,643.27	10,148.11	10,168.01	6,418.40	5,341.94	14,546.40	102,243.26

	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sept 2025 Budget	Total
Net Operating Revenue	(7,600.37)	(6,357.30)	4,476.32	(3,651.44)	(10,726.90)	(8,888.89)	92,059.68	(10,037.87)	(10,158.52)	(6,418.40)	(5,323.32)	1,245.34	28,618.33
Other Expenditures													-
Interest Expense						249.39		245.00	434.25	65.20	490.00	245.00	1,728.84
Total Other Expenditures	-	-	-	-	-	249.39	-	245.00	434.25	65.20	490.00	245.00	1,728.84
Net Other Revenue	-	-	-	-	-	(249.39)	-	(245.00)	(434.25)	(65.20)	(490.00)	(245.00)	(1,728.84)
Net Revenue	(7,600.37)	(6,357.30)	4,476.32	(3,651.44)	(10,726.90)	(9,138.28)	92,059.68	(10,282.87)	(10,592.77)	(6,483.60)	(5,813.32)	1,000.34	26,889.49

A meeting of the Grants-In-Aid Application Review Committee was held in the City Council Chamber, 900 East Strawbridge Avenue.

1. Call to Order

The meeting was called to order at 2:03 PM by Kevin McKeown.

2. Roll Call

The following committee members were present:

Kevin McKeown, City Clerk, City Clerk's Office
Rebecca Thibert, Assistant to the City Manager, City Manager's Office
Marla Keehn, Management and Budget Officer, Financial Services

3. Public Comments and Application Review

Daily Bread

Jeff Njus, Executive Director, Daily Bread, came forward and spoke on the organization's transition from their Fee Avenue location to multiple Mobile Outreach sites. He commented on a few individuals who did not transition well due to personal challenges and how they tried to overcome their challenges with partner programs and then eventually returned to Daily Bread for services. He discussed key partnerships and how they have been a benefit with the four mobile sites. Also, he discussed the need for funding to secure additional case managers to do more than the basics but really address the problem.

In response to Ms. Thibert, Ms. Keehn confirmed \$100,000 was budgeted for Daily Bread in FY26.

Moved by Thibert/Keehn to recommend approval of Daily Bread's request for \$100,000 in critical community need funding. Motion carried unanimously.

Eau Gallie Arts District

Kathie Elias, Executive Director, Eau Gallie Arts District, came forward and spoke of the organization and its mission. She commented on the last grant request, which was doubled from the average request because of the need for additional marketing dollars to highlight the rapid growth of the Downtown Eau Gallie area. She stated they committed to Council that in the coming years they will continue to decrease the funding request amount until they reach the goal of 30 percent of their budget coming from public funds. She spoke on some ways how the grant request will be utilized.

Rebecca Thibert asked Ms. Elias about any additional requests being made to the City of Melbourne. Ms. Elias replied she did have a discussion with their district representative about the price they are paying for renting the park, but there has been no resolution on that matter and no other requests have been made.

The committee confirmed funding was included in the FY26 Budget. Ms. Keehn referred to their goal of reducing the percentage of public funds in their budget to 30 percent, although it is currently at 49 percent. Ms. Keehn asked how much will their request for next year will be. Ms. Elias replied that it has yet to be finalized but they are increasing fundraising efforts. Ms. Keehn stated she did not vote for this request last year because the historical requests has been \$50,000 and the City of Melbourne had a really tight budget year. She also voiced her concerns that although it has been factored into the budget this year she does not agree it is consistent with core government functions.

Moved by Thibert/McKeown to recommend approving EGAD's request of \$85,000. Motion carried unanimously.

4. Adjournment

Mr. McKeown adjourned the meeting at 2:13 PM

Laura Williams

Laura Williams, Recording Secretary
Finance Administrative Assistant III — October 13, 2025



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



Eau Gallie Arts District (EGAD) Main Street

Annual Activity Report Summary – Fiscal Year 2025

(October 1, 2024 – September 30, 2025)

Overview

The Eau Gallie Arts District (EGAD) Main Street program continued its mission to preserve, promote, and revitalize the Eau Gallie area through creative placemaking, arts programming, and economic development. FY 2025 was marked by organizational stabilization, expanded community events, and strategic growth in cultural programming.

Organizational Progress

Implemented committee-level work plans for Economic Vitality, Promotions, Design, and Organization, ensuring focused and measurable progress.

Revised EGAD's bylaws (Article 4 and 5) to improve board governance and formalized a partnership model between the Executive Committee and standing committees.

Hosted a comprehensive Board Retreat to align vision, update priorities, and strengthen partnerships with the City of Melbourne.

Maintained compliance with all municipal requirements under the FY 2024–2025 City grant agreement, with transparent reporting and consistent communication.

Arts & Cultural Programming

Mural Tours Relaunch: Reintroduced guided mural tours on the third Saturday of each month (October–May), offering two morning sessions and docent-led storytelling that highlight Eau Gallie's creative identity.

First Fridays: Strengthen First Fridays by partnering with businesses to establish a more robust offer to the public showcasing live performances and broadening the marketing of the event.

Third Sunday Stroll: Partnered with Thrive Local for a monthly morning event featuring vendors , live music to draw visitors and stimulate local business activity.

Second Saturday Market: Continued partnership with local vendors to anchor weekend commerce and creative exchange.

Halloween in the District: Partnered with Verdi Eco School for a district-wide celebration including hayrides, trick-or-treating, costume contest, and a community movie screening.

Deck the District: Year-end celebration combining seasonal decorations, markets, and community gatherings that concluded the fiscal year.

Business & Economic Vitality

Distributed merchant participation kits and outreach letters encouraging storefront creativity, extended hours, and themed in-store activities.

Updated the EGAD Business Directory to improve visibility and support for district enterprises.

Strengthened ties with new and existing business owners to foster a unified approach to district branding and customer experience.

Marketing & Public Engagement

Expanded EGAD's digital footprint through consistent updates to egadlife.com, social media engagement, and targeted email newsletters.

Implemented safe payment communications and fraud-prevention messaging to protect artists and vendors.

Utilized Florida Main Street and regional partnerships to amplify artist calls, event promotions, and public information campaigns.

Community Impact

Over a dozen public events hosted or co-hosted. Including public meetings to update the public on EGAD's reach and impact.

Hundreds of local artists and small businesses engaged through exhibitions, festivals, and markets.

Residents and visitors participated in EGAD programs, contributing to increased foot traffic and community visibility.

Strong partnership maintained with the City of Melbourne and community stakeholders, reinforcing EGAD's role as a key cultural and economic driver in the region.

Received recognition by the Florida Department of State for the organization's 15 year anniversary.

An estimated 2,000 visitors were impacted by EGAD's activities.

Contact:

Eau Gallie Arts District Main Street, Inc.

HQ@EGADLIFE.COM



2025-2026 Grants-in-Aid Application Checklist

Use this checklist as a tool to ensure all required documents are submitted with your application.

Applications must satisfy all of the following eligibility criteria in order to be considered. The Review Committee will use this checklist to determine if an application is complete and eligible for further consideration.

- ☐ Use a standard typeface of 11 points or larger in every document submitted.
- ☐ Do not use staples, binders, or covers (paperclips or binder clips suggested).

The following documents MUST be included in your grant application package.

- ☐ Grant Application
- ☐ List of Organization's Board Members
- ☐ Organizational Chart
- ☐ Copy of Document Certifying Federal Tax-Exempt Status
- ☐ Project Budget
- ☐ Copy of Organization's most recent complete fiscal year financial statement including balance sheet, income statement, and profit & loss.
- ☐ The original Grant Application package, along with 3 copies, must be received.

Deliver application packages to the following address either by mail or in-person:

City of Melbourne
Financial Services Department
Attn: Grants-in-Aid Coordinator
900 E. Strawbridge Avenue
Melbourne, FL 32901



2025-2026 Grants-In-Aid Application

AGENCY: Eau Gallie Arts District Main Street Inc.

PROJECT/PROGRAM NAME: EGAD General Funding

ADDRESS: 540 Montreal Ave Suite 206, Melbourne FL 32935

CONTACT: Kathie Elias PHONE: 772-218-1267

E-MAIL ADDRESS: hq@egadlife.com WEBSITE: egadlife.com

(This person will receive notifications regarding grant decisions and reporting requirements)

WHO PREPARED THIS APPLICATION Kathie Elias PHONE? 772-218-1267

FEDERAL TAX ID NUMBER: 274452674 DATE AGENCY ESTABLISHED: 2010

AMOUNT OF FUNDING REQUEST: 85,000 USD

1. Is this your first grant application to the City of Melbourne? ☐ YES ☒ NO
2. Has your organization received grants-in-aid funding from the City of Melbourne in the past?
☒ YES ☐ NO
3. Please provide your agency's core mission statement.

To nurture, inspire, and empower the strategic and sustainable revitalization of the District as a creative place to live and work as well as a centerpiece for arts and culture in Brevard.

4. Is this grant request for a new program, or continuation of an existing program?
Continuation of general operations

5. Please describe the program or project and explain how your program will benefit the citizens of Melbourne.

Established in 2010, EGAD is an accredited Florida Main Street program under the National Trust for Historic Preservation. EGAD's mission is executed through a four-pronged approach using the Main Street Four Point Approach®:

1. Design Committee: Focuses on creating a safe, inviting environment while preserving the district's historic character.
2. Organization Committee: Builds internal capacity and external stakeholder partnerships.
3. Promotions Committee: Increases traffic to the district through engaging events and strategic marketing.
4. Economic Vitality Committee: Supports business attraction, retention, and economic diversification.

Key Community Benefits:

- Economic Impact: Over 3 million in combined reinvestments.
- Cultural Enrichment: Over 30 murals installed in the Outdoor Museum, attracting thousands of visitors.
- Employment Growth: 45 new businesses and 300 new employees through out the last two fiscal years
- Volunteer Engagement: 16,000+ hours devoted to community initiatives.
- Tourism Boost: Recognized as one of Brevard County's top 12 places to visit; Secretary of State Award Sunshine Booster, 15 year recognition award from the Department of State

6. What is the **project's** total budget? \$173,000
Please explain how you will use City funds towards your project.

The \$85,000 in City funds will be applied directly to the core operations and programming of Eau Gallie Arts District Main Street, Inc. (EGAD)t. These funds ensure that EGAD can continue its accredited Main Street America work under the four-point approach of **Economic Vitality, Design, Promotion, and Organization**, while leveraging private investment and additional grants to multiply the City's impact.

Specifically, City funds will be used to:

1. **Leadership & Operations** – Support the salary and payroll taxes for EGAD's Executive Director, ensuring dedicated professional leadership to manage district operations, coordinate volunteers, and deliver compliance, reporting, and grant oversight.
2. **Community Liaison & Education** – Provide staffing and resources to serve as a liaison between businesses, residents, and the City. This includes maintaining EGAD's website and communications, publishing contact information, distributing educational materials on City programs and codes, and assisting with recurring service or parking issues in the district.
3. **Economic Vitality & Growth** – Foster business retention, recruitment, and growth through stakeholder meetings, development of welcome packets for new businesses, sponsorship program development, and coordination of at least two fundraising events. City funds ensure that EGAD can continue to advise businesses on operations, advertising, uniform store hours, and promotional activities.
4. **Promotion & Special Events** – Underwrite the planning and delivery of signature community events and placemaking activities that draw residents and visitors to the district, thereby strengthening commerce and the tax base. City support enables EGAD to contract necessary event services (security, staging, entertainment), expand marketing, and secure sponsorships.
5. **Design & Retail Environment** – Provide for holiday lighting in December to support the retail environment and attract shoppers during the highest-traffic season. Funds also help EGAD encourage property owners to follow architectural guidelines and contribute to the district's cohesive, walkable character.
6. **Accreditation & Accountability** – Demonstrate the financial stability required for EGAD to remain an accredited Main Street America program. City funds enable us to prepare quarterly reports to the Olde Eau Gallie Riverfront CRA Advisory Committee, annual reports to the City, and full financial documentation to ensure transparency and accountability.

In total, the City's investment of **\$85,000** represents approximately **49% of EGAD's \$173,088 annual operating budget**. The remaining balance is secured through special events, sponsorships, foundation grants, and private donations. This funding is essential to leverage additional resources, sustain EGAD's programs, and fulfill the City's vision for a vibrant, economically vital Eau Gallie Arts District.

7. What is your organization's total annual budget? \$173,000
 (List the total budget for the local chapter if it is a widespread organization.)

Expenses

Category	Amount	Narrative Justification
Personnel – Administrative	\$55,000	Provides salary support for core administrative staff responsible for program coordination, grant compliance, financial oversight, and community engagement. Personnel are essential for managing daily operations and delivering on program commitments.
Payroll Taxes (7.65% FICA/Medicare)	\$4,208	Federal payroll taxes required for employees. Ensures compliance with federal regulations and supports lawful employment practices.
Accounting	\$8,000	Professional accounting services provide accurate financial reporting, audit readiness, and compliance with nonprofit and grant requirements.
Marketing	\$20,000	Funds outreach, advertising, and public relations campaigns to increase visibility, drive community participation, and expand donor/sponsor engagement. Includes digital, print, and social media strategies.
Florida Main Street Workshops & Conferences	\$500	Registration fees for staff/board to attend Florida Main Street professional training. Builds organizational capacity and ensures

		alignment with statewide standards. Training and development opportunities for staff and volunteers to strengthen leadership, fundraising, and
Professional Development	\$615	community-building skills. Provides a physical base of operations for administration, community meetings, and
Office Rental	\$5,800	volunteer coordination. Liability and property insurance protect the organization, events, and staff from unforeseen risks and ensure compliance
Insurances	\$1,625	with city and state requirements. Required repayment of SBA EIDL loan to maintain good financial standing and
SBA Loan Repayment (Restricted)	\$2,940	creditworthiness. Restricted obligation. General supplies (printing, stationery, technology-related needs) to support program delivery and administrative
Office Supplies	\$1,000	work. Transaction fees for processing online donations, event registrations, and ticket sales. Enables accessible donor
PayPal/Banking Fees	\$150	contributions. Eliminated to conserve resources (communications managed electronically
Postal Services	\$0	where possible). Basic upkeep of office equipment and workspace to ensure safe and effective
Repairs & Maintenance	\$100	operations. Travel support for conferences, workshops, and partnership-building events that expand capacity, bring best practices, and represent the district
Travel/Lodging/Meals	\$5,000	regionally. Software and service subscriptions (CRM,
Subscriptions	\$2,000	design tools, cloud storage, etc.)

			necessary for efficient operations and data management.
Special Events (Programming & Community Engagement)	\$25,000		Direct expenses for flagship community events that attract visitors, foster economic vitality, and enhance cultural life in the district.
Contracted Services (Events)	\$20,000		Payments to vendors, production teams, and professional services required to stage events (sound, staging, security, etc.).
Contracted Services (General)	\$20,000		Consultants and contractors providing technical assistance, design, planning, and specialized expertise beyond staff capacity.
Licenses & Permits (Operational)	\$1,650		City and state permits required for operations, events, and compliance with public safety regulations.
Dues & Memberships	\$500		Membership fees for professional associations (e.g., Main Street America, local chambers). Ensures access to resources, advocacy, and networks.
Interest Expense	\$0		Eliminated in order to prioritize program-focused expenses.
TOTAL EXPENSES: \$173,088			
Revenue			
	Source	Amount	Narrative Justification
Investors Program (Unrestricted Donations)		\$5,000	Individual donor contributions supporting unrestricted operations, providing flexibility for core needs.
Special Events (Fundraisers)		\$50,000	Revenue from ticket sales, vendor fees, and fundraising activities connected to annual and seasonal events.
Sponsorships		\$15,500	Sponsorship commitments from local businesses and organizations to

		underwrite programming and increase brand alignment with the district. Not projected, but remains an area for future growth.
Corporate Contributions	\$0	Federal grant or appropriation support tied to programmatic initiatives and economic development.
Government Support – Federal	\$10,000	State-level funding supporting community revitalization, cultural programming, and economic vitality.
Government Support – State	\$10,000	Local government grant providing substantial investment in district operations, cultural programs, and economic growth.
Government Grant – Local	\$85,000	Foundation grants supporting arts, culture, and community development initiatives.
Foundation Support	\$10,000	
Other Income	\$0	None projected for this year.
Applicant Cash	\$0	No applicant cash contribution projected.
		Volunteer hours, donated goods, and professional services provided by community partners.
In-Kind Contributions	\$2,000	

8. Please list the main funding source for your organization.
Fundraising and Government Support

9. What percentage of your organization's entire total annual budget comes from **private** (non-governmental) donations? 47.7%

a. Please list all private funding sources and amounts.

Investors Program (unrestricted donations): **\$5,000**

Special Events (fundraisers): **\$50,000**

Sponsorships: **\$15,500**

Foundation Support: **\$10,000**

In-Kind Contributions: **\$2,000**

10. What percentage of your organization's entire total annual budget comes from **public** (governmental) donations? 60.7%

- a. Please list all public funding sources and amounts.

Government Support – Federal: **\$10,000**

Government Support – State: **\$10,000**

Government Grant – Local (City): **\$85,000**

11. Have you seen growth in your funding sources over the past year? xYES ___NO

- a. If yes, how much? From what type of sources?
Local Government support

12. Will this grant satisfy a matching grant requirement, or leverage funding from another grantor? ____YES ?xNO

a. If yes list the name of the grantor, the grant program and the amount of the grant.

13. Please list any grants or subsidies your organization received from the City of Melbourne in 2024 or 2025. (Please include cash contributions, rent, utilities, or other program subsidies.)

Year	Amount	Description of Grant or Subsidy
2024	\$50,000	Grant in Aid City of Melbourne
2025	\$100,000	Grant in Aid City of Melbourne

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

Methods of Evaluation	Indicators of Success
<i>Tracking Attendance (Sample answer)</i>	<i>100 Attendees Per Session (Sample answer)</i>
New commercial development	2-3
New businesses in Eau Gallie	3-5
New private funds raised	10,000-20,000
New grants acquired	1-2 new grants

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

Name of Partner	Activity/Service They Provide for This Project
<i>ABC Dance Club (Sample answer)</i>	<i>Free Use of Dance Hall (Sample answer)</i>
Verdi Eco School	Shared promotion-marketing expenses, free use of venue for Halloween in the District event
WFIT	PSA
City of Melbourne	Facilitate and promote use of district assets
Florida Main Street	Facilitate design, economic vitality & visits to EGAD

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

	# of residents served by your <u>program</u> In fiscal year 2025	# of residents served by your <u>agency</u> In fiscal year 2025	Projected # of residents your <u>program</u> will serve in fiscal year 2026	Projected # of residents your <u>agency</u> will serve in fiscal year 2026
City of Melbourne	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Outside City Limits	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Total Served				

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

EGAD Main Street organization has successfully advanced the interests of the Eau Gallie Arts District for more than a decade. Over the past two years, EGAD has experienced exponential growth, propelling the district toward unprecedented success and visibility. This growth has not only energized our community but also underscored the critical need for a robust infrastructure to sustain and expand our impact.

This year, EGAD is requesting \$85,000 in funding from the City of Melbourne. This increased request reflects the substantial growth we have achieved and the corresponding resources required to support and sustain our initiatives. If the City were to not meet us at our current request, the district's growth will be severely stunted, threatening the advancements we have worked so hard to achieve. Furthermore, our ability to design, develop, and maintain an infrastructure capable of supporting this progress will be significantly hindered.

Moreover, limited funding would adversely impact EGAD's ability to partner with other local nonprofits. These partnerships have allowed EGAD to become deeply embedded in an ecosystem of symbiotic relationships, fostering collaboration and shared success across the community. Without adequate funding, EGAD risks being isolated and unable to fully participate in this thriving network, reducing the overall efficacy of our efforts.

Thanks to the City of Melbourne's grant last fiscal year, EGAD continued championing the redevelopment vision while preserving Eau Gallie's unique legacy. This funding enabled us to engage investors, merchants, and residents, fostering renewed interest and participation in the district's initiatives. However, EGAD is still recovering from the pandemic and the loss of its primary funding source, the Eau Gallie CRA. As we rebuild and expand, the City's continued and increased support is essential.

At this critical juncture, EGAD stands ready to unlock the district's full potential and deliver even greater benefits to the community. However, without the City's support, it will be impossible to continue operating the decade-long program that has been instrumental in transforming Eau Gallie into a vibrant and thriving arts district.

Signatures:

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

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

Anna Marron

Print Name

Anna Marron

Signature

Chair

Title (Board President or Designee)

10/1/25

Date

Kathie Elias

Print Name

[Signature]

Signature

Executive Director

Title (Executive Director/CEO or Designee)

09/30/2025

Date



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8016002951C-9	09/24/2022	09/30/2027	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

EAU GALLIE ART DISTRICT MAIN STREET INC
540 MONTREAL AVE
MELBOURNE FL 32935-7007

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

EAU GALLIE ARTS DISTRICT ORGANIZATIONAL CHART:

- ANNA MARRON, CHAIR
- KELLY DELMONICO, VICE CHAIR
- JENISSA GARCÍA, SECRETARY
- TISHA HILL, TREASURER, ORGANIZATION COMMITTEE CHAIR
- DEREK GORES, DESIGN COMMITTEE CHAIR
- JOHN VERDI, ECONOMIC VITALITY CHAIR
- KEITH SCHACHTER, DIRECTOR
- KELLY SWARTZ, DIRECTOR
- LARRY JARNS, DIRECTOR
- LUKE HENNING, DIRECTOR
- KATE COLE, DIRECTOR
- KATHIE ELÍAS, EXECUTIVE DIRECTOR

Eau Gallie Arts District (EGAD) Main Street

Annual Activity Report Summary – Fiscal Year 2025

(October 1, 2024 – September 30, 2025)

Overview

The Eau Gallie Arts District (EGAD) Main Street program continued its mission to preserve, promote, and revitalize the Eau Gallie area through creative placemaking, arts programming, and economic development. FY 2025 was marked by organizational stabilization, expanded community events, and strategic growth in cultural programming.

Organizational Progress

Implemented committee-level work plans for Economic Vitality, Promotions, Design, and Organization, ensuring focused and measurable progress.

Revised EGAD's bylaws (Article 4 and 5) to improve board governance and formalized a partnership model between the Executive Committee and standing committees.

Hosted a comprehensive Board Retreat to align vision, update priorities, and strengthen partnerships with the City of Melbourne.

Maintained compliance with all municipal requirements under the FY 2024–2025 City grant agreement, with transparent reporting and consistent communication.

Arts & Cultural Programming

Mural Tours Relaunch: Reintroduced guided mural tours on the third Saturday of each month (October–May), offering two morning sessions and docent-led storytelling that highlight Eau Gallie's creative identity.

First Fridays: Strengthen First Fridays by partnering with businesses to establish a more robust offer to the public showcasing live performances and broadening the marketing of the event.

Third Sunday Stroll: Partnered with Thrive Local for a monthly morning event featuring vendors, live music to draw visitors and stimulate local business activity.

Second Saturday Market: Continued partnership with local vendors to anchor weekend commerce and creative exchange.

Halloween in the District: Partnered with Verdi Eco School for a district-wide celebration including hayrides, trick-or-treating, costume contest, and a community movie screening.

Deck the District: Year-end celebration combining seasonal decorations, markets, and community gatherings that concluded the fiscal year.

Business & Economic Vitality

Distributed merchant participation kits and outreach letters encouraging storefront creativity, extended hours, and themed in-store activities.

Updated the EGAD Business Directory to improve visibility and support for district enterprises.

Strengthened ties with new and existing business owners to foster a unified approach to district branding and customer experience.

Marketing & Public Engagement

Expanded EGAD's digital footprint through consistent updates to egadlife.com, social media engagement, and targeted email newsletters.

Implemented safe payment communications and fraud-prevention messaging to protect artists and vendors.

Utilized Florida Main Street and regional partnerships to amplify artist calls, event promotions, and public information campaigns.

Community Impact

Over a dozen public events hosted or co-hosted. Including public meetings to update the public on EGAD's reach and impact.

Hundreds of local artists and small businesses engaged through exhibitions, festivals, and markets.

Residents and visitors participated in EGAD programs, contributing to increased foot traffic and community visibility.

Strong partnership maintained with the City of Melbourne and community stakeholders, reinforcing EGAD's role as a key cultural and economic driver in the region.

Received recognition by the Florida Department of State for the organization's 15 year anniversary.

An estimated 2,000 visitors were impacted by EGAD's activities.

Contact:

Eau Gallie Arts District Main Street, Inc.
HQ@EGADLIFE.COM

Statement of Financial Position
Eau Gallie Arts District Main Street Inc
As of December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BoFA Checking 2467	92,384.82
FBB Checking	3,079.66
Paypal	329.16
Petty Cash	485.00
WePay	0.00
Total for Bank Accounts	\$96,278.64
Accounts Receivable	
Accounts Receivable	20,884.07
Total for Accounts Receivable	\$20,884.07
Other Current Assets	
Inventory Asset	0.00
Lisa Packard to Repay EGAD (in use)	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$117,162.71
Fixed Assets	
Accumulated depreciation	-3,099.66
Furniture/Equipment	3,099.66
Total for Fixed Assets	\$0.00
Other Assets	
Rent Security Deposit	500.00
Total for Other Assets	\$500.00
Total for Assets	\$117,662.71
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,477.74
Total for Accounts Payable	\$2,477.74
Credit Cards	
0074 FBB Master Card	2,280.60
BoA cc 0216	2,253.29
FBB MC x0016	0.00

Statement of Financial Position
Eau Gallie Arts District Main Street Inc
As of December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	\$4,533.89
Other Current Liabilities	
Florida Department of Revenue Payable	0.00
FL Sales Tax Payable (alternate) (in use)	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$7,011.63
Long-term Liabilities	
SBA Loan x7405 EIDL-Restricted	51,209.61
Total for Long-term Liabilities	\$51,209.61
Total for Liabilities	\$58,221.24
Equity	
Unrestricted Net Assets	68,922.82
Net Income	-9,481.35
Total for Equity	\$59,441.47
Total for Liabilities and Equity	\$117,662.71

Statement of Activity
Eau Gallie Arts District Main Street Inc
October 1-December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Income	
DESIGN	
Anti-Gravity Murals / Tours	10,123.35
Total for DESIGN	\$10,123.35
SPECIAL EVENTS (FUNDRAISING) INCOME	
Application Fees	285.51
Event Admission/Tickets	700.95
Event Vendor Space/Food Trailer	1,381.83
Total for SPECIAL EVENTS (FUNDRAISING) INCOME	\$2,368.29
Total for Income	\$12,491.64
Cost of Goods Sold	
Gross Profit	\$12,491.64
Expenses	
GENERAL OPERATING EXPENSES	
Bank & Credit Card Fees	160.00
Business Licenses	76.88
Dues & Memberships	375.00
Insurance Expenses	537.99
Legal & Professional Fees	600.00
Marketing Expenses	3,179.80
Rent & Utilities	
Rent	1,425.00
Utilities	189.98
Total for Rent & Utilities	\$1,614.98
Software & Online Subscriptions	544.53
Travel Expense	
Meals & Entertainment	40.00
Total for Travel Expense	\$40.00
Total for GENERAL OPERATING EXPENSES	\$7,129.18
PERSONNEL EXPENSES	
Payroll Taxes	860.64
Payroll Wages	11,250.00
Total for PERSONNEL EXPENSES	\$12,110.64
SPECIAL EVENTS (FUNDRAISING) EXPENSES	
Entertainment	600.00
Equipment Rental	335.25
Materials & Supplies	686.70

Statement of Activity
Eau Gallie Arts District Main Street Inc
October 1-December 31, 2024

DISTRIBUTION ACCOUNT	TOTAL
Permit	1,111.22
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$2,733.17
Total for Expenses	\$21,972.99
Net Operating Income	-\$9,481.35
Other Income	
Other Expenses	
Net Other Income	
Net Income	-\$9,481.35

Statement of Financial Position
Eau Gallie Arts District Main Street Inc
As of March 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BoFA Checking 2467	66,056.74
FBB Checking	3,079.66
Paypal	1,407.54
Petty Cash	485.00
WePay	0.00
Total for Bank Accounts	\$71,028.94
Accounts Receivable	
Accounts Receivable	20,884.07
Total for Accounts Receivable	\$20,884.07
Other Current Assets	
Inventory Asset	0.00
Lisa Packard to Repay EGAD (in use)	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$91,913.01
Fixed Assets	
Accumulated depreciation	-3,099.66
Furniture/Equipment	3,099.66
Total for Fixed Assets	\$0.00
Other Assets	
Rent Security Deposit	500.00
Total for Other Assets	\$500.00
Total for Assets	\$92,413.01
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,477.74
Total for Accounts Payable	\$2,477.74
Credit Cards	
0074 FBB Master Card	-8.00
BoA cc 0216	3,294.42
FBB MC x0016	0.00

Statement of Financial Position
Eau Gallie Arts District Main Street Inc
As of March 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	\$3,286.42
Other Current Liabilities	
Florida Department of Revenue Payable	0.00
FL Sales Tax Payable (alternate) (in use)	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$5,764.16
Long-term Liabilities	
SBA Loan x7405 EIDL-Restricted	50,724.00
Total for Long-term Liabilities	\$50,724.00
Total for Liabilities	\$56,488.16
Equity	
Unrestricted Net Assets	68,922.82
Net Income	-32,997.97
Total for Equity	\$35,924.85
Total for Liabilities and Equity	\$92,413.01

Statement of Activity
Eau Gallie Arts District Main Street Inc
January 1-March 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
SPECIAL EVENTS (FUNDRAISING) INCOME	
Application Fees	90.00
Event Admission/Tickets	-570.64
Event Sponsorship	779.85
Event Vendor Space/Food Trailer	1,775.00
Total for SPECIAL EVENTS (FUNDRAISING) INCOME	\$2,074.21
Total for Income	\$2,074.21
Cost of Goods Sold	
Merchant Fees	337.30
Total for Cost of Goods Sold	\$337.30
Gross Profit	\$1,736.91
Expenses	
GENERAL OPERATING EXPENSES	
Bank & Credit Card Fees	94.76
Business Licenses	1,973.85
Dues & Memberships	40.00
Legal & Professional Fees	2,084.74
Marketing Expenses	350.00
Rent & Utilities	
Rent	1,475.00
Total for Rent & Utilities	\$1,475.00
Software & Online Subscriptions	864.22
Travel Expense	
Meals & Entertainment	30.30
Travel Accommodations(Air, Auto, Hotel)	0.00
Total for Travel Expense	\$30.30
Total for GENERAL OPERATING EXPENSES	\$6,912.87
PERSONNEL EXPENSES	
Payroll Processing Fees	233.34
Payroll Taxes	1,004.08
Payroll Wages	13,125.00
Total for PERSONNEL EXPENSES	\$14,362.42
SPECIAL EVENTS (FUNDRAISING) EXPENSES	
Equipment Rental	1,026.50
Event Advertising Expenses	994.74
Event Expenses-Other	526.15
Materials & Supplies	492.74

Statement of Activity

Eau Gallie Arts District Main Street Inc

January 1-March 31, 2025

DISTRIBUTION ACCOUNT	TOTAL
Permit	688.72
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$3,728.85
Total for Expenses	\$25,004.14
Net Operating Income	-\$23,267.23
Other Income	
Other Expenses	
Interest Expense	249.39
Total for Other Expenses	\$249.39
Net Other Income	-\$249.39
Net Income	-\$23,516.62

Statement of Financial Position
Eau Gallie Arts District Main Street Inc
As of June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BoFA Checking 2467	135,607.21
FBB Checking	3,079.66
Paypal	1,713.40
Petty Cash	485.00
WePay	0.00
Total for Bank Accounts	\$140,885.27
Accounts Receivable	
Accounts Receivable	20,884.07
Total for Accounts Receivable	\$20,884.07
Other Current Assets	
Inventory Asset	0.00
Lisa Packard to Repay EGAD (in use)	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$161,769.34
Fixed Assets	
Accumulated depreciation	-3,099.66
Furniture/Equipment	3,099.66
Total for Fixed Assets	\$0.00
Other Assets	
Rent Security Deposit	500.00
Total for Other Assets	\$500.00
Total for Assets	\$162,269.34
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,477.74
Total for Accounts Payable	\$2,477.74
Credit Cards	
0074 FBB Master Card	-8.00
BoA cc 0216	2,267.46
FBB MC x0016	0.00

Statement of Financial Position
Eau Gallie Arts District Main Street Inc
As of June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	\$2,259.46
Other Current Liabilities	
Florida Department of Revenue Payable	0.00
FL Sales Tax Payable (alternate) (in use)	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$4,737.20
Long-term Liabilities	
SBA Loan x7405 EIDL-Restricted	50,361.04
Total for Long-term Liabilities	\$50,361.04
Total for Liabilities	\$55,098.24
Equity	
Unrestricted Net Assets	68,922.82
Net Income	38,248.28
Total for Equity	\$107,171.10
Total for Liabilities and Equity	\$162,269.34

Statement of Activity

Eau Gallie Arts District Main Street Inc

April 1-June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
DESIGN	
Anti-Gravity Murals / Tours	0.24
Total for DESIGN	\$0.24
GRANTS & CONTRACTS	
Government Support - Local	100,000.00
Total for GRANTS & CONTRACTS	\$100,000.00
SPECIAL EVENTS (FUNDRAISING) INCOME	
Application Fees	60.00
Event Sponsorship	415.00
Event Vendor Space/Food Trailer	360.00
Total for SPECIAL EVENTS (FUNDRAISING) INCOME	\$835.00
Total for Income	\$100,835.24
Cost of Goods Sold	
Merchant Fees	12.56
Total for Cost of Goods Sold	\$12.56
Gross Profit	\$100,822.68
Expenses	
Event Expenses-Other	577.89
Florida Main Street Workshops and Conferences Registration Fees	214.09
GENERAL OPERATING EXPENSES	
Bank & Credit Card Fees	16.37
Dues & Memberships	345.00
Insurance Expenses	223.32
Legal & Professional Fees	4,400.00
Marketing Expenses	1,555.51
Rent & Utilities	
Rent	1,500.00
Total for Rent & Utilities	\$1,500.00
Software & Online Subscriptions	561.79
Travel Expense	
Meals & Entertainment	109.54
Travel Accommodations(Air, Auto, Hotel)	336.16
Total for Travel Expense	\$445.70
Total for GENERAL OPERATING EXPENSES	\$9,047.69
PERSONNEL EXPENSES	
Payroll Processing Fees	155.94
Payroll Taxes	1,019.99
Payroll Wages	13,333.35
Total for PERSONNEL EXPENSES	\$14,509.28

Statement of Activity
Eau Gallie Arts District Main Street Inc
April 1-June 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
SPECIAL EVENTS (FUNDRAISING) EXPENSES	
Event Advertising Expenses	2,512.50
Event Expenses-Other	346.00
Materials & Supplies	474.50
Permit	1,277.44
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$4,610.44
Total for Expenses	\$28,959.39
Net Operating Income	\$71,863.29
Other Income	
Other Expenses	
Interest Expense	617.04
Total for Other Expenses	\$617.04
Net Other Income	-\$617.04
Net Income	\$71,246.25

Statement of Financial Position
Eau Gallie Arts District Main Street Inc
As of September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
BofA Checking 2467	113,545.26
FBB Checking	3,079.66
Paypal	9.31
Petty Cash	485.00
WePay	0.00
Total for Bank Accounts	\$117,119.23
Accounts Receivable	
Accounts Receivable	20,884.07
Total for Accounts Receivable	\$20,884.07
Other Current Assets	
Inventory Asset	0.00
Lisa Packard to Repay EGAD (in use)	0.00
Undeposited Funds	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$138,003.30
Fixed Assets	
Accumulated depreciation	-3,099.66
Furniture/Equipment	3,099.66
Total for Fixed Assets	\$0.00
Other Assets	
Rent Security Deposit	500.00
Total for Other Assets	\$500.00
Total for Assets	\$138,503.30
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	2,477.74
Total for Accounts Payable	\$2,477.74
Credit Cards	
0074 FBB Master Card	-35.20
BoA cc 0216	2,498.26
FBB MC x0016	0.00

Statement of Financial Position
Eau Gallie Arts District Main Street Inc
As of September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Total for Credit Cards	\$2,463.06
Other Current Liabilities	
Florida Department of Revenue Payable	0.00
FL Sales Tax Payable (alternate) (in use)	0.00
Out Of Scope Agency Payable	0.00
Payroll Liabilities	0.00
Total for Other Current Liabilities	\$0.00
Total for Current Liabilities	\$4,940.80
Long-term Liabilities	
SBA Loan x7405 EIDL-Restricted	49,691.24
Total for Long-term Liabilities	\$49,691.24
Total for Liabilities	\$54,632.04
Equity	
Unrestricted Net Assets	68,922.82
Net Income	14,948.44
Total for Equity	\$83,871.26
Total for Liabilities and Equity	\$138,503.30

Statement of Activity
Eau Gallie Arts District Main Street Inc
July 1-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
SPECIAL EVENTS (FUNDRAISING) INCOME	
Application Fees	20.00
Event Admission/Tickets	10.00
Total for SPECIAL EVENTS (FUNDRAISING) INCOME	\$30.00
Uncategorized Income	1,025.00
Total for Income	\$1,055.00
Cost of Goods Sold	
Merchant Fees	1.38
Total for Cost of Goods Sold	\$1.38
Gross Profit	\$1,053.62
Expenses	
Event Expenses-Other	50.00
GENERAL OPERATING EXPENSES	
Bank & Credit Card Fees	79.20
Insurance Expenses	527.50
Legal & Professional Fees	1,050.00
Marketing Expenses	399.60
Office Supplies	202.06
Rent & Utilities	
Rent	1,000.00
Total for Rent & Utilities	\$1,000.00
Software & Online Subscriptions	407.81
Travel Expense	
Meals & Entertainment	736.73
Travel Accommodations(Air, Auto, Hotel)	1,680.81
Total for Travel Expense	\$2,417.54
Total for GENERAL OPERATING EXPENSES	\$6,083.71
PERSONNEL EXPENSES	
Payroll Processing Fees	170.94
Payroll Taxes	1,051.86
Payroll Wages	13,750.02
Total for PERSONNEL EXPENSES	\$14,972.82
SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$1,500.66
Event Advertising Expenses	533.64
Event Expenses-Other	352.68
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$2,386.98

Statement of Activity
Eau Gallie Arts District Main Street Inc
July 1-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Uncategorized Expense	550.00
Total for Expenses	\$24,043.51
Net Operating Income	-\$22,989.89
Other Income	
Cash Back Rewards	0.25
Total for Other Income	\$0.25
Other Expenses	
Interest Expense	310.20
Total for Other Expenses	\$310.20
Net Other Income	-\$309.95
Net Income	-\$23,299.84

Budget vs. Actuals_Budget_FY25_P&L_Report

October 1, 2024-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET BY
Income			
DESIGN			
Anti-Gravity Murals / Tours	10,123.59		10,123.59
Total for DESIGN	\$10,123.59		\$10,123.59
GRANTS & CONTRACTS			
Government Support - Local	100,000.00	100,000.00	0.00
Foundation Support		10,000.00	-10,000.00
Government Support - State		10,000.00	-10,000.00
Government Support - Federal		10,000.00	-10,000.00
Total for GRANTS & CONTRACTS	\$100,000.00	\$130,000.00	-\$30,000.00
SPECIAL EVENTS (FUNDRAISING) INCOME		\$40,000.00	-\$40,000.00
Application Fees	455.51		455.51
Event Admission/Tickets	140.31		140.31
Event Sponsorship	1,194.85	15,500.00	-14,305.15
Event Vendor Space/Food Trailer	3,516.83		3,516.83
Total for SPECIAL EVENTS (FUNDRAISING) INCOME	\$5,307.50	\$55,500.00	-\$50,192.50
Uncategorized Income	1,025.00		1,025.00
DONATIONS & CONTRIBUTIONS			
In-Kind Contributions		2,000.00	-2,000.00
Unrestricted Donations		2,000.00	-2,000.00
Total for DONATIONS & CONTRIBUTIONS		\$4,000.00	-\$4,000.00
Total for Income	\$116,456.09	\$189,500.00	-\$73,043.91
Cost of Goods Sold			
Merchant Fees	351.24		351.24
Total for Cost of Goods Sold	\$351.24		\$351.24
Gross Profit	\$116,104.85	\$189,500.00	-\$73,395.15
Expenses			
Event Expenses-Other	627.89		627.89
Florida Main Street Workshops and Conferences Registration Fees	214.09	500.00	-285.91
GENERAL OPERATING EXPENSES			
Bank & Credit Card Fees	350.33		350.33
Business Licenses	2,050.73		2,050.73
Dues & Memberships	760.00	500.00	260.00
Insurance Expenses	1,288.81	1,625.00	-336.19
Legal & Professional Fees	8,134.74	8,000.00	134.74
Marketing Expenses	5,484.91	20,000.00	-14,515.09
Office Supplies	202.06	1,000.00	-797.94

Budget vs. Actuals_Budget_FY25_P&L_Report
October 1, 2024-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET BY
Rent & Utilities			
Rent	5,400.00	5,800.00	-400.00
Utilities	189.98	1,650.00	-1,460.02
Total for Rent & Utilities	\$5,589.98	\$7,450.00	-\$1,860.02
Software & Online Subscriptions	2,378.35	2,000.00	378.35
Travel Expense		\$8,000.00	-\$8,000.00
Meals & Entertainment	916.57		916.57
Travel Accommodations(Air, Auto, Hotel)	2,016.97		2,016.97
Total for Travel Expense	\$2,933.54	\$8,000.00	-\$5,066.46
Contracted Services (General)		20,000.00	-20,000.00
Postage/PO Box		195.00	-195.00
Professional Development		615.00	-615.00
Total for GENERAL OPERATING EXPENSES	\$29,173.45	\$69,385.00	-\$40,211.55
PERSONNEL EXPENSES			
Payroll Processing Fees	560.22		560.22
Payroll Taxes	3,936.57	3,854.00	82.57
Payroll Wages	51,458.37	49,165.00	2,293.37
Total for PERSONNEL EXPENSES	\$55,955.16	\$53,019.00	\$2,936.16
SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$1,500.66	\$25,000.00	-\$23,499.34
Entertainment	600.00		600.00
Equipment Rental	1,361.75		1,361.75
Event Advertising Expenses	4,040.88		4,040.88
Event Expenses-Other	1,224.83		1,224.83
Materials & Supplies	1,653.94		1,653.94
Permit	3,077.38		3,077.38
Contracted Services (Events)		20,000.00	-20,000.00
Total for SPECIAL EVENTS (FUNDRAISING) EXPENSES	\$13,459.44	\$45,000.00	-\$31,540.56
Uncategorized Expense	550.00		550.00
Channel expenses			
PayPal expense		150.00	-150.00
Total for Channel expenses		\$150.00	-\$150.00
Repairs & Maintenance		100.00	-100.00
Total for Expenses	\$99,980.03	\$168,154.00	-\$68,173.97
Net Operating Income	\$16,124.82	\$21,346.00	-\$5,221.18
Other Income			
Cash Back Rewards	0.25		0.25
Total for Other Income	\$0.25		\$0.25

Budget vs. Actuals_Budget_FY25_P&L_Report

October 1, 2024-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET BY
Other Expenses			
Interest Expense	1,176.63	2,940.00	-1,763.37
Total for Other Expenses	\$1,176.63	\$2,940.00	-\$1,763.37
Net Other Income	-\$1,176.38	-\$2,940.00	\$1,763.62
Net Income	\$14,948.44	\$18,406.00	-\$3,457.56



**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	City Manager's Office
Presenter:	N/A
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.

Subject:

Items Removed from the Consent Agenda

Background/Consideration:



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

**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.16.

Subject:

Melbourne Downtown CRA, FY 2025-2026 Melbourne Main Street Funding Agreement

Background/Consideration:

This is a request for approval of the Fiscal Year (FY) 2025-2026 Grant Funding Agreement between the Melbourne Downtown Community Redevelopment Agency (CRA) and Melbourne Main Street, Inc. (MMS) in the amount of \$156,550. The agreement is for services from October 1, 2025 through September 30, 2026. There is no proposed increase over the prior year's funding.

On an annual basis, MMS presents the Melbourne Downtown Redevelopment Advisory Committee with an annual report, demonstrating that they continue to fulfill their contractual obligations by providing a Florida Main Street Program. The provision of a designated Main Street program is consistent with the goals of the Melbourne Downtown CRA Redevelopment Plan. MMS, through its volunteers, enhance the Downtown CRA's physical redevelopment and economic development efforts. Some examples of their partnership with the CRA include the Facade Improvement Program, Business Wayfinding Program, MMS Design Team initiatives, parking management, and community policing.

CRA funding for this agreement is intended for administration, operating and programs, expended by the organization consistent with strategies of the Melbourne Downtown Redevelopment Plan. Special events are not funded with this grant. This contractual relationship in carrying out the redevelopment plan is provided for in F.S. 163.370, and is consistent with CRA Budget Policy #501.

On October 3, 2025, MMS presented the Annual Report to the Melbourne Downtown Redevelopment Advisory Committee and the committee unanimously recommended approval of the FY 2025-2026 Grant Funding Agreement.

Fiscal/Budget Impact:

Funding of \$156,550 is available within the Fiscal Year 2026 adopted Melbourne Downtown CRA annual budget (56100552-534050).

Requested Action:



Approval of the FY 2025-2026 Grant Funding Agreement between the Melbourne Downtown Community Redevelopment Agency and Melbourne Main Street, Inc.

Memorandum

To: Jenni Lamb, City Manager
From: Cindy Dittmer, AICP, Community Development Director
Re: **Melbourne Downtown CRA, Melbourne Main Street Annual Agreement**
Date: October 16, 2025

This is a request for approval of the FY 2025-2026 Grant Funding Agreement between the Melbourne Downtown Community Redevelopment Agency (CRA) and Melbourne Main Street, Inc. (MMS) in the amount of \$156,550. The agreement is for services from October 1, 2025 through September 30, 2026.

As a designated Florida Main Street community through the Florida Department of State, defined services are outlined consistent to the National and Florida Main Street Program model. The Melbourne Downtown CRA Redevelopment Plan recommends annual funding to MMS, to assist with the redevelopment efforts of the CRA. Entering into this contract with MMS is also consistent with the powers provided to municipalities and redevelopment agencies under F.S. 163.370¹.

The 2025-2026 annual contract is a continuation of services, as funded in prior program years and there is no proposed increase annual funding.

A summary of the MMS terms and services consistent with the goals of the CRA agency are outlined below:

- Agreement period is effective October 1, 2025 to September 30, 2026;
- Agreement provides \$156,550 in CRA funds for MMS;
- MMS will facilitate and secure enhanced business services beyond those services already provided by the City/CRA;
- MMS shall implement the National Main Street Program blueprint within Downtown Melbourne, utilizing the four-point approach of design, promotions, organization, and economic restructuring;

¹ 163.370(2)(a)-“to make or execute contracts and other instruments necessary or convenient to the exercise of its powers under this part”

163.370(2)(e)- “within the community redevelopment area: 6. To enter into any contracts necessary to effectuate the purposes of this part”

163.370(2)(h)- “...to contract with any person, public or private, in making or carrying out such plans”

- MMS will assist the CRA in the physical redevelopment efforts throughout the district;
- MMS will work cooperatively with City staff to resolve recurring issues related to City & CRA services and programs; and
- MMS will provide the CRA Advisory Committee quarterly reports of their efforts, to include a program synopsis and financial statements.
-

MMS manages the downtown business wayfinding signage, which was installed by the CRA at the end of 2011. The business wayfinding partnership with the CRA remains one of the responsibilities MMS oversees, as an activity consistent with the CRA plan. Melbourne Main Street intends on revamping the wayfinding signage in 2024.

Other activities performed by MMS in partnership with the CRA include: assistance with reviewing Façade Improvement Program grants; coordination with the Community Policing Program; and coordination with parking management in the downtown area.

The 2025-2026 contract is inclusive of the activities/services for which MMS receives CRA funding assistance. Special events coordinated by the organization are not funded with this grant. The agreement outlines dedicated funding for services generally as follows:

Operating, Administration, Activities Consistent with the CRA Plan	\$125,550
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CRA District Seasonal/Holiday Lighting Project	\$31,000
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The annual agreement requires MMS to provide quarterly activity reports, quarterly financial reports, an annual report, and an end of the year financial compilation report performed by a certified public accountant. Staff also provides the reporting to the CRA Advisory Committee for their review and comment. The annual grant agreement and required reporting is consistent with CRA Budget Policy #501.

CRA Advisory Committee and City Council Budget Review

At the October 3, 2025 Melbourne Downtown CRA Advisory Committee meeting, MMS presented the Annual Report and the committee unanimously recommended approval of the FY 2025-2026 Grant Funding Agreement.

The Melbourne Downtown CRA preliminary budget was reviewed at the City Council Budget Workshop on August 1, 2023. It was City Council's consensus to adjust the preliminary budget by increasing the Melbourne Main Street Grant line item consistent with Melbourne Main Street's grant funding request of \$156,550. Thereby, appropriations are available in the amount of \$156,550 for the proposed FY 2023-2024 grant funding agreement.

MMS Annual Report and CRA Advisory Recommendation

Melbourne Main Street has submitted their annual report to CRA staff for inclusion as an attachment to this agenda item. The annual report and proposed agreement were

reviewed by the CRA Advisory Committee at their meeting on November 17, 2023. The Advisory Committee recommended CRA Board approval of the FY 2023-2024 annual agreement for \$156,500.

Recommendation

Approval of the FY 2025-2026 Grant Funding Agreement between the Melbourne Downtown Community Redevelopment Agency and Melbourne Main Street, Inc. in the amount of \$156,550.

2025-2026
Grant Funding Agreement
Melbourne Downtown Community Redevelopment Agency
City of Melbourne
and
Melbourne Main Street, Inc.

THIS GRANT FUNDING AGREEMENT, is entered into this ____ day of _____ 2025, by and between the Melbourne Downtown Community Redevelopment Agency, a Florida public body corporate and politic pursuant to Chapter 163, Part III, Florida Statutes (hereinafter referred to as the “CRA”) and Melbourne Main Street, Inc., a non-profit, tax-exempt, 501(c)3 Florida Corporation, (hereinafter referred to as “MMS”).

WHEREAS, the funding of a Florida Main Street Program is included in the Melbourne Downtown CRA Redevelopment Plan; and

WHEREAS, the CRA Advisory Committee and the CRA Board find that this expenditure furthers the purpose of the Community Redevelopment Act and is necessary to carry out the redevelopment program; and

WHEREAS, the CRA and MMS have each established mutual goals for the redevelopment of Downtown Melbourne in the City of Melbourne; and

WHEREAS, the CRA and MMS wish to work in harmony in addressing redevelopment plan goals of marketing, promotion, physical redevelopment, and economic development needs of the Downtown CRA and in communicating with the public and local businesses; and

WHEREAS, the CRA desires to extend support for MMS in a contractual relationship consistent with the Community Redevelopment Act, as permitted under F.S. § 163.370 and F.S. § 163.387 to carry out the community redevelopment plan goals and initiatives of the CRA for the fiscal year ending September 30, 2026; and

WHEREAS, MMS has trained staff and additional resources available through the National Trust for Historic Preservation and the Florida Main Street program to assist in the redevelopment efforts of the City and its CRA District.

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

1. Grant provided.
 - a. The purpose of this grant is for MMS to implement a Florida Main Street Program project as described in Section 2 of this Agreement subject to the terms and conditions of this Agreement. MMS’s application for funds in the

amount of \$156,550 (the “funds”) has been approved by the CRA to be used in the manner and for the purposes described herein. The grant shall be utilized during the period October 1st, 2025 to September 30th, 2026. The funds shall be disbursed to MMS, at the CRA’s discretion, on a lump-sum basis or payable with periodic payments within the program year as determined by CRA staff. The funding will be utilized for the following: Operating expenses, CRA capital project and program support, seasonal lighting projects, and a Florida Main Street program consistent with the Downtown CRA Redevelopment Plan and the Community Redevelopment Act.

- b. MMS in its role as a redevelopment partner with the Melbourne Downtown CRA, agrees to and shall provide a non-voting, ex-officio advisory position on the MMS Board, to be filled by the Community Development Director of the City of Melbourne or her designee, in order to assist in facilitating the public purpose of this agreement.
 - c. Melbourne Main Street shall continually review the composition of the MMS Board to ensure several board positions are filled by a diverse representation of Downtown property owners, retailers, and hospitality owners from within the district, as is the intended purpose of a Main Street organization.
 - d. Warranty of Grantee. MMS agrees and warrants to the CRA that the funds shall only be spent for purposes consistent with the CRA, Florida Main Street Program and this Agreement, and the Florida Redevelopment Act, Part III, Chapter 163, Florida Statutes.
2. MMS agrees to perform the following services assisting in the physical redevelopment efforts of the Downtown Melbourne consistent with F.S. §§ 163.345, 163.358, 163.370, 163.387, of the Community Redevelopment Act and the objectives outlined within the Downtown CRA Community Redevelopment Plan.
- a. Encouraging the development of private funding sources for the purchase and installation of various streetscape enhancements in the CRA District. Specifically, the maintenance, promotion, sales of business way-finding signs throughout the retail core;
 - b. Encouraging private property owners in the CRA District to follow the City’s architectural guidelines, and continue assisting in the implementation of the façade improvement grant program in conjunction with the CRA;
 - c. Assist CRA staff with Downtown parking supply and management issues including stakeholder meetings, parking plans and dissemination of information;

- d. Support CRA capital projects and programs through design review and facilitation of project information to Downtown stakeholders;
- e. Coordination with the Community Policing Program Officer, including accommodations for office space within the MMS facility;
- f. Encourage private enterprise in the redevelopment efforts of the Melbourne Downtown CRA; and
- g. MMS will work with the CRA to implement the recommended programs of the Florida Main Street Program for the continued improvement of the City's downtown, as an objective of the 2006 Downtown Melbourne CRA Redevelopment Plan, including subsequent amendments. These activities include: economic vitality, design, promotion and organization.

3. Duties of MMS and the CRA:

- a. MMS will educate the public about the CRA's programs, projects and services and other activities undertaken by the CRA in the downtown area. Additionally, MMS will work with CRA staff to assist in resolving recurring issues related to City and CRA services and programs.
- b. MMS will educate and involve the public regarding the Main Street America Program model and inform the public on current MMS initiatives through gatherings open to all downtown merchants, to encourage inclusive redevelopment efforts. In addition, MMS shall facilitate committees associated with the pillars of the *Four Point Approach* (design, organization, economic vitality and promotion), holding regular meetings open to the public, having an agenda, and notated summary minutes after each meeting. CRA/City staff shall be informed of the scheduled meetings and be provided with meeting minutes.
- c. MMS will foster business growth and development throughout the Melbourne Downtown CRA, primarily in the downtown retail core area of the City. The MMS staff shall be thoroughly familiar with businesses, persons, and centers of influence that are directly, or indirectly, involved in the City's downtown commercial district. The MMS shall provide advice and information to downtown businesses to enhance commerce such as, operations, advertising, uniform store hours, special promotional events and similar activities. Additionally, MMS shall assist in endorsing the Downtown Melbourne CRA to potential, future businesses for the district.
- d. MMS shall create and maintain a database of Downtown Businesses, which database will include the name of the business, type of business, location of the business and contact information. This database shall be updated annually

and be provided to City/CRA staff in January each year, as part of the 1st quarter reporting.

- e. MMS shall assist City staff with coordination efforts with the solid waste provider servicing the downtown merchants for refuse collection. Coordination will be performed in collaboration and advisement of the City, including assistance to the solid waste provider with existing and new business information, to update their accounts for billing. Additionally, MMS shall coordinate directly with the merchants, the City, and the solid waste provider regarding shared dumpster access, merchant responsibilities, and resolution of complaints.
- f. MMS shall hold two Downtown Melbourne stakeholder meetings each year, offering an A.M. and P.M. session to provide updates of CRA and MMS projects, programs and initiatives. The stakeholder meetings shall be coordinated with City staff and may include City Staff presentations. MMS will actively promote and notice stakeholder meetings to be held in a forum that is open and inclusive to individuals that should include, property owners, merchants, residents, and persons interested in the redevelopment efforts in Downtown Melbourne.
- g. MMS shall provide the CRA an annual budget in conjunction with the annual grant funding request. As part of the quarterly and annual reports, a supplemental budget report shall be submitted detailing the break-down of current expenditures, budgeted amount, and the budget variance.
- h. MMS shall provide a quarterly program synopsis to the CRA for all required activities outlined in services, sections; 2 & 3. The quarterly report will be submitted to the Melbourne Downtown Community Redevelopment Advisory Committee each quarter of the contract year. The first quarterly report shall be submitted at the January Downtown Melbourne Advisory Committee. Subsequent quarterly reports shall be submitted at the regularly scheduled meetings in April and July. Quarterly reports to the CRA Advisory Committee shall be presented as a visual and verbal presentation, highlighting CRA funded activities, the budget status, and financial position. The final quarterly report shall be submitted in October at the conclusion of the contract and shall be the annual report of MMS, including the program synopsis and financials for the entire period of the agreement. If for some reason the committee does not meet in a month outlined herein, MMS shall submit the quarterly report at the next scheduled meeting. Additional reporting information requested by CRA staff, related to this agreement and compliance herein, shall be provided by MMS in a timely manner upon request.

- i. MMS shall continue its efforts to increase revenue from memberships, sponsorships, grants, and fundraising events throughout the contract year and shall report on the progress of its efforts to the Community Redevelopment Agency Advisory Committee and City Council as the CRA Board.
- j. MMS shall comply with the grant conditions of Section 1 of this Agreement.
- k. CRA, for fiscal year ending September 30, 2026, shall pay to MMS the sum of \$156,550 in one lump sum or incremental payments, payable at the CRA's discretion, for fiscal year beginning October 1, 2025.
- l. The CRA shall have access to MMS financial books and statements as well as all work products of MMS prepared for performance of this Agreement. The CRA or its agent may audit the records of MMS at their discretion. MMS shall comply with the provisions of Chapter 119 of the Florida Statutes. MMS shall provide a written quarterly report to the CRA, as part of the quarterly program synopsis, outlined in Part 3 f. The quarterly report shall contain a set of financial statements ending that period, prepared by MMS. The financials shall show cumulative revenues and expenses through the end of each quarter, including a balance sheet. A year-end financial compilation report shall be submitted as outlined in Section 4C, of this agreement.
- m. In the event an audit of records shows MMS has, in the sole opinion of the CRA, failed to perform its functions as set forth by this Agreement, the CRA will terminate the grant funding provided herein. These remedies are in addition to those provided by law.
- n. MMS shall report to the CRA Advisory Committee at the regular meetings of the Committee. If the Advisory Committee determines that the work of MMS is unsatisfactorily performed or fails to comply with the terms and conditions of the agreement, then they shall recommend to the CRA to provide written direction to MMS on the actions necessary to achieve compliance. The Advisory Committee shall also recommend on an annual basis whether to continue funding MMS under an annual agreement or to deny continuation of funding.
- o. Grantee is an Independent Contractor. It is specifically understood and agreed to by and between the parties hereto that in utilizing the funds hereunder, performing this Agreement, and operating a Florida Main Street Program, this grant arrangement and relationship between the CRA and MMS is one in which MMS is an independent contractor of the CRA and not as an agent, employee, joint venture, or other partner of the CRA. Nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the MMS, or any of its agents, volunteers, or employees to be the agent, employee, partner, or representative of the CRA. In performing the conditions of this Agreement, MMS acts as an independent contractor and not

as an agent or employee of the CRA. MMS shall save and hold the CRA harmless from all suits, claims or causes of action arising from the conduct of MMS in carrying out the terms of this Grant Funding Agreement, whether the suit, claim or cause of action sounds in tort, contract, federal, state or local law violations or any other action brought against the City for conduct of MMS. MMS shall indemnify the CRA for any losses that the CRA sustains as a result of MMS conduct in performing this Agreement.

- As Assurance of MMS's intent to indemnify and save the CRA harmless from all actions, suits or claims arising from the conduct of MMS, MMS shall maintain general liability insurance naming the City of Melbourne as an additional insured. General liability coverage amounts shall not be less than \$1,000,000 per occurrence. Said policy may not be canceled or changed without thirty (30) days prior written notice to the CRA.

4. Record retention; Public records; Accounting.

- a. Retention. Financial records, supporting documentation, statistical and other records pertinent to this Agreement/grant shall be retained for a period ending September 30, 2026, except that in all cases such records shall be retained until final resolution of matters resulting from any litigation, claim, or audit initiated prior to the expiration of the three (3) year retention period and shall continue to be subject to retention under the same is resolved to the satisfaction of the CRA. The retention period commences upon the termination of the term of this Agreement.
- b. Public record. It is hereby specifically agreed that any record, document, computerized information and program, audio or videotape, photograph, or other writing of MMS related, directly or indirectly, to this Agreement/grant shall be deemed to be a public record whether in the possession or control of the CRA, MMS, or a third party. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of MMS is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the CRA's Redevelopment Staff. Upon request by the CRA, MMS shall supply copies of said records to the CRA at no cost to the CRA. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Grantee be open and freely exhibited to the CRA for the purpose of examination and/or audit.
- c. Financial records shall be prepared and maintained in accordance with generally accepted accounting practices for non-profit organizations, and made available for inspection by the CRA or its authorized representative at

all reasonable times. A financial report for the period of the grant shall be prepared by a certified public accountant (CPA), licensed to practice accounting in the State of Florida. The financial report shall include the CPA's compilation report on the financial statements of the MMS. A copy of the financial report shall be furnished to the CRA within ninety (90) days of the completion of the MMS's fiscal year. At the discretion of the CRA, a financial audit may be required, and performed by an independent CPA licensed to practice in the State of Florida at the expense of the MMS.

- d. MMS also agrees that it may be audited for internal performance or accounting matters at any time by the CRA to assure compliance with this Agreement/grant. Any monies finally determined as a result of any financial review or audit, which are misspent or otherwise not spent as provided for this Agreement/grant, shall be immediately returned to the CRA. Prior to making any final determination of misspending or failure to comply with this agreement by the Grantee, the CRA shall coordinate with the Grantee to allow the Grantee an opportunity to explain its actions or otherwise provide compliance with this Agreement/grant.
5. This Grant Funding Agreement may be terminated without cause upon sixty (60) days written notice to the other party and with cause upon thirty (30) days written notice.
6. This Grant Funding Agreement may be renewed annually at the discretion of the Melbourne City Council, acting in its capacity as the Melbourne Downtown CRA, and following upon the advice and recommendation of the Downtown Melbourne CRA Advisory Committee.
7. CRA Grant funding provided through this agreement shall be used for those activities outlined in Section 2 of the agreement. Direct expenses for special events, parades, or supplementary fundraising activities of MMS, are not eligible expenses of this grant agreement.
8. The grant award of \$156,550 in CRA funding for services is to be allocated by MMS generally as follows:
 - Operating and administration expenses in carrying out Sections 1, 2, and 3 of this agreement, consistent with CRA plan goals \$125,550
 - CRA district seasonal lighting project \$31,000
9. In the event that MMS does not provide for one or more of the services outlined in section 8, the funding for the service(s) outlined in that section shall be returned to the Downtown Melbourne CRA.

Melbourne Main Street, Inc., a non-profit,
tax exempt, 501(C3), Florida Corporation

Witness

By: _____

Name: _____

Witness

Title: _____

THE DOWNTOWN CRA:

MELBOURNE DOWNTOWN COMMUNITY
REDEVELOPMENT AGENCY, a Florida public body
corporate and politic pursuant to Chapter 163, Part III,
Florida Statutes

ATTEST:

Kevin McKeown, City Clerk

By: _____
Paul Alfrey, Chairman



2024 – 2025 Annual Report to CRA Advisory Committee

As of September 24, 2025



**Melbourne Main Street
2004 Vernon Place
Melbourne, FL 32901**

***To: The City of Melbourne
Downtown Community Redevelopment Agency (CRA) Advisory Committee***

September 24, 2025

Melbourne Main Street extends its heartfelt thanks to the City of Melbourne for its steadfast partnership. The vision and support from the City Council, Community Redevelopment Agency, the CRA Advisory Committee and City Staff empower us to collectively transform Downtown Melbourne into a hub of economic activity and community pride.

Our purpose is to amplify the positive characteristics that make Historic Downtown Melbourne special. Through collaborative efforts, we are revitalizing our city's heart and creating an environment where the pulse of our community beats with vitality. Our work, guided by the Main Street America Four-Point Approach, is dedicated to building a thriving destination that fosters connection, attracts visitors, and ensures sustainable economic growth for all of Melbourne.

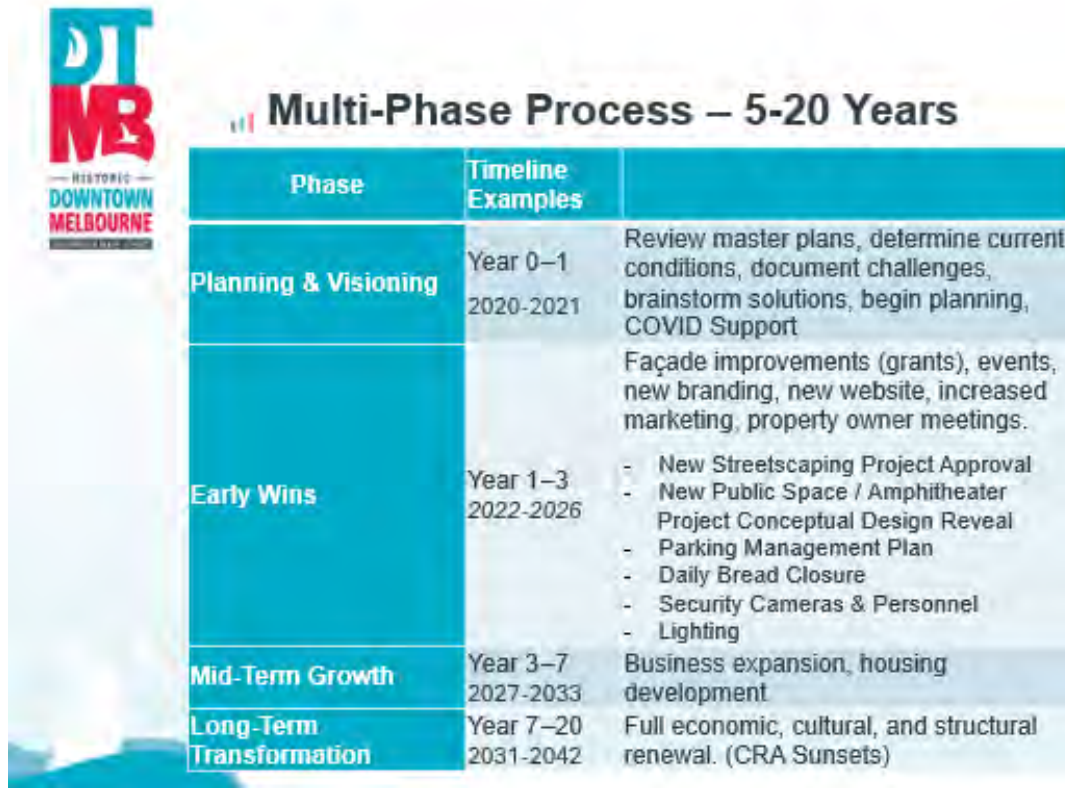
In our vision for Melbourne Main Street, we see our downtown transcending its historical charm to become a modern and inclusive hub—a place where residents and visitors alike experience the rich tapestry of our community's heritage while embracing the promise of a vibrant future.

Our advocacy for downtown businesses remains a cornerstone of our mission. We actively address challenges, break down barriers, forge relationships, facilitate connections, explore innovative solutions, and help businesses navigate challenges and opportunities on behalf of the business community.

Our success is rooted in understanding and upholding the comprehensive mission of Melbourne Main Street. We are an organization dedicated to working on all aspects and challenges in Downtown Melbourne, operating not for the benefit of one constituency, but for the entire community. This includes local businesses, property owners, visitors, residents, creatives, and the greater public that relies on us to create a vibrant downtown where they can celebrate, make memories, and enjoy special moments with those they hold close. We are proud to serve as the coordinating force driving growth and prosperity for everyone in this special district.

As a Nationally Accredited Main Street by Main Street America and Florida Main Street, our work this year has been guided by the Main Street America Four-Point Approach to downtown revitalization. Through effective committees such as Economic Vitality, Design, Promotion and Organization, we have supported local businesses, attracted new investment, and identified opportunities for growth, ensuring a resilient and prosperous future for our downtown.

Since 2020, Melbourne Main Street has been the primary driver for revitalization in Downtown Melbourne. The following chart showcases the multi-phase process of revialiation and how long it takes to make progress.



Economic Vitality – This committee drives economic growth within the commercial district by implementing targeted strategies.

1. **Expand Ambassador Program and Committee**
 - a. Added one new Ambassador to grow our reach.
 - b. Our reach increased this year to engage with 33% more merchants, totaling 45 businesses, ensuring constant, in person communication.
 - c. Launched Member Appreciation initiative – To demonstrate our gratitude with a simple gesture, we gifted a potted plant (Supplied by Let's Plant it in DTMB) for each one of our supporting members. Merchant / owner feedback was very positive and appreciated.

2. Launch Business Activation Program to provide assistance to businesses

- Program announced in the summer with multiple outreaches
- An information session was hosted in July to provide a glimpse of the program and how it can specifically help businesses succeed
- Four businesses (one café, two gift stores, and one clothing store) signed up to participate
- Program officially launched September 30 with online trainings weekly.
- The program will provide eight (8) sessions and multiple one-one coaching sessions for each participant.
- Participant feedback has been very positive.



3. Conduct Market Analysis to gauge strengths and weaknesses

We are absolutely navigating national headwinds. The challenges faced by our local businesses are not unique to Melbourne but reflect broader national trends, particularly for brick-and-mortar retail and small businesses in historic downtowns. Several reports show that national retail sales are off by 40%. The ongoing shift to e-commerce continues to be a major challenge, as consumers increasingly favor the convenience and competitive pricing of online platforms over physical storefronts. This is an issue faced by downtowns across the country, which have long relied on foot traffic to sustain their local economies.

Furthermore, economic data indicates a continued consumer focus on functional products and experiences over discretionary goods, a trend that directly impacts most of our small, independent retailers. Historic downtowns, like ours, thrive on a vibrant mix of unique shops and boutiques. To counter these trends, we must convince business owners to find passion and drive to evolve and differentiate themselves. This includes making the bold commitment for them to have updated offerings and approaches. It is essential that we continue to provide compelling reasons for people to visit our district in person, focusing on creating a unique sense of place and an enriching experience that cannot be replicated online.

This, coupled with the public perception regarding safety and blighted conditions in DTMB has made consumers more cautious about frequenting the area and has left a substantial impact on small businesses in Downtown Melbourne. The result is a decline in sales across all sectors.

Despite these significant challenges, we are thrilled to welcome 30 new businesses to Downtown Melbourne during this reporting period. This influx of new entrepreneurs is a powerful testament to the confidence they have in our shared vision. These new businesses not only fill key storefronts and enhance the economic landscape, but they also bring new energy and variety to our streets, reinforcing Downtown Melbourne's reputation as a dynamic destination for residents and visitors alike. Each new establishment contributes to the rich tapestry of our community, further solidifying our commitment to fostering a vibrant and prosperous city center.

We recognize the efforts of the City of Melbourne to address and resolve a myriad of issues over the past year – incredibly impactful work has been completed on several issues. We also commend several property owners who have revised their marketing and recruitment methodologies and realized subsequent positive results by recruiting new, vibrant and engaged tenants.

Ultimately, to recalibrate Downtown Melbourne's reputation, put us back on the map and inspire repeat visits, our long-term vitality is contingent on the vision and action of our existing businesses. Restaurants, bars, cafes and coffee shops are the primary attractions and contributing factors for most of our foot traffic from locals and visitors.

Consistent feedback on the perception that our downtown area is stale and lacks new, inspiring retail / shopping options is a primary headwind we must address together. To counter this, business owners must find the passion and drive to evolve and differentiate themselves. This includes making the bold commitment to have updated and extended hours, curate unique and unexpected products, host in-store activation events, and invest in visually appealing layouts that surprise and engage shoppers. Aesthetically appealing windows and stores with regular updates and changes to the layout are customary in retail settings but not widely executed in DTMB.

4. Conduct regular meetings of the Retail Advisory Committee

- a. Hosted meetings two meetings, as requested by the committee:
 - i. February 18, 2025 at Nourish
 - ii. September 24, 2025 at Get Fired Up Pottery
- b. Both were well attended, and engagement was high.

5. SOCIAL MEDIA 101 Training

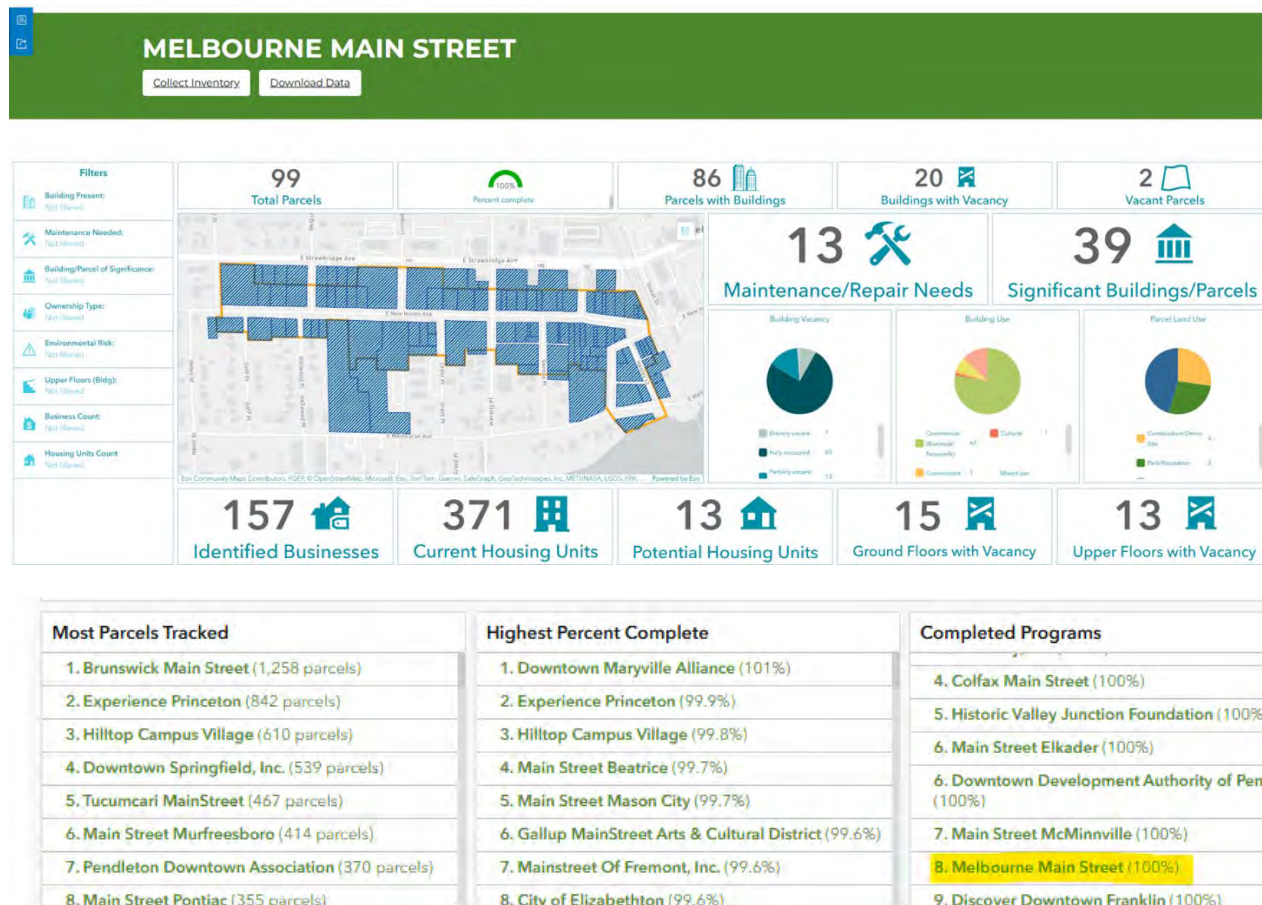
In order to assist longtime mom-and-pop business owners to understand the essential values of social media, we focused on practical application during our Social Media 101 training. The session successfully engaged five local businesses. Their subsequent actions confirm the program's value, as participants are now actively utilizing the tools and strategies taught, marking a significant step in their digital engagement.



- a. Hosted Training Session June 16, 2025
- b. Five businesses participated
- c. More programs on this topic are being developed now due to interest

6. BOOMS Tracker Software

The Building Opportunities on Main Street (BOOMS) Tracker is a tool for gathering, storing, and showcasing information about buildings and lots in local Main Street district boundaries.



Melbourne Main Street: Building Vacancy Changes 8/1/2024 to 9/4/2025

8/1/2024

9/4/2025



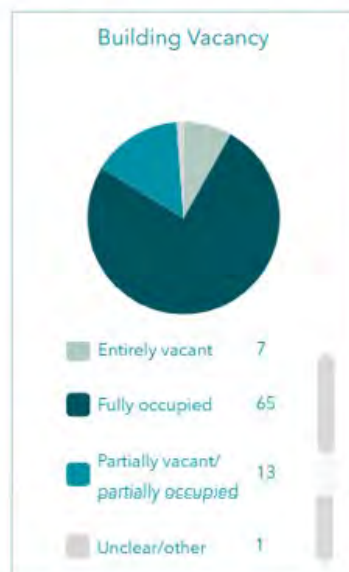
8/1/2024

9/4/2025



Melbourne Main Street: 9/4/2025

Building Vacancy Locations



Entirely vacant 7 (8.1%)



Partially vacant/ partially occupied 13 (15.1%)



Melbourne Main Street: 9/4/2025

Maintenance / Repair Needs

13



Maintenance/Repair Needs



Melbourne Main Street BOOMS Tracker 9/4/2025 Update:

Significant Improvements:

- **New Businesses Established:**
 - Taco Dive – 401 E New Haven Ave (just outside of MMS boundary)
 - Makai Kava Bar & Grille – 411 E New Haven Ave (just outside of MMS boundary)
 - Pho 192 Vietnamese Restaurant – 836 E. New Haven Ave
 - Cleopatra Ink Tattoo & Piercing – 924 E. New Haven Ave
- **New Businesses in the works:**
 - Lynora's Italian Restaurant – 528 E. New Haven Ave
 - Van Beers, Bottle & Tap – 701 E. New Haven Ave
- **Building Exterior Upgrades:**
 - A Chiropractic Life / GO To Market Solutions – 523 E. New Haven Ave
 - Cromulence / Painting With A Twist – 702 E. New Haven Ave
 - Mainstreet Pub – 705 E. New Haven Ave
 - Ember & Oak Steakhouse (outside patio, in process) – 712 E. New Haven Ave
 - The Creek, A Country Party Bar – 2001 Vernon Place
 - Maverick Sun / Cottonways (temp location) – 826 E. New Haven Ave
 - Hell 'n Blazes Brewing Company (new outdoor patio) – 1002 E. New Haven Ave (just outside of MMS boundary)
 - Iron Oak Post – 2023 Melbourne Ct

Melbourne Main Street: Business Count Change 8/1/2024 to 9/4/2025

8/1/2024

138 
Identified Businesses

9/4/2025

157 
Identified Businesses

Primary results:

- District inventory updated in January 2025
- District inventory updated in April 2025 (used to guide 4/2/2025 walking tour with City officials)
- In collaboration with the Main Street USA software team, the twelve "invisible" parcels in our district were eliminated and the software now correctly reports 100% completion (top ten in the USA).
- District inventory updated September 4, 2025

Homelessness – For the last four years, Melbourne Main Street has actively advocated for a more compassionate and effective approach to addressing the challenges associated with homelessness in and near our Main Street district. We engaged in continuous collaboration with Daily Bread, the City of Melbourne staff and elected officials, local businesses, and community leaders to facilitate the closure of Daily Bread’s soup kitchen on Fee Avenue.

Our action was critical to resolve the adverse effects on local business operations, public health and safety, and the perception of our Downtown. Our collaborative efforts successfully supported the transition toward providing need-based housing solutions (Providence Place) for this vulnerable community and the closure of the Downtown Melbourne operation on May 9, 2025.

Design – Our Design Committee is dedicated to enhancing the aesthetic appeal and functionality of Historic Downtown Melbourne. This year, we continued to review and provide recommendations for Façade Grant applications, helping to beautify local businesses.

Our major milestone was the City Council's approval of the Amphitheater and Park Project which Melbourne Main Street’s Design Committee developed and presented in May. We also have been working closely on a comprehensive Parking Management Plan. The Amphitheater and previously approved Streetscaping project are poised to be two of the most transformational initiatives for our downtown in decades. Concurrently, the parking study will directly address both real and perceived parking challenges, which is paramount to our continued growth.

Furthermore, the overhaul of our Wayfinding Program has yielded positive results. The new system not only improves aesthetics but also effectively connects visitors with businesses and key downtown information and businesses.

The Design Committee continues to work to support the City and CRA in advancing key district initiatives for 2025. Our work hopes to emphasize collaboration, stakeholder engagement, and coordinated planning to enhance downtown improvements. The new ex-officio City member role on our Board has been particularly valuable, streamlining communications with City staff and contributing to momentum across multiple initiatives, including things like Holmes Park, streetscaping, parking, and signage. The following provides an update on four core areas of focus for the Design Committee this contract year.

1. **Unveiling Holmes Park Public Space Concept to the Community**



Holmes Park Redevelopment and District Improvements: The committee advanced discussions with City staff regarding Holmes Park as a central community gathering space. The concept was presented to the City Council on May 13, 2025, and shared with stakeholders for feedback on September 3, 2025. This initiative is progressing and has been included in the Capital Improvement Program (CIP) budget for years 2026-2028. Aligning stakeholder feedback, CRA objectives, and available funding resources remains a complex consideration for advancing the projects to the next phase.

2. Encourage Issuance of New Haven Avenue Streetscaping RFP

The committee has actively supported the RFP process through ongoing communication with CRA and City representatives. On September 3, 2025, streetscaping improvements and other potential district projects were discussed with stakeholders to review priorities. Additional meetings with City staff are being scheduled to advance this initiative.

The committee's advocacy and coordination have helped to keep the project visible and is recognized as an important step for corridor improvements. Discussions have also supported prioritization and property inclusion reviews, particularly in how Holmes Park complements the streetscaping initiative.

Balancing the advisory committee's recommendations with broader CRA and City funding priorities, along with state review requirements for CRA funding. Public perceptions have also reflected both strong support for streetscape improvements and some concerns about potential negative impacts (e.g., construction disruptions, funding trade-offs).

Our next steps are to continue engagement with City staff and CRA to provide guidance once the RFP is formally issued. Then, develop additional strategic plan actions for 2026.

3. Conduct Quarterly District Walks with Key City Staff

The BOOMS Tracker district inventory update completed just prior to April 2, 2025 walk identified numerous recent improvements to downtown buildings and grounds.

As a result of the walk, the city has acted on the following:

- o Replaced trampled shrub beds in front of Hell 'n Blazes with flexi-pave material.
- o Identified sidewalk trip hazards due to cracks and uneven settling. Ongoing progress to correct these issues.
- o Fixed broken sprinkler systems in flower beds and replaced landscaping in many areas throughout the core.
- o Communicated with property owners and businesses on areas of needed improvement to their buildings and grounds. Significant improvements have been made as a result.
- o Worked on lighting solutions.

Next steps are to schedule our delayed district walk during October-December 2025 timeframe, once Community Development staff has been repopulated.

4. Parking Management Plan and Signage

The Melbourne City Council, Melbourne Main Street (MMS), and the CRA reviewed parking management during a joint session on August 12, 2025. The CRA Advisory Committee subsequently appointed Brett Miller to lead the related initiative. Initial discussions have begun between Mr. Miller, Community Development staff, and MMS to formulate a plan and provide strategic guidance, specifically addressing key issues, such as:

- Which areas will be actively enforced.
- Where employees can park.
- How to balance customer convenience and business needs.
- The design committee also agreed to provide advisory concepts for signage plans addressing placement, branding, and wayfinding to improve navigation and district identity.

Complexities will include coordinating between City, CRA, and advisory committee stakeholders to build consensus on enforcement, parking assignments, and signage standards. Following will be to formalize the Parking Management Plan and Signage initiative as part of Melbourne Main Street's Strategic Plan. We will continue to collaborate with City staff, CRA, and advisory committee members to refine the plan and prepare for implementation.

Organization – We are honored to be re-accredited as a Main Street community by both Main Street America and Florida Main Street. These achievements recognize our commitment to revitalizing our downtown area and reflect the transformation work we are doing and the valuable support provided by both organizations.

This past year has brought an inspiring increase in participation, feedback, and engagement from people who truly care about Downtown Melbourne. From board members to community volunteers to local businesses and major economic leaders. So many have stepped up with their skills, passion, generosity and funding to help us reach our goals. Because of them, our downtown is becoming more vibrant, welcoming, and full of life. Their support is proof of what's possible when a community comes together with heart and purpose.

The Organization Committee supports the sustainability and capacity of the Main Street program. Its functions within our strategic plan this year include the following with robust progress:

1. Enhance Organizational Sustainability:

- Develop a Diversified Revenue Model:
 - ✓ Cultivate a sustainable financial foundation through strategic partnerships with businesses, philanthropic organizations, and community members
 - ✓ Explore innovative fundraising strategies and investigate alternative revenue streams.
- Optimize Operations:
 - o Implement a Customer Relationship Management (CRM) system to streamline data management, improve communication, and enhance overall efficiency.

- Much work and research have taken place this year to ensure we use the best product for our organization.
- o Leverage technology and innovation to improve internal processes and enhance service delivery.
- We have worked to streamline processes this year and will continue this path to allow technology to enhance our operations. Ongoing.

2. Strengthen Governance and Operations:

- ✓ Conducted a comprehensive, Board Retreat to ensure structure, plans and guiderails are in place for the year.
- Formalize Committee Structure and Processes:
 - ✓ Establish clear roles and responsibilities for each committee. Ongoing as our plans and actions continue to evolve, so do our responsibilities.
 - ✓ Develop and implement standardized operating procedures and decision-making processes. Ongoing with progress.
 - ✓ Implement a system for tracking progress and evaluating committee performance. We have the structure, which will be fully implemented by the end of 2025.
- Conduct a Comprehensive Evaluation:
 - o Analyze the effectiveness of current fundraising events and overall services.
 - The finance committee conducted a deep dive in January of 2025, made strategic decisions tied to budgets and we have adhered to this new structure with great success.
 - o Identify areas for improvement and develop strategies to enhance performance and impact.
 - Ongoing with progress.

Annual Highlights

- Hosted two Stakeholder Meetings
- Active Ambassador Program for over 45 business, featuring regular visits
- Executed Annual Member Appreciation Day with the gift of a symbolic plant
- Hosted Two Retail Advisory Committee Meetings
- Worked in partnership with the Melbourne Regional Chamber via their Board Governance Committee, Board of Directors and attendance at the annual Community Leaders Retreat. Additionally, we presented the Holmes Park Project to their Advocacy Committee.
- Enhanced our partnership with Florida Tech by:
 - o Engaging an intern from the Comm's Department
 - o Working with the Assistant Professor of Marketing at the Nathan M. Bisk College of Business for a Market Street Study.
- Attended Quarterly Main Street Training Sessions, hosted by Florida Main Street
- Presented our Downtown Business Advantage Program to Main Street executive directors from across the state at the Florida Trust for Historic Preservation and Florida Main Street Preservation on Main Street Conference. Additionally received training.
- Deepened our working partnership with Melbourne Orlando International Airport

- Worked in tandem with Waste Management and City of Melbourne on the challenges at the waste receptacles in the Veron Parking Lot.

Advocacy - Melbourne Main Street aggressively advocated to defeat state legislation to eliminate Community Redevelopment Agencies (CRAs) in Florida by bringing the issue forward to Business Voice PAC, Melbourne Regional Chamber and our state Delegation so we could work collectively to protect our CRA. The bill was defeated during the Special Session.

Promotion – The Promotions Committee's core mission is to strategically market the entire Downtown district and enhance its reputation as a premier destination for commerce, dining, and experience. Our fundamental role is to serve as the primary amplifier and curator of the collective downtown experience, driving foot traffic and consumer awareness to the district as a whole.

The Promotion Committee's success is directly tied to the individual efforts of our merchants. Melbourne Main Street is tasked with promoting the vibrant "product" that our businesses create. We rely on our shops and restaurants to provide compelling promotional material about their businesses, host engaging in-store events, and share exciting developments. Therefore, the most effective partnership requires businesses to take ownership of their unique offerings and customer engagement, enabling the Promotions Committee to focus its efforts on large-scale marketing, compelling storytelling, and growing the overall Downtown Melbourne brand.

1. Develop and distribute Impact Report with key metrics

DowntownMelbourne.com

- 101K Active Users (roughly 8400 visitors per month)
 - o *According to HubSpot / Small Business Benchmarks that about 46% of websites get between 1,001-15,000 visitors/month.*
- Average length of stay per guest is 57 seconds
 - o This is common, especially since people often come for quick info (event times, locations, links) and then leave.
- Our Top 3 pages clicked on were:
 - o Events (17k), Directory (15k) and Dining (5.3k)
- Our highest peaks of activity were:
 - o Dec 2024 (Candlelight Shopping)
 - o March 2025 (Meg's Irish Festival)
 - o April 2025 (Botanical Fest)
 - o August 2025 (The Flavor Experience)

MMS Hosted Events

- October 2024 Trick or Treat
- November 2024 Food & Wine Festival
- Nov /Dec 2024 Candlelight Shopping (4 nights)
- February 2025 Putta Palooza
- April 2025 Trash Bash
- April 2025 Botanical Fest
- July 2025 Sidewalk Sale
- August 2025 The Flavor Experience

Facebook 10/1/24 - 9/24/25

- Views = 2.7 million
- Reach = 444k
- Gained 1.6k new followers

Instagram 10/1/24 - 9/30/25

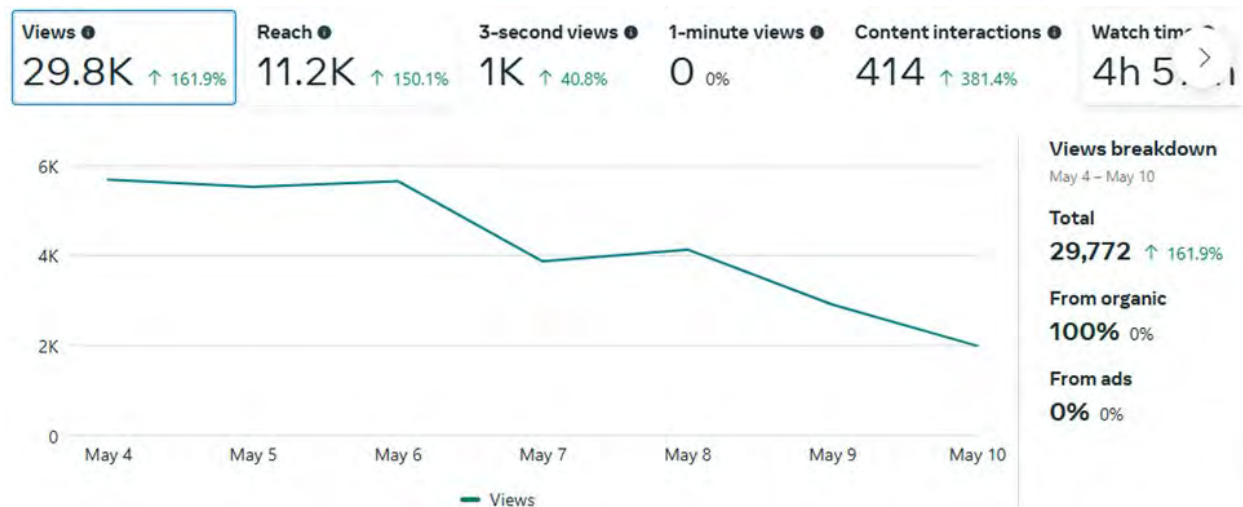
- Views = 255k
- Reach = 110k
- Gained 1.1k new followers

Strategic Marketing & Engagement

- Various Community Group Presentations
- Distribution of the Downtown Melbourne Visitors Guide to over 20,000
- Secured a new strategic partnership for a Downtown Melbourne Arts and Craft Show event February 21-22, 2026

National Small Business Week Campaign

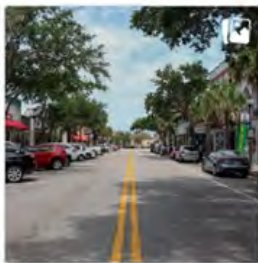
- Facebook CONTENT OVERVIEW – National Small Business Week Campaign 5/4-5/10
- Campaign was 100% organic
- Facebook, "reach" refers to the total number of unique users who have seen your content, whether it's a post, ad, or page, over a specific time period.



Top content by views

Boost content

See all cont



It's officially National Small...

Sun May 4, 6:35am

6.6K 118
8 12



To celebrate Small Business Week, keep...

Mon May 5, 7:05am

3.1K 39
9 2



DOWNTOWN THROWBACK

Tue May 6, 9:21am

2.7K 40
6 3



Downtown Melbourne is Growin...

Thu May 8, 3:00pm

2K 38
0 1



A big THANK YOU to all of you, our amazin...

Fri May 9, 10:39am

1.3K 36
0 2

Demographics

Trends

Segments

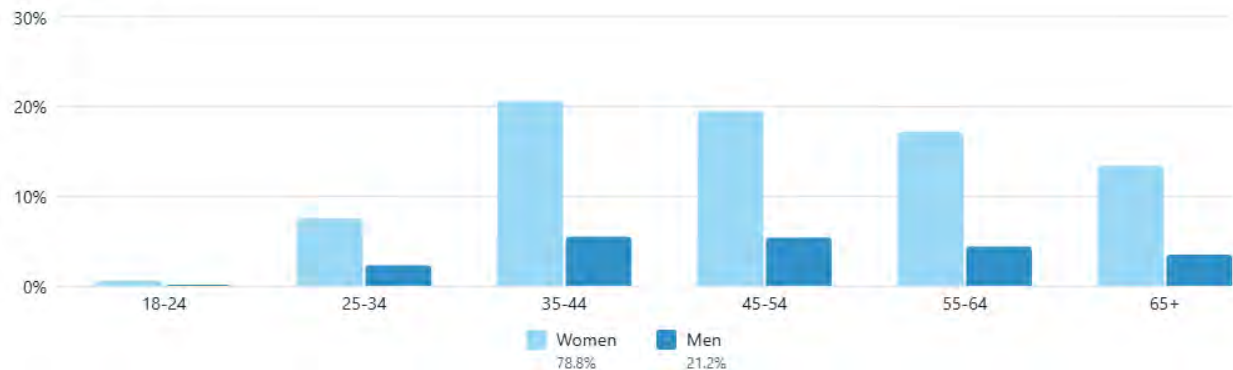
Potential audience

Followers

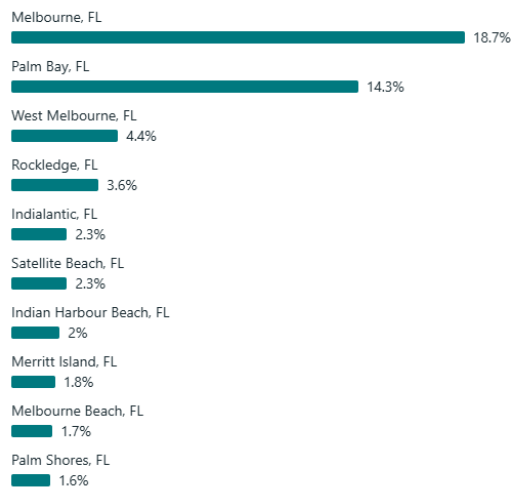
Lifetime

17,061

Age & gender



Top cities



2. Enhanced communication to downtown businesses

- Two Retail Advisory Committee meetings
- Two Stakeholder Meetings
- Promotions meetings to develop strategy

Our year has been defined by strategic evolution and triumph. At this time last year, we faced significant challenges, but through the dedication and clear direction of our Board of Directors and the strengthening of our partnership with the City of Melbourne and our community, we overcame them. This pivotal turnaround to success is most evident in our complex, multi-year effort on homelessness, which successfully transitioned from the challenges centered at the Daily Bread facility to a collaborative focus on long-term, housing-first solutions and the closure of this facility. The most significant project this year was the May unveiling of the new amphitheater park beautifully created by our Design Committee.

We are incredibly proud of the dramatic improvements and positive results achieved this year—they are a direct testament to our laser-focused strategic plan and the commitment of our entire team who deeply care about Downtown Melbourne.

Even amid complex economic conditions, we firmly believe in the dynamic future of Downtown Melbourne. We remain passionate about supporting our businesses, welcoming new investors, and ensuring our program adapts to meet the growing needs of this community. It continues to be a profound privilege to contribute to the revitalization of such a special destination.

We extend our sincere gratitude to the CRA Advisory Committee, the City of Melbourne, City Council, and City Staff. Your accessibility, engagement, and willingness to invest in solutions are invaluable, making it possible for Melbourne Main Street to continually drive progress.

Respectfully Submitted,
Kimberly Meehan Agee, Executive Director

Officers, Board of Directors and Staff

Board Chairman	Cassandra Hartford <i>Founder – REACH Commercial Real Estate</i>
Vice Chair Organization Committee Chair	Mike Hill <i>Co-Owner – Tuckaway Shores Resort</i>
Secretary Promotions Committee Chair	Jordan Williams <i>Owner – Downtown Divas</i>
Treasurer Finance Committee Chair	Lory Milton <i>Vice President, Commercial Loan Officer - Marine Bank and Trust</i>
Director	Kat Butler <i>Senior Vice President of the Space Coast Office - North American Properties</i>
Director	David Cable <i>Realtor - RE/MAX Elite</i>
Director	Bernard (Bernie) Clevens <i>Founder and Principal - Thematic Capital Group</i>
Director	Matthew Flores <i>Regional Design and Creativity Leader- BRPH</i>
Director	Don Hemmenway <i>Retired Engineer – Renesa Electronics & DTMB Property Resident & Owner</i>
Director	Toni McGovern <i>Hospitality Management Executive</i>
Director	Corey Runte (Past Chair) <i>Vice President Preconstruction - Certified General Contractors, Inc.</i>
Director Design Committee Chair	Erin Trauger <i>President - Trauger Consulting Engineers, Inc.</i>
Director	Jason Williams <i>Co-Founder and CEO – Cromulence</i>
Ex-Officio	Cindy Dittmer <i>City of Melbourne – Community Development Director</i>
Outside Legal Counsel	John Frazier <i>Attorney – Widerman Malek</i>

Staff

Executive Director

Kimberly Meehan Agee

Interim Marketing & Events Manager

Tara Weigner

Melbourne Main Street Contract Reporting Form

Grant Year Cycle (October 1 – September 30)

Report Requirements:

- **Quarterly Reports** submitted to CRA staff, and for disbursement to the CRA Advisory Committee and CRA Board. The report must include the following:
 - ☐ Budget with current expenditures, budget amount, and budget variances
 - ☐ Statement of Financial Position/Balance Sheet for the reporting period
 - ☐ Statement of Activities/Income Statement for the reporting period
 - ☐ A narrative of all activities during the report period, in fulfillment of the Grant Agreement
 - The narrative report shall provide a program synopsis of activities and services during the grant year, including summaries of MMS Design, Economic Vitality, Organization and Promotion activities
- **Annual Report** submitted to staff, and for disbursement to the CRA Advisory Committee and CRA Board. This report submitted prior to the recommendation from the Advisory Committee and Staff for grant funding in the succeeding Fiscal Year. The report must include the following:
 - ☒ Budget with current expenditures, budget amount, and budget variances
 - ☒ Statement of Financial Position/Balance Sheet for the entire grant year
 - ☒ Statement of Activities/Income Statement for the entire grant year
 - ☒ Statement of Cash Flows for the entire grant period
 - ☒ A narrative of all activities during the entire grant year, in fulfillment of the annual grant agreement.
 - The narrative report shall provide a program synopsis of activities and services during the grant year, including summaries of MMS Design, Economic Vitality, Organization and Promotion activities
- **Annual Financial Compilation Report** prepared by a Certified Public Accountant using GAAP for non-profit organizations, is due 90 days after Melbourne Main Street's fiscal year (January 1 - December 31). The report must include financials for the entire fiscal year including, a Statement of Financial Position, Statement of Activities, and a Statement of Functional Expenses.

Attachments:

- | | | |
|---|---|-------------------|
| ☐ Quarterly Budget Update | 4 | Reporting Quarter |
| ☐ Quarterly Financial Report | | |
| ☐ Quarterly Narrative Report | | |
| ☒ Annual Report Grant Year (Oct. 1 to Sept. 30) | | |
| ☐ Annual Financial Compilation Report | | |



Signature

Digitally signed by Kimberly
Meeshan Agoo
Date: 2025.09.25 06:37:53 -0400

Date

Statement of Activity

Melbourne Main Street, Inc.

October 1, 2024-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
4000 Direct Contributions	
4010 Individual Contributions	1,649.00
Total for 4000 Direct Contributions	\$1,649.00
4300 Government Grants	
4330 County Grants	10,334.71
4340 Municipal Grants	156,550.00
Total for 4300 Government Grants	\$166,884.71
5100 Program Sales & Fees	
5110 Program Service Fees	17,735.00
5115 Private Sector Funding	15,250.00
5120 Membership Fees	16,851.00
5130 Advertising	5,085.00
5140 Program Events	\$14,143.00
5141 Ticket Sales	102,040.80
5142 Vendor Fees	13,538.25
5143 Sponsorships	106,511.00
5149 Discounts Given	-2,592.00
Total for 5140 Program Events	\$233,641.05
Total for 5100 Program Sales & Fees	\$288,562.05
5400 Revenue From Sales	
5410 Non-inventory Sales	418.00
Total for 5400 Revenue From Sales	\$418.00
5800 Special Events	
5890 Special Events - Direct Costs	
5894 Other	-3,495.00
Total for 5890 Special Events - Direct Costs	-\$3,495.00
Total for 5800 Special Events	-\$3,495.00
5999 Misc. Revenue	405.00
Total for Income	\$454,423.76
Cost of Goods Sold	
Gross Profit	\$454,423.76
Expenses	
7200 Salaries & Related Expenses	
7210 Salaries & Wages	180,097.55
7240 Payroll Taxes	13,847.02
7250 Payroll Service Fees	1,384.74
Total for 7200 Salaries & Related Expenses	\$195,329.31

Statement of Activity

Melbourne Main Street, Inc.

October 1, 2024-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
7500 Contract Service Expenses	
7510 Contractors - General	38,944.75
7520 Accounting	13,860.00
7540 IT Consultant	1,893.00
7560 Security Services	5,043.30
Total for 7500 Contract Service Expenses	\$59,741.05
8100 Non-personnel Expenses	
8110 Supplies	24,132.38
8115 Food & Refreshments	35,670.75
8120 Telephone & Internet	3,324.60
8130 Postage & Shipping	539.50
8140 Equipment Rental	63,296.45
8150 Software & Hardware <\$2,500	200.00
8160 Printing & Copying	19,976.60
8170 Subscriptions	293.77
8175 Website Hosting	55.16
Total for 8100 Non-personnel Expenses	\$147,489.21
8200 Facility Expenses	
8210 Rent	11,794.25
8220 Utilities	1,262.10
8230 Repairs & Maintenance	347.66
Total for 8200 Facility Expenses	\$13,404.01
8300 Travel & Conference Expenses	
8310 Transportation	2,871.60
8330 Meals	1,687.53
8340 Hotels & Lodging	1,991.61
8350 Conference Registration Fees	609.13
Total for 8300 Travel & Conference Expenses	\$7,159.87
8400 Other Program Specific Expenses	
8410 Holiday Lighting & Tree	31,320.05
Total for 8400 Other Program Specific Expenses	\$31,320.05
8500 Other Expenses	
8520 Insurance - Non-employee Related	2,294.17
8530 Membership Dues - Organization	1,358.99
8540 Staff & Volunteer Training	110.00
8560 Merchant Fees	6,926.32
8570 Advertising Expenses	34,888.29
8580 Business Taxes & Licensing Fees	9,904.30
8590 Other Expense	0.00

Statement of Activity

Melbourne Main Street, Inc.

October 1, 2024-September 30, 2025

DISTRIBUTION ACCOUNT	TOTAL
8595 Bad Debt	600.00
Total for 8500 Other Expenses	\$56,082.07
Total for Expenses	\$510,525.57
Net Operating Income	-\$56,101.81
Other Income	
6210 Contributions From ERC submission	20,397.38
9100 Donated Goods & Services Revenue	
9110 In-Kind Professional Services	59,628.60
9120 In-Kind Use of Facilities	11,785.00
9130 In-Kind Goods	700.00
Total for 9100 Donated Goods & Services Revenue	\$72,113.60
Total for Other Income	\$92,510.98
Other Expenses	
9400 Donated Goods & Services Expense	
9410 In-Kind Professional Services	59,628.60
9420 In-Kind Use of Facilities	11,785.00
9430 In-Kind Goods	700.00
Total for 9400 Donated Goods & Services Expense	\$72,113.60
Total for Other Expenses	\$72,113.60
Net Other Income	\$20,397.38
Net Income	-\$35,704.43



Melbourne City Council
October 28, 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:	Yes
Item Number:	C.17.

Subject:

P3 Unsolicited Detailed Proposal from Melbourne Hospitality Holdings, LLC - First Public Hearing

Background/Consideration:

This item is for review and further City Council direction to move forward with the preparation of the P3 Comprehensive Agreement between the City of Melbourne and Melbourne Hospitality Holdings, LLC (MHH). The P3 project is a proposed joint-use parking garage to be constructed by MHH for the City Of Melbourne/Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA). This first Public Hearing is being held, consistent with Section 20-340 of Melbourne City Code, and will be followed by a future second Public Hearing and consideration of approval of all related development agreements.

MHH is proposing to construct a 160-room, full-service hotel on their adjacent 1.14-acre property (1463 Highland Ave). The proposed 89,000± square-foot hotel will be under a well-known hotel flag, and will have a number of amenities including: a pool; meeting rooms; a 7,000-square-foot banquet hall; and a rooftop restaurant. The developer is proposing a public-private partnership consisting of a joint-use freestanding structured parking garage on the City's adjacent property (1551 Highland Ave). Under a P3 Comprehensive Agreement with the city, MHH would construct the proposed 542 ± space shared parking garage and deliver it to the City. The facility will contain approximately 300 public parking spaces, and approximately 242 private parking spaces to satisfy City Code parking requirements for the hotel development.

The developer has indicated that the conceptual hotel project is only economically feasible through the City's financial contribution of \$10.5 million to construct the public parking portion of the parking facility, and utilizing a ten-year grant reimbursement on a portion of City real property taxes attributable to the new capital investment for the proposed hotel, which will be constructed on the adjacent private property.

The City's review of the proposal consisted of engaging two consulting teams to assist in the evaluation of the unsolicited detailed proposal. DRMP, Inc. was hired to evaluate the proposed constructability and related costs of the joint-use parking garage and has affirmed the proposed cost of constructing 300 parking spaces within a structured parking garage to be approximately \$10.5 million. Grow America was hired to evaluate the reasonableness of the developer's request for financial incentives and has confirmed that there exists a need for incentives to make the project feasible and that the development would not be unduly enriched or subsidized through the City's



incentives.

On July 8, 2025, City Council reviewed draft terms of the proposal and MHH has finalized their Unsolicited Detail Proposal. Based upon the City staff review of the proposal, staff would recommend the following terms to be drafted into a P3 Comprehensive Agreement in accordance with Section 255.065, Florida Statutes.

- The CRA will provide an incentive of \$10.5 million toward the public portion of the joint-use public parking facility. Based upon the construction of 300 public parking spaces, the construction cost per parking space is estimated at \$35,000. **NOTE: This is contingent upon successful re-negotiation of the Olde Eau Gallie CRA Interlocal Agreement with Brevard County. The current Interlocal Agreement (ILA) limits the CRA financial contribution to the joint-use facility at \$8.935 million.**
- MHH shall deliver the completed joint-use parking facility for City ownership after construction.
- The CRA shall provide payment disbursements of the \$10.5 million public parking incentive, based upon specific construction performance benchmarks that will be agreed upon and detailed within the P3 Comprehensive Agreement.
- The City will provide a 10-year grant which will be a reimbursement of the portion of the City's real property taxes paid by the developer, which portion is attributed to the new hotel investment, less the base property value, with an annual not-to-exceed reimbursement amount of \$190,678 per year over ten years, a total of \$1,906,780 reimbursed over the course of the ten years.
- MHH will be responsible for paying any taxes attributable to the private use of the joint-use parking facility.
- The City will agree to a lease or license agreement for the use of the 242 ± spaces with MHH.
- In lieu of paying an annual fee for the lease/license of the 242 ± spaces, MHH will be responsible for the annual operating costs and management of the entire joint-use parking facility in perpetuity, which shall include minor repairs, utilities, cleaning, annual inspection, and security. This is an estimated benefit to the City spaces of approximately \$105,000 annually.
- MHH understands that there may be some additional liability related to annual operating responsibilities as operator of the facility and shall be required to maintain insurance as determined by the City.
- Capital costs for long-term maintenance and major repairs, including any capital project expense exceeding \$5,000, shall be shared proportionally between the City and MHH, based upon the proportional share of designated parking spaces.
- Annual costs related to maintenance or repairs for stormwater facilities for the parking garage only, will be shared proportionally between City and MHH at a 55% to 45% ratio based upon the split of parking spaces if the stormwater treatment is separated. The stormwater maintenance or repair costs for any "combined hotel/city" stormwater treatment or a "separated hotel only" stormwater treatment facility on the City parcel shall be the responsibility of MHH. All stormwater maintenance responsibilities shall be reviewed and approved by the City Engineer. MHH has the right to change the stormwater management design/location after further investigation of all options that are permissible under both City of Melbourne and St. Johns River Water Management District. The final design of all stormwater facilities will be subject to review and approval of the City Engineer.



- MHH and the City will execute agreements and easements necessary to locate and maintain stormwater facilities for the hotel use located upon City property, if necessary, with the City recovering any necessary operational or maintenance costs.
- MHH and the City will agree to a parking management method that ensures that hotel guests are required to park in the code-required designated hotel parking spaces and are not parking within the public parking section of the joint-use facility, and that the general public is not parking within the hotel's designated parking section, along with prohibiting overnight public parking within the garage. This will occur through the installation of an entry station on the first floor and at the transition to the hotel parking spaces, including a hotel nesting entry to monitor parking.
- As an additional public benefit of the hotel development, MHH will provide and maintain, in perpetuity, streetscape enhancements on Highland Avenue, Bud Yeager, and Pineapple Avenue within the limits of the development.
- Joint-use Parking Garage site design and details:
 - o Seven level, pre-cast concrete structure with 542 parking spaces, including all infrastructure necessary for technology related to security, parking management, etc.
 - o Vehicular access provided from Highland Avenue and Pineapple Avenue
 - o Pedestrian access provided by two (2) open stairwells and two (2) elevators
 - o Loading access will be provided for the Eau Gallie Civic Center between the building and garage within an area and design that is acceptable to the City.
 - o Stormwater for impervious areas on City land will be provided in underground vaults. If MHH determines the need to utilize the City lot for underground storage for the hotel, it will also occur in underground vaults.

At this time, the conceptual design of the site for the Civic Center loading area and the proposed hotel loading area are not well-defined, and the City is not in agreement with the conceptual design of the two areas. Further negotiation and design work will need to occur and be fully defined within the P3 Comprehensive Agreement. Specifically, the hotel loading area is proposed and encroaches on the City parcel, which is an additional private benefit that requires further negotiation.

Proposed Timeline – dependent upon final City approval and ILA amendment:

- City and other agency construction plans and permitting completed by May 2026
- MHH procurement completed by August 2026
- Joint-use parking garage to begin construction in May 2026 and be completed in February 2027
- Hotel to begin construction in May 2026 and be completed in March 2028

At the July 8, 2025 City Council meeting, staff also requested authorization to meet with Brevard County staff to discuss and negotiate amendments to the Interlocal Agreement to accommodate the framework of the P3 agreement with MHH. Brevard County staff is currently reviewing the proposed amendments to the ILA as requested by City staff.

Fiscal/Budget Impact:

No fiscal impact related to this item; however, potential fiscal impacts may result if the City and CRA enter into a P3 Comprehensive Agreement at a future meeting of City Council.



Requested Action:

Direction to move forward with the preparation of the P3 Comprehensive Agreement consistent with Section 255.065, Florida Statutes, with Melbourne Hospitality Holdings, LLC, with the changes to the terms and further negotiation as provided within the staff memorandum.

Memorandum

To: Jenni Lamb, City Manager

From: Cindy Dittmer, AICP, Community Development Director

Re: Melbourne Hospitality Holdings, P3 Unsolicited Detailed Proposal to construct a joint-use parking facility on City-owned property located at 1551 Highland Avenue – PUBLIC HEARING #1

Date: October 20, 2025

This is the first Public Hearing, consistent with City Code Section 20-340(a), for the Unsolicited Detailed Proposal from Melbourne Hospitality Holdings, LLC (MHH) for a proposed P3 Agreement to construct a 542 space joint-use parking facility.

MHH has requested \$10.5 million in funding from the Olde Eau Gallie Riverfront CRA to construct a joint-use parking garage on City-owned property located at 1551 Highland Avenue, guaranteeing approximately 300 parking spaces for public parking. In addition, MHH has requested a ten-year grant in the form of a City ad valorem tax reimbursement for the portion of City real property taxes attributable to the new private capital investment for a proposed hotel. The tax reimbursement is estimated to be an approximate value of \$1,906,780.

Background

On June 11, 2024, City Council provided approval of an unsolicited conceptual proposal from Melbourne Hospitality Holdings, LLC (MHH) and requested that MHH submit an unsolicited detailed proposal for substantive review by the City. The proposal is to construct a joint-use parking facility providing for 542 ± parking spaces on City-owned land, located at 1551 Highland Avenue. The proposal provides both public parking and sufficient parking as required by City Code for a full-service hotel, which is proposed to be developed on a privately-owned parcel to the south, located at 1463 Highland Avenue.

An unsolicited detailed proposal from MHH was accepted by City staff on October 23, 2024, contingent upon MHH providing additional information that was necessary for the City to complete substantive review. Primarily, the developer needed to provide enough engineering and design detail of the proposed joint-use parking facility for City staff to

verify the construction costs associated with the facility, and the reasonableness of MHH's request for financial support of the project.

The details necessary for the City to complete the substantive review process were provided on March 22, 2025. The City utilized two consulting teams to assist in the evaluation of the unsolicited detailed proposal. DRMP, Inc. was hired to evaluate the proposed constructability and related costs of the joint-use parking garage and Grow America¹ was hired to evaluate the reasonableness of the developer's request for financial incentives.

DRMP's structural and civil engineering team confirmed that the proposed parking facility is constructable and the cost estimate of \$15 million provided by MHH is reasonable. Additionally, DRMP provided confirmation that \$10.5 million is within the range of reasonable cost expectation if the City were to develop a stand-alone 300-space public parking facility as its own capital project.

Grow America has evaluated the financial pro forma for the hotel development inclusive of the structured parking costs, and Grow America determined that "but for" the incentives, the hotel project is not economically viable. Without incentives the hotel project would not likely attract lenders or investors to provide financing and equity for the project. Grow America's evaluation confirmed that there exists a need for incentives to make the project feasible, and that the incentives requested (\$10.5 million and a ten-year ad valorem tax exemption) are reasonable, whereby the developers will receive acceptable return on investment. Importantly, the Grow America analysis also confirmed that the developers are not being unduly enriched or subsidized through the City's incentives.

On June 3, 2025, based on the findings of the two consultants, City staff completed its review including preliminary negotiations for the framework for a P3 comprehensive agreement with the developer. At the July 8, 2025 City Council meeting, Council recommended approval of the conceptual framework of the unsolicited detailed proposal and authorized City staff to continue negotiations with MHH to bring the unsolicited detailed proposal to public hearing as contemplated by Section 20-340, City Code

Unsolicited Detailed Proposal

Melbourne Hospitality Holdings is proposing to construct a 160-room full-service hotel on their adjacent 1.14-acre property (1463 Highland Ave). The proposed 89,000 sf ± hotel will be under a well-known hotel flag, and will have a number of amenities including: a pool; meeting rooms; a 7,000-sf banquet hall; and a rooftop restaurant.

The developer has indicated the proposed hotel project is only economically feasible through a proposed public-private partnership of a joint use free-standing structured

¹ Grow America is the national non-profit formerly known as the National Development Council, which assists communities with economic and community development projects.

parking garage on the City's adjacent property. Through a development agreement with the city, Melbourne Hospitality Holdings and its development partners are proposing to construct the proposed 542 ± space shared parking garage. The facility will contain approximately 300 public parking spaces, and approximately 242 dedicated parking spaces to satisfy City Code parking requirements for the hotel development. Private capital investment for the hotel and parking garage is estimated to be approximately \$59.8 million.

As proposed by MHH, the City's contribution to the P3 project would include the use of the City land at 1551 Highland Avenue for the shared parking structure and a financial contribution of \$10.5 million toward the construction cost of the parking structure for public parking. Once constructed, the entire 542-space facility would be delivered for ownership to the City; however, the hotel would be provided legal rights to their spaces through a sub-agreement under the primary development agreement. The developer has agreed to operate and fund annual operating expenditures in lieu of an annual lease payment to the City.

In addition to the proposed joint parking facility, MHH's detailed proposal requested a ten-year City and County tax exemption on real property realized from the hotel investment. As the City only has control over the City's portion of the tax bill, City staff analyzed and negotiated an annual tax reimbursement grant to the developer reflecting the new City ad valorem taxes generated from the hotel development over a ten-year period totaling approximately \$1,906,780.

The following provides a summary of the Unsolicited Detailed Proposal request, along with several areas of additional City staff proposed language. These terms will be further negotiated where necessary and incorporated into a P3 Comprehensive Agreement², returning to City Council during a second Public Hearing:

- The CRA will provide an incentive of \$10.5 million toward the public portion of the joint-use public parking facility. Based upon the construction of 300 public parking spaces, the construction cost per parking space is \$35,000.
 - o **Note** - This is contingent upon successful re-negotiation of the Olde Eau Gallie CRA Interlocal Agreement with Brevard County. The current Interlocal Agreement limits the CRA financial contribution to the joint-use facility at \$8.935 million
- MHH shall deliver the completed joint-use parking facility for City ownership after construction.
- The CRA shall provide payment disbursements of the \$10.5 million public parking incentive, based upon specific construction performance benchmarks that will be agreed upon and detailed within the P3 Comprehensive Agreement.
- The City will provide a 10-year grant which will be a reimbursement of the portion of the City's real property taxes paid by the developer, which portion is attributed to the new hotel investment, less the base property value, with an annual not-to-

² Per Sec 20-341 "Negotiation and approval of interim and comprehensive agreements" and F.S. 255.065

exceed reimbursement amount of \$190,678 per year over ten years, a total of \$1,906,780 reimbursed over the course of the ten years.

- MHH will be responsible for paying any taxes attributable to the private use of the joint-use parking facility.
- The City will agree to a lease or license agreement for the use of the 242 ± spaces with MHH.
- In lieu of paying an annual fee for the lease/license of the 242 ± spaces, MHH will be responsible for the annual operating costs and management of the entire joint-use parking facility in perpetuity, which shall include minor repairs, utilities, cleaning, annual inspection, and security. This is an estimated benefit to the city spaces of approximately \$105,000 annually.
- MHH understands that there may be some additional liability related to annual operating responsibilities, as operator of the facility and shall be required to maintain insurance as determined by the City.
- Capital costs for long-term maintenance and major repairs, including any capital project expense exceeding \$5,000, shall be shared proportionally between the City and MHH, based upon the proportional share of designated parking spaces.
- Annual costs related to maintenance or repairs for stormwater facilities for the parking garage only, will be shared proportionally between City and MHH at a 55% to 45% ratio based upon the split of parking spaces if the stormwater treatment is separated. The stormwater maintenance or repair costs for any “combined hotel/city” stormwater treatment or a “separated hotel only” stormwater treatment facility on the City parcel shall be the responsibility of MHH. All stormwater maintenance responsibilities shall be reviewed and approved by the City Engineer. MHH has the right to change the stormwater management design/location after further investigation of all options that are permissible under both City of Melbourne and St. Johns Water Management District. The final design of all stormwater facilities will be subject to review and approval of the City Engineer.
- MHH and the City will execute agreements and easements necessary to locate and maintain stormwater facilities for the hotel use located upon City property, if necessary, with the City recovering any necessary operational or maintenance costs.
- MHH and the City will agree to a parking management method that ensures that hotel guests are required to park in the code-required designated hotel parking spaces and are not parking within the public parking section of the joint use facility, and that the general public is not parking within the hotel’s designated parking section, along with prohibiting overnight public parking within the garage. This will occur through the installation of an entry station on the first floor and at the transition to the hotel parking spaces, including a hotel nesting entry to monitor parking.
- As an additional public benefit of the hotel development, MHH will provide and maintain in perpetuity, streetscape enhancements on Highland Avenue, Bud Yeager, and Pineapple Avenue within the limits of the development.
- Joint-use Parking Garage site design and details:

- o Seven level, pre-cast concrete structure with 542 parking spaces, including all infrastructure necessary for technology related to security, parking management, etc.
- o Vehicular access provided from Highland Avenue and Pineapple Avenue.
- o Pedestrian access provided by 2 open stairwells and 2 elevators.
- o Loading access will be provided for the Eau Gallie Civic Center between the building and garage within an area and design that is acceptable to the City.
- o Stormwater for impervious area on the city land will be provided in underground vaults. If MHH determines the need to utilize the city lot for underground storage for the hotel, it will also occur in underground vaults.
- o At this time, the conceptual design of the site for the Civic Center loading area and the proposed hotel loading area are not well defined and the City is not in agreement with the conceptual design of the two areas. Further negotiation and design work will need to occur and be fully defined within the P3 Comprehensive Agreement. Specifically, the hotel loading area is proposed on the City parcel which is an additional private benefit that requires further negotiation.
- Proposed Timeline – dependent upon final City approval and ILA amendment:
 - o City and other agency construction plans and permitting completed by May 2026.
 - o MHH procurement completed by August 2026.
 - o Joint-use parking garage to begin construction in May 2026 and be completed in February 2027.
 - o Hotel to begin construction in May 2026 and be completed in March 2028.

Interlocal Agreement between CRA and Brevard County

The current Interlocal Agreement does not authorize a P3 project, nor CRA funding for a P3 joint-use parking facility. Additionally, the current construction costs and financing have substantially changed since the approval of the 2021 Interlocal Agreement.

After Council direction on July 8, 2025, City staff met with Brevard County staff and discussed the proposed changes that the city is requesting to the ILA. The county staff is reviewing those changes at this time, and expected to bring them to the Brevard County Commission for consideration. Below are the points discussed in July by City Council and provided to the county:

- Include a provision that the Interlocal Agreement (ILA) authorizes a public-private partnership consistent with State laws and City Code;
- Increase the total project cost of the parking facility contemplated in the current ILA, and the associated financing using Tax Increment Financing (TIF), which is currently capped at \$6.835 million, for the capital contribution and administrative costs associated with the project;
- The flexibility to use taxable or tax-exempt financing;

- The ability to use TIF funding currently held in the CRA escrow account, to decrease the amount of principle financed by the CRA for the project;
- To authorize the City/CRA to adopt a parking management plan and charge for parking, whereby the City/CRA may use that funding for capital and/or annual expenditures necessary for the City's portion of any maintenance and repairs to the parking facility; and
- To reduce or eliminate the requirement that 90% of the facility must be reserved for public use.

As discussed in July, city staff has determined that it will not be necessary to extend the current termination date of the CRA (September 30, 2038) to finance the P3 parking facility. City staff also projects that the current funds in the CRA escrow account as of 10/1/2025, \$6.8 million, together with future TIF funds captured by the Eau Gallie CRA, are more than sufficient to support the financing necessary for the proposed \$10.5 million capital contribution and associated project administrative costs. These projections do not include the anticipated TIF from the MHH hotel project once constructed and on the property tax roll, illustrating that the TIF projections can support both the financing of the joint-parking structure project, as well as the requested City tax reimbursement grant.

Public Hearings, Interlocal and Development Agreement Approvals

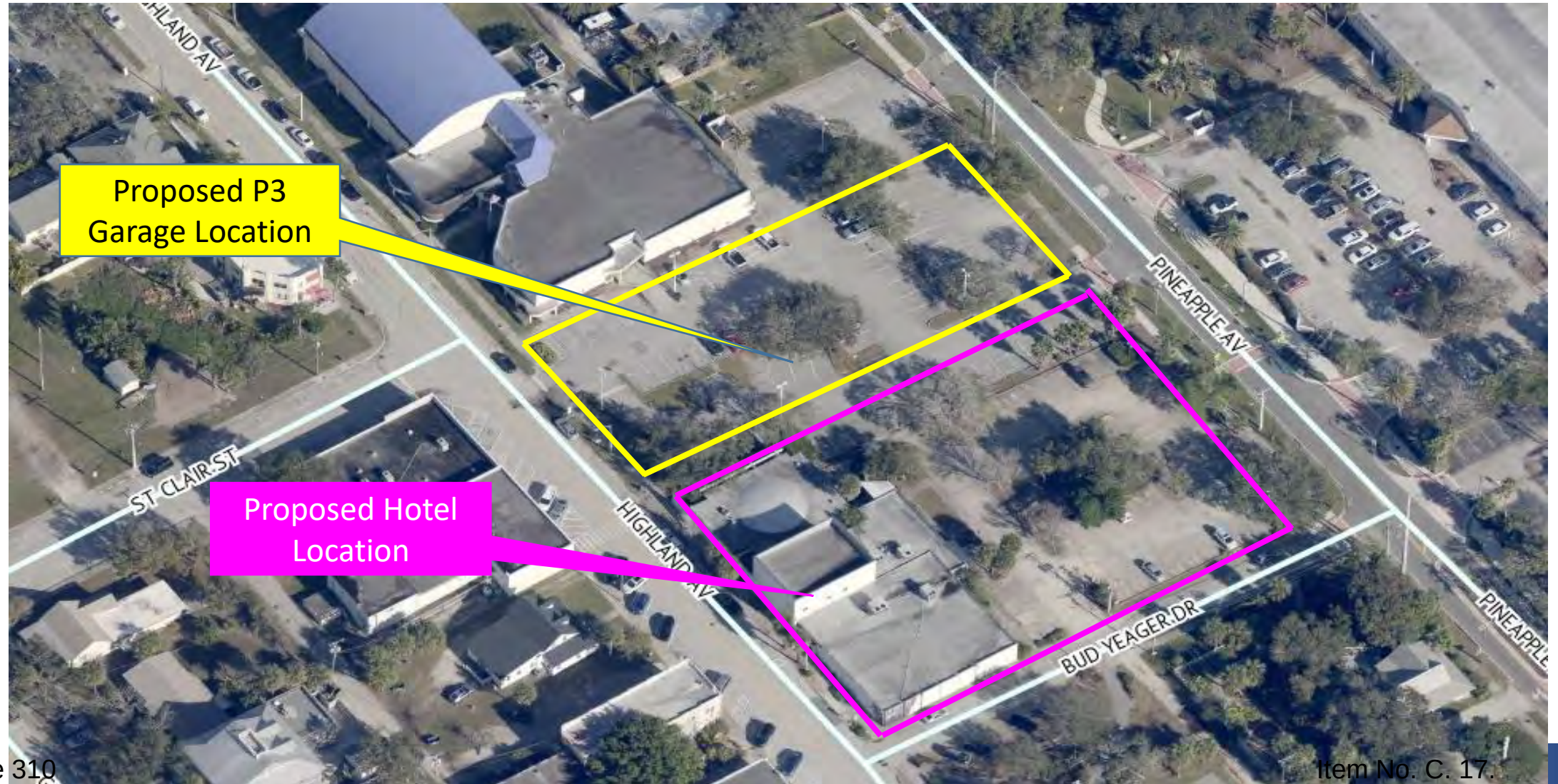
Consideration of this item is in accordance with Section 20-340, City Code, "the city shall hold a duly noticed public meeting at which the unsolicited detailed proposal is presented and affected public entities and members of the public will be able to provide comment on the unsolicited proposal." Prior to holding the second public hearing, the Interlocal Agreement amendments will need to be approved by the City and Brevard County. Additionally, finalization of the terms and drafting of all development agreements will need to occur.

Once the P3 Comprehensive Agreement is complete, the City will hold a second duly noticed public hearing to establish that the unsolicited detailed proposal is a qualifying project and is in the public interest of the City as specifically outlined in Section 20-341, City Code, along with approval of all necessary development agreements. Affirming the unsolicited detailed proposal is a qualifying project that is in the public interest during the second public hearing, is also a requirement within Florida Statutes.

Recommendation

Direction to move forward with the preparation of the P3 Comprehensive Agreement consistent with F.S. 255.065 with Melbourne Hospitality Holdings, LLC, with the changes to the terms and further negotiation as listed within the staff memorandum.

P3 Project Site Location



Melbourne Hotel - Preliminary Conceptual Renderings



Preliminary conceptual renderings that are subject to change.

Highland Avenue Perspective



Pineapple Avenue Perspective





GROW AMERICA

COST-BENEFIT ANALYSIS

SUBSTANTIATION OF NEED FOR CITY OF MELBOURNE FINANCIAL ASSISTANCE

Prepared For:

City of Melbourne Economic Development Division
900 East Strawbridge Avenue, Melbourne, FL 32901

Regarding:

Melbourne Hospitality Holdings, LLC

New Construction of a 160-room Full-Service Hotel and Joint-Use Parking Facility at 1463 Highland Avenue

Headquarters

633 3rd Avenue
19th Floor Suite J
New York, NY 10017
www.growamerica.org

July 28, 2025

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I. ASSIGNMENT

Grow America (GA) (formerly National Development Council or NDC) has a limited engagement with the City of Melbourne, FL, (the City) to review an application for financial assistance for a 160-room full-service hotel and joint-use (hotel and City) parking facility in the Eau Gallie district of Melbourne, FL, submitted by Melbourne Hospitality Holding, LLC. (the “applicant”, “developer” and “MHH”), a wholly owned subsidiary of the Prime Group, Inc. Specifically, the City has asked GA to evaluate the developer’s capacity to undertake the project; evaluate the proposed project budget; consider appropriate structuring for the project capital stack including potential City investment and financial assistance with specific consideration to the “but for” level of financial support necessary to enable the project to be financially feasible without providing undue enrichment for the developer; and assess both public and developer financial benefits stemming from the project. Finally, the City has asked GA to summarize its findings in a report.

The developer’s application for financial assistance was submitted to the Olde Eau Gallie Riverfront Community Redevelopment Area (“the CRA”) which was established by the City of Melbourne under the authority granted by Brevard County on May 22, 2001. The public purpose of this CRA is to eliminate slum and blight conditions within its boundaries. The CRA uses tax increment financing (TIF) to capture both city and county taxes on property values that exceeded the 2001 base level. These funds are used to finance capital improvement projects and economic incentive programs. The area of the CRA includes the properties to be used for the construction of the hotel and parking garage. In its application for financial assistance, the developer has requested 1) a reimbursement of eligible real estate taxes through the City’s tax exemption program on the proposed hotel property; 2) City investment in the joint-use parking garage; and 3) use of city-owned land on which to build the parking garage.

Grow America is a national economic development organization that provides development finance advisory services to municipalities throughout the country. Grow America routinely analyzes financial structures of proposed developments and determines the appropriateness of direct financial assistance and incentives. The purpose of this memo is to describe Grow America’s project understanding and findings of the above-referenced development.

II. PROJECT SUMMARY

The Prime Group, Inc., based in Hollywood, FL, owns Melbourne Hospitality Holdings, LLC (MHH). The Prime Group has more than 30 years’ experience developing successful hotel, retail, commercial, mixed-use, and residential projects throughout Florida. Beginning as a residential development specialist, the company has developed multiple full-service hotels in south Florida which provide a wide spectrum of amenities and services to guests including in-room dining, concierge assistance, valet parking, on-site dining and bars, pool, spa, fitness and business facilities.

The applicant, MHH, has applied for financial assistance for a proposed 160-room, full-service hotel and adjacent 542-space, joint-use parking facility in the Eau Gallie area of Melbourne, Florida. The hotel will be constructed on a 1.14-acre parcel located at 1463 Highland Avenue, formerly the site of the Foosaner Art Museum. MHH purchased the land in 2020 and will demolish the old museum building to construct

the proposed hotel. Amenities at the hotel will include a rooftop restaurant and bar, terrace, ground floor restaurant, pool, gym, meeting areas and valet parking. The hotel is designed to attract higher-end tourism and business travelers, which are expected to make a significant contribution to the Eau Gallie and greater downtown Melbourne economy. As yet, the developer has provided no indication as to a potential flag or corporate affiliation of the facility. In other markets, The Prime Group works closely with Marriott.

For the parking facility, the applicant has proposed to utilize approximately 0.76 acres of City-owned land adjacent to the hotel parcel on which to build the 542-space facility. The applicant has determined that the hotel will require 242 dedicated spaces to service the hotel. The City has determined that it would like to build a 300-space public parking facility in Eau Gallies. Financial details for the parking garage are presented below in Section III. The City will maintain ownership of the land and parking garage after the facility has been constructed by the applicant. HHH will utilize the required spaces for the hotel on an exclusive basis and maintain the entire facility under terms of a ground lease, which is presently under development between the applicant and the City.

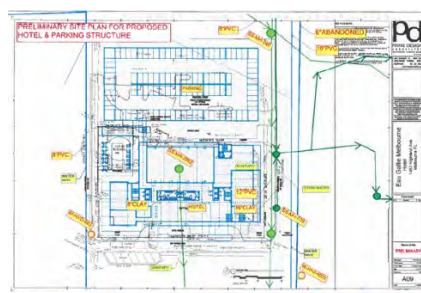
Regarding financial assistance for the project, the application requests a rebate of 100% of the eligible portion of City real estate tax on the hotel through the City's tax exemption program for a period of 10 years; use of the 0.76-acre City-owned site on which to build the parking garage; and City investment of \$10.5 million to pay for 300 spaces in the garage that will be designated for municipal use. The images below indicate the location of the proposed project within the community and the orientation of hotel and parking garage on their respective adjacent sites.



Site Location on Map



Aerial Photo of Site



Combined Site and Layout for Hotel and Parking Garage

III. SOURCES & USES

The proposed sources and uses for the combined hotel and parking project are outlined on the following page.

HOTEL & PARKING SOURCES & USES				
USES OF FUNDS	Hotel	Parking	Total	%
Land Acquisition	\$4,000,000	\$0	\$4,000,000	7%
Site Costs	\$3,302,651	\$0	\$3,302,651	6%
Construction Hard Costs	\$21,777,000	\$0	\$21,777,000	36%
Parking	\$0	\$15,362,924	\$15,362,924	26%
Soft Costs	\$6,408,874	\$0	\$6,408,874	11%
Developer Fee	\$1,415,941	\$0	\$1,415,941	2%
FF&E	\$3,910,000	\$0	\$3,910,000	7%
Financing Costs	\$3,631,803	\$0	\$3,631,803	6%
Total	\$44,446,269	\$15,362,924	\$59,809,193	100%
Cost per Unit	\$277,789			
Cost per GSF	\$496			
Cost per Space		\$28,345		
SOURCES OF FUNDS	Hotel	Parking	Total	%
Commercial Loan	\$28,890,075	\$0	\$28,890,075	48%
City Payment (300 Spaces)	\$0	\$10,500,000	\$10,500,000	18%
Equity	\$15,556,194	\$4,862,924	\$20,419,118	34%
Total	\$44,446,269	\$15,362,924	\$59,809,193	100%

Hotel

The development budget for the hotel totals \$44.4 million, equating to \$277,789 per key or \$496 per gross square foot. Prior to lodging its application for financial assistance with the City, the developer purchased the land on which the hotel will be constructed. In 2024, the City commissioned an appraisal of the parcel by Tuttle, Armfield & Wagner, which established the value of the parcel at \$4 million, reflected as fair market value in the sources and uses table above. Site costs of \$3.3 million reflect demolition and storm water mitigation requirements. Hard costs of \$243 per square foot are reasonable for a full-service hotel in Florida today given recent fluctuations in the cost of building materials. Overall, the budget for the hotel is within expectations for a facility of this type in Florida today.

The developer has presented a conventional capital structure for the hotel with 65% debt and 35% equity for the hotel.

Parking Garage

The developer's budget for the 542-space parking facility is \$15.4 million or \$28,345 per space. This cost is reasonable for a parking facility of this magnitude. In May of 2025, the City commissioned a cost estimate from independent third-party engineering firm, TLC Engineering Solutions of Melbourne, FL,

which confirmed that the developer’s budgeted cost for the project is within industry standards. The developer has requested \$10.5 million from the City to pay for the 300 designated public parking spaces in the proposed garage. This amount equates to \$35,000 per public space. The TLC report indicates that this amount is within the range that the City could expect to pay for a 300-space garage of this type, were the City to undertake the project on its own. The remainder of the capital stack for the parking garage—\$4.8 million—is assumed to come from developer equity.

Overall, the total combined cost of the hotel and parking project is \$59.8 million of which approximately \$28.9 million or 48% is expected to come from commercial debt, \$10.5 million or 18% from the City and \$20.4 million or 34% from developer equity.

IV. SUMMARY OF GROW AMERICA ANALYSIS

Grow America based its analysis on revenue assumptions provided by the Developer and market comparison data in a project feasibility study completed by Jones Lang and LaSalle (JLL) dated July 2022. GA’s analysis of the hotel and parking garage are summarized below.

a. Hotel Revenue Projections and Operating Assumptions

The developer’s 10-year assumptions for Average Daily Rate (ADR), occupancy, and Revenue Per Available Room (RevPAR), presented on the following page, are consistent with the JLL report.

Full-Service Hotel Melbourne/Eau Gallie Pro Forma										
	1	2	3	4	5	6	7	8	9	10
YEAR	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Number of Rooms	160	160	160	160	160	160	160	160	160	160
Occupancy	69%	76%	80%	80%	81%	81%	81%	81%	81%	81%
Occupied Rooms (per year)	40,547	44,209	46,533	47,000	47,187	47,187	47,187	47,187	47,187	47,187
ADR	\$181	\$197	\$211	\$215	\$219	\$224	\$228	\$233	\$238	\$242
RevPar	\$125	\$151	\$168	\$173	\$177	\$181	\$184	\$188	\$192	\$196

Other assumptions for food & beverage revenue and operating expenses are also consistent with the JLL report. Grow America has not made adjustments to the developer’s assumptions for hotel operations. Projected operating results for the hotel are presented below in item C of this section.

b. Parking Analysis

The developer assumes 25% of occupied rooms in the hotel will use valet services priced in Year 1 at \$25 per room-night. The developer also expects to generate revenue from event parking, assumed at 10% of occupied rooms at a rate of \$15 per room night. These are the only revenue assumptions for the parking facility; no revenue is assumed from public spaces. Projected Year 1 revenue for the parking garage totals \$320,000 and escalates to \$400,000 in Year 10 as a function of increases in occupied rooms and escalated

valet rates at 1% per year. The developer assumes total operating expenses for the garage at \$176,000 in Year 1, which equates to \$325 per space. Total Year 1 operating expenses include \$7,000 in real estate taxes for the hotel's exclusive portion of the garage. Real estate taxes on the hotel exclusive use spaces would not be rebated under the requested financial assistance package. Projected operating results for the parking facility are presented on the following page in Item C of this section.

c. Pro Forma Analysis

The table on the following page presents projected financial performance of the combined hotel and parking project, both with and without requested financial assistance in the first stabilized year of operations (Year 3). Without the City's contribution of \$10.5 million for the garage, it is assumed that the developer would fund the municipal garage with equity. Without this investment by the City, and the 10-year annual rebate of the eligible portion of City real estate taxes on the hotel, the project would not be financially feasible as evidenced by the 2.8% cash-on-cash return and the 3% IRR calculated over 10 years. With the requested financial assistance, the cash-on-cash return is still low but improves to 5.1% and the 10-year IRR improves to 10%. Both of these metrics are marginal but with a strong Debt Coverage Ratio (DCR) of 1.61 and Yield to Cost of 8.8%, the project should be feasible. "But for" the requested financial assistance, the project would not be feasible, and with the requested financial assistance, the developer would not realize undue financial enrichment.

Stabilized Operating Pro Forma (3rd Year) Without and With City Financial Assistance for Project				
	With No City Financial Assistance	Notes	With City Financial Assistance	Notes
City support per parking space	\$0	\$ in total City support for parking	\$35,000	\$10,500,000 in total City support for parking
Revenue	(\$,000)		(\$,000)	
Hotel (including Food & Bev and Other)	\$15,099	\$259 avg rev/night/room	\$15,099	
Parking	\$368	\$4 avg rev/night/space	\$368	
Total Revenue	\$15,467		\$15,467	
Hotel Expenses	(\$5,707)	\$98 avg opex/night/room	(\$5,707)	
Total Undistributed Expenses	(\$4,317)		(\$4,317)	
Management Fee & Insurance	(\$782)		(\$782)	
Real Estate Taxes--Hotel	(\$502)		(\$502)	
City Real Estate Tax Reimbursement--Hotel	\$0	% of eligible City taxes	\$181	100% of eligible City taxes
Real State Taxes--Parking	(\$7)		(\$7)	
City Real Estate Tax Reimbursement--Parking	\$0		\$0	
Net Operating Income	\$4,151		\$4,332	
Reserve	(\$604)		(\$604)	
Debt Service	(\$2,688)		(\$2,688)	
Cash Flow	\$859		\$1,040	
DCR	1.54		1.61	
Cash on Cash	2.8%		5.1%	
Yield to Cost	6.9%		8.8%	
IRR	3%		10%	

A 10-year combined project pro forma is presented in Appendix I on page 10.

V. BENEFIT SUMMARY

The developer has requested financial assistance for the project consisting of \$10,500,00 to pay for the 300 public spaces in the garage; 10 years of rebate on the City portion of real estate taxes on the hotel projected at a total value of \$1,906,780; and use of City-own land on which to build the joint-use garage, the value of which is estimated at \$1,190,652, based on the same value-per-acre as the land on which the hotel will be built, referenced in the Tuttle, Armfield & Wagner report.

The Public benefits to the project comprises the 300 municipal parking spaces at a total cost of \$10,500,000; 10 years of tax increment paid on the hotel project, less the rebate amount, totaling \$3,377,919; and savings of operating expenses on the 300 municipal spaces in the garage that the developer would be responsible for as part of the ground lease terms (estimated at \$350 per year per space or \$1,312,500 capitalized). The estimated public and project benefits are summarized in the table below. As evidenced below, public benefits exceed project benefits by \$1,592,987

PUBLIC VS. PRIVATE BENEFIT			
Public Benefit		\$	
300 Municipal Parking Spaces	\$10,500,000		
Real Estate Taxes (non-City) Taxes Paid Over 10 Years	\$3,377,919		
Estimated Value of Municipal Parking Operating Expense Savings *	\$1,312,500		
TOTAL PUBLIC BENEFIT	\$15,190,419		
Project Benefit		\$	
City Contribution for 300 Municipal Parking Spaces	\$10,500,000		
City Tax Savings Over 10 Years	\$1,906,780		
Estimated Value of .76 Acre Contributed for Garage	\$1,190,652		
TOTAL PROJECT BENEFIT	\$13,597,432		
Net Public Benefit		\$1,592,987	
* Developer operate municipal parking, not City. See calculation to side			

Municipal Spaces	300
Estimated Operating Expenses/Space	+ \$350
Annual Expense	= \$105,000
Cap Rate	/ 8.00%
Estimated Value of Operating Expense Savings	= \$1,312,500

The Downtown Melbourne Public-Private Development Program requires a minimum leverage of seven dollars (\$7.00) for every one dollar (\$1.00) of public funds invested

The combined total cost of the hotel and parking garage is \$59.8 million against which the City has been asked to pay \$10.5 million for 300 public spaces, leaving a total project cost less City investment of \$49.3 million. The City will be paying effectively \$35,000 per space whereas the developer's cost per space is estimated at \$28,345, resulting in a City incentive per space of \$6,655 multiplied by 300 spaces equals a total incentive of \$1,996,500. The developer will realize a further savings of \$1.9 million in rebated City real estate taxes over the 10-year period for a net project incentive of \$3.9 million.

The leverage ratio is derived by dividing the total project cost less City incentive (\$49.3 million) by the net project incentive (\$3.9 million). This equates to a leverage ratio of \$13:\$1—the City would be investing \$1 for every \$13 of net investment by the applicant as summarized in the table on the following page.

LEVERAGE FACTOR			
Total Project Costs	\$59,809,193		
City Parking Incentive	- \$10,500,000		
Total Project Cost Less City Investment	= \$49,309,193		
City Tax Savings Over 10 Years	\$1,906,780		
Net Incentive for City Parking Investment	+ \$1,996,500		
NET PROJECT INCENTIVE	= \$3,903,280		
Leverage Ratio	\$13 :\$1		
Required Leverage Ratio	\$7 : \$1		

City Contribution per Municipal Space	\$35,000
Developer Costs Per Space	- \$28,345
City Incentive to Developer	= \$6,655
Spaces	x 300
Net Incentive for City Parking Investment	= \$1,996,500

APPENDIX I: PRO FORMA

Full-Service Hotel Melbourne/Eau Gallie Pro Forma											
YEAR		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Number of Rooms		160	160	160	160	160	160	160	160	160	160
Occupancy	75%	69%	76%	80%	80%	81%	81%	81%	81%	81%	81%
Occupied Rooms (per year)		40,547	44,209	46,533	47,000	47,187	47,187	47,187	47,187	47,187	47,187
ADR	\$201	\$181	\$197	\$211	\$215	\$219	\$224	\$228	\$233	\$238	\$242
RevPar		\$125	\$149	\$168	\$173	\$177	\$181	\$184	\$188	\$192	\$196
Valet per Occupied Room		25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Valet Rate		\$25	\$25	\$26	\$26	\$26	\$26	\$27	\$27	\$27	\$27
Event Parking per Occupied Room		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Even Parking Valet Rate		\$15	\$15	\$15	\$15	\$16	\$16	\$16	\$16	\$16	\$16
YEAR OF OPERATION		1	2	3	4	5	6	7	8	9	10
Department Revenue--Hotel		7,324	8,844	9,816	10,113	10,356	10,563	10,774	10,989	11,209	11,433
Food & Beverage		3,677	4,561	4,725	4,804	4,866	4,928	4,991	5,055	5,119	5,185
Other		470	528	559	571	584	597	610	624	638	653
Total Hotel Revenue		11,471	13,933	15,099	15,488	15,805	16,088	16,376	16,668	16,967	17,271
Department Revenue--Parking											
Hotel Parking Revenue		253	279	297	303	307	310	313	316	319	323
Event Parking Revenue		61	67	71	73	74	74	75	76	77	77
Total Parking Revenue		314	346	368	375	381	384	388	392	396	400
Total Revenue		11,785	14,279	15,467	15,863	16,186	16,472	16,764	17,061	17,363	17,671
Departmental Expenses--Hotel	46.7%	(4,394)	(5,364)	(5,707)	(5,834)	(5,938)	(6,025)	(6,133)	(6,242)	(6,354)	(6,468)
Departmental Income		7,392	8,915	9,759	10,029	10,248	10,447	10,631	10,818	11,009	11,203
Undistributed Expenses--Hotel	22.1%	(3,155)	(3,832)	(4,152)	(4,259)	(4,346)	(4,424)	(4,503)	(4,584)	(4,666)	(4,750)
Undistributed Expenses--Parking		(144)	(159)	(165)	(168)	(170)	(171)	(172)	(173)	(174)	(176)
Total Undistributed Expenses		(3,299)	(3,991)	(4,317)	(4,427)	(4,516)	(4,595)	(4,675)	(4,757)	(4,840)	(4,926)
Gross Operating Profit		4,093	4,924	5,442	5,602	5,731	5,852	5,956	6,061	6,169	6,277
Management Fee--Hotel		(344)	(418)	(453)	(465)	(474)	(483)	(491)	(500)	(509)	(518)
Management Fee & Insurance--Hotel Parking		(26)	(27)	(27)	(28)	(28)	(28)	(29)	(29)	(29)	(29)
Income Before Non-Op Expenses		3,723	4,479	4,961	5,110	5,229	5,341	5,436	5,532	5,630	5,730
Insurance	1.2%	(295)	(298)	(301)	(304)	(307)	(310)	(316)	(322)	(327)	(333)
Real Estate Taxes--Hotel		(483)	(492)	(502)	(512)	(522)	(533)	(544)	(554)	(565)	(577)
Real Estate Tax Reimbursement--Hotel		174	178	181	185	188	192	196	200	204	208
Real State Taxes--Parking		(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)	(7)
Real Estate Tax Reimbursement--Parking		0	0	0	0	0	0	0	0	0	0
Net Operating Income		3,112	3,860	4,332	4,471	4,581	4,683	4,765	4,849	4,934	5,020
Reserve	4.00%	(459)	(557)	(604)	(620)	(632)	(644)	(655)	(667)	(679)	(691)
Debt Service		(2,456)	(2,456)	(2,688)	(2,688)	(2,688)	(2,688)	(2,688)	(2,688)	(2,688)	(2,688)
Cash Flow		198	847	1,040	1,163	1,260	1,351	1,422	1,494	1,567	1,641
DCR		1.27	1.57	1.61	1.66	1.70	1.74	1.77	1.80	1.84	1.87
Cash on Cash		1.0%	4.1%	5.1%	5.7%	6.2%	6.6%	7.0%	7.3%	7.7%	8.0%
Yield to Cost		6.3%	7.8%	8.8%	9.1%	9.3%	9.5%	9.7%	9.8%	10.0%	10.2%
Valuation Cap Rate	#####	38,90	44,245	54,154	55,889	57,260	58,538	59,567	60,612	61,678	62,756
Outstanding Loan Balance											(26,371)
Net Sale Proceeds											34,502
	Equity										
Benefit Stream	(20,419)	198	847	1,040	1,163	1,260	1,351	1,422	1,494	1,567	36,144
IRR	10%										

GROW AMERICA DISCLAIMER

Standard disclaimer regarding Grow America's compliance with Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") and amended Section 15B of the Securities and Exchange Act of 1934 ("Exchange Act"):

Grow America is not a Registered Municipal Advisor as defined in Dodd-Frank and the Exchange Act and therefore cannot provide advice to a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including structure, timing, terms, or other similar matters concerning such financial products or issues.

The general information contained in this document is factual in nature and consistent with current market conditions and does not contain or express subjective assumptions, opinions, or views, or constitute a recommendation, either express or implied, upon which a municipal entity or obligated person may rely with respect to municipal products or the issuance of municipal securities.

In connection with these matters, it is expressly understood by all parties that Grow America is not acting as your agent, advisor, municipal advisor, or fiduciary. Grow America may have financial and other interests that differ from yours. You should discuss the information contained herein with your own municipal, financial, legal, accounting, tax, and/or other advisors, as applicable, to the extent that you deem appropriate.

June 2, 2025

City of Melbourne Engineering Dept.
James Ennis, PE, PMP, City Engineer
900 E Strawbridge Avenue
Melbourne, FL 32901

RE: EAU GALLIE CIVIC CENTER PARKING GARAGE – EXECUTIVE SUMMARY

DRMP, Inc. (DRMP) completed drafts for the Rough Order of Magnitude (ROM) cost estimates associated with the 6-story 548 space parking garage project on the Eau Gallie Civic Center property. One estimate is for the Parking Structure (TLC Engineering Solutions), and one is for the Site Improvements (by DRMP, Inc.), and both are attached for your review and comments. The TLC attachment (Exhibit A) is in Memorandum format and describes the basis, assumptions and exclusions for their estimate, and the DRMP estimate is attached as Exhibit B. The DRMP and TLC estimates are based on the conceptual design documents provided by the City, prepared by Prime Design Associates, Dated 1/21/25. Certain assumptions were made regarding various site components expected to be required for construction of the site, and they are included in the DRMP cost estimate. Exclusions are listed at the bottom of the DRMP estimate. The DRMP cost estimate is based on recent construction bidding results for site construction, and DRMP experience with similar site developments. We also considered a smaller 4-story 300 parking space garage as noted in Section V of the TLC report. Note that both options would use the same structure footprint and therefore the DRMP site costs remain the same for both options. The following is a summary of the TLC and DRMP estimates, and provides a range of expected costs:

6-STORY 548 PARKING SPACE GARAGE

TLC Engineering Solutions (Building)	\$17,609,950 to \$19,682,130
DRMP, Inc (Site)	<u>\$1,380,115 to \$1,587,132</u>
Total	\$18,990,065 to \$21,269,262

4-STORY 300 PARKING SPACE GARAGE

TLC Engineering Solutions (Building)	\$8,276,677 to \$9,447,422
DRMP, Inc. (Site)	<u>\$1,380,115 to \$1,587,132</u>
Total	\$9,656,792 to \$11,034,554

Note that the estimates provided are intended to provide the City with ROM costs for the project, however they are subject to future updating based on more refined design documents and market data related to construction labor & material costs.

Sincerely,

DRMP, INC.



Scott Nickle, VP

May 20, 2025

Mr. Scott Nickle
Vice President
DRMP
100 Parnell Street
Merritt Island, FL 32953
Delivered via email: snickle@drmp.com

**Re: City of Melbourne
Proposed Parking Garage
Cost Estimate
TLC Project No. 525117**

Dear Scott:

As requested, TLC Engineering has completed a Rough Order of Magnitude (ROM) cost estimate for the construction of a parking garage in the City of Melbourne.

Background / Basis of Cost Estimate

In accordance with our proposal (7-2-24) parking garage is anticipated to include an approximately 535 vehicle, precast concrete, parking garage located in the City EGAD area. East of the City Civic Center.

In addition, TLC was subsequently provided conceptual design documents (including design drawings and outline specifications) prepared by the Prime Design Associates, dates 1/214/2025, which included a 2 story, 548 vehicle, 191,727 sf precast, pre-topped parking garage.

Please note that this cost estimate does not address the associated, adjacent Hotel structure or associated amenity features. Although used as baseline for our cost analysis, we understand that this conceptual design is not complete and would expect it to be refined to be functional and meet expected performance requirements. Our cost estimates rely on pricing models for complete, permitted and constructed facilities with features not addressed in the conceptual design. In addition, the conceptual design includes multiple features focused on aesthetics and curb appeal that would not typically be included in a parking garage focused on function like covered rooftop parking, signage, covered walkways, and architectural nuances. Stormwater systems including stormwater vault storage system is not included in our analysis.

In addition, our cost analysis is based on the following assumptions:

1. Conventional precast concrete double tee floor system supported by standard precast columns, spandrel beams with interior shear walls, and "lite wall" systems.
2. No anticipated special programming or loading areas.
3. Cost includes 2 stair tower and 2 dual elevators as presented in the conceptual design.
4. Cost estimate does not anticipate any special jump or speed ramps.
5. Foundation system is anticipated to be based on a 16" diameter auger cast deep foundation system per the provided geotechnical report.
6. Interior slab on grade is expected to be asphalt.
7. Proposed site demolition or remediation costs are not included.

Our cost analysis includes the following:

- I. Evaluation of parking structure industry cost outlook to appreciate current market conditions relative to historical data.
- II. Precast system cost data derived by consulting the primary precast market suppliers, including Castcrete and Metromont, as well as general contractors with parking garage construction experience.
- III. Evaluation of recent historical similar parking garage cost data, that TLC has been involved with, adjusted for garage features, geography and site-specific features.
- IV. ROM cost estimates based on RS Means cost database.
- V. Summary of calculated ranges
- VI. Potential reduction in Parking Garage size

I. General Industry Median Pricing and Trends:

As of late 2024, Industry statistical data (Per WGI Parking Structure Cost Outlook for 2024) indicates that the median cost for a new parking structure is \$29,900 per space (or \$89.45 / sf) representing a 3.1% annual increase.

Note that these costs do not include land acquisition, AE fees, environmental evaluations, material testing, special inspections, geotechnical investigation, financing, permitting, or related soft costs which typically add 15 to 25% actual total costs.

Although data is not available for Melbourne, Jacksonville projected cost is \$25,864 per space and Tampa is \$26,312/space.

One additional differentiator is that these historic costs do not include fire protection (sprinkler systems) other than standpipes as allowed by the FBC.

Median pricing costs include:

1. 8'-6" to 8'-9" wide parking spaces
2. Precast concrete superstructure
3. Precast concrete façade with simple architecture
4. Standard wayfinding / signage
5. Shallow conventional spread foundations*
6. All above grade construction
7. "Open" parking with natural ventilation
8. Conventional parking access and revenue control system
9. Standard energy efficient lighting

*Note- Pricing to be modified to reflect proposed auger cast pile supported deep foundation system.

Excluded potential "added" features:

1. Stormwater management including onsite retention / detention
2. Architectural façade including ornate precast, brick, metal panels
3. Roof level PV or EV charging stations
4. 9'-0" or wider parking spaces
5. Custom wayfinding / signage systems

In addition, construction cost trending anticipates a 4.73% increase in 2025 (Turner Construction – Projected 2025 non-residential Cost Directory)



As the proposed Melbourne parking structure (based on provided basis of design) closely relates to the Median Criteria, (with an adjustment for expected pile foundation system) we would anticipate a total construction cost range of \$18,265,390 to \$19,853,685.

II. Precast and General Contractor cost input

Discussions with precast concrete parking garage systems including Finrock, Castcrete, and Metromont indicates expected direct costs of \$29 to \$33 / sf based on the Median parking structure characteristics outlined above. This represents costs of the precast superstructure adding the additional expected pricing based on GC input results in the following summary:

Summary

Siteworks	\$1,330,339
Parking Deck	\$11,018,935
GC Costs / O&P	\$1,907,308
Added Features	\$810,000
Soft Costs	<u>\$3,215,670</u>
	\$17,412,324

Added features included roof top pergola, canopy, and decorative aluminum screening. Contractors also suggest a 5% contingency based on current market conditions, creating high cost projection of \$19,219,955

III. Recent applicable parking garage experience:

Recent equivalent TLC parking garage projects for which TLC has pricing data include:

- Canaveral Port Authority (CT3 / CT8)
- Cocoa Beach Municipal Parking
- WPB Federal Courthouse
- Manatee County
- Polk County Courthouse

Each of these projects have unique design and construction features that require adjustment of costs to render a comparable equivalent projected cost, including: foundation systems, parking spaces, coastal protection, asphalt paving in lieu of concrete, and time and construction (especially important, as construction costs have escalated appreciably since 2020).

Adjusting for these considerations results in projected total costs of \$ 16,780,880.00
to \$ 20,654,320.00

Diversity of project variables across 4 projects results in wider range of comparable values.

IV. RS Means derived costs

Costs are derived using RS Means database for comparable precast parking garage (2024 Database)

See attached spreadsheet summary. Costs are based on assumptions outlined above.

RS Means Cost Summary ranges from \$17,409,808 to \$18,464,948.

V. Summary of Calculated Ranges:

	LOW	HIGH
1. Industry Metrics	\$18,265,390	\$19,853,685
2. Precast Suppliers / GC Estimates	\$17,472,324	\$19,219,556
3. Historical Project Data	\$16,780,880	\$20,654,320
4. RS MEANS Median	\$17,409,800	\$18,464,948

Note: Projected costs are based on assumptions outlined above

Please be aware that there will be inconsistencies between the four methods but that the composite analysis is expected to mitigate the discrepancies inherent in any individual cost model. Utilizing an equal weighting for all 4 methods renders an average project range as follows:

Minimum: \$17,482,100
Maximum: \$19,548,127

V. Potential Reduction in Parking Garage size:

The city has requested a cost analysis based on the potential of excluding partnership with a hotel complex to accommodate a reduced 300 vehicle garage with a similar footprint.

A 300 vehicle garage could be accomplished with a 4 level garage, with the fourth floor covering only part of the building footprint which introduces some inefficiency in design. Other cost considerations would include:

- A higher percentage of parking spaces will be on the asphalt slab on grade, with significantly reduced costs relative to elevated parking spaces.
- Elevator cost reductions will be limited to reduction in shaft height only. The majority of elevator equipment costs would not be reduced.
- Potential of utilizing conventional spread foundations in lieu of auger cast piles currently proposed for the 6 story, 548 vehicle garage option. The provided geotechnical report does not address this potential option, so impact / potential cannot be fully assessed at this time.

Based on what we do know, (ignoring potential for spread foundations), and extrapolating from our previous cost analysis we would anticipate a construction cost range as follows.

Minimum: \$8,276,677
Maximum: \$9,447,422

The same qualifications would apply as noted above.

Please contact us with any questions or comments regarding this report.


Gary C. Krueger, PE, LEED AP BD+C, CM, GGP
Principal

Engineer's Preliminary Estimate of Site Construction Cost

Eau Gallie Civic Center Parking Garage

City of Melbourne Project No. 10521

DRMP File # 21-0524.131 Cost Estimate

Date: 05/06/2025

Item	Qty	Un	Unit \$	Extended \$
Mobilization	1	LS	116,800.00	116,800.00
Maintenance of traffic	1	LS	54,500.00	54,500.00
Pavement demolition	1	LS	40,000.00	40,000.00
Erosion & sediment control	1	LS	18,000.00	18,000.00
Clearing and grubbing	1	LS	52,000.00	52,000.00
Excavation	1	LS	62,000.00	62,000.00
Embankment	1	LS	40,000.00	40,000.00
Inlet, type D Outfall Structure	1	EA	12,000.00	12,000.00
Storwater vault No. 1 (StormTrap)	7,513	CF	25.00	187,825.00
Storwater vault No. 2 (StormTrap)	914	CF	25.00	22,850.00
Storwater vault No. 3 (StormTrap)	5,518	CF	25.00	137,950.00
Storwater vault No. 4 (StormTrap)	4,145	CF	25.00	103,625.00
Storwater vault No. 5 (StormTrap)	1,794	CF	25.00	44,850.00
Trench Drain	48	LF	250.00	12,000.00
18" RCP	124	LF	390.00	48,360.00
24" RCP	70	LF	490.00	34,300.00
Roof Drain Manifold System	1	LS	35,000.00	35,000.00
Asphalt Pavement Open Cut & Restoration	1	LS	50,000.00	50,000.00
Utilities (water & fire)	1	LS	80,000.00	80,000.00
Concrete Pavement, 6" Thick, 3,000 psi	445	SY	140.00	62,300.00
Concrete Curb & Gutter, Type D	469	LF	75.00	35,175.00
Concrete Valley Gutter, 3' Wide	132	LF	140.00	18,480.00
Striping & Signage	1	LS	10,000.00	10,000.00
Bollard	6	EA	800.00	4,800.00
Concrete driveway w/fiber, 8"	95	SY	200.00	19,000.00
Sod	1,900	SY	7.00	13,300.00
Landscaping & Irrigation	1	LS	40,000.00	40,000.00
Testing allowance	1	LS	5,000.00	5,000.00
Record drawings	1	LS	20,000.00	20,000.00
Subtotal				1,380,115.00
15% Contingency				207,017.00
Total Estimated Cost				1,587,132.00



Melbourne City Council
October 28, 2025
City Manager's Item Report

Department:	City Attorney's Office
Presenter:	Adam Conley, Richard Broome
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.18.

Subject:

Proposed Ordinance Amending Sec. 42-19 for Large Group Feedings in City Parks

Background/Consideration:

Pursuant to City Council direction at the September 24, 2025 City Council meeting, the City Attorney's Office has prepared a proposed ordinance to make findings regarding large group feedings within the City, and to amend Sec. 42-19, City Code for the roster of community parks and available days and times for large group feedings. The intended purpose of this proposed ordinance is to distribute the activity of large group feedings equitably throughout the City, while continuing to provide ample and alternative opportunities for permit applications to engage in the activity.

Per the discussion on September 24, 2025, City Council requested a revision to Sec. 42-19 to create an alternating roster of available parks on weekend days. As illustrated in the proposed ordinance and attached staff memo, the City Attorney's Office and City staff are seeking guidance and direction from City Council on how to finalize the revised roster - specifically, whether to include Southwest Park or Eddie Lee Taylor Sr. Park within the alternating weekend roster.

Fiscal/Budget Impact:

N/A

Requested Action:

Council direction on finalizing the proposed amendment of Sec. 42-19 and approval of Ordinance No. 2025-50.

MEMORANDUM

TO: Mayor and City Council

THRU: Adam Conley, City Attorney

FROM: Richard Broome, Deputy City Attorney

SUBJECT: Proposed Code Modification to Melbourne's Ordinance Regulating the Schedule and Location of Large Group Feeding Events in City Parks

DATE: October 28, 2025

In 2014 the City of Melbourne City Council adopted Ordinance No. 2014-69, regulating large group feedings to address concerns associated with large group feeding events in the City's parks, including but not limited to, the accumulation of trash, safety concerns, aesthetics, and ensuring the availability of park use for the public. Ordinance No. 2014-69 created Section 42-19 of the Melbourne City Code, "Parks for large group feedings; designation of days and hours", which established regulations designating seven different City owned or controlled parks ("City parks") where large group feeding events may occur, and specifies the specific days and times during which these events may be held in those parks.

At its September 24, 2025 meeting, City Council discussed the availability and utilization of City parks to determine whether a change in the schedule or location of large group feeding events should be considered. The City Council discussed the desire to preserve the overall number of opportunities available for large group feeding events in City parks, while addressing the burdens that these events may have on neighboring communities, especially when these large events may be conducted in the same parks each and every weekend.

In an effort to spread the burden of these large events throughout a greater area within the City, while ensuring ample opportunities for the exercise of the expressive conduct being regulated and the opportunity for other use of the parks by the public, the City Council directed the City Attorney's Office to draft a proposed amendment to Section 42-19 of the City Code whereby the number of City parks available for large group feeding events on weekends would be increased by adding Brothers Park, Sherwood Park and either Southwest or Eddie Lee Taylor Sr. Park; and the City parks would be available on weekends on a rotating basis.

The proposed ordinance amends Section 42-19, City Code, by identifying the City parks that may be utilized for large group feeding events on weekends (Saturday and Sunday), on a rotating basis, as Group A and Group B. Group A includes Jimmy Moore Park, Riverview Park, and newly proposed Brothers Park. Group B includes Wells Park, and newly proposed Sherwood Park and either Southwest Park or Eddie Lee Taylor Sr.

Park. The City Attorney's Office respectfully requests direction on which park of Southwest or Eddie Lee Taylor Sr. to include in this ordinance for second reading. For any month with a fifth day that falls on a Saturday or Sunday, the Parks director and staff shall alternate between Groups A and B for availability.

RECOMMENDATION: Council direction on finalizing the proposed Sec. 42-19 and approval of the ordinance.

ORDINANCE NO. 2025-50

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO LARGE GROUP FEEDINGS IN CITY PARKS; MAKING FINDINGS; AMENDING CHAPTER 42 OF THE CITY CODE, ENTITLED "PARKS AND RECREATION"; AMENDING SECTION 42-19, PARKS FOR LARGE GROUP FEEDINGS; DESIGNATION OF DAYS AND HOURS; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, in 2014 the City of Melbourne City Council adopted Ordinance No. 2014-69, regulating large group feedings to address concerns associated with large group feeding events in the City's parks, including but not limited to, the accumulation of trash, safety concerns, aesthetics, and ensuring the availability of park use for the public; and

WHEREAS, in preparing Ordinance No. 2014-69, the City was guided by the opinion of the United States Court of Appeals for the Eleventh Circuit in the case of First Vagabonds Church of God v. City of Orlando, 638 F. 3d 756 (11th Cir. 2011), in which the federal court upheld a City ordinance that limited large group feedings to certain specified public parks within the city finding that the City had a substantial interest in managing park property and spreading the burden of group feedings throughout a greater area and that those interests were unrelated to the suppression of speech; and

WHEREAS, Ordinance No. 2014-69 created section 42-19 of the City Code, which established regulations designating seven different City owned or controlled parks ("City parks") where large group feeding events may occur, and the specific days and times during which these events may be held in those specified parks, without regulating the content of speech at such events; and

WHEREAS, Section 42-19 currently designates three specific City parks that may be utilized for large group feeding events every Saturday and Sunday throughout the year on each and every weekend; and

WHEREAS, due to a steady and significant increase in residential and other growth, the City is experiencing a corresponding increase in demand and competition for park space and usage by citizens, and the City seeks to encourage and facilitate the use of City parks by City residents in a safe, sanitary, and aesthetically pleasing atmosphere; and

WHEREAS, during a public meeting held on September 24, 2025, the City Council received input from the public and city staff regarding the size, location, amenities, availability and utilization of City-owned parks to determine whether a change in the schedule or location of large group feeding events was warranted; and

WHEREAS, testimony before City Council has demonstrated that having large group feeding events at the same parks every weekend does limit the availability of those parks to the rest of the public, and the burdens that may be associated with such large events are imposed upon the same neighboring communities every weekend; and

WHEREAS, the City is committed to providing reasonable and ample alternative land space within City parks for large group feeding events; however, the use of the same parks for these events each and every weekend restricts the use of those park or facilities by other members of the public, which the placement of reasonable time, place, and manner restrictions for such events would resolve; and

WHEREAS, the City Council finds that expanding the number of City parks available for large group feeding events on the weekends, and making those parks available on a rotating basis, does achieve the significant governmental interest and purpose of spreading the burden of

these events throughout a greater area and making the parks available for use by the public, while leaving open ample alternative ways for the exercise of the expressive conduct that is being regulated; and

WHEREAS, City Council finds that the amendments to the scheduling of large group feeding events preserves the overall number of opportunities available for these events in the various City parks designated throughout the City; and

WHEREAS, City Council finds that amending Section 42-19 of the Code to revise and amplify the rules governing the use of City-owned parks for large group feeding events promotes the public health, safety and welfare of its citizens; and

WHEREAS, in light of the facts presented and the relevant case law, the City finds it necessary and in the best interest of the health, safety and welfare of its citizens to enact this ordinance.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 42-19 of the City Code of Melbourne, Florida is hereby amended to read as follows:

Sec. 42-19. Parks for large group feedings; designation of days and hours.

(a) Large group feedings shall only occur in the following municipal parks during the hours specified:

(1)	Southwest Park	Monday through Friday from 10:00 a.m. until 2:00 p.m.
(2)	Lipscomb Park	Monday through Friday from 10:00 a.m. until 2:00 p.m.
(3)	Crane Park	Monday through Friday from 10:00 a.m. until 2:00 p.m.

(4)	Carver Park	Monday through Friday from 10:00 a.m. until 2:00 p.m.
(5)	Riverview Park	Saturday and Sunday from 10:00 a.m. until 2:00 p.m. and from 4:00 p.m. until 5:00 p.m.
(6)	Wells Park	Monday through Sunday from 10:00 a.m. until 2:00 p.m.
(7)	Jimmy Moore Park	Saturday and Sunday from 10:00 a.m. until 2:00 p.m. and from 4:00 p.m. until 5:00 p.m.

Monday through Friday

<u>Southwest Park</u>	<u>10:00 a.m. – 2:00 p.m.</u>
<u>Eddie Lee Taylor Sr. Park</u>	<u>10:00 a.m. – 2:00 p.m.</u>
<u>Crane Park</u>	<u>10:00 a.m. – 2:00 p.m.</u>
<u>Carver Park</u>	<u>10:00 a.m. – 2:00 p.m.</u>
<u>Wells Park</u>	<u>10:00 a.m. – 2: 00 p.m.</u>

Weekend Rotation

Group A: SATURDAY AND SUNDAY (First and Third Weeks)*

<u>Brothers Park</u>	<u>10: 00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.</u>
<u>Jimmy Moore Park</u>	<u>10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.</u>
<u>Riverview Park</u>	<u>10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.</u>

Group B: SATURDAY AND SUNDAY (Second and Fourth Weeks)*

<u>Sherwood Park</u>	<u>10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.</u>
<u>Wells Park</u>	<u>10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.</u>
<u>Southwest Park/Eddie Lee Taylor Sr. Park</u>	<u>10:00 a.m. – 2:00 p.m.; 4:00 p.m. – 5:00 p.m.</u>

*For any month with a fifth day that falls on a Saturday or Sunday, the director and staff shall alternate between Group A and Group B for availability.

(b) No large group feedings may occur in neighborhood parks.

* * * *

SECTION 2. Severability/Interpretation Clause.

(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.

(c) That in interpreting the provisions of this ordinance, the updated provisions of Section 42-19, City Code shall not impact large group feeding permits approved by the City as of the date of adoption set forth in Section 3 of this ordinance.

SECTION 3. That this ordinance shall become effective on January 1, 2026 as authorized by Section 2.11 of the City Charter of the City of Melbourne.

SECTION 4. 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. 2025-50

Business Impact Estimate

To: Mayor and City Council
Thru: Adam Conley, City Attorney
From: Richard Broome, Deputy City Attorney
Date: October 14, 2025
Re: Proposed Ordinance Modifying Code Regulations to the Scheduling and Location of Large Group Feeding Events in City Parks

Summary of the Proposed Ordinance

Pursuant to City Council's prior direction in furtherance of the public health, safety, morals and welfare of the City, this proposed ordinance increases the number of City parks available for large group feeding events on weekends, while making those City parks available on weekends on a rotating basis.

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

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 subject to the proposed ordinance. There are no new regulatory costs leading to new charges or fees imposed on businesses due to the proposed ordinance. There are no estimated negative direct economic impacts on private for-profit businesses from the proposed ordinance.

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

None negatively impacted.



**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	City Manager's Office
Presenter:	Joan Junkala
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.19.

Subject:

Discussion and direction on the future of the Melbourne Auditorium

Background/Consideration:

At the July 22, 2025 regular Council meeting, City Council provided staff direction to proceed with a feasibility study for the Melbourne Auditorium. However, staff is requesting additional direction on Council's expectations related to the feasibility study. To that end, staff will present an overview of the previously commissioned "2007 Civic Center Study, Phase I: Market Study", also referred to as the 2007 Melbourne Auditorium Study. Staff is seeking to understand whether Council would like an update to the 2007 study, a study that evaluates what type of facility today's market will support, a study related to expanding the programs and services currently being served by the existing auditorium, a study that seeks to re-purpose the site for a convention center and related amenities phased out over a period of time, or otherwise.

Fiscal/Budget Impact:

There is \$75,000 budgeted for a feasibility study related to the Melbourne Auditorium.

Requested Action:

Discussion and direction on the future of the Melbourne Auditorium

CITY OF MELBOURNE CIVIC CENTER STUDY PHASE I: MARKET STUDY



Strategic Planning Group, Inc.

RECEIVED

MAR 22 2007

ENGINEERING DEPARTMENT
CITY OF MELBOURNE, FLORIDA

Item No. C. 19.

**CITY OF MELBOURNE
CIVIC CENTER STUDY
PHASE I: MARKET STUDY**

FINAL
MARCH 2007

Submitted to:

City of Melbourne, FL

Submitted by:



***Strategic Planning Group, Inc.
2453 South Third Street
Jacksonville Beach, Florida 32250
Phone: 904-339-0150
Fax: 904-339-0151***

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Executive Summary – Findings and Recommendations

Purpose of the Study

Strategic Planning Group, Inc. (SPG) was engaged by the City of Melbourne to conduct a market analysis and facility assessment for a public assembly facility. The study was initiated in recognition that the Melbourne Auditorium is aging and that an assessment of the facility, its location, and the market was needed in order to fairly determine a course of action. The auditorium is approximately 20,600 square feet in size, which is a compilation of various spaces that have been added to the facility over time, with the largest single space being 8,960 square feet in size.

Melbourne Auditorium – Analysis of Event Activity

The Auditorium was built approximately 43 years ago and has expanded over time as the need for additional space has arisen. The utilization of the facility is predominantly public-oriented trade shows (i.e. coin shows, guns shows, boat shows) with remaining utilization by community-oriented activities like concerts, dances, banquets and the like.

The various event-oriented spaces within the facility are smaller than the demand. Therefore, it is common for the entire facility to be leased for one event. SPG analyzed the historical event information for the auditorium in order to determine the actual growth in the market for events and the growth of events for space. Table ES-1 shows the number of events and event days by type of events for a five-year period from 2002 to 2006.

Table ES-1: Melbourne Auditorium – Summary of Events by Type, 2002 through 2006.

Type of Events	2002 # of Events	Event Days	2003 # of Events	Event Days	2004 # of Events	Event Days	2005 # of Events	Event Days	2006 # of Events	Event Days
Type of Events										
Concerts	21	47	14	28	25	50	23	48	24	51
Dances/Dinners	24	25	20	20	22	23	23	27	21	23
Exhibit/Tradeshows	30	78	34	95	30	92	34	98	35	110
Festivals/Fairs	9	14	9	15	9	14	5	8	4	7
Fundraisers	3	5	4	7	4	6	4	6	5	7
Recitals	0	0	1	1	1	1	1	1	1	1
Seminars/Meetings	12	12	9	11	13	15	20	22	13	13
Theater Productions	3	3	2	2	3	3	2	2	2	2
Total	102	184	93	179	107	204	112	212	105	214
Utilization (%)		50.4%		49.0%		55.9%		58.1%		58.6%

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006

SPG conducted an overall utilization of the facility by type of event and facility space requirement for 2006. In this analysis, the facility's usage is evaluated on a per square foot basis in addition to utilization on an event or event day basis. Since the entire facility is leased on a frequent basis, it prevents the ability to lease other components of the facility at same time. Over 80% of the entire facility is leased (based on the amount of square footage rented) during 2006. Based on the number of event days and total facility utilization in terms of the amount of leased space, the Auditorium is currently functioning at maximum capacity.

Adequacy of Facility and Site

SPG conducted interviews with a number of event promoters and facility users about the auditorium and plans for future usage. Based on these user interviews and an analysis of the current facility, SPG determined that the current auditorium building is functionally obsolete, in terms of its size, age, and equipment (sound systems, seating and lighting) and, that over time, the number of events will diminish. Furthermore, it was determined that the site lacks inadequate event parking and does not provide close proximity (walking distance) to an adequate supply of 300 hotel rooms, preferably ones with complementary meeting and dining facilities.

SPG Recommendations for Facility Program/Actions

Based on a review of recent trends in the market, an analysis of the development history of comparable facilities, SPG recommends the following:

- 1) The construction of a 40,000 square foot exhibit facility, which is considered an important element in a proposed multi-purpose facility. This facility should be a minimum of 40,000 square feet in its Phase I development and designed such as to allow for the development of future phases as the market demands. A facility assessment needs to be conducted to determine the potential of a facility renovation program. Furthermore, a site assessment needs to be prepared to determine whether the existing site meets the need for the development of the exhibition hall, future expansion, and parking facilities (see number 2 and 3 below).
- 2) The expansion of the exhibition facility to include additional facilities to promote conventions and meetings, thereby, generating new economic benefits to the community. These facilities include a combination of pre-function and ballroom areas of 20,000 to 25,000 square feet to accommodate the convention and local meetings market, approximately 8,000 to 10,000 square feet additional meeting breakout meeting space, a key element in attracting state and regionally oriented meetings and conventions, and other modern amenities, including sound systems, internet access, portable stages and seating and lighting.
- 3) The preparation of a cost/benefits analysis to identify estimates of construction costs, financial operations, potential funding sources, and economic (fiscal) impacts.

Section 1 - Introduction

Strategic Planning Group, Inc. (SPG) was engaged by the City of Melbourne to conduct a market analysis and facility assessment for a public assembly facility. The study was initiated due to the recognition that the current Melbourne Auditorium (Civic Center) was aging and that an assessment of the facility, its location, and the market was needed in order to fairly determine a course of action. The auditorium is approximately 20,600 square feet in size, which is a compilation of various spaces that have been added to the facility over time, with the largest single space being 8,960 square feet in size. A summary of the facility is provided in Table 1. A more detailed analysis of the facility's utilization is presented in Section 5 of the report.

Table 1: Melbourne Civic Auditorium, Floor Space and Seating Configuration.

Area	Square Feet	Number of Exhibits	Seating Banquet	Dance	Seminar	Theater
Main Hall	8,960	60	800	680	1,335	1,335
East Hall	4,368	22	350	300	400	
West Hall	3,584	22	250	200	400	
Stage	2,340					
Lobby	1,380	6				
Total	20,632	110	1,400	1,180	2,135	1,335

Source: City of Melbourne.

The study was divided into a work program of four phases. Phase I of the study was an overall market assessment of the Melbourne area to: 1) determine the potential for the development of a public assemblage facility; and, 2) determine what type of facility configuration would best suit the current and potential users of such a facility. The results of the analysis are to be summarized into alternative facility concepts identifying the projected utilization by different types of events. The major tasks of the *Phase One Market Study* report are:

- Conduct a project kick-off meeting and gather information previously assembled, including prior studies.
- Profile the community attributes which are directly related to the demand for such a facility.
- Profile current meeting and event activities occurring at the Melbourne Auditorium and other area facilities.
- Conduct interviews with various stakeholders and current and potential users.

- Summarize convention and tradeshow industry trends.
- Analyze comparable facilities in terms of design and facility usage.
- Develop alternative building programs and estimates of utilization.
- Provide a report of findings and conclusions and conduct a workshop to review the findings and recommendations.

Phases II and III of the study include an assessment of the site and existing Melbourne Auditorium facility to determine the suitability of the site/facility based on the results of the Phase I market analysis. Phase 4 of the study will provide financial estimates of constructions costs and facility operations, as well as a profile of potential funding sources based on the facility concept chosen for the analysis.

Types of Facilities

The confusion created by the various names given different types of facilities can be illustrated by the term “civic center”, which has been used to describe arenas, convention centers, auditoriums and exhibition halls. The following descriptions are those commonly used by the Urban Land Institute.

Auditorium

These multipurpose buildings are characterized by a flat floor that enables them to function as small arenas, exhibition halls and theaters. They often have a fixed stage at one end with permanent seating focusing sight lines on the stage. Generally, portable seating on risers and on the floor is set up for a stage event or center floor event such as a boxing match. The first floor portable seats can be removed to provide for a basketball court or space for a small exhibit or “flat show” event. These types of facilities were popular during the 1950’s and 1960’s, with most communities having their own municipal veterans memorial auditoriums. In recent decades, these structures have been replaced by arenas and exhibition halls.

Arena

Typically, the arena type structure is a flat floor facility with seating fixed at 8,000 to 22,000 seats arranged on one or two levels. Arenas of less than 10,000 seats generally have all seats on one tier of seating in a single, oval shaped bank. Arenas with more than 10,000 seats provide seating on two levels typically reached from one main concourse

that divides the two tiers of seating. The sight lines for an arena are nearly always designed for events the size of a hockey floor, such as circuses, ice shows, indoor soccer and arena football.

Exhibition Hall

An exhibition hall contains 50,000 to 700,000 square feet or more of contiguous flat floor space with a 25- to 30-foot high ceiling. The space is typically larger than that of the largest hotel ballrooms and is often sized by the amount of land that can be assembled to provide contiguous floor space on grade.

Convention Center

A convention center contains exhibition space, as well as a substantial number of meeting rooms, which are one-third to one-half the size of the exhibition hall. Space is also available for a kitchen, banquet facilities, an auditorium and other special purposes. These buildings host trade shows, public shows, conventions, food functions, receptions, dances, banquets, assemblies and keynote speaker addresses. The meeting room space or ballroom space often is described in terms of the number of people it can accommodate for different events – for example banquet style (approximately 10 to 12 square feet per person), receptions style (cocktail party-type event), classroom style and auditorium style.

Multipurpose Center

In addition to single-purpose centers, smaller cities often develop civic centers or community centers that are designed to host a wide variety of events as is the case of the Melbourne Auditorium (Civic Center). The multipurpose building typically consists of a large rectangular flat floor space with telescopic (portable) seating to allow for exhibitions and mart-type events (with seating removed) or spectator events: entertainment and sporting events (with seating in place). For example, in Daytona Beach, the multipurpose Ocean Center is ideally designed to remain in an arena configuration during seasonal periods of peak occupancy and then return to a flat floor facility to attract conventions during lower occupancy periods.

Review of Previous Studies

Over the last six years, the Melbourne Airport Authority commissioned two studies to assess the market support for multi-use meeting facilities. The first study was completed in May 2000 by Real Estate Research Consultants, Inc., while a second study was completed in February 2003 by C. H. Johnson Consulting, Inc. The following provides a review of these studies summarizing key findings and recommendations.

The 2000 RERC Study

While the RERC study included a market assessment, one of the primary purposes of the study was also to evaluate seven areas within the county for their suitability to support a meeting facility. The RERC study concluded that there were three general areas within the county that offered the best potential for a proposed meeting facility. The areas identified were Melbourne, Cape Canaveral/Cocoa Beach and the Melbourne Beach area. The study also recommended the following building program:

- Multi-use space of 25,000 to 30,000 square feet which could handle 1,500 to 2,000 people in a banquet setting.
- Breakout meeting space of 12,000 to 15,000 square feet.
- Supporting ancillary facilities, including pre-function area, lobbies, kitchens, storage, service corridors, etc.

The RERC Study concluded that the proposed facility, located in one of these three areas, could attract an estimated 173 events in a stabilized year that would generate approximately 246 total event days and 85,000 attendees, which also assumes an adjacent hotel of at least 300 rooms¹. The estimated utilization by type of event is summarized below (Table 2):

¹ RERC's utilization estimates reflected a slightly lower number of consumer shows due to the expected competition with the Florida Convention Center, which had historically attracted a significant amount of consumer shows, but is no longer in business.

Table 2: 2000 RERC Study – Estimates of Facility Utilization by Type of Event.

Event Type	Number of Events	Total Event Days	Total Attendance
Convention/Tradeshows	25	75	13,500
Corporate (Non Local)	30	30	4,500
Consumer Shows	15	38	45,000
Concerts	3	3	6,000
Local Community Events	100	100	16,000
Total	173	246	85,000

Source: 2000 Market Study, RERC.

The RERC study also concluded that the proposed facility would be most popular with state oriented groups² and that 80 to 90 percent of the convention and tradeshows would be state groups and associations.

The 2003 Johnson Consulting Study

The second market study, conducted in 2003, focused strictly on the placement of a conference and meeting facility at the Melbourne International Airport as part of the Melbourne Airport Authority's long-range master planning process. The study prepared an assessment of Melbourne's current ability to host various types of events, which concluded the community's overall ability was "very poor". The Johnson Consulting Study recommended the following building program:

- A mid-size facility with approximately 40,000 to 50,000 square feet of exhibit space.
- 20,000 square feet of meeting space.
- Future expansion plans to include a ballroom.

The Johnson Consulting Study concluded that the proposed facility could attract an estimated 152 events in a stabilized year generating approximately 157,100 attendees³. The estimated utilization by type of event is summarized below:

² RERC estimated that 80 to 90 percent of the convention and tradeshow events would be state groups and associations with the remainder regional in nature.

³ The Johnson Consulting Study concluded that while a planned facility in Melbourne is expected to be located on land owned by the Airport Authority, its presence on airport land is not expected to significantly affect the meeting facility's or airport's demand.

Table 3: 2003 Johnson Consulting Study – Estimates of Facility Utilization by Type of Event.

Event Type	Number of Events	Total Attendance
Convention/Tradeshows	42	68,300
Corporate (Non Local)	40	5,200
Consumer Shows	15	54,600
Concerts	0	0
Local Community Events	55	29,000
Total	152	157,100

Source: 2003 Market Study, C.H. Johnson Consulting.

The Johnson Consulting study also assumed that the hotel would be in close proximity and that certain facility components like the ballroom could be shared between the two facilities.

Section 2 – Community Profile

This section of the report serves as an assessment of various community characteristics that can be deemed either positive or negative to the development of a multi-purpose public assemblage facility.

Location

Located in the southern portion of Brevard County, Melbourne is approximately midway between Miami and Jacksonville along the east central Space Coast region of Florida. Melbourne is approximately 50 miles southeast of the Orlando International Airport and the many attractions in the Orlando area including Disney World Resort, Disney's MGM Studios, Epcot Center and the Universal Orlando Resort. Brevard County provides the closest beaches to residents and visitors of the Orlando area.

Figure 1: Map of Brevard County and Municipalities



Population Growth

The Melbourne MSA encompasses all of Brevard County and contains 15 municipalities and five unincorporated communities. The MSA expanded by 55,740 residents between

2000 and 2005 to a total population of 531,970, representing an 11.7% increase. Population projections indicated that the county is anticipated to grow to 620,600 residents, or by 88,630 persons, between 2005 and 2015. This represents a population increase of more than 16.7% over a ten-year period, or almost 9,000 annually. The southern portion of the county, including Melbourne and its adjacent communities, represents approximately 53% of the county's entire population.

Table 4: Population Growth – Brevard County and the State of Florida, 1998 to 2015.

Year	Brevard County		State of Florida	
	Population	% Chg	Population	% Chg
1998	459,713	-	15,230,421	-
1999	467,401	1.7%	15,580,244	2.3%
2000	476,230	1.9%	15,982,378	2.6%
2001	485,176	1.9%	16,330,601	2.2%
2002	494,102	1.8%	16,674,608	2.1%
2003	507,810	2.8%	17,070,167	2.4%
2004	521,422	2.7%	17,280,558	1.2%
2005	531,970	2.0%	17,918,227	3.7%
	Avg % Chg		Avg % Chg	
2010	577,300	1.7%	19,655,100	1.9%
2015	620,600	1.5%	21,280,300	1.7%

Source: Space Coast Economic Development Commission, 2006

Table 5 identifies the distribution of the County's population by municipality. In 2000, the cities of Melbourne, Palm Bay, and West Melbourne constituted 33.8% of the total county population. This level increased to 34.2% by 2005. West Melbourne and Palm Bay represented significant growth in the immediate area between 2000 and 2005, representing a change of population of 53.3% and 15.7%, respectively, while the city of Melbourne increased 5.2%.

Table 5: Brevard County Population by Municipality, 2000 – 2005.

Year	2000	% of County	2005	% of County	2000-2005 % Chg
Cape Canaveral	8,829	1.9%	10,034	1.9%	13.6%
Cocoa	16,412	3.4%	17,606	3.3%	7.3%
Cocoa Beach	12,482	2.6%	12,880	2.4%	3.2%
Indialantic	2,944	0.6%	3,059	0.6%	3.9%
Indian Harbour Beach	8,152	1.7%	8,672	1.6%	6.4%
Malabar	2,622	0.6%	2,843	0.5%	8.4%
Melbourne	71,382	15.0%	75,060	14.1%	5.2%
Melbourne Beach	3,335	0.7%	3,405	0.6%	2.1%
Melbourne Beach Village	706	0.1%	719	0.1%	1.8%
Palm Bay	79,413	16.7%	91,888	17.3%	15.7%
Palm Shores	794	0.2%	942	0.2%	18.6%
Rockledge	20,170	4.2%	24,587	4.6%	21.9%
Satellite Beach	9,577	2.0%	11,205	2.1%	17.0%
Titusville	40,670	8.5%	43,751	8.2%	7.6%
West Melbourne	9,824	2.1%	15,059	2.8%	53.3%
Unincorporated	188,918	39.7%	210,260	39.5%	11.3%
Brevard County	476,230	100.0%	531,970	100.0%	11.7%

Source: BEBR, 2006; Strategic Planning Group, Inc., 2006.

Employment and Income

The Brevard County/Space Coast Region is best recognized as the home to NASA's Kennedy Space Center, which employs 2,664 persons at the Center and the Visitor's Complex. Additionally, many employers in Brevard County are "high-tech" companies related to NASA, such as United Space Alliance (6,500 employees), Harris Corporation (6,500 employees), Space Gateway support (3,000 employees), Boeing (1,800 employees), and Lockheed Martin (975 employees). Large local businesses, and in this case related supporting companies, will generally have a continuing need for meeting and event space within a community. According to the Economic Development Commission of Florida's Space Coast, a large portion of the high tech industry base is located in the southern portion of the county⁴. Currently, the demand for meeting space is either being met through a limited number of local hotels or in off-site markets, such as Orlando. The 2004 and 2005 hurricane seasons have also impacted the local corporate demand for meeting space, which will be discussed later in the report. Table 6 identifies the area's largest employers in terms of the number of employees as well as the type of industry.

⁴ The Johnson Consulting Study stated that based on Economic Development Commission of the Florida's Space Coast data, approximately 80 percent of the county's high-tech office space is in southern Brevard, with an occupancy rate of 95 percent (compared to 36 percent and 78 percent in northern and central Brevard, respectively). In addition, more than 80 percent of the county's occupied Class-A office space is in the southern tier.

Table 6: Major Employers (500 or more) in Brevard County

Name	Employees	Type of Organization
Brevard County Schools	9,064	Public School System
United Space Alliance	6,500	Space Flight Operations
Harris Corporation	6,500	Communications Equipment
Health First	6,100	Healthcare Services
45th Space Wing	4,174	Patrick Air Force Base
Brevard County	3,137	County Government
Space Gateway Support	3,000	Launch Support Operations
Wuesthoff Health System	2,500	Healthcare Services
NASA	2,018	Kennedy Space Center
Northrop Grumman Corp.	2,000	Aerospace & Defense
The Boeing Co.	1,800	Payload Processing
Sea Ray Boats	1,293	Boat Manufacturer
MC Assembly	1,160	PC Board Assembly
Rockwell Collins	1,120	Aircraft Avionics Systems
Parrish Medical Center	1,100	Healthcare Services
Lockheed Martin	975	Space Systems/Operations
Brevard Community College	964	Educational Institution
MIMA	885	Physicians Group Practice
Computer Sciences Raytheon	725	Range Technical Services
DRS Optonics	710	Optical Systems Manufacturer
Intersil Corporation	706	Integrated Circuits Manufacturer
Delaware North Parks Service	646	Kennedy Space Center Visitor Complex
Florida Today	580	Newspaper

Source: Economic Development Commission of Florida's Space Coast, 2006.

When comparing the employment by industry profile of Brevard County to the State of Florida as a whole, the county generally mirrors the state's composition of employment except in manufacturing, where it is more than double the percentage of jobs (11.1% versus 5.1%) and slightly higher in Professional and Business Services (18.3% versus 16.9%). The area is lower than the state's average in Trade and Transportation (17.5% versus 20.0%); Financial Activities (3.9% versus 6.7%); and Leisure and Hospitality (9.8% to 11.4%). This comparison reflects the degree of high tech manufacturing present, with a preponderance of those jobs being in the southern portion of the county. Table 7 illustrates the employment within Brevard County and the State by industry.

Table 7: Employment by Industry, Brevard County and State of Florida.

Industry	Brevard County Employment	%	State of Florida Employment	%
Natural Resources	17,000	8.0%	583,400	7.5%
Financial Activities	8,200	3.9%	526,100	6.7%
Information	2,700	1.3%	168,500	2.2%
Manufacturing	23,500	11.1%	399,500	5.1%
Leisure & Hospitality	20,800	9.8%	888,500	11.4%
Professional & Business Services	38,600	18.3%	1,323,600	16.9%
Trade & Transportation	36,900	17.5%	1,565,000	20.0%
Federal Government	6,000	2.8%	128,900	1.7%
State Government	2,300	1.1%	207,900	2.7%
Local Government	19,700	9.3%	744,300	9.5%
Educational & Health Care	27,100	12.8%	940,100	12.0%
Other Services	8,200	3.9%	334,500	4.3%
Total Employment	211,200	100.0%	7,810,200	100.0%

Source: Economic Development Commission of Florida's Space Coast, 2006.

Labor Force and Income

Table 8 provides the historical trends in labor force and unemployment rates for the Melbourne MSA. As shown in the table, the labor force has increased from 208,104 workers in 1995 to 252,338 workers in 2005, representing an increase of 21.3%. Unemployment is another indicator that measures the strength of the local economy. Unemployment rates have dropped from 6.5% in 1995 to 3.6% in 2005.

Table 8: Labor Force and Unemployment Rates, Melbourne MSA, 1995-2000 and 2000-2005.

Labor		Unemployment	
Year	Force	% Chg	Rate
1995	208,104		6.50%
2000	232,007	11.5%	3.60%
2005	252,338	8.8%	3.60%

Source: State of Florida, 2006

Table 9 reflects the growth in per capita personal income, which is an indicator of the relative wealth for the county and the amount of disposable income that is available. Between 1993 and 2003, the per capita income increased from \$19,682 to \$28,669, an increase of 45.7 percent.

Table 9: Per Capita Income, Brevard County, 1993-2003.

Brevard County		
Year	Population	% Chg
1993	\$19,682	-
1994	\$20,094	2.1%
1995	\$20,779	3.4%
1996	\$21,477	3.4%
1997	\$22,765	6.0%
1998	\$23,830	4.7%
1999	\$24,597	3.2%
2000	\$26,925	9.5%
2001	\$27,395	1.7%
2002	\$27,766	1.4%
2003	\$28,669	3.3%

Source: EDC of Florida Space Coast, 2006.

Educational Institutions

Another indicator of a community's future growth is the level of investment made in local college and university campuses. There are nine institutions of higher learning present in Brevard County, with most of the colleges and universities having campuses in Melbourne. Table 10 shows there is currently over 41,000 students enrolled in these institutions.

Table 10: Colleges and Universities, Brevard County.

Institution	Year	
	Established (1)	Enrollment (1)
Barry University	1983	1,800
Brevard Community College	1960	26,786
Columbia College	1998	1,403
Embry Riddle Aeronautical University	1982	1,200
Florida Institute of Technology	1958	3,346
Florida Metropolitan University	1995	950
Keiser College	1989	800
University of Central Florida	1968	4,512
Webster University	1993	500
Total Enrollment		41,297

(1) In Brevard County
Source: EDC of Florida's Space Coast, Strategic Planning Group, Inc. 2006

Melbourne International Airport

Melbourne International Airport is a converted Naval Air Station that is located on 2,800 acres just outside of the central business district. In 1967, the Melbourne Airport Authority was created to develop and operate the airport and much of the surrounding area lying under the Authority's control. The airport is currently served primarily by three airlines (Delta, Atlantic Southeast and Comair). Since September 11, 2001, the

airline industry has undergone severe downsizing and restructuring of their flight systems nationally. In comparing year to year operating statistics, the passenger count is approximately 25% less during the first half of 2006 (through July) compared to the same period in 2005 (Table 11). Much of this decline is the result of the continued reduction of flights to Melbourne by Delta and Atlantic Southeast as well as the almost total elimination of flights by Comair. During 2006, Comair eliminated its service to Melbourne from Cincinnati, Washington, DC, and JFK, but initiated new service to Washington National.

Table 11: Melbourne International Airport, Passenger Counts, YTD July 2006.

Total Passengers	2006	2005	Change	% Chg
Domestic				
Delta	156,132	203,347	(47,215)	-23.2%
Atlantic Southeast	32,068	36,149	(4,081)	-11.3%
Comair - Cincinnati	1,909	5,266	(3,357)	-63.7%
Comair - JFK	1,676	26,653	(24,977)	-93.7%
Comair - IAD (DC)	0	4,070	(4,070)	-100.0%
Comair - Washington National	12,155	0	12,155	-
Vintage Props & Jets	0	0	0	-
Baer Air, Inc.	153	194	(41)	-21.1%
Florida Coastal Airlines	11	0	11	-
Nance Air	42	0	42	-
International				
Vintage Props & Jets	3,929	3,218	711	22.1%
Baer Air, Inc.	230	120	110	91.7%
Florida Coastal Airlines	0	0	0	-
Charter	0	100	(100)	-100.0%
Total Domestic & International	208,305	279,117	(70,812)	-25.4%
Source: Melbourne Airport Authority, 2006				

Brevard County Tourism

Brevard County has many "Florida" oriented attributes to attract tourists. Its climate, beaches, natural attractions and the Kennedy Space Center make the area an attractive destination for tourist, both domestic and international. Brevard County is a short drive from the entertainment center of Orlando to the beaches stretching along its coastline. According to the Tourism Development Council, an average of more than 1.7 million overnight visitors and an additional 2.3 million day-trippers visit the Space Coast each year.

Based on research and surveys compiled by the tourism office, Space Coast visitors travel from all over the United States, although a significant share are from Florida and the southeastern United States.

Arts, Culture, and Entertainment

Brevard County is a prime location for cultural and recreational activities. It has generally good weather, particularly during the winter and spring months; 72 miles of beaches; more than 179 parks; and a large number of natural attractions. In addition, the county offers a wide range of arts and cultural attractions as well as special events and festivals that provide tourist appeal to the region and can entice the large crowds that visit the Orlando area, particularly those seeking an ocean and beach environment.

Kennedy Space Center

The KSC occupies more than 140,000 acres and is one of the area's most well known attractions. The Space Center offers tours of exhibits in restricted areas, including space shuttle launch pads. The KSC has become Florida's fourth most popular attraction for visitors, averaging about three million visitors annually. The facility is the driving element of high-tech employment growth within the MSA. (New Space Initiative)

Astronaut Hall of Fame

The Astronaut Hall of Fame is located just west of the KSC and provides viewings of astronauts in training, space artifacts and interactive exhibits.

Brevard County Zoo

The Zoo is home to more than 465 animals representing 129 species from around the world. Opened in 1994, the Zoo is continually undergoing facility expansion and has added a new education complex.

Brevard Museum of Art and Science

The Museum is located in Old Eau Gallie, one of Brevard County's historic districts and one block from the Indian River. The art museum presents eight to ten exhibitions per year. Many of the exhibitions come from private, public and corporate collections. The

Science Center was added to the Museum in 1995 and offers more than 30 interactive exhibits focusing on the physical sciences.

The Henegar Theater for the Arts

This theater for the performing arts is located in downtown Melbourne and seats 500 patrons for a variety of events, including operas, concerts, recitals, symphonies, theatrical productions and other musical events.

Maxwell C. King Center for the Performing Arts

Located on the Brevard Community College Campus, the facility has a 2,000 seat main theater that hosts contemporary artists, comedy, jazz ensembles, dance and Broadway-style productions.

Melbourne Art Festival

Centered along the downtown redevelopment area, the art festival attracts nearly 40,000 visitors annually. The highlight of the festival is an art show featuring 250 artists from around the country competing for cash awards in categories that include graphic design, sculpture, painting, photography, jewelry, ceramics and other media.

Section 3 - Convention and Meeting Industry Overview

This section of the report identifies and defines the various types of events and their characteristics. Industry trends by type of event are also identified.

The Role of the Public Assembly Facility

Generally, a public assembly facility (other than a sports arena) provides three primary roles to a community:

- *Bringing Goods to Market* – the events held in a facility provide a location for attendees to compare products. Selling products at trade shows is a more cost effective method of marketing products. While internet marketing has grown tremendously, it does not allow the purchaser to personally inspect the product and ask questions directly of the vendor.
- *Education* – Public assembly facilities provide the opportunity for temporary educational meetings and seminars.
- *Cultural Activities* – Expositions are used as a venue for local residents to learn about new products and services as an attraction to bring others to an area. They also serve as a location, as in Melbourne, for locally sponsored events such as festivals, concerts, dances and similar activities.

Trends in Conventions and Exhibitions

Conventions

Conventions are privately held meetings of professional groups and associations that commonly occur in hotels and convention centers, which are attended by its members and affiliates wishing to share ideas. The convention can consist of a single meeting or a number of concurrent meetings. It often produces exhibits to merchandise products or services. These shows are open to convention delegates before or during the three to five days of the meeting. Conventions with or without exhibits are considered “high impact” events, as attendees normally stay several nights in the host city, thereby generating increased hotel revenues. Table 12 reflects the number of meetings held nationally based on the 2006 Meetings Market Report survey. There were over 1.2 million

meetings conducted during 2005, of which 82% were corporate meetings, 17% were association meetings and one percent were considered to be conventions. The average size of the meetings was 110 persons, while corporate oriented meetings were smaller with an average of only 78 persons per meeting. Association meetings had an average of 180 persons per meeting and conventions averaged 1,488 attendees per event.

Table 12: Number of Meetings, 2005.

	Number of Meetings	%	Meeting Attendance (in Millions)	%	Avg Attendees Per Meeting	Total Expenditures (in \$ Billions)	%
Corporate	1,020,300	82.0%	79.7	58.4%	78	\$ 31.80	29.7%
Association	210,600	16.9%	37.9	27.8%	180	\$ 41.80	39.0%
Conventions	12,700	1.0%	18.9	13.8%	1,488	\$ 33.60	31.3%
Total	1,243,600	100.0%	136.5	100.0%	110	\$ 107.20	100.0%

Source: Meetings & Conventions' 2006 Meetings Market Report; Strategic Planning Group, Inc., 2006

Meetings can be segmented by the purpose of the meetings. The distribution of the meetings, average attendance of those meetings by type and their duration are shown in Table 13. For example, meetings held for training and educational purposes represent 27.3% of the total meetings held during 2005 according to the 2006 Meetings Market Report survey. These training meetings had an average attendance of 93 persons and lasted approximately 2.5 days.

Table 13: Types of Meetings, Average Attendance and Duration, 2005

Type of Meeting	Number of Meetings %	Average Attendance (by type of event)	Average Duration (Days)
Training/Educational seminars	27.3	93	2.5
Sales/Marketing	15.0	96	2.8
Management	9.6	44	2.2
Professional/Technical	13.3	97	2.3
Group incentive meetings/trips	6.7	113	4.1
New production introductions	7.4	97	2.0
Stockholder	9.3	93	1.8
Other	11.4	210	2.2
Total	100.0	150	2.6

Source: Meetings & Conventions' 2006 Meetings Market Report; Strategic Planning Group, Inc., 2006

Based on the 2006 Meetings Market Report survey conducted by Meetings and Conventions Magazine, the most popular venues for meetings were downtown hotels

(74%), resort hotels without golf (54%), and suburban hotels (45%). Table 14 depicts the percentage of meeting planners regarding the venues of events planned during 2005.

Table 14: Type of Facilities Used, 2005

Type of Meeting	Percentage of Meeting Planner Surveyed
Downtown Hotels	74
Resort Hotels (not including golf resorts)	54
Suburban hotels	45
Convention Centers	37
Airport Hotels	34
Golf Resorts	29
Suite Hotels	17
Gaming Facilities	13
Residential Conference Centers	10
Cruise Ships	7
Nonresidential Conference Centers	7
Other	23

Source: Meetings & Conventions' 2006 Meetings Market Report; Strategic Planning Group, Inc., 2006

Trade Shows and Exhibitions

Trade shows are similar to conventions with exhibits but tend to be more exhibit-intensive and may not have any meetings. However, in many instances, there are a number of concurrent meetings during the event, which makes it more difficult to distinguish them from conventions. Compared with conventions, trade shows tend to host a greater numbers of attendees whose average stay is shorter. Convention and tradeshow markets are further distinguished by the fact that trade shows often draw more of their attendees from a large metropolitan area or region, as is the case with the two largest markets in the Southeast region: Atlanta and Orlando.

Characteristics of the relative types of conventions and tradeshow would be:

- **National Conventions and Trade Shows** are major meetings or organizations whose membership is national in scope.
- **Regional Conventions and Trade Shows** may be either 1) a gathering of the members of a regional chapter of a national organization within a specific region of the country, or 2) a gathering of the members of a regional organization.
- **State Conventions and Trade Shows** are gatherings of the members of a state association or other type of organization whose membership is limited to a single state.

- **District or Local Conventions and Trade Shows** involve gatherings of chapters of state, regional or national groups and associations or organizations whose activities or membership is entirely contained within a local area or a portion of a state.

Types of Exhibitions by Venue

The Center for Exhibition Industry Research (CEIR) conducts a periodic industry census. Table 15 below is based on an analysis of 11,086 exhibitions held in the United States during 2005. Almost 10 percent of these events were held in the state of Florida. Of the events in Florida, 55% were held at hotels; 39.8 % at exhibition and convention facilities; and 5.2 % occurred at conference centers or other facilities.

Table 15: Exhibitions by Type of Venue, 2005

Type of Venue	U.S. Totals Number	%	Florida Number	%	% Of US Totals
Exhibition/Convention Center	5,597	50.5%	431	39.8%	7.7%
Hotel	4,057	36.6%	596	55.0%	14.7%
Conference Ctr./Other	1,432	12.9%	56	5.2%	3.9%
Total	11,086	100.0%	1,083	100.0%	9.8%

Source: Center for Exhibition Industry Research, Exhibition Industry Census II; Strategic Planning Group, Inc., 2006

In the Southeast, there are two major convention centers: The Orange County Convention Center in Orlando and the Georgia World Congress Center in Atlanta. Each of these conventions centers have over two million square feet of convention, meeting and exhibit space, with ample parking and a strong number of area hotels. Each holds a commanding market share of the convention and exhibition market. For example, Orlando hosts approximately 54% of the exhibitions held in the state as recorded by the CEIR (Table 16).

Once noticeable difference between Orlando and Atlanta is that most of Atlanta's events are hosted directly at the World Congress Center, whereas, the greatest percentage of events in Orlando occur at the resort hotels, who tend to be more tourist oriented. In Orlando, only 31% of the events were actually held at the convention center during 2005. In Atlanta, almost 59% of the events were held at the World Congress Center (Table 16).

Table 16: Exhibitions by Type of Venue for Orlando and Atlanta, 2005

Type of Venue	Orlando Number	%	Atlanta Number	%
Exhibition/Convention Center	183	31.4%	280	58.6%
Hotel	383	65.8%	165	34.5%
Conference Ctr./Other	16	2.7%	33	6.9%
	582	100.0%	478	100.0%

Source: Center for Exhibition Industry Research, Exhibition Industry Census II; Strategic Planning Group, Inc., 2006

SPG has included the discussion and comparison of the Orlando and Atlanta markets for the following reasons:

- Each hosts a large number of events which can be analyzed for event characteristics;
- Orlando is the “largest” event market to Melbourne, which provides the opportunity of “spill over” activity (smaller meeting/events occurring before or after a larger convention) to the area, particularly due to the local beaches.
- Atlanta has other significant event facilities in the immediate area that benefit from the World Congress Center: the Georgia International Convention Center located in College Park near the Atlanta International Airport and The Cobb Galleria Centre, located in Cobb County (northwest Atlanta area). We discuss more about these centers later in the report.

Size of Venues

Table 17 reflects the size of the exhibitions during 2005 as surveyed by the CEIR. As indicated for the US and Florida, the preponderance of events require less than 25,000 square feet of space. In Florida, 48.6% of the events in 2005 required less than 10,000 square feet of exhibit space and almost 75% required less than 25,000 square feet.

Table 17: Exhibitions by Size of Venue, 2005

Size of Venue	U.S. Totals			Florida			% of US Total	
	Number	%	Avg Size	Number	%	Avg Size	Number	Avg Size
3,000 to 9,999	4,677	42.2%	5,433	526	48.6%	5,399	11.2%	99.4%
10,000 to 24,999	3,127	28.2%	14,802	283	26.1%	14,373	9.1%	97.1%
25,000 to 49,999	1,540	13.9%	33,456	122	11.3%	34,531	7.9%	103.2%
50,000 to 99,999	881	7.9%	65,840	71	6.6%	65,536	8.1%	99.5%
100,000 +	861	7.8%	237,009	81	7.5%	223,373	9.4%	94.2%
Total	11,086	100.0%	34,569	1,083	100.0%	31,156	9.8%	90.1%

Source: Center for Exhibition Industry Research, Exhibition Industry Census II; Strategic Planning Group, Inc., 2006

Table 18 illustrates much the same for the Orlando and Atlanta event markets. Approximately 70% to 75% of these markets host events requiring less than 25,000 square feet of space and approximately 46% to 50% require less than 10,000 square feet of space.

Table 17: Exhibitions by Size of Venue for Orlando and Atlanta, 2005

Type of Venue	Orlando			Atlanta		
	Number	%	Avg Size	Number	%	Avg Size
3,000 to 9,999	295	50.7%	5,424	218	45.6%	5,336
10,000 to 24,999	145	24.9%	14,358	124	25.9%	15,011
25,000 to 49,999	51	8.8%	33,734	56	11.7%	31,451
50,000 to 99,999	37	6.4%	65,930	42	8.8%	70,545
100,000 +	54	9.3%	215,778	38	7.9%	242,401
Totals	582	100.0%	33,384	478	100.0%	35,197

Source: Center for Exhibition Industry Research, Exhibition Industry Census II; Strategic Planning Group, Inc., 2006

Exhibitions by Event Orientation

Table 19 provides the number of exhibitions that are oriented towards other businesses or consumers. There is a greater percentage of exhibits targeted towards other businesses than consumers (90% oriented towards business versus 10% oriented towards consumers).

Table 19: Exhibitions by Event Orientation, 2005

Event Orientation	U.S. Totals		Florida	
	Number	%	Number	%
Business-to-Business	9,091	82.0%	975	90.0%
Business to-Consumer	1,995	18.0%	108	10.0%
Total	11,086	100.0%	1,083	100.0%

Source: Center for Exhibition Industry Research, Exhibition Industry Census II; Strategic Planning Group, Inc., 2006

Many of the business-to-business exhibitions are larger and tend to occur in larger facilities. Table 20 shows that 94% of exhibition activity is business oriented and only 6% consumer oriented, emphasizing this characteristic.

Table 20: Exhibitions by Event Orientation in Orlando and Atlanta, 2005

Event Orientation	Orlando		Atlanta	
	Number	%	Number	%
Business-to-Business	547	94.0%	387	81.0%
Business to-Consumer	35	6.0%	91	19.0%
	582	100.0%	478	100.0%

Source: Center for Exhibition Industry Research, Exhibition Industry Census II; Strategic Planning Group, Inc., 2006

Table 21 shows the industry orientation of the Orlando and Atlanta exhibition markets. The top industry exhibits in Orlando include Professional and Business Services (18.7%); Medical and Healthcare (17.4%); Commercial, Information Technology, and Science (13.7%); and Government and Non-profit Services (10.3%). Reflecting a higher level of consumer orientation, Atlanta's top exhibits include Consumer Goods (16.3%); Professional and Business Services (15.7%); Medical and Healthcare (14.4%); Government and Non-profit Services (12.6%); and Sports, Entertainment and Travel (10.0%).

Table 21: Event Orientation by Industry, Orlando and Atlanta, 2005.

Industry Category	Orlando Number	%	Atlanta Number	%
Comm., Information Tech., & Science	80	13.7%	37	7.7%
Consumer Goods	41	7.0%	78	16.3%
Food	19	3.3%	23	4.8%
Government, Non-Profit Services	60	10.3%	60	12.6%
Home & Repair	42	7.2%	30	6.3%
Industrial & Heavy Machinery	29	5.0%	8	1.7%
Medical & Healthcare	101	17.4%	69	14.4%
Natural Resources & Agriculture	23	4.0%	23	4.8%
Professional Business Services	109	18.7%	75	15.7%
Sports, Travel & Entertainment	50	8.6%	48	10.0%
Transportation	18	3.1%	16	3.3%
Other	10	1.7%	11	2.3%
Total	582	100.0%	478	100.0%

Source: Center for Exhibition Industry Research, Exhibition Industry Census II; Strategic Planning Group, Inc., 2006

Section 4 - Overview of the Local Hotel Market

A multi-use facility that has convention and exhibit space will require a supporting inventory of hotel rooms in order to accommodate event demand for conventions, trade shows and other events that will be attended by tourists and other visitors to the area.

Performance of the Local Lodging Market

The Florida Space Coast Office of Tourism and Varga Market Research publish a monthly analysis of Brevard County's hotel industry. Table 22 summarizes results from a survey of 31 properties within the county. The table compares occupancy, average room rate (ARR), and revenue per available room (REVPAR) for the January through September 2006 period compared to the same period during 2005. Occupancy is defined as the number of occupied room nights (one room occupied one night) divided by the total number of available room nights. The average room rate is calculated by dividing total room revenues by the number of occupied room nights. The REVPAR is calculated by dividing the total room revenue by the total number of available room nights.

Table 22: Lodging Market Performance - Brevard County, YTD September 2006/2005⁵

	Number of Properties	Number of Rooms	Occupancy			Average Daily Rate			REVPAR		
			September 2006	2005	Percent Change	September 2006	2005	Percent Change	September 2006	2005	Percent Change
All Hotels	31	4,200	65.0%	72.7%	-10.6%	\$100.36	\$94.38	6.3%	\$65.25	\$68.59	-4.9%
Affiliation											
Independent	6	273	47.0%	60.5%	-22.3%	\$83.41	\$77.61	7.5%	\$39.23	\$46.95	-16.4%
Chain-Affiliated	25	3,927	66.1%	73.5%	-10.1%	\$101.11	\$95.27	6.1%	\$66.87	\$69.98	-4.4%
Location											
Titusville	3	265	59.8%	59.4%	0.7%	\$76.11	\$74.78	1.8%	\$45.52	\$44.42	2.5%
Cocoa Beach	19	2,905	66.0%	72.6%	-9.1%	\$102.00	\$95.70	6.6%	\$67.29	\$69.49	-3.2%
Melbourne/Palm Bay	9	1,030	63.4%	76.8%	-17.4%	\$101.49	\$94.88	7.0%	\$64.36	\$72.92	-11.7%
Sector											
Beachside	14	2,505	66.2%	72.9%	-9.2%	\$112.17	\$106.56	5.3%	\$74.30	\$77.68	-4.4%
I-95	10	956	64.3%	75.4%	-14.7%	\$74.70	\$69.58	7.4%	\$48.02	\$52.43	-8.4%
Inland (non I-95)	7	739	61.1%	68.1%	-10.3%	\$86.03	\$81.21	5.9%	\$52.55	\$55.30	-5.0%

Source: Florida's Space Coast Tourism Office and Varga Market Research Services, 2006.

The table summarizes the survey results by affiliation, location and sector. Most Brevard County hotel rooms are located in Cocoa Beach and Melbourne/Palm Bay and most are chain-affiliated properties. In addition, approximately half of the county's hotels are on

⁵ There are twelve less properties (approximately 1,500 rooms) included in the current survey when compared to the May 2002 survey that was included in the Johnson Consulting Study.

the beach. The three performance measures shown in the table are summarized below for the Year-to-Date period of September 2006 compared to the same period in 2005.

- Occupancy slipped from 72.7% to 65.0% as hotels being renovated after the hurricane damages began to re-enter the market. This is specifically true for hotels along the beaches. Hoteliers also report a slow down of corporate activity as local major employers have announced layoffs in their workforce.
- In terms of the ARR, the rate rose from \$94.38 in 2005 to \$100.36 in 2006, with some of the larger increases occurring at the newly renovated beachside properties.
- While there was an increase in the market's ARR, the loss of occupancy affected the lodging market's overall revenue generating performance, with a decrease in the REVPAR from \$68.59 to \$65.25.

Impact of the 2004 and 2005 Hurricane Seasons

Both the 2004 and 2005 hurricane seasons brought major disasters, affecting lives and meetings throughout the Southeast, particularly Florida. In the 2006 Meetings Market Report survey, planners were asked if they had worked on any meetings affected by the 2005 hurricanes, to which 23 percent of corporate and 22 percent of associations responded positively.

More than half the corporate planners surveyed (51 percent) and 41 percent of association respondents stated that the severity of the storms in 2005 made them less likely to book a meeting in hurricane-prone areas during the June through November hurricane season. Planners also indicated that they would be more than likely to book during a hurricane season in a storm prone area if properties offered guarantees, waived attrition fees, offered hotel meeting space, or reduced room rates and provided free convention center meeting space.

Interviews with local hotel managers indicates that the impact from previous hurricane seasons may have an impact as local corporations and state associations are scheduling meetings in other locations rather than risk having to cancel a meeting due to potential storm activity. While local hoteliers have enjoyed higher room rates and occupancies in

2004 and 2005, there has been a softening in the market during 2006 due to the number of hotels re-entering the marketplace after renovations and repairs, particularly along the beaches. Table 23 reflects the operating statistics of hotels in the marketplace since 2003.

Table 23: Local Lodging Operating Performance, 2003 through YTD September 2006.

Year	Occupancy	Chg	ARR	% Chg	REVPAR	% Chg
2003	61.8%		\$78.88		\$46.90	
2004	71.6%	9.8%	\$91.69	16.2%	\$56.52	20.5%
2005	72.7%	1.1%	\$94.38	2.9%	\$68.59	21.4%
2006	65.0%	-7.7%	\$100.36	6.3%	\$65.25	-4.9%

Source: Florida's Space Coast Tourism Office and Varga Market Research Services, 2006.

Local Hotels with Meeting Facilities

Table 24 identifies the area hotels by geographical groupings, the number of hotel rooms and the amount of meeting space. The two hotels providing the largest amount of meeting facilities in the Melbourne area are the Hilton at Rialto Place (237 rooms) and the newly renovated Crown Plaza (272 rooms) at Indialantic Beach.

Hilton at Rialto Place

The Hilton is located adjacent to the Melbourne International Airport. The 237-room hotel has a variety of meeting space, including:

- A 6,435 sq. ft. ballroom that can be sectioned off into a combination of three to five individual rooms,
- Six meeting rooms of 520 sq. ft. that can be combined into rooms of 1,040 sq. ft.,
- One 707 sq. ft. banquet room serving up to 50 persons, and
- Pre-function areas.

Interviews with management indicate that the hotel has predominately Monday through Thursday demand that is composed of 60% business travelers, 25% SMERF, 5% leisure, and 10% permanent airline business. SMERF events are defined as those associated with social, military, educational, religion, and fraternal groups.

Crowne Plaza/Indialantic

The Holiday Inn has been reopened as a Crown Plaza after a complete \$30 million renovation from hurricane damage. The 272-room hotel has:

- A 4,420 sq. ft. ballroom, that can be divided into a number of combinations,

- A 6,000 sq. ft. oceanfront (outdoor) deck,
- A board room, and
- Four other meeting/banquet rooms ranging between 432 sq. ft. and 1,368 sq. ft.

Management indicates that 80% of their meeting market is based on corporate demand.

As shown in Table 24, the Melbourne/Palm Bay market is second only to the Cape Canaveral/Cocoa Beach market in terms of total meeting space and the number of hotel rooms.

Table 24: Brevard County Lodging Supply with Meeting Space.

Area/Facility	City	Hotel Rooms	Total SF of Meeting Space	Number of Meeting Rooms
Melbourne/Palm Bay				
Melbourne Auditorium	Melbourne	-	21,434	6
Hilton at Rialto Place	Melbourne	237	10,100	12
Eau Gallie Civic Center	Melbourne	-	8,500	3
Ramada Inn Oceanfront Resort	Satellite Beach	108	5,180	4
Best Western Harborview Inn	Melbourne	119	3,260	4
Courtyard by Marriott - Melbourne	Melbourne	146	1,274	2
Imperial's Hotel & Conference Center	Melbourne	127	6,093	7
		737	55,841	38
Indialantic/Melbourne Beach				
Crown Plaza	Indialantic	294	14,000	13
Hilton Hotel Oceanfront	Melbourne Beach	118	8,025	5
Raisson suite Hotel Oceanfront	Indialantic	168	7,451	10
Quality Suites Oceanfront Hotel	Melbourne Beach	208	4,305	4
		788	33,781	32
Cape Canaveral/Cocoa Beach				
Radison Resort on the Port	Cape Canaveral	284	22,822	11
Holiday Inn Cocoa Beach Resort	Cocoa Beach	500	13,556	10
Comfort Inn & Suite Resort	Cocoa Beach	170	11,736	10
Hilton Cocoa Beach	Cocoa Beach	296	10,443	7
Doubletree Oceanfront Hotel	Cocoa Beach	148	8,193	11
		1,398	66,750	49
Titusville/Kennedy Space Center				
KSC Visitor Complex	Titusville	-	22,000	7
The Valant Air Command Warbird Museum	Titusville	-	10,010	1
Holiday Inn KSC	Titusville	117	4,708	4
Days Inn KSC	Titusville	149	3,130	4
		266	39,848	16
Cocoa/Rockledge				
Cocoa Expo Sports Center	Cocoa	-	31,000	2
Cocoa Civic Center	Cocoa	-	8,619	4
Ramada Inn Cocoa Beach/KSC	Cocoa	99	1,228	2
		99	40,847	8

Source: Florida's Space Coast Tourism Office, 2006.

The Henegar Theater for the Arts/ Maxwell C. King Center for the Performing Arts

While the focus of these facilities are theatrical and concert performances, both have facilities that can be used for local meeting and social functions, including wedding receptions, civic groups, local corporate events and high school proms.

Florida Institute of Technology

FIT, located in Melbourne, has limited facilities utilized for non-school related functions. These facilities include:

- Classroom and lecture halls: Ten to fifteen events per summer, including training sessions, sports camps, and religious events. These can accommodate a maximum of 400 to 500 people.
- Clemente Center: Provides seating for 3,400 during graduation ceremonies (primarily houses the FIT intramural sports and recreation program).
- Student Union Banquet Room: 20 to 30 groups per year, averaging 100 to 150 people each.
- 500-seat auditorium: 20 to 30 groups per year for seminars and lectures.

Melbourne Auditorium

The Auditorium was built approximately 43 years ago and has expanded over time as the need for additional space has arisen. As mentioned in earlier studies, the utilization of the facility is predominantly public-oriented trade shows (i.e. coin shows, guns shows, boat shows) with remaining utilization by community-oriented activities like concerts, dances, banquets and the like.

The various event-oriented spaces within the facility are smaller than the demand. Therefore, it is common for the entire facility to be leased for one event. SPG analyzed the historical event information for the auditorium in order to determine the actual growth in the market for events and the growth of events for space. The following is a detailed understanding of the facility's utilization, which has not been presented in previous reports.

Annual Utilization by Type of Event

Table 26 shows the number of events and events days by type of events for a five-year period from 2002 to 2006. The number of events averages approximately 100 annually; the number of event days have increased from 184 days in 2002 to 214 days in 2006, mostly the result of exhibits and tradeshow. Based on the number of event days, the utilization of the facility has increased from 50.4% in 2002 to 58.6% in 2006.

Table 26: Melbourne Auditorium – Summary of Events by Type, 2002 through 2006.

Type of Events	2002 # of Events	Event Days	2003 # of Events	Event Days	2004 # of Events	Event Days	2005 # of Events	Event Days	2006 # of Events	Event Days
Type of Events										
Concerts	21	47	14	28	25	50	23	48	24	51
Dances/Dinners	24	25	20	20	22	23	23	27	21	23
Exhibit/Tradeshows	30	78	34	95	30	92	34	98	35	110
Festivals/Fairs	9	14	9	15	9	14	5	8	4	7
Fundraisers	3	5	4	7	4	6	4	6	5	7
Recitals	0	0	1	1	1	1	1	1	1	1
Seminars/Meetings	12	12	9	11	13	15	20	22	13	13
Theater Productions	3	3	2	2	3	3	2	2	2	2
Total	102	184	93	179	107	204	112	212	105	214
Utilization (%)		50.4%		49.0%		55.9%		58.1%		58.6%

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006

Annual Utilization by Facility Requirement

Table 27 illustrates the utilization of the facility based on the number of events and event days by the space leased within the facility. During 2006, there are 53 events (approximately 50% of total events) that require the entire facility for a total of 134 event days (approximately 63% of total event days). The use of the entire building has increased from 40 events and 90 event days in 2002 by 33% and 49%, respectively.

Table 27: Melbourne Auditorium – Summary of Facility Utilization, 2002 through 2006.

Facility Requirements	2002 # of Events	Event Days	2003 # of Events	Event Days	2004 # of Events	Event Days	2005 # of Events	Event Days	2006 # of Events	Event Days
Full Building	40	90	52	116	51	118	53	124	53	134
Main Hall	43	74	37	56	39	69	40	68	37	65
East Hall	1	1	2	5	1	1	1	1	1	1
West Hall	11	11	0	0	12	12	11	11	9	9
North Hall	0	0	0	0	0	0	2	2	1	1
Combination	7	8	2	2	4	4	5	6	4	4
Total	102	184	93	179	107	204	112	212	105	214
Utilization (%)		50.4%		49.0%		55.9%		58.1%		58.6%

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006

Facility Utilization by Month

Table 28 illustrates the utilization of the facility on a monthly basis for 2006. The greatest usage of the facility is January through April and September through December,

with the slowest month being August. Those months with the total number of event days in excess of 20 days represent facility utilization at full capacity.

Table 28: Melbourne Auditorium – Facility Utilization by Month, 2006.

Month	2006		Event	
	# of Events	%	Days	%
January	10	9.5%	24	11.2%
February	14	13.3%	28	13.1%
March	11	10.5%	20	9.3%
April	10	9.5%	20	9.3%
May	10	9.5%	17	7.9%
June	6	5.7%	16	7.5%
July	6	5.7%	11	5.1%
August	5	4.8%	9	4.2%
September	11	10.5%	22	10.3%
October	7	6.7%	15	7.0%
November	7	6.7%	18	8.4%
December	8	7.6%	14	6.5%
Year Total	105	100.0%	214	100.0%

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006

Facility Utilization by Days of the Week

Table 29 shows the facility usage pattern by days of the week. The facility is at full capacity on most weekends (Thursday through Sunday) reflecting its popularity for consumer shows to the public. The only days usage could possibly be improved would be Monday, Tuesday and Wednesday with potential one or two-day meeting events. However, the facility generally lacks the type of breakout meeting rooms needed to attract this segment of business. Much of this market is being satisfied by local hotels with meeting space.

Table 29: Melbourne Auditorium – Facility Usage by Day of the Week, 2006.

Month	Event Days	% of Week	Annual Utilization
Monday	5	2.3%	9.6%
Tuesday	28	13.1%	53.8%
Wednesday	28	13.1%	53.8%
Thursday	32	15.0%	61.5%
Friday	42	19.6%	80.8%
Saturday	47	22.0%	90.4%
Sunday	32	15.0%	61.5%
Total	214	100.0%	58.6%

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006

Interviews with users indicate that the aging facility needs a new modern exterior, an increase in ceiling height, new lighting, updated electrical wiring system (i.e. fiber optics, satellite uplink, circuit television, wi-fi capabilities, etc), remodeled kitchen and concession area, improved dressing area for performers and a larger stage. Interviews

indicated that the attendance averages 2,000 persons per event and there are typically 100 to 150 vendors.

Summary of Auditorium Utilization – 2006

Table 30 illustrates the overall utilization of the facility by type of event and facility requirement for 2006. In this analysis, the facility's usage is evaluated on a per square foot basis in addition to utilization on an event or event day basis. Since the entire facility is leased on a frequent basis, it prevents the ability to lease other components of the facility at same time. Over 80% of the entire facility is leased (based on the amount of square footage rented) during 2006. This means that the remaining components of the facility are under utilized as breakout facilities, that would enable overall greater usage of the facility.

Table 30: Melbourne Auditorium – Summary of Facility Utilization, 2006.

2006 Type of Events/ Facility Requirements	Full Building # of Events	Event Days	Main Hall # of Events	Event Days	East Hall # of Events	Event Days	West Hall # of Events	Event Days	North Hall # of Events	Event Days	Combination # of Events	Event Days	Total # of Events	%	Total Event Days	%
Type of Events																
Concerts	2	2	22	49	0	0	0	0	0	0	0	0	24	22.9%	51	23.8%
Dances/Dinners	10	12	9	9	0	0	1	1	0	0	1	1	21	20.0%	23	10.7%
Exhibit/Tradeshows	34	108	1	2	0	0	0	0	0	0	0	0	35	33.3%	110	51.4%
Festivals/Fairs	3	6	1	1	0	0	0	0	0	0	0	0	4	3.8%	7	3.3%
Fundraisers	4	6	0	0	0	0	0	0	0	0	1	1	5	4.8%	7	3.3%
Recitals	0	0	1	1	0	0	0	0	0	0	0	0	1	1.0%	1	0.5%
Seminars/Meetings	0	0	1	1	1	1	8	8	1	1	2	2	13	12.4%	13	6.1%
Theater Productions	0	0	2	2	0	0	0	0	0	0	0	0	2	1.9%	2	0.9%
Total	53	134	37	65	1	1	9	9	1	1	4	4	105	100.0%	214	100.0%
Number of Events (%)	50.5%		35.2%		1.0%		8.6%		1.0%		3.8%		100.0%			
Event Days (%)		62.6%		30.4%		0.5%		4.2%		0.5%		1.9%			100.0%	
Facility Utilization																
Space (SF)		19,672		8,960		4,368		3,584		1,380		4,573				
Total Space Utilized		2,636,048		582,400		4,368		32,256		1,380		18,292			3,274,744	
% of Space Utilized		80.5%		17.8%		0.1%		1.0%		0.0%		0.6%			100.0%	

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006

Summary tables of utilization for the Melbourne Auditorium during the years 2002 through 2006 are provided in the Appendix of the Study.

Section 6 - Comparable Public Assembly Facilities

SPG evaluated the characteristics of several facilities throughout the state and in comparable market situations like the proximity to the Orange County Convention Center. In identifying comparable facilities, several factors were evaluated, including:

- Proximity to the Orlando market;
- Size of community served;
- Type and size of facility;
- Type of events held; and
- Local market characteristics

Additionally, we included two facilities from the Atlanta market that were previously mentioned in the report due to their proximity to the World Congress Center in Atlanta: the Georgia International Convention Center located in College Park near the Atlanta International Airport and The Galleria Centre, located in Cobb County (northwest Atlanta area).

The facilities included in our comparative analysis include⁶:

- The Ocean Center, Daytona Beach, FL
- St Johns County Convention Center, St Augustine, FL
- Harborside Convention Center, Ft Myers, FL
- The Galleria Centre, Cobb County, GA
- The Georgia International Convention Center, College Park, GA
- The Macon Centreplex, Macon, GA

⁶ The 2000 RERC Study included the centers in Daytona Beach, St Augustine, and Ft Myers, but also included centers in St Lucie, Manatee County, Lakeland, Destin, and Galveston, TX, which SPG has determined not to be comparable facilities. The 2003 Johnson Consulting Study focused on conference center type facilities around the country with only two facilities (Tallahassee and St. Augustine) located in Florida.

Facilities Located in Florida

The Ocean Center, Daytona Beach

The Ocean Center is a 62,000 square foot multipurpose facility that serves the community as a sport and entertainment center as well as a venue for conventions and meetings. The facility is one block from the Atlantic oceanfront in the heart of the Daytona Beach resort area along US Highway A1A.

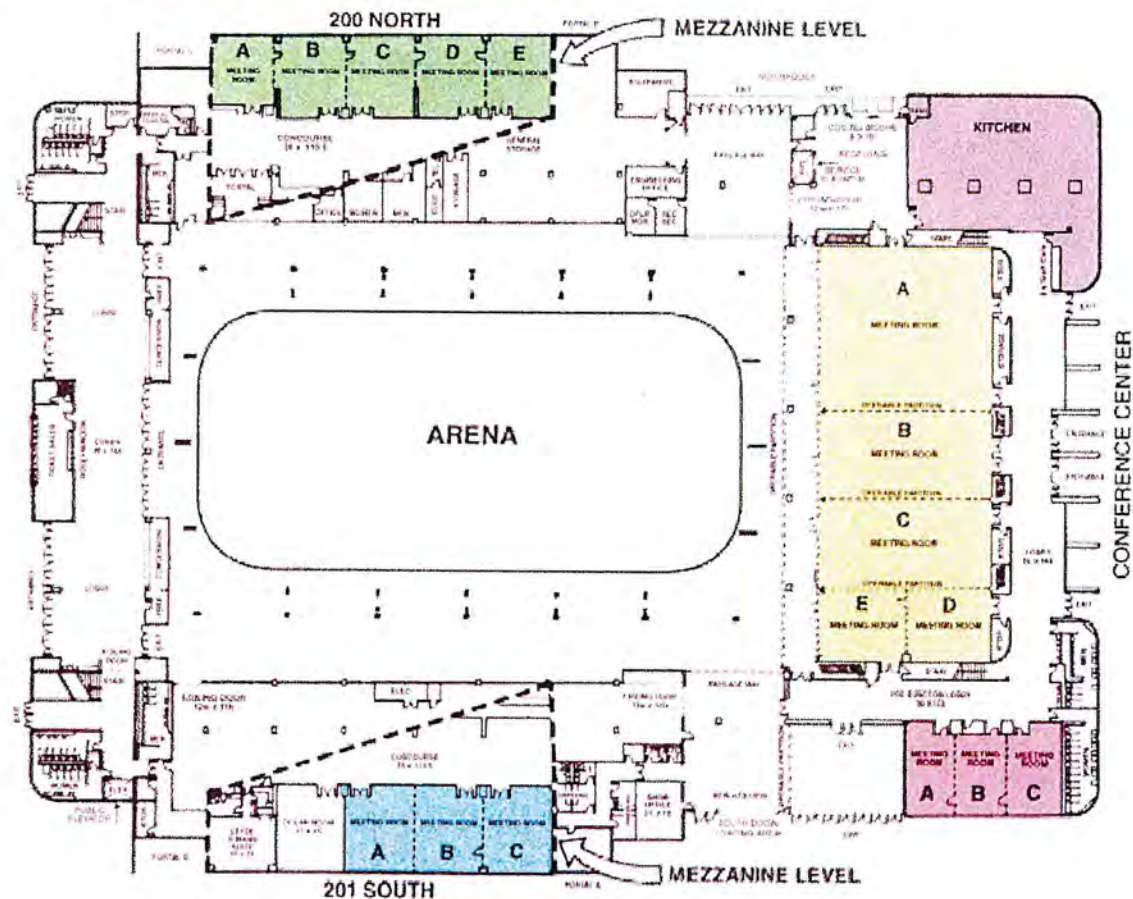
The center's design is capable of making quick changes from event to event. For instance, the facility can be set up for a sports event for one night and then converted within 24 hours for convention and tradeshow activity. Movable walls add to the flexibility in handling multiple or different size events. Concert seating can hold up to 10,000 people, and because there are only 4,500 permanent seats, the portable seats can be stored away to convert the arena into a 46,000 square foot exhibition hall. If additional room is required, movable partitions allow for 14,000 square feet of meeting rooms to be used as exhibition space, for a total of some 60,000 square feet of continuous space. However, using the ballroom for exhibit space eliminates over 50 percent of the breakout meeting space, which reduces the size of the exhibit groups that can be accommodated due to limitations on banquets and breakout meetings. Table 31 and Figure 2 identify the breakdown of arena, exhibit and meeting spaces.

Table 31: Ocean Center's Arena, Meeting and Exhibit Space.

	Square Feet	Ceiling Height	Seating		
			Theater	School	Banquet
Arena	46,000	45	10,000		2,000
Atlantic Rooms	11,715	22	1,432	588	720
Atlantic A	4,615	22	504	336	240
Atlantic B	2,414	22	252	168	96
Atlantic C	2,414	22	252	169	96
Atlantic D	1,044	22	96	40	48
Atlantic E	1,044	22	96	40	48
Seaside Rooms	1,953	13	224	81	80
Seaside A	651	13	56	40	32
Seaside B	651	13	56	40	32
Seaside C	651	13	56	40	32
North Rooms	3,930	11	350	128	250
North A	720	11	70	40	32
North B	810	11	84	40	32
North C	780	11	84	40	32
North D	810	11	84	40	32
North E	810	11	84	40	32
South Rooms	2,480	11	220	92	92
South A	806	11	84	40	32
South B	837	11	84	40	32
South C	837	11	84	40	32

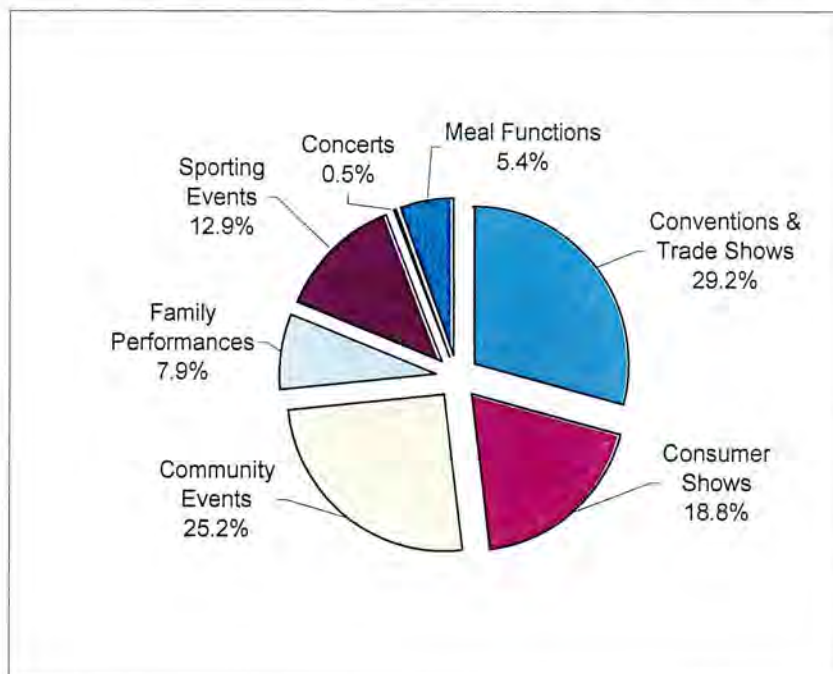
Source: Ocean Center.

Figure 2: Ocean Center's Arena, Meeting and Exhibit Space.



The Daytona Beach market is a secondary one and cannot compete for the larger national and regional trade shows and conventions that would use the larger facilities located in Orlando. Daytona Beach has been able to capture significant levels of concert activity, smaller conventions and state association meetings since the center's opening in September 1985. While the center's number of concerts has decreased overtime, it scheduled 202 events days during 2006. The composition of the events days by type of events are show in Figure 3.

Figure 3: Ocean Center's Event Days by Type of Event, 2006.



The Ocean Center is currently undergoing an expansion which will triple its size by 2007 with an additional 170,000 square feet of space.

St Johns County Convention Center, St Augustine, FL

The St. Johns County Convention Center is a 40,000 square foot meeting facility located at the World Golf Village, an international resort that hosts the World Gold Village Hall of Fame, PGA Tour Productions, and a wide range of residential golf course communities and recreational communities. The facility adjoins and is managed by the 300-room Renaissance Resort Hotel. A variety of outdoor venues and attractions within the World Gold Village make it a desirable destination resort, meeting and conference facility.

The facility features a 30,000 square foot ballroom, an executive boardroom and 14 breakout rooms accommodating ten to 250 people each for smaller meetings and events. The convention center hosts approximately 800 events a year, which are generally booked through and in conjunction with hotel and other meeting room accommodations at the Renaissance Resort. Approximately 80 percent of the hotel's occupancy is from

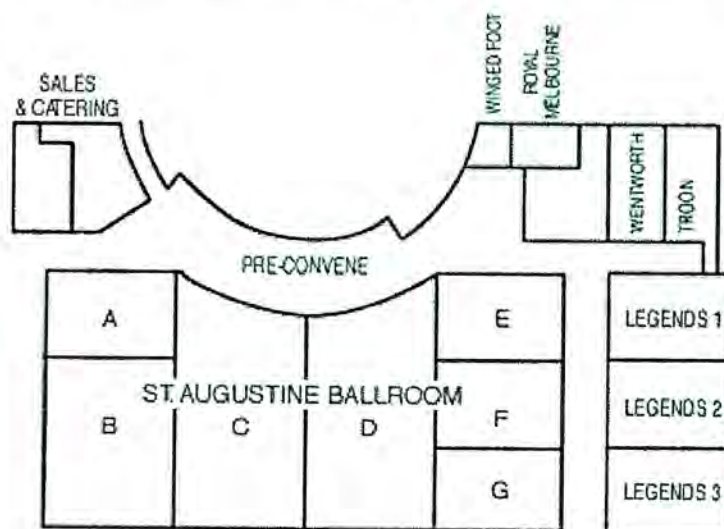
meeting groups, which include corporate meetings, incentive groups, and associations groups, which have been identified as being 70% state oriented groups and 30% regional/national groups⁷. The average group size ranges from 150 to 175 attendees, and the average length of stay is approximately 2.5 days. Table 32 and Figure 4 provide a breakdown and configuration of the facilities meeting rooms.

Table 32: St Augustine County Convention Center, Meeting Rooms.

Space	Square Footage	Seating		
		Theater	Banquet	Classroom
St Augustine Ballroom	26,250	3,000	1,500	1,400
St Augustine A	2,285	225	120	100
St Augustine B	4,475	450	260	200
St Augustine C	6,300	790	380	350
St Augustine D	6,300	790	380	350
St Augustine E	2,285	225	120	100
St Augustine F	2,320	225	120	100
St Augustine G	2,285	225	120	100
Legends Ballroom	6,845	675	360	300
Legends 1	2,290	225	120	100
Legends 2	2,315	225	120	100
Legends 3	2,240	225	120	100
Wentworth	1,210	120	80	60
Wentworth/Troon	2,425	240	160	120
Royal Melbourne	515	-	-	-
Winged Foot	250	-	-	-
Total Facility	37,495	4,035	2,100	1,880

Source: St. Johns County Convention Center

Figure 4: St Augustine County Convention Center, Meeting Rooms.



⁷ From both of the previous studies: RERC and Johnson Consulting.

Harborside Event Center, Fort Myers, FL

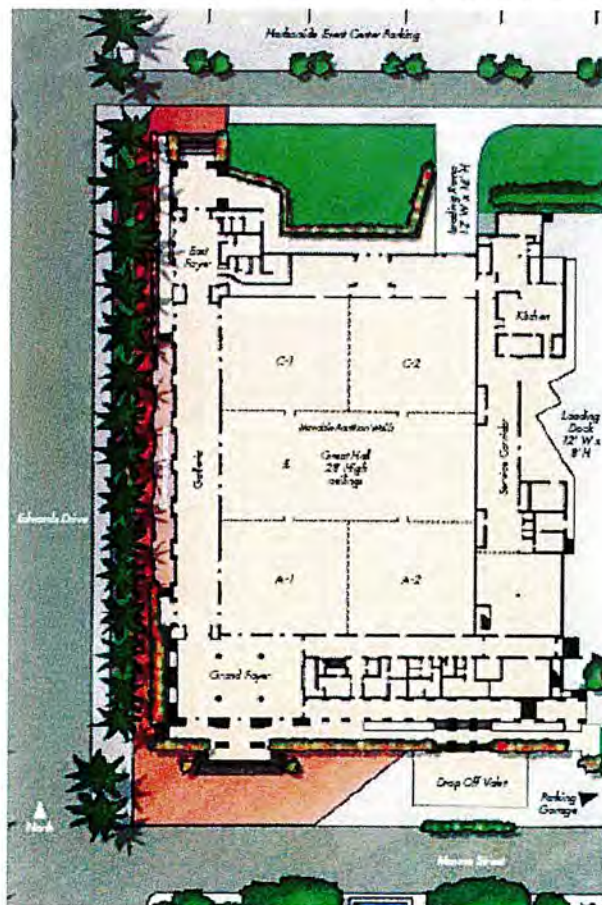
The Harborside Convention Center in Fort Myers is approximately 15 years old. The facility includes a 30,000 square foot multi-purpose hall and a limited amount of breakout meeting space. Table 33 and Figure 5 below show the facility's space configuration.

Table 33: Harborside Event Center, Space Configuration

Room	Square Footage	Exhibit Booths	Theatre	Seating	
				Banquet	Classroom
Great Hall	30,000	170	3,000	1,600	1,700
A-1	4,875	25	600	320	200
A-2	4,875	25	600	320	200
B	9,750	60	1,200	600	400
C-1	4,875	30	600	320	200
C-2	4,875	30	600	320	200
Grand Foyer	3,950	10		150	
Galleria	4,600	10		200	
East Foyer	1,250				
Riverfront	1,800				

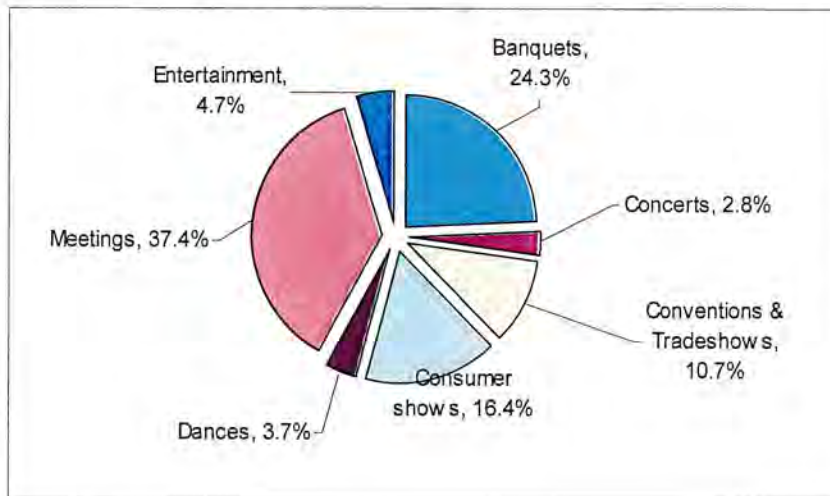
Source: Harbourside Event Center

Figure 5: Harborside Event Center, Space Configuration



There have been discussions about the possibility of the facility's expansion to add another 20,000 square feet to the exhibition floor. However, without an adjacent hotel, the facility would still lack a greatly needed ballroom. Only a small portion of the center's activities are contributable to conventions and tradeshow. Its use as more of a local event facility with consumer shows is very similar to the Melbourne Auditorium in terms of event utilization and has the same approximate number of events and event day utilization. Figure 6 shows the distribution of event day activity by the type of event.

Figure 6: Harborside Event Facility, Distribution of Event Days by Type of Event.



Facilities Located in Georgia

The Cobb Galleria Centre, Cobb County, GA

The Galleria Centre is the first example of how tertiary markets to a major convention center, like the World Congress Center in Atlanta, can evolve over time to capture secondary meeting activity. The center first opened in 1994 primarily as an upscale meeting and ballroom complex, without exhibition space, which was integrated into the Galleria Mall and directly connected to the Renaissance Waverly Hotel, a 521-room hotel. The facility now houses 144,000 square feet of exhibition space, 25,000 square feet of ballroom space, and 20,000 square feet of breakout meeting space.

The Cobb Galleria Centre is one of the few convention center facilities in the country that actually has a history of an operating profit. Table 34 shows the facility's occupancy for 2004 and 2005 by type of space.

Table 34 : Cobb Galleria Centre, Operating Occupancy, 2004 – 2005.

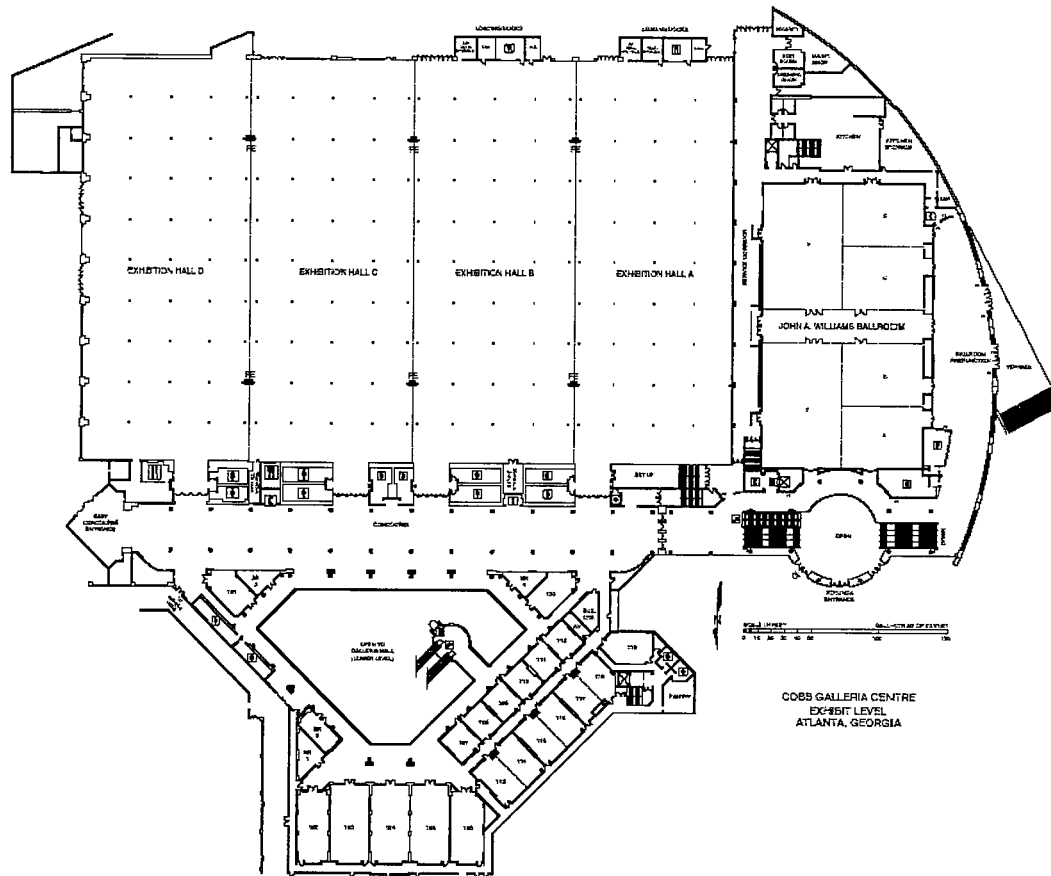
	2004	2005
Exhibit Hall	45%	55%
Ballroom	57%	62%
Meeting rooms	34%	35%
Overall	46%	54%
Source: The Cobb Galleria Centre.		

Table 35 shows the breakdown of exhibit, ballroom and meeting space within the Galleria Centre, while Figure 7 depicts its space configuration.

Table 35: Cobb Galleria Center, Exhibit and Meeting Space.

Space	Square Footage	Exhibit Booths	Seating		
			Theater	Banquet	Classroom
Exhibition Hall	144,000	812	12,000	9,000	6,544
Hall A	36,000	208	3,000	2,160	1,636
Hall B	36,000	204	3,000	2,160	1,636
Hall C	36,000	204	3,000	2,160	1,636
Hall D	36,000	196	3,000	2,160	1,636
Ballroom	25,000		3,000	1,920	1,600
Ballroom A	2,700		320	192	150
Ballroom B	2,700		320	192	150
Ballroom C	2,700		320	192	150
Ballroom D	2,700		320	192	150
Ballroom E	5,400		680	420	340
Ballroom F	5,400		680	420	340
Ballroom G	3,600		500	240	160
Meeting Rooms	18,138		1,854	1,294	794
Total Facility	187,138	812	16,854	12,214	8,938
Source: Centreplex					

Figure 7: Cobb Galleria Space, Facility Space Configuration.



The Georgia International Convention Center, College Park, GA

The GICC is now currently housed in a second facility after the first was considered to be too close to the Atlanta Airport's runway expansion program. The first facility began as a public exhibition facility (approximately 39,000 square feet) attached to a Crowne Plaza hotel, which later expanded to 112,000 square feet of exhibit space; a 13,000 square foot ballroom; and 17,000 square feet of breakout meeting areas.

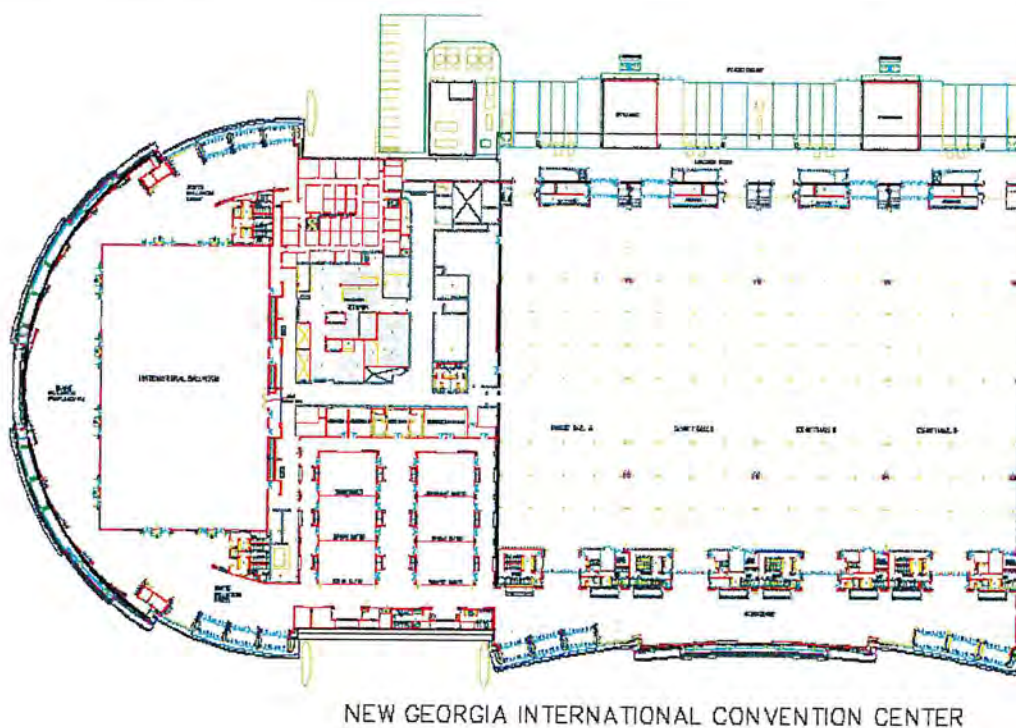
The New Georgia International Convention Center (GICC) is a modern facility with 151,000 square feet of exhibit space; a 40,300 square foot ballroom; 12,480 square feet of breakout meeting space; and ample prefunction areas for the exhibition and ballroom spaces. Table 36 identifies the amount of meeting and exhibit space at the GICC, while Figure 8 depicts its configuration.

Table 36: GICC, Meeting and Exhibit Space.

Space	Square Footage	Exhibit Booths	Seating		
			Theater	Banquet	Classroom
Exhibition Hall	151,200	863	3,080	9,480	10,400
Hall A	37,800	216	3,500	2,370	2,600
Hall B	37,800	216	3,500	2,370	2,600
Hall C	37,800	216	3,500	2,370	2,600
Hall D	37,800	216	3,500	2,370	2,600
Prefunction Exhibit	24,960				
Ballroom	40,300		4,000	3,000	2,770
Salon 1	3,315		325	220	370
Salon 2	3,315		325	220	370
Salon 3	3,315		325	220	370
Salon 4	10,075		1,000	740	1,115
Salon 5	10,075		1,000	740	1,115
Salon 6	3,315		325	220	370
Salon 7	3,315		325	220	370
Salon 8	3,315		325	220	370
Prefunction Ballroom	22,638				
Meeting Rooms	12,480				
Total Facility	251,578	863	7,080	12,480	13,170

Source: GICC

Figure 8: GICC, Meeting and Exhibit Space.



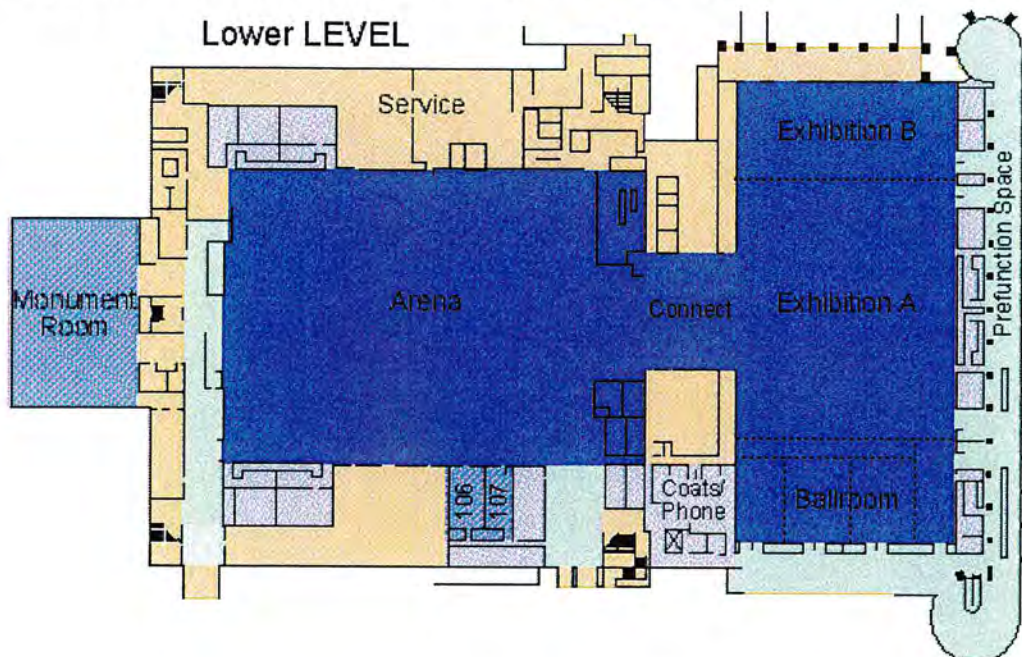
Macon Centreplex, Macon, GA

Located over an hour away from downtown Atlanta, the Macon Centreplex has evolved over time from strictly an arena structure to also include 30,800 square feet of exhibit space and a 9,100 square foot ballroom, along with breakout meeting space. Table 37 and Figure 9 identify the facilities space configurations.

Table 37: Macon Centreplex, Meeting and Exhibit Space.

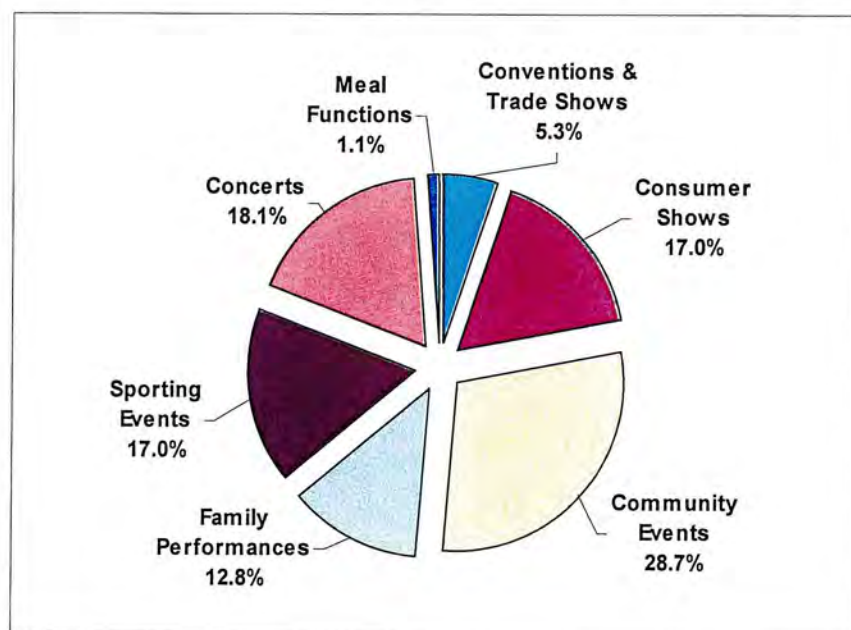
Space	Square Footage	Exhibit Booths	Seating		
			Theater	Banquet	Classroom
Exhibition Hall	30,800	174	3,080	2,050	1,550
Hall A	22,400	116	2,240	1,493	1,120
Hall B	8,400	43	840	560	383
Ballroom	9,100	47	910	610	450
Ballroom A	2,600	13	260	175	115
Ballroom B	2,600	13	260	175	115
Ballroom C	2,600	13	260	175	115
Ballroom D	660		65	45	30
Ballroom E	640		65	45	30
Suite A	756		70	45	35
Suite B	672		60	40	30
Suite C	672		60	40	30
Arena	42,207	170	9,250	1,800	1,500
Meeting Rooms					
303	414		41	28	18
304	368		20	10	
305	391		39	26	17
306	2,660	14	266	177	120
308	1,209		121	80	53
309	1,140		114	76	50
310	589		59	40	26
312	620		62	41	27
313	620		62	41	27
324	620		62	41	27
Momument Room	7,068	37	707	471	404
Total Facility	97,806	442	14,793	5,491	4,269
Source: Centreplex					

Figure 9: Macon Centreplex, Meeting and Exhibit Space.



The Centreplex has always been a popular facility in mid-Georgia for concerts and sporting events. The convention facilities (exhibition and ballroom) were added to provide greater diversity to the type of events and in response to demand for trade show, consumer show and meeting demand. Figure 10 reflects the distribution of event days by type of event.

Figure 10: Macon Centreplex, Distribution of Event Days by Type of Event.



Section 7 – Facility Program Alternative and Estimates of Utilization

Review of Previous Program Recommendations

As previously discussed in the Introduction Section of the report, the 2000 RERC Study recommended a facility oriented towards meetings in the form of multi-use space of 25,000 to 30,000 square feet which could handle 1,500 to 2,000 people in a banquet setting, with an additional 12,000 to 15,000 square feet of breakout meeting space. Their recommendation was based on the assumption that the Florida Convention Center would be successful and that there would be little demand for consumer shows at the proposed facility. Therefore, the space RERC recommended was meant to be used for light exhibits and they projected that more events would be meeting oriented than exhibit oriented.

Contrary to the RERC Study, the 2003 Johnson Consulting Study concluded that the missing facility element in the County's tourism industry is exhibit space. The study recommended the development of a small exhibit hall of 40,000 to 50,000 square feet initially, accompanied by approximately 20,000 square feet of meeting space that would accommodate the broader meetings market and some of the training needs required for a conference center.

Both studies identified the area as a second tier meeting event market and that given the presence of new events facilities and hotel accommodations, the market would be attractive to state and regional events and those identified as SMERF (Social, Military, Educational, Religion, and Fraternal) groups.

Neither of the two previous studies recommended an arena-type facility oriented towards spectator events. However, each study did recommend that they facility be located in close proximity to a supply of at least 300 hotel rooms.

SPG Facility Program Recommendations

While we concur on several elements of both of the studies performed to date, SPG believes there is a facility solution to meet the needs of the Melbourne area. Based on SPG's review of recent trends in the market, an analysis of the development history of comparable facilities (lessons to be learned), and our analysis of the historical operations of the Melbourne Auditorium, it is our recommendation for the following facility program along with comments supporting our reasoning and conclusions.

- SPG recommends that the exhibit facility element is an important element in a proposed multi-purpose facility. This facility should be a minimum of 40,000 square feet in its Phase I development and designed such as to allow for the development of future phases as the market demands.
 - Currently, the Melbourne Auditorium is operating at very high occupancy rates for the entire facility, especially on weekends. In order to meet this demand and provide space for either additional events and/or the growth of the existing events, there needs to be a greater level of exhibit space.
 - Several successful centers, other than the major convention centers, have grown from exhibition type facilities, including the comparable example of the Georgia International Convention Center in College Park, GA. This facility began with 39,000 square feet of exhibition space, which has grown to over 150,000 square feet of space.
 - Older facilities identified in this study and/or earlier studies began with an expensive arena-type facility that the concert/entertainment industry soon out grew or that there were newer competing facilities in other cities. These facilities have been forced to modernize by adding key components as exhibition halls and ballrooms. Examples include Lakeland, Daytona Beach, and Macon.
- SPG recommends that the proposed facility include a combination of pre-function and ballroom areas of 20,000 to 25,000 square feet to accommodate the larger convention and local meetings market. The facility would have the ability to

create smaller meeting rooms and ballrooms to facilitate simultaneous and smaller events.

- This type of facility would be attractive to state and regional events and associations who rotate around the state to various venues, and the state and local groups associated with social, military, educational, religious, and fraternal organizations (SMERF groups).
- The facility is also useful for local meetings, local corporate events and banquets, and graduation ceremonies that have outgrown the Melbourne Auditorium and local hotel ballrooms.
- Ballroom facilities have grown in popularity for their flexibility with conventions and local meeting activities. Examples where the ballroom is considered a major component is the relatively new St. Johns County Conventions Center, the Cobb Galleria Center, and the New Georgia International Convention Center. It is a missing element in other facilities like the Harborside Event Center in Fort Myers, the Lakeland Center and, most particularly, the Melbourne area.
- SPG recommends additional meeting breakout meeting space, a key element in attracting state and regionally oriented meetings and conventions. Initially, the facility should provide approximately 8,000 to 10,000 square feet that can be configured in a variety of configurations to meet the market needs and can be expanded in subsequent phases.
 - Typically, breakout meeting space represents approximately half of the larger space requirements, but consideration should be made to recognize local hotel meeting facilities.
- SPG concurs with previous studies not to include an arena-type facility oriented towards spectator events. Older facilities identified in this study and/or earlier studies began with an expensive arena-type facility that the concert/entertainment industry soon outgrew or that there were newer competing facilities in other cities. These facilities have been forced to modernize by adding key components such as exhibition halls and ballrooms.

- A professional sports franchise is needed to make such a facility worth the investment and SPG is not aware of any current effort underway to attract a sports franchise.
- The level of concert activity has declined, as evidenced at Daytona Beach and Lakeland, and touring acts are requiring larger facilities and attendance to offset the increasing costs of staging performances.
- While several of the competing/comparable facilities with arenas use their floor space for exhibits and meeting functions, meeting planners and promoters generally do not like to use arena space for these functions and have a preference for more traditional ballroom and meeting space.
- SPG also concurs with previous studies that the facility be located in close proximity to a supply of at least 300 hotel rooms, preferably ones with complementary meeting and dining facilities.
 - An important element to the facility is location to local hotel rooms, either existing or within an area conducive to the future development of hotel rooms.
- SPG recommends that the facility be equipped with modern amenities, including sound systems, internet access, portable stages and seating and lighting.
 - Modern equipment allows for greater space flexibility. For example, the exhibition hall can be used for certain concert events when provided with adequate mobile stage, sound and lighting equipment.
- SPG recommends that the proposed facility's location should allow for expansion over time, adequate event parking and proximity to an adequate supply of hotel rooms.

Estimates of Utilization

SPG has prepared an estimate of a hypothetical facilities utilization based on a variety of factors and assumptions. In order to understand the workings of the components of the facility, we have distributed the utilization, average event days, total event days, average attendance, and total attendance by the type of events. SPG has also provided the estimates based on three alternative facility scenarios.

- **Alternative A** – Represents a facility similar to the Melbourne Auditorium and illustrates the current utilization characteristics of that facility. Since the Auditorium does not track the actual attendees, the average number of attendees by type of event has been derived from interviews with facility staff, various event users, and calculations based on the amount of space required for certain types of events.
- **Alternative B** – represents the Phase I program outlined in SPG’s facility recommendation. The program includes 40,000 square feet of exhibit space, a 20,000 to 25,000 ballroom, and 8,000 to 10,000 square feet of additional meeting space. The average event days and average number of attendees have been adjusted to reflect more industry standards and attendance pattern of other facilities.
- **Alternative C** – represents an expansion of Alternative B to include an additional 20,000 square feet of exhibition space, with the possibility of some additional breakout meeting and prefunction areas.

Table 38: Estimates of Facility Utilization

Type of Event	Alternative A Current Situation					Alternative B New Facility					Alternative C Expanded Facility				
	# of Events	Avg Days	Event Days	Avg Attend	Total Attend	# of Events	Avg Days	Event Days	Avg Attend	Total Attend	# of Events	Avg Days	Event Days	Avg Attend	Total Attend
Conventions	0	2.5	0	0	0	22	2.5	55	950	52,250	26	2.5	65	950	61,750
Trade Shows	9	3.5	32	2,000	63,000	12	3.5	42	2,000	84,000	15	3.5	53	2,000	105,000
Consumer Shows	26	3.0	78	2,000	156,000	15	3.0	45	3,000	135,000	18	3.0	54	3,500	189,000
Community/Social	20	1.3	26	1,200	31,200	25	1.0	25	1,500	37,500	50	1.0	50	1,500	75,000
Conferences	13	1.0	13	150	1,950	25	1.0	25	200	5,000	50	1.0	50	300	15,000
Meetings & Banquets	13	1.1	14	150	2,145	25	1.0	25	200	5,000	50	1.0	50	300	15,000
Concerts	24	2.1	50	1,300	65,520	12	1.0	12	2,000	24,000	12	1.0	12	3,000	36,000
Total	105		213	6,800	319,815	136		229	9,850	342,750	221		334	11,550	496,750

Source: Strategic Planning Group, Inc., 2006.

Alternative A reflects the operations of the Auditorium currently, with an approximate number of events (105 events) and event days (213 event days) by type of event for an estimated total attendance of approximately 320,000. Alternative B depicts a facility producing 136 events, with a greater number convention related events as well as a doubling of local one-day events for a total of 229 event days and a total attendance of 343,000.

Alternative C represents an expansion of the recommended Alternative B facility program, which has more exhibit space and breakout meeting space. This alternative reflects a larger increase in the total number of events (mostly from local activities) and a growth in the number of convention-related events and attendees. There are a total of 221 events creating a total of 334 event day, which represents a very high occupancy percentage if each event were to rent the entire facility, which will not be the case. While there will be a greater number of events, there will be a large number of events occurring on the same days, but using different components of the building. However, there would be a greater number of attendees of these events at approximately 500,000. The facility would, therefore, operate at a higher “event day” occupancy than the Auditorium does currently, but would experience a lower “physical facility” occupancy in terms of the space occupied.

Appendix

Appendix Table 1
City Of Melbourne Civic Center Study
Summary of Auditorium Events, 2006

2006 Type of Events/ Facility Requirements	Full Building		Main Hall		East Hall		West Hall		North Hall		Combination		Total		Total	
	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	%	Event Days	%
Type of Events																
Concerts	2	2	22	49	0	0	0	0	0	0	0	0	24	22.9%	51	23.8%
Dances/Dinners	10	12	9	9	0	0	1	1	0	0	1	1	21	20.0%	23	10.7%
Exhibit/Tradeshows	34	108	1	2	0	0	0	0	0	0	0	0	35	33.3%	110	51.4%
Festivals/Fairs	3	6	1	1	0	0	0	0	0	0	0	0	4	3.8%	7	3.3%
Fundraisers	4	6	0	0	0	0	0	0	0	0	1	1	5	4.8%	7	3.3%
Recitals	0	0	1	1	0	0	0	0	0	0	0	0	1	1.0%	1	0.5%
Seminars/Meetings	0	0	1	1	1	1	8	8	1	1	2	2	13	12.4%	13	6.1%
Theater Productions	0	0	2	2	0	0	0	0	0	0	0	0	2	1.9%	2	0.9%
Total	53	134	37	65	1	1	9	9	1	1	4	4	105	100.0%	214	100.0%
Number of Events (%)	50.5%		35.2%		1.0%		8.6%		1.0%		3.8%		100.0%			
Event Days (%)		62.6%		30.4%		0.5%		4.2%		0.5%		1.9%			100.0%	
Facility Utilization																
Space (SF)		19,672		8,960		4,368		3,584		1,380		4,573				
Total Space Utilized		2,636,048		582,400		4,368		32,256		1,380		18,292			3,274,744	
% of Space Utilized		80.5%		17.8%		0.1%		1.0%		0.0%		0.6%			100.0%	

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006

Appendix Table 2
City Of Melbourne Civic Center Study
Summary of Auditorium Events, 2005

2005	Full Building		Main Hall		East Hall		West Hall		North Hall		Combination		Total			
Type of Events/Facility Requirements	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	%	Event Days	%
Type of Events																
Concerts	1	1	22	47	0	0	0	0	0	0	0	0	23	20.5%	48	22.6%
Dances/Dinners	11	14	9	9	0	0	1	1	0	0	2	3	23	20.5%	27	12.7%
Exhibit/Tradeshows	32	95	1	2	1	1	0	0	0	0	0	0	34	30.4%	98	46.2%
Festivals/Fairs	4	7	1	1	0	0	0	0	0	0	0	0	5	4.5%	8	3.8%
Fundraisers	4	6	0	0	0	0	0	0	0	0	0	0	4	3.6%	6	2.8%
Recitals	0	0	0	0	0	0	0	0	0	0	1	1	1	0.9%	1	0.5%
Seminars/Meetings	1	1	5	7	0	0	10	10	2	2	2	2	20	17.9%	22	10.4%
Theater Productions	0	0	2	2	0	0	0	0	0	0	0	0	2	1.8%	2	0.9%
Total	53	124	40	68	1	1	11	11	2	2	5	6	112	100.0%	212	100.0%
Number of Events (%)	47.3%		35.7%		0.9%		9.8%		1.8%		4.5%		100.0%			
Event Days (%)		58.5%		32.1%		0.5%		5.2%		0.9%		2.8%			100.0%	
Facility Utilization																
Space (SF)		19,672		8,960		4,368		3,584		1,380		4,573				
Total Space Utilized		2,439,328		609,280		4,368		39,424		2,760		27,438			3,122,598	
% of Space Utilized		78.1%		19.5%		0.1%		1.3%		0.1%		0.9%			100.0%	
Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006																

Appendix Table 3
City Of Melbourne Civic Center Study
Summary of Auditorium Events, 2004

2004	Full Building		Main Hall		East Hall		West Hall		North Hall		Combination		Total			
Type of Events/Facility Requirement	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	%	Event Days	%
Concerts	1	1	24	49	0	0	0	0	0	0	0	0	25	23.4%	50	24.5%
Dances/Dinners/Ceremonies	11	12	9	9	0	0	2	2	0	0	0	0	22	20.6%	23	11.3%
Exhibit/Tradeshows	27	86	2	5	0	0	1	1	0	0	0	0	30	28.0%	92	45.1%
Festivals/Fairs	7	12	1	1	0	0	0	0	0	0	1	1	9	8.4%	14	6.9%
Fundraisers	4	6	0	0	0	0	0	0	0	0	0	0	4	3.7%	6	2.9%
Recitals	1	1	0	0	0	0	0	0	0	0	0	0	1	0.9%	1	0.5%
Seminars/Meetings	0	0	2	4	0	0	9	9	0	0	2	2	13	12.1%	15	7.4%
Theater Productions	0	0	1	1	1	1	0	0	0	0	1	1	3	2.8%	3	1.5%
Total	51	118	39	69	1	1	12	12	0	0	4	4	107	100.0%	204	100.0%
Number of Events (%)	47.7%		36.4%		0.9%		11.2%		0.0%		3.7%		100.0%			
Event Days (%)		57.8%		33.8%		0.5%		5.9%		0.0%		2.0%			100.0%	
Facility Utilization																
Space (SF)		19,672		8,960		4,368		3,584		1,380		4,573				
Total Space Utilized		2,321,296		618,240		4,368		43,008		0		18,292			3,005,204	
% of Space Utilized		77.2%		20.6%		0.1%		1.4%		0.0%		0.6%			100.0%	

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006

Appendix Table 4
City Of Melbourne Civic Center Study
Summary of Auditorium Events, 2003

2003 Type of Events/Facility Requirement	Full Building		Main Hall		East Hall		West Hall		North Hall		Combination		Total			
	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	%	Event Days	%
Type of Events																
Concerts	0	0	14	28	0	0	0	0	0	0	0	0	14	15.1%	28	15.6%
Dances/Dinners/ Ceremonies	10	10	9	9	0	0	0	0	0	0	1	1	20	21.5%	20	11.2%
Exhibit/Tradeshows	28	83	4	7	2	5	0	0	0	0	0	0	34	36.6%	95	53.1%
Festivals/Fairs	8	14	1	1	0	0	0	0	0	0	0	0	9	9.7%	15	8.4%
Fundraisers	4	7	0	0	0	0	0	0	0	0	0	0	4	4.3%	7	3.9%
Recitals	0	0	0	0	0	0	0	0	0	0	1	1	1	1.1%	1	0.6%
Seminars/Meetings	0	0	9	11	0	0	0	0	0	0	0	0	9	9.7%	11	6.1%
Theater Productions	2	2	0	0	0	0	0	0	0	0	0	0	2	2.2%	2	1.1%
Total	52	116	37	56	2	5	0	0	0	0	2	2	93	100.0%	179	100.0%
Number of Events (%)	55.9%		39.8%		2.2%		0.0%		0.0%		2.2%		100.0%			
Event Days (%)		64.8%		31.3%		2.8%		0.0%		0.0%		1.1%			100.0%	
Facility Utilization																
Space (SF)		19,672		8,960		4,368		3,584		1,380		4,573				
Total Space Utilized		2,281,952		501,760		21,840		0		0		9,146			2,814,698	
% of Space Utilized		81.1%		17.8%		0.8%		0.0%		0.0%		0.3%			100.0%	

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006

Appendix Table 5
City Of Melbourne Civic Center Study
Summary of Auditorium Events, 2002

2003	Full Building		Main Hall		East Hall		West Hall		North Hall		Combination		Total			
Type of Events/Facility Requirements	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	Event Days	# of Events	%	Event Days	%
Type of Events																
Concerts	0	0	20	46	0	0	0	0	0	0	1	1	21	20.6%	47	25.5%
Dances/Dinners	7	8	15	15	0	0	1	1	0	0	1	1	24	23.5%	25	13.6%
Exhibit/Tradeshows	24	66	4	9	0	0	0	0	0	0	2	3	30	29.4%	78	42.4%
Festivals/Fairs	7	12	1	1	0	0	0	0	0	0	1	1	9	8.8%	14	7.6%
Fundraisers	2	4	1	1	0	0	0	0	0	0	0	0	3	2.9%	5	2.7%
Recitals	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Seminars/Meetings	0	0	1	1	1	1	10	10	0	0	0	0	12	11.8%	12	6.5%
Theater Productions	0	0	1	1	0	0	0	0	0	0	2	2	3	2.9%	3	1.6%
Total	40	90	43	74	1	1	11	11	0	0	7	8	102	100.0%	184	100.0%
Number of Events (%)	39.2%		42.2%		1.0%		10.8%		0.0%		6.9%		100.0%			
Event Days (%)		48.9%		40.2%		0.5%		6.0%		0.0%		4.3%			100.0%	
Facility Utilization																
Space (SF)		19,672		8,960		4,368		3,584		1,380		4,573				
Total Space Utilized		1,770,480		663,040		4,368		39,424		0		36,584			2,513,896	
% of Space Utilized		70.4%		26.4%		0.2%		1.6%		0.0%		1.5%			100.0%	

Source: Melbourne Auditorium, City of Melbourne; Strategic Planning Group, Inc., 2006



**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	Mayor and Council
Presenter:	Marcus Smith
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.20.

Subject:

Discussion regarding the creation of the Melbourne Small & Developing Business program.

Background/Consideration:

At the September 11, 2025 Council meeting, City Council agreed to have a future discussion item regarding Council Member Marcus Smith's proposal regarding the creation of a Melbourne Small & Developing Business (MSDB) program. The purpose of the program would be supporting business, growing Melbourne, scaling business, creating opportunity, and achieving sustained results.

A description of the program previously sent to the City Manager from Council Member Smith is attached. Additional materials prepared by Council Member Smith related to this item will be provided under separate cover.

Fiscal/Budget Impact:

Not known at this time.

Requested Action:

Council discussion.

Creating a Culture for the City of Melbourne to Highlight and Celebrate Small Businesses

Submitted to: City of Melbourne Mayor, City Council, and City Manager's Office

Submitted by: Marcus Smith, Melbourne City Council, District 1

Date: 8/12/2025

Purpose

To establish a year-round culture in the City of Melbourne that highlights and celebrates small businesses by officially recognizing nationally observed business months and weeks. This initiative will strengthen Melbourne's economic foundation, promote diversity in entrepreneurship, and position the city as a champion for small business success.

"Small businesses make up 99.9% of all U.S. businesses and employ 46% of the private workforce."

Why Small Businesses Matter

Small businesses are more than storefronts—they are job creators, community builders, and the heart of our local economy.

National & Local Impact Statistics:

- Small businesses make up 99.9% of all U.S. businesses (U.S. Small Business Administration).
- They employ 46% of the private workforce nationwide—that's over 61 million people.
- Every \$1 spent at a local business generates approximately \$0.68 in local economic return.
- In Melbourne and Brevard County, small businesses account for the vast majority of employer establishments.

Proposed National Business Observances for Recognition

Observance	Month/Date	Economic & Cultural Impact
National Small Business Month	May	Celebrates the backbone of our economy and promotes programs that help small businesses grow.
Asian American and Pacific Islander Business Month	May	Elevates AAPI entrepreneurs and their economic impact.
National Skilled Trades Month	May	Highlights trades-based businesses that support infrastructure.
Black Business Month	August	Highlights Black-owned businesses and fosters economic equity.

National Women's Small Business Month	October	Encourages visibility and growth for women-owned enterprises.
National Hispanic Business Month	Sept 15–Oct 15	Honors Hispanic and Latino business contributions.
National Veterans Small Business Week	First week of November	Supports veteran entrepreneurs and military spouse-owned businesses.

Benefits to Melbourne

- Strengthened Local Economy – More visibility for small businesses means more jobs and tax revenue.
- City Brand Leadership – Melbourne becomes known as a city that consistently supports small businesses.
- Community Connection – Encourages pride in our local business community.
- Inclusive Growth – Promotes business opportunities.

Program Components

- Official City Proclamations – Launch each observance with a proclamation at a City Council meeting.
- Small Business Spotlight Campaign – Feature local entrepreneurs during council meetings.
- Partnership Events – Collaborate with business groups and cultural associations for events.
- Community Commerce Engagement – Promote shopping local through themed events and pop-up markets.
- Annual Recognition Event – Host a year-end celebration honoring outstanding small businesses.

Requested Action from Council & Staff

- Approve adoption of the “Creating a Culture to Highlight and Celebrate Small Businesses” initiative.

Conclusion

Small businesses are the lifeblood of Melbourne’s economy and culture. By celebrating national business observances, the City can lead by example—creating a vibrant, inclusive, and prosperous business environment that benefits all residents and entrepreneurs.

MELBOURNE LEADS THE WAY...



**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	City Clerk's Office
Presenter:	David Neuman
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.21.

Subject:

Discussion on the City's special activity permitting process.

Background/Consideration:

At the October 14, 2025 Council meeting, Vice Mayor David Neuman requested to have a discussion item regarding the special activity permitting process. Included in the agenda package for reference is Chapter 2, Article X of the City Code relating to special activity permits.

Fiscal/Budget Impact:

N/A

Requested Action:

Council discussion.

ARTICLE X. - SPECIAL ACTIVITY PERMITS

Sec. 2-668. - Purpose.

The intent of the city council in adopting this article is to recognize that there are certain special or unique activities not recognized in the Code, which provide for an economically viable community. Special activities, whether held on private property or public property, may require the provision of city services and/or a temporary waiver from this Code. This article provides the regulatory framework for the processing of special activity permits and authorizes the development of administrative policies and procedures to process such permits.

The city is committed to balancing the city's interests in protecting public health and safety through this article with the First Amendment rights of special activity permit applicants. It is the intent of the city council that the review of applications for special activity permits be limited to content-neutral time, place, and manner conditions and restrictions, and that the city clerk and relevant city departments coordinate with the city attorney to ensure that city policies and procedures in interpreting and applying this article are consistent with applicable First Amendment principles.

(Code 1984, § 2-253; Ord. No. 2000-32, § 1, 5-9-2000; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Sec. 2-669. - Notice.

- (a) The application deadlines provided in this article provide the minimum number of days for processing of permit applications.
- (b) The city clerk shall not accept any application submitted beyond the deadlines established by this Code. Additionally, the city clerk shall not issue a special activity permit or permit agreement if any required submittals that are needed to finalize the special activity application are not submitted by the appropriate deadline established by this Code.
- (c) An event is not considered approved until the city clerk has issued a special activity permit or the city manager and applicant have executed a permit agreement, depending on the type of event.

(Code 1984, § 2-254; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2023-26, § 1, 8-8-2023)

Sec. 2-670. - Permit required.

An applicant for a special event held within the city is required to apply for and obtain a special activity permit, and comply with the provisions set forth in this article and the special activity permit or

permit agreement.

(Code 1984, § 2-255; Ord. No. 2012-14, § 1, 3-27-2012)

Sec. 2-671. - Proper zoning required; activity must relate to primary business.

- (a) The site selected for a special event must be properly zoned for the proposed activity. For example, a commercial vehicle tent sale may not be conducted on an empty lot in a residentially zoned subdivision.
- (b) An event conducted on private property, e.g., tent sale, banner, inflatable sign, temporary sign, business promotion, must relate to the primary activity conducted by the business on that site. For example, an applicant from a hair salon may not apply for a parking lot plant sale or tool sale.

(Code 1984, § 2-256; Ord. No. 2012-14, § 1, 3-27-2012)

Sec. 2-672. - Authority.

- (a) The city clerk, under the direction of the city manager, is hereby authorized and directed to administer the special activity permitting process. This includes the authority to grant temporary waivers to this Code for special activities and to impose conditions of approval, including the requirement of city services.
- (b) Waivers may include, but not be limited to:
 - (1) Section 6-7, open container ordinance.
 - (2) Placement of a tent, stage, banner, inflatable sign (air filled), temporary sign, portable restroom, or other temporary structure.
 - (3) Blocking a public roadway or right-of-way.
 - (4) Use of temporary electrical power.
 - (5) Use of Code-required parking areas.
- (c) The city clerk may not approve or grant waivers to the following:
 - (1) Section 6-2, hours of operation of any place holding a license under the regulations of the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco.
 - (2) Chapter 26, article II, noise and vibration control ordinance.
 - (3) Sections of this Code that provide for a regulatory scheme or permitting process separate from the special activity permitting process. Examples include sign permit, landscaping requirements, and various building permits.

(4) A condition of a conditional use ordinance adopted by the city council.

(d) The fire chief shall have the authority to review, approve, and/or deny applications for fireworks display and pyrotechnics display.

(Code 1984, § 2-257; Ord. No. 2000-32, § 1, 5-9-2000; Ord. No. 2012-14, § 1, 3-27-2012)

Sec. 2-673. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Admission street event means an event held on city property (including city parks or outside of city recreation facilities) where an admission is charged for access to the event area.

Annual event means an event that has been held for at least two consecutive years in the city by the same applicant or their affiliate.

Annual permit means a special activity permit or permit agreement issued by the city clerk for qualified recurring special events that remains effective for up to a 12-month period identified in the permit or permit agreement at the time of issuance.

Block party means a non-commercial organized public gathering for the purpose of having a party or other social, recreational or similar assemblage composed substantially of neighbors in a predominantly residential area on a public right-of-way (street, sidewalk, or alley) where: no admission is charged for access to any portion of the event area; merchandise, food, and beverages are not offered in exchange for money; and city services, with the exception of traffic control devices, are not required.

Building official means the city building official or his designee.

Business promotion means an event that does not require city services held at a place of business on private property for the sole purpose of promoting the business located on the property. A promotion may include, but not be limited to, placement of a balloon, banner, inflatable sign, temporary sign, or tent; sales and/or distribution of food and beverages; and use of sound amplification.

City property means any public street, sidewalk, place, property, easement, right-of-way, structure or facility owned, dedicated, controlled or otherwise under the jurisdiction and control of the city.

City sponsored event means a community based, nonprofit event that is free to the public, and appeals to the broadest segment of the community.

Fire chief means the city fire chief or his designee.

Life safety management document means the written plan defined by NFPA 1 (National Fire Protection Association code) that is required with each application for an outdoor event that is fenced or

gated, has open seating, and an expected peak attendance of 6,000 or more.

Outdoor seasonal sales means items associated with a season. Seasonal sales may include sparklers, pumpkins, Christmas trees, and holiday decorations. The term "outdoor seasonal sale" is narrowly defined and may not include a broad category, such as gifts, crafts, or household items.

Police chief means the city police chief or his designee.

Reservation form means the form provided by the city clerk for the purposes of reserving a date for a future special event.

Special activity or special event means a public or private event conducted outside that is characterized by its limited duration, infrequent occurrence, or seasonal nature and by the fact that permanent improvements are not made to the site; or an event where it can be anticipated that the number of persons attending the event will exceed the on-site parking available at the event area; or an event where it can be reasonably expected that services will be required beyond those that are regularly provided by the city, such as police services, traffic control, crowd control, code compliance, fire and/or emergency medical services, street closures, or other municipal services that may be necessary to service the event; or an event that involves displays or activities that will impinge on any adjacent area, including amplified sound, athletic events, carnivals, circuses, concerts, fireworks, high intensity lighting, musical groups, parades, runs, street events, and walk-a-thons.

Special activity application means the form provided by the city clerk for the purposes of processing a special activity.

Special activity application fee means the fee an applicant is required to pay before a special activity application can be processed.

Special activity permit means a permit that is issued by the city clerk for an event conducted on private property or public property not under city ownership or control.

Special activity permit agreement means an agreement that is issued by the city clerk and approved by the city manager for an event that is held on city property or an event where the cost of city services and equipment is estimated to be \$5,000.00 or more.

Special activity permitting procedures means the administrative procedures prepared by the city clerk, as amended from time to time, pertaining to the issuance of a special activity permit or permit agreement.

Submittals means additional documents that are required as part of the special activity review process. Examples include, but are not limited to, site plan, police department employment services request form, trash and recycling plan, parking plan, accessibility plan, security plan, lighting plan, life safety management document, copy of alcohol permit issued by the state, certificate of insurance,

deposit for city services, or notification to surrounding properties.

Temporary structure means any structure used during a special event with a primary purpose of protection from the elements, such as a tent, stage, platform, concession trailer, and similar items. Temporary structures do not include vehicles, tables, chairs, portable restrooms, and trash or garbage receptacles.

Traffic engineering means the city engineer or his designee.

Year means the period January 1 through December 31, inclusive.

(Code 1984, § 2-258; Ord. No. 2000-32, § 1, 5-9-2000; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016; Ord. No. 2023-26, § 1, 8-8-2023)

Sec. 2-674. - Application, deadlines, site plan, and submittals.

- (a) Each applicant will be required to complete and submit a special activity application to the city clerk, along with the applicable fee.
 - (1) Applicants for special events for a business promotion must apply a minimum of three business days prior to the event.
 - (2) Applicants for special events with an expected peak attendance of 1,000 or less must apply a minimum of 30 days prior to the date of the event. If such an event involves a road closure or requires police services, applicants must apply a minimum of 60 days prior to the date of the event.
 - (3) Applicants for special events with an expected peak attendance of 1,001 or more must apply a minimum of 90 days prior to the date of the event. Where an event with an expected peak attendance of 1,001 or more only requires an inspection by the code compliance division, does not require police services, and no other city services are required, the deadline is reduced to 30 days prior to the date of the event.
- (b) By the relevant application deadline listed above, a special activity application must be marked as initially complete for an application to be processed by the city clerk.
- (c) An application will not be processed if an applicant or the applicant's affiliate owes money to the city from a prior event until all past due amounts are paid in full.
- (d) Applicants for business promotions may include the entire 30 days allowed in a calendar year (reference section 2-686 on frequency and duration of events) on one application and pay one application fee. For example, if six, five-day events are planned at various times throughout the year, all six events may be included on one application.
- (e) An application may not be submitted more than 365 days prior to an event.

- (f) Applications shall be considered on a first come, first served basis. The applicant who has submitted a special activity application marked as initially complete and paid the application fee shall have their application reviewed first. However, the applicant for an annual event, either on city property, or at Wickham Park (with an estimated peak attendance of 1,001 or more), will have the first option to submit either an application or a reservation form for the same or similar event area for the following year, as long as the application or reservation form is submitted during the first five business days following the annual event. The requirements for the reservation form shall be outlined in the administrative procedures authorized by section 2-676 of this article.

(Code 1984, § 2-259; Ord. No. 2000-32, § 1, 5-9-2000; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016; Ord. No. 2023-26, § 1, 8-8-2023)

Editor's note— Ord. No. 2016-50, § 1, adopted Aug. 9, 2016, changed the title of § 2-674 from "Application" to read as herein set out.

Sec. 2-675. - Fees.

- (a) The fee schedule for this article shall be adopted from time to time by resolution of the city council.
- (b) All applicants, regardless of profit or non-profit status, will be required to pay the prescribed fees.
- (c) The application fee shall be nonrefundable once the application has been circulated to departments for review.

(Code 1984, § 2-260; Ord. No. 2000-32, § 1, 5-9-2000; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Editor's note— Ord. No. 2016-50, § 1, adopted Aug. 9, 2016, changed the title of § 2-675 from "Application fee" to read as herein set out.

Sec. 2-676. - Special activity permitting procedures.

The city clerk is authorized to prepare administrative procedures for the special activity permitting process. The procedures may include, but not be limited to, requirements and standards for site plans and submittals, mobile vending, tents, portable toilets and trash receptacles, noise monitoring, lighting, parking, crowd management plan, and inflatable rides.

(Code 1984, § 2-261; Ord. No. 2000-32, § 1, 5-9-2000; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Sec. 2-677. - Insurance requirements for special events held on city property.

- (a) *Liability insurance.* The applicant, the individual or other legal entity holding the activity will provide and maintain at all times during the event, without cost or expense to the city, a commercial general liability (CGL) insurance policy. This policy of insurance will have a per occurrence coverage trigger and cover the applicant, the individual or other legal entity holding the activity and its or their employees for any and all claims, demands, and expenses whatsoever, including defense and causes for action for general damages, bodily injury and property damage arising out of or to the extent caused by negligent acts or omissions, intentional misconduct of the applicant, the individual or other legal entity holding the activity and its or their employees and volunteers. These insurance requirements shall not relieve or limit the liability of the applicant, the individual or other legal entity holding the activity. The following minimum insurance requirements shall be provided:
- (1) *Occurrence basis.* All policies, except professional liability insurance and workers' compensation, shall be written on an occurrence and not a claims-made basis and, at a minimum, shall cover the applicant, organizers, sponsors, and all event volunteer workers and volunteer vendors.
 - (2) *Coverage and deductible amounts.* The coverage amount for the CGL policy shall not be less than \$1,000,000.00 per occurrence and in the aggregate and may be met by a combination of underlying and umbrella policies so long as, in combination, the limits equal or exceed those stated. The deductible amount for the CGL policy shall not be more than \$3,000.00 per occurrence.
 - (3) *Additional insured.* The CGL policy shall be endorsed to add the City of Melbourne as an additional insured.
 - (4) *Evidence of insurance.* In addition to a certificate of insurance that lists the specific event that is being covered, the city requires proof that the policy has been endorsed by adding the city as additional insured for the duration of the special event. To satisfy this requirement, the applicant may provide a copy of the actual policy endorsement page or written communication from the insurance agent to the insurance company directing that the policy be endorsed by adding the city as additional insured.
 - (5) *Insurance companies.* All insurance shall be effected under valid and enforceable policies, issued by insurers qualified to do business in the state, or surplus line carriers on the state insurance commissioner's approved list of companies qualified to do business in the state. All insurance carriers and surplus line carriers shall be rated B+, with a financial size category of VII, or better by A.M. Best Company.
- (b) *Alcohol.* In addition to the insurance requirements in subsection (a) of this section, additional

insurance is required if alcohol will be sold, served, or consumed within the event area. Applicants or parties serving alcohol, who are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages must obtain or have full liquor liability insurance with a per occurrence and aggregate limit of not less than \$1,000,000.00 with a deductible amount of not more than \$3,000.00. Applicants or parties serving alcohol, who are not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages, must obtain or have host liquor liability insurance with a per occurrence and aggregate limit of not less than \$1,000,000.00 with a deductible amount of not more than \$3,000.00. An applicable liquor liability insurance policy must be maintained in full force, at all times during the event, without cost or expense to the city. This policy of insurance will be required to cover the applicant, the individual or other legal entity holding the activity and its or their employees or volunteers for any and all claims, demands, and expenses whatsoever, including defense and causes arising from or related to the furnishing, sale, consumption, or serving of alcoholic beverages of any type as defined in F.S. chs. 561—565. These insurance requirements will not relieve or limit the liability of the applicant, the individual or other legal entity holding the activity and allowing alcohol to be consumed, sold, or served. All entities licensed to serve alcohol within the event area shall provide proof of insurance to the city.

(Code 1984, § 2-262; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Editor's note— Ord. No. 2016-50, § 1, adopted Aug. 9, 2016, changed the title of § 2-677 from "Insurance requirements for events held on city property" to read as herein set out.

Sec. 2-678. - Application review process; types of permits.

- (a) *Generally.* Upon receipt of an application marked as initially complete, the city clerk will route the application to the reviewing city departments. City departments will review the application and return it to the city clerk with a recommendation for approval or denial. Special conditions of approval may be imposed by each department.
- (b) *Review procedures.* Applications will be reviewed as follows:
 - (1) *Admission street event.* Applications will be processed in accordance with this article and the special activity permitting procedures adopted by the city clerk. A permit agreement executed by the applicant and the city manager will be required. At least five business days prior to the event, the applicant will be required to provide submittals/documents that are due, make required deposits or payments for city services, and execute a permit agreement.
 - (2) *Special activity or special event—Private property.* Applications will be processed in accordance with this article and the special activity permitting procedures adopted by the

city clerk. A special activity permit executed by the city clerk will be required. At least five business days prior to the event, the applicant will be required to provide submittals/ documents that are due and make deposits or payments for city services, if required.

- (3) *Special activity or special event—City property.* Applications will be processed in accordance with this article and the special activity permitting procedures adopted by the city clerk. A permit agreement executed by the applicant and the city manager will be required. At least five business days prior to the event, the applicant will be required to provide submittals/documents that are due, make required deposits or payments for city services, and execute a permit agreement.
- (4) *Special activity or special event—Private property or public property not under city ownership or control with expected attendance of 1,001 or more.* Applications will be processed in accordance with this article and the special activity permitting procedures adopted by the city clerk. A permit agreement executed by the applicant and the city manager will be required if the cost for providing city services and equipment is estimated to be \$5,000.00 or more. At least five business days prior to the event, the applicant will be required to provide submittals/documents that are due, make deposits or payments for city services, and execute a permit agreement.
- (c) *Pre-event planning participation.* An applicant for a new event or an event with an expected attendance of 1,001 or more may be required to participate in a pre-event planning meeting with city staff.
- (d) *Special event permit.* An event or activity will not be considered approved until the city clerk has issued a permit. The city clerk will make the final decision on issuance of a special activity permit.
- (e) *Annual permit.* The city clerk may issue an annual permit to an applicant for a qualified recurring special activity or special event. A recurring special activity or special event will qualify for an annual permit upon the city clerk's determination that the special activity or special event satisfies the requirements of this article, and that the parameters of the special activity or special event will remain substantially unchanged for any recurrences during the effective period of the annual permit. Annual permits are subject to all other rules and regulations established by this article.

(Code 1984, § 2-263; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016; Ord. No. 2023-26, § 1, 8-8-2023)

Sec. 2-679. - Alcoholic beverages.

- (a) If an event includes the sale, consumption, or service of alcoholic beverages, the applicant is

responsible for:

- (1) Complying with all state and local laws related to alcoholic beverages;
- (2) Providing the city clerk with a copy of the temporary license issued by the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco;

(b) Events held on city property.

- (1) For special events held on city property, it is the city council's intent that alcohol sales and distribution end the earlier of either (i) the end of an event, or (ii) 1:00 a.m.

For special events held on city property where the city clerk has waived open container pursuant to section 2-672 of this article, the waiver shall not apply beyond the earlier of either (i) one hour after the end of the event, or (ii) the closing hours for sale of alcoholic beverages in chapter 6-2 of the City Code.

(c) An event being held on private property, at the same time an event is being held on city property in the immediate area, must end at the same time as the event being held on city property.

(Code 1984, § 2-264; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2013-54, § 1(2-264), 10-8-2013; Ord. No. 2016-50, § 1, 8-9-2016)

Sec. 2-680. - City services.

(a) Unless otherwise prohibited by law, the city shall recover its costs for services, equipment, and materials on the following basis and in accordance with the fee resolution adopted by city council: i) any direct expenses to the city shall be paid in full by applicants. Direct expenses include, but are not limited to, the rate of pay paid to employees assigned to work the event, traffic or pedestrian control devices ordered from a contractor, and materials used during an event. ii) Any indirect expenses to the city shall be partially paid by applicants. Indirect expenses include, but are not limited to, employee time to process applications (recognized in the application fees), participate in pre-event planning meetings, and draft permit agreements; clean-up of an event site or area impacted by an event when an applicant has not returned the site to its pre-event condition; use of city equipment; custom map or site plan requested by an applicant; parking lot rental; and employee time to obtain permit from another agency or order equipment from an outside source. To the greatest extent possible, the intent is that the current level of municipal services in the city is not reduced as a result of a special event being conducted.

(b) The provision of city services will be based on:

- (1) Size (area), location, duration, and type of event;
 - (2) Previous experience with a similar event, and the applicant's ability to demonstrate organization and management of an event;
 - (3) Type of entertainment or proposed activities;
 - (4) Whether alcohol will be available during the event;
 - (5) Information contained in the completed application, including estimated attendance at event;
 - (6) Potential for illegal use of alcohol or drugs;
 - (7) Potential for unrest or injury to attendees;
 - (8) Traffic conditions; and
 - (9) Fire conditions.
- (c) Police services.
- (1) The police chief shall review each special activity application and make a determination on the type and amount of police coverage and equipment needed for an event. The police chief reserves the authority to approve police services being provided by private security or another law enforcement agency.
 - (2) Police services may be required for carnivals, circuses, concerts, crowd control, events with an anticipated attendance of 1,001 or more, events that involve alcohol, events that may require traffic control, festivals, parades, runs, street closures, street events, walk-a-thons, and other events requiring police services to address security and safety issues.
 - (3) The ranking police officer working during an event shall have the authority to increase or decrease the amount of police services based on actual event conditions.
- (d) *Code compliance services.*
- (1) The building official shall review each special activity application and make a determination on the type and amount of building inspection and code enforcement coverage needed for an event.
 - (2) Code compliance services may be required for carnivals, circuses, concerts, events with an anticipated attendance of 1,001 or more, festivals, fireworks, open flame, pyrotechnics, sound amplification (monitoring of noise and vibration level), street events, temporary electrical, temporary structures and other events requiring code compliance services to address the building code and other life/safety issues.
 - (3) The ranking code compliance employee working during an event shall have the authority to increase or decrease the amount of services based on actual event conditions.
- (e) Fire department services.

- (1) The fire chief shall review each special activity application and make a determination on the type and amount of fire department services and equipment needed for an event.
 - (2) Fire department services may be required for athletic events, carnivals, circuses, concerts, events with an anticipated attendance of 1,001 or more, events that involve alcohol, festivals, fireworks, open flame, pyrotechnics, runs, street events, walk-a-thons, and other events requiring fire department services to address the fire code and other life/safety issues.
 - (3) The fire chief may waive the requirement for medical services for an event if such services are being provided by a private contractor or another jurisdiction.
 - (4) The ranking fire official working during an event shall have the authority to increase or decrease the amount of services based on actual event conditions.
- (f) Traffic engineering services.
- (1) Traffic engineering shall review each special activity application that would have an impact on roadways or traffic within the city.
 - (2) Traffic engineering services may be required for the following types of events or activities: events requiring temporary signage or use of variable message boards, and temporary road closures or detours.
 - (3) If the city is required to obtain traffic control devices from a private contractor, the applicant will be required to pay for the full cost.
- (g) Electrical service. The facilities maintenance superintendent shall review each special activity application that makes a request for connection to the city's electrical service.
- (h) All other services. All other municipal services that may be required for an event shall be reviewed by the appropriate department. The cost will be based on the actual cost of providing the service.
- (i) If additional city services are required and provided during an event, the applicant will be responsible for payment of the additional cost. Additional services may be required as a result of the following:
- (1) The applicant underestimated attendance.
 - (2) The applicant did not meet one or more of the conditions of the permit including, but not limited to, provision of security personnel, fencing, barricades, lighting, and parking management.
 - (3) The city incurred additional costs or fees in connection with an event for the protection of the life, safety and property of event attendees.

(Code 1984, § 2-265; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016; Ord. No. 2023-26,

§ 1, 8-8-2023)

Sec. 2-681. - Payment to city.

- (a) If an applicant has previously conducted an event in the city and has a positive payment history, a deposit equal to one-half of the estimated costs for city services shall be required. All other applicants shall be required to pay 100 percent of the anticipated costs for city services at least five business days prior to the event.
- (b) In the case where an applicant or their affiliate does not pay the final invoice for city services provided to their event on time, the applicant will be required to pay 100 percent of the anticipated cost of city services for two consecutive future events. If the applicant maintains a positive payment history for the two consecutive future events, the applicant will be returned to the one-half deposit requirement.

(Code 1984, § 2-266; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016; Ord. No. 2023-26, § 1, 8-8-2023)

Sec. 2-682. - Events conducted on city property.

- (a) Applicants for events held on city property shall be required to:
 - (1) Enter into a hold harmless and indemnification agreement as part of the permit agreement in a format acceptable to the city attorney and risk manager.
 - (2) Perform a safety inspection of the event area prior to the event and report any findings in writing to the city clerk at least two weeks prior to the event.
 - (3) Provide written notification to each occupant within a proposed event area and the area impacted by the event if the event involves the barricading or closing of a public roadway.
 - (4) Provide proof of insurance as set forth in section 2-677 if the event involves the barricading or use of a roadway; placement of a temporary structure; sale, distribution or consumption of alcohol; fireworks or pyrotechnics; or athletic or contact sporting event.
 - (5) Provide adequate trash receptacles throughout the event area and return the event area to its pre-event condition following the event. Clean-up of the event area shall include the surrounding area along with public parking lots in the area that are impacted by the event.
- (b) Admission street event. The following provisions shall apply to admission street events:
 - (1) *Event area.* As a condition to issuance of a permit, the applicant for an admission street event must demonstrate that the event area will be secured during an event and that access by event participants will be controlled through access gates. This security is intended to safely limit the maximum number of event participants within a confined area.

Pedestrian access to adjacent property may not be obstructed unless the applicant can demonstrate that the property will be vacant during the event or, in the case of a business, that the business will be closed during the event.

- (2) *Maximum number of participants.* The maximum number of participants per event area will be based on the estimated usable square footage of the event area. Eight square feet per person will be used in making the calculation. The applicant must clearly demonstrate to city staff how entry into the event area will be controlled (such as a wristband system or crowd managers counting entries into/exits from the event area).
 - (3) *Frequency in community redevelopment areas.* No more than six admission street events may be held per calendar year in one redevelopment area. Of that six, no more than two events may occur in a one-month period.
 - (4) *Admission fee/payment to city.* Within 30 calendar days following an event, the applicant must provide the city clerk with a written report of the attendance along with a payment to the City of Melbourne of \$2.00 for each ticket based on the actual number of event participants that enter the gated event area. The admission fee shall be deposited in the general fund of the city.
- (c) Block party. The following provisions shall apply to block parties:
- (1) An applicant for a block party must be: i) a representative of the owner or occupant of a non-residential property, or ii) a resident of the property abutting the right-of-way where the block party is being conducted, or iii) a representative of the applicable homeowners' or property owners' association.
 - (2) Applicants shall be exempt from the insurance requirements in section 2-677, unless the block party includes placement of a temporary structure on city property or alcohol will be distributed or consumed on the public street.
 - (3) Block parties may be conducted between the hours of 6:00 a.m. and midnight.

(Code 1984, § 2-267; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016; Ord. No. 2020-22, § 1, 3-10-2020; Ord. No. 2023-26, § 1, 8-8-2023)

Sec. 2-683. - City funding for events.

Decisions regarding funding for special events shall be made by the city council through the appropriate city council policy.

(Code 1984, § 2-268; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2014-69, 11-25-2014; Ord. No. 2016-50, § 1, 8-9-2016; Ord. No. 2023-26, § 1, 8-8-2023)

Editor's note— Ord. No. 2016-50, § 1, adopted Aug. 9, 2016, changed the title of § 2-683 from "City

sponsored events" to read as herein set out.

Sec. 2-684. - Farmers' markets.

The following conditions shall apply to farmers' markets:

- (1) Farmers' markets are permitted in the redevelopment areas on property zoned C-3 or I-1 and at Wickham Park.
- (2) Reserved.
- (3) Banners and signage may be placed two days prior to an event and must be removed the day of the event. No permanent banners or signs will be allowed.
- (4) A notice must be posted indicating the specific location of restroom facilities in the area.

(Code 1984, § 2-269; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Sec. 2-685. - Outdoor seasonal sales.

The following conditions shall apply to outdoor seasonal sales:

- (1) A special activity permit is required, and the applicant must obtain a business tax receipt prior to set-up. Written permission from the property owner must be submitted with the application.
- (2) Adequate stabilized parking, including handicapped parking, must be provided within 100 feet of the sales/display area. Restrooms, including handicapped accessible restrooms, must be provided on site within 500 feet of the sales/display area.
- (3) If parking and/or restroom facilities are provided by an adjacent business, the applicant must provide a copy of the written agreement. The business hours of the adjacent business must coincide with the operating hours of the special event.
- (4) The sales/display area shall not be located within a required landscaped area and on-site vegetation shall not be disturbed.

(Code 1984, § 2-270; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Sec. 2-686. - Frequency and duration of events on private property.

- (a) The frequency and duration of events is calculated on a per building site basis. If a building site has multiple units, the frequency and duration shall apply to each unit. An applicant may conduct a special event for a total of 30 days per year. Events are permitted in five-day increments and the five-day period must be consecutive. (For example, an applicant could conduct up to six, five-day events per year.) There is no waiting period between events.

- (b) An applicant may conduct an off-site event up to four times per year (a total of 20 days in one-year, five-day increments) for the sale of vehicles in a C-P zoning district. The off-site sale does not affect the frequency allowed at the applicant's primary business location.
- (c) During the period that a business is directly affected by road construction or work in the right-of-way and one or more curb cuts are lost or access is restricted, a special activity may be conducted for an additional five-day period each month.
- (d) Schools, colleges, universities, outdoor seasonal sales, and locations where off-site events are held shall be exempt from this section.
- (e) An applicant is allowed a reasonable set-up and take-down period for an event, which is not included in the five-day increment. The period will be based on the type and complexity of the event. Placement of inflatable signs, banners, temporary signs, and flags will be allowed a one-day set-up and one-day take-down period.

(Code 1984, § 2-271; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Editor's note— Ord. No. 2016-50, § 1, adopted Aug. 9, 2016, changed the title of § 2-686 from "Frequency and duration of events" to read as herein set out.

Sec. 2-687. - Hours of event.

- (a) Unless otherwise restricted by this article, special events held on city property may be conducted between the hours of 6:00 a.m. and 1:00 a.m.
- (b) Special events held on private property may be conducted during the regular business hours of the primary operation on site.
- (c) An event being held on private property at the same time an event is being held on city property in the immediate area must end at the same time as the event being held on city property.

(Code 1984, § 2-272; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2013-54, § 2(2-272), 10-8-2013; Ord. No. 2016-50, § 1, 8-9-2016)

Sec. 2-688. - Noise and vibration control.

The decibel level during a special event may not exceed the sound level prescribed in section 26-25.

(Code 1984, § 2-273; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2013-04, § 1(2-273), 1-22-2013)

Sec. 2-689. - Temporary signs.

Notwithstanding the signage regulations contained in appendix D, chapter 11, temporary signs may

be used within an event area or along an event route for the day of the event only, subject to the conditions of the special event permit. The signs must be removed immediately following the event.

(Code 1984, § 2-274; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Sec. 2-690. - Denial of a permit.

(a) The city clerk may deny a special activity application/permit for the following reasons:

- (1) The application is not fully completed and executed, or the application does not include all required submittals, or the applicant did not comply with a deadline imposed by this article, the procedures adopted by the city clerk, or by the city during the application review process.
- (2) The applicant or its affiliate did not provide the application fee, insurance as set forth in section 2-677, pay for city services, or execute the permit agreement within the time prescribed.
- (3) The application contains a material falsehood or misrepresentation.
- (4) The applicant is legally incompetent to contract or sue and be sued.
- (5) The applicant has on prior occasions damaged property and not paid in full for damage or had other outstanding and unpaid debts to the city.
- (6) A complete application for the same time and place has already been received from another applicant.
- (7) The activity conflicts with a previously planned program.
- (8) The activity is prohibited or inconsistent with the surrounding area in consideration of anticipated noise, crowd capacity, or available parking.
- (9) The use or activity would present an unreasonable danger to the applicant, participants, or employees.
- (10) The applicant has not or cannot comply with applicable licensure requirements, ordinances or regulations concerning sale or offering sale of any goods or services.
- (11) The intended use or activity is prohibited by law, ordinance, or regulation.
- (12) Preparation for the event or the event itself will unduly impede, obstruct, or interfere with the operation of emergency vehicles or equipment, or adversely affect the city's ability to perform municipal functions or provide city services in the vicinity of the event area.
- (13) The proposed event is aimed at inciting or producing imminent lawless action and is likely to incite or produce such action.
- (14) City resources necessary to support the activity are not available.

- (15) The applicant or their affiliate has, on more than one occasion, failed to conduct a previously authorized special activity or special event in accordance with law, this article, or any condition of a special activity permit or special activity permit agreement.

- (b) If an application or permit is denied, the city clerk will notify the applicant in writing and include the reason for denial.

(Code 1984, § 2-275; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016; Ord. No. 2023-26, § 1, 8-8-2023)

Sec. 2-691. - Cancellation of event.

If an applicant decides to cancel, postpone, or reschedule an event, a minimum of 24 hours' notice must be provided. If less than 24 hours' notice is provided, the applicant will be responsible for the costs of any city services, materials, and equipment made available for the event that were not canceled in a timely manner.

(Code 1984, § 2-276; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Sec. 2-692. - Interpretation; provisions declared to be minimum requirements.

- (a) All questions of interpretation of the special activity permitting process shall first be presented to the city clerk. In interpreting this Code, the city clerk shall be first guided by the plain meaning of the words and terms in this Code and second by the intent expressed herein. The city clerk shall make an interpretation based on review of the code as a whole and not by taking specific words or clauses in isolation.
- (b) The provisions of this article shall be held to be minimum requirements, adopted for the protection of the public health, safety, morals and general welfare. Whenever the requirements of this article conflict with the requirements of any other lawfully adopted rule, regulation, or ordinance, the most restrictive shall prevail.

(Code 1984, § 2-277; Ord. No. 2012-14, § 1, 3-27-2012)

Sec. 2-693. - Appeals; city not responsible for costs.

- (a) A person aggrieved by a decision of the city clerk in the denial of a special activity permit may appeal to the city manager. The appeal must be made in writing within not more than ten days following the denial. It shall include an explanation by the applicant as to any factual errors the city made in processing the application.
- (b) If an application or permit is not approved, the city shall not be responsible for any costs incurred by the applicant or his affiliates.

(Code 1984, § 2-278; Ord. No. 2012-14, § 1, 3-27-2012)

Sec. 2-694. - Authority to revoke permit.

After a special activity permit or permit agreement has been issued, the city may revoke the permit, either in whole or in part, or revoke authorization for certain permitted activities if the applicant does not meet the conditions of the permit or permit agreement. If a portion of the event is not in compliance, the city may close that portion of the event until compliance is achieved.

(Code 1984, § 2-279; Ord. No. 2012-14, § 1, 3-27-2012; Ord. No. 2016-50, § 1, 8-9-2016)

Sec. 2-695. - Penalty.

A violation of this article shall be punished as provided in section 1-14, or F.S. ch. 162.

(Code 1984, § 2-280; Ord. No. 2012-14, § 1, 3-27-2012)



**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	City Clerk's Office
Presenter:	David Neuman
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.22.

Subject:

Discussion regarding a code of conduct for volunteer advisory board members.

Background/Consideration:

At the October 14, 2025 Council meeting, Vice Mayor David Neuman requested a discussion item regarding the adoption of a code of conduct for volunteer advisory board members. The city's Code of Ethics (Sec. 3.21 of the City Charter) is included in the agenda package for reference. Materials prepared by Vice Mayor Neuman related to this item will be sent under separate cover.

Fiscal/Budget Impact:

N/A

Requested Action:

Council discussion.

Sec. 3.21. Code of Ethics.

The following Code of Ethics shall apply to all officers and employees of the municipality, whether elected or appointed, paid or unpaid.

- (1) No officer or employee of the municipality shall knowingly:
 - (a) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties.
 - (b) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independence of judgment or action in the performance of his official duties.
 - (c) Disclose confidential information concerning the property, government, or affairs of the governmental body by which he is employed without proper legal authorization, or use such information to advance the financial or other private interests of himself or others.
 - (d) Accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm or corporation which to his knowledge is interested directly or indirectly in any manner whatsoever in business dealings with the governmental body by which he is employed; provided, however, that any such officer or employee who is a candidate for public office may accept campaign contributions and services in connection with any such campaign.
 - (e) Represent private interests in any action or proceeding against the governmental body by which he is employed.
 - (f) Vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which he has a financial interest.
 - (g) Any officer or employee of the municipality who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the municipality shall disclose such private interest to the council. Any councilman who has a private interest in any matter pending before the council shall disclose such private interest on the records of the council.

Editor's note(s)—The editor has deleted the second part of the compound verb phrase in the last sentence, on disqualification from voting; see F.S. §§ 286.012 and 112.3143 on voting conflicts.
 - (h) No officer or employee of the municipality shall use property owned by such governmental body for personal benefit, convenience or profit except in accordance with policies promulgated by the council.
 - (i) No current or former member of the city council shall be eligible to apply for or be employed by the city in any paid position, whatsoever, for a period of two (2) years after the last date of service by the member on city council.
- (2) The city council shall provide, by ordinance, for a system whereby all candidates for elective office in the municipality shall report to the city clerk all expenses and contributions of said election campaign. Such reports shall be available to the public.

(Ord. No. 94-13, § 1, 3-22-1994)

State law reference(s)—Campaign financing, F.S. ch. 106; Code of Ethics for public officers and employees, F.S. § 112.311 et seq.

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(Supp. No. 29)



**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	City Clerk's Office
Presenter:	Marcus Smith
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.23.

Subject:

Discussion regarding a revision to Council Policy #36 - Travel and Per Diem

Background/Consideration:

At the February 11, 2025 regular Council meeting, Council Member Marcus Smith provided a memo to City Council expressing a desire to have additional organizations added to the language of Council Policy #36 - Travel and Per Diem. The request was to have pre-approval for Council Members to attend events in Brevard County sponsored by the Greater Palm Bay Chamber of Commerce, LEAD Brevard and weVENTURE (in addition to the organizations already recognized by the policy). Following discussion of that request, Council expressed a desire to see an agenda item on the next agenda about the costs involved with attending these events.

At the February 25, 2025 regular Council meeting, Council considered an item regarding the proposed revisions to Council Policy #36. Included in the agenda package was a breakdown of potential costs to attend the three additional entities' events after the City Clerk's Office contacted each of the three referenced organizations for event information and costs. Following a brief discussion, Council expressed consensus to have further conversation about this request during "the budget development process." There were no discussions regarding this topic during the budget special meeting in July 2025 or the budget public hearings in September 2025.

At the October 14, 2025 regular Council meeting, Council Member Marcus Smith requested a discussion item to re-visit these revisions to the referenced Council policy, in addition to adding the organization "CivMil" to the list of organizations. Following discussion of that request, Council expressed a desire to see an agenda item on the next agenda, the costs involved with attending these events, and bullet points on the public benefit that each event or organization will contribute to Melbourne.

Included in the agenda package are the materials from the February 2025 discussions, to include the previously proposed revisions to Council Policy #36 from February 2025.

Fiscal/Budget Impact:

In Fiscal Year 2026, City Council budgeted \$7,880 in its travel and per diem budget (01100511-540000). Authorization to attend additional events hosted by these organizations will likely have a fiscal impact. The City Clerk's Office will monitor the budget throughout the year to determine if a



budget adjustment is necessary to account for any increased expenditures from this account as a result of this agenda item.

Requested Action:

Council discussion on possible revisions to Council Policy #36 to add additional organizations (such as Palm Bay Chamber of Commerce, LEAD Brevard, weVENTURE, and CivMil) and the extent to which attending events sponsored by these organizations serves a valid public purpose as entities that create a forum for municipal education, legislative developments, economic opportunity incentives and collaborative efforts.

Memorandum

To: Mayor & City Council
From: Kevin McKeown, City Clerk
Date: February 25, 2025
Re: Revision to Council Policy #36 – Travel and Per Diem (Requested by Council Member Marcus Smith)

Following discussion at its February 11, 2025 meeting, Council expressed a desire to see a breakdown of potential costs for attending events sponsored by the Greater Palm Bay Chamber of Commerce, LEAD Brevard and weVENTURE. After contacting each organization, the following information was provided:

Greater Palm Bay Chamber of Commerce

Monthly Luncheons (First Wednesday of Every Month Except January/July)	\$37 early bird member / \$42 early bird non-member \$42 member / \$47 non-member
Monthly Space Coast Alliance for Tech & Innovation (SCATI) (Fourth Thursday of Every Month Except August/December)	\$35 member / \$45 non-member
State of Palm Bay Luncheon (April 2)	\$40 early bird member / \$45 early bird non-member \$45 member / \$50 non-member
Mayor's Breakfast (May 16)	\$45 early bird member / \$50 early bird non-member \$50 member / \$50 non-member
Space Coast Symposium (August 22)	\$100 early bird member / \$125 early bird non-member \$125 member / \$125 non-member
Excellence in Business Awards & Board Installation (November 14)	\$85 member / \$100 non-member

Members of the Greater Palm Bay Chamber of Commerce include the City of Palm Bay, the City of West Melbourne, the Town of Malabar, and the Town of Grant-Valkaria. Membership for the City of Melbourne would cost as low as \$375/year and as high as \$1,500/year for a trustee membership with additional benefits.

LEAD Brevard

LEAD Before Hours (monthly / \$25 member rate / \$35 non-member rate): Keynote presentations that offer an opportunity for education development and networking all at the start of the day 7:45 AM to 9:30 AM.

LEAD on the Move (monthly / \$25 member rate / \$35 non-member rate): Offers unique opportunities to go behind the scenes and gain insider access to diverse industries and organizations driving Brevard's innovation and growth.

Brevard Insight (annually / \$600): A one-day community information experience for new residents and lifelong community members.

Board Governance Workshop (annually / \$150): Identify, recruit, and orient board members. Learn board roles and responsibilities. Develop an effective board structure. Learn the board's role in fundraising.

Membership levels start at \$110/year up to \$500/year. Membership benefits include discounted/exclusive access to member events, access to an online member portal, etc.

weVENTURE

Various events throughout the year, including virtual webinar trainings and in-person events. Signature events include:

Women Who Rock Awards Luncheon – March 25 (\$40 early bird / \$50 regular).

Wine, Women and Shoes – August 2 (\$250).

IMPACT Summit – October 2 (\$50).

Strong Coffee, Strong Women – quarterly events (up to \$25 per attendee).

Recommendation

Revise Council Policy #36 to add authorization for Council Members to attend events (in Brevard County) sponsored by the Palm Bay Chamber of Commerce, LEAD Brevard and weVENTURE and making a finding that attending events sponsored by these organization serve a valid public purpose as entities that create a forum for municipal education, legislative developments, economic opportunity incentives and collaborative efforts.

City of Melbourne



Mayor & City Council • City Clerk's Office
900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7220

MEMORANDUM

TO: Melbourne City Council Members

FROM: Marcus Smith, Melbourne City Council, District 1

DATE: 2/11/2025

SUBJECT: Proposed Additions to Melbourne City Council Policy Document #36a

Dear Council Members,

I am writing to formally request an amendment to Melbourne City Council Policy #36a to include additional organizations that serve a valid public purpose within our community. Given their substantial contributions to municipality engagement, civic engagement, business growth, and workforce development, I propose adding the following organizations to the policy:

1. **Palm Bay Chamber of Commerce** – This organization actively supports business growth and economic development in the region, fostering collaboration between businesses and community stakeholders.
2. **LEAD Brevard** – A premier leadership development organization that cultivates civic-minded professionals, strengthening the capacity of local leaders to address community challenges.
3. **Florida Tech Organizations (such as WeVenture)** – WeVenture, housed at Florida Tech, provides invaluable support to women entrepreneurs and small businesses, furthering economic development through mentorship, training, and business resources.

These organizations would be added in addition to the Space Coast League of Cities, Economic Development Commission, and the Melbourne Regional Chamber because they also provide alignment with the mission and goals of Melbourne's strategic initiatives. Their inclusion in Policy #36a would enhance partnerships that directly benefit our residents and businesses.

I respectfully request that the Council review and consider this proposed amendment at the next scheduled meeting. Please let me know if you require any additional information or supporting documentation.

Thank you for your time and attention to this matter.

Sincerely,

Council Member Marcus Smith

(321) 468-8399

Marcus.Smith@mlbfl.org

Consistent with City Code, the BEEB is directed to develop an environmental sustainability plan for city operations with a goal of achieving 100% clean energy by 2035.

Consistent with City Code, the BEEB will provide an assessment plan to track activities and implementation of the plan.

The BEEB will report on the progress of energy investments based on specific key performance indicators and communicate results to employees and City Council as appropriate.

The BEEB will continuously update efforts and plans.

36. Mayor and Council Travel and Per Diem Budget – (Adopted 11/26/2019)

- a. The Mayor and City Council hereby make a finding that attending events (in Brevard County) sponsored by the Space Coast League of Cities, Economic Development Commission, ~~and~~ Melbourne Regional Chamber, Greater Palm Bay Chamber of Commerce, LEAD Brevard, weVENTURE and CivMil serve a valid public purpose as entities that create a forum for municipal education, legislative developments, economic opportunity incentives, and collaborative efforts. Further authorization by the City Council is not required for Council Members to attend these events at the cost of the city, provided that the funding has been budgeted.
- b. If a Council Member wishes for the city to pay the cost to attend an event sponsored by any other organization, the City Council must approve the expenditure and make a finding that attendance at the event serves a valid public purpose.
- c. Generally, the city will not pay the cost for elected officials to attend events that are considered fund-raisers or where the purchase of a ticket is considered a donation to the nonprofit organization that is conducting the event. However, any member of City Council who wishes for the city to pay the cost to attend such an event may request, through either the City Manager or City Clerk, for the item to be placed on the next City Council agenda for approval and a finding that attendance at such event serves a valid public purpose.

37. **Apple Business Manager Program** – Resolution No. 3898 (1/14/2020) authorizes the city's participation in the program; authorizes the City Manager to execute documents relating to same; and authorizes City Manager to delegate execution of routine documents relating to the program to particular city employees, provided such delegation specifically identifies the scope of delegation, including the routine documents that may be executed, and designates the name and position of the employee with delegation authority.

38. **Golf Course Operations**: The City Manager is authorized to develop, modify and maintain a fee structure that allows for promotional, special and discount programs to enhance revenue generation at the Crane Creek and Harbor City golf courses. (6/9/2020; Item 20; reviewed with no changes 2/11/2025.)



**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	Engineering
Presenter:	James Ennis
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.24.

Subject:

Consideration of proposals for disposal of parcel abutting 1015 W.H. Jackson Street.

Background/Consideration:

This item is for City Council's consideration on whether to postpone action regarding the disposal of 0.08-acre City-owned parcel ID 28-37-11-FJ-3-5.01, which abuts 1015 W.H. Jackson Street and direction to City staff to continue negotiations.

As part of the City Manager's report to City Council on August 12, 2025, staff received consensus from City Council to proceed with disposal of the City-owned parcel. The Notice of Public Hearing for the City-owned parcel was advertised on August 24, 2025, with a 30-day submittal deadline of September 22, 2025. Additionally, the Notice of Public Hearing established that the disposition of the property would be brought back before City Council for a public hearing at the Regular Council Meeting scheduled for October 28, 2025.

Staff received one (1) proposal with an offer of \$1,000 for the City-owned parcel. However, the City has expressed additional interest in the privately-owned parcel located at 1015 W.H. Jackson Street, which needs to be addressed prior to the disposition of the City-owned parcel. Specifically, staff is proposing to negotiate with the property owner of 1015 W.H. Jackson Street for a drainage easement to preserve the existing historical drainage along the southern boundary of the privately-owned parcel as well as modifying or reserving easements within the privately-owned parcel to accommodate the existing public sidewalk along W.H. Jackson Street.

A task order to the City's survey consultant was issued on October 15, 2025, to perform a topographic survey to locate all drainage and sidewalk features within both the City-owned parcel and the privately-owned property located at 1015 W.H. Jackson Street, along with providing any legal descriptions necessary to accommodate City drainage and public sidewalk infrastructure. The final survey and legal descriptions are anticipated to be complete by November 21, 2025.

Staff is requesting to postpone this item until the December 9, 2025 regular Council meeting to allow time for continued negotiations.

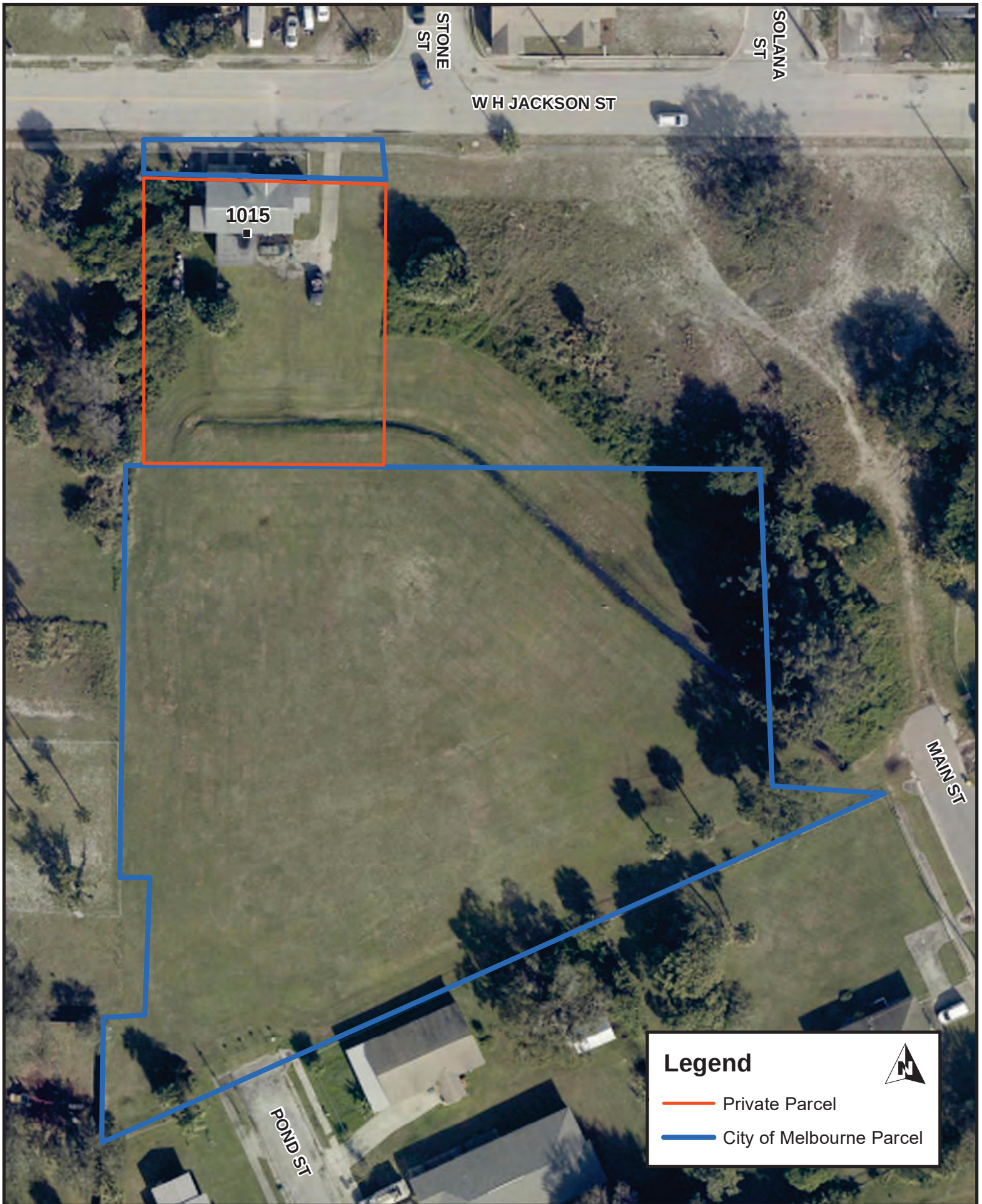
Fiscal/Budget Impact:

Future disposition of the property may provide future tax revenue.



Requested Action:

Postpone Council consideration of the proposal for disposition of 1015 WH Jackson to December 9, 2025, for City staff to continue negotiations with the interested party.





**Melbourne City Council
October 28, 2025
City Manager's Item Report**

Department:	City Clerk's Office
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.25.

Subject:

Appointment of four members to the Citizens' Advisory Board.

Background/Consideration:

The terms of Dale Haynes, Rhodie Humbert, and Tyrone Bryan will expire on November 11, 2025. All three (3) board members wish to be reappointed to the Citizens' Advisory Board. Additionally, there is one (1) regular member vacancy on this board; however, staff does not intend to move forward with an appointment to this vacancy at this time.

The Code does not require members to have a specific background to serve on this Board; however, members must be residents of the City and registered to vote. Applicants complete a supplemental application form, which enables City Council to ensure that persons of low to moderate income are adequately represented on the Board. This is not a City Code requirement, and City Council has the ability to appoint members that it feels are the best qualified. The current board is comprised of two (2) members "between low income and moderate income" and six (6) members "above moderate income."

Attached are applications from the current Board members seeking reappointment.

Fiscal/Budget Impact:

N/A

Requested Action:

Reappoint Dale Haynes, Rhodie Humbert and Tyrone Bryan.

Citizens' Advisory Board

MEMBER	CONTACT INFO	TERM
LaShawn Dillard (B) 325 E. University Boulevard, Apt. 146 Melbourne, FL 32901	(313) 405-3858 lashawnnov@yahoo.com	October 22, 2024 – November 11, 2027 Unexpired term plus 3-year term
Dale Haynes, Vice Chair (A) 3306 Meadowridge Drive Melbourne, FL 32901	(321) 984-5486 eladsenyah@gmail.com	November 12, 2022 – November 11, 2025 3-year term
Edward Hart (A) 1869 Wallace Avenue Melbourne, FL 32935	(407) 276-4848 edhart17@hotmail.com	November 12, 2024 – November 11, 2027 3-year term
David Walker (A) 1915 Irene Summerford Way Melbourne, FL 32935	(321) 298-2860 dwalker724@yahoo.com	November 12, 2023 – November 11, 2026 3-year term
Shawn Allred Middleton (A) 469 Magnolia Avenue Melbourne, FL 32935	(321) 343-9644 allred4d2@gmail.com	November 12, 2024 – November 11, 2027 3-year term
E. Rhodie Humbert (A) 1210 Sun Circle W. Melbourne, FL 32935	(321) 242-8833 rhodiehumbert@aol.com	November 12, 2022 – November 11, 2025 3-year term
Joseph McNeil, Jr., Chair (B) 804 Poplar Lane Melbourne, FL 32901	(321) 961-0456 jmcneil9853@gmail.com	November 12, 2024 – November 11, 2027 3-year term
<u>Alternate Members</u>		
Vacant		November 11, 2025 Unexpired 3-year term
Tyrone Nicholas Bryan (A) 3151 South Babcock Street, Unit 116 Melbourne, FL 32901	(509) 730-6228 (321) 479-6777 intrinsic7solutions@gmail.com	March 25, 2025 – November 11, 2025 Unexpired 3-year term

Housing and Urban Improvement Manager

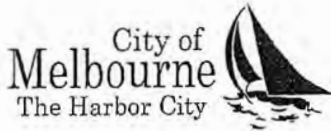
Abby Johnson
(321) 608-7530
abby.johnson@mlbfl.org

Recording Secretary

Tiffany Spence
(321) 608-7530
tiffany.spence@mlbfl.org

RECEIVED

JAN 24 2025



VOLUNTEER BOARD MEMBER APPLICATION

Office of City Clerk
Melbourne, Florida

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: Tyrone Nicholas Bryan

Applicant Address: 3151 South Babcock Street Unit 116
Address
Melbourne Florida 32901
City State Zip Code

Telephone Number: 509-730-6228 E-mail: intrinsic7solutions@gmail.com
(Area Code)

Business Address: Same as above
Address
City State Zip Code

Telephone Number: 321-479-6777
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 306

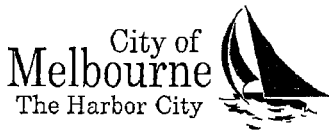
Verified by City Clerk Staff (Initials): 

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☒	Affordable Housing Advisory Committee* <i>*Check qualifications on Page 2</i>	☐	Golf Courses Advisory Board ¹	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☒	Citizens' Advisory Board ¹	☐	Library Board	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☐	Code Enforcement Board ²	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Economic Enhancement District Advisory Committee	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	
☐	General Employees' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority		



VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
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Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☒ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☒ One resident of Melbourne
- ☒ Citizen who currently represents employers within Melbourne
- ☒ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

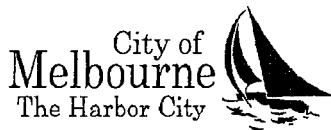
Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I do not serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.



VOLUNTEER BOARD MEMBER APPLICATION

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CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

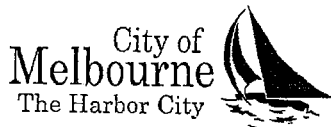
- Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.

- ☒ I am not employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
 - Police Officers' Retirement Trust Fund Board of Trustees
 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.



VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
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APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature:

Lynne Bynum

Date:

1-24-2025

TYRONE N. BRYAN

Phone: (509) 730-6228

Email: intrinsic7solutions@gmail.com

SUMMARY

A seasoned behavioral healthcare administrator with extensive experience in leading behavioral health initiatives across diverse settings, including community health centers, a county health department, and specialized acute care management. As the former interim Child and Adolescent Administrator at Guam Behavioral Health and Wellness Center, I managed comprehensive mental health programs, overseeing staff development, policy implementation, and compliance with healthcare regulations to enhance service delivery. At Comprehensive Healthcare in Walla Walla, as Director, I was instrumental in strategic planning, quality assurance, and community outreach, fostering partnerships that significantly expanded service access and improved patient outcomes. My role as Behavioral Health Manager at Klickitat County Behavioral Health involved directing operational activities, overseeing the crisis team, budget management, and program evaluation, ensuring high-quality, culturally competent care and fostering sustainable relationships with area hospitals and community-based organizations.

EDUCATION

MS	Nova Southeastern University, Davie, Florida Master of Science in Mental Health Counseling	May 2016
BA	Walla Walla University, College Place, Washington State Baccalaureate in Theology Minored in Near Eastern Languages	June 2004

CREDENTIALS & CERTIFICATES

LMHCA

Licensed Mental Health Counselor Associate

Florida exam scheduled for 02/13/2025

LMFTA

Licensed Marriage and Family Therapy Associate

LMSW

Licensed Master of Social Work E-004 (Guam, USA)

Rational Emotive Behavioral Therapy Practitioner (REBT)

Primary certificate No. 15422

Adult Mental Health First Aid Trainer

Certified Crisis Intervention Specialist II

Question, Persuade, Treat & Refer (QPR)

Suicide Prevention, Safety Planning, and Risk Assessment

& Management Trainer

ProACT Trainer

Professional Assault Crisis Trainer

EMPLOYMENT EXPERIENCE

Intrinsic Behavioral Health Solutions LLC (IBHS), Melbourne, FL October 2024 to Present
Founder and Chief Behavioral Health Consultant

CONSULTATION RESPONSIBILITIES

- IBHS builds strategic relationships with community organizations, hospitals, behavioral health facilities, law enforcement, and managed care entities to facilitate seamless navigation through Central Florida's behavioral health landscape.
- IBHS addresses fragmentation within Central Florida's behavioral health sector by offering analysis and cost-effective solutions that promote collaboration and a systemic approach to care.
- IBHS offers specialized consultation on compliance, systems change management, performance improvement, and workforce development in the behavioral health field.
- IBHS empowers healthcare providers to enhance their service offerings by developing and refining quality preventive strategies and risk monitoring tools for behavioral health.
- IBHS delivers professional development courses focused on increasing awareness and providing training in essential behavioral health services.
- IBHS provides expert consultation for quantitative behavioral health crisis management, including program implementation, improvement, staff development, and crisis intercept mapping.

Klickitat County Behavioral Health (KCBH), Goldendale, WA Sept. 2023 to July 2024
Behavioral Health Program Manager

Corporate Compliance and Quality Improvement

- Functioned as the compliance officer for KCBH by leading and completing audit reviews to demonstrate KCBH's adherence to quality improvement and the corporate compliance standards outlined by the Department of Health and Carelon.
- Partnered with the Department of Health for the state audit to obtain full agency license as a Behavioral Health state-approved entity.
- Oversaw the audit review process and successfully completed the corrective action plan concerning the County's Crisis program, Substance Abuse, Mental Health Block grants, and the Criminal Justice Treatment Account (CJTA) as outlined by Carelon, the Behavioral Health Administrative Service Organization (BH-ASO).

Community Engagement

- Designed collaborative agreements and a rural integrated behavioral health care model with two local hospitals (Klickitat Valley Health and Skyline Hospital), the Klickitat County school district, and the Klickitat County Jail.
- Coordinated resources and cooperation on a monthly basis with the directors of WA state's 988 program and the Crisis professional/regional line to ensure protocols are streamlined,

staff schedules are updated, workflows are improved to meet changes, and to create opportunities where the local community understands the crisis continuum of care.

- Approved cooperative agreements with the community prevention coalition group to ensure individuals seen in crisis can benefit from community events and general prevention services.

Staff Development

- Authorized and conducted training for staff to obtain their workplace violence prevention certification.
- Oversaw the Relias Staff Training Plan to ensure all staff complete the required training requirements per Department of Health standards and the Washington Administrative Codes (WAC).

Management

- Provided individual and group supervision to all full-time and contract staff.
- Conducted interviews of candidates and collaborated with the Director of Public Health to select candidates for open positions.
- Conferred with the department head of Human Resources to draft and revise behavioral health department positions.
- Attended weekly strategic planning meetings with the Director of Public Health and the Board of Commissioner Vice Chairman to address the short- and long-term goals outlined in the organization's strategic plan.

Community Outreach

- Consulted with law enforcement and other stakeholders concerning individuals who are high utilizers of crisis services to devise sustainable treatment plans.
- Provided monthly and quarterly updates concerning the behavioral health program to the Board of County Commissioners.

Program Development

- Drafted memos and advised the Public Health Director concerning the department's behavioral health program development.
- Structured and started the substance use disorder program along with SUD full-time staff on July 1, 2024.
- Created policies and procedures to address state legislative requirements, federal disclosure requirements, and local county records request requirements.

Reporting and Compliance

- Conducted monthly, quarterly, and annual reports concerning programs and services, producing reports for the state and BH-ASO entities.
- Engaged in monthly and quarterly reporting meetings with Carelon (the regional managed care organization) concerning the crisis response program.
- Provided quarterly written progress reports and presented program updates monthly and quarterly to the Washington Health Care Authority and Carelon BH-ASO concerning staffing patterns, use of funds, strategic plans, the implementation of new WAC, and the Revised Code of Washington (RCW).

Crisis Management

- Oversaw the crisis services for Klickitat County, coordinated involuntary and voluntary hospitalization requests with other nearby counties with limited internal crisis response.

- Met quarterly with hospital partners to conduct utilization reviews of challenging cases where individuals frequented the crisis program and were eligible for referral to their managing care organization.
- Conducted crisis evaluations, processed involuntary and voluntary hospitalizations, and approved transportation authorization as the designated crisis responder for the county.

Budgetary Oversight

- Worked in tandem with the Public Health Director concerning the department's budget.
- Constructed the preliminary budget for review to submit to the managing entities seeking to secure a contract agreement with the behavioral health department.

Communication

- Provided critical weekly updates for staff via the department's newsletter.
- Was available on call 24/7 to assist staff with administrative support when on crisis duties.

Comprehensive Healthcare (CHC), Yakima, WA
Director at Walla Walla Center

Dec. 2021 to June 2023

Leadership and Oversight

- Provided operational and clinical oversight to approximately seventy employees.
- Managed the medication management team that comprised the psychiatric mental health nurse practitioner, two registered nurses, and a care coordinator.
- Managed two outpatient teams (adult and youth), an intensive youth wraparound team, a housing and recovery team, a residential and stabilization facility, an acute care/mobile crisis team, a law diversion team (L.E.A.D), a medical services team, and support staff.

Staff Development and Training

- Conducted internal and external training for staff development. Provided oversight of employees, structured training plan to link to their performance development.
- Appointed supervisors to oversee key housing program initiatives and to oversee the residential and inpatient program.
- Proctored training and offered certified courses for staff members in the approved professional crisis management strategies and workplace violence prevention.

Clinical and Program Management

- Co-facilitated quarterly multidisciplinary treatment team meetings to review cases for individuals who will need assertive community treatment to address their serious and persistent mental health challenges.
- Implemented the Certified Community Behavioral Health Clinic (CCBHC) Planning Federal Grant. Worked closely with the project director to organize the deliverables for the grant. Provided technical assistance to recruit staff: crisis case manager, care coordinator, and community health worker.
- Conducted planning sessions, trained staff to adopt the new program outcomes. Worked in tandem along with the consulting group National Council of Mental Wellbeing and MTM services to structure the CCBHC model to accomplish the agency's goals.
- Coordinated the recruitment of potential candidates for the Advisory council. Conducted weekly meetings to familiarize staff with the directives in the CCBHC criteria. Constructed collaborative and care coordination agreements with other community entities.
- Completed the required mid-year report to demonstrate compliance with the directives outlined in the grant. Demonstrated and successfully completed six out of the nine required

CCBHC criteria. Carried out the required training for staff across the agency to utilize the prescribed level of care assessment tool.

Community Engagement and Outreach

- Coordinated community outreach and suicide prevention stakeholders' meetings with the aim of helping them better understand the Federal government implementation and the use of the 988 Crisis hotline.
- Organized the adoption of the crisis program in Dayton, Columbia County, a rural area in Eastern Washington State. Worked in tandem with the county commissioner, sheriffs' office, prosecutor's office, and the county hospital to develop the workflow to best utilize said crisis service.
- Oversaw the Walla Walla County Crisis team's engagement with three law enforcement agencies and other behavioral health providers.
- Helped to organize and implement mobile health interventions in conjunction with the University of Washington for individuals with schizoid-type disorders and bipolar disorders.

Strategic Planning and Collaboration

- Collaborated with the Chief Strategic and Innovation Officer and the CEO concerning strategic planning and addressing strategic goals with local community partners.
- Consulted with the Chief Operating Officer to amend and renew collaborative agreements and contracts with community partners.
- Participated in the formation of the Crisis Intercept Mapping strategy planning sessions with the Walla Walla County officials and the Substance Abuse and Mental Health Services Administration representatives.
- Represented the strategic interests of CHC to the Chamber of Commerce and served as the behavioral health expert on the board.

Financial and Compliance Management

- Responsible for drafting and submitting the fiscal year budget to the Chief Financial Officer and immediate supervisor (Chief Clinical Officer).
- Participated in High-Risk Reviews concerning critical incidents and sentinel incidents.
- Participated in routine audits organized by Washington State's Department of Health, the Healthcare Authority of Washington State, HUD, and WA State Commerce.

Guam Behavior Health and Wellness Center, Guam, USA Dec. 2020 to Oct. 2021
Interim Child and Adolescent Services Division Administrator (GBHWC)

General Responsibilities

- Carried out all responsibilities and roles as set forth by GBHWC Child-Adolescent Services Division/ I' Famagu'on-ta (CASD).

Administrative Oversight

- Oversaw the signing of contracts, timesheets, leave requests, and incident reports.
- Detailed to report to the Director and Deputy concerning all administrative programs and activities at CASD.

Grant Management

- Detailed to review grant applications, pursue qualified grants, and attend in-service training meetings.

- Compiled reports and data concerning services analysis, assessments, and clients served on account of SAMHSA's Mental Health Block grant deliverables.

Policy and Compliance

- Functioned as a policy approval committee member by ensuring all department policies were reviewed and approved according to CARF standards and government policies.
- Detailed to work with the quality improvement staff and supervisor to prepare for the CARF accreditation process concerning CASD's therapeutic (step-down) group home—Serenity.

Staff Supervision

- Detailed to provide ongoing supervision to support staff, clinical staff, and group home staff as well.
- Provided supervision for staff at CASD's therapeutic (step-down) group home, Serenity. Oversaw the admission, ongoing supervision, and discharge process for all youth clients.

Clinical Collaboration and Oversight

- Collaborated with the medical committee to review individuals about to be discharged, to review petitions for extension of stay for minors, and to review discharge plans of complex cases with a psychiatrist to ensure adherence to agency policies and accreditation standards.
- Conducted case presentations/reviews to determine the appropriate treatment planning outcomes.

Program Development and Improvement

- Detailed to work with other program supervisors to plan and improve upon treatment services to consumers.
- Served on review board concerning various requests for proposals (RFP) opportunities.

Independent Decision Making

- Detailed to operate independently to make decisions concerning CASD's staffing patterns and program guidelines.

Budgetary and Performance Management

- Responsible for budgetary concerns at CASD to assess staff development, staff performance, and adherence to consumer best practice.
- Detailed to construct reports to demonstrate the effectiveness of the treatment groups and the clinical services for CASD.

Contract Negotiations

- Assisted the deputy director and director of GBHWC finalizing contract negotiations with therapeutic Group homes.

Guam Behavior Health and Wellness Center, Guam, USA
Psychiatric Social Worker I

Nov. 2017 to Dec. 2020

Clinical Collaboration

- Conferred with medical staff/nurses, psychiatrists, psychiatric technicians concerning specific cases.

Intake and Screening

- Performed clinical intake interviews and screening responsibilities to ensure that clients are guided properly through the informed consent process.

Military Family Coordination

- Worked in conjunction with Naval Base Guam and Andersen Air Force Base Family Advocacy program to help coordinate care for military families.

Crisis Intervention and Safety Planning

- Helped youths and families construct safety plans to address crisis concerns, to adhere to personal safety practices and procedures, and to connect families with both natural and professional support.
- Performed crisis counseling for individuals.
- Performed crisis assessments for individuals experiencing chronic distress.

Community Education

- Conducted mental health awareness seminars in high schools.

System of Care Coordination

- Coordinated with other partners (Dept. of Youth Affairs (Juvenile Justice equivalent), Dept. of Education, Dept. of Public Health, Guam Police Dept., The Office of the Attorney General, the Judiciary of Guam, Child Protective Services, and Community-Based Providers) within the system of care to ensure that service is efficient, strength-based, and the least restrictive.

Wraparound Services

- Facilitated wraparound meetings with other service providers in mutual purpose with families and youths at the center of the process.

Psychoeducation and Support Services

- Provided psychoeducational opportunities for families hoping to learn about the efficacy of improving their family dynamics, medication management, and to seek housing, temporary shelter, and crisis intervention.

Documentation

- Constructed progress notes to document the trajectory of treatment.

Treatment Planning

- Facilitated treatment planning with the active participation of the clients and their family.

Legal and Regulatory Compliance

- Interpreted and applied applicable laws, regulations, and program guidelines in conjunction with the treatment and clients' participation.

PROFESSIONAL/EDUCATIONAL/COMMUNITY AFFILIATIONS

Brevard Association of Human Services, Brevard County, Florida, USA

Member as of November 2024

Walla Walla Valley Chamber of Commerce, Walla Walla, Washington State, USA

Former Board Member January 2023 – May 2024

Rotary International, Walla Walla, Washington State, USA

Rotarian member from August 2022

Rotary International, Ocho Rios, Jamaica

Former Advisor

Guam Korean Chamber of Commerce, Tamuning, Guam

Former member 2021

Youth Enhancement Supports Inc., Hagatna, Guam
Former Vice President 2021

CITIZENS' ADVISORY BOARD – SUPPLEMENTAL APPLICATION

In its efforts to involve citizens on a continuous basis in the City's Community Development Block Grant (CDBG) Program, the city created the Citizens' Advisory Board as a permanent mechanism to provide residents an opportunity to influence decision-making for the HUD-assisted projects. The city hopes to achieve maximum citizen participation for the CDBG Program through the Board's continuing involvement in planning, monitoring and evaluations.

Because the CDBG Program was established for the benefit of low- and moderate-income persons, the City wants to ensure that persons of low to moderate income are adequately represented on the Board. For this reason, all applicants for appointment to the Board are asked to complete this Supplemental Application Form.

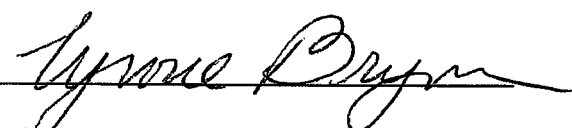
Check the boxes that represent your situation.

Income Table								
Income Level (per year)	Number of Persons in Family							
	1	2	3	4	5	6	7	8
Very Low Income	\$18,100	\$20,650	\$23,250	\$25,800	\$27,900	\$29,950	\$32,000	\$34,100
Low Income	\$30,100	\$34,400	\$38,700	\$43,000	\$46,450	\$49,900	\$53,350	\$56,800
Moderate Income	\$48,150	\$55,000	\$61,900	\$68,750	\$74,250	\$79,750	\$85,250	\$90,750

After reviewing the above table, my family income would be classified as:

☐	Very Low Income or Less
☐	Low Income
☒	Moderate Income
☐	Above Moderate Income

Applicant Name: TYRONE BRYAN

Applicant Signature: 

Date: 2/27/2025



VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

RECEIVED

AUG 29 2024

Applicant Name: DALE HAYNES

Applicant Address: 3306 MEADOWRIDGE DRIVE
Address
MELBOURNE FL 32901
City State Zip Code

Telephone Number: (321) 984-5486 E-mail: eladsenyah@gmail.com
(Area Code)

Business Address: 625 ATLANTIS ROAD
Address
MELBOURNE FL 32904
City State Zip Code

Telephone Number: (321) 729-3408
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 310

Verified by City Clerk Staff (Initials):

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* *Check qualifications on Page 2	☐	Golf Courses Advisory Board ¹	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☒	Citizens' Advisory Board ¹	☐	Library Board	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☐	Code Enforcement Board ²	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Economic Enhancement District Advisory Committee	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	
☐	General Employees' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority		

VOLUNTEER BOARD MEMBER APPLICATION

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.

☒ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➤ **Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

- ☒ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.
- ☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

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FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
 - Code Enforcement Board
 - Firefighters' Pension Plan Board of Trustees
 - General Employees' Pension Plan Board of Trustees
 - Historic and Architectural Review Board
 - Planning and Zoning Board
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 - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

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- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at <https://melbournefl.portal.civicclerk.com/>.
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 - General policies that apply to all boards.
 - Attendance requirements.
 - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
 - Review of the duties and scope of the board, including current items/projects being considered.
 - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature:  Date: 8-29-2024

CITIZENS' ADVISORY BOARD – SUPPLEMENTAL APPLICATION

In its efforts to involve citizens on a continuous basis in the City's Community Development Block Grant (CDBG) Program, the city created the Citizens' Advisory Board as a permanent mechanism to provide residents an opportunity to influence decision-making for the HUD-assisted projects. The city hopes to achieve maximum citizen participation for the CDBG Program through the Board's continuing involvement in planning, monitoring and evaluations.

Because the CDBG Program was established for the benefit of low- and moderate-income persons, the City wants to ensure that persons of low to moderate income are adequately represented on the Board. For this reason, all applicants for appointment to the Board are asked to complete this Supplemental Application Form.

Check the boxes that represent your situation.

Income Table								
Income Level (per year)	Number of Persons in Family							
	1	2	3	4	5	6	7	8
Very Low Income	\$18,100	\$20,650	\$23,250	\$25,800	\$27,900	\$29,950	\$32,000	\$34,100
Low Income	\$30,100	\$34,400	\$38,700	\$43,000	\$46,450	\$49,900	\$53,350	\$56,800
Moderate Income	\$48,150	\$55,000	\$61,900	\$68,750	\$74,250	\$79,750	\$85,250	\$90,750

After reviewing the above table, my family income would be classified as:

☐	Very Low Income or Less
☐	Low Income
☒	Moderate Income
☐	Above Moderate Income

Applicant Name: Dale Haynes

Applicant Signature: 

Date: 10-17-2025

DALE HAYNES

3306 Meadowridge Drive • Melbourne, FL 32901
321-984-5486 (Home) • 321-750-6453 (Cell)
eladsenyah@gmail.com

OBJECTIVE REAPPOINTMENT TO CITIZEN'S ADVISORY BOARD

Current Vice-Chair of Melbourne Citizen's Advisory Board

EDUCATION

Pembroke High School, Hampton, Va.

Graduation Date: June 1971

Brevard Community College, Melbourne, FL

Graduation Date: May 1985

Emory University, Candler School of Theology Course of Study

Graduation Date: June 2022

WORK EXPERIENCE

Harris Composition

1973- 1976

USAF

1976-1988

L3Harris Technologies

1989 – Present

Pastor, Scott Chapel United Methodist Church

1991 - Present

INTERESTS / ACTIVITIES

- Pickle Ball
- Fishing
- Music

JUN 23 2025

Office of City Clerk
Melbourne, Florida

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: ELMER RHODIE HUMBERT

Applicant Address: 1210 SUN CIRCLE WEST
Address
MELBOURNE FL 32935
City State Zip Code

Telephone Number: 321-412-2887 E-mail: RHODIE HUMBERT @ AOL.COM
(Area Code)

Business Address: N/A
Address
City State Zip Code

Telephone Number: _____
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 502

Verified by City Clerk Staff (Initials): SS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	Affordable Housing Advisory Committee* <i>*Check qualifications on Page 2</i>	☐	Golf Courses Advisory Board ¹	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Energy Efficiency Board	☐	Historic and Architectural Review Board ²	☐	Planning and Zoning Board ²
☒	Citizens' Advisory Board ¹	☐	Library Board	☐	Police Officers' Retirement Trust Fund Board of Trustees ²
☐	Code Enforcement Board ²	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Zoning Board of Adjustment ²
☐	Firefighters' Pension Plan Board of Trustees ²	☐	Melbourne Economic Enhancement District Advisory Committee	¹ Supplemental application required. ² Members are subject to financial disclosure requirements.	
☐	General Employees' Pension Plan Board of Trustees ²	☐	Melbourne Housing Authority		

VOLUNTEER BOARD MEMBER APPLICATION

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Applicant Signature:

Elma R. Rodi-Harbert

Date:

June 21, 2025

CITIZENS' ADVISORY BOARD – SUPPLEMENTAL APPLICATION

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☒	Above Moderate Income

Applicant Name: Dr. Eimen Rhodie Humbert

Applicant Signature: Dr. Eimen Rhodie Humbert

Date: 12/2/24

E. RHODIE HUMBERT

1210 Sun Circle West
Melbourne, Florida 32935
C: 321-412-2887

(1718 Macktown Road)
(Sylva, North Carolina, 28779)
(828-586-3367)

rhodiehumbert@aol.com

QUALIFICATION SUMMARY

Program Manager Professional with over 25 years of extensive experience working in the Defense Industry. Demonstrated success in product development and manufacturability, customer interface, product demonstrations, training and depot operations, proposal preparation, contract negotiations, and lean initiatives. Strong leadership and interpersonal skills with the proven ability to manage processes, in addition to developing and maintaining customer relationships. Managed the performance of CONUS and OCONUS high risk sub-contractors. Particularly effective in managing functional teams and factory resources to manufacture and deliver products that exceed customer specifications and schedule expectations as well as achieving corporate financial objectives.

KNOWLEDGE & SKILLS INVENTORY

- Project/program management including profit and loss responsibility, process design and improvement, change management, cost control, scheduling, risk management, field support, depot operations and logistical support.
- New Business Development/Capture Manager: managed large development programs, developed proposals, pricing schedules, budgets, marketing materials, non-compete agreements, and statement of work documents. Strategic planning and market research work that includes technology evaluations, licensing and acquisition.
- Excellent communication skills including written, oral and interpersonal. Extensive experience delivering senior level presentations.
- Strong leadership skills with the proven ability to develop, train, coach and motivate a team of direct or indirect reports.
- Exceptional analytical skills with experience in the analysis of highly complex data from multiple sources. Proven problem-solving and decision-making skills.
- Able to negotiate & influence decisions as an independent contributor or in a team leadership capacity.
- Working knowledge of commercial contracting and Generally Accepted Accounting Principles, FAR and CAS. Possess a strong background working with multiple contract types: Firm Fixed Price (FFP), Fixed Price Incentive (FPI), Fixed Price Level of Effort (FPLOE), Time and Materials (T&M), Cost Plus Award Fee (CPAF), Cost Plus Fixed Fee (CPFF), and hybrid contracts.

PROFESSIONAL CARRER HISTORY

Florida Institute of Technology, Melbourne, Florida

2014 to Current

Adjunct Instructor School of Business Teaching BUS 4501 Production/Operations Management

- BUS 4501 introduces current theory and practice in production and operations management.
- This course includes forecasting, quality, product/service design, work methods, facility layout and location, scheduling, inventory management and current methods of material and resource planning.
- Principles are applied to both manufacturing and service business environments and define how the business *executes* its daily and long range plans.
- The topics covered are both strategic and practical in nature and provide a sound foundation in Production/Operations Management that is essential for any individual pursuing a career in business.
- These theories and applications can be applied to every business endeavor.
- With a basic working knowledge of Production Operations, a new entrant to the field of business will be able to quickly contribute to his/her employer's success.

**Smart Sky Networks, Raleigh, NC,
Consultant**

March 2017 to April 2017

- Performed Electronic Equipment research, serial number identification, location, and tagging

Retired**2011 to 2014****IAP Worldwide Services, Cape Canaveral, Florida****2006 to 2011**

Senior Proposal Manager with full responsibility and authority for large and complex government proposals and bid preparations.

- Prime customer and competitor interface for the Company at bidders' conferences, site visits, and project tours. Prepare trip reports and debrief proposal team on information and intelligence gathered.
- Organize complete proposal schedule for the initial submission, follow-on orals presentations, questions and answers discussions, amendments or change pages, modifications, and Best and Final Offers (BAFOs), sometimes encompassing work for an entire year or more. Implement target acquisition plans and schedules for follow-on government marketing efforts until the target is captured.
- Translate Capture Plan intelligence, data, and information into themes, discriminators, bidding strategies, performance and cost innovations for the entire Proposal Team's use in text, graphics, oral presentations, video tapes, estimating, staffing, organizational structures, outsourcing, subcontracting, or lease/purchase cost analyses for the proposal/bid effort. Review and approve recommendations submitted by other proposal team members.
- Lead strategy development sessions that typically include senior executives/Vice-Presidents/Directors/Managers. This includes 'Blue Team' reviews for the complete bid effort whether strictly within the Company Headquarters, project rebid-locations, or as assigned to bid efforts representing the Company at other Company partner or prime's facilities.
- Coordinate Corporate staff assistance needed to complete the bid with inputs, data, text, or writing support from HR, IT, Finance, Safety, Security, Internal Audit, Service Center, or other staff functions as needed.
- Ensure accuracy and adequacy of final work product, including in-process and final reviews, editing for compliance with applicable standards, validation and change verification, and Company Style Manual. Ensure that there are no inconsistencies between cost and technical volumes. Comply with the Corporate Estimating and Proposal Manuals.
- Manage Proposal and 'Win' teams providing training, guidance, instructions, motivation, and assignments to assigned staff writers, project personnel, consultants, or Subject Matter Experts. Operate with full authority from senior management representing the company finalizing any remaining negotiations with teaming partners, subcontractors, or equity owners in concert with or as follow-on to the Business Development Manager.
- Lead oral presentation preparations including preparing and reviewing visual aids and rehearsal.
- Lead post-proposal efforts such as negotiations with the customer regarding what was in the RFP / bid, interface with the DCAA auditor to compare technical vs. cost volumes, and conducting phase-in briefings.

HARRIS CORPORATION, Melbourne, Florida**1979 - 2006****Senior Program Manager for Navy and Army Satellite Communication Systems****(1999-2006)**

Managed functional teams in product development and worked closely with Business Development to obtain product line growth.

- Managed multiple contracts and customers for the Army and Classified Program business areas and most recently led the proposal team for a \$150M classified customer pursuit. The team's effort was recognized by the customer as being innovative and is now being considered in the down select process.
- Worked closely with Business Development to coordinate and prioritize new business development efforts for all customers. Positioned the company for a significant role as Prime and/or major subcontractor for multiple pursuits through our existing customer and contractor base by briefing Harris technical capability.
- Initiated Customer Demonstrations and Technical briefings, which significantly improved customer intimacy and positioned the company for future business in new customer areas.

- Managed multiple technology studies with NRL, DARPA, DISA and ROME Labs in addition to Army training contracts with Lockheed Martin involving the National and Joint Training Centers.

HARRIS CORPORATION (continued)

- Developed strategic alliances with sub-contractors which expanded Product Line Business.
- Achieved combined Product Line orders (134%), sales (104%) and profit (105%) against plan. Mentored several Program Managers in addition to being a member of the company's LEAN Enterprise Steering Committee.
- Served as Program Manager for all Navy Satellite Shipboard Programs with SPAWAR including the development of new technology systems and major ECP development which created a larger market share.
- Served as Capture Manager for a new customer and won a sole source Training and Depot Operations contract with NAVICP to support Naval Fleet operations.
- Instrumental in coordinating the development of state-of-the-art technology studies which supported product line future growth and expanded market share.
- Led a team of 28 people in the development of a \$35M major communications system including the insertion of major technology upgrades into existing equipment in addition to resolving legacy system obsolescence.
- Managed several high technology studies for multiple customers

Program Manager, Classified Programs, Navy and Army Communication Systems

(1988-1999)

Managed multiple communication programs and development technology studies.

- Worked closely with Business Development to coordinate and prioritize Navy business development efforts and successfully identify and qualify new business opportunities.
- Used intimate knowledge of "proprietary" technologies and programs that was helpful in supporting the evolving win strategy for Ship Signal Exploitation Equipment (SSEE), a \$300M DoD classified pursuit.
- Secured a role for the company on the Lockheed-Martin LCS Team as part of the Communication IPT. This led to customer discussions in which the team developed a Proof-of-Concept Demonstration between the company's products and the customers Communication Systems.
- Established a CDL System Specification Support Study in which we led two other defense contractors in the development of the next generation CDL Standard. Orders, Sales and Profit objectives were achieved and profit was exceeded by more than three times the objective.

PREVIOUS EXPERIENCE

(1979-1988)

- Program Manager for the Production, GFP Control, Spares and ILS activities on the AN/GSC-49, Jam-Resistant Secure Communication, (JRSC), Strategic Terminals. In 1984 awarded total program responsibility, which also included the development of Training Programs, ECP Changes, Site Installations, resolving Customer Support issues and maintaining all Depot related operations.
- Manufacturing Engineer for commercial programs and initiated manufacturing cost proposals and manpower planning. Personally developed new production methodology and converted manual operations to a high-volume assembly line.

EDUCATION & TRAINING

- PhD. in BA, (Business in a Global Economy), University of Phoenix on-line, All But Dissertation (ABD) completed
- MBA, Florida Institute of Technology, Melbourne, FL
- Defense Systems Management College, six-month Program Management Course
- BS Administrative Sciences, Southern Illinois University, Carbondale, IL
- Attended numerous company sponsored training courses and outside seminars on Program Management, Leadership, Teamwork and Organizational skills in addition to Human Resource informational updates.

AWARDS

- Program Management Production Award 2001
- Program Management Special Division Award 1998

- Program Management Phoenix Award 1987

Citizens' Advisory Board 12-Month Rolling Attendance

Current Members	12/1/2025	5/5/2025	4/14/2025	4/7/2025	1/6/2025
	Next Meeting		No Quorum		
Joseph McNeil		Present	Present	Present	Present
Rev. Dale Haynes		Present	Present	Unexcused	Unexcused
E. Rhodie Humbert		Excused	Excused	Excused	Present
Edward Hart		Present	Present	Present	Present
David Walker		Present	Excused	Excused	Excused
Shawn Allred Middleton		Present	Excused	Excused	Present
LaShawn Dillard		Present	Present	Present	Present
Tyrone Bryan		Present	N/A	N/A	N/A

Past Members					
Ancuta Margondai - Resigned 10/2024	N/A	N/A	N/A	N/A	N/A
Andrew Vernon - Resigned 4/25/2024	N/A	N/A	N/A	N/A	N/A
Karel Cardona - Removed 9/2025 No Show/Response	N/A	Unexcused	Unexcused	Unexcused	Unexcused

** Purple font indicated member arrived late**

** Red font indicated member absence is unexcused**

** Blue font indicated member absence is excused**