City of Melbourne, Florida
City Council Agenda

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

November 25, 2025, 6:30 PM

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

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

A. OPENING

1. **Invocation** - Rev. David Young, St. Paul Lutheran Church
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
   a. Presentation of Volunteer Milestone of Service Award - James Teele, Code Enforcement Board, 20 Years of Service
   b. Presentation of Volunteer Milestone of Service Award - Charles Jackson, Zoning Board of Adjustment, 50 Years of Service
5. **Approval of Minutes** - November 13, 2025 Workshop Meeting and Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-51:** (Second Reading/Public Hearing) An ordinance amending Chapter 52 of the City Code, entitled "Streets, Sidewalks and Other Public Places"; amending Section 52-6, "Procedure to initiate street, facility or park name changes; application fee"; providing for revised procedures for street renaming and adding procedure for honorary street naming. (Applicant - Melbourne City Council)

C. NEW BUSINESS

9. Pineda Causeway Booster Pump Station Chemical Storage and Feed Improvements, Project No. 31023.

    a. Contract award for the Pineda Causeway Booster Pump Station Chemical Storage and Feed Improvements, Project No. 31023, L7 Construction, Inc., Longwood, FL - $1,423,700.

    b. Task Order No. CDM 04 to the Continuing Services Contract for Professional Consulting Services for Services During Construction for the Pineda Booster Pump Station Storage Chemical and Feed Improvements, Project No. 31023, CDM Smith, Inc., Maitland, FL - $135,195.

10. **CONSENT AGENDA:**

    a. Continuing Contract for Professional Engineering Services for Infrastructure Services, AtkinsRéalis USA, Inc., Melbourne, FL.

    b. Continuing Contract for Professional Engineering Services for Site/Civil Services, Kimley-Horn and Associates, Inc., Melbourne, FL.

    c. Continuing Contract for Professional Engineering Services for Utilities Services, Wade Trim, Inc., Palm Bay, FL.

    d. Continuing Contract for Professional Engineering Services for Utilities Services, Infrastructure Engineering Group, Inc., Indian Harbour Beach, FL.

    e. Increase to existing blanket purchase orders by $55,000 each for Crane Creek Reserve Golf Course and Harbor City Golf Course for chemicals and fertilizers, SiteOne Landscape Supply, LLC, Palm Bay, FL - total increase of $110,000.

    f. Increase to existing blanket purchase orders by $55,000 each for Crane Creek Reserve Golf Course and Harbor City Golf Course for chemicals and fertilizers, Howard Fertilizer and Chemical Co, Inc., Dallas, TX - total increase of $110,000.

    g. Purchase of two (2) replacement sand pumps for the Water Production Division, Carter VerPlanck, Tampa, FL - estimated cost of $77,920.

    h. Purchase of a high service pump for the Water Production Division, Barney's Pumps Inc., Lakeland, FL - estimated cost of $94,601.

i. Contract award for security guard services for the Water Production Division, Security Operations & Solutions, Inc., Cocoa, FL - estimated annual cost of $227,146.80 and estimated total contract cost of $1,362,880.80.

j. Renewal of Pure Storage Evergreen Gold plus Pure Storage Chassis annual support and maintenance, Presidio Networked Solutions, Orlando, FL - $124,869.88.

k. Purchase of Beacon Mobile Hosting Fees, Badger Meter, Inc., Milwaukee, WI - estimated annual cost of $600,000.

l. **Resolution No. 4389**: A resolution adopting fourth quarter budget recommendations for the City's 2024-2025 budget.

m. **Resolution No. 4390:** A resolution appropriating $27,878 from the Law Enforcement Trust Fund (LETF) for legal costs related to property forfeiture proceedings.

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

12. **Ordinance No. 2025-52, El Car Wash:** (First Reading/Public Hearing) An ordinance granting a conditional use (CU2025-0002) to allow a car wash establishment in a C-2 (General Commercial) zoning district with site plan approval (PLAN2025-0006) on an overall 2.54±-acre property located on the east side of North Wickham Road, north of Sarno Road, and south of West Eau Gallie Boulevard. (Owner - 925 WICKHAM LLC) (Applicant/Representative - Jordan Draper, P.E.) (P&Z Board - 11/6/2025)

13. **Ordinance No. 2025-53 and Ordinance No. 2025-54, Lansing RV Storage:** (First Reading/Public Hearing) Ordinances providing for a Comprehensive Plan amendment and zoning designation, with site plan approval for an outdoor RV storage area on 6.25± acres, located on the north side of Lansing Street, east of North Wickham Road, and south of Lake Washington Road. (Owner - LAWS HALL PARTNERSHIP LLP) (Applicant/Representative: Justin Archey) (P&Z Board - 11/6/2025)

a. **Ordinance No. 2025-53/MAP2024-0013:** (First Reading/Public Hearing) An ordinance amending the future land use map classification from General Commercial to Heavy Commercial Future Land Use on 6.25± acres.

b. **Ordinance No. 2025-54/MAP2024-0012:** (First Reading/Public Hearing) An ordinance amending the zoning map from C-2 (General Commercial District) to M-1 (Light Industrial District) zoning on 6.25± acres.

c. **Site Plan Approval (PLAN2024-0019):** A request for site plan approval on 6.25± acres. (To be considered by City Council during the second reading of the ordinance.)

14. **Ordinance No. 2025-55, Redtail Four Brewery:** (First Reading/Public Hearing) An ordinance granting a conditional use (CU2025-0007) to allow a microbrewery use in conjunction with a second conditional use to allow for the consumption of alcohol (beer and wine) on premises in conjunction with a proposed microbrewery and pizzeria on a 1±-acre developed property zoned C-2 (General Commercial District) located on the west side of South Harbor City Boulevard, the east side of Irwin Street and south of Powell Avenue. (Owner - Wid T. Bell) (Applicant/Representative - Chelsea Woodard) (P&Z Board - 11/6/2025)

15. **Ordinance No. 2025-56, The Office Cigar Lounge:** (First Reading/Public Hearing) An ordinance granting a conditional use (CU2025-0008) to allow the sale and consumption of alcoholic beverages on-premises, accessory to cigar sales, in a unit located on 0.20±-acre developed acres, zoned C-3 (Central Business District), located on the south side of West Eau Gallie Boulevard, east of Guava Avenue, and west of Highland Avenue (587 West Eau Gallie, Unit 103). (Owner - LJ Real Estate Holdings, LLC) (Applicant/Representative - Micah Rose) (P&Z Board - 11/6/2025)

16. **Ordinance No. 2025-57, The Collection:** (First Reading/Public Hearing) An ordinance granting a conditional use (CU2025-0009) to allow the sale and consumption of alcoholic beverages (beer and wine) on-premises, accessory to a retail food and wine market, in a multi-tenant building zoned C-3 (Central Business District), located on the east side of Cypress Avenue, west of North Harbor City Boulevard and north of West Eau Gallie Boulevard (1385 Cypress Ave, units 101 and 103). (Owner - Michael Spetko) (Applicant/Representative - Michael Hernandez) (P&Z Board - 11/6/2025)

17. **Ordinance No. 2025-58, Affordable Housing Updates:** (First Reading/Public Hearing) An ordinance amending City Code, Appendix B, Article 5, Section 4, Affordable Housing Development, for compliance with recent Florida Statute changes. (Applicant - City of Melbourne) (P&Z Board - 11/6/2025)

18. **Ordinance No. 2025-59, Water and Sewer Impact Fees:** (First Reading/Public Hearing) An ordinance amending water and sewer impact fees; amending City Code, Chapter 58, Utilities; amending Section 58-131, Water Impact Fees; and amending Section 58-242, Sewer Impact Fees; Cost of Extension.

19. Discussion of continued negotiations of an Amendment to the Interlocal Agreement between the City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency, and Brevard County as it relates to the Eau Gallie Parking Garage Project.

20. Discussion regarding a revision to Council Policy #36 — Travel and Per Diem. (Requested by Council Member Marcus Smith) (Postponed - 10/28/2025)

21. Council Appointments for 2025-2026

    a. Vice Mayor

    b. Airport Authority

    c. Space Coast League of Cities

22. Board Appointments

    a. Melbourne Housing Authority

    b. Zoning Board of Adjustment

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

E. ADJOURNMENT

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

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

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

City of Melbourne, Florida
Minutes – Workshop Meeting Before City Council
November 13, 2025

A workshop meeting of the City Council was held in the City Council Chamber, 900 East Strawbridge Avenue, and was called to order at 5:32 p.m. by Vice Mayor David Neuman.

1. Call to Order

2. Roll Call

Present:

David Neuman	Vice Mayor, District 3
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2 (arrived at 5:38 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
Rebecca Thibert	Assistant to the City Manager

Absent:

Paul Alfrey	Mayor (out of town for Airport Authority business)

3. Presentation of water and sewer impact fee study and extraordinary circumstances.

Financial Services Director Ross McGinn reported that at the December 10, 2024 City Council Meeting, Council authorized the use of Raftelis Financial Consultants, Inc. to perform a Water and Wastewater Rate and Impact Fee Study. Impact fees are used to defray the cost of increased demand on water and wastewater systems, shifting the burden of ensuring adequate capacity from existing ratepayers to new development.

Trevor McCarthy, Raftelis, noted that water and wastewater impact fees were last updated in FY2012; however, the city continues to make investments in utility assets. He stated that impact fees are paid by new private developments that create demand for water and wastewater system capacity. The fees are used by the city to pay for capital project costs or debt service associated with growth-related facilities. Mr. McCarthy stated that impact fees avoid burdening rate payers with growth-related costs associated with new private development. Continuing, Mr. McCarthy discussed the criteria related to impact fees and the

development of impact fees from three major components: the amount of expansion-related capital costs to be recovered; the capacity of the expansion-related capital; and the level of service apportioned to the applicant requesting service.

Mr. McCarthy discussed how equivalent residential connections (ERCs) are determined and the development of proposed water and wastewater impact fees, as well as the proposed increase from a combined fee (existing) of $3,750 to $6,920. He continued by discussing how different municipalities/utilities come up with different impact fee rates and displayed a chart showing a comparison of current impact fees among local and like cities.

Mr. McCarthy stated that there is a new phase-in limitation on increasing impact fees, and described the process by which increases up to 25 percent of the current rate must be implemented in two equal and annual increments; additionally, increases between 25 percent and 50 percent of the current rate must be implemented in four equal and annual installments. Increases may not exceed 50 percent of the current impact fee rate and impact fees may not be increased more than once every four years. Ultimately, phase-in limitations apply unless City Council can demonstrate that there are extraordinary circumstances.

Extraordinary circumstances could include: significant inflation in the cost of construction, customer growth, and expansion-related debt. Mr. McCarthy stated that the recommendation from Raftelis is for the City Council to consider adopting the proposed water impact fee of $2,755 and wastewater impact fee of $4,165 per ERC. If Council agrees, the city should provide at least 90 days between the city’s approval and the effective date, with fees being reviewed every four years. Further, the city should implement the full fees meeting extraordinary circumstances procedural requirements to comply with state statutes. By implementing these fees, the city mitigates the cost burden of growth to existing residents and businesses.

Council Member Marcus Smith asked if Raftelis would have recommended increases or rates staying the same absent the extraordinary circumstances. Mr. McCarthy stated that the fees would not have been able to be increased so much.

City Attorney Adam Conley stated that because of the level of increase to fees recommended by the study, the only way to increase the fees to this level without the phase-in process is to find extraordinary circumstances to skip that process and to implement these increased fees.

City Manager Jenni Lamb stated that if Council does not find extraordinary circumstances exist in this case, staff’s recommendation will be to go to the 50% increase via the phased-in approach. If that route is taken, the city stands to lose

about $10 million, which would have to be factored into rate increases to the existing ratepayers.

Discussion continued. Vice Mayor Neuman asked if there is something Council can do to gradually increase these fees over time. Mr. McGinn replied that this process has proven that a regular rate study is the best practice. If the City Council accepts these rates, they cannot be increased for a four-year period. At that point, it would be prudent to do another rate study and then to regularly update the fees.

Council Member Mark LaRusso asked if this would affect anyone current in the system or if it would affect only new business. Mr. McGinn replied that generally, if a developer cannot pull a building permit with enough substantial information within that 90-day window, the developer would fall under the new rate structure. Attorney Conely provided more context as to when these fees would be applicable to developers. Discussion continued.

4. Public Comments

There were no comments from the audience.

5. Discussion of extraordinary circumstances necessitating the need to exceed the phase-in limitations for water and sewer impact fees.

Vice Mayor Neuman asked for the next steps in the process to be laid out. Attorney Conely replied that this is the first of two public workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations for possible increases in water and sewer impact fees. To comply with the requirements of Florida Statute §163.31801(6)(g), the public workshops are dedicated to providing an overview of the recently completed demonstrated needs study justifying an increase in excess of those authorized under Florida Statute §163.31801(6) and providing the City Council and the public an opportunity to review the justification of extraordinary circumstances necessitating the need to exceed the phase-in limitations for water and sewer impact fees.

Continuing, Attorney Conley stated that if Council deems it worthy to have that second workshop, staff would prepare an ordinance for Council’s consideration to revise the water and wastewater impact fees within Chapter 58 of the City Code, making findings of extraordinary circumstances. Only consensus of the City Council is needed at tonight’s meeting to direct staff to hold the second public hearing and to prepare the referenced ordinance, which would be considered by Council at the regular meetings on November 25 and December 9.

Council expressed consensus to move forward with that direction.

6. Adjournment

The meeting adjourned at 6:08 p.m.

/s/ Kevin McKeown, City Clerk – November 17, 2025

Approved by Council:

City of Melbourne, Florida
Minutes – Regular Meeting Before City Council
November 13, 2025

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

A. OPENING

1. The invocation was given by Evangelist Lugenia Franklin, Macedonia Missionary Baptist Church.

2. Pledge of Allegiance

3. Roll Call

Present:

David Neuman	Vice Mayor
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2
Rachael Bassett	Council Member, District 4
Mimi Hanley	Council Member, District 5
Julie Kennedy	Council Member, District 6
Jenni Lamb	City Manager
Joan Junkala-Brown	Deputy City Manager
Adam Conley	City Attorney
Kevin McKeown	City Clerk
Rebecca Thibert	Assistant to the City Manager

Absent:

Paul Alfrey	Mayor (out of town on Airport Authority business)

4. Proclamations and Presentations

Vice Mayor Neuman presented the following proclamations:

Proclamation recognizing the 35th anniversary of the Brevard County Medical Directors' Association; accepted by Dr. John Potomski and Ms. Susan Clegg.

Proclamation declaring November 2025 as "Hospice and Palliative Care Month"; accepted by Angie Dunn, Liz Vandenberg, Danika Warren, and Dr. Ryan Chapman

Proclamation declaring November 19, 2025 as “National GIS Day” and declaring November 17-21, 2025 as “National Geography Awareness Week”; accepted by Kevin Burns, Chief Information Officer, along with staff of the city’s GIS Division.

5. Approval of Minutes – October 28, 2025 Regular Meeting.

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

6. City Manager’s Report

City Manager Jenni Lamb reported on the status of the City Code amendments for parking management and noted that the city cannot proceed in the way it originally anticipated. A discussion item before the end of the year will be scheduled so that Council can address options that are available to the city going forward.

Additionally, Mrs. Lamb reported that the revisions to the Interlocal Agreement regarding the Downtown Eau Gallie parking garage will be considered by the Brevard County Board of County Commissioners on Tuesday, November 18, and that she and the City Attorney will attend that meeting. She also reported on a revised site plan submitted regarding the Downtown Eau Gallie parking garage and noted that she is not comfortable signing off on the permits for this new plan until the full effects of the changes can be evaluated. Staff will be meeting with the developer to discuss the changes and their costs/impacts.

In closing, Mrs. Lamb referenced recent challenges with companies performing fiber installation throughout the city. Ultimately, she stated that her office is in the process of scheduling a meeting with the proper city staff and company representatives to streamline the conversation about the issues going on.

Council Member Julie Kennedy stated her belief that such a meeting would be extremely beneficial in getting all parties on the same page.

7. Public Comments

The following individuals came forward to speak on the allegations of a death threat from former Council Member Yvonne Minus towards Vice Mayor David Neuman and expressed their opinion that Mrs. Minus be removed from any and all advisory boards that she serves on for the city: Margaret Kearney, Palm Bay; Chleah Gehrman, Palm Bay; Austin Ekonomen, 1432 Parkway Drive; Cody Johnson, Melbourne; Kai Harrelson, Rockledge; Garrett Jacobellis, unincorporated Brevard County; Ethan Packey, 625 E. New Haven Avenue; Danielle Lindsay, Orlando; Tyler White, 220. E. University Boulevard; Gezel Saheli, Indian Harbour Beach; Brady Flanders, Palm Bay; and David Outlaw, Melbourne.

Vice Mayor Neuman recalled the situation and provided his view of what happened for the benefit of City Council. He noted that he went to Chief Gillespie who told him to file a police report. He read the conclusion of the report, which ultimately stated that the investigator found reason to believe that Mrs. Minus violated Florida Statute and recommended prosecution. He asked for Council' consensus to remove her from her positions on the Planning and Zoning Board and Citizens' Advisory Committee of the Space Coast Transportation Planning Organization.

City Attorney Adam Conely noted that Council's consensus is not the final action on this item since City Code makes reference to the Florida Statutes that deal with the removal of a board member, which includes a hearing process. If Council's direction is to move forward, that would be the next step. He noted that the Council would need to consider the facts of the matter and make a formal determination of whether there was any misconduct. Additionally, Mrs. Minus would have an opportunity to speak for herself.

Following discussion, Council expressed consensus to move forward with the process outlined in City Code and F.S. 112.501 and 112.51 to remove a volunteer advisory board member.

SeanPaul Reyes, Long Island Audit, Inc., commented on the documentation provided to Council at the last meeting regarding allegations of corruption by Mayor Paul Alfrey. He expressed his desire to see Council handle this matter appropriately.

Dr. Ray Shackelford, 2750 Carlson Circle, stated that everyone needs to act with love and that "wrong is wrong" no matter who you are. He also expressed a desire to see the city honor former Vice President Dick Cheney.

Richard Jaramillo, 799 Orange Blossom Drive, expressed concerns with the allegations about Mayor Alfrey and asked how the Council plans to handle the allegations and what would happen if the allegations were found to be true.

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-50:** (Second Reading/Public Hearing) An ordinance amending Sec. 42-19 of the City Code regarding large group feedings in City parks.

Attorney Conley read the ordinance by its title and noted that addition of Southwest Park as directed by Council during first reading. He also noted the correction of a typo within the ordinance. Finally, he brought to Council's attention the blue memorandum from a citizen requesting that this item be postponed for 30 days.

Council expressed a desire not to postpone the item and to move forward with the public hearing.

Vice Mayor Neuman opened the public hearing.

Margo Pierce, 2506 Riverview Drive, asked Council to consider the request for the 30-day postponement of the ordinance.

The following members (representing Food Not Bombs) came forward to express their opposition to the adoption of this ordinance and detailed their work and experience feeding the hungry in the community: Whitney Stein, 3211 Regina Court; Chris Bancroft, West Melbourne; Sally, West Melbourne; Rachel Wilson, Palm Bay; Jaxon Wilson, Palm Bay; Michael Gervis, no address given; and Erin Smith, Cocoa.

Council Member Marcus Smith stated that he wished the residents and the members of Food Not Bombs had more conversations to work through some of the issues/concerns that have been raised.

Council Members began to express their leaning towards granting the postponement. Attorney Conley noted that Council only has two regular meetings scheduled for the remainder of the year (November 25 and December 9). If a 30-day postponement is granted, December 9 is not exactly 30 days but it may be close enough for Council to feel comfortable. He further noted that from earlier discussion items on this topic, staff's recommendation has been not to change the current ordinance at all. Attorney Conley stated that in his belief, both the current ordinance and the ordinance before Council now are legally defensible.

Council Member Mark LaRusso stated that personally, his beliefs are to feed the hungry, care for the sick and comfort the dying; therefore, postponement would be okay with him. He stated that even with more information, he does not support the adoption of the ordinance.

Moved by LaRusso/Smith to deny Ordinance No. 2025-50. The roll call vote was:

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

Motion carried unanimously.

C. NEW BUSINESS

9. D.B. Lee Ditch Stabilization and Piping Project, Project No. 33522.

   a. Reactivation of Project No. 33522 and a budget transfer in the amount of $1,630,000 from Project No. 30099.

b. Contract award for the D.B. Lee Ditch Stabilization and Piping Project, Project No. 33522, to Don Luchetti Construction, Inc., Melbourne, FL - $1,482,338.

Public Works and Utilities Director Jennifer Spagnoli reported that the drainage ditch that extends through the D.B. Lee Water Reclamation Facility site has eroded over time and is encroaching on existing treatment structures and is in proximity to the new Biosolids Improvements. The Biosolids Improvements project for D.B. Lee and Grant Street Water Reclamation Facilities was awarded to L7 Construction (L7). Since L7 was already onsite when the plans for the ditch stabilization piping were completed, staff requested a quote from L7. However, the quote was much higher ($2,114,400) than the design estimate for the work; therefore, staff requested quotes from three other contractors: Don Lucetti Construction, Inc., Cathcart Construction Company, and Quality Enterprises USA.

On October 14, 2025, City Council approved a waiver of formal bidding requirements for this project. The lowest responsive and responsible bidder is Don Luchetti Construction, Inc., Melbourne, FL for the amount of $1,482,338.

The scope of work includes installing approximately 785 linear feet (LF) of 66-inch reinforced concrete pipe (RCP), installing 184 LF of 24” RCP, two inlets, 6” rubble rip rap, including 1,000 cubic yards of excavation, dewatering and temporary bypass pumping, removal and reconstruction of 250 LF asphalt roadway and restoration. The quote also includes bonds and insurance, maintenance of traffic, geotechnical, survey and record drawings. The contractor will have 240 days from the Notice to Proceed to complete the work.

(Council Member Rachael Bassett stepped out of the chamber at 8:30 p.m.)

Moved by Hanley/LaRusso for authorization to reactivate Project No. 33522 and a budget transfer in the amount of $1,630,000 from Project No. 30099. Motion carried unanimously. Ms. Bassett was not present for the vote.

Moved by Hanley/Kennedy for approval of the contract award to Don Luchetti Construction, Inc., Melbourne, FL for the D.B. Lee Stabilization and Piping Project, Project No. 33522, in the amount of $1,482,338. Motion carried unanimously. Ms. Bassett was not present for the vote.

10. Task Order No. ITERIS 002 to the Continuing Contract for Engineering Services for Traffic Signal Retiming for Citywide Signal Retiming, Project No. 64425, Iteris, Inc., Tampa, FL - $296,728.62.

City Engineer James Ennis reported that City Council approved a continuing professional consulting services contract with Iteris, Inc, at the June 13, 2023 Council meeting for traffic signal retiming and related services.

Task Order No. Iteris 002 is a continuance of the city's ongoing efforts to monitor and improve traffic flow throughout Melbourne by optimizing signal timing. Traffic patterns and volumes do shift from year to year with new development and changes in driving habits by residents. By reviewing traffic counts and using counts to modify intersection signal timing, delays are reduced at the intersections, accidents may be reduced by improving safety, and greater consistency is provided in travel planning for commuters and business commerce, along with reducing driving frustration.

The scope of work includes evaluating existing traffic conditions at key intersections along Babcock Street, Hibiscus Boulevard, NASA Boulevard, Dr. Martin Luther King Jr. Boulevard, US 1, US 192, and Eau Gallie Boulevard, in conjunction with the Florida Department of Transportation data collection effort; by collecting additional data on traffic volume and intersection turning movements; preparing and implementing new traffic signal timing plans; and reviewing and revising the new timing plans to ensure optimal traffic flow based upon the current traffic conditions. The agenda materials provide detail on the breakout of costs and describe the detailed scope of services. The contractor is expected to complete work within 246 calendar days from the issuance of Notice to Proceed.

(Ms. Bassett returned to the chamber at 8:34 p.m.)

Moved by Hanley/Neuman for approval of Task Order No. Iteris 002 to Iteris, Inc. of Tampa, FL for engineering services for Citywide Signal Retiming, Project No. 64425, in the not to exceed amount of $296,728.62. Motion carried unanimously.

11. Utilization of the City's Horizontal Directional Drilling Services Contract for replacement of water main in support of the Bowe Gardens K1/K2 Resurfacing, Project No. 64619, Concurrent Environmental Services LLC, Rockledge, FL - $473,301.81.

Mr. Ennis reported that the Bowe Gardens K1/K2 Resurfacing Restoration Project (Project) involves the full reconstruction of the roadways within the subdivision by replacement of the upper 27-inches of roadway with an engineered roadway base and sub-base system to address the high water table located in the Bowe Gardens Subdivision. The project design was completed in 2022. City Council approved the execution of the construction contract for the Project at the November 26, 2024, Council Meeting.

After project construction began, the city's existing water mains within the subdivision were found to be installed at an inadequate depth that interfered with the installation of the 27-inch thick roadway profile. Standard installation of water mains requires a minimum of 36-inch depth. Additionally, the water mains are comprised of asbestos cement pipes, which are very susceptible to breakage due to vibration or compactive efforts associated with roadway construction. The

designer and city staff assessed multiple options to adjust the roadway profile and avoid impacting the existing water main system. It was determined the most practical solution was for the water main at the roadway intersection to be lowered to allow for the new base material to be installed and to allow for the asbestos cement pipe to be replaced in areas where it would have been especially susceptible to damage.

Staff obtained a quote in the amount of $473,301.81 to perform the relocation work under the city's existing horizontal directional drill services contract with Concurrent Environmental Services, LLC. The scope of work will include replacement of approximately 2,745-feet of 6-inch water main, installation of three line stops, de-watering, six fire hydrant replacements, along with the supporting fixtures and fittings.

Moved by Hanley/Kennedy for approval to utilize the city's Horizontal Directional Drill Contract with Concurrent Environmental Services, LLC, Rockledge, FL for the relocation of water main in support of the Bowe Gardens K1/K2 Resurfacing, Project No. 64619, in the amount of $473,301.81. Motion carried unanimously.

12. CONSENT AGENDA:

a. Utilization of Contract Pricing of Hydrant and Valve Maintenance, Repair and Flushing Services for the Water Distribution Division, Hydromax USA LLC, Flower Mound, TX — estimated amount not to exceed $2,600,000.

b. Purchase of a 90' boom crane truck for the Water Production Division, Ring Power Corporation, St. Augustine, FL - total estimated cost of $423,743.

c. Service Agreement for Heating, Ventilation and Air Conditioning Service at the Joseph Pellicano Law Enforcement Center, Trane U.S., Inc., Maitland, FL - first year cost of $71,027 and an estimated contract cost of $392,474.

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

13. ITEMS REMOVED FROM THE CONSENT AGENDA

14. **Ordinance No. 2025-51:** (First Reading) An ordinance amending Chapter 52 of the City Code, entitled "Streets, Sidewalks and Other Public Places"; amending Section 52-6, "Procedure to initiate street, facility or park name changes; application fee"; providing for revised procedures for street renaming and adding procedure for honorary street naming. (Applicant - Melbourne City Council)

Attorney Conley read the ordinance by its title. Mr. Ennis reported that at the January 14, 2025 regular City Council meeting, Council directed staff to research

the steps involved in establishing a program for honorary naming of sidewalks, crosswalks, and roadways. Staff found that Chapter 166 of the Florida Statutes empowers municipalities to adopt ordinances to name and rename streets, including honorary street naming. Therefore, the city's local ordinances may be amended to provide procedures for requesting and approving honorary street names for streets.

Staff has identified Chapter 52 of the City Code for incorporation of honorary street naming and related uniform criteria and procedures for consideration. The honorary street name is not intended to supplant the official name of the street but rather be a commemorative secondary name that supplements the official name of the street. The benefit of honorary street naming is that it does not interfere with the addressing, emergency response due to confusion related to street naming, and doesn't require public notice related to official street naming/renaming.

As provided under the City Manager's Report at the July 8, 2025 regular City Council meeting, it should be noted that no examples were found in the Florida Statutes or in other municipality's procedures for the formal or honorary naming of sections of sidewalks or crosswalks, with the exception being off-road pedestrian trails. Furthermore, staff does not advise use of this practice due to the potential negative impact this could have on emergency responses by creating situations where portions of infrastructure could have multiple names or references other than the official or honorary street name.

Attorney Conley added that the official road renaming process can be initiated by either City Council or a citizen. He noted that an honorary renaming can only be initiated by City Council.

Discussion continued. Council Member Julie Kennedy expressed a desire to have staff reach out to the Supervisor of Elections to ensure that an honorary road renaming would not have a negative impact on that office. Mr. Ennis replied that he will take care of contacting the Supervisor of Elections.

Moved by Smith/Neuman for approval of Ordinance No. 2025-51. Motion carried unanimously.

15. Series 2026A Water & Sewer Refunding Bonds and Series 2002B Water & Sewer Defeasance.

    a. **Resolution No. 4387:** Providing for and authorizing the issuance of the city's Water and Sewer Refunding Revenue Bond, Series 2026A.

    b. **Resolution No. 4388:** Authorizing the defeasance of all of the city's outstanding Water and Sewer Refunding Revenue Bonds, Series 2002B.

Financial Services Director Ross McGinn reported that PFM Financial Advisors, LLC (PFM) continually monitors the City's outstanding debt portfolio for refunding opportunities. PFM has determined that current market conditions would allow for debt service savings to be achieved by refunding the Series 2016A and Series 2016B Water and Sewer Refunding Revenue Bonds. There are $13,550,000 in Series 2016A bonds outstanding and $14,465,000 in Series 2016B bonds outstanding, with both sets of bonds having an initial call date of April 1, 2026. PFM estimates that the City could realize approximately $1,700,000 of net present value debt service savings (net of all costs associated with completing this transaction) or over 6.00% of the refunded bonds par amount. It is generally recommended by PFM and the Government Financial Officer's Association (GFOA) to pursue a refund if debt service savings in excess of 3% of the refunded bonds par amount can be achieved.

The proposed bond resolution and certain exhibits have been prepared by bond counsel, Bryant Miller Olive, P.A. This resolution authorizes the issuance of the tax-exempt bonds, Series 2026A, not-to-exceed the aggregate principal amount of $29,000,000 for the purpose of refunding the outstanding Series 2016A and 2016B bonds, and authorizes the Mayor, City Manager, Director of Finance, and City Clerk, or their duly authorized alternative officers, to execute certain documents necessary for the issuance of the bond.

Competitive sale of the bonds is anticipated to take place the week of December 8, 2025, with a closing date forecasted for the week of January 5, 2026. Actual dates may vary depending on the advice of our financial advisor, PFM Advisors, LLC, to time this offering in the most advantageous manner for the City.

Additionally, during the process of pursuing the bond refunding, city staff inquired about the defeasance of the Series 2002B bonds. The 2002B bonds are the city's only outstanding debt, which utilizes an external sinking fund arrangement and externally held in reserve account of $4,600,000, currently with Bank of New York Mellon. The final payment on the bonds is scheduled for October 1, 2026. Rather than continue to contribute Water and Sewer Funds into a sinking fund in advance of the final payment, staff would prefer, based on bond counsel, to utilize the existing reserve account to make the final payment. Funds contributed to the externally held sinking fund generally earn 2% less in interest than funds in the city's investment portfolio.

Moved by Hanley/LaRusso for approval of Resolution No. 4387. Motion carried unanimously.

Moved by Hanley/LaRusso for approval of Resolution No. 4388. Motion carried unanimously.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. LaRusso referenced the resolution previously adopted to rename Triangle Park to Paul Gougelman Park and the obstacles to getting the park officially renamed after the resolution was adopted. He stated that now that those obstacles are out of the way, he would like to see that completed by January 1, if possible.

Additionally, Mr. LaRusso referenced correspondence from the City Attorney regarding potential changes to the opening statement read by the Mayor before each meeting and to the City Code as it relates to public speaking and decorum. Attorney Conley stated that in place of a discussion item, with Council direction, he can prepare an ordinance with the proposed changes. Council expressed consensus with this direction.

Ms. Bassett expressed her desire to see more parades in the city and asked that Council get a “heads up” when certain parades in the city are not going to be held.

E. ADJOURNMENT

The meeting adjourned at 9:09 p.m.

/s/ Kevin McKeown, City Clerk – November 19, 2025

Approved by Council:

Memorandum

To: Mayor and Council

From: Jenni Lamb, City Manager

Date: November 20, 2025

Subject: City Manager's Report – Meeting of November 25, 2025

Updates:

The City is required to notify customers by mail if they are served by a lead, galvanized-requiring replacement, or material unknown service line on an annual basis. On December 1, letters will be mailed to the 20,334 customers that have service lines of unknown material. on December 1. Receiving a letter does not mean that there is anything wrong with the service line; it means that the material of the service line has not yet been identified. An email was sent to Council on November 20 with more detailed information.

During Florida Department of Transportation's routine bridge inspection process on November 19, the City was notified that the Apollo Bridge crossing of the Eau Gallie River has damage caused by fires being set under the northernmost bridge spans on the north side of the river. Engineering is working with HR's risk management team to make an insurance claim and with the Police and Fire Departments to investigate the fires. While the damage does not impose imminent danger, plans for repairs will be developed and implemented as soon as possible.

Upcoming Events:

The Reverse Christmas Parade will be held on Wednesday, December 3rd, at 5:00 p.m. traveling west through Downtown Melbourne.

The Melbourne Main Street Tree Lighting Celebration will be held Saturday, November 29th from 4:00 p.m. to 8:00 p.m.

The EGAD Holiday Tree Lighting will be held Friday, December 5th, from 6:00 p.m. to 9:00 p.m.

Meet the Grinch will be held on Friday, December 5th from 4 p.m. to 7 p.m. and Saturday, December 6th from 10:00 a.m. to 2:00 p.m. at the Melbourne Square Mall.

The Police Community Relations Council meeting will be held on Thursday, December 11th, at 7:00 p.m. at Eddie Lee Taylor Sr. Community Center.

Memorandum

To: Department Directors

Thru: Dr. Kimberly Foxworth, Director of Human Resources

From: Sabrina Spotts, Administrative Assistant

Date: November 4, 2025

Re: November 2025 Employee Service Award Presentation

The following employees will reach milestone anniversaries during the month of November 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, November 25th** at 6:30 p.m. in the Council Chamber**.**

Forty Years
Robert Glavish - Fleet Management

Thirty Years
Elizabeth Rich - Fleet Management

Twenty-Five Years
Richard Smith - Traffic Engineering

Twenty Years
Christopher Rinna - Parks Maintenance
Shawn Bacon - Water Distribution
Mark Roecker - Lift Station Operations

Fifteen Years
Kevin Cincimino - Police Operations
Christopher Cote - Police Operations

Ten Years
Adam Symonette - Fire Prevention
Austin Fisher - Fire Operations
Chad Wamsley - Customer Service

Five Years
Ellen Herold - Utility Billing & Collection
Justin Yntema - Reclaimed Water Distribution

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.

Attached is a spreadsheet reflecting charges that will be made to your specific operating expense line item for gift cards.

Thank you.

cc: Tammie Rodriguez, Payroll Specialist
Natasha Saunders, Administrative Assistant III - Fire

CITY MANAGER'S ACTIVITY REPORT OCTOBER 2025

For Activity from October 1 to October 31, 2025

Public Assembly Permits Issued

- 10/4/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 10/4/25 Riverview – TCS Foods - Farmer's Market
- 10/5/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 10/11/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 10/11/25 Riverview – TCS Foods - Farmer's Market
- 10/12/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 10/18/25 Riverview – TCS Foods - Farmer's Market
- 10/18/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 10/18/25 Eau Gallie Square - Ghostly Gecko 5K - Running Zone
- 10/19/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 10/25/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 10/25/25 Riverview – TCS Foods - Farmer's Market
- 10/26/25 Riverview - Chris Bancroft- Food Not Bombs Homeless Feeding

Purchases Approved by the City Manager

- Purchase of laboratory supplies for the Water Production Division, IDEXX Distribution, Westbrook, ME - estimated annual cost of $20,000.
- Purchase of laboratory supplies for Water Production Division, Fisher Scientific Company LLC, Atlanta, GA - estimated cost of $40,000.
- Renewal of Vector Solutions software for the Fire Department from TargetSolutions Learning LLC (AKA Vector Solutions), Tampa, FL - $19,488.30.
- Purchase of laboratory services to analyze the source water and distribution point of entry water for harmful algal bacteria for the Water Production Division, GreenWater Laboratories, Palatka, FL - estimated cost of $33,700.
- Purchase of laboratory supplies for the Water Production Division, Hach Company, Loveland, CO - estimated annual cost of $30,000.
- Purchase of laboratory services for the Water Production Division to conduct compliance sampling and analysis and other analytical services on an as-needed basis from Pace Analytical Services Inc., Ormond Beach, FL - estimated total cost of $25,000.
- Increase annual spending by $10,000 for asphalt for the Streets Division, Preferred Materials, Melbourne, FL - estimated annual spend $25,000.
- Purchase of Arrow EZ/IO supplies for the Fire Department (EMS Division) from Teleflex Incorporated, Morrisville, NC, in the amount of $20,000.
- Blanket purchase order for asphalt for the Streets Division, Preferred Materials, Melbourne, FL - $30,000.
- Blanket purchase order for concrete for the Streets Division, Preferred Materials, Melbourne, FL - $30,000.
- Renewal of Lexipol Shield Suite Subscriptions, Lexipol LLC, Frisco, TX - $16,016.72.

- Sixth Amendment to increase the annual spend level by $64,000 for ferric sulfate for the Water Production Division, Kemira Water Solutions, Inc., Lawrence, KS — total estimated annual amount $3,216,000.
- Blanket purchase order for GameTime playground equipment parts for the Parks Division, Playcore Wisconsin, Inc. dba GameTime, Fort Payne, AL - $20,000.
- Renewal of Lexipol Policy Development SaaS for both Fire and Police Departments, Lexipol LLC, Frisco, TX - $54,587.40.
- Blanket purchase order for chemicals and fertilizer for city parks and ball fields for the Parks Division - Siteone Landscape Supply, LLC., Palm Bay, FL - $30,000.
- Purchase of 10 picnic tables for the Parks Division, American Recycled Plastic, Friendsville, TN - $18,780.
- Utilization of a call center service for Harbor City and Crane Creek Reserve Golf Courses, Nomads4Golf, Melbourne Beach, FL. - $48,000.
- Purchase of a 6" trailer-mounted hydraulic submersible trash pump for the Water Reclamation Division, Thompson Pump & Manufacturing Co., Inc., Port Orange, FL - total amount $60,740.
- Purchase of a submersible pump for the Press Backwash Pond for Water Production Division, Xylem Water Solutions, USA, Inc., Sanford, FL - estimated cost of $54,510.
- Purchase of 80 hours of field service support for variable frequency drives within the Water Production Division, Rexel, Tampa, FL — estimated amount $23,280.
- Purchase of permit compliance services for the Water Production Division, EW Consultants, Inc., Stuart, FL - estimated annual cost of $38,900.
- Purchase Wash Water Recycling System for the Fleet Management Division, RGF Environmental Group, Riviera Beach, FL - $52,173.20.
- Utilization of contract pricing for cell phone and MaaS 360 plans from Verizon Wireless, Dallas, TX - $21,240
- Purchase of Cisco Duo Premier access security solution, SHI, Somerset NJ - $36,210.
- Purchase of a brush cutter attachment with protective windshield for Streets Division's mini excavator, Dobbs Equipment, Orlando, FL - $16,132.14.
- Purchase of replacement 25 HP submersible mixed liquor pump for the Grant Street Water Reclamation Facility, Xylem Water Solutions USA, Inc., Sanford, FL — total estimated cost of $45,146.60.
- Purchase of additional electrical improvements to McGrath Ballfields Lighting Project, Project No. 11823, Florida Power and Light (FPL), Juno Beach, FL - $69,543.
- Purchase of chairs and chair storage carts for the Melbourne Auditorium, Specseats Int'l Corp, Gardena, CA - $59,125.
- Emergency Purchase of Standby Generator for Fire Station 71, Tradewinds Power Corp, Miami, FL - $118,276.

Engineering Activity

Consultant Task Orders

Task Orders Approved by City Manager

- Lake Washington Water Transmission Main Phase 1, Project No. 30222, Amendment No. 1 to Task Order No. CHA 024 for Cost Evaluations of Piping

Construction Methods for the Lake Washington Road Water Main Phase 1 Design Service, CHA Consulting, Inc., $7,000.00.
    - Longwood Subdivision - Pipe Lining, Project 14322, Work Order No. 8, cleaning and lining various sizes of piping including Cured-in-place Pipe (CIPP) rehabilitation, Shenandoah General Construction, $11,373.00.
    - City of Melbourne Miscellaneous SCADA Services FY26 Contract, Project No. 31320, Task Order No. JEG20, Jacobs Engineering Group, Inc., $40,000.00.
    - Gateway Drive Roadway Reconstruction Restoration, Project No. 64426, pavement and subsurface exploration, Ardaman & Associates, Inc., $6,103.00.
- ***Task Orders Approved by City Engineer***
    - Gateway Drive Roadway Reconstruction Restoration, Project No. 64426, Task Order No. ARD-2025-001 for a pavement and subsurface exploration and testing, $6,103.00.
    - 1015 WH Jackson Street Survey, Task Order No. DRMP-S-2025-002 for a boundary and improvements survey to include finding or setting corner monumentation, locating encroachments, identifying the current FEMA flood zone of the property and showing adjacent parcels or rights-of-way, $11,730.00.
    - 695 E. University Blvd. Survey, Task Order No. DRMP-S-2025-003 for a boundary and improvements survey to include finding or setting corner monumentation, locating encroachments, identifying the current FEMA flood zone of the property and showing adjacent parcels or rights-of-way, $10,900.00.

Development Plan Approvals

- ***Substantially Approved Plans (Pending Pre-construction Meeting)***
    - Florida Recycle and Garden Center, ENGR2024-0024, improvements to Recycle Center and the addition of a 900 SF Garden Center.
    - USA Best Storage, ENGR2024-0032, Boat, RV, Truck and Trailer Parking.
    - Burger King Redevelopment, ENGR2025-0011, demolish and rebuild a Burger King at 2500 N Wickham Road.
    - Dutch Bros., UTIL2025-0005, drive thru coffee shop.
- ***Approved Plans***
    - Project Daisy Phase II Parking, ENGR2025-0008, this proposed project consists of a Phase II parking lot expansion within the Project Daisy overall on +/- 37.69 acres at the Melbourne-Orlando Airport.
    - Full House Machinery, ENGR2025-0009, Construction plan submittal for a new 24,000 SF building addition at the existing location.

Development Final Inspections

- ***Final Inspections***
    - None this period.
- ***Certificate of Completions Issued***

  - Sherwin Williams Pineda Springs, ENGR2024-0012, proposed Sherwin Williams single tenant retail development with associated infrastructure - Located on the north half of Tract A, Pineda Springs Subdivision.

Miscellaneous

- ***Applications Reviewed***
  - Permits/Plans: 159.
  - Right-of-Way Permits Approved: 10

Engineering Construction Plan Submittals

- Mayfair Townhomes, ENGR2025-0025, Medical Mobility, ENGR2025-0024, This project includes 123 townhome units intended to be platted fee simple lot.

Development Activity

New Construction

- 1205 Eddie Allen Rd Melbourne FL 32901, Restroom Building, Tropical Haven
- 2115 Waverly Pl Melbourne FL 33901, Apartment Building, Crown City Walk
- 2111 Waverly Pl Melbourne FL 33901, Apartment Building, Crown City Walk
- 314 North Dr Melbourne FL 32934, Warehouse, Full House Machinery

Certificates of Occupancy

- 1272 Sarno Rd Melbourne FL 32935, Change of Occupancy, Yoga/Web Design Studio
- 333 N Babcock St Melbourne FL 32935 Units 331 and 333, Interior Remodel, Restaurant
- 889 Torrence Ln Melbourne FL 32935, Laundry Facility, Wings of Grace
- 855 Torrence Ln Melbourne FL 32935, Apartments, Wings of Grace

Planning Application Submittals

- **Subdivision Variance Approval Request (SDV2025-0002) Babcock Townhomes (411 South Babcock Street):** A subdivision variance request on a 0.17±-acre portion of an overall 1.88± acre development to allow for the construction of a shared stormwater pond without platting a tract, located on the southeast corner of South Babcock Street and Avenue D, west of Grove Lane.

State Housing Initiatives Partnership (SHIP) Program

- The Homeowner Housing Rehabilitation Program projects at 823 Cedar Drive and 1518 Seabreeze Lane are 100% complete.

Community Development Block Grant (CDBG)

- **Semi-Annual Labor Standards Report:**
  The Semi-Annual Labor Standards Report was submitted to the U.S. Department of Housing and Urban Development (HUD) on October 2, 2025. This report documents contracts executed by Local Contracting Agencies that are subject to the provisions of the Davis-Bacon Act.

Internet Statistics

- Users – 51,000
- Pageviews – 134,000

Parks and Recreation Rentals

Facility Name	Number of Rentals
Ballard Park Pavilions	7
Brothers Park	0
Crane Park Pavilion	0
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	1
Riverview Park Pavilions	9
Sherwood Pavilion	0
Southwest Pavilion	0
Wells Park	0
Eau Gallie Civic Center	14
Crane Community Center	7
Front Street Civic Center	19
Joseph N. Davis Community Center	1
Eddie Lee Taylor, Sr. Community Center	6
Melbourne Auditorium	14
Wickham Park Community Center	22

City Employment

New Hires	Separations
Full-time – 12	Full-time – 9
Part-time – 1	Part-time - 2

Code Compliance Services

Fire Prevention Inspections	626
Building Inspections	1456
Building Permits	614
Code Enforcement Inspections	97
Non-permitted Signage	364

Fire Services

Residential	1
Commercial	3
Other	5
Mutual Aid	2
Rescue	1129
Miscellaneous	382
Total Fire Services	1522

Business Tax Receipts Issued

Business Name	Address	Application Date	Business Type	Business Location
Matthew H Zukowsky P.A.	2412 Irwin St Melbourne, Fl 32901	10/2/2025	Attorney	Commercial
Ayres Associates Inc	1301 W Eau Gallie Blvd Unit: 102 Melbourne, Fl 32935	10/2/2025	Professional Firm, Office, Clinic	Commercial
Rider's Repairs And Handyman Services Llc	893 Paddleboard Ct Melbourne, Fl 32935	9/26/2025	Construction Service	Home Base Business
Mizell, Christopher	3020 Yukon Ct Melbourne, Fl 32935	9/26/2025	Contractor: Plumbing	Home Base Business
Petals Florist And Gift Shoppe Inc	2004 Grant Pl Melbourne, Fl 32901	9/25/2025	Merchants, Retail And Wholesale	Commercial
Miller & Miller Services Llc	177 Lynn Av Melbourne, Fl 32935	9/25/2025	Professional Firm, Office, Clinic	Home Base Business
Heavenly Glow Skin Care & Massage Corp	1520 Highland Ave Unit: Stes 116 & 117 Melbourne, Fl 32935	8/18/2025	Beauty Salon	Commercial
Binder, Kyle	1223 Gateway Dr Unit: 2g Melbourne, Fl 32955	8/6/2025	Physician	Commercial
Barnes, Autumn	1350 Hickory St Melbourne, Fl 32901	8/4/2025	Physician	Commercial
Soni, Ravi J	1350 Hickory St Melbourne, Fl 32901	8/4/2025	Physician	Commercial
Geraghty, Feargal J	1350 Hickory St Melbourne, Fl 32901	8/4/2025	Physician	Commercial
Subeir, Omer M	1350 Hickory St Melbourne, Fl 32901	8/4/2025	Physician	Commercial
Cesare, Jefferey A	1350 Hickory St Melbourne, Fl 32901	8/4/2025	Physician	Commercial
Campbell, Daniel J	1350 Hickory St Melbourne, Fl 32901	7/31/2025	Physician	Commercial
Dynamic Detailing Melbourne Llc	3463 Sandpiper Ct Melbourne, Fl 32935	7/29/2025	Mobile Detailing	Home Base Business
Lion Cubs Group	2429 Apache Dr Melbourne, Fl 32935	7/8/2025	Consultants	Home Base Business
Ruhge, Robert	2387 Windham Dr Melbourne, Fl 32935	6/18/2025	Business Services	Home Base Business
Evans, Stephanie Marie	1350 Hickory St Melbourne, Fl 32901	4/29/2025	Physician	Commercial

Tucker, Lara Skye	1350 Hickory St Melbourne, Fl 32901	4/29/2025	Physician	Commercial
Dingus, Robert Walter	1350 Hickory St Melbourne, Fl 32901	4/29/2025	Physician	Commercial
Munchies En Ruedas Llc	1248 Sarno Rd Melbourne, Fl 32935	2/11/2025	Restaurants, Cafeterias	Commercial
Securpoint Corporation	1814 Sarno Rd Melbourne, Fl 32935	10/1/2025	Professional Firm, Office, Clinic	Commercial
Black, Roger G	1814 Sarno Rd Melbourne, Fl 32935	10/1/2025	Contractor: Alarm 1 & 2	Commercial
Warden Roofing And Construction, Inc.	221 W Hibiscus Blvd 300 Melbourne, Fl 32901	10/1/2025	Professional Firm, Office, Clinic	Commercial
Lamarre, Luke Jared	150 W University Blvd Melbourne, Fl 32901	10/1/2025	Physical Therapist	Commercial
Holt, Daniel Robert	494 N Harbor City Blvd Melbourne, Fl 32935	10/1/2025	Physical Therapist	Commercial
Arbeeny, John Kenneth	494 N Harbor City Blvd Melbourne, Fl 32935	10/1/2025	Physical Therapist	Commercial
Artj Solutions Llc	1813 S Hudson Cir Melbourne, Fl 32935	10/1/2025	Construction Service	Home Base Business
Garda's Lake Investments Llc	4505 Lake Waterford Way Unit: 3 Melbourne, Fl 32901	10/1/2025	Business Office	Home Base Business
Nicholas J Cameron Cpa Llc	478 N Babcock St Unit: 101 Melbourne, Fl 32935	10/2/2025	Professional Firm, Office, Clinic	Commercial
Bdr Dragway	681 N Wickham Rd Unit: B Melbourne, Fl 32935	10/6/2025	Merchants, Retail And Wholesale	Commercial
Actuallykidchris Llc	2440 Apache Dr Melbourne, Fl 32935	10/6/2025	Direct Selling Establishments	Home Base Business
Cornelia Gilbert Llc	221 W Hibiscus Blvd Unit: Ste 440 Melbourne, Fl 32901	10/6/2025	Personal Services	Commercial
Monty's Mowing Llc	1270 N Wickham Rd Pmb 827 Unit: Ste 16 Melbourne, Fl 32935	10/6/2025	Lawn Maintenance	Private Mail Box / Storage Unit
Warthling, Pennyjo	1301 W Eau Gallie Blvd Unit: 98 Melbourne, Fl 32935	10/7/2025	Massage Therapist	Commercial
Skin Journey Wellness Center Llc	1301 W Eau Gallie Blvd Unit: 98 Melbourne, Fl 32935	10/7/2025	Beauty Salon	Commercial

Chilly Metals Inc	4045 Dow Rd Unit: 104 Melbourne, Fl 32934	10/7/2025	Manufacturer	Commercial
Root Florida Insurance Company	999 Insurance - Citywide Melbourne, Fl 32901	10/9/2025	Insurance Company	City Wide (Mobile Vending, Soliciting-Canvassing)
United Fire & Casualty Company	999 Insurance - Citywide Melbourne, Fl 32901	10/9/2025	Insurance Company	City Wide (Mobile Vending, Soliciting-Canvassing)
Eckerd Youth Alternatives, Inc.	1600 Sarno Rd Unit: #201 Melbourne, Fl 32935	10/10/2025	Business Office	Commercial
Dapper Den Llc	1700 W New Haven Av Unit: 535 Melbourne, Fl 32904	10/14/2025	Barbershops	Commercial
Gorecki, Michael Christopher	466 N Harbor City Blvd Melbourne, Fl 32935	10/14/2025	Contractor: General	Commercial
Northboro Builders Inc	466 N Harbor City Blvd Melbourne, Fl 32935	10/14/2025	Professional Firm, Office, Clinic	Commercial
Joseph, Jeffery	2330 N Wickham Rd Unit: 10 Melbourne, Fl 32935	10/15/2025	Contractor: Swimming Pool/Finisher	Commercial
Deeba Llc	2447 N Wickham Rd Unit: 126 Melbourne, Fl 32935	10/15/2025	Merchants, Retail And Wholesale	Commercial
Luthra, Ashvi	1795 W Nasa Blvd Melbourne, Fl 32901	10/16/2025	Attorney	Commercial
Corner Sports Bar & Grill Llc	999 Mobile Food Citywide Melbourne, Fl 32901	10/17/2025	Mobile Food Dispensing Vehicle	City Wide (Mobile Vending, Soliciting-Canvassing)
Mendez, Rebeca	360 N Babcock St Unit: 104 Melbourne, Fl 32935	10/17/2025	Health Practitioner	Commercial
Space Coast Plumbing, Inc	450 Distribution Dr Melbourne, Fl 32904	10/17/2025	Professional Firm, Office, Clinic	Commercial
Mega Pro Services 321 Llc	914 St Clair St Unit: M68 Melbourne, Fl 32935	10/17/2025	Construction Service	Commercial
Djmtile Llc	816 Comanche Av Melbourne, Fl 32935	10/21/2025	Construction Service	Home Base Business

Arcadia Vista Pest Control Llc	2743 Amber Ct Melbourne, Fl 32935	10/22/2025	Exterminator, Pests, Termites	Home Base Business
Herrington, Kellie L	240 N Wickham Rd Unit: 102 Melbourne, Fl 32935	10/23/2025	Professional	Commercial
Bocinsky, John D	240 N Wickham Rd Unit: 104 Melbourne, Fl 32935	10/23/2025	Professional	Commercial
Harrison, Richard J	240 N Wickham Rd Unit: 108 Melbourne, Fl 32935	10/23/2025	Professional	Commercial
Crossett, Julie M	240 N Wickham Rd Unit: 102 Melbourne, Fl 32935	10/23/2025	Professional	Commercial
Mariano, Erin T	240 N Wickham Rd Unit: 104 Melbourne, Fl 32935	10/23/2025	Professional	Commercial
Canestrari Jr, Joseph J	240 N Wickham Rd Unit: 108 Melbourne, Fl 32935	10/23/2025	Professional	Commercial
Launchpad Pediatrics Llc	2025 W Eau Gallie Blvd Melbourne, Fl 32935	10/23/2025	Professional Firm, Office, Clinic	Commercial
Mooney, Daniel John	2025 W Eau Gallie Blvd Melbourne, Fl 32935	10/23/2025	Physician	Commercial
Raju, Bhaskar Nandimandalam	360 N Babcock St Unit: 104 Melbourne, Fl 32935	10/24/2025	Physician	Commercial
Caliber Air Solutions Llc	533 Magnolia Av Melbourne, Fl 32935	10/31/2025	Contractor: Air Conditioning	Home Base Business

Melbourne City Council
November 25, 2025
City Manager's Item Report

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

Subject:
An ordinance amending Chapter 52 of the Melbourne City Code providing for procedures for honorary street naming.

Background/Consideration:
At the January 14, 2025, Regular Council Meeting, Council directed staff to research the steps involved in establishing a program for honorary naming of sidewalks, crosswalks, and roadways. Staff found that Chapter 166 of the Florida Statutes empowers municipalities to adopt ordinances to name and rename streets, including honorary street naming. Therefore, the City's local ordinances may be amended to provide procedures for requesting and approving honorary street names for streets.

Staff has identified Chapter 52 of the City Code for incorporation of honorary street naming and related uniform criteria and procedures for consideration. The honorary street name is not intended to supplant the official name of the street, but rather be a commemorative secondary name that supplements the official name of the street. The benefit of honorary street naming is that it does not interfere with the addressing, emergency response due to confusion related to street naming, and doesn't require public notice related to official street naming/renaming.

As provided under the City Manager's Report at the July 8, 2025 Regular Council Meeting, it should be noted that no examples were found in the Florida Statutes or in other municipality's procedures for the formal or honorary naming of sections of sidewalks or crosswalks, with the exception being off-road pedestrian trails. Furthermore, staff does not advise use of this practice due to the potential negative impact this could have on emergency responses by creating situations where portions of infrastructure could have multiple names or references other than the official or honorary street name.

The Ordinance contains the specific process that will be utilized by staff and Council for making honorary name changes.

Fiscal/Budget Impact:
The cost of the new signage related to honorary street naming will vary depending on the number of approved applications received each year as well as the length of the street. The estimated cost for each honorary street sign is approximately $124 per sign and background check costs are

approximately $62 each. Funding source(s) will be determined with each honorary naming application.

Requested Action:
Approval of Ordinance No. 2025-51.

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer

Date: October 27, 2025

Re: An ordinance amending Chapter 52 "Street, Sidewalk and Other Public Places" of the City Code of Ordinances; specifically, Sections 52-6, providing for honorary street naming procedures

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This is an ordinance to amend Chapter 52 "Street, Sidewalk and Other Public Places" of the City Code of Ordinances; specifically, Section 52-6 “Procedure to initiate street, facility or park name changes; application fee”, providing for procedures for honorary street naming.

Background

At the January 14, 2025, Regular Council Meeting, Council directed staff to research the steps involved in establishing a program for honorary naming of sidewalks, crosswalks, and roadways. Upon research, staff found that there are several statutes that regulate street naming and renaming in the State of Florida. Section 336.05 of the Florida Statutes authorizes county commissioners to name and rename streets in unincorporated County areas. Section 177.142 of the Florida Statutes allows governing bodies to rename platted streets through a replat process or other official actions, normally in response to identifying offensive or derogatory names.

However, Chapter 166 of the Florida Statutes, through the Municipal Home Rule Powers Act, broadly empowers municipalities to adopt ordinances to name and rename streets, including honorary street naming. Therefore, the City's local ordinances provide procedures for requesting and approving honorary street names for streets, parks, facilities or any city-owned property.

Staff proposes an amendment to the existing street renaming ordinance, Section 52-6 which is similar in criteria and procedure. From time to time, as requested by City Council, it may be appropriate to name or rename a certain city-owned street to honor an individual person, group or entity. The proposed section of code for honorary street naming (or renaming) will provide uniform criteria and procedures for consideration of this purpose. The honorary street name is not intended to supplant to the official name of the street, but rather be a commemorative secondary name that supplements the official name of the street. The benefit of honorary street naming is that is does not interfere with the addressing changes required with the official street name change ordinance.

It should be noted that no examples were found in the Florida Statutes for the formal or honorary naming of sections of sidewalks or crosswalks. This may be due to the potential to negatively impact emergency response times when naming specific infrastructure assets within a street that could conflict with the official or honorary name of the street itself.

Below are the key points of the proposed ordinance for honorary street naming:

1. City Council may initiate an application by consensus of the city council. Such consensus shall constitute direction to the city manager and city attorney to prepare a resolution for an honorary naming of the street. Said resolution shall be classified as an "application," as that term is used herein.

2. The honorary street name criteria is similar to the official street name change criteria except for the following:

- Following a determination that the application is sufficient for consideration or a vote by the city council to initiate consideration, the city manager, or designee, shall review the application taking into consideration the applicable criteria and shall make a recommendation to the city council regarding the proposed change of name.

- City council consideration. Upon receipt of a sufficient and completed application, after a vote of the city council and the receipt by the city council of the recommendation of the city manager, or their designee, the city council shall hold a public hearing regarding the honorary naming. The city council meeting shall serve as the public hearing.

- Posting of honorary street names shall occur at the beginning and end of the limits identified for the honorary naming, along with being posted every 1,000 feet within the area of honorary naming.

- Any honorary name conferred by city council which is found to no longer meet the original assessment criteria shall be brought back for council consideration and potential rescission upon consensus of city council. Such rescission would occur by a resolution adopted by council.

- As with other resolutions this is subject to revision or termination by future council action.

Funding Impact
The cost of the new signage will vary depending on the number of successful applications received each year. The estimated cost for each honorary street sign is approximately $124 per sign and background check costs are approximately $62 each. Funding source(s) will be determined with each honorary naming application.

Recommendation
Recommend approval of Ordinance 2025-51, amending Chapter 52 "Street, Sidewalk and Other Public Places" of the City Code of Ordinances; specifically, Sections 52-6 “Procedure to initiate street, facility or park name changes; application fee”, providing for procedures for honorary street naming.

ORDINANCE NO. 2025-51

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 52 OF THE CITY CODE, ENTITLED “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES;” AMENDING SECTION 52-6, “PROCEDURE TO INITIATE STREET, FACILITY OR PARK NAME CHANGES; APPLICATION FEE” TO PROVIDE FOR AN HONORARY STREET NAMING PROCEDURE; MAKING FINDINGS; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, prior to 2025, the City of Melbourne had no formal, consistent and equitable policy for the honorary naming of city-owned streets under exclusive control of the city, including and without limitation, in honor of individual persons, groups or entities; and

WHEREAS, at its January 14, 2025 meeting, City Council directed staff to research the steps involved in establishing a program for the honorary naming of city-owned streets in honor of an individual, group or entity; and

WHEREAS, it is in the best interest of the citizens of the City of Melbourne for City Council to adopt an ordinance that establishes a consistent and equitable policy for the naming of city-owned streets in honor of individuals and groups; and

WHEREAS, Chapter 166 of the Florida Statutes, Municipal Home Rule Power Act, allows for the renaming of city street by ordinances, including honorary street naming.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 52-6 of the City Code of Melbourne, Florida is hereby amended to read as follows:

Sec. 52-6. Procedure to initiate street, facility or park name changes; application fee.

(a) Official street, facility or park name change.

(~~a~~1) *Application by city.* A proposal to change the official name of any private or public street or any public facility or park within the city may be initiated by a vote of the city council. Such vote shall constitute direction to the city manager and city attorney to prepare either an ordinance for a street

renaming or a resolution for a public facility or park renaming. Said ordinance or resolution shall be classified as an "application," as that term is used herein. Applications initiated by the city council shall be exempt from the requirements of subsections ~~(b), (c), (d), (e), and (f)(1)~~ (2), (3), (4), (5), and (6)(a.) of this section.

(~~b~~2) *Application by general public, real property owner, or other governmental agency.* Every applicant seeking to change the official name of any public or private street or any public facility or park, other than the city, including, but not limited to, an owner of real property within the city, a governmental entity other than the city, or other person, shall be required to file an application pursuant to the requirements of subsection ~~(c)~~ (3) of this section and to satisfy the requirements of subsections ~~(d), (e), and (f)~~ (4), (5), and (6) of this section.

(~~c~~3) *Application form.* A complete application for a change of the official name of a street or any public facility or park within the city shall be submitted to the city manager along with the consent to change street name form provided for in subsection ~~(d)~~ (4) of this section and an application fee of $200.00. All costs including notices, mailings, sign changes and associated costs shall be the responsibility of the applicant. When the city determines the costs to be greater than $200.00, an estimate will be provided to the applicant and payment for the difference shall be submitted for the application to be considered complete. Any unutilized funds will be returned to the applicant.

(~~d~~4) *Consent by adjacent property owners required for street name changes.*

~~(1)~~ a. For the purposes of this section, a property owner is defined as any individual, corporation, partnership, or other legal entity who owns in fee simple or holds a leasehold interest with a remaining term of 30 years or more in real property.

~~(2)~~ b. At least 70 percent by front footage of the property owners who own real property, any portion of which abuts the right-of-way/street segment which is subject to the application for name change, must execute a consent to change street name form which form shall be attached to the application. A person who has executed a consent form may at any time up until final passage of the ordinance request in writing that his signature be deleted from the consent form.

~~a.~~ 1. In determining if at least 70 percent of the property owners who own real property abutting the right-of-way/street segment which is subject to the application for name change have executed the consent form, the city shall ascertain the total number of front feet of real property abutting both sides of the right-of-way/street segment subject to the application. This number shall form a denominator of a fraction. The numerator shall be the total number of front feet abutting the right-of-way/street segment owned by persons executing the consent

form. If the fraction is not greater than 70 percent, then the application shall be deemed to be insufficient for further review and consideration. In computing the overall number of front feet of property which abuts the right-of-way/street segment subject to an application to change street name:

~~1.~~ i. Public streets and roadways owned by a governmental entity or property owned by the city shall not be considered; and

~~2.~~ ii. Private property which is contiguous at a point shall not be counted.

~~b.~~ 2. In determining whether a person executing a consent form is in fact a fee simple owner of real property able to consent to a street name change as provided herein, the city may use the latest ad valorem tax rolls prepared by the county at the time of receipt of the application or more current evidence of ownership in the form of a deed submitted to the city. No consent shall be valid if it is executed more than 120 days prior to the date of submission of the application to change street name, or if any of the information in subsection ~~(d)(3)~~ (4)(c) of this section is not completed.

~~(3)~~ c. The consent to change street name form shall be in a format provided by the city manager.

(~~e~~5) *Amendments by an applicant petitioning for change of name of city street, facility or park.* After the application has been filed, amendments are not permitted without the approval of the city council, or as otherwise permitted in this section.

(~~f~~6) *Criteria for renaming a street, facility or park.*

~~(1)~~ a. The following criteria shall be used by the city manager, or designee, to determine whether the city street, facility or park is eligible for official renaming:

~~a. The change of name of a city street shall not prove disruptive or adverse to the ability of emergency services, including police, fire paramedic, ambulance services, and the county's emergency 911 system, to respond to an emergency involving the life, safety, or health of any person.~~

~~b.~~ 1. If the request is to change the name of a private street, or a public street operated and maintained by other than the city, the city shall attempt to obtain consent to the name change from the owner/operator of the street.

~~c.~~ 2. Required consent from abutting property owners for a street name change, as required in subsection ~~(d)~~ (4), has been met.

~~d.~~ 3. The renaming of a street, facility or park name that has been in existence for 30 years or more will not be considered unless there is a compelling public safety reason.

~~e.~~ 4. Streets, facilities or parks that have already been renamed are not eligible for renaming again.

~~f.~~ 5. Duplicate street names will not be considered.

~~g.~~ 6. Proliferation of the same name for different city streets, facilities or parks shall be avoided.

~~h.~~ 7. Names that promote alcohol and tobacco products or political organizations shall not be considered.

~~i.~~ 8. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered.

~~(2)~~ b. The following additional guidelines shall be used by the city manager, or designee, to evaluate the request for renaming a city street, facility or park:

1. The change of name of a city street shall not prove disruptive or adverse to the ability of emergency services, including police, fire, paramedic, ambulance services, and the county's emergency 911 system, to respond to an emergency involving the life, safety, or health of any person.

~~a.~~ 2. The cost that the renaming will have on any other person that is or could be materially affected by the name change.

~~b.~~ 3. Use of recognized geographic names.

~~c.~~ 4. Use of natural historic features.

~~d.~~ 5. Cultural or historical significance to the city or surrounding neighborhood.

~~e.~~ 6. Preference to names of long established local usage and names that lend dignity to the street, facility or park.

~~f.~~ 7. When naming for a person:

~~1.~~ i. A biography and other relevant background information must be included.

~~2.~~ ii. The person must have achieved prominence as a result of his or her significant, positive contribution to the United States, state and/or to the local community.

~~3.~~ iii. The person must have been deceased for at least five years.

~~4.~~ iv. The person must not have been convicted of any felony or crime involving moral turpitude or had pending charges at the time of his or her death as verified by staff by performing a background check through the state department of law enforcement.

~~5.~~ v. If renaming for a living person, the person must have made significant contributions to the community for a period of greater than 25 years.

~~6.~~ vi. The person may not be a current city council member or city employee.

~~7.~~ vii. The person may have made a significant financial contribution to the city or to a specific facility or park.

~~(3)~~ c. Following a determination that the application is sufficient for consideration or a vote by the city council to initiate consideration as set forth in subsection (a)(1) of this section, the city manager, or designee, shall review the application taking into consideration the preceding criteria and shall make a recommendation to the city council regarding the proposed change of name.

(~~g~~7) *City council consideration.*

~~(1)~~ a. Upon receipt of a sufficient and completed application, as set forth above or after a vote of the city council pursuant to subsection (a)(1) of this section, as the case may be, and the receipt by the city council of the recommendation of the city manager, the city council shall hold a public hearing regarding the name change.

~~(2)~~ b. Courtesy notice.

~~a.~~ 1. A courtesy notice shall be prepared and mailed by the city to the property owners of record of any parcel of real property, any portion of which abuts, as described in subsection ~~(d)~~ (4) of this section, the right-of-way/street segment subject to consideration to have its name changed. Courtesy notices will

also be mailed to property owners of record within 500 feet of a facility or park that is being considered for renaming. Failure to mail the courtesy notice, failure to include all information in correct form or substance as required herein, or failure of the intended recipient to receive the notice shall not affect any proceeding or action taken with regard to an ordinance to change the name of any segment of any street. The property owners to whom the courtesy notice may be mailed shall be those property owners listed on the latest ad valorem tax rolls prepared by the county at the time of mailing of the courtesy notice. Mailing shall be by first class, United States mail, postage prepaid. Notice shall be deemed to have been given when the courtesy notice is deposited in the United States mail.

~~b.~~ 2. The courtesy notice shall state that a proposal has been made to change the name of a segment of a city street, facility or park, identify the existing and proposed name of the street, facility or park; the date when the change would go into effect; and the end points of the street segment affected. The notice shall also state the time, date and place of the proposed public hearing by the city council. The courtesy notice shall be mailed at least ten days prior to the second reading of an ordinance to accomplish a name change of the segment of a city street.

(b) Honorary street naming. From time to time, it may be appropriate to honor an individual person, group, or entity by bestowing an honorary name to a certain city-owned street. This section provides uniform criteria and procedures for this purpose. The honorary street name shall not supplant the official name of the street, but rather be a commemorative secondary name that supplements the official name of the street.

(1) *Application by city.* A proposal to add or change the honorary name of any private or public street within the city may be initiated by a consensus of the city council. Such consensus shall constitute direction to the city manager and city attorney to prepare a resolution for an honorary naming of the street. Said resolution shall be classified as an "application," as that term is used herein.

(2) The following criteria shall be used by the city manager, or designee, to evaluate the honorary naming:

a. The honorary name of a city street shall not prove disruptive or adverse to the ability of emergency services, including police, fire, paramedic, ambulance services, and the county's emergency 911 system, to respond to an emergency involving the life, safety, or health of any person.

b. The cost that the naming will have on any other person that is or could be materially affected by the name change.

c. Use of recognized geographic names.

d. Use of natural historic features.

e. Cultural or historical significance to the city or surrounding neighborhood.

f. Preference to names of long established local usage and names that lend dignity to the street.

g. When naming for a person:

1. A biography and other relevant background information must be included.

2. The person must have achieved prominence as a result of his or her significant, positive contribution to the United States, state and/or to the local community.

3. The person must have been deceased for at least five years.

4. The person must not have been convicted of any felony or crime involving moral turpitude or had pending charges at the time of his or her death as verified by staff by performing a background check through the state department of law enforcement.

5. If naming for a living person, the person must have made significant contributions to the community for a period of greater than 25 years.

6. The person may not be a current city council member or city employee.

7. The person may have made a significant financial contribution to the city.

(3) Following a determination that the application is sufficient for consideration or a vote by the city council to initiate consideration as set forth in subsection (b)(1) of this section, the city manager, or designee, shall review the application taking into consideration the preceding criteria and shall make a recommendation to the city council regarding the proposed honorary naming.

(4) City council consideration. Upon receipt of a sufficient and completed application, as set forth above or after a vote of the city council pursuant to

subsection (b)(1) of this section and the receipt by the city council of the recommendation of the city manager, or their designee, pursuant to subsection (b)(3), the city council shall hold a public hearing regarding the honorary naming.

(5) Posting of honorary street names shall occur at the beginning and end of the limits identified for the honorary naming, along with being posted every 1,000 feet within the area of honorary naming.

(6) Any honorary name conferred by city council which is found to no longer meet the original assessment criteria pursuant to subsection (b)(2) shall be brought back for council consideration and potential rescission upon consensus of city council. Such rescission would occur by a resolution adopted by council.

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.

SECTION 3. That this ordinance shall become effective immediately upon its adoption in accordance with 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 13th day of November, 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. 2025-51

Business Impact Estimate

To: Jenni Lamb, City Manager

From: James W. Ennis, City Engineer

Date: November 14, 2025

Re: Ordinance No. 2025-51 – [Honorary Street Naming]

Summary of the Proposed Ordinance

Ordinance No. 2025-51 serves to provide uniform criteria and procedures for honorary street naming in the City of Melbourne, amending Chapter 52 of the City Code, entitled "Streets, Sidewalks and Other Public Places"; amending Section 52-6, "Procedure to initiate street, facility or park name changes; application fee"; providing for revised procedures for street renaming and adding procedure for honorary street naming.

The honorary street naming criteria does not supplant the official name of the street, but rather provides a commemorative secondary name that supplements the official name of the street. The benefit of honorary street naming is that it does not interfere with the 911 addressing, emergency response, or require public notice related to official naming or renaming of the street. Therefore, no direct economic impacts on private, for-profit businesses are anticipated as a result of the proposed ordinance.

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

No direct economic impacts on private, for-profit businesses are anticipated as a result of the proposed ordinance.

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

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

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Engineering/Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	1
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.9.

Subject:
Construction contract award to L7 Construction, Inc., Longwood, FL and a Professional Engineering Task Order with CDM Smith Inc., Maitland, FL for the Pineda Causeway Booster Pump Station Chemical Storage and Feed Improvements, Project No. 31023.

Background/Consideration:
The Pineda Causeway Booster Pump Station constructed in 2011 and located on Pineda Causeway just east of Wickham Road, consists of a two (2) million-gallon ground storage tank and three (3) 60-horsepower vertical turbine pumps. The station provides storage, boosting, and re-pumping of treated drinking water into the City's water distribution system. The station does not currently provide chloramine chemical injection for the potable water distribution system. In response to growth and recent distribution system transmission improvements, the addition of a chloramine chemical storage and feed system at the station is necessary to improve water quality in the northern mainland and beachside water service areas.

The scope of work consists of constructing a chemical storage and feed canopy structure housing a 1,050-gallon liquid sodium hypochlorite bulk tank, a 405-gallon liquid ammonium sulfate bulk storage tanks, and chemical feed pumps. Piping, electrical, instrumentation, and control improvements will be constructed to serve the chemical injection system addition.

On October 21, 2025, the City received three (3) bids for the project. The apparent low bidder is L7 Construction, Inc., of Longwood, FL, who submitted a bid in the amount of $1,423,700. The bids were reviewed by the engineer of record, CDM Smith, Inc., along with City staff. The recommendation was made to award the contract to the lowest responsive and responsible bidder.

Additionally, a Task Order No. CDM-04 in the amount of $135,195 provides for engineering services during construction. Tasks consist of preparing conformed construction documents, performing contractor submittal reviews, reviewing pay requests, responding to requests for information, conducting monthly site visits, witnessing start-up and performance testing, preparing record drawings based upon contractor as-built drawings, and performing permit closeout.

The Notice to Proceed establishes the date on which the construction time commences. The contractor will have 300 days from that date to complete this project.

The agenda materials provide details about the project scope and time for completion of the project.

Fiscal/Budget Impact:
Project No. 31023 is adequately funded.

Requested Action:
a. Approval of a contract award to L7 Construction, Inc., Longwood, FL for the Pineda Causeway Booster Pump Station Chemical Storage and Feed Improvements, Project No. 31023 in the amount of $1,423,700.00.
b. Approval of Task Order No. CDM-04 to CDM Smith Inc., Maitland, FL for engineering services during construction in the amount of $135,195.00.

Memorandum

To: Jenni Lamb, City Manager

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

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

Date: October 28, 2025

Re: Bid Award Recommendation for Pineda Causeway Booster Pump Station Chemical Storage and Feed Improvements, Project No. 31023

On October 21 at 3:00 p.m., three (3) bids were received for the subject project. The bidders were as follows:

L7 Construction, Inc., Longwood, FL	$1,423,700.00
Petticoat-Schmidtt Civil Contractors, Inc., Jacksonville, FL	$1,469,000.00
Sawcross, Inc., Jacksonville, FL	$1,784,400.00

L7 Construction, Inc. of Longwood, Florida, was the lowest bidder in the amount of $1,423,700. CDM Smith (CDM), the engineer of record, performed a thorough review of the lowest bidder's references and recommends awarding the contract to the lowest bidder, L7 Construction, Inc. of Longwood, Florida.

Background

The Pineda Causeway Booster Pump Station, constructed in 2011 and located on Pineda Causeway just east of Wickham Road, consists of a two million-gallon ground storage tank and three (3) 60-horsepower vertical turbine pumps. The station provides storage, boosting, and re-pumping of treated drinking water into the City's water distribution system.

The station does not currently provide chloramine chemical injection for the potable water distribution system. In response to growth and recent distribution system transmission improvements, addition of a chloramine chemical storage and feed system at the station is necessary to improve water quality in the northern and beaches water service areas.

Scope of Work
The scope of work consists of constructing a chemical storage and feed canopy structure which will house a 1,050-gallon liquid sodium hypochlorite bulk tank, a 405-gallon liquid ammonium sulfate bulk storage tanks, and chemical feed pumps. Piping, electrical, instrumentation, and controls improvements will be constructed to serve the chemical injection system addition.

Guarantees
The contractor must provide a performance bond as a condition of contract approval. The performance bond guarantees that the project will be completed according to the specifications and in a timely manner. When the project is completed, the contractor must provide a maintenance bond to cover the project for two (2) years against defects in workmanship and materials.

Time for Completion
Following Council's approval, the contractor will be sent a Notice of Award and several copies of the contract. The contractor will have 15 days to provide the performance bond, insurance certificates, and signed contract. Upon receipt and review of the contract documents, Engineering staff will schedule a preconstruction conference. The contractor and other parties affected by the proposed construction will be invited to the meeting. The Notice to Proceed establishes the date on which the construction time commences. The contractor will have 300 days from that date to complete this project.

Penalties
The contractor will be subject to liquidated damages of $500.00 per day if the work is not completed within the 300-day contract period.

Engineering Services during Construction
Staff has requested a separate task order from CDM for engineering services during construction in the amount of $135,195.00. Task Order No. CDM-04 provides for delivery of conformed construction documents, performing contractor submittal reviews, review of pay requests, responding to requests for information, conducting monthly site visits, witnessing start-up and performance testing, preparing record drawings based upon contractor as-built drawings, and performing permit closeout.

Funding Aspects
Project No. 31023 is adequately funded.

Recommendations
Recommend award of construction contract to Gregori Construction, Inc., of Mims, Florida in the amount of $1,423,700.00 for Pineda Causeway Booster Pump Station Chemical Storage and Feed Improvements (City Project No. 31023). Recommend approval of Task Order No. CDM-04 for engineering services during construction in the amount of $135,195.00.

Cc: Dave Phares, Supt. Water Production
Waylon Locklear, Asst. Supt. Water Production
Kacie Black, Engineering Contracts Manager
Mary Bartusek, Admin. Asst. II
Robin Schaffroth, Utilities Budget & Procurement Spec.

1701 Highway A-1-A Suite 300
Vero Beach, Florida 32963
tel: 772 360-3197

November 4, 2025

Ms. Jennifer Spagnoli, P.E.
City of Melbourne
2885 Harper Road
Melbourne, Florida 32901

Subject:
Pineda Causeway Booster Pump Station Chemical Storage and Feed System Improvements (PN 31023)
Recommendation of Award

Dear Ms. Spagnoli:

Three (3) bids were received at the bid opening on October 21, 2025, for the Pineda Causeway Booster Pump Station Chemical Storage and Feed System Improvements project. After the bid opening, City staff verified each bid for completeness and prepared a bid tabulation which is attached to this letter for reference. The Bidders are listed in the table below in numerical order based on the low bidder first.

The three bids received on the Project are as follows:

Bidder	Bid Total Price Materials and Services
L7 Construction, Inc.	$1,423,700.00
Petticoat-Schmitt Civil Contractors, Inc.	$1,469,000.00
Sawcross, Inc.	$1,784,400.00

During review of the bids, CDM Smith and City staff observed a minor mathematical discrepancy in the bid form from Petticoat-Schmitt Civil Contractors, Inc in the amount of fifty dollars. The minor discrepancy did not alter the numerical order of the bids. The lowest bid received was from L7 Construction, Inc.

On November 3, 2025, CDM Smith and City staff had a call to review and discuss reference projects performed by the low bidder (L7 Construction, Inc.) and it was determined that the low bidder has satisfactorily completed work for similar projects.

CDM Smith has, therefore, determined that the low bidder, who, in our opinion, can undertake the work on the Pineda Causeway Booster Pump Station Chemical Storage and Feed System Improvements project, in a satisfactory and timely manner.

Accordingly, CDM Smith recommends the City award a construction contract to the lowest responsive and responsible Bidder, L7 Construction, Inc., in the amount of $1,423,700.00 for the construction of the Pineda Causeway Booster Pump Station Chemical Storage and Feed System Improvements project.

Please contact this office if you have any questions or need further assistance. We look forward to assisting the City in the successful construction and completion of this important project.

Sincerely,

Andrew Galvin, P.E., PMP
Project Manager
CDM Smith Inc.

Enclosure (Bid Tab)

cc: Thomas Baker, P.E. – City of Melbourne
Eric Grotke, P.E., BCEE – CDM Smith Inc.

City's Bid Opening Sheet				City of Melbourne		
Project Name: Pineda Causeway Booster Pump Station Chemical Storage & Feed System Improvements				Addendum:		
Project Number: 31023				1- 9/19/2025	2- 10/01/2025	3- 10/08/2025
Bid Opening Date and Time: October 21, 2024 @ 3:00 PM						
Engineer: T. Baker						
Bidder:	L7 Construction, Inc. 275 Hunt Park Cove Longwood, FL 32750	Petticoat-Schmitt Civil Contractors, Inc. 8014 Bayberry Road Jacksonville, FL 32256	Sawcross, Inc. 10970 New Berlin Road Jacksonville, FL 32226			
Description	Verified	Verified	Verified	Verified	Verified	Verified
BID BOND OR SECURITY	x	x	x			
ACKNOWLEDGED ADDENDUM	x	x	x			
COPY OF LICENSE (FL Cert. Underground Utility or GC)	x	x	x			
SIGNED DRUG-FREE WORKPLACE FORM	x	x	x			
TRENCH SAFETY AFFIDAVIT	x	x	x			
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	x	x	x			
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	x	x	x			
CERTIFICATION OF NON SEGREGATED FACILITIES	x	x	x			
ASSERTION OF PROPRIETARY INFORMATION	x	x	x			
CERTIFICATION REGARDING SCRUTINIZED COMPANIES	x	x	x			
AFFIDAVIT OF CONTRACTOR'S COMPLIANCE (e-VERIFY)	x	x	x			
AFFIDAVIT NO COERCION	x	x	x			
DISCLOSURE OF SUBCONTRACTORS	x	x	x			
CERTIFICATION REGARDING LOBBYING	x	x	x			
CONFLICT OF INTEREST CERTIFICATION	x	x	x			
FOREIGN COUNTRY OF CONCERN ATTESTATION	x	x	x			
PREVIOUS SIMILAR WORK COMPLETED	x	x	x			
TOTAL BID	$1,423,700.00	$1,469,000.00	$1,784,400.00			

CITY OF MELBOURNE
FLORIDA

BIDDING AND CONTRACT DOCUMENTS

AND CONSTRUCTION SPECIFICATIONS FOR

Pineda Causeway Booster Pump Station Chemical Storage & Feed System Improvements
ITB 31023-0-2025/kb

CITY PROJECT NO. 31023

September 2025

DIVISION “A”

INVITATION TO BID

INVITATION TO BID

Sealed proposals will be received by the City of Melbourne, Florida, through the Engineering Department, **900 East Strawbridge Avenue, Melbourne, Florida, 32901**, until **3:00 PM,** local time, **October 21, 2025,** at which time and place bids will be opened and publicly read for constructing **Pineda Causeway Booster Pump Station Chemical Storage & Feed System Improvements Project No. 31023** in the City of Melbourne, Florida.

DESCRIPTION OF WORK

The work includes furnishing all material, labor, and equipment necessary for constructing **Pineda Causeway Booster Pump Station Chemical Storage & Feed System Improvements.** All work is to be done in accordance to the plans and specifications of Project No. **31023.**

The work includes, but is not limited to demolition activities, construction of a metal building system, canopy, concrete structures, pads, walkways, a chemical storage and feed system, chemical injection quills, an inline static mixer and piping connections, electrical system, instrumentation and controls system, site improvements, and furnishing all material, labor, and equipment necessary for constructing PINEDA CAUSEWAY BOOSTER PUMP STATION CHEMICAL STORAGE & FEED SYSTEM IMPROVEMENTS. All work is to be done in accordance to the plans and specifications of Project No. 31023.

This project is not funded by state or federal funds.

The Contractor shall not subcontract more than 50% of the work based on the total contract price. Applicant may not utilize subcontractors for the role of project manager. The successful bidder must be able to show a past history of successfully completed potable water booster pump station with chemical feed utility projects that are compliant with the applicable permits and standards. Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement one of the following licenses and/or certifications:

1. Florida Registered or Certified General Contractor
2. Florida Registered or Certified Underground Utilities Contractor

Milestone	Date
Advertisement	September 18, 2025
Mandatory Pre-Bid Meeting	September 23, 2025
Deadline for Questions	October 7, 2025
Proposal Submittal	October 21 at 3:00 PM

A mandatory pre-bid meeting is scheduled at 1:00 PM on September 23, 2025 in Room 329 at 900 E Strawbridge Avenue, Melbourne, FL 32901.

Plans, specifications and contract documents will be open to inspection and may be obtained on CD at the City of Melbourne, Engineering Department, 3rd Floor, 900 East Strawbridge Avenue, Melbourne, FL 32901, or www.demandstar.com, or via email at OR kacie.black@mlbfl.org. Only complete sets of plans and specifications will be distributed. CD's may be obtained upon payment of $5.00 plus shipping. This payment will not be refunded.

All questions about the meaning or intent of this Invitation to Bid must be submitted in writing at least fourteen (14) calendar days prior to bid due date. All questions must be directed to the City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Attention: Kacie Black, Engineering Department, or Kacie.black@mlbfl.org. Only questions answered by formal written

addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Bidders in submitting their bids.

Bids must be accompanied by a cashier's check, bid bond or negotiable instrument in an amount not less than five percent of the bid. Bid bonds shall be countersigned by an agent having an established place of business in the State of Florida. No bid may be withdrawn for a period of 55 days after scheduled closing time for receipt of bids. Bidders must include one original and one copy of their submitted bid.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Minority and female-owned businesses are encouraged to apply. The City of Melbourne is an equal opportunity employer.

The Contractor shall comply with the City of Melbourne Code pertaining to Hometown Labor Law relating to all bidding requirements and contract awards of $100,000.00 or greater, that are completely funded by the City.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

An entity or an affiliate that has been placed on the Discriminatory Vendor List may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a building or public works; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not contract business with any public entity.

By signing this bid, the Bidder certifies, to the best of its knowledge or belief, that the Bidder and its principals have not been placed on the discriminatory vendor list. Bidders on the discriminatory vendor list may not submit a bid.

The City of Melbourne, Florida, reserves the right to reject any and all bids, and to waive technicalities and informalities.

END OF SECTION



DIVISION “C”

BID FORM

This is a bid of:
L7 Construction, Inc.
275 Hunt Park Cove Longwood, FL 32750

Ph:321-972-9325 Fax:407-732-7812
(Contractor/Address/Phone No./Fax No.)

DIVISION "C"

BID FORM
(Sealed Bids in Duplicate)

TO: Honorable Mayor and City Council

Pursuant to and in compliance with your Invitation to Bid ITB-31023-0-2025/kb under the bid letting date of 3:00:00 PM the Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **Pineda Causeway Booster Pump Station Chemical Storage & Feed System Improvements, PROJECT NO. 31023** located in Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any.

The total bid set forth below includes the total cost of completing the project as set forth in bid items. Items not specifically listed shall be included within the various bid items in the Bid Proposal.

The undersigned agrees to start work within ten (10) calendar days after written notice to proceed and reach substantial completion of the project within 300 consecutive calendar days. Upon receipt of the completion list issued by the City, the undersigned will then have thirty-five (35) consecutive calendar days to reach final completion.

If written notice of award of this bid is mailed, emailed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract and performance and payment bond in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the City provides the Notice of Award to the undersigned as the successful bidder.

Form For General Bid: Pineda Causeway Booster Pump Station Chemical Storage and Feed System Improvements					
Item No.	Description	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	135,900	$ 135,900.00
2	Clearing, Grubbing, and Site Access Preparation (includes erosion and sedimentation control)	1	LS	22,000	$ 22,000.00
3	Demolition	1	LS	13,000	$ 13,000.00
4	Painting and Coatings	1	LS	60,000	$ 60,000.00
5	Asphalt Pavement	1	LS	6,000	$ 6,000.00
6	Concrete Structures, Pads, and Walkways	1	LS	66,000	$ 66,000.00
7	Bollards	4	EA	1,700	$ 6,800.00
8	Pipe, Fittings, Valves, and Accessories	1	LS	90,000	$ 90,000.00
9	Sump Pumps and Grating	2	EA	7,500	$ 15,000.00
10	Inline Static Mixer	1	EA	43,000	$ 43,000.00
11	Chemical Injection Quills	2	EA	6,000	$ 12,000.00
12	Sodium Hypochlorite Tank	1	EA	50,000	$ 50,000.00
13	Ammonium Sulfate Tank	1	EA	43,000	$ 43,000.00
14	Sodium Hypochlorite Feed System	1	EA	73,000	$ 73,000.00
15	Ammonium Sulfate Feed System	1	EA	73,000	$ 73,000.00
16	Electrical Systems	1	LS	320,000	$320,000.00
17	Instrumentation & Controls	1	LS	150,000	$150,000.00
18	Metal Building System & Canopy	1	EA	190,000	$190,000.00
19	Project Closeout	1	LS	3,000	$ 3,000.00
20	Testing	1	LS	2,000	$ 2,000.00
21	Owner's Allowance for Unforeseen Conditions	1	LS	$50,000.00	$ 50,000.00
BID TOTAL PRICE MATERIALS & SERVICES				$	1,423,700.00
LS - Lump Sum; LF - Linear Feet; CF - Cubic Feet; CY - Cubic Yards; EA - Each					

Pay Items Notes:

1. Items not specifically listed shall be included within the various bid items to amount for a total cost in the Bid Proposal.
2. With the exception of Lump Sum (LS) Items, Quantities for the above-listed items are estimated for bidding purposes. Should the quantities of items that are Lump Sum (LS) of the work vary from the estimates shown, the bidder proposed to do the actual work at the unit bid prices indicated and the bidder understands that payment will be made on actual quantities accepted, at the unit bid prices. Unit prices shall be the total cost to the City, per unit of Work, and includes bidder's indirect costs and overhead and profit. The bidder will make no claim for anticipated profits for any decrease in quantities.
3. Payments will be made based upon installed, measured quantities.
4. No separate payment will be made for incidental work. The cost shall be included in the bid price for the above-listed items.

Notice of award should be mailed or delivered to the undersigned at the following address:

Address: 275 Hunt Park Cove

City Longwood State FL Zip code 32750

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of receipt of following addenda, if any:

No. 1 Dated 9/19/25

No. 2 Dated 9/29/25

No. 3 Dated 10/8/25

L7 Construction, Inc. (SEAL)
Company Name

275 Hunt Park Cove
Address

Longwood, FL 32750
City, State and Zip

By: _____
Signature – **MUST BE BLUE INK**
(If Bidder is a corporation, attach evidence of authority to sign.)

Brett Lefever President
Printed Name and Title

CGC1514056
License Number

N/A
Data Universal Number System (DUNS) number

C3

ADDENDUM NO. 1

CITY OF MELBOURNE, FLORIDA
PINEDA BOOSTER PUMP STATION CHEMICAL STORAGE AND FEED SYSTEM IMPROVEMENTS
SEPTEMBER 19, 2025

NOTE: Bidders must acknowledge Addendum Acknowledgment form of the bid documents.

The mandatory pre-bid meeting will be held at 1pm on September 23, 2025 at 2935 Pineda Causeway, Melbourne FL 32940.

ADDENDUM NO. 2

CITY OF MELBOURNE, FLORIDA
CITY PROJECT NO. 31023
PINEDA BOOSTER PUMP STATION CHEM. STORAGE AND FEED SYSTEM IMPROVEMENTS
SEPTEMBER 29, 2025

NOTE: Bidders must acknowledge Receipt of Addendum form on C-3 of the bid documents.

Questions/Answers:

1. Mandatory pre-bid meeting sign-in sheet is attached.

2. Is there an engineer's estimate amount available?
   The engineer's estimate will not be provided, but the project budget is $1.6M.

3. Will you please approve Poly Processing, LLC to be added as a manufacturer for the High Density Polyethylene Tanks in section 434143 of the above referenced project? No additional tank manufacturers are acceptable. The specified approved manufacturer remains.

ADDENDUM NO. 3

CITY OF MELBOURNE, FLORIDA
CITY PROJECT NO. 31023
PINEDA BOOSTER PUMP STATION CHEM. STORAGE AND FEED SYSTEM IMPROVEMENTS
OCTOBER 8, 2025

NOTE: Bidders must acknowledge Receipt of Addendum form on C-3 of the bid documents.

Questions/Answers:

1. Several components of spec section 012001 and 012200 seem to conflict and/or are very unclear in comparison to how the bid form is built. Some examples of this include the bid item for demolition, asphalt paving, sump pumps and grating, chemical injection quills. Also, some units do not match, for example, spec section 012200-2 part 3 section 3.1 B states the structural concrete for the chemical storage and feed system is to be paid in cubic yards but the bid item is given as an each. Please provide an updated spec section 012001 Price and Payment and 012200 Unit Prices that corresponds to the 21 bid items. Revised specification sections 012001 and 12200 are attached.

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SECTION 012001 - PRICE AND PAYMENT

PART 1 - GENERAL

SCHEDULE 0 - RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

SCHEDULE 1 - SUMMARY

A. Section Includes:

1. Lump sum prices.
2. Total Bid.
3. Payment.

SCHEDULE 2 - LUMP SUM PRICES

A. Payment of the lump sum price bid for Item No. 1 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for the transport, setup, and breakdown of all equipment related to the construction of the Pineda Causeway Booster Pump Station Chemical Storage and Feed improvements. Included in this item are all mobilization activities, including but not limited to scheduling, temporary facilities and controls, obtaining permits, indemnification, general conditions, and all other activities necessary to prepare to complete the contract work as shown in the drawings and as specified in Divisions 01 through 46. The payment for mobilization shall not exceed ten percent of the Total Bid Price, and payment shall be made at the contract unit price of a lump sum for mobilization in accordance with the schedule listed below.

Partial payment shall be made in accordance with the following:

Percent of Original Contract Amount Earned	Allowable Percent of Lump Sum Price for the Item
5	25
25	50
50	75
75	90
100	100

Payment will be made under Bid Item No. 1, Mobilization, per lump sum.

B. Payment of the lump sum price bid for Item No. 2 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for clearing, grubbing, site access preparation, erosion and sedimentation control, and furnishing and installing landscaping. This item includes tree removal, grubbing, site restoration, shrubs, trees, tree protection, ground cover, sod, mulch, silt fence, and all other work for a complete and proper installation as shown in the drawings and as specified in Divisions 01 through 46.

C. Payment of the lump sum price bid for Item No. 3 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for demolition. This item includes all demolition activities as shown in the drawings and as specified in Divisions 01 through 46.

D. Payment of the lump sum price bid for Item No. 4 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for paintings and coatings. This item includes all work for complete and proper installation of paint and coatings as shown in the drawings and as specified in Divisions 01 through 46.

E. Payment of the lump sum price bid for Item No. 5 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for asphalt paving. This item includes all work for complete and proper installation of asphalt pavement as shown in the drawings and as specified in Divisions 01 through 46.

F. Payment of the lump sum price bid for Item No. 6 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for the construction of concrete structures, pads, and walkways. This item includes all excavation, dewatering, sub-base preparation, forms, reinforcement, concrete, clean up, site restoration, finishing, testing, and all other work for a complete installation as shown in the drawings and as specified in Divisions 01 through 46.

G. Payment of the lump sum price bid for Item No. 8 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for furnishing and installing all pipe, fittings, valves, and accessories in place. This item includes all necessary pipe, fittings, valves, and accessories as shown on the drawings and not a part of a specific payment item including, boxes, coatings and linings, connections to mains, labor, equipment and materials for the furnishing and placing, dewatering, compaction, pipe bedding, backfilling, sheeting, restraints, detectable tape, clamps, harnessing, plugs and caps, adapters, excavation of all materials encountered, including rock, grubbing, surface restoration, disinfection and sterilization, temporary facilities for testing and tests, as shown in the drawings and as specified in Divisions 01 through 46

H. Payment of the lump sum price bid for Item No. 16 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for furnishing and installing all electrical systems. This item will include all electrical equipment shown on the Drawings but not included in other specific bid items. These include but are not limited to duct banks, raceways, conduit, panel boards, framing, supports, switchgear, conductors/wiring, pull/junction boxes, hand holes, motor control centers, automatic transfer switch, lighting panels, lights, grounding, lightning protection, wiring, and other work for a complete installation, as shown in drawings and specified in Division 01 through 46.

I. Payment of the lump sum price bid for Item No. 17 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for furnishing and installing all instrumentation and controls. This item will include all instrumentation and controls shown on

the Drawings but not included in other specific bid items. These include sensing and measuring devices, conduit, conductors/wiring, displays, controllers, and other work for a complete installation, as shown in drawings and specified in Division 01 through 46.

J. Payment of the lump sum price bid for Item No. 19 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for perform Project Closeout. Included in this item are all closeout activities including but not limited to, operation and maintenance submittals, punch list items, permit requirements, site restoration, clean up, lubrications, start up, submission of records, warranties, and certifications, demobilization, and other work associated with a proper project closeout.

K. Payment of the lump sum price bid for Item No. 20 shall constitute full compensation for all labor, materials, tools, equipment and incidentals necessary for perform testing. This item includes all testing to be conducted by an independent testing laboratory as specified in the Contract Documents. Payment will be as specified in Section 47 of the General Conditions.

SCHEDULE 3 - TOTAL BID

A. Part I covers the work of the General Contractor and should be calculated as the total price bid for materials and services.

SCHEDULE 4 - PAYMENT

A. Payment of the total price bid in the Form for General Bid for, shall fully compensate Contractor for furnishing all labor, materials, equipment and incidentals required to complete the work as outlined above and under Section 011000 “Summary”. Payment shall also include compensation for all other work required to complete the Project as described in the Contract Documents and not specifically mentioned under.

SCHEDULE 5 - EXTRA WORK

A. Extra work, if any, will be performed in accordance with Article 34 of the General Conditions and will be paid for in accordance with provisions of Article 35 of the General Conditions.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 012000

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SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 “Schedule of Unit Prices” Article contain requirements for materials described under each unit price.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 7 – Bollards:

1. Description: Furnish and install bollards in accordance with drawings and as specified in Divisions 01 through 46. This item includes excavation, dewatering, concrete, bollard, painting, clean up, and all other work for complete installation.
2. Unit of Measurement: Each.

B. Unit Price No. 9 – Sump Pumps and Grating:

1. Description: Furnish and install sump pumps and grating in accordance with drawings and as specified in Divisions 01 through 46. This item includes all work for complete installation of the sump pumps and grating.
2. Unit of Measurement: Each.

C. Unit Price No. 10 – Inline Static Mixer:

1. Description: Furnish and install inline static mixer in accordance with drawings and as specified in Divisions 01 through 46. This item includes all work for complete installation of the inline static mixer.
2. Unit of Measurement: Each.

D. Unit Price No. 11 – Chemical Injection Quills:

1. Description: Furnish and install chemical injection quills in accordance with drawings and as specified in Divisions 01 through 46. This item includes all work for complete installation of the chemical injection quills.
2. Unit of Measurement: Each.

E. Unit Price No. 12 – Sodium Hypochlorite Tank:

1. Description: Furnish and install sodium hypochlorite tank in accordance with drawings and as specified in Divisions 01 through 46. This item includes all work for complete installation of the sodium hypochlorite tank.
2. Unit of Measurement: Each.

F. Unit Price No. 13 – Ammonium Sulfate Tank:

1. Description: Furnish and install ammonium sulfate tank in accordance with drawings and as specified in Divisions 01 through 46. This item includes all work for complete installation of the ammonium sulfate tank.
2. Unit of Measurement: Each.

G. Unit Price No. 14 – Sodium Hypochlorite Feed System:

1. Description: Furnish and install sodium hypochlorite feed system in accordance with drawings and as specified in Divisions 01 through 46. This item includes but is not limited to the sodium hypochlorite pump skid, piping, emergency eyewash and shower stations, cleanup, and all other work for a complete installation.
2. Unit of Measurement: Each.

H. Unit Price No. 15 – Ammonium Sulfate Feed System:

1. Description: Furnish and install ammonium sulfate feed system in accordance with drawings and as specified in Divisions 01 through 46. This item includes but is not limited to the ammonium sulfate pump skid, piping, emergency eyewash and shower stations, cleanup, and all other work for a complete installation.
2. Unit of Measurement: Each.

I. Unit Price No. 18 – Metal Building System and Canopy:

1. Description: Furnish and install the chemical storage and feed system canopy in accordance with drawings and as specified in Divisions 01 through 46. This item includes but is not limited to precast concrete splash blocks, downspouts, metal roof panels, gutters, metal wall panels, and all other work for a complete installation
2. Unit of Measurement: Each.

END OF SECTION 012200

DIVISION "D"

CONSTRUCTION AGREEMENT & COMBINATION PERFORMANCE AND PAYMENT BOND

DIVISION "D"

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT made and entered into on the _____ day of _____, 20___, by and between, _____, herein called Contractor, and CITY OF MELBOURNE, herein called City,

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the City as follows:

1. The contract sum, subject to adjustment as provided herein, is $_____.

2. This Agreement includes, but is not limited to, the following Contract Documents: (Mark "X" where applicable)

- ☒ Division "A": Invitation to Bid
- ☒ Division "B": Instructions to Bidders
- ☒ Division "C": Bid Form
- ☒ Division "D": Construction Agreement
- ☒ Division "E": General Conditions
- ☒ Division "F": Technical Plans and/or Drawings
- ☐ Division "G": Federal and State Provisions (select applicable provisions)
  - ☐ Division "G": Federal and State Provisions – LAP Project (including Exhibit G-1 Specifications Package, Exhibit G-2 FHWA-1273 and Exhibit G-3 Title VI Assurances)
  - ☐ Division "G": Federal and State Provisions – ARPA Funded Project
  - ☐ Division "G": Federal and State Provisions – CDBG Project
  - ☐ Division "G": Federal and State Provisions – Other _____
- ☒ Division "H": Special Conditions

In the event of conflict between the Contract Documents, the following priority is established: (1) Construction Agreement executed by the Contractor and the City; (2) Special Conditions; (3) Federal and State Provisions, if any; (4) General Conditions; (5) Technical Specifications and Plans; (6) City's Invitation to Bid (and instructions to bidders), with supporting addenda; and (7) Contractor's bid but only to the extent responsive to City's invitation to bid.

3. That the Contractor shall furnish all materials and equipment and perform all of the work in the manner and to the full extent set forth in the Plans, Drawings and Specifications prepared for the City of Melbourne, Florida, for this project, and all other Contract Documents relative thereto, including among others the following: Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Combination

Performance and Payment Contract Bond, General Conditions, Plans and/or Drawings, Technical Specifications, Special Conditions, Federal and State Provisions (if applicable), and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein. The materials and the manner and extent of the work shall be to the satisfaction of the City or its duly authorized representative, who shall at all times have full opportunity to inspect the materials and the work to be done under this Agreement.

4. That the Contractor shall commence the work to be performed under this Construction Agreement on a date to be specified in a written order of the City and reach Substantial Completion of the project within 300 days from said date. The Contractor must reach Final Completion within thirty-five (35) consecutive calendar days of Contractor's Substantial Completion as determined by the City and upon receipt of the Completion List from the City.

5. Partial payments, final payment and the final retainage payment will be made by the City in accordance with the specifications set forth in General Condition 32 of the project specifications and the Florida Prompt Payment Act, unless Federal or State funding payment provisions differ, and are applicable, in which event the Federal or State funding payment provisions shall prevail.

6. Time is of the essence for this Contract and the work to be performed hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in four counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

WITNESSES:

Contractor_____

_____ Address_____
Printed Name

_____ _____
Signature

_____ By:_____(Seal)
Printed Name

_____ _____
Signature Title

CITY OF MELBOURNE, FLORIDA

_____
City Manager

ATTEST:

_____(Seal)
City Clerk

COMBINATION
PERFORMANCE AND PAYMENT BOND
Pineda Causeway Booster Pump Station Chemical Storage & Feed System Improvements - PROJECT NO. 31023

BOND NO. _____

STATE OF FLORIDA
COUNTY OF _____

ALL MEN BY THESE PRESENTS: That we, _____ _____, as Principal (hereinafter called "Contractor") and _____ as Surety (hereinafter called "Surety") are held and firmly bound unto CITY OF MELBOURNE, as Obligee (hereinafter called "City"), in the amount of _____ _____ Dollars ($_____) for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

All notices and communications required to be given hereunder shall be in writing and shall be sent by certified—United States Mail, postage pre-paid, addressed as follows:

OWNER: City of Melbourne, Attention: City Engineer, 900 East Strawbridge Avenue
Melbourne, Florida 32901 (321) 608-7300

CONTRACTOR: _____
[Business Name and Street Address]

_____
[City, State, Zip Code, and Telephone Number w/Area Code]

SURETY: _____
[Business Name and Street Address]

_____
[City, State, Zip Code, and Telephone Number w/Area Code]

PROJECT: _____
Melbourne, Florida

Any party hereto may change its address by notifying the other parties in writing of such changes.

WHEREAS, Contractor has by written agreement dated the _____ day of _____, 20_____, entered into a contract with City for certain construction work, a copy of which said contract is incorporated herein by reference and is made part hereof as fully as if copied herein (hereinafter called the "Contract").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Contractor shall fully, promptly and faithfully perform said contract and all obligations thereunder, including all obligations imposed by the Contract Documents, which may include, but are not limited to, the Plans, Drawings Specifications, Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Bonds, General Conditions, Federal and State Specifications (if applicable), Special Conditions, Technical Specifications, and all addenda, if any, now or hereafter issued, all of which are made a part of this Agreement as completely as if set forth herein. and such alterations thereof as may be made as provided for therein) and shall promptly make payment to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Contractor with labor, materials, or supplies used directly or indirectly by Contractor in the prosecution of the work provided in the Contract; and pays City all losses, damages, expenses, costs and attorneys fees, including appellate proceedings, that City sustains because of default by Contractor under the Contract; performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and shall perform all other covenants and obligations of this bond as set forth below, then this bond shall be void, otherwise, it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said City against and from all costs, expenses and damages, including litigation costs and attorneys' fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract; and shall indemnify and save harmless said City from all suits and acts of every nature and description arising out of the work to be performed under the Contract or of any material or materials used upon the work.

2. The undersigned agree to promptly pay to the City any difference between the sum to which the Contractor should be entitled on the completion of the Contract, and the sum which the City may be obligated to pay for the completion of said work by contract or otherwise, including all losses, expenses, costs, attorneys' fees, appellate court proceedings and damages (including, but not limited to, delay damages, direct or indirect damages, or consequential damages), which the City may sustain by reason of the failure of the Contractor to properly and promptly perform and abide by all of the terms, conditions, provisions and specifications of said Contract.

3. The undersigned covenants and agrees that no changes, in or under the Contract documents (including extension of time, alteration or addition to the terms, conditions, provisions and specifications of the Contract or to the work to be performed thereunder, or terms, conditions, provisions and specifications accompanying the same) and compliance or non-compliance with any formalities connected with the Contract or the changes, shall in any way affect Surety's obligation under this bond, and Surety does hereby expressly waive notice of any such changes, compliance or non-compliance.

4. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

5. If this bond is guaranteed by the SBA, the undersigned shall provide the City a copy of the approved 990 form.

Signed and sealed this _____ day of _____, 20_____.

WITNESS: (PRINCIPAL)/Contractor

_____ _____(SEAL)
[Signature]

_____ _____
[Printed Name/Title]

WITNESS: (SURETY)

_____ _____(SEAL)
[Signature]

_____ _____
[Printed Name/Title]

COUNTERSIGNED_____

_____
Title

END OF SECTION

TASK ORDER NO. CDM-04

CDM PROJECT NO.
CITY PROJECT NO. 31023

WATER PRODUCTION WELLFIELD IMPROVEMENTS
between
THE CITY OF MELBOURNE
and
CDM SMITH INC

This Task Order made and entered into this ____ day of _____, 2025 to that certain WATER PRODUCTION WELLFIELD IMPROVEMENTS, dated August 30, 2024, 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 CDM Smith Inc. of Maitland, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CONSULTANT.

Whereas, the CITY desires to authorize the CONSULTANT to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for the **Pineda Causeway Booster Pump Station Chemical Storage and Feed Improvements Engineering Services During Construction**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The CONSULTANT 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 569 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the CONSULTANT for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **$135,195** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the WATER PRODUCTION WELLFIELD IMPROVEMENTS. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the WATER PRODUCTION WELLFIELD IMPROVEMENTS.

All services shall be subject to and performed in accordance with this task order, the WATER PRODUCTION WELLFIELD IMPROVEMENTS**.** 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 CONSULTANT 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 WATER PRODUCTION WELLFIELD IMPROVEMENTS.

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

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

Approved by City Engineer
as to content:

_____
James Ennis, P.E.

_____
Jenni Lamb, City Manager

ATTEST:

_____
Kevin McKeown, City Clerk
(SEAL)

CDM SMITH INC.

_____
Eric J. Grotke, PE, BCEE, Vice President

EXHIBIT A

PROFESSIONAL SERVICES
FOR
CITY OF MELBOURNE
WATER PRODUCTION WELLFIELD IMPROVEMENTS
PINEDA CAUSEWAY BOOSTER PUMP STATION
STORAGE AND FEED IMPROVEMENTS
ENGINEERING SERVICES DURING CONSTRUCTION

City Project No._____
Task Order No. CDM-04

This Task Order, when executed, shall be incorporated in and become an integral part of the Water Production Well Improvements contract between the City of Melbourne, Florida (CITY), and CDM Smith Inc. (CONSULTANT), dated August 30, 2024, hereafter referred to as the Agreement.

BACKGROUND

The CITY owns and operates the Pineda Causeway Booster Pump Station (Pineda PS), located at 2935 Pineda Causeway Melbourne, Florida, as a storage/booster station. The construction of the Pineda PS was completed in 2010 (City Project No. 30202), and its design considered a future chemical storage and feed system. The CITY desires to move forward with construction of the chemical storage and feed system for the Pineda PS. The design and construction is similar to the chemical storage and feed system recently completed for the Canova Beach Pump Station improvement project (CITY Project No. 31418). The CONSULTANT has previously completed design, permitting and bidding assistance for a Chemical Storage and Feed System at the Pineda PS (Project).

This Task Order provides for professional engineering services during construction for the Project elements:

- Sodium hypochlorite and liquid ammonium sulfate bulk storage tanks and their corresponding feed pumps;
- Dimensional, functionality, and loading requirements for the pre-engineered metal canopy with open sides;
- Concrete chemical containment structure also serving as the foundation for the pre-engineered metal canopy;
- Emergency eyewash/shower units;
- Electrical and control equipment associated with the chemical feed system; and,
- Driveway improvements for chemical delivery truck access to the site.

The outline of services to be provided by CONSULTANT under this Task Order are listed below.

- Conformed Documents Preparation

- General Services During Construction
- Resident Engineering Services
- Project and Quality Management

The Scope of Services describes each of the above referenced tasks in more detail and defines the professional services to be provided, schedule development, and fee estimate for the Pineda Causeway Booster Pump Station Chemical Storage and Feed Improvements engineering services during construction project.

SCOPE OF SERVICES

TASK 1 – CONFORMED DOCUMENTS PREPARATION

After the contract has been awarded to the Contractor and after directive issued by CITY is received, CONSULTANT will develop conformed documents (technical specifications and drawings only) from the bidding documents. CONSULTANT will combine drawing and specification modifications by addenda into the conformed documents. After the documents are conformed, CONSULTANT will provide electronic files in PDF and AutoCAD format via electronic file transfer and hardcopies of the signed and sealed conformed documents to the CITY and to the Contractor. CONSULTANT will provide six (two for the CITY and four for Contractor's submittal to the City of Melbourne Building Department) of full-size (24 inches by 36 inches) hard copies drawing sets, two reduced size (11 inches by 17 inches) hard copies drawing sets, and three hard copies of the specifications to the CITY.

TASK 2 – GENERAL SERVICES DURING CONSTRUCTION

This task provides for general administrative services support during the construction phase of the project.

Subtask 2.1 Pre-Construction Meetings

Subtask 2.1.1 Contractor Pre-Construction Meeting

CONSULTANT staff will attend and participate in one pre-construction meeting with the Contractor and CITY staff to answer technical questions regarding the project construction. CONSULTANT will be responsible for preparing the meeting agenda, conducting the meeting, and preparing the meeting notes. CONSULTANT will transmit the conformed documents from Task 1 to the Contractor at this meeting.

Subtask 2.1.2 City of Melbourne Pre-Construction Meeting

CONSULTANT staff will attend and participate in one City of Melbourne pre-construction meeting which will be scheduled by the CITY as part of the CITY Site Plan Permit. CONSULTANT will answer technical questions regarding the project construction and will be responsible for preparing the meeting notes.

Subtask 2.2 Monthly Site Visits and Monthly Status Meetings

CONSULTANT's Project Manager (or CITY approved substitute) will attend monthly construction progress meetings and make visits to the site during each monthly construction progress meeting (9 construction progress meetings and site visits have been budgeted over the 16 month estimated construction duration to closeout) to observe, as an experienced and qualified design professional, the progress and the quality of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the Contract Documents. CONSULTANT will be responsible for preparing the monthly progress meeting agendas and preparing and distributing the monthly progress

meeting notes to the attendees. CONSULTANT will prepare and submit site visit reports to the CITY to document observations during the site visits. The CONSULTANT will observe construction activities, evaluate conformance with the Contract Documents and resolve design related issues with the Contractor through coordination with engineering disciplines and the CITY as needed, and as related to equipment installation, electrical system improvements and control system installation.

Subtask 2.3 Shop Drawing Submittal Reviews

CONSULTANT will assist CITY by providing review of project documents submitted by the Contractor. CONSULTANT will log, track, review, and process for final action shop drawings and other submittals which the Contractor is required to submit within the time frames of the Contract Documents. CONSULTANT will review of up to 30 shop drawings (submitted electronically) and an average of one resubmittal (submitted electronically) of each (for a total of 60 shop drawings submittal reviews). Additional resubmittals or shop drawings submittals beyond this quantity will need to be negotiated separately.

Subtask 2.4 Requests for Information (RFIs)/Clarifications

CONSULTANT will respond to Contractor RFIs related to the Contract Documents. CONSULTANT will also issue clarifications and act as initial interpreter of the requirements of the Contract Documents regarding the execution and progress of the work. Minor design or construction clarification issues that can be clarified by verbal comments during telephone conversations and/or site visit conversations will not be counted against the stated total RFIs. CONSULTANT will review and coordinate response of up to 10 RFIs. Additional RFIs will be negotiated separately.

Subtask 2.5 Application for Payment Review

CONSULTANT, based on on-site observations and qualified professional experience, will review applications for payment and accompanying data and schedules, determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts, related to the construction progressing to the point indicated by the Contractor. CONSULTANT will review up to 12 applications for payment. CONSULTANT will also review and provide comments on Contractor final pay request and reconciliation.

Subtask 2.6 Witness Start-Up and performance Testing

The construction Contractor will be responsible for arranging and conducting the startup test for the major equipment installed as part of construction. Consultant will review the submitted test plans and test reports from the suppliers for the pump equipment testing and review the certified performance testing results. CONSLULTANT will perform onsite observations of the startup and performance testing. For the purposes of engineering fee preparation, CONSULTANT has assumed the following personnel and on-site time duration for startup/performance testing:

- Process/Mechanical Engineer(s) – estimated total of 16 labor hours for up to two site visits.
- Electrical/Instrumentation Engineer – estimated total of 16 labor hours for up to two site visits.

Subtask 2.7 Substantial Completion and Final Acceptance, Permit Closeout Activities

CONSULTANT will conduct a substantial completion walk-through upon notification by the Contractor and assist CITY with the preparation of a punch list of items of work remaining to be completed. CONSULTANT will accompany CITY and conduct one final completion walk-through to confirm punch list items have been corrected.

Upon confirmation that all of the punch list items have been satisfactorily addressed, CONSULTANT will prepare for CITY and submit to FDEP final documentation for certification of construction completion for the project. CITY will sign as Owner and Operating Entity, as required.

Under this subtask, the CONSULTANT will also submit City of Melbourne As-Built Certification and Request for Final Inspection form.

Subtask 2.8 Record Drawings Preparation and Submittal

CONSULTANT will review as-built documentation prepared by the Contractor and provided by the CITY, for general conformance to the construction and suitability for project closeout. Using the as-built documentation, CONSULTANT will prepare and submit to CITY three hard copy sets of the Record Drawings with record stamp signed by the CONSULTANT as well as one electronic copy in ACAD (.dwg) and PDF (.pdf) format.

Subtask 2.9 Reviews and Approval of Vendor Operations and Maintenance (O&M) Manuals

CONSULTANT will review and comment on up to 8 Vendor O&M Manuals for the installed equipment submitted by the Contractor. CONSULTANT will review the manuals for consistency with project plans and specifications as well as the approved shop drawings for the applicable equipment. If individual O&M manuals are deemed acceptable by the CONSULTANT, they will be approved in writing. If CONSULTANT deems any specific O&M manual to be deficient and/or in error, CONSULTANT will notify Contractor, in writing, as to the noted deficiencies and/or errors.

Task 2 Deliverables:
Shop Drawing Reviews
RFI Responses
Monthly Contractor applications for payment reconciliation
Record Drawings
O&M Manuals

TASK 3 – FIELD OBSERVATION SERVICES

CONSULTANT shall provide a resident project representative (RPR) to provide field observation services of the proposed construction work. The RPR's duties are described in **Attachment 1**. The RPR will coordinate with the Contractor to be onsite on an as needed basis to observe major works in progress. The RPR expects to be onsite at least once a week to document the Contractor's progress and will use the Contractor's schedule and document field observations. CONSULTANT will provide up to 104 labor hours (13 working days x 8 hours/day) of RPR services during construction.

TASK 4 – PROJECT AND QUALITY MANAGEMENT

Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with CONSULTANT's standards and CITY's requirements expressed in the Agreement. Specific activities included are identified below.

Subtask 4.1 Project Management

Activities performed under this task consist of those general administrative functions required to provide for the project remaining on schedule, within budget, and that the quality of work deliverables defined herein are consistent with the CONSULTANT's quality management standards and the CITY's requirements as defined by the Agreement and this task order.

Subtask 4.2 Quality Management

CONSULTANT maintains a Quality Management System (QMS) on all projects. CONSULTANT will perform technical specialist reviews of technical deliverables and project quality meetings, for quality assurance and control, prior to transmitting documents to CITY.

DATA OR COORDINATION ASSWISTANCE TO BE PROVIDED BY THE CITY

City will be responsible for the following listed items and other items as specifically included in this Task Order:

- Provide the available and requested data to CONSULTANT.
- Provide awarded Contract Documents.
- Review of CONTRACTOR submittals.

BASIS FOR ESTIMATE

These services will be generally performed under the following basis, directives of the Request for Bid, and/or CITY-directed standards:

1. Project construction duration: 16 months are estimated between the start of Contractor's NTP to final acceptance of the Pineda Causeway Booster Pump Station Chemical Storage and Feed Improvements construction. This estimate is directly connected to the performance of the selected Contractor and their overall construction schedule. If the Contractor does not meet the project schedule or exceeds the estimated amount of time, the CONSULTANT reserves the right to negotiate with the CITY an amendment to this Task Order to make adjustments to original schedule and/or budget.
2. Contractor will be responsible for reimbursing CONSULTANT for all overtime incurred by CONSULTANT for work performed outside normal working hours, which are defined as Monday through Friday, 7:00 AM to 5 PM, in accordance with the Contract Documents.
3. Meeting agenda, meeting minutes, and schedule will be submitted to CITY electronically in PDF format.
4. CONSULTANT shall not be responsible for the acts or omissions of any construction Contractor, any construction Subcontractor, or any other person except CONSULTANT's own employees or subconsultants.
5. CONSULTANT shall not be responsible for construction CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto. CONSULTANT shall issue all technical instructions to the construction Contractor and shall interpret all technical requirements of the Contract Documents.
6. Contractor change orders and/or claims are not included in this Task Order and can be performed concurrently under supplemental services as required.
7. Contractor is responsible for the City of Melbourne Building Permit application submittal per the requirements of the approved Site Plan.
8. CONSULTANT reserves the right to seek additional compensation if additional walk-throughs are required to confirm that the work is complete.

TIME OF COMPLETION/SCHEDULE

CONSULTANT will begin working on the Scope of Services described herein within two weeks of receipt of a formal Task Order notice to proceed (Task Order NTP) and receipt of bidding documents from the CITY. The expected Task Order project duration is approximately 18 months from Task Order NTP to Project Closeout. The anticipated project schedule is shown in **Attachment 2** of this Task Order. CONSULTANT will prepare an updated detailed schedule within the first 30 calendar days after the Pre-Construction Meeting, based on the Contractor's construction project schedule and CITY'S scheduling requirement.

COMPENSATION AND PAYMENT

Compensation for work performed on Tasks 1, 2, and 4 shall be made on a lump sum basis in the amount of **$111,895**. Partial payments shall be made on a monthly basis in proportion to the percentage work completed. Work performed on Task 3 will be invoiced on a time and materials basis with a Not-to-Exceed (NTE) upper limit of $23,300. The actual labor time incurred will be invoiced based on the schedule of compensation rates presented in Exhibit A of the Agreement. Direct expenses will be invoiced on the actual costs incurred. For invoice purposes only, the value by task is shown in **Table 1**. The total NTE upper limit of this Task Order, Tasks 1 through 4 inclusive, is $135,195.

CONSULTANT will submit written monthly status reports with each invoice.

Table 1 – Task Value of Fee Description

Task	Description	Estimated Value	
		Lump Sum	Not-to-Exceed
Task 1	Conformed Documents Preparation	$13,310	
Task 2	General Services During Construction	$82,710	
Task 3	Field Observation Services		$23,300
Task 4	Project and Quality Management	$15,875	
	Subtotal =	**$111,895**	**$23,300**
	TOTAL (NOT-TO-EXCEED) =	**$135,195**	

ATTACHMENT 1

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY

OF RESIDENT PROJECT REPRESENTATIVE

1. GENERAL

Resident Project Representative is CONSULTANT'S Agent, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with CONSULTANT and Contractor, and dealings with Subcontractors shall only be through or with the full knowledge of Contractor. Written communication with CITY will be only through or as directed by CONSULTANT.

2. DUTIES AND RESPONSIBILITIES

Resident Project Representative will:

1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by Contractor and consult with CONSULTANT concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
3. Liaison:
   a. Serve as CONSULTANT'S liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the Contract Documents. Assist CONSULTANT in serving as CITY'S liaison with Contractor when Contractor's operations affect CITY'S on-site operations.
   b. As requested by CONSULTANT, assist in obtaining from CITY additional details or information, when required at the job site for proper execution of the Work.
4. Shop Drawings and Samples:
   a. Receive and record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by Contractor, and notify CONSULTANT of their availability for examination.
   b. Advise CONSULTANT and Contractor or his superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the CONSULTANT.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
   a. Conduct on-site observations of the Work in progress to assist CONSULTANT in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.

b. Report to CONSULTANT whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise CONSULTANT when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to CONSULTANT.

6. Interpretation of Contract Documents: Transmit to Contractor CONSULTANT's clarifications and interpretations of the Contract Documents.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to CONSULTANT.

8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all Addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as the case of observing test procedures. Send copies to CONSULTANT.

c. Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

9. Reports:

a. Furnish CONSULTANT periodic reports as required of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Report immediately to CONSULTANT upon the occurrence of any accident.

10. Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to CONSULTANT, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work,

verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to CONSULTANT for his review and forwarding to CITY prior to final acceptance of the Work.

12. Completion:
    a. Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
    b. Conduct final inspection in the company of CONSULTANT, CITY and Contractor and prepare a final list of items to be completed or corrected.
    c. Verify that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions of CONSULTANT, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on CONSULTANT'S authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not authorize CITY to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.

Melbourne City Council
November 25, 2025
City Manager's Item Report

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

Subject:
Consent Agenda

Background/Consideration:

a. Continuing Contract for Professional Engineering Services for Infrastructure Services, AtkinsRéalis USA, Inc., Melbourne, FL.

b. Continuing Contract for Professional Engineering Services for Site/Civil Services, Kimley-Horn and Associates, Inc., Melbourne, FL.

c. Continuing Contract for Professional Engineering Services for Utilities Services, Wade Trim, Inc., Palm Bay, FL.

d. Continuing Contract for Professional Engineering Services for Utilities Services, Infrastructure Engineering Group, Inc., Indian Harbour Beach, FL.

e. Increase to existing blanket purchase orders by $55,000 each for Crane Creek Reserve Golf Course and Harbor City Golf Course for chemicals and fertilizers, SiteOne Landscape Supply, LLC, Palm Bay, FL - total increase of $110,000.

f. Increase to existing blanket purchase orders by $55,000 each for Crane Creek Reserve Golf Course and Harbor City Golf Course for chemicals and fertilizers, Howard Fertilizer and Chemical Co, Inc., Dallas, TX - total increase of $110,000.

g. Purchase of two (2) replacement sand pumps for the Water Production Division, Carter VerPlanck, Tampa, FL - estimated cost of $77,920.

h. Purchase of a high service pump for the Water Production Division, Barney's Pumps Inc., Lakeland, FL - estimated cost of $94,601.

i. Contract award for security guard services for the Water Production Division, Security Operations & Solutions, Inc., Cocoa, FL - estimated annual cost of $227,146.80 and estimated total contract cost of $1,362,880.80.

j. Renewal of Pure Storage Evergreen Gold plus Pure Storage Chassis annual support and maintenance, Presidio Networked Solutions, Orlando, FL - $124,869.88.

k. Purchase of Beacon Mobile Hosting Fees, Badger Meter, Inc., Milwaukee, WI - estimated annual cost of $600,000.

l. **Resolution No. 4389**: A resolution adopting fourth quarter budget recommendations for the City's 2024-2025 budget.

m. **Resolution No. 4390:** A resolution appropriating $27,878 from the Law Enforcement Trust Fund (LETF) for legal costs related to property forfeiture proceedings.

Melbourne City Council
November 25, 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.a.

Subject:
Continuing Contract for Professional Engineering Services for Infrastructure Services, AtkinsRéalis USA, Inc., Melbourne, FL.

Background/Consideration:
The process to select a continuing consultant for professional services related to infrastructure on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate Professional Engineering Services for infrastructure work with AtkinsRéalis USA, Inc., of Melbourne, FL. AtkinsRéalis USA, Inc. was one of the selection committee's top choices to provide professional engineering services for the infrastructure discipline. This was a multi-award bid. No further contract awards under the infrastructure category will be made.

The scope of services includes general and specialty engineering services in support of infrastructure-related design, construction oversight, permitting, maintenance and operations for services in connection with roadway, sidewalk, bridge and park improvement projects.

The contract provides for a commencement date of November 25, 2025, subject to the effective date, and expires on November 24, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:
There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:
Approval of the Continuing Contract for Professional Engineering Services for Infrastructure to AtkinsRéalis USA, Inc., Melbourne, FL.

AGREEMENT FOR PROFESSIONAL SERVICES PROFESSIONAL ENGINEERING SERVICES - INFRASTRUCTURE

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and **AtkinsRéalis USA Inc.**, a Florida Profit corporation, whose mailing address is 2671 W. Eau Gallie Blvd Ste 104, Melbourne, FL 32935 hereinafter referred to as the **CONSULTANT.**

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	AtkinsRealis USA Inc. Kenneth Good, P.E. 2671 W. Eau Gallie Blvd Ste 104 Melbourne, FL 32935 Kenneth.good@atkinsrealis.com P:321-775-6230

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

☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☒ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements

☐ Exhibit B: Supplemental Provisions

☐ Exhibit C: Federal Compliance Provisions

☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (#_____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **November 25, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **November 24 , 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to ____2__ additional terms (each term consisting of _2__ years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

AtkinsRéalis USA Inc.
a Florida Profit corporation

_____ 11/14/2025
Signature Date
Name: Matthew Taylor
Title: Vice President

City Use Only
CCNA eligibility
- ☐ Defined project (Study > $35,000 or Project construction costs > $325,000)
- ☒ Continuing contract (study < $500,000 and project construction costs < $7,500,000)

Emergency purchase? ☐ Yes ☒ No

Commencement Date: _____**
** Note: But effective no earlier than last of the parties to execute
Expiration Date, subject to outstanding work orders: _____
Renewal: ☐ No
☒ Yes: ____2___terms (each term consisting of _2__ years)
Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

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

2. TERM OF AGREEMENT

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

3. RATES AND CHARGES

A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.
E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
F. CONSULTANT agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

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

7. TERMINATION

A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.

F. Upon receipt of such notice of termination, CONSULTANT shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.

G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.

H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.

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

J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

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

9. SCHEDULING AND ORDERS

A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.

B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.

C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.

D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.

C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.

D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
   (i) Items will not infringe on intellectual property rights;
   (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
   (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. DESIGN PROFESSIONAL INDEMNIFICATION

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

17. COMPLIANCE WITH LAWS

A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.

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

C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.

D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.

F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.

G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..

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

I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.

J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.

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

18. RETENTION AND AUDIT

A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..

B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.

C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
- Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
- Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
- Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
- Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto

C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**
CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

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

24. **HEADINGS**
The headings provided in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

25. **SURVIVAL**
The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. **TIME**
Time is of the essence in the performance of this Agreement.

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

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

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EXHIBIT A1

STATEMENT OF SERVICES
§

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

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:
Provide personnel and equipment for general and specialty engineering services in support of infrastructure related design, construction oversight, permitting, maintenance and operations for services in connection with roadway, sidewalk, bridge and park improvement projects including but not limited to:

- Review City's project budgets, prepare preliminary & final design documents consisting of design criteria, preliminary & final drawings, specifications, design calculations, alternative analysis, maintenance assessment & analysis, and recommendations for submittal to City for review and acceptance.
- Advise City of additional data or services which may be necessary to execute a project and assist in obtaining data and services.
- Attend council meetings, applicable board meetings, public meetings in association with assigned task orders.
- Provide advice to City regarding potential temporary construction, permanent easements and land acquisitions necessary to accommodate proposed utility construction and provide technical assistance to the City in obtaining such easements and/or land acquisition.
- Provide opinions of probable total project cost.
- Preparation of complete contract documents, final drawings to show the general scope, extend and character of the work to be furnished and performed by the contractor and specifications.
- Provide technical criteria, written descriptions and design data and prepare applications for City use in filing permits with or obtaining approvals of governmental authorities as have jurisdiction to approve the design of the project and assist the City in consultations with appropriate authorities.
- Provide advice to City of any necessary adjustments to the opinions of probable total project costs caused by changes in general scope, extent or character or design requirements of the project or construction costs.
- Prepare for review and approval by City, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions and bid forms, invitations to bid and instructions to bidders in submittal.
- Bidding services may be required, distribution of bid sets, preparation of addenda, preparation of bid tab, bid opening attendance, review of bidder references and recommendation of award.
- Provide for professional services during construction including attendance of preconstruction meetings, review of shop drawings and contractor submittals to ensure conformity to the plans and specifications, visits to the construction site, review of change order requests, approval of pay estimates, represent City in the interpretation of plans and specifications, furnish signed and sealed design drawings in paper and digital format as necessary for acquisition of any applicable permits for each construction contract and review changes during construction and provide the City approval of contractor provided signed and sealed as-built drawings.
- Provide any other related services in support of the design, construction, operation and maintenance of the City's roadway, pedestrian and public facilities.

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EXHIBIT A2

STANDARDS

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

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

· Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems

(July 2016)

· Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)

· Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)

· Florida Department of Transportation Standard Specifications for Road and Bridge Construction

· Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and

· Highways (Florida Greenbook)

· St. Johns River Water Management District

· Florida Department of Environmental Protection

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

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EXHIBIT A3

ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)

A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed $7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed $500,000.00.
B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.
C. Each individual Task Order in excess of $50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.
D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

TASK ORDER NO. ATK-I-2025-001

PROJECT NO. xx
CITY PROJECT NO. xx

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
AtkinsRéalis USA Inc.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES-**INFRASTRUCTURE,** dated November 25, 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 AtkinsRéalis USA Inc., of Melbourne, 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 **INFRASTRUCTURE**, 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-**INFRASTRUCTURE** 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 _____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 **$**_____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-**INFRASTRUCTURE**. 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-**INFRASTRUCTURE.**

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES-

INFRASTRUCTURE, 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-**INFRASTRUCTURE**.

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

Approved by City Engineer as to content:

_____
James Ennis, P.E., City Engineer

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

_____
Jenni Lamb, P.E. City Manager

Attest:

_____
Kevin McKeown, City Clerk

CONSULTANT

_____
FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

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

BILLING RATE SCHEDULE
PROFESSIONAL ENGINEERING SERVICES - INFRASTRUCTURE
CITY OF MELBOURNE

POSITION/TITLE	HOURLY RATE
Principal	$ 350.00
Project Manager	$ 250.00
Quality Manager	$ 305.00
Technical Manager	$ 275.00
Prof. Engineer IV	$ 265.00
Prof. Engineer III	$ 250.00
Prof. Engineer II	$ 210.00
Prof. Engineer I	$ 160.00
Jr. Engineer III	$ 160.00
Jr. Engineer II	$ 135.00
Jr. Engineer I	$ 120.00
Sr. Designer	$ 200.00
CAD Designer	$ 140.00
CAD Technician	$ 90.00
ITS Analyst	$ 145.00
Sr. Planner	$ 175.00
Prof. Surveyor	$ 140.00
Survey Technician	$ 130.00
Survey Crew Chief	$ 100.00
Survey Instrument Operator	$ 75.00
Intern	$ 90.00

RATES MAY BE ADJUSTED ANNUALLY

AtkinsRealis USA Inc.
October 1, 2025

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EXHIBIT A5

INSURANCE REQUIREMENTS

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

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

___x__ Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

Professional Liability Insurance /Errors and Omissions Insurance

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

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

__x____ Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

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

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

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

_____ Other insurance: _____

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

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

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

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

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

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

2. **Negotiated Procurement. (Mark applicable provision.**
   - ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.

   - ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed $7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed $500,000.00.

   - ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**
   No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

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

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

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

      If to the CITY

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

If to CONSULTANT:

AtkinsRéalis USA Inc.
2671 W. Eau Gallie Blvd. Ste 104
Melbourne, FL 32934

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

5. **Other Provisions**

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth on Exhibit A4 may be considered for escalation once annually upon the anniversary of the contract execution. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the contract. Review of proposed rates and charges is not a guarantee of acceptance. If approval cannot be achieved, issuance of future task orders will cease, and the contract will be terminated after all outstanding work is complete.

Exhibit A.10.A- In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities during the same time period "Standard of Care". CONSULTANT's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

PURSUANT TO §558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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EXHIBIT C

FEDERAL COMPLIANCE PROVISIONS

Not Applicable

EXHIBIT D

NEGOTIATED PROCUREMENT

Piggyback Provisions

Not Applicable

Melbourne City Council
November 25, 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.b.

Subject:
Continuing Contract for Professional Engineering Services for Site/Civil Services, Kimley-Horn and Associates, Inc., Melbourne, FL.

Background/Consideration:
The process to select a continuing consultant for the professional services related to Site/Civil engineering on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate Professional Engineering Services for Site/Civil work with Kimley-Horn and Associates, Inc., Melbourne, FL. Kimley-Horn and Associates, Inc. was one of the selection committee's top choices to provide professional engineering services for the Site/Civil discipline. This was a multi-award bid. No further contract awards will be brought forth for the Site/Civil discipline.

The scope of services includes general and specialty engineering services in support of civil engineering site-related design, construction oversight, permitting, maintenance and operations for services in connection with grading, drainage, development, facility, and stormwater improvement projects.

The contract provides for a commencement date of November 25, 2025, subject to the effective date, and expires on November 24, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:
There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:
Approval of the Continuing Professional Engineering Services Contract for Site/Civil Services, substantially in the form as presented, to Kimley-Horn and Associates, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES - SITE/CIVIL

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and Kimley-Horn and Associates, Inc., a Foreign Profit corporation, whose mailing address is 7341 Office Park Place, STE 102 Melbourne, FL 32940 hereinafter referred to as the **CONSULTANT.**

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	Kimley-Horn and Associates, Inc. Kinan Husainy, P.E. 7341 Office Park Place Ste 102 Melbourne, FL 32940 P: 321-430-1138

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

☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☒ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements

☐ Exhibit B: Supplemental Provisions

☐ Exhibit C: Federal Compliance Provisions

☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (#_____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **November 25, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **November 24, 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to ____2__ additional terms (each term consisting of _2__ years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

Kimley-Horn and Associates, Inc.
a Foreign Profit corporation

Brooke Arriaga NOV 19, 2025
Signature Date
Name: Brooke Arriaga
Title: Regional Contract Lead

City Use Only
CCNA eligibility
- ☐ Defined project (Study > $35,000 or Project construction costs > $325,000)
- ☒ Continuing contract (study < $500,000 and project construction costs < $7,500,000)

Emergency purchase? ☐ Yes ☒ No

Commencement Date: _____**
** Note: But effective no earlier than last of the parties to execute
Expiration Date, subject to outstanding work orders: _____
Renewal: ☐ No ☒ Yes: ____2___terms (each term consisting of _2__ years)
Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT incidental to the Services.

B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.

C. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.

D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.

E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.

F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

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

3. RATES AND CHARGES

A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.

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

C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.

D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.

E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.

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

D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.

E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.

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

G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

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

7. TERMINATION

A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.

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

C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.

F. Upon receipt of such notice of termination, CONSULTANT shall (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.

G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.

H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.

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

J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

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

9. SCHEDULING AND ORDERS

A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.

B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.

C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.

D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.

C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.

D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
   (i) Items will not infringe on intellectual property rights;
   (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
   (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. DESIGN PROFESSIONAL INDEMNIFICATION

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

17. COMPLIANCE WITH LAWS

A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.

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

C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.

D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.

F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.

G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..

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

I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.

J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.

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

18. RETENTION AND AUDIT

A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..

B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.

C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
- Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
- Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
- Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
- Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto

C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**
CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

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

24. **HEADINGS**
The headings provided in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

25. **SURVIVAL**
The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. **TIME**
Time is of the essence in the performance of this Agreement.

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

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

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EXHIBIT A1

STATEMENT OF SERVICES
§

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

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:

Provide personnel and equipment for general and specialty engineering services in support of site/civil related design, construction oversight, permitting, maintenance and operations for services in connection with grading, drainage, and stormwater improvement projects including but not limited to:

- Review City's project budgets, prepare preliminary & final design documents consisting of design criteria, preliminary & final drawings, specifications, design calculations, alternative analysis, maintenance assessment & analysis, and recommendations for submittal to City for review and acceptance.
- Advise City of additional data or services which may be necessary to execute a project and assist in obtaining data and services.
- Attend council meetings, applicable board meetings, public meetings in association with assigned task orders.
- Provide advice to City regarding potential temporary construction, permanent easements and land acquisitions necessary to accommodate proposed utility construction and provide technical assistance to the City in obtaining such easements and/or land acquisition.
- Provide opinions of probable total project cost.
- Preparation of complete contract documents, final drawings to show the general scope, extend and character of the work to be furnished and performed by the contractor and specifications.
- Provide technical criteria, written descriptions and design data and prepare applications for City use in filing permits with or obtaining approvals of governmental authorities as have jurisdiction to approve the design of the project and assist the City in consultations with appropriate authorities.
- Provide advice to City of any necessary adjustments to the opinions of probable total project costs caused by changes in general scope, extent or character or design requirements of the project or construction costs.
- Prepare for review and approval by City, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions and bid forms, invitations to bid and instructions to bidders in submittal.
- Bidding services may be required, distribution of bid sets, preparation of addenda, preparation of bid tab, bid opening attendance, review of bidder references and recommendation of award.
- Provide for professional services during construction including attendance of preconstruction meetings, review of shop drawings and contractor submittals to ensure conformity to the plans and specifications, visits to the construction site, review of change order requests, approval of pay estimates, represent City in the interpretation of plans and specifications, furnish signed and sealed design drawings in paper and digital format as necessary for acquisition of any applicable permits for each construction contract and review changes during construction and provide the City approval of contractor provided signed and sealed as-built drawings.
- Provide any other related services in support of the design, construction, operation and maintenance of the City's utility system.

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EXHIBIT A2

STANDARDS

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

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

· Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems (July 2016)

· Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)

· Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)

· Florida Department of Transportation Standard Specifications for Road and Bridge Construction

· Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and

· Highways (Florida Greenbook)

· St. Johns River Water Management District

· Florida Department of Environmental Protection

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

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EXHIBIT A3

ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)

A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed $7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed $500,000.00.

B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.

C. Each individual Task Order in excess of $50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.

D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

TASK ORDER NO. KH-C-2025-001

PROJECT NO. xx
CITY PROJECT NO. xx

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
KIMLEY-HORN AND ASSOCIATES, INC.

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SITE/CIVIL,** dated September XX, 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 KIMLEY-HORN AND ASSOCIATES., of MELBOURNE, 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 _____, 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- **SITE/CIVIL** 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 _____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 **$**_____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- **SITE/CIVIL**. 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- **SITE/CIVIL**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **SITE/CIVIL**, 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- **SITE/CIVIL**.

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

Approved by City Engineer as to content:

_____
James Ennis, P.E., City Engineer

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

_____
Jenni Lamb, P.E. City Manager

Attest:

_____
Kevin McKeown, City Clerk

CONSULTANT

_____
FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

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

Kimley»Horn

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate	Equivalent Classification Title Examples
Expert Witness	$400 - $430	Expert Witness
Analyst I	$145 - $175	Unlicensed college graduate – entry level: Engineering Tech., Environmental Tech., Planner
Analyst II	$185 - $220	Experienced Planner, Landscape Planner, Environmental Specialist, Certified Engineer Intern
Professional	$215 - $250	Min. four years exp., Planner, Environ. Scientist, Professional Engineer, Prof. Landscape Architect
Senior Professional I	$265 - $345	Min. seven years experience, Project Engineer, Senior Planner, Senior Environmental Scientist, Project Manager
Senior Professional II	$360 - $430	Min. eighteen years experience, Project Principal, Senior Project Manager, Chief Engineer, Quality Control Officer, Senior Engineer, Senior Planner, Senior Environmental Scientist
Senior Technical Support	$130 - $310	Senior Designer, Senior CADD Operator, GIS Technician
Technical Support	$105 - $180	Designer, CADD Operator, Design Intern
Support Staff	$95 - $160	Administrative, Clerical, Secretary

Effective through June 30, 2026

Subject to annual adjustment thereafter

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

780 S. Apollo Blvd.
Ste 220
Melbourne, FL 32901

PROFESSIONAL ENGINEERING SERVICES - CITY OF MELBOURNE

APPLIED ECOLOGY, INC.

2025-2026 Rate Schedule

Position Category	Billable Rate
Program Manager	$242.99
Sr. Project Manager	$222.66
Principal Scientist	$199.87
Principal Engineer	$211.27
Principal Geologist	$210.19
Senior Scientist	$180.62
Senior Engineer	$190.94
Environmental Scientist IV	$146.93
Environmental Scientist III	$119.34
Environmental Scientist II	$93.99
Environmental Scientist I	$84.51
Staff Engineer IV	$176.68
Staff Engineer III	$159.86
Staff Engineer II	$137.66
Staff Engineer I	$103.50
Geospatial Principal/ Programmer	$193.50
Senior GIS Analyst	$159.86
GIS Analyst	$111.18
GIS Technician	$81.43
Water Quality Specialist	$100.63
Environmental Technician	$73.27
Administrative Assistant	$81.28

780 S. Apollo Blvd
Ste 220
Melbourne, FL 32901

REIMBURSABLE OUT OF POCKET EXPENSES - CITY OF MELBOURNE ENGINEERING SERVICES

Applied Ecology, Inc. – 2025/2026

FIELD EXPENSES:	UNIT	RATE/UNIT
GENERAL FIELD EXPENSES		
GPS Unit handheld	Day	$35.00
GPS Unit SxBlue with iPhone/table	Day	$100.00
GPS Trimble R2 Unit (cm mode)	Day	$150.00
Digital Camera	Day	$15.00
Underwater Digital Camera/ GoPro Style Camera	Day	$25.00
Generator	Day	$100.00
Drainage Structure Inventory (manhole popper, safety cones, lighting, etc.)	Day	$25.00
Field Phone/Tablet	Day	$25.00
Field Laptop	Day	$35.00
WATER RESOURCES EXPENSES		
Water Level Meter	Day	$35.00
Water Quality Meter (YSI style multi parameter) with flow-cell	Day	$60.00
Myron L Multiparameter Meter	Day	$50.00
Portable Turbidity Meter	Day	$45.00
Field Sampling Supplies (decon, jars, bottles, foil, disposables, etc.)	Day	$50.00
Ice, DI water, Calibration standards, Gloves	Day	$35.00
Disposable Bailers - General	Each	$20.00
Disposable Bailers - PFAS Free	Each	$25.00
Tubing - LDPE	Per Foot	$0.35
Tubing - Silicone	Per Foot	$3.75
Field Sampling Inline 0.2/0.45 micron (or similar) Filters	Each	$50.00
Isotope Supplies (filters, vials, syringes)	Day	$25.00
Peristaltic Pump	Day	$75.00
Centrifugal Pump (Trash Pump)	Day	$55.00
Van Dorn/Alpha Bottle	Day	$50.00
Swivel Dip Cup	Day	$20.00
Secchi Disk	Day	$20.00
Autosampler (ISCO style)	Month	$600.00
Autosampler with Modem	Month	$750.00
Autosampler Rain Gauge/Tipping Bucket	Month	$150.00
Hydrological Flow/Stage Sensors (Autosampler)	Month	$350.00
Data Loggers Stage Water Level/Temperature	Month	$250.00
Data Loggers Conductivity/DO	Month	$350.00
Muck thickness poles/sediment probing set	Day	$45.00
Lake Bottom Seepage Meters (fabrication/preparation)	Month	$150.00
Temporary Well Installation	Each	$200.00

780 S. Apollo Blvd
Ste 220
Melbourne, FL 32901

REIMBURSABLE OUT OF POCKET EXPENSES - CITY OF MELBOURNE ENGINEERING SERVICES (continued)

Applied Ecology, Inc. – 2025/2026

FIELD SEDIMENT/SOIL EXPENSES		
Soil Hand Auger Set	Day	$50.00
Soil/Sediment Sampling Supplies (bowl, spoon, trowel, etc.)	Day	$15.00
Sediment Core Sampler	Day	$150.00
Sediment core Sleeves (2-ft)	Each	$30.00
Sediment core Sleeves (4-ft)	Each	$50.00
Ekman Sampler	Day	$75.00
Petite Ponar Sampler	Day	$75.00
Munsell Color Code	Per Sample	$25.00
Push Point Probes	Day	$50.00
Core Logs	Each	$135.00
FIELD NATURAL RESOURCES EXPENSES		
Aquatic and Terrestrial Survey Transect Kits	Week	$30.00
Sherman Small Animal Traps	Week	$30.00
Small Animal Keeper	Week	$30.00
Acoustic Recorder (Bats)	Week	$750.00
Bucket Traps	Week	$35.00
Hasting Pole (up to 50')	Day	$50.00
Transport Totes	Week	$25.00
Frotus (Vegetation Harvesting)	Day	$25.00
Stakes, Marking Tape, others	Day	$40.00
Wildlife Camera	Day	$40.00
FIELD VEHICLES AND VESSELS		
Specialized Field Truck 4x4 - tow package	Day	$135.00
John Boat / Carolina Skiff	Day	$175.00
Deck Boat	Day	$400.00
Canoe/Kayak	Day	$75.00
UTV	Day	$150.00
ATV	Day	$120.00
Diving Boat Gear (dive flag, transect tape with reel, etc.)	Day	$35.00
Diving Gear (tanks, regulator, wetsuit, fins, etc.) per person	Day	$125.00
DRONE EXPENSES:		
Short Operation - 3 Flights	Day	$600.00
Long Operation - Up to 6 Flights - Requires Generator (addl. Charge)	Day	$950.00

780 S. Apollo Blvd
Ste 220
Melbourne, FL 32901

REIMBURSABLE OUT OF POCKET EXPENSES - CITY OF MELBOURNE ENGINEERING SERVICES (continued)

Applied Ecology, Inc. – 2025/2026

SHIPPING AND SPECIALIZED FIELD SUPPLIES	UNIT	RATE/UNIT
Portable Disk Drive	Each	$125.00
Sample Cooler Shipping to lab - overnight	Each	$100.00
Shipping Materials (dry ice, postage, etc.) - Price will Vary	Each	$1.00
Biobase Subscription Use	Waterbody	$400.00
Express Lab Delivery	Trip	$100.00
REPRODUCTION EXPENSES:		
PHOTOCOPIES:	**UNIT**	**RATE/UNIT**
B/W Copies – 8½"x11"	Copy	$0.15
B/W Copies – 11"x17"	Copy	$0.30
Color Copies – 8½" x 11"	Copy	$1.40
Color Copies – 11" x 17"	Copy	$3.50
FULL SIZE PLANS AND PLOTS (PLANS, PUBLIC MEETINGS, ETC.):	**UNIT**	**RATE/UNIT**
24"x36" B/W Plot	Sheet	$35.00
24"x36" Color Plot	Sheet	$50.00
36"x48" B/W Plot	Sheet	$50.00
36"x48" Color Plot	Sheet	$80.00

CITY OF MELBOURNE – RFQ-2025-0-2025/KB – PROFESSIONAL ENGINEERING SERVIES-SITE/CIVIL

In the most recent reporting period, L&S Diversified, LLC, had the following multipliers, which are submitted to be used on this Contract.

Base Rate	100.00%
Total Overhead Rate	185.86%
Subtotal	285.86%
Profit (12%)	34.30%
Overall Multiplier	**320.16%**

Position	Houry Rate	Mutiplier	Billable Rate
Professional Surveyor and Mapper (PSM)	$67.91	3.20	$217.31
Survey/SUE Project Manager	$49.45	3.20	$158.24
Mapping Technician	$31.45	3.20	$100.64
Survey - Crew Chief	$35.25	3.20	$112.80
Survey - I-man	$23.00	3.20	$73.60
Survey - Rodman	$17.86	3.20	$57.15
2-Person Survey Field Crew	$58.25	3.20	$186.40
3-Person Survey Field Crew	$76.11	3.20	$243.55
SUE Technician	$35.33	3.20	$113.06
2 Person SUE Field Crew	$70.66	3.20	$226.11
3-Person SUE Field Crew	$105.99	3.20	$339.17

"Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes."

Sherry L. Manor, PSM, President October 7, 2025

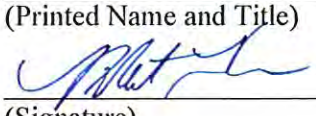
City of Melbourne – Professional Engineering Services
Hourly Rates

As requested, the following is our current personnel hourly rates for projects with the City of Melbourne. These rates will be used throughout the duration of the Contract:

Individual classifications for personnel hourly rates are as follows:

Classification	Billable Rate
Chief Engineer	$280.00
Principal Engineer/ Scientist/ Principal Consultant	$250.00
Sr. Project Engineer/ Manager/Scientist	$225.00
Project Engineer/ Manager/Scientist	$165.00
Staff Engineer/Scientist	$140.00
Senior Engineer Technician	$90.00
Engineering Technician	$75.00
CADD Technician	$90.00
Secretarial/Clerical	$75.00

Robert Trompke/Principal Consultant
(Printed Name and Title)


(Signature)

10/15/2025
(Date)

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EXHIBIT A5

INSURANCE REQUIREMENTS

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

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

___x___ Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

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

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

__x____ Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

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

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

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

_____ Other insurance: _____

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

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

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

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

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

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

2. **Negotiated Procurement. (Mark applicable provision.**
   - ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.

   - ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed $7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed $500,000.00.

   - ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**
   No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

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

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

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

      If to the CITY

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

If to CONSULTANT:

Kimley-Horn and Associates, Inc.
7341 Office Park Place Ste 102
Melbourne, FL 32940

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

5. Other Provisions

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth on Exhibit A4 may be considered for escalation once annually upon the anniversary of the contract execution. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the contract. Review of proposed rates and charges is not a guarantee of acceptance. If approval cannot be achieved, issuance of future task orders will cease, and the contract will be terminated after all outstanding work is complete.

Exhibit A.10.A- In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities during the same time period "Standard of Care". CONSULTANT's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

PURSUANT TO §558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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EXHIBIT C

FEDERAL COMPLIANCE PROVISIONS

Not Applicable

EXHIBIT D

NEGOTIATED PROCUREMENT

Piggyback Provisions

Not Applicable

Melbourne City Council
November 25, 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.c.

Subject:
Continuing Contract for Professional Engineering Services for Utilities Services, Wade Trim, Inc., Palm Bay, FL.

Background/Consideration:
The process to select a continuing consultant for the professional services of utilities on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate Professional Engineering Services for utilities work with Wade Trim, Inc., of Palm Bay, FL. Wade Trim, Inc. was one of the selection committee's top choices to provide professional engineering services for the utilities discipline. This was a multi-award bid. Additional contract awards will be brought forth individually.

The scope of services includes general and specialty engineering services in support of utility-related design, construction oversight, permitting, maintenance and operations for services in connection with water distribution, wastewater collection, and reclaimed water improvement projects.

The contract provides for a commencement date of November 25, 2025, subject to the effective date, and expires on November 24, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:
There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:
Approval of the Continuing Contract for Professional Engineering Services for Utilities Services, substantially in the form as presented, to Wade Trim, Inc., Palm Bay, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES - UTILITIES

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and Wade Trim, Inc., a Florida Profit corporation, whose mailing address is 3790 Dixie Hwy NE, Ste D, Palm Bay, FL 32905 hereinafter referred to as the **CONSULTANT.**

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	Wade Trim, Inc. Michael Demko, P.E. 3790 Dixie Hwy NE Ste D Palm Bay, FL 32905 mdemko@wadetrim.com P: 321-249-2147

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

☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☒ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements

☐ Exhibit B: Supplemental Provisions

☐ Exhibit C: Federal Compliance Provisions

☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (#_____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **November 25, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **November 24, 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to 2 additional terms (each term consisting of 2 years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

Wade Trim, Inc.
a _____corporation

Dennis Prevo 11-19-2025
Signature Date
Name: Dennis Prevo
Title: Senior Vice President

City Use Only
CCNA eligibility
- ☐ Defined project (Study > $35,000 or Project construction costs > $325,000)
- ☒ Continuing contract (study < $500,000 and project construction costs < $7,500,000)

Emergency purchase? ☐ Yes ☒ No

Commencement Date: _____**
** Note: But effective no earlier than last of the parties to execute
Expiration Date, subject to outstanding work orders: _____
Renewal: ☐ No
☒ Yes: 2 terms (each term consisting of 2 years)
Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

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

2. TERM OF AGREEMENT

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

3. RATES AND CHARGES

A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.
B. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges paid by CONSULTANT shall be stated separately on CONSULTANT's invoice and borne by CONSULTANT. In the event that CITY is prohibited by law from remitting payments to the CONSULTANT unless CITY deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then CITY shall duly withhold such taxes and shall remit the remaining net invoice amount to the CONSULTANT. CITY shall not reimburse CONSULTANT for the amount of such taxes withheld.
C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.
D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.
C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.
E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.
F. CONSULTANT agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.
G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

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

7. TERMINATION

A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.
B. CITY may terminate this Agreement upon written notice to CONSULTANT in the event CONSULTANT defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.

F. Upon receipt of such notice of termination, CONSULTANT shall (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.

G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.

H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.

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

J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

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

9. SCHEDULING AND ORDERS

A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.

B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.

C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.

D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.

C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.

D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
   (i) Items will not infringe on intellectual property rights;
   (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
   (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. DESIGN PROFESSIONAL INDEMNIFICATION

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

17. COMPLIANCE WITH LAWS

A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.

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

C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.

D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will ba performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.

F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.

G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..

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

I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.

J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.

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

18. RETENTION AND AUDIT

A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..

B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.

C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
- Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
- Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
- Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
- Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto

C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**
CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

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

24. **HEADINGS**
The headings provided in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

25. **SURVIVAL**
The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. **TIME**
Time is of the essence in the performance of this Agreement.

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

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

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EXHIBIT A1

STATEMENT OF SERVICES
§

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

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:

Provide personnel and equipment for general and specialty engineering services in support of utility related design, construction oversight, permitting, maintenance and operations for services in connection with water distribution, wastewater collection, and reclaimed water improvement projects including but not limited to:

- Review City's project budgets, prepare preliminary & final design documents consisting of design criteria, preliminary & final drawings, specifications, design calculations, alternative analysis, maintenance assessment & analysis, and recommendations for submittal to City for review and acceptance.
- Advise City of additional data or services which may be necessary to execute a project and assist in obtaining data and services.
- Attend council meetings, applicable board meetings, public meetings in association with assigned task orders.
- Provide advice to City regarding potential temporary construction, permanent easements and land acquisitions necessary to accommodate proposed utility construction and provide technical assistance to the City in obtaining such easements and/or land acquisition.
- Provide opinions of probable total project cost.
- Preparation of complete contract documents, final drawings to show the general scope, extend and character of the work to be furnished and performed by the contractor and specifications.
- Provide technical criteria, written descriptions and design data and prepare applications for City use in filing permits with or obtaining approvals of governmental authorities as have jurisdiction to approve the design of the project and assist the City in consultations with appropriate authorities.
- Provide advice to City of any necessary adjustments to the opinions of probable total project costs caused by changes in general scope, extent or character or design requirements of the project or construction costs.
- Prepare for review and approval by City, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions and bid forms, invitations to bid and instructions to bidders in submittal.
- Bidding services may be required, distribution of bid sets, preparation of addenda, preparation of bid tab, bid opening attendance, review of bidder references and recommendation of award.
- Provide for professional services during construction including attendance of preconstruction meetings, review of shop drawings and contractor submittals to ensure conformity to the plans and specifications, visits to the construction site, review of change order requests, approval of pay estimates, represent City in the interpretation of plans and specifications, furnish signed and sealed design drawings in paper and digital format as necessary for acquisition of any applicable permits for each construction contract and review changes during construction and provide the City approval of contractor provided signed and sealed as-built drawings.
- Provide any other related services in support of the design, construction, operation and maintenance of the City's utility system.

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EXHIBIT A2

STANDARDS

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

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

· Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems

· (July 2016)

· Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)

· Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)

· Florida Department of Transportation Standard Specifications for Road and Bridge Construction

· Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and

· Highways (Florida Greenbook)

· St. Johns River Water Management District

· Florida Department of Environmental Protection

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

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EXHIBIT A3

ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)

A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed $7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed $500,000.00.
B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.
C. Each individual Task Order in excess of $50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.
D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

TASK ORDER NO. WT-U-2025-001

PROJECT NO. xx
CITY PROJECT NO. xx

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

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES,** dated September XX, 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 WADE TRIM,INC., of Palm Bay, 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 _____, 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- **UTILITIES** 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 _____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 $_____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- **UTILITIES**. 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- **UTILITIES**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES**,

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- **UTILITIES**.

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

Approved by City Engineer as to content:

_____
James Ennis, P.E., City Engineer

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

_____
Jenni Lamb, P.E. City Manager

Attest:

_____
Kevin McKeown, City Clerk

CONSULTANT

_____
FIRM SIGNATORY

EXHIBIT A4

NEGOTIATED RATES

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

Wade Trim Billing Rate Schedule
Water
With Equipment Billed Separately
Effective January 2025

Labor Class Code	Classification Title	2025 Rate Per Hour**
299.1	Professional Engineer VI	$ 260.00
299	Professional Engineer V	$ 235.00
298	Professional Engineer IV	$ 210.00
297	Professional Engineer III	$ 185.00
296	Professional Engineer II	$ 165.00
295	Professional Engineer I	$ 150.00
294.2	Engineer VI	$ 210.00
294.1	Engineer V	$ 185.00
294	Engineer IV	$ 175.00
293	Engineer III	$ 150.00
292	Engineer II	$ 130.00
291	Engineer I	$ 120.00
248	Professional Planner V	$ 200.00
247	Professional Planner IV	$ 190.00
246	Professional Planner III	$ 165.00
245	Professional Planner II	$ 140.00
244	Professional Planner I	$ 125.00
243	Planner III	$ 120.00
242	Planner II	$ 100.00
241	Planner I	$ 85.00
258	Professional Landscape Architect V	$ 220.00
257	Professional Landscape Architect IV	$ 200.00
256	Professional Landscape Architect III	$ 180.00
255	Professional Landscape Architect II	$ 145.00
254	Professional Landscape Architect I	$ 125.00
253.2	Landscape Architect V	$ 195.00
253.1	Landscape Architect IV	$ 165.00
253	Landscape Architect III	$ 135.00
252	Landscape Architect II	$ 110.00
251	Landscape Architect I	$ 90.00
266	Professional Scientist III	$ 160.00
265	Professional Scientist II	$ 130.00
264	Professional Scientist I	$ 100.00
263	Scientist III	$ 125.00
262	Scientist II	$ 110.00
261	Scientist I	$ 80.00
287	Professional Surveyor IV	$ 215.00
286	Professional Surveyor III	$ 200.00
285	Professional Surveyor II	$ 165.00

Wade Trim Billing Rate Schedule
Water
With Equipment Billed Separately
Effective January 2025

Labor Class Code	Classification Title	2025 Rate Per Hour**
284	Professional Surveyor I	$ 140.00
283	Surveyor III	$ 125.00
282	Surveyor II	$ 105.00
281	Surveyor I	$ 85.00
786	Survey Technician VI	$ 130.00
785	Survey Technician V	$ 115.00
784	Survey Technician IV	$ 100.00
783	Survey Technician III	$ 85.00
782	Survey Technician II	$ 75.00
781	Survey Technician I	$ 65.00
716	Construction Technician VI	$ 180.00
715	Construction Technician V	$ 135.00
714	Construction Technician IV	$ 115.00
713	Construction Technician III	$ 100.00
712	Construction Technician II	$ 90.00
711	Construction Technician I	$ 80.00
726	CADD Technician VI	$ 150.00
725	CADD Technician V	$ 125.00
724	CADD Technician IV	$ 115.00
723	CADD Technician III	$ 105.00
722	CADD Technician II	$ 90.00
721	CADD Technician I	$ 80.00
736	Engineering Specialist II	$ 200.00
735	Engineering Specialist I	$ 165.00
734.2	Engineering Technician VI	$ 185.00
734.1	Engineering Technician V	$ 160.00
734	Engineering Technician IV	$ 140.00
733	Engineering Technician III	$ 105.00
732	Engineering Technician II	$ 90.00
731	Engineering Technician I	$ 80.00
758	Project Specialist V/Manager	$ 225.00
757	Project Specialist IV/Manager	$ 215.00
756	Project Specialist III/Manager	$ 185.00
756.2	Project Specialist II/Manager	$ 165.00
756.1	Project Specialist I/Manager	$ 150.00
755.2	Project Specialist IV	$ 185.00
755.1	Project Specialist III	$ 165.00
755	Project Specialist II	$ 155.00
754	Project Specialist I	$ 120.00

Wade Trim Billing Rate Schedule
Water
With Equipment Billed Separately
Effective January 2025

Labor Class Code	Classification Title	2025 Rate Per Hour**
753.2	Project Aide V	$ 190.00
753.1	Project Aide IV	$ 175.00
753	Project Aide III	$ 160.00
752	Project Aide II	$ 105.00
751	Project Aide I	$ 80.00
203	Senior Principal	$ 380.00
202	Principal	$ 360.00
201	Senior Professional	$ 300.00

Outside expenses and subconsultants at cost times 1.15.

Special billing rates will apply in matters requiring expert witnesses or other consulting as it relates to legal matters.

**For services requiring overtime, rates with be 1.5 x hourly rate

Reviewed and Revised Annually

EXHIBIT A5

INSURANCE REQUIREMENTS

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

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

___x___ Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

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

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

__x____ Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

____x__ Commercial General Liability Insurance.
The CONSULTANT shall maintain in force for the duration of the contracted period

Commercial General Liability Insurance which must include coverage for acts and omissions of the CONSULTANT as well as its agents, servants, employees and subcontractors, with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $100,000 per claim. The policy shall be written on an occurrence basis, not claims made.

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

_____ Other insurance: _____

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

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

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

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

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

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

2. **Negotiated Procurement. (Mark applicable provision.**
   - ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.

   - ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed $7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed $500,000.00.

   - ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**
   No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

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

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

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

   If to the CITY

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

   If to CONSULTANT:

   Wade Trim, Inc.
   Michael Demko, P.E.

3790 Dixie Hwy NE Ste D
Palm Bay, FL 32905

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

5. Other Provisions

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth on Exhibit A4 may be considered for escalation once annually upon the anniversary of the contract execution. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the contract. Review of proposed rates and charges is not a guarantee of acceptance. If approval cannot be achieved, issuance of future task orders will cease, and the contract will be terminated after all outstanding work is complete.

Exhibit A.10.A- In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities during the same time period "Standard of Care". CONSULTANT's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

PURSUANT TO §558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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EXHIBIT C

FEDERAL COMPLIANCE PROVISIONS

Not Applicable

EXHIBIT D

NEGOTIATED PROCUREMENT

Piggyback Provisions

Not Applicable

Melbourne City Council
November 25, 2025
City Manager's Item Report

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

Subject:
Continuing Contract for Professional Engineering Services for Utilities, Infrastructure Engineering Group, Inc., Indian Harbour Beach, FL.

Background/Consideration:
The process to select a continuing consultant for professional services related to infrastructure on a continuing contract basis began on March 28, 2025, with a public advertisement requesting qualifications from interested professional consulting firms. The Professional Services Request for Qualifications was grouped into five (5) categories: Utilities, Site/Civil, Infrastructure, Geotechnical/Lab and Survey. On July 8, 2025, Council authorized the City Manager to negotiate Professional Engineering Services for infrastructure work with Infrastructure Engineering Group, Inc., of Indian Harbour Beach, FL. Infrastructure Engineering Group, Inc. was one of the selection committee's top choices to provide professional engineering services for the Utilities discipline. This was a multi-award bid. Additional contract awards will be brought forth individually.

The scope of services includes general and specialty engineering services in support of utility-related design, construction oversight, permitting, maintenance and operations for services in connection with water, wastewater and reclaimed water improvement projects.

The contract provides for a commencement date of November 25, 2025, subject to the effective date, and expires on November 24, 2028. The contract is renewable for up to two (2) additional two-year terms.

Fiscal/Budget Impact:
There is no fiscal impact at this time. Services to be provided for specific projects will be defined as task orders to this original contract. Approval of the task orders will follow purchasing thresholds as defined in City Code.

Requested Action:
Approval of the Continuing Contract for Professional Engineering Services for Utilities to Infrastructure Engineering Group, Inc., Indian Harbour Beach, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
PROFESSIONAL ENGINEERING SERVICES - UTILITIES

This **AGREEMENT FOR PROFESSIONAL SERVICES** (this "Agreement") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and Infrastructure Engineering Group, LLC, a Florida Limited Liability Company, whose mailing address is 2020 Highway A1A, Unit 107 Indian Harbour Beach, FL 32937 hereinafter referred to as the **CONSULTANT.**

CITY CONTACT:	CONSULTANT CONTACT:
Engineering Dept James Ennis, P.E City Engineer City of Melbourne 900 East Strawbridge Ave Melbourne, FL 32901 Email:james.ennis@mlbfl.org P: 321-321-608-7300/F: 321-608-7319	Infrastructure Engineering Group, LLC Thomas Vill, P.E. 2020 Highway A1A, Unit 107 Indian Harbour Beach, FL 32937 tvill@ieg.engineering P: 321-704-1221

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

☒ Exhibit A: Standard Terms and Conditions of Agreement for Professional Services (Std Version 5/15/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Standards
- ☒ Exhibit A3. Additional Provisions for Continuing Contract
- ☒ Exhibit A4. Negotiated Rates
- ☒ Exhibit A5. Insurance Requirements

☐ Exhibit B: Supplemental Provisions

☐ Exhibit C: Federal Compliance Provisions

☒ Exhibit D: Negotiated Procurement
- ☒ City's Solicitation for Professional Services (#RFQ-2025-0-2025/KB) dated March 25, 2025, as modified by addenda (the "Solicitation") and CONSULTANT's Responsive Submittal dated May 16, 2025, but only to the extent responsive to CITY's Solicitation, as the case may be (the "Submittal")
- ☐ Piggyback Provisions (Continuing Contract Only) with attached source contract between _____ and Consultant titled _____ (#_____) dated _____,

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on **November 25, 2025** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on **November 24, 2028** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to ____2__ additional terms (each term consisting of _2__ years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

Infrastructure Engineering Group, LLC,
a Florida corporation

Thomas M Vill 11-11-2025
Signature Date
Name: Thomas M. Vill, PE
Title: Authorized Member

City Use Only
CCNA eligibility
- ☐ Defined project (Study > $35,000 or Project construction costs > $325,000)
- ☒ Continuing contract (study < $500,000 and project construction costs < $7,500,000)

Emergency purchase? ☐ Yes ☒ No

Commencement Date: _____ **
** Note: But effective no earlier than last of the parties to execute
Expiration Date, subject to outstanding work orders: _____
Renewal: ☐ No
☒ Yes: ___2__ terms (each term consisting of _2__ years)
Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

A. "Item(s)" means any goods or items, including intellectual property, provided by CONSULTANT incidental to the Services.

B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.

C. "Task Order" is CITY's document setting forth specific Services to be rendered and Notice to Proceed information.

D. "Notice to Proceed" means CITY's authorization for CONSULTANT to provide the Services defined in accordance with the CITY's Task Order sent to CONSULTANT.

E. "Service(s)" means the work which CONSULTANT is to perform for CITY as set forth in Exhibit A1 in compliance with the Standards of Exhibit A2.

F. "Expiration Date" is defined as set forth on the first page of this Agreement.

2. TERM OF AGREEMENT

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

3. RATES AND CHARGES

A. Rates and charges set forth on Exhibit A4 shall remain fixed for the duration of this Agreement except as provided herein.

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

C. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONSULTANT.

D. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.

E. CITY reserves the right to have CONSULTANT's records inspected and audited to ensure compliance with this Agreement. At CITY's option or upon CONSULTANT's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONSULTANT is found to not be complying with this Agreement in any way, CONSULTANT shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONSULTANT's failures to abide by the obligations of this Agreement shall be reported to CITY.

4. INVOICING AND PAYMENT

A. Payment for Services as specified in this Agreement shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). CITY will not pre-pay for Services not yet performed; CONSULTANT shall not submit an invoice for services not yet performed. The proper invoice shall be submitted on a form provided by the CITY and available on the CITY's website, which form must be completed to identify the project, Task Order, description of Services provided, dates of Services provided, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, CONSULTANT must render proper invoice to the City of Melbourne, Engineering Dept via email to Engineering@MLBFL.org, unless otherwise directed to deliver an original invoice to City Engineering, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

B. CONSULTANT shall be responsible for and hold the CITY harmless for any and all payments to CONSULTANT's vendors or subcontractors utilized in the performance of the Services.

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

D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Agreement.

E. No payments shall be made in advance of acceptance of services not covered under this Agreement nor for Services not acceptable to CITY.

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

G. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION

All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, CONSULTANT on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Agreement beyond the date of termination.

6. NON-EXCLUSIVITY

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

7. TERMINATION

A. CITY may terminate this Agreement or any Task Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONSULTANT.

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

C. Notwithstanding the foregoing, CITY may immediately terminate

this Agreement, without providing CONSULTANT with notice of default or an opportunity to cure, if CITY determines that CONSULTANT has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONSULTANT but without an opportunity to cure if CITY determines CONSULTANT knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONSULTANT's submittal or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.

E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONSULTANT if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.

F. Upon receipt of such notice of termination, CONSULTANT shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Agreement.

G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONSULTANT but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONSULTANT's claims, the CITY shall be entitled to all work and materials paid for.

H. Before assuming any payment obligation under this section, the CITY may inspect CONSULTANT's work in process and audit all relevant documents prior to paying CONSULTANT's invoice.

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

J. Notwithstanding anything else in this Agreement, failure to meet the performance date(s) in this Agreement shall be considered a material breach of contract and shall allow CITY to terminate the orders for the Services and/or any subsequent orders in the Task Order without any liability.

8. FORCE MAJEURE

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

9. SCHEDULING AND ORDERS

A. CONSULTANT shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.

B. CITY may place any portion of an order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.

C. CITY shall have no obligation with respect to the purchase of Services under this Agreement until such Services are specified in an issued Task Order.

D. CONSULTANT, in performing work under this Agreement, shall provide and maintain during the life of this Agreement, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Agreement.

10. DESIGN PROFESSIONAL STANDARDS

A. In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

B. CONSULTANT shall meet the descriptions and specifications provided on Exhibit A1 and the Standards stated in Exhibit A2. CONSULTANT shall use due care in performing its services and shall have due regard for acceptable professional standards and principals.

C. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONSULTANT's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONSULTANT's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Agreement or specifications, whether provided by CITY or furnished with the Item, may be returned to CONSULTANT at CONSULTANT's risk and expense and, at CITY's request, shall immediately be corrected or replaced.

D. To the extent Items are provided by CONSULTANT, CONSULTANT represents that:
   (i) Items will not infringe on intellectual property rights;
   (ii) CONSULTANT has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances; and
   (iii) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONSULTANT, and to any other agreed-to specifications.

11. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, CONSULTANT is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, CONSULTANT will be solely responsible for determining the means and methods for performing the required Services. CONSULTANT shall have complete charge and responsibility for personnel employed by CONSULTANT; however, the CITY reserves the right to instruct CONSULTANT to remove from the CITY's premises immediately any of CONSULTANT's personnel who are in breach of Paragraph 17 herein. Such removal shall not relieve CONSULTANT's obligation to provide Services under this Agreement.

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, computers, test equipment, and other materials furnished or paid for by CITY shall: (i) remain or become the CITY's property; (ii) be used by CONSULTANT exclusively for CITY's Orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at CONSULTANT's expense; and (v) be shipped to CITY promptly on demand.

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. DESIGN PROFESSIONAL INDEMNIFICATION

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

17. COMPLIANCE WITH LAWS

A. CONSULTANT shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Agreement. Lack of knowledge by CONSULTANT shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONSULTANT's personnel providing Services to the CITY.

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

C. CONSULTANT represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONSULTANT shall provide documentation thereof, including but not limited to copies of CONSULTANT's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONSULTANT's subcontractors for the past twenty-four (24) months.

D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONSULTANT shall establish appropriate procedures and controls so no services or products under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. CONSULTANT shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095, Fla. Stat.

E. Public Entity Crimes Statement. CONSULTANT represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from submittal for a period of thirty-six (36) months. CONSULTANT acknowledges the continuous duty to disclose to the CITY if CONSULTANT or any of its affiliates are placed on the convicted vendor list.

F. CONSULTANT shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the performance of work and Services and provision of Items.

G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc. v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONSULTANT certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONSULTANT has falsely certified facts under this sub-paragraph or if CONSULTANT is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Agreement, CITY will have all rights and remedies to terminate this Agreement consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat..

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

I. Foreign Country of Concern. CONSULTANT represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.

J. Environmental and Social Govemment and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

K. CONSULTANT agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONSULTANT will perform only those Services identified on Exhibit A1 and, to the extent located on City premises, will work only in areas designated for such Services. CONSULTANT shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.

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

18. RETENTION AND AUDIT

A. CONSULTANT understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONSULTANT agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..

B. The CITY reserves the right to audit the records of CONSULTANT for the Services and Items provided under this Agreement at any time during the performance and term of this Agreement and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONSULTANT agrees to submit to an audit by an independent certified public accountant selected by CITY. CONSULTANT shall allow CITY to inspect, examine and review the records of CONSULTANT in relation to this Agreement at any and all times during normal business hours during the term of this Agreement. Records relating to the performance of this Agreement shall be made available to CITY for audit upon reasonable notice.

C. A request to inspect or copy public records relating to this Agreement for Services must be made directly to the CITY and CONSULTANT shall not release a public record in response to a request arising from anyone other than the CITY.

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Agreement contains the entire understanding between the CITY and CONSULTANT with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONSULTANT'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. In the event of any conflict between or among this Agreement or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to this Agreement;
- Second, the "Federal Provisions" set forth as Exhibit C to this Agreement;
- Third, these "Standard Terms and Conditions of Agreement for Professional Services" incorporated by reference into this Agreement, including exhibits.
- Fourth, CITY's Solicitation, with supporting addenda and CONSULTANT's Submittal but only to the extent responsive to CITY's Solicitation, collectively incorporated by reference into this Agreement.
- Fifth, the "Piggyback Provisions" set forth as Exhibit D to this Agreement, including underlying source contract attached thereto

C. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

D. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

E. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Agreement to fail in any of its essential purposes.

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

CONSULTANT's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the CITY.

22. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**
CITY agrees to CONSULTANT extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of CONSULTANT.

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

24. **HEADINGS**
The headings provided in this Agreement are for convenience only and shall not be used in interpreting or construing this Agreement.

25. **SURVIVAL**
The provisions of Paragraphs 1 (Definitions), 10 (Warranty), 13 (Ownership and Bailment), 14 (Assignment of Intellectual Property), 15 (Intellectual Property Indemnification), 16 (Design Professional Indemnification), 18 (Retention and Audit), 19 (Merger, Modification, Waiver and Remedies), 20 (Disputes), 23 (Applicable Law), 24 (Headings), and 25 (Survival), and, as applicable, Exhibit A1 (Statement of Services), Exhibit C (Federal Compliance Provisions), all of which will survive any termination or expiration of this Agreement.

26. **TIME**
Time is of the essence in the performance of this Agreement.

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

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

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EXHIBIT A1

STATEMENT OF SERVICES
§

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

CONSULTANT shall provide Continuing Professional Engineering Services as more particularly described as follows:

Provide personnel and equipment for general and specialty engineering services in support of utility related design, construction oversight, permitting, maintenance and operations for services in connection with water distribution, wastewater collection, and reclaimed water improvement projects including but not limited to:

- Review City's project budgets, prepare preliminary & final design documents consisting of design criteria, preliminary & final drawings, specifications, design calculations, alternative analysis, maintenance assessment & analysis, and recommendations for submittal to City for review and acceptance.
- Advise City of additional data or services which may be necessary to execute a project and assist in obtaining data and services.
- Attend council meetings, applicable board meetings, public meetings in association with assigned task orders.
- Provide advice to City regarding potential temporary construction, permanent easements and land acquisitions necessary to accommodate proposed utility construction and provide technical assistance to the City in obtaining such easements and/or land acquisition.
- Provide opinions of probable total project cost.
- Preparation of complete contract documents, final drawings to show the general scope, extend and character of the work to be furnished and performed by the contractor and specifications.
- Provide technical criteria, written descriptions and design data and prepare applications for City use in filing permits with or obtaining approvals of governmental authorities as have jurisdiction to approve the design of the project and assist the City in consultations with appropriate authorities.
- Provide advice to City of any necessary adjustments to the opinions of probable total project costs caused by changes in general scope, extent or character or design requirements of the project or construction costs.
- Prepare for review and approval by City, its legal counsel and other advisors, contract agreement forms, general conditions and supplementary conditions and bid forms, invitations to bid and instructions to bidders in submittal.
- Bidding services may be required, distribution of bid sets, preparation of addenda, preparation of bid tab, bid opening attendance, review of bidder references and recommendation of award.
- Provide for professional services during construction including attendance of preconstruction meetings, review of shop drawings and contractor submittals to ensure conformity to the plans and specifications, visits to the construction site, review of change order requests, approval of pay estimates, represent City in the interpretation of plans and specifications, furnish signed and sealed design drawings in paper and digital format as necessary for acquisition of any applicable permits for each construction contract and review changes during construction and provide the City approval of contractor provided signed and sealed as-built drawings.
- Provide any other related services in support of the design, construction, operation and maintenance of the City's utility system.

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EXHIBIT A2

STANDARDS

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

Technical Specifications and Standards for Construction of Water Distribution Systems (July 2016)

· Technical Specifications and Standards for Construction of Reclaimed Water Distribution Systems

· (July 2016)

· Technical Specifications and Standards for Construction of Wastewater Collection Systems (July 2016)

· Technical Specifications and Standards for Construction of Sanitary Lift Stations (August 2020)

· Florida Department of Transportation Standard Specifications for Road and Bridge Construction

· Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and

· Highways (Florida Greenbook)

· St. Johns River Water Management District

· Florida Department of Environmental Protection

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

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EXHIBIT A3

ADDITIONAL PROVISIONS
FOR CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(CCNA)

A. Pursuant to §287.055, Florida Statutes, professional services under this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed $7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed $500,000.00.

B. Authorization for Services. Authorization for performance of professional services by CONSULTANT under this Agreement must be in the form of written Task Orders issued and executed by the CITY and signed by the CONSULTANT. Required services will be specifically enumerated, described and depicted in the Task Orders authorizing performance of the specific project, task or study. A sample Task Order is attached hereto as Attachment A3-a and available on the CITY's website, which form may change from time to time at the sole discretion of the CITY. Each Task Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. CITY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for the CITY during the term of this Agreement. The City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so, subject to §287.055, Florida Statutes.

C. Each individual Task Order in excess of $50,000 will require City Council approval in accordance with City Code. City Council approval will not be required for an individual Task Order if the amount of the individual Task Order is within delegated spending approvals of the City Engineer or the City Manager, as the case may be, or as otherwise delegated by City Code.

D. Expiration of this Agreement will have no effect upon Task Orders issued pursuant to this Agreement and prior to the expiration date. All terms and conditions of this Agreement shall survive the Expiration Date for the limited use of such previously-issued Task Orders for the purpose of completion of the work on the Task Order. Obligations of both parties under such Task Orders will remain in effect until completion of the work authorized by the respective Task Order, unless otherwise terminated pursuant to the terms of this Agreement.

Sample Task Order:

TASK ORDER NO. IEG-U-2025-001

PROJECT NO. xx
CITY PROJECT NO. xx

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
INFRASTRUCTURE ENGINEERING GROUP, LLC

This Task Order made and entered into this ____ day of _____, 2025 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES,** dated September XX, 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 INFRASTRUCTURE ENGINEERING GROUP, LLC, of Indian Harbour Beach, 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 _____, 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- **UTILITIES** 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 _____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 **$**_____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- **UTILITIES**. 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- **UTILITIES**.

All services shall be subject to and performed in accordance with this task order, the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES- **UTILITIES**,

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- **UTILITIES**.

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

Approved by City Engineer as to content:

_____
James Ennis, P.E., City Engineer

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

_____
Jenni Lamb, P.E. City Manager

Attest:

_____
Kevin McKeown, City Clerk

CONSULTANT

_____
FIRM SIGNATORY
Thomas M. Vill, PE, Authorized Member
Infrastructure Engineering Group, LLC

EXHIBIT A4

NEGOTIATED RATES

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

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Infrastructure Engineering Group

STANDARD HOURLY RATES SCHEDULE

Corporate Position	Billing Rate
Principal	$295
Senior Project Manager	$225
Project Manager	$175
Senior Project Engineer	$205
Project Engineer	$155
Engineer Intern	$100
Project Coordinator	$135
Technician	$95
Senior Designer	$145
Designer	$125
Project Representative	$130
Administrative Assistant	$75

2025

EXHIBIT A5

INSURANCE REQUIREMENTS

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

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

___x___ Workers Compensation & Employer's Liability Insurance
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Florida Workers Compensation Insurance and USL&H at Statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit. In the event CONSULTANT provides services from another state, the workers compensation requirement shall be amended to require the CONSULTANT to maintain worker's compensation and employer's liability insurance as required by the states where the work is performed.

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

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

__x____ Business Automobile Liability Insurance.
The CONSULTANT and each subcontractor shall each maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1,000,000 each accident for all owned, non-owned and hired automobiles. In the event CONSULTANT or subcontractor, as the case may be, does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the CONSULTANT or its subcontractor, as the case may be, to maintain only Hired & Non-Owned Auto Liability Insurance.

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

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

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

_____ Other insurance: _____

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

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

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

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

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

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

2. **Negotiated Procurement. (Mark applicable provision.**
   - ☒ This Agreement is awarded based on CONSULTANT's Submittal responding to CITY's Solicitation for professional services. CONSULTANT represents and warrants that all information and representations contained in the Submittal are truthful to the best of CONSULTANT's knowledge and belief and CONSULTANT hereby restates and affirms all representations contained in the Submittal. The Solicitation and the Submittal are incorporated into this Agreement by reference. The Solicitation and the Submittal are on file with the City's Engineering Department.

   - ☐ This Agreement is awarded based on that certain contract previously bid between _____ and _____ dated _____, attached to this Agreement as an attachment of Exhibit D. The parties agree that the award is limited by the provisions of the Consultants' Competitive Negotiation Act (§287.055, F.S.) such that the professional services under the contract previously bid and this Agreement are limited to the following: (i) projects in which the estimated construction cost for the individual project does not exceed $7,500,000.00; or (ii) study activity in which the fee for professional services for the individual study does not exceed $500,000.00.

   - ☐ This Agreement is awarded based on an exemption from negotiated procurement as indicated: _____[explain exemption]

3. **Performance Bonds.**
   No performance bonds or payment bonds are required by this Agreement.

4. **Notice to Parties**

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

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

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

   If to the CITY

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

   If to CONSULTANT:

Infrastructure Engineering Group, LLC
2020 Highway A1A, Unit 107
Indian Harbour Beach, FL 32937

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

5. **Other Provisions**

Exhibit A.3.A- is replaced in its entirety by: Rates and charges set forth on Exhibit A4 may be considered for escalation once annually upon the anniversary of the contract execution. Rate changes shall be reviewed by the City Engineer and submitted for approval by City Council as an amendment to the contract. Review of proposed rates and charges is not a guarantee of acceptance. If approval cannot be achieved, issuance of future task orders will cease, and the contract will be terminated after all outstanding work is complete.

Exhibit A.10.A- In the performance of professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities during the same time period "Standard of Care". CONSULTANT's Standard of Care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement.

PURSUANT TO §558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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EXHIBIT C

FEDERAL COMPLIANCE PROVISIONS

Not Applicable

EXHIBIT D

NEGOTIATED PROCUREMENT

Piggyback Provisions

Not Applicable

Melbourne City Council
November 25, 2025
City Manager's Item Report

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

Subject:
Increase to existing purchase orders at Crane Creek Reserve Golf Course Harbor City Golf Course for chemicals and fertilizers.

Background/Consideration:
Chemicals and fertilizers are necessary to maintain the greens, tees, and fairways at the golf courses. The turf needs various products depending on weather, water, pests, weeds, and other factors during the year.

In 2023, City Council approved a waiver to the formal bid requirements for fertilizer and chemicals after the contracted vendors declined to renew their contracts. The vendors cited market volatility, cost increases in material and freight, and their inability to guarantee pricing for the upcoming renewal period. Therefore, staff will purchase using sole source vendors, agency pricing, and quotes for remaining items as it is unknown exactly which chemicals are needed throughout the year and what company the chemical will ultimately be procured from.

Purchase Order No. 26000291 for Crane Creek Reserve Golf Course needs $55,000 added (total Purchase Order amount $70,000) for the following chemicals and fertilizers: Green Edge Fertilizer, Lesco Drax Fungicide, and Lesco Hawkeye Surfectant that are proprietary blends. We are anticipating needing additional chemicals through the remainder of the fiscal year.

Purchase Order No. 26000292 for Harbor City Golf Course needs $55,000 added (total Purchase Order amount $70,000) for the following chemicals and fertilizers: Green Edge Fertilizer, Lesco Drax Fungicide, and Lesco Hawkeye Surfectant that are proprietary blends.

A sole source request form is attached for the items that are proprietary with an estimated spend of $40,000. We will obtain quotes for other products and will purchase from the lowest priced vendor. If SiteOne is lowest, we will purchase from them using this blanket Purchase Order.

Contract/Solicitation:
Some products are sole source and a sole source form is attached.

Fiscal/Budget Impact:
Funding is available in accounts 37500572-552070 and 37700572-552070.

Requested Action:
Approval of increase to existing blanket purchase orders by $55,000 each for Crane Creek Reserve Golf Course and Harbor City Golf Course for chemicals and fertilizers, SiteOne Landscape Supply, LLC Palm Bay, FL - total increase of $110,000.

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	**October 5, 2025**
TO:	**Gregory Bunn**
THRU:	**Nikki Caldwell**
FROM:	**Alyssa Garrahan**
Product/Service Description:	**Crane Creek Reserve and Harbor City Golf Course Chemicals** **SiteOne Green Edge Fertilizer, Lesco Drax Fungicide, & Lesco Hawkeye Surfectant**

PART I

CHECK ONE: ☐ **FIRST APPLICATION** ☒ **RENEWAL**

SOLE SOURCE•SINGLE SOURCE•SOLE BRAND•STANDARDIZATION

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

REQUEST FOR:

☒ **SOLE SOURCE*** ☐ **SOLE BRAND***

☐ **SINGLE SOURCE*** ☐ **STANDARDIZATION***

(More than one box above may be checked)

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

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

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

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

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

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

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

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

DEFINITION OF UNIQUELY*:

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

Order must be placed by:		**Product/Service needed by:**	
Proposed Vendor: **Address:**	**SiteOne Landscape Supply** **2250 Wilhelmia Ct. NE Palm Bay, FL 32905**		
Brand:	**SiteOne**	**Product #:**	
Estimated Cost of Purchase:	**$40,000**	**Account to be charged:**	**375000572-552070 &** **377000572-552070**

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

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

The chemicals are a proprietary blend only available at SiteOne.

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

SiteOne is the only company that sells the requested SiteOne products.

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

This will not obligate us for future purchases.

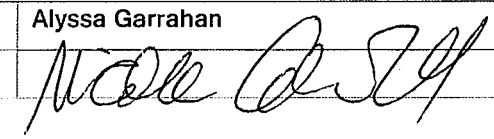
Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

N/A

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

We will be required to experiment with other fertilizers and determine over time their performance.

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

Requested by (print):	Alyssa Garrahan	**Date:**	10/5/2025
Dept. Head Signature:		**Date:**	10-29-25

DO NOT WRITE BELOW THIS LINE

FOR PROCUREMENT DIVISION USE ONLY

Reviewed by: _____(print name)

COMMENTS:

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

APPROVED: _____, 11/3/25

Procurement Team Member — Date

DISAPPROVED: _____ If not approved state reason below:

_____

_____

Melbourne City Council
November 25, 2025
City Manager's Item Report

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

Subject:
Increase to existing purchase orders at Crane Creek Reserve Golf Course Harbor City Golf Course for chemicals and fertilizers.

Background/Consideration:
Chemicals and fertilizers are necessary to maintain the greens, tees, and fairways at the golf courses. The turf needs various products depending on weather, water, pests, weeds, and other factors during the year.

In 2023, City Council approved a waiver to the formal bid requirements for fertilizer and chemicals after the contracted vendors declined to renew their contracts. The vendors cited market volatility, cost increases in material and freight, and their inability to guarantee pricing for the upcoming renewal period. Staff will purchase using sole source vendors, agency pricing, and quotes for remaining items. It is unknown exactly which chemicals are needed throughout the year and what company they will be procured from.

Purchase Order No. 26000310 for Crane Creek needs $55,000 added (total Purchase Order amount $70,000) for the following chemicals and fertilizers: Comand, a soil enrichment product; and 20-0-10 fertilizer that is a proprietary blend. We are anticipating needing additional chemicals through the remainder of the fiscal year.

Purchase Order No. 26000311 for Harbor City needs $55,000 added (total Purchase Order amount $70,000) for the following chemicals and fertilizers: Comand, a soil enrichment product; Manzate, a fungicide; Pegasus, an insecticide; and Gator fertilizer, 20-0-10, and 12-1-0 fertilizer, which are proprietary blends.

A sole source request form is attached for the items that are proprietary with Howard; Gator, 20-0-10, and 12-1-0 fertilizer with an estimated spend of $40,000. We received quotes for Comand, Manzate, and Pegasus and Howard had the items available at the lowest pricing for the remainder of the blanket Purchase Order.

Contract/Solicitation:
Some products are sole source and a sole source form is attached.

Fiscal/Budget Impact:
Funding is available in accounts 37500572-552070 and 37700572-552070.

Requested Action:
Approval of increase to existing blanket purchase orders by $55,000 each for Crane Creek Reserve Golf Course and Harbor City Golf Course for chemicals and fertilizers, Howard Fertilizer and Chemical Co, Inc., Dallas, TX - total increase of $110,000.

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	**October 5, 2025**
TO:	**Gregory Bunn**
THRU:	**Nikki Caldwell**
FROM:	**Alyssa Garrahan**
Product/Service Description:	**Crane Creek Reserve and Harbor City Golf Course Chemicals** **Gator 350 Micro Fertilizer, 20-0-10 Fertilizer, 12-1-0 Fertilizer**

PART I

CHECK ONE: ☐ **FIRST APPLICATION** ☒ **RENEWAL**

SOLE SOURCE•SINGLE SOURCE•SOLE BRAND•STANDARDIZATION

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

REQUEST FOR:

☒ **SOLE SOURCE*** ☐ **SOLE BRAND***

☐ **SINGLE SOURCE*** ☐ **STANDARDIZATION***

(More than one box above may be checked)

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

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

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

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

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

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

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

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

DEFINITION OF UNIQUELY*:

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

Order must be placed by:		**Product/Service needed by:**	
Proposed Vendor: **Address:**	**Howard Fertilizer & Chemical Co. Inc.** **PO Box 978926 Dallas, TX 75397**		
Brand:	**Howard**	**Product #:**	
Estimated Cost of Purchase:	**$40,000**	**Account to be charged:**	**375000572-552070 &** **377000572-552070**

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

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

The chemicals are a proprietary blend only available at Howard Fertilizer.

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

Howard Fertilizer is the only company that sells the requested Howard products.

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

This will not obligate us for future purchases.

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

N/A

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

We will be required to experiment with other fertilizers and determine over time their performance.

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

Requested by (print):	Alyssa Garrahan	Date:	10/5/25
Dept. Head Signature:	Michelle Carey	Date:	10-29-25

DO NOT WRITE BELOW THIS LINE

FOR PROCUREMENT DIVISION USE ONLY

Reviewed by: _____(print name)

COMMENTS:

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

APPROVED: _____, 1113125

Procurement Team Member — Date

DISAPPROVED: _____ If not approved state reason below:

_____

_____

Melbourne City Council
November 25, 2025
City Manager's Item Report

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

Subject:
Purchase of two (2) replacement sand pumps for the Water Production Division.

Background/Consideration:
The City identified Carter VerPlanck, Tampa, FL as a sole source vendor for two (2) replacement sand pumps, for a total cost of $77,920. The sand pumps move a mixture of settled solids and sand at the Actiflo Water Treatment Facility. These pumps are an integral part of the water treatment process. The attached quote notes the warranty is 12 months from installation or 18 months from shipping, whichever comes first. Lead time is 110 days and freight is included in the cost. This is a sole source purchase.

Contract/Solicitation:
This is a sole source purchase. A completed sole source form is attached.

Fiscal/Budget Impact:
Funding is available from account 62100533-564000 - Water Production - Machinery & Equipment.

Requested Action:
Approval of purchase of two replacement sand pumps for the Water Production Division, Carter VerPlanck, Tampa, FL - estimated cost of $77,920.

Carter|VerPlanck, a DXP Company
4910 W. Cypress St.
Tampa, FL 33607-3802
Tel.: (813) 927-8783
Fax: (813) 282-8216

QUOTATION

To: David Stackpoole
City of Melbourne Water Production
6055 Lake Washington Road
Melbourne, FL 32934

Date: October 9, 2025

By: Sean Donovan
E-mail: sdonovan@cviwater.com

Reference: Flowserve Slurry Pump

Qty.	Description	Price
2	Flowserve Pump Division Bare Rubber Lined Slurry Pump Model 2.5R090, a replacement of original Serial Number B000146 with Materials of Construction as Follows: Cast Iron Casing. Urethane Suction Side Liner. Urethane Gland Side Liner. Urethane Impeller. 1045 Steel Shaft. 317L S.S. Sleeve. Oil Lubricated Bearings. 316 S.S. Mechanical Seal Stuffing Box. 316 S.S. Protector Plate (Backplate). Flowserve ISC2 Cartridge Type 5Z4Z (Silicon Carbide/Silicon Carbide, Viton Elastomer & 316 S.S. Metal Parts). Standard Flowserve Exterior Paint, no special coatings. **Conditions of Service:** 140 GPM 74' TDH 1,580 RPM Price is for a bare pump and does not include Baseplate, Belts, Sheaves, Coupling, Coupling Guard or Electric Motor. Your cost, standard ground freight allowed to Melbourne, FL ----------	$77,920.00

Lead time: 110 working days.

F.O.B.: Taneytown, MD

Terms: 100% Net 30 days after invoice date.
Note: This quotation does not include any sales or use tax payable under any state or federal statute.

Docusign Envelope ID: 9A0A3B97-5F32-422D-974A-024BBBE859B2

FLOWSERVE

AUTHORIZATION LETTER

April 11, 2025

David Stackpoole
Supply Specialist
Water Production
6055 Lake Washington Road
Melbourne, FL 32940

Dear David Stackpoole:

This letter is to hereby acknowledge that Carter & Verplanck, a DXP Company, with offices at 4910 West Cypress Street, Tampa, FL 33607, United States is recognized by Flowserve US Company ("Flowserve") as the sole authorized Water Sales Representative of Flowserve for the City of Melbourne, Florida.

Carter & Verplanck, a DXP Company, is authorized to promote sales, receive inquiries, and present quotations, for the products within the markets and territories specified in the attached **PRODUCTS and TERRITORY**. For the avoidance of doubt, this does not include mechanical seals.

This authorization letter is valid until December 31, 2025 or until earlier revoked by Flowserve.

Regards,

DocuSigned by:
Stephanie Ruttman
BEC9057671134B5...

Stephanie Ruttman
Contracts and Channel Partner Manager

FLOWSERVE

WORLDWIDE TERMS AND CONDITIONS OF SALE

1. APPLICABILITY: These Worldwide Terms and Conditions of Sale ("Terms") shall govern all sales of Seller's Equipment or Services to Buyer "(Order"). These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement, or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement, signed by an authorized representative of Seller and Buyer. Seller's acknowledgement of Buyer's purchase order shall not constitute acceptance of any terms and conditions contained therein, regardless of how such terms and conditions may be prefaced or described.

2. DEFINITIONS:

"Buyer" means the company who accepted Seller's offer or is named in the Order.

"Equipment" means all equipment and parts manufactured and sold by Seller.

"Seller" means the company named on the Order for Equipment or Services.

"Service(s)" means work, direction of work, technical information or technical consulting and advice or other services furnished by Seller to Buyer.

3. DELIVERY / SUSPENSION / FORCE MAJEURE: For the delivery of Equipment within the United States, delivery shall be made EXW (in accordance with INCOTERMS 2010, as amended) Seller's plant. For the delivery of Equipment outside the United States, delivery shall be made FCA Seller's plant. Shipping dates are approximate and are based on prompt receipt of all necessary information. In case of delay in furnishing complete information, dates of shipment may be extended for a reasonable time. In the event Seller provides transport services these will be quoted as a lump sum price based on destination and shipping mode.

In the event Buyer requests a delay or suspension in completion and/or shipment of the Equipment or any part thereof for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Buyer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Buyer to (i) take title and risk of loss of such Equipment, and (ii) make arrangements for storage of such Equipment with the Seller or other party. Seller's invoice, which is contractually based on shipment, shall be issued upon Seller's readiness to ship the Equipment.

Seller shall not be liable for delay in delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Buyer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargoes, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.

4. WARRANTY: Subject to the limitations in Section 17 herein, Seller warrants that the Equipment shall be free from defects in material, workmanship, and title. If it appears within twelve (12) months from the initial Equipment startup or until eighteen (18) months after shipment, whichever occurs first, that the Equipment or any part thereof does not conform to this warranty, and Buyer so notifies Seller within a reasonable time after discovery, Seller shall thereupon promptly correct such nonconformity by repair or replacement EXW Seller's factory or service center. Seller's sole obligation and Buyer's sole remedy under this warranty is repair or replacement at Seller's election. Seller's warranty obligation for Services shall be the earlier of either ninety (90) days from the date of initial startup or six (6) months after completion of the Service work. Seller shall not be responsible for any on-site costs, including removal and reinstallation of any warranted Equipment. Buyer agrees to provide Seller reasonable and clear access to its Equipment which may include removal of materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the Equipment being repaired or replaced. All Equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. **THE EXPRESS WARRANTY SET FORTH HEREIN IS THE EXCLUSIVE WARRANTY OF SELLER, AND NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE, SHALL APPLY.** Seller is not responsible for repairs or alterations made by others without mutual written agreement between Seller and Buyer. Seller does not warrant the Equipment or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the Equipment in all material respects, and in accordance with Seller's written recommendations. Replacement parts or repairs furnished under this warranty shall be subject to the warranty provisions herein for the remaining original warranty period.

5. PAYMENT: All prices are net cash thirty (30) days from date of Seller's invoice, unless otherwise stated in Seller's proposal, quotation, or offer. Should Buyer for any reason default in the payment of the contract of purchase, Buyer agrees to pay all collection costs, attorney fees and expenses incurred in collecting payment, including interest on the amount due at the maximum legal rate. All transportation, insurance and similar charges incident to delivery shall be paid by Buyer. Seller shall issue its invoice upon shipment, or upon notice to Buyer that Seller is ready to ship, whichever is earlier. Depending on the value of the order, Seller may at its sole discretion require progress payments.

If Buyer's financial condition is or becomes unsatisfactory to Seller, Seller reserves the right to: (a) require payment from Buyer on a Cash In Advance (CIA) basis; (b) require a letter of credit or other acceptable security before shipment; or (c) cancel shipment at any time prior to delivery of the Equipment without further obligation or liability on the Seller's part.

6. CHANGES: Buyer may request modifications as to the amount, scope and/or nature of the Equipment to be supplied by a written change request. If, in the opinion of Seller, any modification will affect the agreed fixed price and/or time of delivery, Seller will notify Buyer thereof in writing and will not be obligated to perform any modification unless agreed to by Seller. Buyer shall confirm that such change is authorized and accepted by issuing an Order revision.

7. BUYER CANCELLATION: Buyer may cancel this Order only upon written notice and payment to Seller of reasonable and proper cancellation charges. Notwithstanding the foregoing, Buyer reserves the right to cancel any portion of an Order affected by any insolvency or suspension of Seller's operations or any petition filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.

8. SET-OFF: All amounts that Buyer owes Seller under an Order shall be due and payable according to the terms of an Order. Buyer is prohibited from, and shall not set-off such amounts or any portion thereof, whether or not liquidated, against sums which Buyer asserts are due it, its parent affiliates, subsidiaries or other divisions or units under other transactions with Seller, its parent affiliates, subsidiaries or other divisions or units.

9. NON-DISCLOSURE AND NON-USE OF SELLERS' INFORMATION: Buyer agrees that it will not use Seller's data for the manufacture or procurement of Equipment which are the subject of an Order or any similar Equipment, or cause said Equipment to be manufactured by, or procured from, any other source or reproduce said data and information or otherwise appropriate them without the written authorization of the Seller. Buyer agrees that it will not disclose or make available to any third party any of Seller's data or other information pertaining to this Order which is proprietary to Seller without obtaining Seller's prior written consent.

10. SPECIAL TOOLING AND DATA: Unless otherwise agreed in writing, all material, software, data processes, equipment, facilities and special tooling, which term includes but is not limited to jigs, dies, fixtures, molds, patterns, special taps, special gages, special test equipment, other special equipment and manufacturing aids and replacements thereof, used in the manufacture of the Equipment covered by an Order shall be and remains the property of Seller. Seller retains all rights, title and interest in drawings, engineering instructions, specifications, and all other written data, if any, furnished and/or specified to be supplied with the Equipment.

11. EXPORT / IMPORT: Buyer agrees that it will comply with all applicable import and export control laws and/or regulations, including without limitation those of the United States and/or other jurisdictions from which the Equipment and/or technology may be supplied or to which the Equipment and/or technology may be shipped. In no event shall Buyer use, transfer, release, import, export or re-export the Equipment and/or technology in violation of such applicable laws and/or regulations.

12. TAXES: Seller's price, unless otherwise agreed, shall be fixed and does not include, and Seller is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes. Seller is only responsible for any tax imposed on Seller, by taxing authorities in Seller's jurisdiction, which are based on Seller's revenue, income, net income, net assets, net worth, or capital or any taxes imposed in lieu thereof. If Seller is required to pay any taxes or other charges that are the responsibility of the Buyer, then Buyer shall promptly reimburse Seller those amounts.

13. ASSIGNMENT: Neither party shall assign an Order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

14. WAIVER / SEVERABILITY: Failure by Seller to assert all or any of its rights upon any breach of an Order shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment of service. No waiver of any right shall extend to or affect any other right Seller may possess, nor shall such waiver extend to any subsequent similar or dissimilar breach.

If any portion of these Terms are determined to be illegal, invalid, or unenforceable, for any reason, then such provision shall be deemed stricken for purposes of the dispute in question and all other provisions shall remain in full force and effect.

15. APPLICABLE LAW / DISPUTES: This Order shall be interpreted in accordance with the laws of the jurisdiction in which the Seller's facility accepting the Order hereunder is located, exclusive of any choice of law provisions. The Seller and Buyer expressly agree to exclude from this Order the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto and the Contracts (Rights of Third Parties) Act of 1999.

Except as otherwise specifically agreed in writing by Buyer and Seller, any dispute relating to an Order placed by a Buyer incorporated in the United States which is not resolved by the parties shall be adjudicated by a court of competent jurisdiction in the state of Texas. All disputes arising out of or in connection with an Order placed by a Buyer incorporated outside the United States that shall be finally settled by binding arbitration in London England, under the Rules of Arbitration of the International Chamber of Commerce then in effect by one or more arbitrators appointed in accordance with said Rules.

16. COMPLIANCE WITH LAWS / ANTI-BRIBERY: Seller and Buyer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business. Additionally, Buyer has not and will not offer, promise, authorize or make, directly or indirectly, any payments (in money or any other item of value), contributions or gifts to any non-U.S. government agency, department, official or government owned or controlled entity in order to obtain or retain business, or secure any other improper business advantage, which would violate the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws.

17. LIMITATION OF LIABILITY / EXCLUSION OF CONSEQUENTIAL LOSS: The remedies set forth herein are exclusive, and the total liability of the Seller with respect to this Order, or any breach thereof, whether based on contract, warranty, tort (including negligence), indemnity, strict liability or otherwise, shall not exceed the Order price of the specific Equipment or Service which gives rise to the claim.

In all cases where Buyer claims damages allegedly arising out of defective or nonconforming Equipment or Services, Buyer's exclusive remedies and Seller's sole liability shall be those specifically provided for under Section 4 "Warranty".

IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL, OR CLAIMS OF CUSTOMERS) INCURRED BY THE BUYER OR ANY THIRD PARTY.

18. GENERAL PROVISIONS: (a) No Action, regardless of form, arising out of transactions under the Order, may be brought by the Buyer more than one (1) year after the cause of action has accrued. (b) Any modification to these Terms must be set forth in a written instrument signed by a duly authorized representative of Seller. (c) In the event Buyer has reason to believe the Equipment could be subject to a claim for damages or personal injury, Buyer shall immediately provide Seller with written notice of such claim, and shall provide Seller reasonable opportunity to inspect said Equipment and/or investigate the basis for such potential claim. (d) **UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, EQUIPMENT AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. IF SELLER'S QUOTATION EXPRESSLY STATE THAT THE EQUIPMENT AND SERVICES ARE INTENDED FOR NUCLEAR OR NUCLEAR RELATED APPLICATIONS, SELLER'S ADDENDUM (P-62) FOR NUCLEAR LIABILITY PROTECTION IS HEREBY INCORPORATED.** Buyer (i) accepts the Equipment and Services in accordance with the restriction set forth in the immediately preceding sentences, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users, and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liability, suits, judgments and damages, including incidental and consequential damages, arising from the use of the Equipment or Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

19. TRANSLATIONS / GOVERNING LANGUAGE: English shall be the legal language of this Order, and all parties waive any right to use and/or rely upon any other language, translation or interpretation. The parties specifically agree that in the case of any inconsistencies or interpretation disputes, the English language version shall control.

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	10 OCTOBER 2025
TO:	GREG BUNN, PURCHASING MANAGER
THRU:	JENNIFER SPAGNOLI, PUBLIC WORKS & UTILITIES DIRECTOR
FROM:	DAVID PHARES, WATER PRODUCTION SUPERINTENDENT
Product/Service Description:	REPLACEMENT SAND PUMP

PART I

CHECK ONE: ☐ FIRST APPLICATION ☒ RENEWAL

SOLE SOURCE•SINGLE SOURCE•SOLE BRAND•STANDARDIZATION

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

REQUEST FOR: ☒ SOLE SOURCE* ☐ SOLE BRAND* ☐ SINGLE SOURCE* ☐ STANDARDIZATION*

(More than one box above may be checked)

SOLE SOURCE (use for single purchases only)

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

•SINGLE SOURCE (use for single purchases only)

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

•SOLE BRAND (use for single purchases only)

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

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

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

DEFINITION OF UNIQUELY*:

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

Order must be placed by:		Product/Service needed by:	
Proposed Vendor:	CARTER & VERPLANCK		
Address:	4910 WEST CYPRESS ST., TAMPA, FL 33607		
Brand:	FLOW SERVE	Product #:	
Estimated Cost of Purchase:	$77,920.00	Account to be charged:	62100533-564000

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

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

Cater & Verplanck is the sole provider of Worthington/Flowserve pumps used at the SWTP. Flowserve pumps have been reliable, dependable and are the original equipment design pump. No other vendor offers these pumps.

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

Carter & Verplanck is the sole source supplier in the state of Florida for Worthington/Flowserve pumps. Sole source letter is attached.

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: $14,000

Yes, Carter & Verplanck is the sole provider for repair parts and rebuild kits.

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

Carter & Verplanck provide these particular pumps for SWTP not available through other vendors.

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

This equipment will provide redundant capabilities and match current installed equipment.

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

Requested by (print):	DAVID PHARES	Date:	OCT 16 2025
Dept. Head Signature:	JENNIFER SPAGNOLI	Date:	10/16/25

DO NOT WRITE BELOW THIS LINE

FOR PROCUREMENT DIVISION USE ONLY

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

APPROVED: _____, 11/4/25

Procurement Team Member — Date

DISAPPROVED: _____ If not approved state reason below:

_____

_____

Melbourne City Council
November 25, 2025
City Manager's Item Report

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

Subject:
Purchase of a high service pump for the Water Production Division.

Background/Consideration:
The City identified Barney's Pumps Inc., Lakeland, FL as a sole source vendor for the purchase of a high service pump totaling $94,601. The Water Production Plant is currently using Aurora model 411 high service pumps as the primary means to provide potable drinking water to Melbourne and the surrounding communities. This will replace one (1) of four (4) existing pumping assemblies currently in use at the Joe Mullins Reverse Osmosis (RO) Treatment Plant. The warranty is 18 months from delivery or 12 months from installation, whichever occurs first. The lead time is 30 weeks. This is a Sole Source purchase.

Contract/Solicitation:
This is a sole source purchase. A completed sole source form is attached.

Fiscal/Budget Impact:
Funding is available in account 62100533-564000 Water Production - Machinery and Equipment.

Requested Action:
Approval of the purchase of a high service pump for the Water Production Division, Barney's Pumps Inc., Lakeland, FL - estimated cost of $94,601.

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1030757	
QUOTE DATE	Page
10/13/2025	1 of 2

Quote Expires On: 12/31/2025
Quoted by: LKMATT

Bill To:

City of Melbourne
accounts.payable@mlbfl.org
900 East Strawbridge Ave
Melbourne, FL 32901

321-608-7026

Ship To:

City of Melbourne
JA Buckley Surface Water Treatment Plant
6055 Lake Washington Rd.
Melbourne, FL 32934

Requested By: David Stackpoole

Customer ID: 10834

Destination Country:

PO Number	*Terms*	*Freight Code*	*Job Name*
	Net 30	Freight Allowed	Duplicate HSP

Quantities					*Item ID* / *Item Description*		*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
					Order Note: **** Delivery is included in quoted price. Installation by others. **** Estimated lead time is 28-30 weeks ARO. ****			
1	0	1	EA		PUMP	EA	94,601.0000	94,601.00
		1.0			Pump	1.0		
					Aurora model 411 size 10x12x18 Horizontal split case pump, rated for Chlorinated Potable Water (NSF 61 certified)			
					Manufacturer: Barney's Pumps			
					Order Line Notes: Cast iron casing (internally coated with Scotchkote 134), NiAlBz impeller, steel shaft, 316SS sleeve, stainless casing and impeller wear rings, and JC type 1 mech seal. Pump shall be coated with 2-part high-build epoxy and polyurethane. Top coating color shall be blue. Pump shall be a duplicate of S/N: 21-2610351 COS: 4,650 GPM @ 225' TDH			

QUOTATION

Barney's Pumps Inc.
PO Box 3529
Lakeland, FL 33802
(863) 665-8500
Lakeland

QUOTE NUMBER	
1030757	
QUOTE DATE	Page
10/13/2025	2 of 2

Quote Expires On: 12/31/2025
Quoted by: LKMATT

Quantities					Item ID / Item Description	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.			

Total Lines: 4

SUB-TOTAL:	94,601.00
TAX:	0.00
AMOUNT DUE:	**94,601.00**
U.S. Dollars	

Thank you for the opportunity to earn your business.

Prices quoted are firm for 30 days (unless otherwise noted), then subject to adjustment to agree with prices at time of shipment and subject to any tax required by law. Lead time and/or ship dates are estimates only and are based on the information available at the time of quotation. Please note that these times/dates are subject to change. If shop drawings are required for approval, please request them from our office.

Order processed per Barney's Pumps standard terms and conditions of sale, and all terms and conditions of Barney's Pumps Terms of Sale & Warranty are incorporated herein by this reference as if fully set herein. Please visit https://www.barneyspumps.com/legal.html

All shipments are F.O.B origin.

SIGN BELOW AND RETURN TO AUTHORIZE ORDER.

PRINT NAME _____ SIGNATURE _____ DATE _____

Bryan E. Kates
Named Account Executive
PENTAIR FLOW TECHNOLOGIES
Aurora/Layne Vertiline
+1-781-361-4751 cell

PENTAIR

January 5, 2025

Subject: Aurora
Authorized Municipal Distributor

To whom it may concern,

Thank you for your recent inquiry regarding Aurora & Layne Verti -Line pumps.
Barney's Pumps, Inc. is the sole authorized distributor serving the municipal market in the state of Florida (exclusive of the panhandle counties west of the Apalachicola River).

Barney's Pumps maintains a staff of factory trained individuals, inventory and shop facilities to support their exclusive geographical territory. They are the sole facility authorized to provide new pumps, replacement OEM parts, warranty and non-warranty service and repair for our products, which are manufactured by Pentair Flow Technologies in their North Aurora Ill. facility. Products manufactured in our North Aurora facility include but not limited to vertical turbines, split case pumps, end suction pumps, vertical end line pumps.

They have locations in Lakeland (863) 665-8500, Coral Springs (954) 346-0669 and Jacksonville (904) 260-0669 to support the Florida municipal market.
If I can be of further assistance, please contact me at 504-491-0320

Sincerely,

Bryan E. Kates
Named Account Executive

Pentair Water
North Aurora Operations

WARRANTY

Seller warrants equipment (and its component parts) of its own manufacture against defects in materials and workmanship under normal use and service for one (1) year from the date of installation or start-up, or for eighteen (18) months after the date of shipment, whichever occurs first. Seller does not warrant accessories or components that are not manufactured by Seller; however, to the extent possible, Seller agrees to assign to Buyer its rights under the original manufacturer's warranty, without recourse to Seller, Buyer must give Seller notice in writing of any alleged defect covered by this warranty (together with all identifying details, including the serial number, the type of equipment, and the date of purchase) within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than 30 days after the expiration of the warranty period shall be valid.

Guarantees of performance and warranties are based on the use of original equipment manufactured (OEM) replacement parts. Seller assumes no responsibility or liability if alterations, non-authorized design modifications and/or non-OEM replacement parts are incorporated. If requested by Seller, any equipment (or its component parts) must be promptly returned to Seller prior to any attempted repair, or sent to an authorized service station designated by Seller, and Buyer shall prepay all shipping expenses. Seller shall not be liable for any loss or damage to goods in transit, nor will any warranty claim be valid unless the returned goods are received intact and undamaged as a result of shipment. Repaired or replaced material returned to customer will be shipped F.O.B., Seller's factory. Seller will not give Buyer credit for parts or equipment returned to Seller, and will not accept delivery of any such parts or equipment, unless Buyer has obtained Seller's approval in writing.

The warranty extends to repaired or replaced parts of Seller's manufacture for ninety (90) days or for the remainder of the original warranty period applicable to the equipment or parts being repaired or replaced, whichever is greater. This warranty applies to the repaired or replaced part and is not extended to the product or any other component of the product being repaired.

Repair parts of its own manufacture sold after the original warranty period are warranted for a period of one (1) year from shipment against defects in materials and workmanship under normal use and service. This warranty applies to the replacement part only and is not extended to the product or any other component of the product being repaired.

Seller may substitute new equipment or improve part(s) of any equipment judged defective without further liability. All repairs or services performed by Seller, which are not covered by this warranty, will be charged in accordance with Seller's standard prices then in effect.

THIS WARRANTY IS THE SOLE WARRANTY OF SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAW OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole obligation under this warranty shall be, at its option, to repair or replace any equipment (or its component parts) which has a defect covered by this warranty, or to refund the purchase price of such equipment or part. Under the terms of this warranty, Seller shall not be liable for (a) consequential, collateral, special or liquidated losses or damages; (b) equipment conditions caused by normal wear and tear, abnormal conditions of use, accident, neglect, or misuse of said equipment; (c) the expense of, and loss or damage caused by, repairs or alterations made by anyone other than the Seller; (d) damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper voltage, mishandling, or other similar conditions; (e) any loss, damage, or expense relating to or resulting from installation, removal or reinstallation of equipment; (f) any labor costs or charges incurred in repairing or replacing defective equipment or parts, including the cost of reinstalling parts that are repaired or replaced by Seller; (g) any expense of shipment of equipment or repaired or replacement parts; or (h) any other loss, damage or expense of any nature.

The above warranty shall not apply to any equipment, which may be separately covered by any alternate or special warranties.

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	20 OCTOBER 2025
TO:	GREG BUNN, PURCHASING MANAGER
THRU:	JENNIFER SPAGNOLI, PUBLIC WORKS & UTILITIES DIRECTOR
FROM:	DAVID PHARES, WATER PRODUCTION SUPERINTENDENT
Product/Service Description:	HIGH SERVICE PUMP

PART I

CHECK ONE: ☐ FIRST APPLICATION ☒ RENEWAL

SOLE SOURCE•SINGLE SOURCE•SOLE BRAND•STANDARDIZATION

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

REQUEST FOR: ☒ SOLE SOURCE* ☐ SOLE BRAND*
☐ SINGLE SOURCE* ☐ STANDARDIZATION*

(More than one box above may be checked)

SOLE SOURCE (use for single purchases only)

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

•SINGLE SOURCE (use for single purchases only)

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

•SOLE BRAND (use for single purchases only)

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

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

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DEFINITION OF UNIQUELY*:

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

Order must be placed by:		Product/Service needed by:	
Proposed Vendor:	BARNEY'S PUMPS INC.		
Address:	PO BOX 3529, LAKELAND, FL, 33802		
Brand:	AURORA	Product #:	
Estimated Cost of Purchase:	$94,601	Account to be charged:	62100533-564000

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

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

Barney's Pumps is the sole provider of Aurora pumps used at the SWTP. Aurora pumps have been reliable, dependable and are the original equipment design pump. No other vendor offers these pumps.

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

Barney's Pumps is the sole source supplier in the state of Florida for Aurora pumps. Sole source letter is attached.

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: $14,000

Yes, Barney's Pumps is the sole provider for repair parts and rebuild kits.

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

Barney's Pumps provides these particular pumps for SWTP not available through other vendors.

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

This equipment will provide redundant capabilities and match current installed equipment.

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

Requested by (print):	DAVID PHARES	Date:	OCT 22 2025
Dept. Head Signature:	JENNIFER SPAGNOL	Date:	10/22/25

DO NOT WRITE BELOW THIS LINE

FOR PROCUREMENT DIVISION USE ONLY

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

APPROVED: _____ 11/4/25

Procurement Team Member — Date

DISAPPROVED: _____ If not approved state reason below:

_____

_____

Melbourne City Council
November 25, 2025
City Manager's Item Report

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

Subject:
Contract award for security guard services for the Water Production Division.

Background/Consideration:
The contract with Security Operations & Solutions, Inc. in Cocoa, FL provides security guard services for the monitoring of the Water Production facilities 24 hours per day, seven days per week and 365 days per year. Following a Request for Proposal, RFP-P25025K-0-2025/KL, staff recommended Security Operations & Solutions, Inc., which is the current vendor. The vendor has provided acceptable service during their current contract term. The pricing for this service is $25.93 per hour for an estimated 8,760 hours per year. The new contract term will commence on December 6, 2025, and will expire December 5, 2026, with five 12-month renewals available.

Contract/Solicitation:

This contract was solicited using proposal number RFP-P2025K-0-2025/KL. This contract expires on December 5, 2026, and has five, 12-month renewals available.

SOLICITATION INFORMATION:			
Issue Date:	8/22/2025	# of Solicitations:	44
Legal Ad Date:	8/22/2025	Pre-Bid/Pre-Proposal Date:	9/8/2025
Open Date:	10/7/2025	# of Responses:	6

Fiscal/Budget Impact:
Funding for Fiscal Year 2026 is available in the following account: 62100533-531990 (Water Production - Other Professional Services). The remaining years will be budgeted annually.

Requested Action:

Approval of a contract award for security guard services from Security Operations & Solutions, Inc., Cocoa, FL - estimated annual cost of $227,146.80 and estimated total contract cost of $1,362,880.80.

City of Melbourne
The Harbor City

Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR SERVICES
SECURITY GUARD SERVICES – WATER PRODUCTION – TERM CONTRACT

This **PURCHASE AGREEMENT FOR SERVICES – SECURITY GUARD SERVICES – WATER PRODUCTION** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Security Operations & Solutions, Inc. a Florida Profit Corporation, whose mailing address is 3815 North US HWY 1, Suite 67, Cocoa, Florida 32926 hereinafter referred to as the **CONTRACTOR**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Kristina LaMarche, Senior Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 kristina.lamarche@MLBFL.org P: 321-608-7064 / F:321-608-7070	**Water Production** David Phares City of Melbourne 6055 Lake Washington Rd Melbourne, FL 32934 david.phares@MLBFL.org P: 321-255-4622 F: 255-4636	**Security Operations & Solutions, Inc.** Calvin J. Rementer 3815 N US Hwy 1, Suite 67 Cocoa, FL 32926 sos@sosguards.com P: 321-636-8011

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

☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 2/7/2024)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Performance Standards
- ☐ Exhibit A3. Maintenance Agreement
- ☒ Exhibit A4. Pricing Schedule

☒ Exhibit B: Supplemental Provisions

☐ Exhibit C: Federal Compliance Provisions

Exhibit D: Bid Specifications
- ☐ Exhibit D1: Invitation to Bid # _____, as modified by addenda (the "ITB")
- ☒ Exhibit D2: Request for Proposal # RFP-P25025K-0-2025/KL, as modified by addenda (the "RFP")
- ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated October 7, 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 **December 6, 2025** (the "Commencement Date"), subject to the Effective Date. This Contract expires on **December 5, 2026** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) twelve-month additional terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONTRACTOR:

SECURITY OPERATIONS & SOLUTIONS, INC.,
a Florida Profit Corporation

Calvin J Rementer 11/7/2025
Signature Date
Name: Calvin J Rementer
Title: President

City Use Only	
Initial Method of Procurement (mark): ☐ ITB # _____ ☒ RFP # RFP-P25025K-0-2025/KL ☐ Exception: _____	Commencement Date: 12/06/2025** ** Note: But effective no earlier than last of the parties to execute Expiration Date: 12/05/2026 Renewal: ☐ No ☒ Yes: 5-12 month terms ☐ Not Applicable Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. DEFINITIONS

A. "Item(s)" means any goods or items, including intellectual property, provided by CONTRACTOR incidental to the Services.

B. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.

C. "Purchase Order" is CITY's document setting forth specific Services to be rendered and Order information.

D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.

E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.

F. "Expiration Date" is defined as set forth on the first page of this Contract.

2. TERM OF AGREEMENT

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

3. PRICING

A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. The parties agree that 1% of the total payment to CONTRACTOR is the specific consideration from the CITY to CONTRACTOR for CONTRACTOR's indemnity agreement.

B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.

C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.

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

E. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to CONTRACTOR.

F. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.

G. CITY reserves the right to have CONTRACTOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon CONTRACTOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if CONTRACTOR is found to not be complying with this Contract in any way, CONTRACTOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty (30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only CONTRACTOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Contractor must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

B. CONTRACTOR shall be responsible for and hold the CITY harmless for any and all payments to CONTRACTOR's vendors or subcontractors utilized in the performance of the Services.

C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.

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

E. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.

F. No payments shall be made in advance of acceptance of services not covered under this Contract nor for Services not acceptable to CITY.

G. CONTRACTOR agrees to invoice CITY no later than sixty (60) days after performance of Services. CITY will not be obligated to make payment against any invoices submitted after such period.

H. Payment by the CITY shall be subject to approval and acceptance of Services by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION –

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

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

6. NON-EXCLUSIVITY

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

7. TERMINATION

A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.

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

C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.

D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to CONTRACTOR but without an opportunity to cure if CITY determines CONTRACTOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.

E. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.

F. Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.

G. There shall be no termination charges for Services not yet provided. The CITY will be responsible for payment of authorized Services already provided by CONTRACTOR but not yet invoiced, provided such Services have been approved by the CITY. Upon payment of CONTRACTOR's claims, the CITY shall be entitled to all work and materials paid for.

H. Before assuming any payment obligation under this section, the CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.

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

J. Notwithstanding anything else in this Contract, failure to meet the performance date(s) in this Contract shall be considered a material breach of contract and shall allow CITY to terminate the order for the Services and/or any subsequent Orders in the Purchase Order without any liability.

8. FORCE MAJEURE

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

9. SCHEDULING AND ORDERS

A. CONTRACTOR shall promptly perform Services as scheduled or shall promptly notify the CITY if unable to perform any scheduled Services and shall state the reasons.

B. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.

C. CITY shall have no obligation with respect to the purchase of Services under this Contract until such Services are specified in an issued Purchase Order.

D. CONTRACTOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment and staff sufficient in number, condition and capacity to efficiently perform the work and provide the Services required by this Contract.

10. WARRANTY

A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.

B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
   (i) Items will not infringe any party's intellectual property rights;
   (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
   (iii) Items are new, and of the grade and quality specified;
   (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
   (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.

C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. INDEPENDENT CONTRACTOR

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

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

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

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

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

17. COMPLIANCE WITH LAWS

A. CONTRACTOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Items and/or the performance of services in the course of this Contract. Lack of knowledge by CONTRACTOR shall in no way be cause for relief from responsibility. These may include, but are not limited to, Department of Commerce, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials and all immigration, employment and labor laws governing CONTRACTOR's personnel providing Services to the CITY.

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

C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.

D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). CONTRACTOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
CONTRACTOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095, Fla. Stat. Notwithstanding anything to the contrary in this Contract, the CITY reserves the right to terminate this Contract in accordance with §448.095, Fla. Stat.

E. Public Entity Crimes Statement. CONTRACTOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months. CONTRACTOR acknowledges the continuous duty to disclose to the CITY if CONTRACTOR or any of its affiliates are placed on the convicted vendor list.

F. CONTRACTOR shall maintain, for the duration of this Contract, all valid licenses and certificates required for the performance of work and Services and provision of Items.

G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONTRACTOR certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONTRACTOR has falsely certified facts under this sub-paragraph or if CONTRACTOR is found to

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

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

I. Foreign Country of Concern. CONTRACTOR represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of §287.138, Fla. Stat.

J. Environmental and Social Government and Corporate Activism. Pursuant to §287.05701, Fla. Stat., CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Violations of this restriction will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

K. CONTRACTOR agrees to abide by all of CITY's rules and regulations while on CITY's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on CITY's premises such as use of physical aggression against persons or property, harassment, and theft. CONTRACTOR will perform only those Services identified on Exhibit A1 and will work only in areas designated for such Services. CONTRACTOR shall take all reasonable precautions to ensure safe working procedures and conditions for performance on CITY's premises and shall keep CITY's site neat and free from debris.

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

18. RETENTION AND AUDIT

A. CONTRACTOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, CONTRACTOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..

B. The CITY reserves the right to audit the records of CONTRACTOR for the Services and Items provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR in relation to this Contract at any and all times during normal business hours during the term of this Contract. Records relating to the performance of this Contract shall be made available to CITY for audit upon reasonable notice.

C. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and CONTRACTOR shall not release a public record in response to a request arising from anyone other than the CITY.

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

A. This Contract contains the entire understanding between the CITY and CONTRACTOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in CONTRACTOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.

B. CONTRACTOR shall not substitute the Items.

C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
- Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
- Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
- Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.

D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.

F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's determination causes this Contract to fail in any of its essential purposes.

G. Notwithstanding anything else contained in this Contract, CITY

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

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

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

22. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**
CITY encourages and agrees to CONTRACTOR extending the pricing, terms and conditions of this Contract to other governmental entities at the discretion of CONTRACTOR.

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

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

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

26. **TIME**
Time is of the essence in the performance of this Contract.

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

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

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EXHIBIT A1

STATEMENT OF WORK

CONTRACTOR shall perform all work and provide all Services (and Items incidental thereto) set forth herein in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.

CONTRACTOR shall provide Security Guard 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, perform on-site unarmed security guard personnel, vehicles, communication equipment and all other incidentals necessary to patrol the CITY's Water Production facilities.

II. OUTCOMES EXPECTED

A. General Scope

CONTRACTOR, shall:

1. Provide security guard services 24 hours per day, 7 days per week, 365 days per year.

2. Ensure that there are an adequate number of screened, trained Security Guards for complete coverage of the contracted hours. CONTRACTOR shall be responsible for maintaining sufficient staff and scheduling Security Guards to fill the contract timeframe and to ensure that they are ready for duty at the start of their assigned shifts.

3. Ensure that Security Guards are not scheduled nor permitted to work more than sixteen (16) hours consecutive duty without prior written permission from the CITY. Generally, no Security Guard shall be scheduled for sixteen (16) consecutive hour's duty, except for a bona fide emergency or substitution of another Security Guard originally scheduled. CONTRACTOR shall not circumvent this requirement by having an employed security guard work a shift at another contracted location immediately preceding the scheduled or actual shift at the either location.

4. Perform State of Florida background checks on all Security Guards to be assigned to the contract to demonstrate that these Security Guards are of good moral character, that they are free from felony and misdemeanor convictions, are finger printed with the Melbourne Police Department. CONTRACTOR shall provide the results of the background checks to the CITY'S Water Production Superintendent when requested. The CITY reserves the right to conduct additional background investigations, as it deems necessary and prudent for security officers doing work under this contract.

5. Ensure that security guard services continue uninterrupted in the event of a declared emergency or natural disaster and provide additional Security Guards at the CITY'S request.

6. Immediately report to the Water Production Superintendent any arrests of assigned Security Guard staff.

7. Provide the City of Melbourne Water Production Superintendent with the names of all Security Guard staff assigned to the contract and the names of replacements that will perform work. CONTRACTOR shall provide to the CITY'S Water Production Superintendent updated personnel listings as soon as the changes occur.

8. Ensure that all Security Guards assigned to the contract have successfully passed a pre-employment drug screen examination within six (6) months of their assignment to the contract. The screen must have the ability to detect use of marijuana, cocaine, heroin, amphetamines, opiates, and benzodiazepines.

9. Provide the following to the CITY'S Water Production Superintendent prior to assigning Security Guards to a shift:

   - A listing of individual's name, credentials, copy of picture ID, copy of current licenses and other applicable information as required.
   - Certification that security guards have received Water Production's site-specific safety procedure training, the date the training took place, and who provided the training. NOTE: This training will be coordinated with CONTRACTOR'S Contact.

10. Immediately provide a qualified replacement Security Guard if an on-duty Security Guard must leave their shift for any reason or cannot report for their shift duty. The CITY'S facilities are under heightened security in keeping with regulatory standards and requires continuous security monitoring. For each hour a Security Guard is not on duty as scheduled, CONTRACTOR invoices shall be reduced by the hourly rate times the number of hours facilities are left unguarded.

B. Staff Positions:

1. Contract Manager (not a billable position) – CONTRACTOR shall provide one (1) Contract Manager. The Contract Manager shall be responsible for the overall coordination and control of security functions and operations and act as a liaison on the day-to-day operations between the CITY and the CONTRACTOR. This position shall be performed by a separate individual from those performing security guard supervisor and security guards Requirements and typical duties include, but are not limited to, the following:

   a) Shall have a minimum of three (3) years' experience in managing security guard personnel and have a thorough knowledge of security service procedures.

   b) Shall be a U.S. Citizen or legal alien with current work permit.

   c) Shall ensure security guard services are performed per contract.

   d) Shall plan, schedule, and manage security guard staff deployments to maintain required staffing levels and provide security services as required.

   e) Shall ensure all required operational measures are implemented and security guards have all tools and training required.

   f) Shall review daily security related reports, logs, etc.

   g) Shall report to Water Production Superintendent for daily instruction, reporting of incidents, and responding to emergencies.

   h) Shall attend meetings and functions as may be required.

   i) Shall prepare shift schedules and scheduling adjustments as needed.

   j) Shall provide monthly contract performance reports to the Water Production Superintendent. Monthly performance reports shall be submitted to the CITY no later than first week following the reporting month.

2. Security Guard Site Supervisor (not a billable position) – CONTRACTOR shall provide one (1) Security Guard Site Supervisor onsite during CITY's normal working hours (40 hour week) that has full knowledgeable of contract requirements and site procedures and shall insure strict compliance with both. Requirements and typical duties include, but are not limited to, the following:

   a) Shall have a minimum of three (3) years' experience in managing security guard personnel and have a thorough knowledge of security service procedures.

   b) Shall be a U.S. Citizen or legal alien with current work permit.

   c) Shall closely supervise security guard staff to ensure they are on time, appropriately dressed, behaving in a professional manner, and monitoring Water Production facilities to the CITY'S satisfaction.

   d) Shall provide direction to Security Guards as needed.

   e) Shall conduct periodic unannounced site visits a minimum of one per shift, per month, to observe the performance of each shift and the work habits of each security guard. The Security Guard Site Supervisor shall complete a written report for each inspection, including the time the check was completed. The inspection report shall provide the Water Production Superintendent with a copy of the inspection report the next day following the inspection. CONTRACTOR shall correct all identified problems within twenty-four (24) hours. If a problem or issue cannot be corrected within twenty-four (24) hours, the Security Guard Site Supervisor shall immediately inform the Water Production Superintendent, in writing, of the nature of the problem, including the corrective measures to be taken by CONTRACTOR and the expected time of resolution.

   f) Shall perform general Security Guard duties when necessary.

   g) Shall function as the Contract Manager in their absence.

   h) Shall report to Water Production Superintendent for daily instruction, reporting of incidents, and responding to emergencies.

   i) Shall provide weekly summary reports of Security Guards' daily activities and staff scheduling. Summary reports shall be submitted to the Water Production Superintendent no later than Wednesday of the following week.

3. Security Guards – CONTRACTOR shall provide Security Guards for the monitoring of designated CITY Water Production facilities 7 days a week, 24 hours a day, 365 days a year.
   Security Guards shall meet the following qualification requirements:

   a) Be bona fide employees of the CONTRACTOR (provided salaries, insurance, workers' compensation coverage, uniforms, equipment, etc.)

   b) Be at least 21 years of age and have a high school diploma or G.E.D. equivalent.

   c) Have an active Class "D" Security Officer License issued by the Florida Department of Agriculture Division of Licensing.

   d) Possess a valid State of Florida driver's license.

   e) Be a U.S. Citizen or legal alien with current work permit.

   f) Have a minimum of one (1) year actual field experience as a security guard, excluding training.

   g) Be able to walk unassisted a minimum of three hundred (300) yards, climb stairs, and be able to lift and carry twenty (20) pounds.

h) Be fluent in English with ability to receive, give and understand written and verbal instructions and procedures.

i) Good verbal communication proficiency, able to document events and logs in writing (written communication skills), basic computer knowledge (email and word processing software), be knowledgeable of radio usage and be proficient in the use of pagers and mobile telephones.

Typical Security Guard duties include, but are not limited to, the following:

a) Shift sign in and sign out.

b) Carrying all equipment necessary for the performance of services.

c) Patrolling all designated facility buildings and outer structures on a random basis but not less than once every hour at each location.

d) Providing a physical security inspection of all wells, raw water pump stations and land-based intake structures not less than once each hour.

e) Inspecting all water treatment plant buildings and annex structures each hour.

f) Locking and unlocking doors and gates as specified.

g) Monitoring all security systems including, but not limited to, burglary or fire systems.

h) Issuing visitor and construction badges to all persons working on the site during specified times during the shift hours. During this period, the physical patrols will be adjusted accordingly.

i) Performing escort duties for CITY personnel as requested.

j) Ensuring unauthorized personnel are not permitted on Water Production grounds or facilities at any time.

k) Notifying the City of Melbourne Police Department of any suspicious persons or incidents during shift assignments but take no enforcement action.

l) Reporting maintenance problems or hazardous safety conditions to the Water Production Superintendent so staff can take appropriate actions to correct them.

m) Maintaining a log of all activity and physical inspections. This log will be completed for each shift upon the completion of each shift and forwarded to the Water Production Department on a daily basis with a summary of incidents handled by the CONTRACTOR personnel.

n) Being alert to surrounding areas of responsibility at all times.

Security Guard Uniform and Appearance:

a) All security guards shall be in full and complete standard identical uniforms while on duty at any post and shall be distinguishable from law enforcement uniforms. Uniforms shall bear the word "Security" in a visible location. CONTRACTOR shall replace worn uniforms and equipment as needed or determined by the CITY. Any security personnel reporting for duty in an unauthorized and unkept uniform, or who exhibits a poor personal appearance (as determined by CONTRACTOR's supervisor or the CITY shall be sent home and replaced within one (1) hour by CONTRACTOR. Failure to replace guard within this timeframe may result in the CITY using a temporary replacement. Temporary replacement will be used and billed against the CONTRACTOR at the replacement security company's wage rate.

b) Security Guards shall have an appearance that is neat, clean and in military style. Men's hairstyles shall be neatly cut and shall not touch the collar. Facial hair must be neat and trimmed. Women's hairstyles shall be kept neatly brushed and not detract from a professional image. Earrings, if worn, are to be post type and not to hang below the ear. Standards of

appearance are at the discretion of the CITY and the CITY reserves the right to reject Security Guards assigned to the contract based solely on their appearance.

c) CONTRACTOR logo badges shall be prominently displayed on the uniforms and on caps. Identifying nameplates shall be clearly visible.

d) On-duty Security Guards shall possess at all times photo identification containing at a minimum: employee name with photo and company name.

e) CONTRACTOR shall provide their assigned Security Guards protective clothing, rain gear, and associated equipment when appropriate.

Security Guard Conduct: Security Guards shall:

a) Perform in a manner consistent with the standards of the security service industry.

b) Have the ability to face situations firmly, tactfully and with respect for the rights of others and conduct themselves in a courteous and professional manner while performing their duties for the CITY.

c) Be able to maintain emotional stability during periods of tension and stress while carrying out assigned duties and have the ability to maintain control in crisis situations.

d) Not leave their assigned duty area until they have been properly relieved or have proper CITY approval.

e) Only use force in accordance with State of Florida Statute 493.

f) Not possess unauthorized firearms, batons, handcuffs, knives, etc. while on duty.

g) Not interfere, impede or delay operations or activities at the CITY facilities.

h) Not be under the influence of alcohol or illegal substances while on duty. Security Guards reporting to work smelling of alcohol or appearing to be under the influence of illegal substances shall be immediately removed from duty. CONTRACTOR shall be responsible for immediate replacement of the Security Guard within one (1) hour.

i) Not sleep, read personal materials, have visitors, use personal cell phones (except for emergencies) while performing their shift. Security guards found sleeping on duty may be immediately dismissed from duty. CONTRACTOR shall be responsible for immediate replacement of the Security Guard within one (1) hour.

C. Equipment

CONTRACTOR shall provide:

1. Communication Equipment: CONTRACTOR shall provide assigned Security Guards with a cellular phone and backup two-way radios to allow immediate contact with City of Melbourne Police, Water Production personnel, and CONTRACTOR'S supervisory staff.

2. Vehicles:

a) CONTRACTOR shall provide appropriate quantity and type of vehicles to perform work under this contract (e.g. truck or automobile) that are legally able to operate on public roads. Under no circumstances shall the CONTRACTOR be permitted to operate CITY vehicles in the performance of work under this contract.

b) CONTRACTOR vehicle(s) shall be registered to the CONTRACTOR and properly insured. Once awarded, CONTRACTOR shall provide copies of the vehicle(s) registration and insurance certificate(s).

c) Vehicle(s) shall be clearly and permanently marked as a security vehicle with the CONTRACTOR name.

d) CONTRACTOR vehicles shall be properly maintained. In the event of a vehicle failure, CONTRACTOR shall remove vehicle from CITY premises for repairs and/or maintenance work and promptly replace with a working vehicle. No maintenance or repairs shall be conducted on CITY property.

e) CONTRACTOR shall provide all associated expenses (fuel, oil, etc.) for vehicle(s) used in performing work under this contract.

3. The CITY shall assume no liability for CONTRACTOR equipment or vehicles.

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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. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

B. CONTRACTOR shall comply with all city, county and state rules, ordinances, regulations and codes. CONTRACTOR must comply with all Department of Transportation, OSHA, Federal and other requirements.

C. CONTRACTOR agrees to promptly notify the CITY of any notice of violation, action, suit, claim, or legal proceeding against the CONTRACTOR relating to any aspect of its performance under this Contract.

D. CONTRACTOR's services performed shall not unreasonably impede, interfere, or delay operations or activities at any CITY facility.

II. SCHEDULES AND BREAKS

A. CONTRACTOR shall be responsible for preparing all work schedules in accordance with CITY's site requirements and assuring that each posted shift is manned as required. Any unmanned posts filled by a CITY employee, or other outside source shall be billed against the CONTRACTOR at the substitute's wage rate. Failure to man for all posted shifts as required may result in termination of contract.

B. Meal breaks are treated as billable time. There is not sufficient coverage to allow guards to leave post for meal breaks.

III. SUBCONTRACTORS

Subcontractors are not permitted for this contract. The Contractor shall have the appropriate qualifications and capacity to perform these services with in-house staff.

IV. REMEDIES

A. Right to Cover: If CONTRACTOR fails to meet any requirements set forth herein, due to no fault of CITY, the CITY may take any of the following actions with or without terminating this AGREEMENT, and in addition to, and without limiting, any other remedies it may have:

1. Employ such means as it may deem advisable and appropriate to perform itself or obtain the services from a third party until the matter is resolved and CONTRACTOR is again able to resume performance under this AGREEMENT; and

2. Deduct all expenses incurred by CITY in obtaining or performing the services from any money then due or to become due CONTRACTOR and, should the CITY's cost of obtaining or performing the services exceed the amount due CONTRACTOR, collect the amount due from CONTRACTOR.

V. LIQUIDATED DAMAGES

A. The CITY may assess the CONTRACTOR the amount of TWENTY DOLLARS ($20.00) per hour that security guard is not on duty (prorated in quarter hours for first 2 hours). The charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the

payment owed to the CONTRACTOR, or charged back to the CONTRACTOR. This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes.

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

VI. INVOICING/PAYMENT

A. Invoices: Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. The information on the invoice must include:

- Company Name
- Remittance address on the face of invoice
- CITY Purchase Order Number
- Invoice Number
- Dates of delivery of services/goods
- Delivery address
- Description of services performed, name of security guard and # of hours

B. Payment: Payment will be made within 45 days after receipt of an invoice acceptable to the CITY, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the CITY shall not approve or accept the CONTRACTOR's services, and agreement cannot be reached between the CITY and the CONTRACTOR to resolve the problem to the CITY's satisfaction, the CITY shall negotiate with the CONTRACTOR on a payment for the services completed and usable to the CITY. The CITY reserves the right to withhold any portion, or all, of a scheduled payment if CONTRACTOR fails to perform under the Contract until such breach has been fully cured to the CITY's satisfaction.

VII. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY

CONTRACTOR shall be solely responsible for any damages to or loss of the CITY's equipment, facilities, property or to adjacent property arising out of the negligent or willful act or omission of CONTRACTOR or its subcontractors. CONTRACTOR shall, at its own expense, repair or replace such damaged items to restore them to the same level of functionality they possessed prior to such damage 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.

VIII. CITY RIGHTS

A. The CITY reserves the right to review, and approve or reject CONTRACTOR assigned staff prior to start of work.

B. The CITY reserves the right to reject or dismiss any CONTRACTOR assigned staff at any time during the performance of the contract. Any costs resulting in a rejection or dismissal and replacement of said staff shall be at the CONTRACTOR'S sole expense.

C. The CITY reserves the right to perform random inspections of CONTRACTOR security procedures and staff. The Water Production Superintendent will notify the CONTRACTOR of security infractions and problems noted. CONTRACTOR shall correct these discrepancies within twenty-four (24) hours.

D. The CITY reserves the right to access CONTRACTOR'S internal and external reports and documents used by CONTRACTOR in the performance and administration of the contract.

E. The CITY reserves the right to inspect the Security Guard drug examination results at any time during the life of the contract.

EXHIBIT A4

PRICING SCHEDULE

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

Item	Description	Est Annual Hours	Fixed Hourly Rate
1	Unarmed Security Guard Services (24/7/365) in accordance with Contract requirements.	8,760	$25.93

PRICE ADJUSTMENTS:

All prices offered herein shall be firm against any increase for one (1) year from the effective date of the Contract. The CITY may entertain a request for a Fixed Hourly Rate price adjustments, in writing prior to the completion of each term of the contract. CONTRACTOR shall be notified in writing of the CITY's intent to renew. It is the CONTRACTOR's responsibility to request any pricing adjustment in writing at least thirty (30) calendar days prior to the completion of each term of the contract. CONTRACTOR's adjustment request must clearly substantiate the requested increase (with copies of manufacturer's invoices, notices of price increases, etc.). No price adjustment will be approved to compensate CONTRACTOR for inefficiency or for errors or omissions in judgment or for additional profit. The CITY reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). The CITY also reserves the right to consider other information related to special economic and/or industry circumstances when evaluating a price change request. The CITY reserves the right to accept or reject the request for a price adjustment and to review contract pricing for price de-escalation utilizing the above methods as well.
New pricing, if acceptable to the CITY, shall go into effect upon execution of contract amendment for renewal.

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

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

2. **Performance Bonds.**
No performance bonds or payment bonds are required by this Contract.

3. **Notice to Parties**

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

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

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

If to the CITY

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

If to CONTRACTOR:

Security Operations & Solutions, Inc.
Calvin J. Rementer
3815 N US Hwy 1, Suite 67
Cocoa, FL 32926

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

4. **Insurance Requirements**

4.1 Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed.

4.2 Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1,000,000 each accident for all owned, non-owned and hired automobiles. In the event the awarded Contractor does not own any

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

4.3 Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit.

4.4 Professional Liability/E&O Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Professional Liability/E&O Insurance coverage with a limit of not less than $1,000,000 per occurrence.

4.5 Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.

4.6 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

RFP# P25025K-0-2025/KL

On file in Procurement Division

EXHIBIT D3

CONTRACTOR'S RESPONSIVE BID/PROPOSAL

RFP# P25025K-0-2025/KL

On file in Procurement Division

PRELIMINARY PROPOSAL RANKING
RFP-P25025K-0-2025/KL
SECURITY GUARD SERVICES - WATER PRODUCTION - TERM CONTRACT

Rank	Offeror	Score
1	Security Operations & Solutions, Inc.	3.9
2	Mason Evans, Inc dba Diamond Investigations & Security	3.25
3	F.I.R.S.T. Team Security Agency	3.23
4	Nation Security Services, LLC	3.15
5	Centurion Security Group, LLC	2.31

FINAL PROPOSAL RANKING
RFP-P25025K-0-2025/KL
SECURITY GUARD SERVICES - WATER PRODUCTION - TERM CONTRACT

Rank	Offeror	Score
1	Security Operations & Solutions, Inc.	3.9
2	Mason Evans, Inc dba Diamond Investigations & Security	3.25
3	F.I.R.S.T. Team Security Agency	3.23
4	Nation Security Services, LLC	3.15
5	Centurion Security Group, LLC	2.31

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

NOTICE OF RECOMMENDATION FOR AWARD
October 30, 2025

RFP-P25025K-0-2025/KL
SECURITY GUARD SERVICES – WATER PRODUCTION – TERM CONTRACT

The Evaluation Committee completed evaluations and scoring of five (5) proposals received and will recommend to the Melbourne City Council that the number one (1) ranked Offeror shown below be awarded the contract for above referenced RFP. Final ranking is as follows:

Rank	Offeror	Score
1	Security Operations & Solutions, Inc.	3.9
2	Mason Evans, Inc dba Diamond Investigations & Security	3.25
3	F.I.R.S.T. Team Security Agency	3.23
4	Nation Security Services, LLC	3.15
5	Centurion Security Group, LLC	2.31

It is anticipated that this recommendation of award will be presented for action by:

☒ City Council on: November 25, 2025

☐ City Manager within the next ten (10) days

☐ Procurement Manager within next five (5) days

Thank you for your participation in the selection process and your interest in working with the City of Melbourne. Please feel free to contact me at 321-608-7064 or at kristina.lamarche@mlbfl.org if you have any questions.

Sincerely,

Kristina LaMarche

Kristina LaMarche
Senior Buyer

An Equal Opportunity Employer
www.melbourneflorida.org

Melbourne City Council
November 25, 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.10.j.

Subject:
Renewal of Pure Storage Evergreen Gold plus Pure Storage Chassis annual support and maintenance.

Background/Consideration:
Pure Storage Flash Array is the current digital storage array on which all the City's business applications, Munis, EnerGov, Computer Aided Dispatch, etc., as well as the VDI/Zero Client terminals, run and perform business transactions at optimal speeds. Pure Storage Evergreen Gold with Chassis is the annual support required to keep the Pure Storage Systems running at peak performance and provide the best response and user experience possible. Renewal of Evergreen Gold is essential to maintaining the optimum performance of all business applications. This renewal utilizes the State of Florida contract number 43210000-23-NASPO-ACS and is available for review in the Procurement Division.

Contract/Solicitation:
This purchase utilizes the contract pricing from State of Florida contract number 43210000-23-NASPO-ACS. All quoted prices are equal to or less than the contract pricing. This contract expires on June 30, 2028.

Fiscal/Budget Impact:
Funding is available in Repair and Maintenance (account 13000516-546080-002).

Requested Action:
Approval to renew Pure Storage Evergreen Gold plus Pure Storage Chassis annual support and maintenance, Presidio Networked Solutions, Orlando, FL - $124,869.88.

PRESIDIO

QUOTE: 2001725068591-01

DATE: 10/27/2025

TO:
City of Melbourne
Kevin Burns
900 E. Strawbridge Ave.
Melbourne, FL 32901

kevin.e.burns@mlbfl.org
(p) (321) 608-7701

FROM:
PNS Orlando Millenia Lakes
Clint Griffin
5337 Millenia Lakes Blvd.
Suite 300
Orlando, FL 32839

clintgriffin@presidio.com
(p) +1.407.284.6668

BILL TO:
City of Melbourne
Kevin Burns
900 E. Strawbridge Ave.
Financial Svcs
Melbourne, FL 32901

kevin.e.burns@mlbfl.org
(p) (321) 608-7701

SHIP TO:
City of Melbourne

900 E. Strawbridge Ave
Information Technology RM-317
Melbourne, FL 32901

Customer#: CITYO413

Contract Vehicle: Florida NASPO VP Pure Storage 23020 FL# 43210000-23-NASPO-ACS

Account Manager: Clint Griffin

Inside Sales Rep: Sylver Fair

Title: CoM - Pure Storage Renewal 2025 due 11/16/2025

#	Part #	Description	List Price	Unit Price	Qty	Discount	Ext List Price	Ext Price
pd-pure1.mlbfl.org: pd-pure1.mlbfl.org (FA-X20R3 53TB)								
1	FA-X20R3-22TB 1MO,PRM,GOLD	FA-X20R3-22TB 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable **Start Date:** 11/18/2025 **End Date:** 11/17/2026 **Serial #s:** pd-pure1.mlbfl.org PCHFS160600D3 FRG1023430QRKM0 PPSPFG19473638 SP01011719 SP01011688 PMZFJ20400091 PMZFJ20400127 FP93951952 FP02772981	$1,376.00	$1,227.86	12.0000	10.77%	$16,512.00	$14,734.32
2	SS-DFM-31TB 1MO,PRM,GOLD	SS-DFM-31TB 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable **Start Date:** 11/18/2025 **End Date:** 11/17/2026 **Serial #s:** PCHFJ2202013E PSPFT22061TEN	$1,175.00	$1,104.50	12	6.00%	$14,100.00	$13,254.00
		Total (pd-pure1.mlbfl.org: pd-pure1.mlbfl.org (FA-X20R3 53TB)):					**$30,612.00**	**$27,988.32**
ch-pure1.ad.mlbfl.org: ch-pure1.ad.mlbfl.org (FA-X20R3 53TB)								

3	FA-X20R3-22TB 1MO,PRM,GOLD	FA-X20R3-22TB 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable **Start Date:** 11/17/2025 **End Date:** 11/17/2026 **Serial #s:** ch-pure1.ad.mlbfl.org PCHFS16040034 FRG1023430QRKM6 PPSPFG1947363B PMZFJ20400088 SP01011666 SP00600041 PMZFJ2038005F FP02529243 FP02527287	$1,376.00	$1,227.86	12.0000	10.77%	$16,512.00	$14,734.32
4	SS-DFM-31TB 1MO,PRM,GOLD	SS-DFM-31TB 1 Month Evergreen Gold Subscription, 4 Hour Delivery, 24/7 Support, DSE capable **Start Date:** 11/17/2025 **End Date:** 11/17/2026 **Serial #s:** PCHFJ220400DC PSPFT22061TEK	$1,175.00	$1,104.50	12	6.00%	$14,100.00	$13,254.00
		Total (ch-pure1.ad.mlbfl.org: ch-pure1.ad.mlbfl.org (FA-X20R3 53TB)):					**$30,612.00**	**$27,988.32**
pd-pure2-c.mlbfl.org: pd-pure2-c.mlbfl.org (FA-C70R4 247TB)								
5	FA-C60-247TB 1MO,PRM,SILVER	FA-C60-1390TB 1 Month Evergreen Silver Subscription, NBD Delivery, 24/7 Support **Start Date:** 11/18/2025 **End Date:** 11/17/2026 **Serial #s:** pd-pure2-c.mlbfl.org PCHFJ20510057 PSPFT21031A9B	$2,367.00	$1,315.00	12	44.45%	$28,404.00	$15,780.00
6	C60R3 toC70R4CNTLRUPG1M OPRMFND	C60R3 to C70R4 CNTLR UPG, 1MO,PRM,FND **Start Date:** 09/29/2025 **End Date:** 11/17/2026 **Serial #s:** pd-pure2-c.mlbfl.org	$1,600.00	$1,333.33	14.0000	16.67%	$22,400.00	$18,666.62
7	MNT-Reinstatement	MNT-Reinstatement	$0.00	$0.00	1	0.00%	$0.00	$0.00
		Total (pd-pure2-c.mlbfl.org: pd-pure2-c.mlbfl.org (FA-C70R4 247TB)):					**$50,804.00**	**$34,446.62**
ch-pure2-c.mlbfl.org: ch-pure2-c.mlbfl.org (FA-C70R4 247TB)								
8	FA-C60-247TB 1MO,PRM,SILVER	FA-C60-1390TB 1 Month Evergreen Silver Subscription, NBD Delivery, 24/7 Support **Start Date:** 11/18/2025 **End Date:** 11/17/2026 **Serial #s:** ch-pure2-c.mlbfl.org PCHFJ20500074 PSPFT203211BZ	$2,367.00	$1,315.00	12	44.45%	$28,404.00	$15,780.00
9	C60R3 toC70R4CNTLRUPG1M OPRMFND	C60R3 to C70R4 CNTLR UPG, 1MO,PRM,FND **Start Date:** 09/29/2025 **End Date:** 11/17/2026 **Serial #s:** ch-pure2-c.mlbfl.org	$1,600.00	$1,333.33	14.0000	16.67%	$22,400.00	$18,666.62
10	MNT-Reinstatement	MNT-Reinstatement	$0.00	$0.00	1	0.00%	$0.00	$0.00

Total (ch-pure2-c.mlbfl.org: ch-pure2-c.mlbfl.org (FA-C70R4 247TB)):	**$50,804.00**	**$34,446.62**

Total List Price:	**$162,832.00**
Sub Total:	**$124,869.88**
Grand Total:	**$124,869.88**

THIS QUOTE IS GOVERNED BY THE TERMS AND CONDITIONS OF NAPSO VALUEPOINT PURE STORAGE CONTRACT 23020 FLORIDA 43210000-23-NASPO-ACS

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
NAPSO VALUEPOINT PURE STORAGE CONTRACT 23020 FLORIDA 43210000-23-NASPO-ACS

Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

Account name: 10152532

CITY OF MELBOURNE
900 E STRAWBRIDGE AVE
MELBOURNE FL 32901-4739

SHIP-TO

CITY OF MELBOURNE
900 E STRAWBRIDGE AVE
MELBOURNE FL 32901-4739

Quotation

Quotation Number	: 0228916688
Document Date	: 24-OCT-2025
PO Number	:
PO Release	:
Sales Rep	: DJ McBride
Email	: DJ.MCBRIDE@INSIGHT.COM
Phone	: +15015054707

We deliver according to the following terms:

Payment Terms	: Net 30 days
Ship Via	: Insight Assigned Carrier/Ground
Terms of Delivery	: FOB DESTINATION
Currency	: USD

Material	Material Description	Quantity	Unit Price	Extended Price
FAX20R322TB1MOPRM4	Pure Storage Evergreen Gold Subscription - extended service agreement - 1 month - on-site OPEN MARKET	12	1,353.22	16,238.64
SSDFM31TB1MOPRMG0	Pure Evergreen Gold Subscription - extended service agreement - 1 month - on-site OPEN MARKET	12	1,165.54	13,986.48
FAX20R322TB1MOPRM4	Pure Storage Evergreen Gold Subscription - extended service agreement - 1 month - on-site OPEN MARKET	12	1,353.22	16,238.64
SSDFM31TB1MOPRMG0	Pure Evergreen Gold Subscription - extended service agreement - 1 month - on-site OPEN MARKET	12	1,165.54	13,986.48
FAC60247TB1MOPRMS	PURE STORAGE FA-C60-247TB 1 MONTH SILVER SUBSCRIPTION, 4 HOUR DELIVERY, 24/7 SUPPORT OPEN MARKET	12	2,167.70	26,012.40
C60R3TOC70R4CNTLR2	CH-PURE2-C.MLBFL.ORG Coverage Dates: 29-SEP-2025 - 17-NOV-2026 OPEN MARKET	14	1,507.14	21,099.96
MNT-REINSTATEMENT	MNT-Reinstatement OPEN MARKET	1	0.00	0.00
FAC60247TB1MOPRMS	PURE STORAGE FA-C60-247TB 1 MONTH SILVER SUBSCRIPTION, 4 HOUR DELIVERY, 24/7 SUPPORT OPEN MARKET	12	2,167.70	26,012.40

Material	Material Description	Quantity	Unit Price	Extended Pri
C60R3TOC70R4CNTLR2	CH-PURE2-C.MLBFL.ORG Coverage Dates: 29-SEP-2025 - 17-NOV-2026 OPEN MARKET	14	1,507.14	21,099.96
MNT-REINSTATEMENT	MNT-Reinstatement OPEN MARKET	1	0.00	0.00

Product Subtotal	42,199.92
Services Subtotal	112,475.04
TAX	0.00
Total	154,674.96

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

DJ McBride
+15015054707
DJ.MCBRIDE@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

https://www.insight.com/terms-and-policies

Pricing Proposal
Quotation #: 26785283
Created On: 10/23/2025
Valid Until: 11/22/2025

FL-City of Melbourne

Howard Cheatham
900 E. STRAWBRIDGE AVE
FINANCE DEPT/ACCOUNTING
MELBOURNE, FL 32901
United States
Phone: 4079536320
Fax:
Email: Howard.Cheatham@mlbfl.org

Inside Account Executive

John Kearney
290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-564-8563
Fax: 732-564-8363
Email: John_Kearney@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	FA-X20R3-22TB 1MO,PRM,GOLD (pd-pure1.mlbfl.org) Pure Storage - Part#: FA-X20R3-22TB1MO,PRM,GOLD Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/18/2025 – 11/17/2026 **Note:** Software, ESD ; For FA-X20R3 53TB	12	$1,376.00	$1,292.93	$15,515.16
2	SS-DFM-31TB 1MO,PRM,GOLD (pd-pure1.mlbfl.org) Pure Storage - Part#: SS-DFM-31TB1MO,PRM,GOLD Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/18/2025 – 11/17/2026 **Note:** Software, ESD ; For FA-X20R3 53TB	12	$1,175.00	$1,113.61	$13,363.32
3	FA-X20R3-22TB 1MO,PRM,GOLD (ch-pure1.ad.mlbfl.org) Pure Storage - Part#: FA-X20R3-22TB1MO,PRM,GOLD Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/17/2025 – 11/17/2026 **Note:** Software, ESD ; For FA-X20R3 53TB	12	$1,376.00	$1,292.93	$15,515.16
4	SS-DFM-31TB 1MO,PRM,GOLD (ch-pure1.ad.mlbfl.org) Pure Storage - Part#: SS-DFM-31TB1MO,PRM,GOLD Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/17/2025 – 11/17/2026 **Note:** Software, ESD ; For FA-X20R3 53TB	12	$1,175.00	$1,113.61	$13,363.32
5	FA-C60-247TB 1MO,PRM,SILVER (pd-pure2-c.mlbfl.org) Pure Storage - Part#: FA-C60-247TB1MO,PRM,SILVER Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/18/2025 – 11/17/2026 **Note:** Software, ESD ; For FA-C70R4 247TB	12	$2,367.00	$2,130.30	$25,563.60
6	C60R3 to C70R4 CNTLR UPG,1MO,PRM,FND (pd-pure2-c.mlbfl.org)	14	$1,600.00	$1,440.00	$20,160.00

	Pure Storage - Part#: C60R3toC70R4CNTLRUPG,1MO,PRM,FND Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/29/2025 – 11/17/2026 **Note:** Software, ESD ; For FA-C70R4 247TB				
7	MNT-Reinstatement Pure Storage - Part#: MNT-Reinstatement Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI **Note:** Software, ESD ; For FA-C70R4 247TB	1	$0.00	$0.00	$0.00
8	FA-C60-247TB 1MO,PRM,SILVER (ch-pure2-c.mlbfl.org) Pure Storage - Part#: FA-C60-247TB1MO,PRM,SILVER Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 11/18/2025 – 11/17/2026 **Note:** Software, ESD ; For FA-C70R4 247TB	12	$2,367.00	$2,130.30	$25,563.60
9	C60R3 to C70R4 CNTLR UPG,1MO,PRM,FND (ch-pure2-c.mlbfl.org) Pure Storage - Part#: C60R3toC70R4CNTLRUPG,1MO,PRM,FND Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Coverage Term: 9/29/2025 – 11/17/2026 **Note:** Software, ESD ; For FA-C70R4 247TB	14	$1,600.00	$1,440.00	$20,160.00
				Subtotal	$149,204.16
				Total	$149,204.16

Additional Comments

Returns available via Pure Love Your Storage guarantee

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

In order to ensure a that we can provide you with accurate shipping costs for any hardware on this quote, please provide us with answers to these questions:

- Is Inside Delivery Required? (Yes/No)
- Is a Delivery Ticket Required? (Yes/No)
- Is there a freight elevator on site? (Yes/No)
- Is a Delivery Appointment Required? (Yes/No)
- Is a Forklift or Pallet Jack Required? (Yes/No)
- Are there pallet size limitations? (Yes/No)
- Is a Liftgate Required? (Yes/No)
- Are there truck size limitations? (Yes/No)
- Is Pallet and Debris Removal Required? (Yes/No)
- Add Floor Covering to Inside Delivery? (Yes/No)

- Does the delivery site require a Certificate of Insurance (COI)? If yes, provide Sample COI from Customer (Yes/No)
- Other Special Delivery Instructions, additional care or handling notes: (Yes/No)

The following EULA applies to all Pure Storage products on this quote:

https://www.purestorage.com/docs.html?item=/type/pdf/subtype/doc/path/content/dam/pdf/en/legal/pure-enduser-agreement.pdf

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Financial Services
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.10.k.

Subject:
Purchase of Beacon Mobile Hosting Fees, Badger Meter, Inc., Milwaukee, WI - estimated annual cost of $600,000.

Background/Consideration:
The City utilizes the Beacon software package offered by Badger Meter, Inc., the City's vendor for water meters and water meter parts. This software assists in the conversion of raw usage data to billable amounts for water, wastewater, and reclaimed water services. The majority of the City's meter inventory transmits data via transponders and is picked up by equipment attached to vehicles driven by Meter Services staff for upload into the Beacon software. As these transponders meet the end of their useful life, staff has been retrofitting our current meters with cellular-capable endpoints which can transmit usage data remotely, eventually eliminating the need for staff to drive equipment around the City and providing near real-time data to identify and address leaks faster.

Use of the Beacon software is billed to the City on a per meter, per month basis. The City pays $0.04 per meter, and an additional $0.81 per cellular capable meter, as established via the original sole source quote received from software implementation in April 2020. Based on the most recent billing information, the City has 59,989 meters, with 47,153 meters with cellular capabilities, which equates to roughly $1,886 in hosting fees and $38,194 in cellular fees per month. The increase in cellular capable meters has necessitated the need for Council to authorize an annual spend based on thresholds established in the City's Procurement Manual.

Using the most recent billing information and anticipating an increase as more meters are retrofitted, staff is recommending an annual spend of approximately $600,000 for FY 2026.

Contract/Solicitation:
This is a sole source purchase. A completed sole source form is attached.

Fiscal/Budget Impact:
There is sufficient funding in 61200536-534000 - Other Contract Services.

Requested Action:
Approval of purchase of Beacon Mobile Hosting Fees, Badger Meter, Inc. Milwaukee, WI - estimated annual cost of $600,000.

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	11/17/2025
TO:	GREGORY BUNN
THRU:	
FROM:	ROSS MCGINN
Product/Service Description:	Beacon Mobile Hosting and Cellular Fees

PART I

CHECK ONE: ☐ FIRST APPLICATION ☑ RENEWAL

SOLE SOURCEOSINGLE SOURCEOSOLE BRANDOSTANDARDIZATION

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

REQUEST FOR: ☒ **SOLE SOURCE*** ☐ **SOLE BRAND***
☐ **SINGLE SOURCE*** ☐ **STANDARDIZATION***

(More than one box above may be checked)

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

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

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

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

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

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

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

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

DEFINITION OF UNIQUELY*:

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

Order must be placed by:	**10/01/2025**	**Product/Service needed by:**	**ASAP**
Proposed Vendor:	**BADGER METER, INC.**		
Address:	**4545 W. BROWN DEER ROAD, MILWAUKEE, WI 53223**		
Brand:	**N/A**	**Product #:**	**N/A**
Estimated Cost of Purchase:	**$600,000**	**Account to be charged:**	**61200536-534000**

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

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alte matives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and co mpatibility. Describe what steps have been undertaken to make this determination:

The City's meter inventory is predominately supplied via Badger Meter, Inc. This software, to our knowledge, is proprietary in nature and is required to use in conjunction with Badger Meter water meters and parts.

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

Beacon Software is developed and maintained by Badger Meter, Inc. and is unavailable from other vendors.

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this ve ndor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so , Estimated Annual Expenditure: $ 150,000 for FY 2024, anticipated to increase.

Yes. This is a requisite cost for use of the Beacon Software. As long as the City utilizes Beacon, this cost will be recurring.

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

Badger Meter is one of four companies that have produced nearly all water meters sold in the United States. Rockwell Automation, Neptune Water Meter, and Hersey Products also have water meter, water meter parts, and smart water solutions, but changing between vendors is a mult-year investment with significant capital requirements. In the short-term, alternatives are not viable.

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

The City will lose its ability to utilize a critical revenue generating software.

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

Requested by (print):	**ROSS MCGINN, DIRECTOR OF FINANCE**	**Date:**	**11/17/24**
Dept. Head Signature:		**Date:**	11/17/24

DO NOT WRITE BELOW THIS LINE
FOR PROCUREMENT DIVISION USE ONLY

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

APPROVED: _____, 11/17/25
Procurement Team Member — Date

DISAPPROVED: _____ If not approved state reason below:

_____

_____

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Financial Services
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.10.l.

Subject:
FY2025 Fourth Quarter Budget Review

Background/Consideration:
Each quarter, staff reviews the City's budget in comparison to actual revenue collections and expenditures in order to track the progress of the financial condition of the City. The attached report covers the fourth quarter of FY 2025, which includes activity from October 1, 2024 to September 30, 2025.

In summary, the City ended FY 2025 in a positive position. A brief overview of year-end fund performance is discussed in the attached report. Budget adjustments utilizing year-end operational savings are recommended to supplement funding for various projects. Net changes recommended to fund budgets in the fourth quarter budget review are as follows:

Fund	Amendment
General Fund	($1,905,646)
SHIP Fund	108,137
Workers Compensation Fund	1,107,717
Risk Management Fund	177,470
Capital Improvement Fund	228,816
Total	**($283,506)**

Fiscal/Budget Impact:
Fiscal Year 2025 has concluded. The attached resolution recognizes revenue and expenditure adjustments based on year-end performance. The budget impact is a net decrease of $283,506.

Requested Action:
Approval of Resolution No. 4389.

MEMORANDUM

To: Jenni Lamb, City Manager

Thru: Ross McGinn, Director of Finance

From: Marla S. Keehn, Management & Budget Officer

Date: November 12, 2025

Subject: Fiscal Year 2025 Fourth Quarter Budget Review

Summary

This report presents an overview of the City's operating expenditures and revenue collections through the fourth quarter of Fiscal Year 2025. Each quarter, staff reviews the City's budget in comparison to actual revenue collections and expenditures in order to track the progress of the financial condition of the City. During the fourth quarter review, year-end budget amendments may be necessary to address issues that have arisen during the closing months of the year.

In summary, the City ended FY2025 in a positive position. A brief overview of year-end fund performances is discussed below, as well as recommended budget amendments. The net changes recommended to fund budgets in the fourth quarter budget review are as follows:

Fund	Amendment
General Fund	($1,905,646)
State Housing Initiative Partnership (SHIP)	108,137
Workers Compensation Fund	1,107,717
Risk Management Fund	177,470
Capital Improvement Fund	228,816
Total	**($283,506)**

General Fund

Revenue

General Fund year-end estimated budgeted revenues equaled 103% of budget, exceeding budget by approximately $3.4 million. Most major revenue streams performed well with most achieving or exceeding budget.

Electric utility and franchise fees once again exceeded estimated revenue as kilowatt hour (kWh) usage in the City spiked in August 2025, recording 123,258,851 kWh, the highest month

of usage recorded since at least 2020. This usage was predominantly driven by residential use, which also recorded the highest month of billings since at least 2020 as well.

Interest income continues to enjoy a banner year, recording the best single fiscal year of interest earnings in the City's history to date. While this is a positive achievement, it comes during a backdrop of continued economic uncertainty and sticky inflationary pressure. City Council has wisely treated and viewed this increase in interest earnings as transitory and supported staff's recommendation to avoid committing this spike in revenue to recurring costs, especially with the Federal Reserve signaling the potential for further rate cuts as the labor market continues to soften.

Development-related revenue such as plan checking fees and fire plan review fees, saw an increase driven by the revision of the fees as approved by City Council at their June 10, 2025 meeting to better recoup development costs incurred by the City staff during the review process.

The table below shows some of the City's major revenues that outperformed budget estimates. In addition, unbudgeted revenues are included at the bottom of the chart, and given the one-time nature of the sale of surplus property and Lake Washington Mitigation Bank credits, these unbudgeted revenues will fund one-time capital expenditures in the future.

Revenue Description	FY2025 Revised Budget	FY2025 Estimated Actuals	Budget Variance
Electric Utility Tax	$10,200,000	$10,647,280	$447,280
Electric Franchise Fee	7,400,000	7,676,805	276,805
Interest Income	5,500,000	5,705,007	205,007
Plan Checking Fees	235,000	414,533	179,533
Fire Plan Review Fees	130,000	303,715	173,715
Building Permits (City Code Only)	175,000	243,149	68,149
Communication Services Tax	4,850,000	4,935,292	85,292
Recreation Facility Rentals	536,200	630,788	94,588
Lake Washington Mitigation Bank	0	501,326	501,326
Sale of Surplus Property	0	300,038	300,038

Expenditures

On a budgetary-basis, expenditures were at 99% of budget at the end of the fiscal year, coming in $1 million under budget. This is primarily due to a credit to fire retirement costs, unused reserve and contingency accounts in the General Fund divisions, as well as departmental operating savings. Across all divisions, estimated encumbrances of $5.5 million

will carry forward to FY2026, which includes $3 million for the previously-approved affordable housing funding for Providence Connects.

Insurance costs, including workers compensation, general liability, auto, and property insurance significantly increased in FY2025, as previously reported to Council earlier in the year. At year end, General Fund divisions incurred an additional cost of $847,000 for workers compensation insurance and an additional cost of $467,939 for liability, auto and property insurance. New appropriations are not necessary as the use of operational savings through administrative adjustments will be made to cover the additional costs. Further details regarding insurances and fund-wide impacts are discussed in the Internal Service Funds section of this report.

The following section includes details for recommended budget adjustments to the General Fund.

Year End Budget Adjustments:

With remaining operational savings after adjustments for insurance costs, the following General Fund operating budget adjustments for FY2025 are recommended:

- ARPA Reconciliation: A budget reduction of $2,680,031 in unspent ARPA funds is necessary to true-up actual expenditures and revenues in accordance with accounting standards. Projects previously approved by Council in prior fiscal years that have not yet expended funds will be re-appropriated as part of the FY2026 Budget.

- Lake Washington Mitigation Bank: A budget amendment to recognize revenue received from the sale of land bank mitigation credits is recommended to establish capital improvement project for the extension of Washingtonia Drive**.** The City's interest in the Lake Washington Mitigation Bank was purchased through Transportation Impact Fees, particularly to ensure mitigation credits were available for the Washingtonia Drive project as the area contains wetlands that would be impacted by the extension. Staff is recommending retaining this revenue source to fund the future Washingtonia project as it is also transportation-based in nature and the impact fee zone it would draw upon has other significant commitments like the widening of Commodore Blvd and the extension of North Drive.

- State Housing Initiative Partnership (SHIP) Program Administration Income: A budget amendment to increase program administration revenue from the SHIP program in the amount of $5,407 is requested to keep the associated General Fund accounts in line with the SHIP budget

- Fire Department - Insurance Premium Tax: A budget amendment is required to recognize additional revenue and expenditures for Fire Operations. The Insurance Premium Tax is a tax imposed on property and casualty insurance policies within Melbourne. The revenue is received from the State and then distributed by the City to

the Fire pension fund. $267,652 will be added to the Fire Department's budget to accommodate the pass-through.

- Fire Department – SCBAs: A budget transfer of $500,000 is recommended from operational savings in the Fire Department that resulted from actuarial credits to the fire retirement expense account and unused funding that was set aside as a grant match for the replacement of 86 self-contained breath apparatuses to CIP Project No. 10625 – SCBA Replacements. Initial funding for the project was appropriated during the second quarter review when it became apparent that the federal AFG grant funds had been exhausted and our grant application would not be funded. This transfer will complete the funding required to proceed with the purchase. Further details are provided in the capital improvement section of this report.

- Fire Department – Temporary Mobile Fire Station: A budget transfer of $100,000 from Fire Department operational savings resulting from actuarial credits to the fire retirement expense account to CIP Project No. 11025 – Temporary Mobile Fire Station. Seed funding for the project was appropriated during the second quarter review and then supplemented on the third quarter review. An additional $100,000 is requested to purchase a carport-style structure to provide covered housing for the apparatus and an air-conditioned storage container for secure and climate-controlled storage of turnout gear. Further details are provided in the capital improvement section of this report.

Special Revenue Funds

Building Fund

Building Fund operations were separated from the General Fund in the FY2025 adopted budget and placed into a special revenue fund in order to separately track the operating revenues and expenditures in compliance with Florida State Statute §553.80(7),which requires all building fees be used for enforcement of the Florida Building Code.

At year-end, revenues were at 143% of budget, compared to 110% last fiscal year, exceeding budget by $968,000. This is due to two large development projects that recently commenced, Florida Tech's new student housing project at Babcock and University, and the Dassault Falcon Jet project on Apollo Road. These two projects account for 32% of revenue collected in FY2025, and as a result, building permit revenue exceeded budget by approximately $539,000. For the same reason, plan checking fees exceeded budget by $300,000.

Expenditures in the same period, including encumbrances, were at 86%, equal to last year's performance and in line with budget expectations.

Budget amendments to the Building Fund are not requested at this time.

Golf Courses

In FY2025, golf operations continued to operate within the newly established special revenue fund, allowing for improved transparency and accountability in tracking the financial performance of both Crane Creek Reserve and Harbor City Golf Courses. The separation from the General Fund provides a clearer picture of how golf operations impact City resources while enabling staff to focus on maintaining cost control and operational efficiency.

Golf activity during FY2025 reflected overall stability and gradual improvement compared to previous years. Both courses experienced strong participation during the peak season, supported by favorable weather conditions and ongoing marketing efforts. However, as expected, play levels declined in the latter months of the fiscal year with the seasonal departure of residents and elevated summer temperatures. In addition, heavy rainfall during August and September significantly affected course playability and access. At Crane Creek Reserve, the course was closed for eight days and restricted to walking-only play for sixteen days in August, followed by an additional fifteen walking-only days in September. These weather-related impacts contributed to the late season decline in revenue.

At Crane Creek Reserve Golf Course, year-end results show total revenue of $1,881,204 against expenditures of $2,099,498, resulting in a deficit of $218,294. The course continues to rebuild financially following prior-year renovations to greens and irrigation systems. Operational performance has strengthened as play has normalized, though revenues have not yet fully offset the increased costs associated with maintenance and course recovery. The Crane Creek Restaurant provided a modest surplus of $12,270, partially mitigating the overall shortfall.

At Harbor City Golf Course, performance remained steady through most of the fiscal year, generating $2,220,776 in revenue and $2,390,148 in expenditures, for a deficit of $169,372. The softening in revenue compared to early-year performance reflects typical seasonal trends, the return of players to Crane Creek following its reopening, and the weather conditions that reduced play opportunities during the final two months of the fiscal year. The Harbor City Restaurant continued to be profitable, contributing a surplus of $42,550. The Fund also recorded $28,316 in interest income, which helped to offset a portion of the Fund’s deficit.

When combined, the two golf course operations recorded $4,382,068 in total revenue and $4,686,598 in expenditures, resulting in a fund deficit of $304,530 for the year. A budget deficit of $903,577 was estimated in the FY2025 adopted budget and a corresponding appropriation from the General Fund was included. While expenditures remained consistent with operational needs, the decline in revenue during the off-season months—exacerbated by frequent rainfall and related closures—was the primary factor contributing to the year-end shortfall. Staff continues to closely monitor all aspects of Golf Course operations, emphasizing cost containment and operational efficiency. Despite not yet achieving full self-sustainability, FY2025 outcomes reflect progress toward stabilizing golf operations and improving the long-term financial outlook of both facilities. Given prior financial experience, while the subsidy in its

entirety was not needed, further investment in the Golf Courses is necessary to fund future capital expenditures.

GOLF COURSES
FY2025 ANALYSIS OF REVENUE AND EXPENDITURES
OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025

Golf Course Fund	FY2025 Revenue Collected	FY2025 YTD Expenditures	Surplus/Deficit
Crane Creek Reserve GC	$1,881,204	$2,099,498	$(218,294)
Crane Creek Restaurant	123,006	110,736	12,270
Harbor City GC	2,220,776	2,390,148	(169,372)
Harbor City Restaurant	128,766	86,216	42,550
Non-Departmental[1]	931,893	0	28,316
Totals	**$5,285,645**	**$4,686,598**	**$599,047**
Less General Fund Contribution	(903,577)	0	(903,577)
Actual Performance	**$4,382,068**	**$4,686,598**	**$(304,530)**

[1]Includes GF Appropriation of $903,577

State Housing Initiative Partnership (SHIP)

The State Housing Initiative Partnership is grant funding received in advance by the City prior to the actual expenditure of funds. Budget amendments are necessary to recognize additional income and to appropriate funds to programs previously approved by City Council.

The SHIP Fund's interest income has increased by $26,750.54. It is recommended that $25,413.01 be appropriated to Rehabilitation Contracts and $1,337.53 (5%) be appropriated to the General Fund for Program Administration, in accordance with Florida State Statute 420.9075(7) and City of Melbourne Resolution No. 4087.

Properties located at Lawrence Drive and Choctaw Drive that previously received SHIP assistance have paid off their commitment. $77,317 will be appropriated to Rehabilitation Contracts and $4,069.34 (5%) to the general fund for Program Administration, in accordance with Florida Statute 420.9075(7) and City of Melbourne Resolution No. 4087.

Enterprise Funds

Water & Sewer Fund

Water & Sewer revenue collections and expenditures were within budget at the end of the fiscal year. Revenue collected equaled 100% of budget, while operating expenditures were at 97.5% of budget, resulting in a budget surplus of $885,000. Across all divisions, estimated encumbrances of $4.5 million will carry forward to FY2026. While the fund experienced significant cost increases in solid waste disposal, chemicals and fertilizers, and insurance costs, there were fewer machinery & equipment purchases and less emergency repair costs than FY2024, which helped offset operational increases. The greatest expense to the fund were transfers to capital projects and debt service payments. There are a large number of ongoing capital projects funded by user fees, bond proceeds and SRF loans. Staff continually monitors the progress of all projects, which enables us to utilize funding sources based on priority relative to the construction status of each project so that we are utilizing the funding sources that will most benefit the City's financial position.

Similar to the General Fund, adjustments to the Water & Sewer Fund are necessary to cover additional costs for workers compensation. Administrative transfers totaling $119,712 for increased workers compensation charges in various divisions will be made utilizing Water & Sewer Fund operational savings.

Transfers netting ($18,498) for risk management insurance premiums to all Water & Sewer divisions is necessary to reflect the revised Risk Management insurance allocation. Although general liability and auto insurance increased, property insurance came in under the budgeted level resulting in overall lower year-end costs for the Water Production and Water Reclamation plants. This will result in a net credit to the operating contingency account.

Stormwater Utility Fund

The Stormwater Utility Fund ended the fiscal year with an estimated budget surplus of $900,000. Revenue collections were at 114% of budget, primarily due to interest income, which exceeded budget by $380,000. Overall expenditures, including encumbrances, were at 85% of budget, coming in under budget by $470,000 due to savings that resulted from vacant positions, reduced costs related to public education, which is being performed by City staff, and unspent operating reserves.

Budget amendments to the Stormwater Utility Fund are not requested at this time.

Internal Service Funds

Risk Management (Property/Auto/Liability Insurance)

Insurance costs exceeded budget estimates by $75,000 due to an increase in premiums. In addition, liability reserve expenses exceeded budget by approximately $141,000 due to increased claims.

In addition, the original budget utilized $288,564 in prior year surplus to offset department charges for General Fund divisions. It is appropriate at this time to return those funds to reserves and allocate the actual expenditures to the departments.

A full recalculation of the insurance allocation has been performed, based on year-end expenditures, and as a result a net appropriation of $177,470 to the Fund is necessary to cover expenditures.

Shown below is a summary of the recalculated risk allocations and impacts to each Fund, which were offset by departmental savings.

2025 RISK MANAGEMENT BUDGET ALLOCATIONS			
CITY-WIDE RISK ALLOCATION -4TH QTR REVISION			
	FY2025 Final Budget	FY2025 Final Charges	Amount Due/Returned
Fund			
AIRPORT	$597,936	$606,969	$9,033
GENERAL FUND	1,694,102	2,153,124	459,022
BUILDING FUND	39,421	48,253	8,832
DOWNTOWN CRA	40,048	37,895	(2,153)
GOLF COURSES	55,916	65,269	9,353
STORMWATER UTILITY	52,797	59,225	6,428
WATER & SEWER FUND	1,469,365	1,444,884	(24,481)
TOTAL	$3,949,585	$4,415,619	$466,034

Workers Compensation

Revenue in the Workers Compensation Fund exceeded budget estimates by approximately $131,000 due to interest income, while expenses overall exceeded budget estimates by approximately $1.1 million due to skyrocketing workers compensation re-insurance and claim reserve costs. Re-insurance costs increased over the last fiscal year by $235,000, up 46%. The Workers Compensation Claims expense budget (which is reflective of outstanding claims) increased by 50%, exceeding budget estimates by $880,000. At the time of building the FY2025 budget in April of 2024, there were 81 open claims. As of the end of the fourth quarter, there are 106 open claims, a 31% increase.

Shown below is a breakdown of the City's open Workers Compensation claims by division and reflects the impact to each fund. The open claims listed below represent claims by both active and separated employees. In addition to the increased liability in the fund, many of these claims have a direct negative impact on overtime costs, which is reflective in the Police Department, where overtime costs exceeded the adopted budget for overtime by nearly $500,000, after excluding overtime costs related to Hurricane Milton.

DIVISION	Open Claims as of 4/1/24	Open Claims as of 9/30/25	% of Total As of 9/30/25	Impact to Divisions
General Fund				
Information Technology	1	1	1%	9,209
Recreation	2	2	2%	18,417
Grant Street Community Center	1	1	1%	9,209
Police Admin	1	1	1%	9,209
Police Operations	40	38	36%	349,923
Police Support Services	3	3	3%	27,626
Fire Operations	17	30	28%	276,255
Code Compliance	1	4	4%	36,834
Parks Maintenance/Cemeteries	3	10	8%	92,086
Facilities	1	1	1%	9,209
Streets Management	2	1	1%	9,209
Total	**72**	**92**	**86%**	**$847,186**
Golf Course Fund				
Crane Creek Golf Course **Total**	**0**	**1**	**1%**	**$ 9,209**
Water & Sewer Fund				
Meter Services	1	2	2%	18,417
Wastewater Collection	2	2	2%	18,417
Water Distribution	4	5	5%	46,043
Water Production	2	3	3%	27,626
Water Reclamation	0	1	1%	9,209
Total	**9**	**13**	**13%**	**$119,712**
Grand Total	**81**	**106**		**$976,107**

A full recalculation of the workers comp allocation has been performed, based on year-end expenditures, and as a result an additional appropriation of $1,107,717 to the Fund is necessary to cover expenditures. Impact to the departments was offset by additional interest income noted above.

Capital Improvement Funds

Following are recommended adjustments to the Capital Improvement Fund, some of which were discussed above.

General Projects – Fund 311

- Bus Shelters (CIP #06121). This project involved the installation of two bus shelters located at University Boulevard and Babcock Street, and at Florida Avenue and Lipscomb Street. The project has been successfully completed and was funded through Community Development Block Grant (CDBG) funds. As the project is now finalized, a budget amendment of $1,564 is recommended to close-out the project.

- SCBA Replacements (CIP #10625). SCBA units are worn by the members of the Fire Department to provide respiratory protection when performing firefighting activities in IDLH (Immediately Dangerous to Life or Health) environments. The current SCBA packs and bottles are nearly two NFPA Standards old, with increasing maintenance and repair costs. $1,000,000 was previously appropriated for this project in a prior quarterly amendment. The department is requesting an additional $500,000 to fully fund the replacement of 115 air packs, 170 face masks, 345 air cylinders, and 3 rapid intervention team packs. Funding will be transferred from savings in the Fire Department's operating budget.

- Temporary Mobile Fire Station (CIP #11025). This is an established project for a temporary fire station to be used while new facilities are being constructed. The additional funding will be used to permit and purchase a carport-style structure to provide covered housing for the apparatus, as well as an air-conditioned storage container for secure and climate-controlled storage of turnout gear. These additions will help protect the equipment from the elements, improve operational readiness, and ensure the temporary station can effectively support fire response operations. A budget adjustment of $100,000 is recommended. Funding will be transferred from operational savings in the Fire Department's budget.

- Line Street Cemetery Security Fence and Signage (CIP #11625). The City has been awarded funding in the amount of $50,000 for the Unraveling History – Line Street Cemetery project. This is Phase II of the project after completion of the ground penetrating radar survey last year. Phase II will include installation of a new security fence, informational signage, and cemetery access improvements. A budget amendment to recognize the grant funding is necessary.

- Parks Division Turf/Sweeper Vacuum (CIP #11725). This is a request to establish a project for the Parks Division to purchase a turf sweeper to remove thatch following verticutting of the athletic fields. Parks has been borrowing a 23-year-old unit from Golf,

but it is beyond repair. Acquiring a new turf sweeper vac will ensure the continued proper maintenance and playability of the athletic fields while improving efficiency and safety for maintenance staff. A budget transfer from Project No. 10099 – Unappropriated Budget Savings in the amount of $35,133 is recommended.

- Sherwood Pool Building Doors (CIP #11825). This is a request to establish a project to replace all five doors and doorframes at the Sherwood Pool building. Upon evaluation, it was determined that the existing metal doors, frames, and locks have been severely damaged by chlorine exposure. The corrosion has caused the doors to rust, stick, and experience locking issues, making full replacement necessary. The new installations will utilize fiberglass doors and frames to prevent future deterioration and extend service life. A budget transfer from Project No. 10099 – Unappropriated Budget Savings in the amount of $55,000 is recommended.

- Jimmy Moore Pickleball Complex Pro Shop Pavilion Replacement (CIP #11925). This is a request to establish a project to replace the covered pavilion located at the back of the Pro Shop with a new detached shade structure. The existing pavilion roof has been deemed irreparable and requires removal by the Building Department. Since the structure is attached to the building, full replacement would require sealed drawings and wind-load calculations to ensure compliance with structural and safety standards, making it cost-prohibitive. A detached pavilion type structure will be installed in its place. A budget transfer from Project No. 10099 – Unappropriated Budget Savings in the amount of $47,000 is recommended.

Mobility Projects – Fund 351

- Harbor City Elementary Safe Routes to School (CIP #85424). This project will not be moving forward due to severe budget constraints. The increased costs for design, construction and CEI costs exceeded estimates by more than $650,000. Unlike previous years, no additional federal funding was available through the Space Coast Transportation Planning Organization. A budget amendment to reduce the budget by $128,000 to zero is recommended.

Transportation Projects – Fund 361

- Washingtonia Drive Extension (CIP #64525). In January 2013, the City entered into an agreement with private companies to establish and maintain a private wetlands mitigation bank on City-owned property located west of I-95, purchased with Transportation Impact Fees. As part of the agreement the City has 18 wetlands preservation credits reserved for transportation projects, primarily the Washingtonia Drive Extension project, and receives a percentage of mitigation credits sold by the private companies. The Washingtonia Drive Extension has been included in the Long-

Range Transportation Plan for the Space Coast Transportation Planning Organization, with the ultimate intent on extending Washingtonia to connect to Ellis Road to the south and Lake Andrew Road to the north. Given the origination of the Lake Washington Mitigation Bank and impact fee availability in that zone, staff recommends a budget amendment to in the amount of $501,326 to establish the project.

Water & Sewer Projects – Fund 413

- Septic to Sewer Projects. The City received a legislative appropriation for the City's septic-to-sewer program to remove septic tanks within the City. Funding requirements are not site specific; however, when appropriating the funding, staff placed funding within several existing septic to sewer project budgets rather than create a new project. Since then, the City has since received two requests for septic-to-sewer conversion along Riverview Drive that will require sewer force main installations, which must be charged to the Water & Sewer Fund since the construction will be a Water & Sewer asset. As the existing projects are sufficiently funded, a budget transfer from the following projects to Project No. 32518 - Sewer Force Mains–Septic Tank Elimination is requested as follows:

    - Hazelwood Septic to Sewer – CIP No. 32421 - $7,661
    - Kent-Villa Espana Septic to Sewer – CIP No. 32622 - $10,689
    - Avenida Del Rio Septic to Sewer – CIP No. 32722 - $30,000

- Lift Station 63 Force Main Replacement (CIP #32321). This is an established project for the replacement of a deteriorated sewer force main from Lift Station #63 to Manhole #6906. Additional funding is necessary to cover the updated construction cost estimate and provide for necessary construction administration services such as inspection, coordination, and oversight. The project is critical to replacing aging infrastructure, reducing the risk of system failure, and ensuring reliable wastewater service. A budget transfer from Project No. 30099 – Unappropriated Budget Savings in the amount of $500,000 is recommended.

- Rehabilitate Lift Station #27 (CIP #32623). This project was established in 2023 and funded with future bond proceeds as part of the City's lift station rehabilitation program. Since then, the City has determined that this lift station, which is located near the southwest corner of N. Apollo Boulevard and Hidden Harbour Drive, is a privately owned facility situated on private property with no known public utility easements or documentation dedicating it to the City of Melbourne. Although the City may have provided service to the lift station in the past, it does not have ownership, maintenance responsibility, or property rights to access the facility. Therefore, the City will not perform any work, maintenance, or improvements on this lift station. A budget adjustment to reduce the budget from $200,000 to zero is recommended.

- SWTP Actiflo Building Dehumidifer (CIP#31520): This project was established in FY2020 and funded with future bond proceeds. It has been determined that the scope of work, can be performed in conjunction with project No. 31320 – Water Production Facility Improvements. A budget adjustment to reduce the budget from $120,000 to zero is recommended.

- Water Treatment Plant Master Plan Update (CIP #34625). This project was established in FY2025 with an approved budget of $100,000 to support updates to Capital Improvement Program (CIP) cost estimates and long-term planning efforts. Although funding was allocated, staff were able to complete the necessary work utilizing year-to-date operational savings, resulting in no direct expenditures charged to this project. As the intended purpose has been achieved and no additional activities are planned, staff recommends that this project be formally closed and the unspent funds be transferred to Project No. 30099 – Unappropriated Budget Savings for future reallocation.

- Risk and Resiliency Assessment (CIP #39625). This project was established in FY2025 with an approved budget of $100,000 to conduct a comprehensive risk and resiliency assessment. During the fiscal year, staff incorporated this work into the broader Emergency Response Plan update, allowing the assessment to be completed without direct expenditures to the project. The associated costs were covered through year-to-date operational savings. As the scope of work has been fulfilled and no additional expenses are anticipated, staff recommends that this project be closed and the unspent funds be transferred to Project No. 30099 – Unappropriated Budget Savings for future reallocation.

- Rate and Bond Update Study (CIP #39825). This project was initiated in FY2025 with an approved budget of $125,000 for the utility rate study currently underway. During the fiscal year, staff incorporated this work into ongoing financial planning activities and utilized available operational savings to cover related costs. As a result, no direct expenses were charged to this project. With the necessary updates completed and no further work anticipated, staff recommends that this project be closed and the unspent funds be transferred to Project No. 30099 – Unappropriated Budget Savings for future reallocation to other priority needs.

Recommendation

Approval of fourth quarter budget recommendations.

RESOLUTION NO. 4389

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

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

WHEREAS, an analysis of the fourth quarter's revenue and expenditures has indicated that certain adjustments are necessary in the amounts identified in Exhibit "A."

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

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

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

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

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit "A"

ATTACHMENT "A"

GENERAL FUND (001)				INCREASE/ DECREASE	REVISED BUDGET
General Fund Non-Departmental					
(ARPA Budget Reconciliation)					
Revenue					
9013323	332001	American Rescue Plan Act		(2,680,031)	3,672,690
			Total	(2,680,031)	
Expenditure					
90100581	591075	Inter to (311) ARPA		(1,092,398)	2,260,323
90100581	591305	Inter to (361) ARPA		(1,587,633)	412,367
			Total	(2,680,031)	
(Lake Washington Mitigation Bank Appropriation)					
Revenue					
9013622	362010	Lake Washington Mitigation Bank		501,326	8,601,326
			Total	501,326	
Expenditure					
90100581	591300	Inter to (361) Transporation Projects		501,326	501,326
			Total	501,326	
SHIP Program Administration Revenue					
Revenue					
5653810	381025	Inter In (125) SHIP		5,407	74,929
			Total	5,407	
Expenditure					
90100519	590310	Contingency		5,407	280,156
			Total	5,407	
Fire Operations					
Revenue					
(Recognition of Fire Insurance Premium Tax Revenue)					
5303123	312510	Fire Insurance Premium Tax		267,652	961,658
			Total	267,652	
Expenditure					
53000522	522035	Fire Insurance Premium Tax		267,652	961,658
			Total	267,652	
(SCBA Replacement & Temporary Mobile Fire Station)					
Expenditure					
53000522	522030	Fire Retirement		(450,000)	4,150,112
53000522	564000	Machinery & Equipment		(150,000)	724,574
90100581	591070	Inter to (311) General Projects		600,000	21,601,047
			Total	0	
		Total Net Change to the General Fund		**(1,905,646)**	

STATE HOUSING INITIATIVE PROGRAM (125)				INCREASE/ DECREASE	REVISED BUDGET
(Interest Income)					
Revenue					
5783613	361111	Interest Income - EPC Restricted		26,751	44,612
			Total	26,751	
Expenditure					
57800581	591050	Inter to (001) General Fund		1,338	38,852
57800554	534210	Rehabilitation Contracts		25,413	1,085,714
			Total	26,751	
(Program Income)					
Revenue					
5793313	331536	Home Program Income		81,387	103,617
			Total	81,387	
Expenditure					
57800581	591050	Inter to (001) General Fund		4,069	42,921
57800554	534210	Rehabilitation Contracts		77,317	1,163,032
			Total	81,387	
		Total Net Change to the SHIP Fund		**108,137**	

WORKERS COMPENSATION FUND				INCREASE/ DECREASE	REVISED BUDGET
Revenue					
1213410	341200	Service Charge - WC		976,107	2,744,349
1213611	361100	Interest Income		131,610	176,610
			Total	1,107,717	
Expenditure					
12100513	532100	Auditing Fees		(249)	312
12100513	533050	Workers Comp State Taxes		(278)	16,722
12100513	533060	WC Reinsurance		234,494	1,034,494
12100513	545025	Administrative Fees		(6,750)	78,250
12100513	545060	WC Claims		880,500	1,630,500
			Total	1,107,717	
		Total Net Change to the Workers Compensation Fund		**1,107,717**	

RISK MANAGEMENT FUND COMPENSATION FUND				INCREASE/ DECREASE	REVISED BUDGET
Revenue					
1223412	341201	Charges for Services - Insurance		466,034	4,415,619
1223870	361100	Approp from Prior Year Surplus		(288,564)	-
			Total	177,470	
Expenditure					
12200513	512000	Regular Salaries		(29,134)	132,772
12200513	513010	Automobile Allowance		17	991
12200513	514000	Overtime		(414)	292
12200513	521000	FICA Taxes		(1,886)	9,861
12200513	522010	Florida Retirement System		(3,741)	32,057
12200513	523000	Life and Health Insurance		(19,034)	17,653
12200513	531090	Medical Services		162	162
12200513	531990	Other Professional Services		(9,800)	24,700
12200513	532100	Auditing Fees		397	1,397
12200513	534000	Other Contract Services		(5,000)	-
12200513	540000	Travel & Per Diem		(800)	-
12200513	541010	Telephone Service		(712)	527
12200513	541040	Postage		172	572
12200513	544020	Copier Lease Expense		(449)	876
12200513	545000	Insurance Premium		75,084	3,786,084
12200513	545010	Liability Reserves		140,665	365,665
12200513	545015	Liability Claims In House		5,727	25,727
12200513	547010	Copier Expense		(704)	495
12200513	548040	Safety Program		(3,750)	-
12200513	552000	Operating Supplies		(608)	891
12200513	554100	Dues & Subscriptions		(96)	2,608
12200513	555000	Training & Education		(6,150)	-
12200513	590310	Contingency		37,524	37,531
			Total	177,470	
		Total Net Change to the Risk Management Fund		**177,470**	

CAPITAL IMPROVEMENT FUND					INCREASE/ DECREASE	REVISED BUDGET
GENERAL PROJECTS (311 & 312)						
06121 - Bus Shelters						
Revenue						
314810	381023	06121	Inter In (115) CDBG Fund		(1,564)	0
				Total	(1,564)	
Expenditures						
31441	563000	06121	Improvements Other than Building		(1,564)	0
				Total	(1,564)	
10625 - 86 SCBA Replacements						
Revenue						
312810	381000	10625	Inter In (001) General Fund		500,000	1,500,000
				Total	500,000	
Expenditures						
31222	564000	10625	Machinery & Equipment		500,000	1,500,000
				Total	500,000	
11025 - Temporary Mobile Fire Station						
Revenue						
312810	381000	11025	Inter In (001) General Fund		100,000	1,150,000
				Total	100,000	
Expenditures						
31222	564000	11025	Machinery & Equipment		100,000	1,150,000
				Total	100,000	
11625 - Line Street Cemetery Security Fence and Signage						
Revenue						
327344	334394	11625	State Grant - Div of Historical Resources		50,000	50,000
				Total	50,000	
Expenditures						
32772	563000	11625	Improvements Other than Building		50,000	50,000
				Total	50,000	
11725 - Parks DivisionTurf/Sweeper Vac						
Revenue						
317810	381000	11725	Inter In (001) General Fund		45,669	45,669
				Total	45,669	
Expenditures						
31772	564000	11725	Machinery & Equipment		45,669	45,669
				Total	45,669	

CAPITAL IMPROVEMENT FUND					INCREASE/ DECREASE	REVISED BUDGET
GENERAL PROJECTS (continued)						
11825 - Sherwood Pool Building Doors						
Revenue						
317810	381000	11825	Inter In (001) General Fund		55,000	55,000
				Total	55,000	
Expenditures						
31772	562010	11825	Building Improvements		55,000	55,000
				Total	55,000	
11925 - Jimmy Moore Pickleball Complex Pro Shop Pavillion						
Revenue						
317810	381000	11925	Inter In (001) General Fund		47,000	47,000
				Total	47,000	
Expenditures						
31772	563000	11925	Improvements Other than Building		47,000	47,000
				Total	47,000	
10099 - Unappropriated General Fund Project Budget Savings						
Revenue						
310810	381000	10099	Inter In (001) General Fund		(147,669)	788,155
				Total	(147,669)	
Expenditures						
31019	590300	10099	Unappropriated Budget Savings		(147,669)	797,995
				Total	(147,669)	
MOBILITY PROJECTS (351)						
85424 - Harbor City Elementary Safe Routes to School						
Revenue						
354344	334493	85424	FDOT JPA Revenue		(103,000)	0
354810	381028	85424	Inter In (369) Transportation Impact Fees		(25,000)	0
				Total	(128,000)	
Expenditures						
35441	565040	85424	Infrast Design - Sidewalk/Curb		(128,000)	0
				Total	(128,000)	

CAPITAL IMPROVEMENT FUND					INCREASE/ DECREASE	REVISED BUDGET
TRANSPORTATION PROJECTS (361)						
64525 - Washingtonia Drive Extension						
Revenue						
364870	381000	64525	Inter In (001) General Fund		501,326	501,326
				Total	501,326	
Expenditures						
36441	565010	64525	Infrastucture - Streets		501,326	501,326
				Total	501,326	
WATER & SEWER PROJECTS (413)						
32421 - Hazlewood Septic to Sewer						
Revenue						
413344	334360	32421	F Dept/Environ Protection Grant		(7,661)	42,339
				Total	(7,661)	
Expenditures						
41335	563000	32421	Improvements other than Building		(7,661)	146,091
				Total	(7,661)	
32622 - Kent-Villa Espana Septic to Sewer						
Revenue						
413344	334360	32622	F Dept/Environ Protection Grant		(10,689)	204,311
				Total	(10,689)	
Expenditures						
41335	563000	32622	Improvements other than Building		(10,689)	494,901
				Total	(10,689)	
32722 - Avenida Del Rio Septic to Sewer						
Revenue						
413344	334360	32722	F Dept/Environ Protection Grant		(30,000)	10,000
				Total	(30,000)	
Expenditures						
41335	563000	32722	Improvements other than Building		(30,000)	80,000
				Total	(30,000)	
32518 - Sewer Force Mains - Septic Tank Elimination						
Revenue						
413344	334360	32518	F Dept/Environ Protection Grant		48,350	48,350
				Total	48,350	
Expenditures						
41335	563000	32518	Improvements other than Building		48,350	628,830
				Total	48,350	

CAPITAL IMPROVEMENT FUND					INCREASE/ DECREASE	REVISED BUDGET
WATER & SEWER PROJECTS (continued)						
32321 - Lift Station 63 Forcemain Replacement						
Revenue						
413870	387028	32321	Intra in (419) W&S		500,000	1,818,219
				Total	500,000	
Expenditures						
41335	563000	32321	Improvements Other than Building		500,000	1,729,924
				Total	500,000	
32623 - Rehabilitate Lift Station #27						
Revenue						
413840	384009	32623	Future Bond Proceeds		(200,000)	0
				Total	(200,000)	
Expenditures						
41335	563010	32623	Improvements Other Than Building - Design		(200,000)	0
				Total	(200,000)	
31520 - SWTP Actiflo Building Dehumidifier						
Revenue						
413840	384009	31520	Future Bond Proceeds		(120,000)	0
				Total	(120,000)	
Expenditures						
41333	563000	31520	Improvements Other Than Building - Design		(120,000)	0
				Total	(120,000)	
34625 - Water Treatment Plant Master Plan Update						
Revenue						
413870	387028	34625	Intra In (419) W&S		(100,000)	0
				Total	(100,000)	
Expenditures						
41336	531990	34625	Other Professional Services		(100,000)	0
				Total	(100,000)	
39625 - Risk and Resiliency Assessment						
Revenue						
413870	387028	39625	Intra In (419) W&S		(100,000)	0
				Total	(100,000)	
Expenditures						
41336	531990	39625	Other Professional Services		(100,000)	0
				Total	(100,000)	

CAPITAL IMPROVEMENT FUND					INCREASE/ DECREASE	REVISED BUDGET
WATER & SEWER PROJECTS (continued)						
39825 - Rate and Bond Update Study						
Revenue						
413870	387028	39825	Intra In (419) W&S		(125,000)	0
				Total	(125,000)	
Expenditures						
41336	531990	39825	Other Professional Services		(125,000)	0
				Total	(125,000)	
30099 - Unappropriated Project Budget Savings						
(Interest Earnings)						
Revenue						
413870	387029	30099	Intra in (419) W&S 23 Bond Interest		(472,945)	3,213,277
				Total	(472,945)	
Expenditures						
41336	590300	30099	Unappropriated Budget Savings		(472,945)	5,264,416
				Total	(472,945)	
30099 - Unappropriated Project Budget Savings						
(Transfer from closed projects)						
Revenue						
413870	387028	30099	Intra in (419) W&S		325,000	2,376,139
				Total	325,000	
Expenditures						
41336	590300	30099	Unappropriated Budget Savings		325,000	325,000
				Total	325,000	
30099 - Unappropriated Project Budget Savings						
(Transfer to CIP#32321)						
Revenue						
413870	387028	30099	Intra in (419) W&S		(500,000)	1,551,139
				Total	(500,000)	
Expenditures						
41336	590300	30099	Unappropriated Budget Savings		(500,000)	4,764,416
				Total	(500,000)	
			Total Net Change to the Capital Improvement Fund		**228,816**	200,436
			Net Change to City-Wide Budget		**(283,506)**	

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Police Department
Presenter:	David Gillespie
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.10.m.

Subject:
A resolution appropriating $27,878 from the Law Enforcement Trust Fund (LETF) for legal costs.

Background/Consideration:
Florida Statute 932.7055 (4)(c), allows for the disposition of forfeited property for the payment of court costs incurred in the forfeiture proceeding. Account 42000521-531160 - LETF Legal Cost is used to record transactions for Robin M. L. Cornell, Esq., the City's outside legal counsel that handles forfeiture proceedings. During FY 2025, $27,877.71 in invoices were submitted related to the forfeiture proceedings the Melbourne Police Department is currently involved in. The LETF fund currently has $56,301.59 available, sufficient for this request.

Fiscal/Budget Impact:
A budget resolution is required to appropriate Law Enforcement Trust Funds in the total amount of $27,878.

Requested Action:
Approval of Resolution No. 4390.

RESOLUTION NO. 4390

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

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

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

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

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

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

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

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Attachment A

ATTACHMENT "A"

GENERAL FUND

Police Department

REVENUE:

Org	Object	Description	AMOUNT	REVISED BUDGET
4203810	381003	Inter in (160) LETF	$27,878	$27,878

EXPENDITURE:

Org	Object	Description	AMOUNT	REVISED BUDGET
42000521	531160	LETF Legal Cost	$27,878	$27,878

Total Increase to the General Fund: $27,878

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	City Manager's Office
Presenter:	N/A
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.11.

Subject:
Items Removed from the Consent Agenda

Background/Consideration:

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	5
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.12.

Subject:
Ordinance No. 2025-52, Conditional Use Request (CU2025-0002) with Site Plan Approval Request (PLAN2025-0006) El Car Wash

Background/Consideration:
This is the first reading of an ordinance granting a conditional use for a car wash with site plan approval on a 2.54±-acre property zoned C-2 (General Commercial District), located on the east side of North Wickham Road, north of Sarno Road and south of Eau Gallie Boulevard. The parcel ID is 27-37-19-00-254. The property has a General Commercial Future Land Use designation and is located within Council District 5.

The applicant is proposing to demolish the existing retail store (Verizon) and construct a new, 3,670±-square foot, freestanding, automatic car wash with three (3) drive-up pay lanes and a parking area that includes 26 accessory vacuum stations and an accessory air compressor. The El Car Wash is proposed to be open seven (7) days a week and will operate between the hours of 7 a.m. to 9 p.m. No outdoor music is played at the car wash, and the facility will typically have 3–5 employees on site at any given time to monitor and help patrons.

A car wash requires conditional use approval in the C-2 zoning district and specific use standards are contained within City Code for car wash facilities. All the use standards will be met, especially as it relates to noise. The noise study identified the City Code required sound levels of 60 decibels would be exceeded along the south property line at the entrance and exit of the car wash. To attenuate the noise, additional measures have been taken to provide a 12-foot-tall wing wall extending approximately 20 feet at the entry and exit side of the main car wash building. Staff has added the wing wall requirement as a condition to the recommendation. Additionally, 7’8”-foot-tall, concrete block walls (unroofed) will be required on three sides of the vacuum producers and a galvanized gate on the fourth side. In addition, the applicant will provide air gates and sound absorbing panels within the car wash building to adhere to the City Code required sound levels of 60 decibels at the property line.

The area surrounding the subject property is developed for commercial uses and designated as General Commercial on the Future Land Use Map. Commercial uses include multiple shopping plazas, restaurants, and office buildings. The adjacent properties are also zoned for commercial uses (C-2 or C-P). There are multifamily residential properties located within 500 feet of the subject property; the closest multifamily residential property is located to the north, approximately 379 feet

from the proposed car wash building. There are no single-family residential uses/zoning within 500 feet of the subject property.

On November 6, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-52 with PLAN2025-0006, based upon the findings and conditions contained in the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Cheryl A. Dean, AICP, Planning Manager

Re: **Conditional Use (CU2025-0002) with Site Plan Approval Request (PLAN2025-0006) El Car Wash**

Date: November 13, 2025

Owner/Applicant/Representative

- Owner – David Freedman, 925 Wickham, LLC
- Applicant / Representative – Jordan Draper, PE, Kimley Horn & Associates, Inc.

Proposed Actions

For the overall 2.54± acres of property, the following actions are requested:

- **Conditional Use Request** – for a free-standing car wash establishment in the C-2 zoning district; and
- **Site Plan Approval Request** – for a 3,670± square foot car wash establishment with 26 accessory vacuum stations.

Location

The subject property is located on the east side of North Wickham Road, north of Sarno Road and south of Eau Gallie Boulevard, in Township 27, Range 37, Section 19 (925 North Wickham Road). The property is located in Council District 5.

History

The property is currently developed with a 3,095± square foot retail store (Verizon), including parking, landscaping and stormwater. Following is the planning history for the site:

2004: An informal site construction plan is approved for a Whataburger restaurant on the property (IF-2004-22).

2012: A change of use permit is approved to convert the restaurant for the Verizon store (Permit 12-00555).

Adjacent Property Information

Access: Wickham Road, a Brevard County maintained arterial roadway, along the west property line, accessed from a shared access drive on the parcel (ORB3424, PG3689).

Access: Sarno Road, a Brevard County maintained arterial roadway, along the south property line, accessed from a shared access drive on the parcel (ORB3424, PG3689).

To the East: Contractor's Office (Don Bell Incorporated)
Zoning: C-2
Land Use: General Commercial

To the West: Across Wickham Road, PNC Bank
Zoning: C-C-P (Commercial Parkway District)
Land Use: General Commercial

To the North: Chili's Grill & Bar (restaurant)
Zoning: C-2
Land Use: General Commercial

To the South: Del Taco (restaurant)
Zoning: C-1
Land Use: General Commercial

The property has a General Commercial Future Land Use Map classification.

El Car Wash, the Business. El Car wash originated in Miami, Florida in 2011. El Car Wash, LLC specializes in car cleaning services, offering washing and waxing of vehicles, interior detailing, vacuum services, accessory air compressor, and automated membership plans. Unique selling points include eco-friendly cleaning solutions, state-of-the-art equipment, and a satisfaction guarantee. El Car Wash serves customers in the state of Florida and Michigan.

The applicant has identified that El Car Wash is eco-friendly, using biodegradable chemicals, disposing of waste by removing most solids and directly disposing of the remaining liquids into the sanitary sewer system where they are properly treated and processed. El Car Wash also recycles 88% of the water used through a PurWater Reclaim System.

El Car Wash has created a special hiring program in partnership with The de Moya Foundation, a Miami-based non-profit that creates employment opportunities for young adults with neurodevelopmental disorders like autism and Down syndrome.

The El Car Wash is proposed to be open 7 days a week and will operate between the hours of 7 am to 9 pm. No outdoor music is played at the car wash, and the facility will typically have 3-5 employees on site at any given time to monitor and help patrons.

Conditional Use Analysis

The applicant is requesting a Conditional Use approval to develop a freestanding car wash with 26 vacuum stations on property zoned C-2. A car wash requires Conditional Use approval in the C-2 zoning district. The Conditional Use standards are presented in Appendix B, Article IX, Section 5.

The Conditional Use standards require a determination that the requested Conditional Use will not be injurious to the neighborhood or otherwise detrimental to the public welfare, and is in harmony with the general purpose of the zoning ordinance.

The character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such buildings, and traffic conditions in the vicinity are all factors that shall be taken into account.

The area surrounding the subject property is developed with commercial uses and designated as General Commercial on the Future Land Use Map. Commercial uses include multiple shopping plazas, restaurants, and office buildings. All of the adjacent properties are also zoned for commercial uses (C-2 or C-P). There are multi-family residential properties located within 500 feet of the subject property; the closest multi-family residential property is located to the north, approximately 379 feet from the proposed car wash building. There are no single-family residential uses located within 500 feet of the site, as the closest single-family residential home is 775 feet to the southeast, south of Jimmy Moore Park (Indianhead Unit 2 Subdivision).

Noise Analysis. Within the Conditional Use review criteria, set forth in Appendix B, Article IX, Section 5(C)(2), the conditional use shall not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area.

Regarding the potential for noise generated by the proposed car wash facility, the applicant hired a consulting firm (Architectural Testing, Inc., an Intertek company from Orlando, Florida, Project Number S2304.01), who began collecting noise data at three locations on and in proximity to the subject property. Subsequently, a Noise Impact Analysis was provided during the plan review process. The consulting firm created a computer model utilizing *"iNoise®1",* a 3-dimensional exterior sound prediction software, to determine the sound propagation characteristics of the car wash equipment used in the proposed project site. For the analysis, the car wash equipment used at the 3080 Dykes Road site in Miramar, Florida was used as a similar or same car wash as planned for at 925 North Wickham Road. The equipment and layout used in the Miramar site and planned for the Melbourne site are to be similar from an acoustical point-of-view.

The report provided an analysis of the ambient, or existing, noise conditions on the property, then overlaid the project on the property, to identify the long-term operational noise impacts of the car wash, consistent with noise standards that are addressed in Chapter 26, Article II, City Code. While the sound levels measured in the driveway of the Del Taco drive-through area would be fluctuating throughout the day and will likely

exceed the 65 dBA limit repeatedly even without the car wash operating because of the traffic noise on North Wickham Road and Sarno Road, additional measures are recommended to be implemented. This measure is to provide a 12-foot-tall wall extending approximately 20 feet at the entry and exit side of the main car wash structure, consistent with Appendix D, Chapter 9, Article III, Section 9.44.1(d). Staff has added the wall requirement as a condition to the recommendation.

Sound Mitigation for the Building (provided by the applicant): *El Car Wash (ECW) utilizes multiple measures in order to dissipate the sound emitted by the nature of the business. Starting from the entry of the tunnel the equipment is only activated once a car enters the tunnel and hits the pressure plate at various points throughout the tunnel. This helps since the equipment is not constantly running, and once a patron moves past certain points of the tunnel the equipment shuts off and is no longer active. At the exit of the tunnel where "blowers" dry off the vehicles, the blowers are angled towards the inside of the tunnel and not pointing towards the street. The ECW system also uses pressure plates in this location to activate the motors only when there is a car on that part of the sensor. The "blowers" also have nozzles that are used to further suppress the sound emitted by them. ECW also utilizes a CMU block construction with paneling on the inside of the tunnel that serves multiple purposes of water proofing the tunnel, and also helping to dissipate the sound inside the tunnel.*

Sound Mitigation for Vacuum Enclosure (provided by the applicant): *ECW has designed the vacuum enclosures to serve dual purposes of being aesthetically pleasing, as well as helping mitigate the sound emitted by the vacuum producers. Since the vacuum producers sit lower to the ground, the ECW CMU block design with the metal service door helps dissolve the sound created by the producers. ECW also has the ability to reduce the amount of power from the producers depending on business activity levels. During non-peak hours the power can be lowered to create less sound.*

Use Standards

The following use standards are established in City Code for car wash establishments (freestanding). These standards include:

1. The following uses are customary services include washing and waxing of vehicles, interior detailing, accessory vacuum services and/or accessory air compressor. ***Response:*** *The applicant is proposing a car wash* washing and waxing of vehicles, interior detailing, accessory vacuum services and/or accessory air compressor*.*

2. The following uses are prohibited services: Any of the permitted uses of an automotive service station. ***Response:*** *The applicant is not proposing any uses associated with an automotive service station.*

3. Additional standards for development:

Drive aisles designed for queuing into the automatic car wash facility shall be a minimum of ten feet wide. ***Response:*** *The driveways proposed by the applicant are greater than 10 feet in width.*

The site is to be designed to eliminate overspray from the car wash facility on adjacent properties. Additional setbacks or a physical barrier may be required to eliminate overspray. ***Response:*** *This car wash is designed with an internal blower system to eliminate overspray on adjacent properties.*

Locate stacking lanes away from adjacent sensitive uses, such as residential and outdoor amenity areas, to reduce the impacts of noise and pollution that could be caused by stacking cars near such uses. ***Response:*** *The stacking lanes are located along the north property boundary. The nearest residentially used property is located approximately 379 feet north of the subject site's northern boundary.*

Locate access points for stacking lanes away from rights-of-way and driveways so that queued vehicles do not block the traffic along rights-of-way or the movement of other vehicles on-site. ***Response:*** *The site is designed so that queued vehicles do not block traffic on or off of the subject property.*

Provide escape lanes and the appropriate number of queuing spaces to create efficient stacking lanes and to minimize on-site conflicts. ***Response:*** *The site plan indicates that an escape lane and adequate queuing space are provided on the subject property.*

Allow a sufficient driving distance from the car wash exit to the rights-of-way to minimize tracking water onto the street. ***Response:*** *The site plan identifies and describes adequate driving distance so that water will not be tracked onto the street.*

Provide separate stacking lanes when two drive-through uses exist on the same site. ***Response:*** *The site plan identifies that only a single stall car wash will be constructed on this property.*

Separate stacking lanes from parking areas and driveways by using landscaped islands, decorative pavement, pervious islands or painted lines. ***Response:*** *An adequate number of landscape areas are shown on the proposed site plan.*

Design the on-site circulation to minimize the conflicts between pedestrians and vehicles. ***Response:*** *The site is designed to minimize these conflicts.*

Site Plan Analysis

City Code, Appendix B, Article IX, Section 6, establishes general standards to consider when evaluating the merits for a site plan approval request.

Existing Site Conditions: The property is currently developed and will be demolished for future construction of the site.

Project Description: The project includes the construction of a new, 3,670±-square foot, free-standing, automatic carwash with three drive-up pay lanes and a parking area that includes 26 accessory vacuum stations. The vacuum area includes two vacuum producers that are enclosed on three sides by 7’8”-foot-tall, concrete block walls (unroofed), with 26 individual vacuum hoses, each located at a corresponding parking space.

As a new single-story building with a maximum height of ±35’ 2” (48 feet is permitted), all setback requirements for the C-2 zoning district will be met. The car wash building will have a 63±-foot setback from North Wickham Road, a 159±-foot setback to the north property line and a 10±-foot setback to the south property line. The vacuum stations proposed on the north side of the building are setback more than 90 feet from the north property line.

A free-standing car wash with 26 vacuums and a maximum of five employees on the largest working shift requires a total of 33 parking spaces and 33 spaces are provided on the site plan, including two handicapped-accessible parking spaces.

The proposed layout exceeds the minimum required 10-foot-wide queuing drive aisles (11.5 feet) and has located the stacking lanes, so they do not block traffic. An escape lane has been provided, and the applicant has indicated that the design of the building eliminates overspray and internally captures most of the water, minimizing the amount of water tracking onto the street.

Access: The property fronts Wickham Road; however, access is provided via a previously recorded internal driveway with access to both North Wickham Road and Sarno Road (ORB3424, PG3689). Both roadways are Brevard County-maintained. Wickham Road is a major arterial roadway and traffic counts in this area are 37,160 (2024) average daily automobile trips.

Landscaping Requirements. Coordination of the landscaping will be addressed by Community Development during the Engineering Construction Plan review process.

Summary

The request to develop an automatic car wash with 26 vacuum stations is consistent with the Comprehensive Plan and designated land use and meets the applicable level of service standards. This request is consistent with the standards of City Code for free-standing car wash establishments and the new development will be in compliance with other applicable land development standards. The proposed site design addresses the use standards for a car wash, and the proposed building is a minimum of 750 feet from the nearest single-family residential home. The acoustic report identifies that the standards for maximum allowed noise levels allowed at the property line will be met with the inclusion of a 12-foot-tall wall extending approximately 20 feet at the entry and exit side of the main car wash structure. The car wash business will be required to meet all City Code requirements for noise, as identified in City Code, Chapter 26, Article II, once operations begin.

Mobility

The subject property is located in Mobility District D (West Eau Galle Boulevard Area). The applicant is proposing a new 3,670± square foot car wash on the site. The total trip generation for this project is estimated to be 57 trips per day via access from North Wickham Road. The applicant will be responsible for providing three (3) mobility improvements or making a payment in lieu of constructing the improvements.

Water and Sewer Concurrency: The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water and sewer are available to serve the subject site. The Lake Washington Water Treatment Plant provides water to this site. Adequate City sewer service is also available for this property.

JPA review Comments

The project is located within the Joint Planning Agreement review area. To date, the County has not commented on the proposed project.

Planning & Zoning Board Action

On November 6, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Staff Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, for a 2.54±-acre property, located on the east side of North Wickham Road, north of Sarno Road and south of Eau Gallie Boulevard, the Planning and Zoning Board and the Community Development Department recommend:

Approval of CU2025-0002, conditional use to allow a free-standing car wash in a C-2 (General Commercial District) zoning district; and with **Approval of PLAN2025-0006**, for a site plan comprising of a single-story, 3,670± square foot, automatic car wash establishment, prepared on a four-sheet plan by L. Jordan Draper, P.E., Kimley Horn and Associates Inc, of Orlando, Florida, Project Number 249255004, with a signed and sealed date of October 7, 2025, including the following conditions:

a. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

   Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and/or the Planning and Zoning Board, Local Planning Agency.

b. The following shall be required to further attenuate potential noise from the building:

   1. The building shall be constructed of concrete block with noise and water-attenuating paneling on the inside of the tunnel.

   2. Sound Suppression Nozzles will be installed on the exit blowers.

3. Exit blowers shall be angled towards the inside of the tunnel (away from the street) and the car wash shall use pressure plates in this location to activate the blower motors only when there is a car on that part of the sensor.

4. A minimum 12-foot-tall masonry wall extending approximately 20 feet at both the entry and exit side of the main car wash structure consistent with the Noise Analysis and shown on the site plan.

5. The above-referenced wall must be installed prior to Certificate of Occupancy for the car wash business.

c. The following shall be required to further attenuate potential noise from the vacuum producers (located outside the building):

    1. Each vacuum producer shall be enclosed on all three sides with a minimum 7’8”-tall masonry wall and galvanized access doors on the fourth side.

    2. The above-referenced enclosure must be installed prior to Certificate of Occupancy for the car wash business.

    3. During non-peak hours, the power shall be lowered to the vacuum producers to create less sound.

d. The architectural design proposed for the building, vacuum stations, and wall shall be substantially consistent with the renderings submitted by the applicant.

e. Appropriate environmental permits must be obtained as part of the Engineering Construction Plan review process.

f. Hours of operation for El Car Wash shall be 7 am to 9 pm 7 days a week.

g. The conditional use shall comply with the use standards for a car wash facility; and

h. The conditional use shall be in conformance with the formal site plan (PLAN2025-0006) and associated conditions.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Acting Chairman, Planning and Zoning Board
Re:	**Conditional Use (CU2025-0002) with Site Plan Approval Request (PLAN2025-0006) El Car Wash**
Date:	November 7, 2025
Owner:	David Freedman, 925 Wickham, LLC
Applicant/ Representative:	Suryansh Mehraake, P.E.

The Planning and Zoning Board, at its regular scheduled meeting of November 6, 2025, reviewed the above referenced Conditional Use and Site Plan request.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the following request, located on the east side of North Wickham Road, north of Sarno Road and south of Eau Gallie Boulevard:

- **Conditional Use Request** – for a free-standing car wash establishment in the C-2 zoning district; and
- **Site Plan Approval Request** – for a 3,670± square foot car wash establishment with 26 accessory vacuum stations.

The recommendation of the Planning and Zoning Board is based upon a four-sheet plan by L. Jordan Draper, P.E., Kimley Horn and Associates Inc, of Orlando, Florida, Project Number 249255004, with a signed and sealed date of October 7, 2025, and pursuant to the following findings and conditions:

Findings for Conditional Use

1. The requested Conditional Use to allow a freestanding car wash facility is consistent with the area's General Commercial Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The car wash will be located on a commercial site that is zoned C-2. The C-2 zoning district permits a variety of commercial uses and a freestanding car wash is a conditional use in this district.
2. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. The maximum densities/intensities for each

category are identified in the Comprehensive Plan. The zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The proposed Conditional Use for a freestanding car wash facility can be considered within the General Commercial Future Land Use Map category.

3. The proposal may not change the general character of the area since the proposed car wash will be located on a site that is currently zoned for commercial purposes. A condition of approval has been added that requires the applicant to construct an twelve-foot masonry wall adjacent to both the entrance and exit of the car wash building. The applicant has submitted a noise analysis for the proposed car wash. This study indicates that, although high, sound levels on neighboring properties will be within the allowable limits permitted by City Code.

4. Once the conditions for approval are incorporated by the applicant into the Site Plan, the proposal will be in compliance with the goals, objectives, and policies from the City's Comprehensive Plan. This proposal is consistent with the policies in the Future Land Use Element since it proposes development that is compatible with adjacent land use and development patterns within the North Wickham Road corridor.

5. The Conditional Use must meet the requirements of City Code (Appendix B, Article IX, Section 5), and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed changes should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:

    a. The appearance and function of the neighborhood will not be significantly lessened due to the proposed Conditional Use since the subject site is currently used for commercial purposes.

    b. The application does not appear to impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.

    c. The proposed project should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of the subject property. The subject site is zoned for commercial purposes. New parking, landscaping, and stormwater retention features for the proposed car wash will be constructed on the subject property.

    d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues. The proposed car wash will be located on a commercial property that is adjacent to a major arterial roadway. In addition, a condition of approval for this proposal includes the construction of an twelve-foot masonry wall abutting the entrance and exit of

the car wash building. The closest residential structure is located approximately 379 feet from the proposed car wash facility. The applicant has submitted a noise analysis for the proposed car wash. This study indicates that sound levels on neighboring properties will be within the allowable limits permitted by City Code.

6. Adequate transportation facilities are in place to serve the subject property. The site has direct access to Wickham Road. Wickham Road is a major north-south arterial roadway that connects the western part of the City to US 192 and I-95. Average daily traffic counts on Wickham Road in this area were 37,160 automobile trips (2024).

7. The proposed Conditional Use is in compliance with the standards outlined in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (Conditional Uses). A freestanding car wash facility is a conditional use in the C-2 district. The C-2 zoning is consistent with the property's General Commercial land use designation.

8. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the city since the proposed development is permitted with a Conditional Use in a C-2 zoning district. The subject site is located within the Wickham Road corridor in an area of commercial land uses and zoning patterns.

Findings for the Site Plan

1. Per the Comprehensive Plan, the Zoning Map and Land Development Regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The applicant has submitted a site plan that meets the requirements of City Code and completed a noise analysis for the planned car wash.

2. The proposed lot coverage, building setbacks, off-street parking requirements, retention and landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land Development Code, as depicted on the site plan, and the proposed commercial use is compatible with adjacent uses in the area.

3. The zoning for the property is C-2, which permits the consideration of commercial projects and a car wash is a conditional use in this zoning district. The C-2 zoning district is intended to apply to areas located adjacent to a main highway. The types of uses permitted and restrictions are intended to serve the needs of the motorist and provide an amenable impression of the city. The applicant has submitted a Code compliant site plan for the proposed project. Approval of the site plan is contingent upon endorsement of the requested conditional use.

4. The proposal is specifically consistent with Goal 1 of the Future Land Use Element. The purpose stated in this Goal is to meet the needs of population growth through public and private development and redevelopment, and through

the appropriate distribution, location, and extent of land use, consistent with adequate levels of service, efficient use of facilities, and protection of natural resources and environmental lands. The proposal is located in a C-2 Zoning District and is compatible with land use and development patterns in the Wickham Road corridor area.

5. The proposed use provides the minimum off-street parking area required for the type of use, and shall provide the amount of space needed for the proper and safe loading and unloading of vehicles.

6. The applicant shall demonstrate, prior to construction plan approval, the financial and technical capacity to complete any improvements and the mitigation necessitated by the development as proposed, and has made adequate legal provision to guarantee the provision of such improvements and mitigation.

7. The proposed project has been evaluated for water and sewer capacity being available for the proposed project. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Adequate City sewer service is also available for this property.

8. The proposed project has been evaluated for consistency with the City's mobility standards. Transportation Element Objective 3.1 states that the City of Melbourne shall support mobility within five mobility districts throughout the City with strategies that address alternative modes of transportation by providing context-appropriate sidewalks, bikeways, transit facilities, parking management and improvements that will contribute to specific and identified mobility needs within the City.

Conditional Use Conditions:

a. The conditional use shall comply with the use standards for a car wash facility; and

b. The conditional use shall be in conformance with the formal site plan (PLAN2025-0006) and associated conditions.

Site Plan Conditions:

a. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

   Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and/or the Planning and Zoning Board, Local Planning Agency.

b. The following shall be required to further attenuate potential noise from the building:

   1. The building shall be constructed of concrete block with noise and water-attenuating paneling on the inside of the tunnel.

   2. Sound Suppression Nozzles will be installed on the exit blowers.

   3. Exit blowers shall be angled towards the inside of the tunnel (away from the street) and the car wash shall use pressure plates in this location to

activate the blower motors only when there is a car on that part of the sensor.

4. A minimum 12-foot-tall masonry wall extending approximately 20 feet at both the entry and exit side of the main car wash structure consistent with the Noise Analysis and shown on the site plan.

5. The above-referenced wall must be installed prior to Certificate of Occupancy for the car wash business.

c. The following shall be required to further attenuate potential noise from the vacuum producers (located outside the building):

1. Each vacuum producer shall be enclosed on all three sides with a minimum 7’8”-tall masonry wall and galvanized access doors on the fourth side.

2. The above-referenced enclosure must be installed prior to Certificate of Occupancy for the car wash business.

3. During non-peak hours, the power shall be lowered to the vacuum producers to create less sound.

d. The architectural design proposed for the building, vacuum stations and wall shall be substantially consistent with the renderings submitted by the applicant.

e. Appropriate environmental permits must be obtained as part of the Engineering Construction Plan review process.

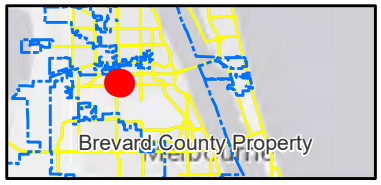
f. Hours of operation for El Car Wash shall be 7 am to 9 pm 7 days a week.

Respectively Submitted,

for

Yvonne Minus, Acting Chairman
Planning and Zoning Board

EL CAR WASH
LOCATION MAP
CU2025-0002 | PLAN2025-0006



N

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

320 0 320 Feet

1 inch = 333 feet

Location

Rhonda Ln
June Dr
Andrews Av
Regency Dr
Ellen Ct
Rolland St
Boyd Av
Pepper Av
N Wickham Rd
Peel St
Sarno Rd
Mohican Dr
Iroquois Av
Algonquin Dr

Legend

- City Boundary
- Major Road
- Location

Brevard County Property Appraiser Office, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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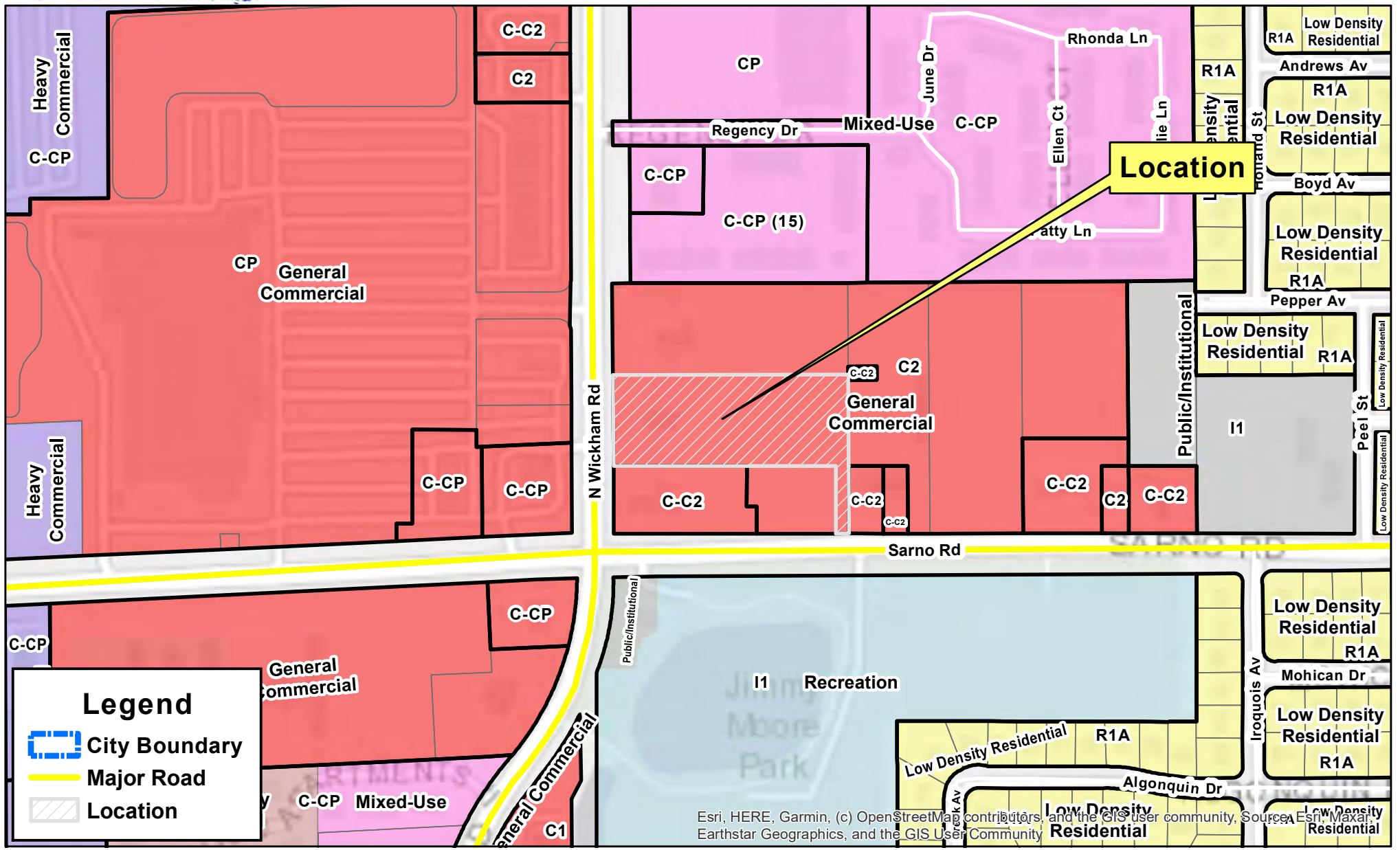
Title: EL CAR WASH
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 3:50:38 PM
Document Name: El Car Wash LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\El Car Wash LOCATION Map.mxd

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EL CAR WASH
LOCATION MAP
CU2025-0002 | PLAN2025-0006

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

320 0 320 Feet
1 inch = 333 feet

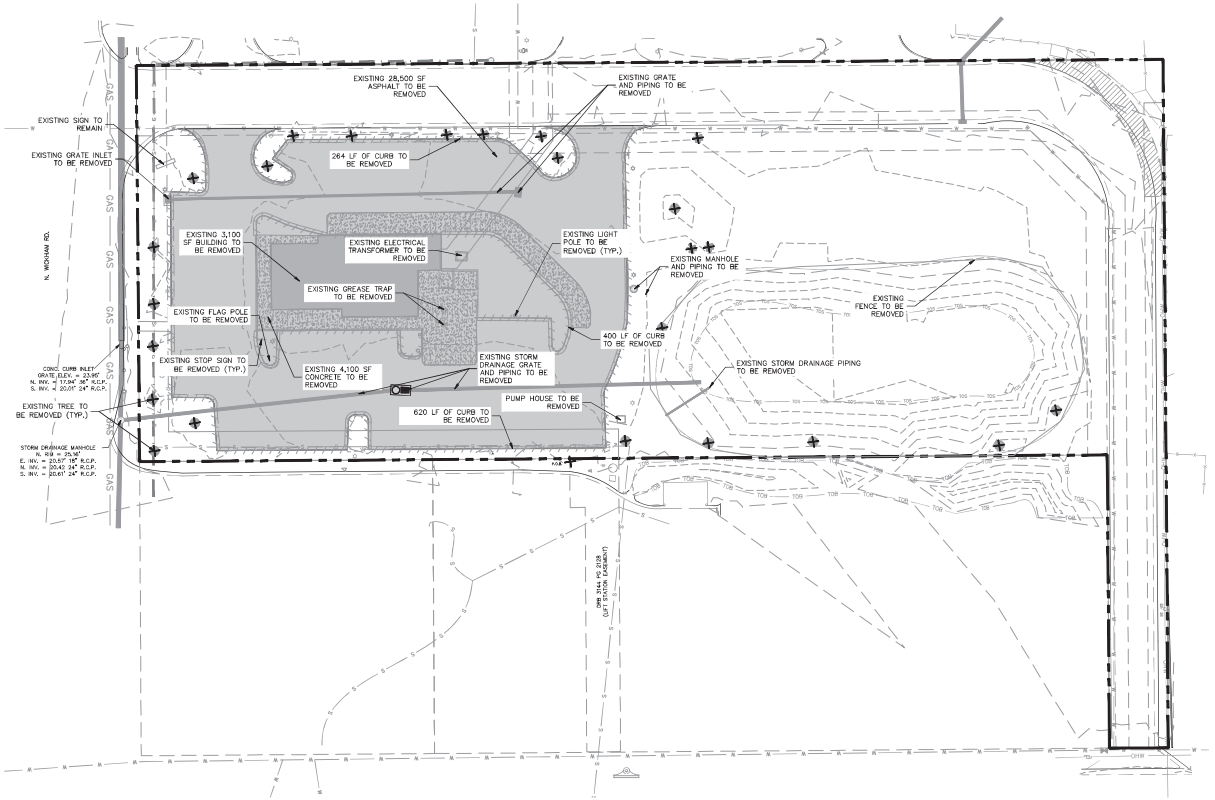


Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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Title: EL CAR WASH
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/4/2025 12:49:08 PM
Document Name: El Car Wash FLU & Z Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\El Car Wash FLU & Z Map.mxd

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NORTH

GRAPHIC SCALE IN FEET
0 15 30 60
1" = 30'

LEGEND:

- PROPERTY BOUNDARY
- EXISTING BUILDING TO BE REMOVED
- EXISTING ASPHALT PAVEMENT TO BE REMOVED
- EXISTING CONCRETE PAVEMENT TO BE REMOVED
- EXISTING CURB TO BE REMOVED
- EXISTING TREE TO BE REMOVED

NOTES

1. CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES REGARDING LIMITS OF REMOVAL AND RELOCATION OF ALL ON-SITE AND OFF-SITE UTILITIES.
2. CONTRACTOR SHALL UTILIZE BEST MANAGEMENT PRACTICES AS NEEDED TO PREVENT SYSTEM POLLUTION DURING TIME OF CONSTRUCTION.
3. INSTALL AND MAINTAIN SILT FENCE AT LIMITS OF CONSTRUCTION.
4. PROVIDE SOIL TRACKING PREVENTION DEVICE AT ALL CONSTRUCTION ACCESS POINTS.
5. UTILIZE PERFORATED SOCK DRAIN (OR EQUIVALENT) IN FRONT OF EXISTING/PROPOSED CURB INLETS ADJACENT TO CONSTRUCTION ACTIVITIES.
6. INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES OF EXISTING/PROPOSED INLETS.
7. CONTRACTOR TO ENSURE ADEQUATE COVER REMAINS OVER ALL EXISTING UTILITIES.
8. CONTRACTOR TO VERIFY EXISTING COVER OVER ALL UTILITIES BEFORE START OF CONSTRUCTION AND TO COORDINATE WITH THE ENGINEER OF RECORD PRIOR TO START OF CONSTRUCTION IF DESIGN DOES NOT PROVIDE 36" COVER.
9. CONTRACTOR TO VERIFY ALL EXISTING SANITARY SEWER INVERTS PRIOR TO CONSTRUCTION ACTIVITIES.
10. ANY SIDEWALKS OR CURBING DISTURBED BY THE WORK SHALL BE RESTORED TO THE CONDITION OF THE ORIGINAL STRUCTURE. SIDEWALK PANELS SHALL BE RESTORED TO FULL PANEL WIDTHS AND LENGTHS (DEFINED BY EDGES OF THE SIDEWALK AND THE NEAREST CONTROL JOINTS OR EXPANSION JOINTS.) PARTIAL PATCHING OF SIDEWALKS SHALL NOT BE ACCEPTABLE. PAVEMENT FINISHES, THICKNESS, AND GRADES SHALL MATCH EXISTING SIDEWALKS.
11. EXCESS FILL TO BE HAULED OFFSITE.
12. EXCAVATING MATERIAL SHALL NOT BE STOCKPILED IN A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE OR INTO ANY ADJACENT WATER BODY OR STORMWATER COLLECTION FACILITY.
13. CONTRACTOR INSPECTION TO DETERMINE EFFECTIVENESS OF EROSION/SEDIMENT CONTROL EFFORTS TO BE CONDUCTED DAILY AND WITHIN 24 HOURS AFTER EACH 0.50 INCH OF GREATER RAINFALL EVENT. NECESSARY REMEDIES TO BE PERFORMED IMMEDIATELY.
14. ALL TEMPORARY EROSION CONTROL MEASURES ARE TO REMAIN IN PLACE FOR THE DURATION OF CONSTRUCTION.
15. NO PERSON SHALL CAUSE, LET, SUFFER, ALLOW, OR PERMIT THE EMISSIONS OF UNCONFINED PARTICULATE MATTER FROM ANY ACTIVITY, INCLUDING VEHICULAR MOVEMENT; TRANSPORTATION OF MATERIALS; CONSTRUCTION, ALTERATION, DEMOLITION OR WRECKING; OR INDUSTRIALLY RELATED ACTIVITIES, SUCH AS LOADING, UNLOADING, STORING, OR HANDLING; WITHOUT TAKING REASONABLE PRECAUTIONS TO PREVENT SUCH EMISSIONS INCLUDING BUT NOT LIMITED TO APPLICATION OF WATER, DUST SUPPRESSANTS, PLANTING OF VEGETATION, POINT OF ACTIVITY CONTROLS (HOODS, FILTERS, ETC.) AND OTHER MEASURES.

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
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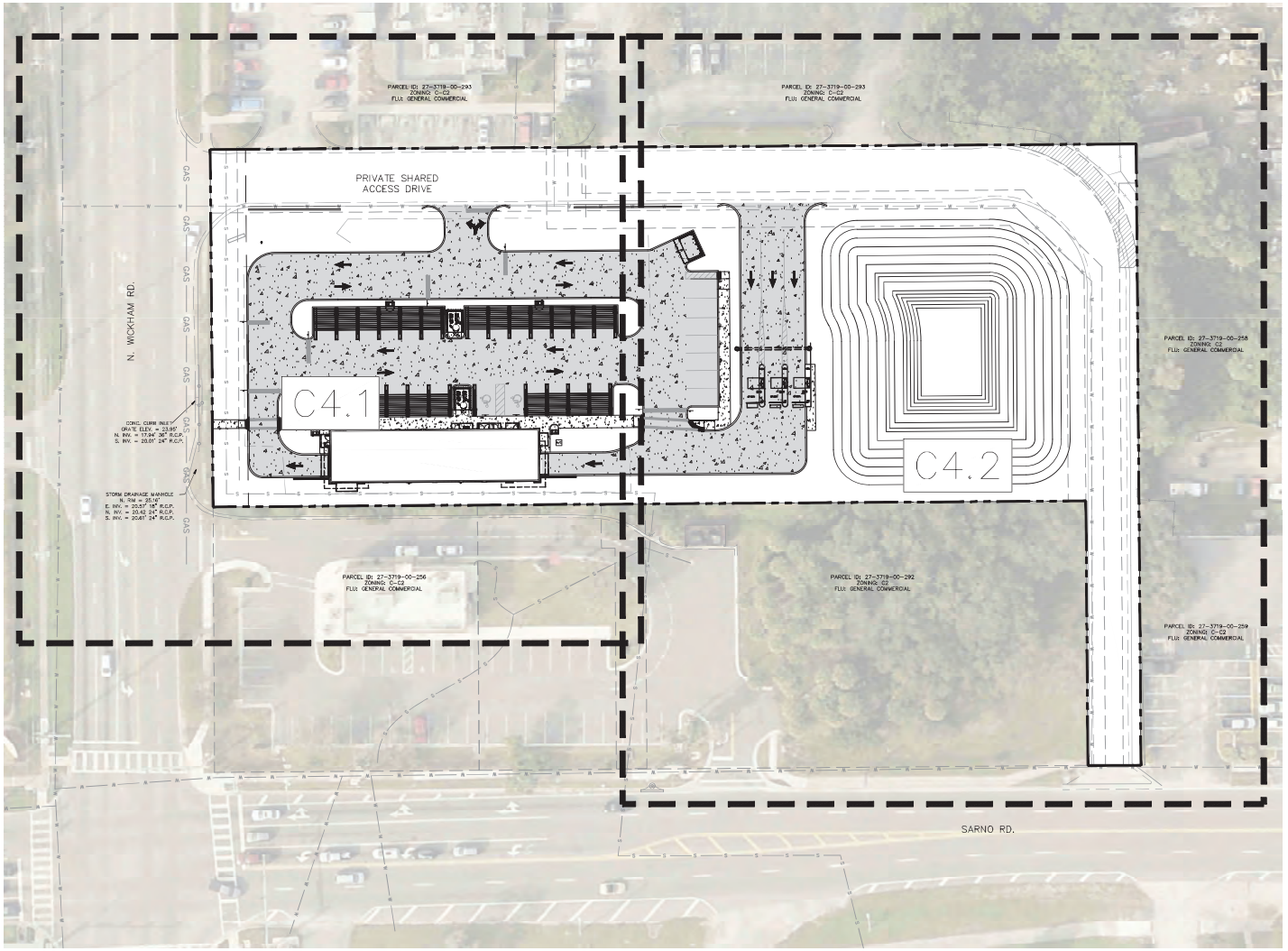
KHA PROJECT 249255004
DATE 10/7/2025
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

EXISTING CONDITIONS & DEMOLITION PLAN

EL CARWASH MELBOURNE
CITY OF MELBOURNE FLORIDA

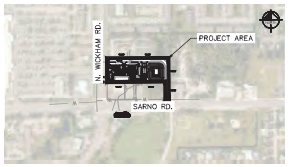
SHEET NUMBER C3.0

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NORTH

GRAPHIC SCALE IN FEET
0 15 30 60
1" = 30'



VICINITY MAP
SCALE 1"=500'

GENERAL STATEMENT:

THE EXISTING DEVELOPMENT CONSISTS OF A 3,095± SQUARE FOOT RETAIL BUILDING. THE EXISTING BUILDING, PAVING, PARKING AREA, AND ANY OTHER ASSOCIATED STRUCTURES AND UTILITIES WILL BE REMOVED FROM THE SITE PRIOR TO NEW DEVELOPMENT.

THE PROPOSED SITE PLAN IS FOR THE DEVELOPMENT OF A 3,670± SQUARE FOOT SINGLE BAY, FULL SERVICE CAR WASH FACILITY WITH 26 VACUUM STATIONS AND ACCESSORY AIR COMPRESSOR, INCLUDING ALL ASSOCIATED INFRASTRUCTURE (PARKING, DUMPSTER, LANDSCAPING, ETC.). THE SITE HAS EXISTING STORMWATER INFRASTRUCTURE THAT WILL BE MODIFIED AS PART OF THIS PROJECT.

SITE DATA:

SITE ACREAGE:	2.54 AC (110,642 SF)
PROPOSED BUILDING AREA:	3,670 SF
SITE ADDRESS:	925 N. WICKHAM RD. MELBOURNE, FL 32935
PARCEL ID:	27-3719-00-254
JURISDICTION:	CITY OF MELBOURNE
ZONING:	C2, GENERAL COMMERCIAL DISTRICT
FUTURE LAND USE:	GENERAL COMMERCIAL
EXISTING USE:	RETAIL
PROPOSED USE:	CAR WASH

BUILDING INFO:
NUMBER OF STRUCTURES: 1

	MAX. ALLOWABLE	PROPOSED
BUILDING HEIGHT:	48' (4 STORIES)	35' 2" (1 STORY)
FLOOR AREA RATIO (F.A.R.):	0.70	3,670/110,642 = 0.03

BUILDING SETBACKS:

	REQUIRED	PROVIDED
FRONT (N. WICKHAM RD.) (WEST)	20 FT	63 FT
SIDE (EXISTING COMMERCIAL, C2) (NORTH)	0 FT	159 FT
SIDE (EXISTING COMMERCIAL, C2) (SOUTH)	0 FT	10 FT
REAR (EXISTING COMMERCIAL, C2) (EAST)	20 FT	336 FT

REQUIRED PARKING:
PER CITY OF MELBOURNE PARKING SPACE REQUIREMENTS, SECTION 9.74, THE PARKING REQUIREMENTS ARE AS FOLLOWS:

CAR WASH (AUTOMATED)	
– 2 SPACES PER WASH BAY (1 WASH BAY)	2 SPACES
– 1 SPACE PER EMPLOYEE (5 EMPLOYEES)	5 SPACES
– 1 SPACE PER VACUUM (26 VACUUMS)	26 SPACES
TOTAL PARKING REQUIRED:	33 SPACES
REQUIRED ADA PARKING PER 33 SPACES:	2 SPACES

PARKING PROVIDED:

– STANDARD PARKING (11 FT X 18 FT):	2 SPACES
– ADA PARKING (12 FT X 18 FT):	2 SPACES
– EMPLOYEE PARKING (10 FT X 18 FT):	5 SPACES
– VACUUM PARKING (12 FT X 18 FT):	24 SPACES
TOTAL PARKING PROVIDED:	33 SPACES

SITE AREA BREAKDOWN:

	EXISTING	PROPOSED
IMPERVIOUS AREA:		
BUILDING:	3,095 SF (0.07 AC)	3,670 SF (0.08 AC)
PAVEMENT:	26,247 SF (0.60 AC)	33,434 SF (0.77 AC)
SIDEWALK:	2,556 SF (0.06 AC)	3,512 SF (0.08 AC)
WET POND:	19,304 SF (0.45 AC)	19,716 SF (0.45 AC)
SHARED ACCESS:	20,452 SF (0.47 AC)	20,452 SF (0.47 AC)
PERVIOUS AREA:	38,886 SF (0.89 AC)	30,056 SF (0.69 AC)
TOTAL AREAS:	110,540 SF (2.54 AC)	110,540 SF (2.54 AC)

CITY OF MELBOURNE SITE PLAN NOTES:

1. STORM WATER SHALL MEET THE APPLICABLE REQUIREMENTS OF CHAPTER 50.
2. DUMPSTERS SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II, SEPARATE PERMIT IS REQUIRED.
3. WALLS/FENCES SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE III, SEPARATE PERMIT IS REQUIRED.
4. PARKING SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE V, SEPARATE PERMIT IS REQUIRED.
5. LANDSCAPING SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE XV, SEPARATE PERMIT IS REQUIRED.
6. SIGNS SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 11, SEPARATE PERMIT IS REQUIRED.
7. THIS DEVELOPMENT WILL REQUIRE A 2-INCH METER.
8. NO AUTOMOTIVE SERVICE STATION USES ARE PROPOSED.
9. THE SITE PLAN IS DESIGNED TO PROVIDE ESCAPE LANES AND THE APPROPRIATE NUMBER OF QUEUING SPACING TO CREATE EFFICIENT STACKING LANES AND TO MINIMIZE ON-SITE CONFLICTS.
10. SITE IS TO BE DESIGNED TO ELIMINATE OVERSPRAY FROM THE CAR WASH FACILITY ON ADJACENT PROPERTIES.
11. THE SERVICES PROVIDED WITH THE PROPOSED CAR WASH INCLUDE: WASHING AND WAXING OF VEHICLES, INTERIOR DETAILING, ACCESSORY VACUUM SERVICES, AND/OR ACCESSORY AIR COMPRESSOR.
12. THE SITE PLAN IS DESIGNED TO LOCATE STACKING LANES AWAY FROM ADJACENT SENSITIVE USES, SUCH AS RESIDENTIAL AND OUTDOOR AMENITY AREAS, TO REDUCE THE IMPACTS OF NOISE AND POLLUTION THAT COULD BE CAUSED BY STACKING CARS NEAR SUCH USES.
13. THE SITE PLAN IS DESIGNED TO ALLOW A SUFFICIENT DRIVING DISTANCE FROM THE CAR WASH EXIT TO THE RIGHTS-OF-WAY TO MINIMIZE TRACKING WATER ONTO THE STREET.
14. THE SITE PLAN IS DESIGNED TO LOCATE ACCESS POINTS FOR STACKING LANES AWAY FROM RIGHTS-OF-WAY AND DRIVEWAYS SO THAT QUEUED VEHICLES DO NOT BLOCK THE TRAFFIC ALONG RIGHTS-OF-WAY OR THE MOVEMENT OF OTHER VEHICLES ON-SITE.
15. THE SITE PLAN HAS BEEN DESIGNED SUCH THAT THE ON-SITE CIRCULATION MINIMIZES THE CONFLICTS BETWEEN PEDESTRIANS AND VEHICLES.
16. THE SITE PLAN IS DESIGNED TO SEPARATE STACKING LANES FROM PARKING AREAS AND DRIVEWAYS BY USING LANDSCAPED ISLANDS, DECORATIVE PAVEMENT, PERVIOUS ISLANDS, OR PAINTED LINES.
17. THE VACUUM ENCLOSURE WALLS ARE 7' 8" AND SHALL BE PAINTED STUCCO ON CMU BLOCK CONSTRUCTION.

FEMA MAP INFORMATION

THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "X", ACCORDING TO THE FLOOD INSURANCE RATE MAP NUMBER 12009C0581G, EFFECTIVE MARCH 17, 2014.

DATUM NOTE:

THE BEARING BASIS FOR THIS SURVEY IS THE EAST RIGHT OF WAY OF WICKHAM ROAD (100' WIDE R/W) PER THE STATE PLANE COORDINATE SYSTEM, ZONE EAST NORTH AMERICAN DATUM 1983, WHICH BEARS N00°24'43"W AS SHOWN HEREON.

OWNER
925 WICKHAM, LLC
864 AVENIDA ACAPULCO
SAN CLEMENTE, CA 92672

DEVELOPER
EL CAR WASH, LLC
2753 NW. 87TH AVE.
DORAL, FL 33172
CONTACT: ALEJANDRO QUINTANA
PHONE: (404) 805-0797
EMAIL: alexq@elcarwash.com

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CONTACT: L. JORDAN DRAPER, P.E.
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LANDSCAPE ARCHITECT
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ORLANDO, FL 32801
CONTACT: MATTHEW FRANKO, PLA
PHONE: (407) 898-1511
EMAIL: matt.franko@kimley-horn.com

GENERAL NOTES:

1. ALL RADII TO BE 3' UNLESS OTHERWISE NOTED.
2. ALL REGULAR PARKING STRIPING TO BE 6" WIDE WHITE TRAFFIC PAINT.
3. THIS PROJECT WILL BE CONSTRUCTED IN ONE (1) PHASE.

PROJECTED TRAFFIC:

Scenario	ITE Land Use Code (LUC)	Size	Units	Daily Trips[1,2]	PM Peak Hour Trips[1]		
				Total	Total	In	Out
Existing	LUC 822: Strip Retail Plaza (<40KSF)	3.126	KSF	362	21	11	10
Proposed	LUC 948: Automated Car Wash	1	Tunnels	867	78	39	39
Net Change				505	57	28	29

[1] VEHICLE TRIP RATES AND DIRECTIONAL SPLITS OBTAINED FROM ITE TRIP GENERATION MANUAL, 11TH EDITION

[2] ITE LUC 948 DOES NOT PROVIDE DAILY TRIP RATES. THEREFORE, DAILY TRIPS WERE ESTIMATED BY DIVIDING THE PM PEAK HOUR TRIPS BY A STANDARD K-FACTOR OF 0.09

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No.	REVISIONS	DATE	BY

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WWW.KIMLEY-HORN.COM REGISTRY No. 35106

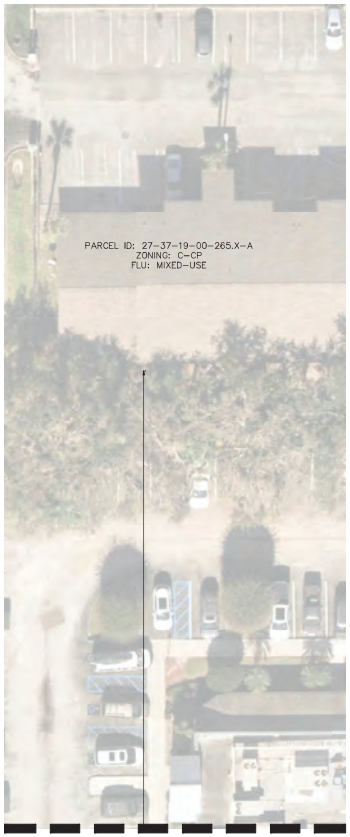
LICENSED PROFESSIONAL ENGINEER L. JORDAN DRAPER, P.E. No. 71362 STATE OF FLORIDA

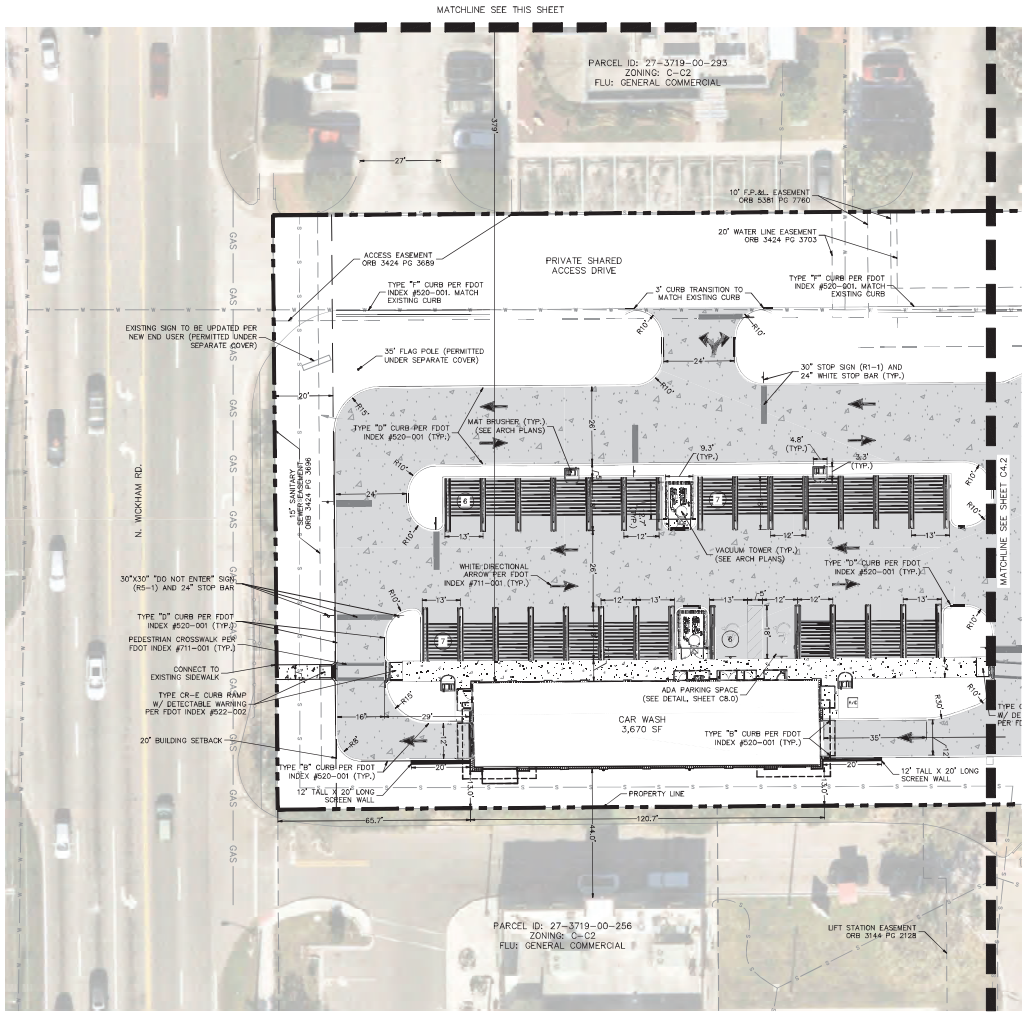
KHA PROJECT 249255004
DATE 10/7/2025
SCALE AS SHOWN
DESIGNED BY JDB
DRAWN BY JDB
CHECKED BY LJD

OVERALL SITE PLAN

EL CARWASH MELBOURNE
CITY OF MELBOURNE FLORIDA

SHEET NUMBER C4.0



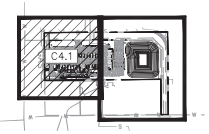


NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
1" = 20'

LEGEND:

- PROPERTY LINE
- BUILDING SETBACK
- CONCRETE SIDEWALK (SEE DETAIL, SHEET C8.0)
- HEAVY DUTY CONCRETE PAVEMENT (SEE DETAIL, SHEET C8.0)
- STANDARD DUTY CONCRETE PAVEMENT (SEE DETAIL, SHEET C8.0)
- (7) PROPOSED PARKING COUNT



KEY MAP
SCALE 1"=250'

CALL 48 HOURS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
200 S. ORANGE AVE., SUITE 800, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

LICENSED PROFESSIONAL ENGINEER
JORDAN DRAPER LEE
No. 112567
STATE OF FLORIDA

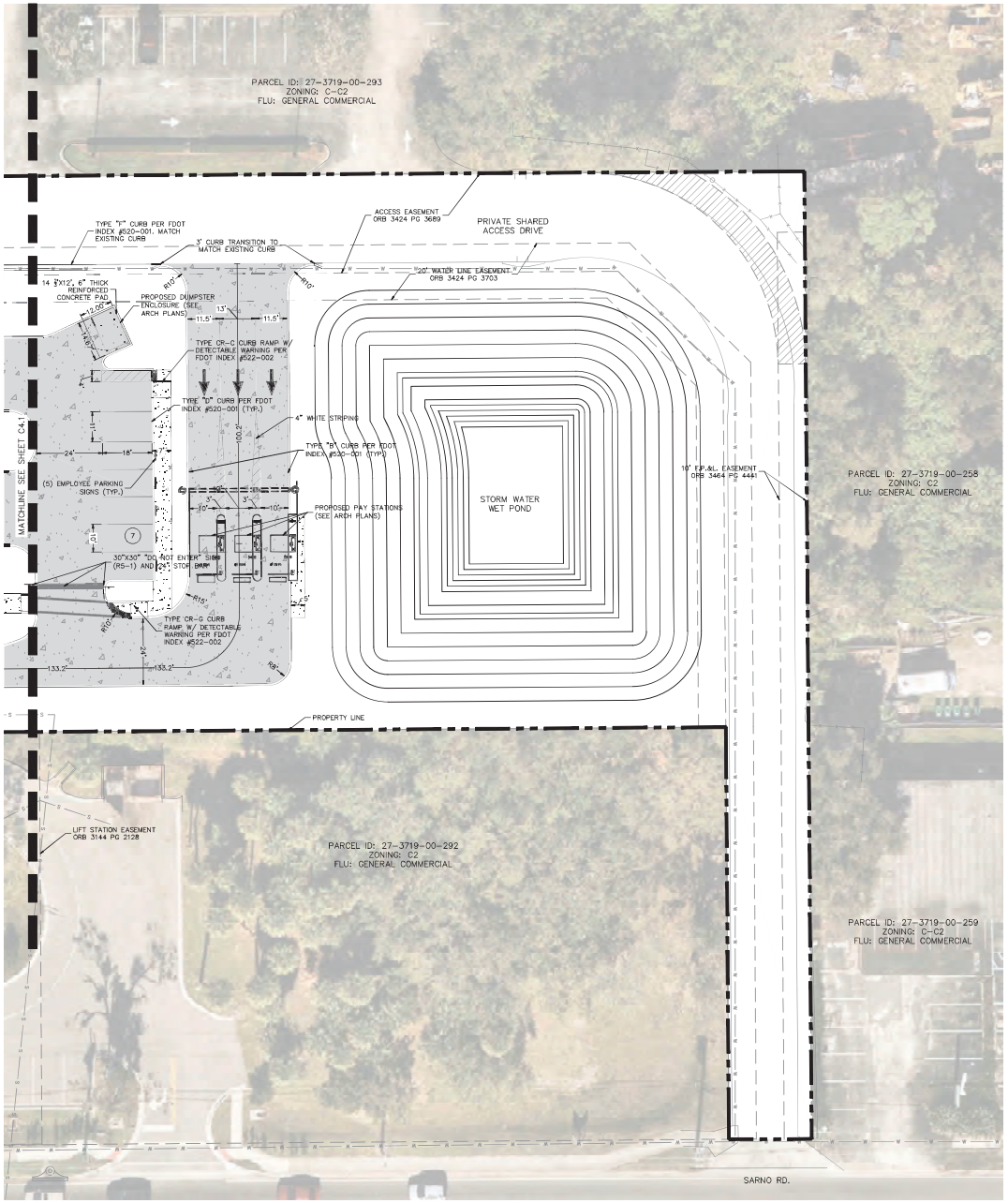
KHA PROJECT	249255004
DATE	10/7/2025
SCALE	AS SHOWN
DESIGNED BY	JDB
DRAWN BY	JDB
CHECKED BY	LJD

SITE PLAN

EL CARWASH MELBOURNE
CITY OF MELBOURNE FLORIDA

SHEET NUMBER
C4.1

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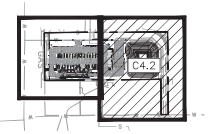


NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
1" = 20'

LEGEND:

- PROPERTY LINE
- BUILDING SETBACK
- CONCRETE SIDEWALK (SEE DETAIL, SHEET C8.0)
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- STANDARD DUTY CONCRETE PAVEMENT (SEE DETAIL, SHEET C8.0)
- (7) PROPOSED PARKING COUNT



KEY MAP
SCALE 1"=250'

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No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER
JORDAN DRAPER
No. 112567
STATE OF FLORIDA
PROFESSIONAL ENGINEER

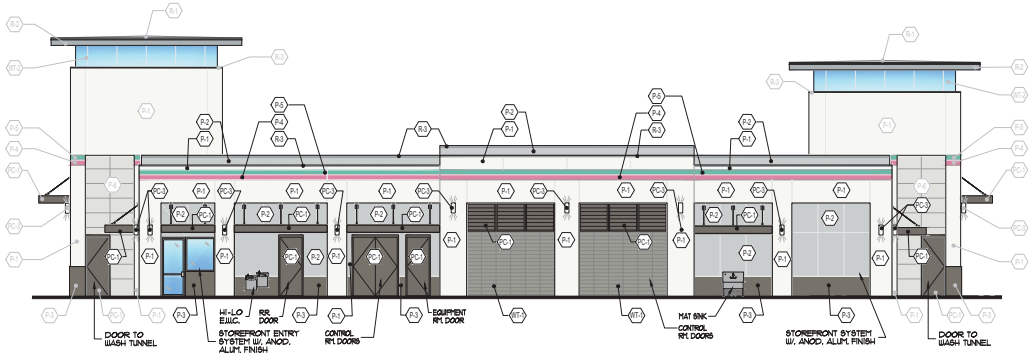
KHA PROJECT	249255004
DATE	10/7/2025
SCALE	AS SHOWN
DESIGNED BY	JDB
DRAWN BY	JDB
CHECKED BY	LJD

SITE PLAN

EL CARWASH MELBOURNE
CITY OF MELBOURNE FLORIDA

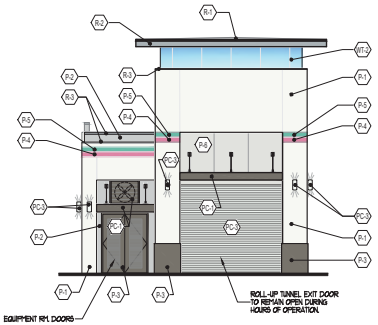
SHEET NUMBER
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1 A-5.2 NORTH ELEVATION

SCALE: 3/16" = 1'-0"

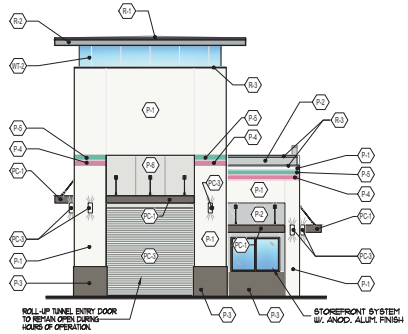


2 A-5.2 WEST ELEVATION

SCALE: 3/16" = 1'-0"

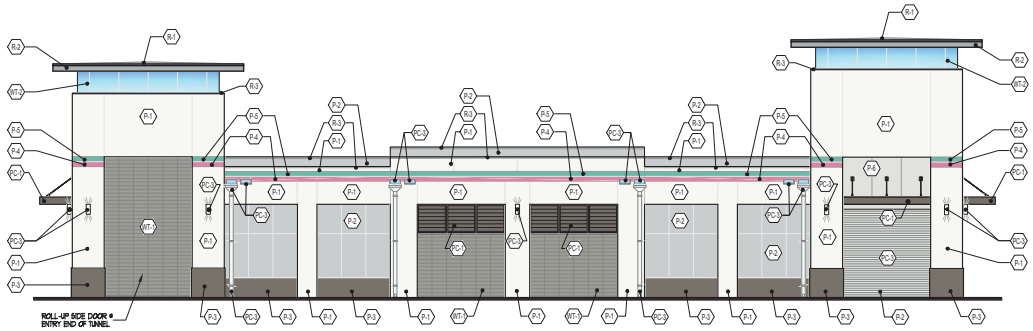
FINISH SCHEDULE

CODE	COLOR	SPECS	SWATCH	CODE	COLOR	SPECS	SWATCH
P-1	HIGH REFLECTIVE WHITE	SW. #7757		PC-1	DARK GREY	RAL 850-M	
P-2	EVENING SHADOW (LIGHT GREY)	SW. #1662		PC-2	TELEGREY 4	RAL1041	
P-3	GAUNTLET GRAY (DARK GREY)	SW. #7019		PC-3	SIGNAL WHITE	RAL 9003	
P-4	VIVACIOUS PINK ACCENTSTRIPE	SW. #6850		R-1	WHITE	TPO ROOFING MEMBRANE	
P-5	LARCHMERE ACCENT STRIPE	SW. #6752		R-2	BRILLIANT SILVER	ALUCO-BOND METALLIC METAL PARAPET CAP FLASHING AND (EAVE) FASCIA/DRIP	
P-6	RHINESTONE LIGHTEST GREY ACCENT	SW. 7656		R-3	TELEGREY 4	GALV. ALUMINUM PARAPET WALL CAP-FLASHING	
WT-1	ACCENT TILE-WOOD-LOOK	DAL TILE REEMPHELANCE-MEDIUM GRAY		WT-2	SILVER MIRROR	ALUCO-BOND REFLECTIVE PANELS (TOWER CLERESTORY)	



3 A-5.2 EAST ELEVATION

SCALE: 3/16" = 1'-0"



4 A-5.2 SOUTH ELEVATION

SCALE: 3/16" = 1'-0"

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ISSUED FOR: PRELIM

03/06/2025

MICHAEL P. SOFARELLI JR. FLORIDA STATE BOARD OF ARCHITECTURE REGISTRATION No.: AR 0014677

PROJECT: EL WASH NEW CAR WASH WICKHAM ROAD MELBOURNE, FL 32935

SOFARELLI & ASSOCIATES INC
MICHAEL P. SOFARELLI JR. R.A.
0365 142nd AVENUE NORTH
CLEARWATER, FLORIDA 33760
PHONE: (727) 536-4555
EMAIL: Mike@sofarelliarch.com

Revisions:

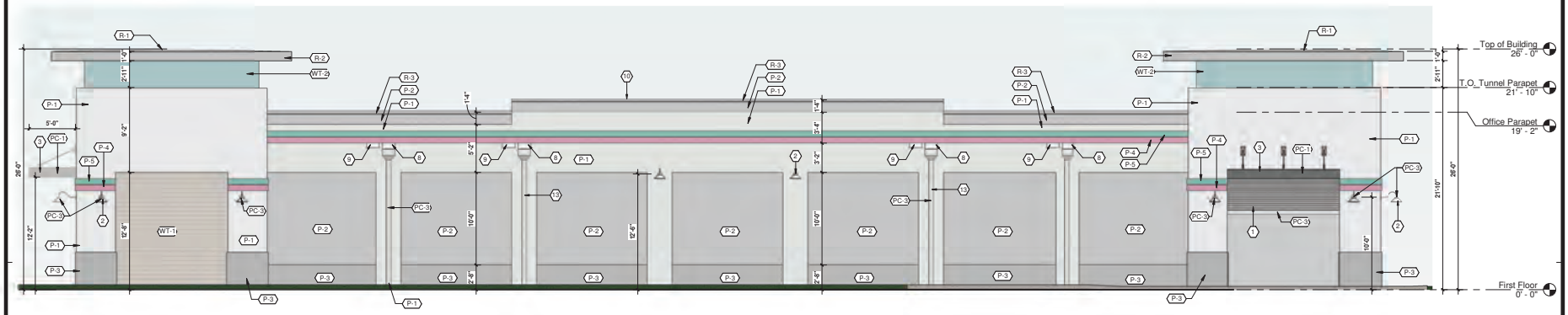
CONTENT: EXTERIOR ELEVATIONS

Filename: EL WASH MELBOURNE

Date: 11-19-2024

Proj. no. 24064

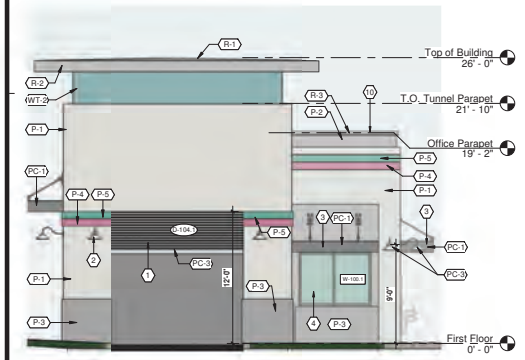
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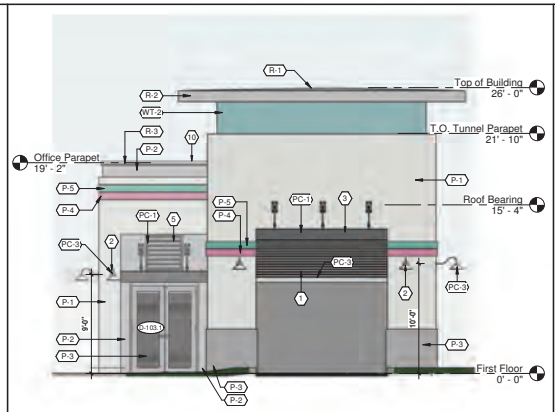
EAST ELEVATION SCALE: 3/16" = 1'-0" 05



WEST ELEVATION SCALE: 3/16" = 1'-0" 03



NORTH ELEVATION SCALE: 3/16" = 1'-0" 04



SOUTH ELEVATION SCALE: 3/16" = 1'-0" 06

X/X FINISH SCHEDULE

CODE	COLOR	SPECS	SWATCH	CODE	COLOR	SPECS	SWATCH
P-1	HIGH REFLECTIVE WHITE	S.W # 7757		PC-1	DARK GRAY	RAL # 850-M	
P-2	EVENING SHADOW (LIGHT GRAY)	S.W # 7662		PC-2	TELEGRAPHY 4	RAL # 7047	
P-3	GAUNLET GRAY (DARK GRAY)	S.W # 7019		PC-3	SIGNAL WHITE	RAL # 9003	
P-4	VIVACIOUS PINK ACCENT STRIPE	S.W # 6850		R-1	WHITE	TPO ROOFING MEMBRANE	
P-5	LARCHMERE ACCENT STRIPE	S.W # 6752		R-2	BRILLIANT SILVER	ALUCO BOND METAL PARAPET CAP FLASHING & (EAVE) FACIA/DRIP	
P-6	RHINESTONE LIGHTEST GRAY ACCENT	S.W # 7656		R-3	TELEGRAPHY 4	GALV. ALUMINUM PARAPET WALL CAP-FLASHING	
WT-1	ACCENT TILE WOOD LOOK	DAL TILE RESEMBLANCE MEDIUM GRAY		WT-2	SILVER MIRROR	ALUCO BOND REFLECTIVE PANELS TOWER CLERESTORY	

Exterior Finish Schedule 02

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL EXTERIOR MATERIAL COLORS AND FINISHES WITH THE ARCHITECT. ANY DISCREPANCIES NOTED SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT FOR CLARIFICATION.
2. REFER TO LIGHTING PLANS FOR LIGHTING FIXTURE LOCATION AND SCHEDULE.
3. SEPEREATE BUILDING PERMIT MUST BE OBTAINED FOR ALL SIGNS

Elevation Keynotes

No.	Keynote
1	ROLL UP OVERHEAD ENTRY DOOR. DOOR TO REMAIN OPEN DURING HOURS OF OPERATION.
2	WALL MOUNT GOOSE NECKS LIGHT FIXTURE. REFER TO LIGHTING FIXTURE SCHEDULE.
3	PREFABRICATED METAL BLAZE AWNING. REFER TO SHEET A-2.10 FOR DETAIL.
4	STOREFRONT SYSTEM WITH ANODIZED ALUMINUM FINISH REFER TO A-2.0 FOR DETAILS.
5	PANEL MOUNTED TYPE EXHAUST FAN REFER TO SHEET A-2.0 FOR SPECIFICATION & DETAIL.
6	LAUNDRY SINK REFER TO PLUMBING DRAWINGS.
7	@ LEVEL EXTERIOR DRINKING FOUNTAIN REFER TO PLUMBING SCHEDULE FOR DETAILS.
8	16"X8" PRIMARY SCUPPER
9	16"X8" SECONDARY SCUPPER
10	POWDERCOATED ALUMINUM PARAPET WALL CAPING & FLASHING
11	MAIN ENTRY DOOR. 3'-0"X 8'-0" STOREFRONT SYSTEM, IMPACT RATED, ANODIZED
12	PAIR OF 3' W X 8' H HOLLOW METAL IMPACT DOORS. PC-1 SEMI GLOSS PAINT
13	8" SQUARE RWL ATTACHED TO WALL WITH BRACKETS, DOWN TO SPLASH BLOCKS. REFER TO CIVIL DRAWINGS FOR RETENTION AREA"

Elevation Notes 01

CONSULTANT

Gregory D. Marks
FL. REG. # AR 92884
DATE: 06-30-25

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ARCHITECTURE MASTER PLANNING

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E: GREG@GBMARCHITECTURE.COM
WEB: WWW.GBMARCHITECTURE.COM
T: 954.999.5633

EL CAR WASH
2860 W. SAND LAKE RD.
ORLANDO, FLORIDA 32819

50 % SET

DRAWING ISSUE DATES:

EXTERIOR ELEVATIONS

SHEET A-6.1

PROJECT 250416
DATE 06-30-25
PERMIT NO.

ORDINANCE NO. 2025-52

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY GRANTING A CONDITIONAL USE TO ALLOW FOR A FREE-STANDING CAR WASH ESTABLISHMENT ON 2.54± ACRES OF PROPERTY ZONED C-2 (GENERAL COMMERCIAL), LOCATED ON THE EAST SIDE OF WICKHAM ROAD, NORTH OF SARNO ROAD AND SOUTH OF EAU GALLIE BOULEVARD (925 NORTH WICKHAM ROAD); PROVIDING FOR SITE PLAN APPROVAL; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE CONDITIONAL USE GRANTED HEREIN MAY BE REVOKED BY CITY COUNCIL IF THE CONDITIONS OF APPROVAL ARE NOT MET; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-2; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU2025-0002/PLAN2025-0006)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by granting a conditional use to allow for a free-standing car wash establishment on 2.54± acres of property zoned C-2 (General Commercial), located on the east side of Wickham Road, north of Sarno Road and south of Eau Gallie Boulevard (925 North Wickham Road). The property is described as:

A PARCEL OF LAND LYING IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF WICKHAM ROAD AND THE NORTH RIGHT OF WAY LINE OF SARNO ROAD; THENCE GO NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF WICKHAM ROAD A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF WICKHAM ROAD A DISTANCE OF 202.25 FEET TO A POINT; THENCE PROCEED EASTERLY AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION A DISTANCE OF 525.00 FEET TO A POINT; THENCE PROCEED SOUTH 00' 03' 43" WEST (PARALLEL TO THE EASTERLY RIGHT OF WAY LINE OF WICKHAM ROAD) A DISTANCE OF 352.25 FEET MORE OR LESS TO THE NORTH RIGHT OF WAY LINE OF SARNO ROAD; THENCE PROCEED WESTERLY ALONG THE NORTH RIGHT OF WAY LINE

OF SARNO ROAD 30.00 FEET TO A POINT; THENCE NORTH 00' 03' 43" EAST (PARALLEL TO THE EASTERLY RIGHT OF WAY LINE OF WICKHAM ROAD) A DISTANCE OF 150.00 FEET TO A POINT; THENCE PROCEED WESTERLY AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1 /4 OF THE NORTHWEST 1/4 OF SAID SECTION A DISTANCE OF 495.00 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF WICKHAM ROAD AND THE POINT OF BEGINNING. TOGETHER WITH EASEMENT IN LIFT STATION AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3144, PAGE 2128, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SECTION 2. That the conditional use request is hereby approved subject to the following conditions:

a. The conditional use shall comply with the use standards for a car wash facility.

b. The conditional use shall be in conformance with the formal site plan (PLAN2025-0006) and associated conditions.

SECTION 3. That PLAN2025-0006 for the construction of a single-story, 3,670±-square foot automatic car wash establishment, prepared on a single-sheet plan by L. Jordan Draper, P.E., Kimley Horn and Associates, Inc. of Orlando, Florida, Project Number 249255004, with a signed and sealed date of September 8, 2025, is hereby approved subject to the following conditions:

a. Any change to the site plan will require reevaluation by the Engineering and Community Development Departments.

   Any substantial change to the site plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and/or the Planning and Zoning Board, Local Planning Agency.

b. The following shall be required to further attenuate potential noise from the building:

   1. The building shall be constructed of concrete block with noise and water-attenuating paneling on the inside of the tunnel.

   2. Sound Suppression Nozzles will be installed on the exit blowers.

   3. Exit blowers shall be angled towards the inside of the tunnel (away from the street) and the car wash shall use pressure plates in this location to activate the blower motors only when there is a car on that part of the sensor.

4. A minimum 12-foot-tall wall extending approximately 20 feet at both the entry and exit side of the main car wash structure consistent with the Noise Analysis and shown on the site plan.

5. The above-referenced wall must be installed prior to Certificate of Occupancy for the car wash business.

c. The following shall be required to further attenuate potential noise from the vacuum producers (located outside the building):

1. Each vacuum producer shall be enclosed on all three sides with a minimum 7’8”-tall masonry wall and galvanized access doors on the fourth side.

2. The above-referenced enclosure must be installed prior to Certificate of Occupancy for the car wash business.

3. During non-peak hours, the power shall be lowered to the vacuum producers to create less sound.

d. The architectural design proposed for the building, vacuum stations and wall shall be substantially consistent with the renderings submitted by the applicant.

e. Appropriate environmental permits must be obtained as part of the Engineering Construction Plan review process.

f. Hours of operation for El Car Wash shall be 7:00 a.m. to 9:00 p.m. seven days a week.

SECTION 4. That the conditional use granted by this ordinance may be revoked by the City Council if the conditions of approval in Section 3. of this ordinance are not met. Such action would require notice to the property owner and a public hearing before City Council. Upon issuance of a final order by City Council revoking the conditional use granted by this ordinance, the conditional use granted herein shall expire and become null and void and the use of the premises shall revert to the previous and more restricted use classification.

SECTION 5. That the above-described property shall be designated on the Zoning Map by the symbols C-C-2 to indicate that said premises shall be restricted for that particular conditional use along with the uses permitted in a C-2 (General Commercial) Zoning District.

SECTION 6. That it is hereby found and determined that the conditional use requested satisfies the criteria established in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (C) (Conditional Uses).

SECTION 7. That this ordinance shall become effective 30 days from the date of adoption of this ordinance and, if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. The amendment shall be duly recorded within five business days after the 30-day period has expired and resolution of any judicial contests or appeals.

SECTION 8. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025, and adopted on the final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-52

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	6
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.13.

Subject:
Ordinance No. 2025-53, Comprehensive Plan Amendment *Minor Amendment* (MAP2024-0013), and Ordinance No. 2025-54, Zoning Request (MAP2024-0012) and Site Plan Request (PLAN2024-0019) Lansing RV Storage

Background/Consideration:
This is the first reading of two ordinances changing the existing General Commercial Future Land Use Map classification from General Commercial to Heavy Commercial, changing the existing C-2 (General Commercial District) zoning to M-1 (Light Industrial District), with site plan approval to develop a gated outdoor RV storage area on a 1.83±-acre portion of an overall 6.25±-acre property. This is parcel ID 27-37-07-55-*-4. The property is located on the north side of Lansing Street, east of North Wickham Road and south of Lake Washington Road. The subject property is located in Council District 5.

The property owner would like to utilize Lot 4 of the Lansing Square Subdivision to construct outdoor Recreational Vehicle (RV) storage as a proposed site expansion of the existing Extra Storage mini-storage business, which is developed on Lot 3. Outdoor storage is not permitted within the C-2 zoning; consequently, a zoning map change to M-1 must be applied to the subject land. Since M-1 zoning is not permitted within the General Commercial Future Land Use classification, the Heavy Commercial future land use classification is requested. The applicant has submitted a formal site plan depicting the RV storage modifications to Lot 4 that coordinate with the existing mini-storage facility currently developed on Lot 3, requiring internal access to the RV parking/storage area internally from the mini-storage development. Upon approval, the property owner will be required to submit an engineering construction plan to the Engineering Department and corresponding permits for the proposed site improvements.

The neighboring properties to the west and north and abutting to the east are zoned C-2. Across Lansing Street to the south, the property is zoned M-2 (Heavy Industrial). The area to be rezoned will be an accessory to the existing mini-storage use and the two lots will be bound by a Unity of Title. As such, the future use of the property will be limited. The existing eastern driveway entrance for the mini-storage facility will be eliminated as part of the RV storage development. The 128-foot-wide stormwater pond for the Lansing Square commercial development is east of the driveway. The closest single-family residential home is located to the east of the Lansing Square stormwater pond, approximately 195 feet from the proposed new RV parking/storage area.

On November 6, 2025, two residents from Olympus Court (directly adjacent to the east of Lansing Square), spoke about concerns regarding lighting from the existing mini-storage development that is spilling over into their residential properties. However, they did not object to the proposed development of RV parking/storage. The Planning and Zoning Board voted unanimously to recommend approval of the proposed requests.

Fiscal/Budget Impact:
N/A

Requested Action:

a. Approval of Ordinance No. 2025-53, based upon the findings and conditions contained in the Planning and Zoning Board memorandum.

b. Approval of Ordinance No. 2025-54, based upon the findings and conditions contained in the Planning and Zoning Board memorandum.

c. Approval of PLAN2024-0019 (to be considered by City Council during the second reading of the ordinances).

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Todd Corwin, AICP, Planner

Re: **Comprehensive Plan Amendment *Minor Amendment* (MAP2024-0013), Zoning Amendment (MAP2024-0012) with Formal Site Plan request (PLAN2024-0019) Lansing RV Storage**

Date: November 13, 2025

Owner/Applicants/Representative

- Owner– Partnership LLC, Laws Hall
- Applicant/Representative – Justin Archey

Proposed Actions

For a 1.83±-acre portion (Lot 4) of an overall 6.25±-acre property (Lots 3 and 4) of the Lansing Square Commercial Subdivision, the following are requested:

- **Comprehensive Plan Amendment** – amending the future land use map classification from General Commercial to Heavy Commercial;
- **Zoning Amendment** – amending the zoning map from C-2 (General Commercial) to M-1 (Light Industrial); and
- **Formal Site Plan** – to develop a gated outdoor RV storage area on Lot 4, accessory to the existing mini-storage business.

Location

The property is located on the north side of Lansing Street, east of North Wickham Road and south of Lake Washington Road, in Township 27S, Range 37E, Section 07. This property is located within Council District 6.

History

The 6.25± acre property is partially developed. Following is the planning history for the Lansing Square development:

1995: City Council approved rezoning the undeveloped property from C-1 (Neighborhood Commercial) to C-2 (Z-1995-745, Ordinance No. 1995-62).

2006: City Council approved a conditional use with site plan approval for a two-phase commercial center and a single-story mini-storage facility (CU-2005-16/SP-2005-21, Ordinance No. 2006-42).

2007: City Council approved a conditional use with site plan approval, revising the 2006 site plan by reducing the area of the mini-storage and adding a Phase 3 office/retail building (CU-2007-01/SP-2007-01, Ordinance No. 2007-25). The applicant pays the capacity reservation fee.

2008: Project received construction plan approval.

2008: Phase 1 of the project is built, including: Wells Fargo in 2008 and the multi-tenant building in 2009. Phases 2 and 3 expire for lack of progress toward construction.

2013: City provided the applicant with an option to request a refund and close the project or extend the project for one additional year (per Ordinance No. 2013-44). Applicant chooses the refund and City Council approves the agreement to relinquish development permits.

2016: Applicant resubmitted Phases 2 and 3 conditional use and site plan but expires after a year of inactivity.

2019: City Council approved a new conditional use with site plan approval, to re-activate the Phase 2 and 3 portion of the project (CU-2019-02/SP-2019-02/Ordinance No. 2019-21). Conditions of approval included a requirement to plat the property for previous divisions of land.

2021: City Council approved a preliminary plat for a proposed 4-lot commercial subdivision, (PLAT2021-0004).

2022: City Council approves the final plat for the 4-lot commercial subdivision (PLAT2022-0006).

The property currently has a General Commercial Future Land Use Map designation.

Adjacent Property Information

Access:	Lansing Street, along the south property line
To the East:	A portion of Lot 3 (Extra Storage); stormwater tract for Lansing Square Commercial Subdivision (PB73, PG83)
Zoning:	C-C-2
Land Use:	General Commercial
To the West:	Lot 1, Wells Fargo (Financial Institution)
Zoning:	C-2
Land Use:	General Commercial

To the North:	Lot 3, Extra Storage (mini-storage facility)
Zoning:	C-C-2
Land Use:	General Commercial
To the South:	Across Lansing Street, Brevard County School Board – South Area Alternative Learning Facility
Zoning:	M-2
Land Use:	Industrial

Comprehensive Plan Analysis

The subject property lies on the north side of Lansing Street, east of Wickham Road. The subject property is currently designated as General Commercial on the City's Future Land Use Map. The existing General Commercial land use permits the consideration of a variety of commercial uses such as auto sales and service, professional and business offices, retail, restaurants, personal and business services, and schools at a maximum floor area ratio (FAR) of 2.0. The existing General Commercial land use also permits residential uses at a density of up to 15 units per acre.

The property owner is requesting Heavy Commercial Future Land Use in order to utilize the property for RV storage purposes. This use will have a minor impact on the local transportation network. The proposed M-1 zoning district can be considered within the Heavy Commercial land use category. The requested Heavy Commercial Future Land Use category permits the consideration of commercial uses at a maximum FAR of 0.7. However, since the site will be used for outdoor RV storage, the floor area ratio (FAR) maximum thresholds identified in the Comprehensive Plan are not applicable to this project.

The placement of the Industrial category is guided by Heavy Commercial Land Use Element Policy 1.5.6 which states the allocation of land resources for industrial development shall be responsive to the location and space requirements of industrial activities and potential fiscal and environmental impacts on the City of Melbourne. The location and distribution of industrial land use shall be determined based on the following considerations:

- Impact on existing and planned community services and utilities, especially on transportation facilities;
- Ability to achieve a functional internal circulation and off-street parking system;
- Location and site requirements based on specific needs of respective commercial activities, their market area, anticipated employment generation, and floor area requirements; this category is encouraged for areas along the railroad and near the airport;
- Compatibility with and impact on other surrounding commercial activities;
- Compatibility with and impact on surrounding areas designated for residential use in the Future Land Use Map;

The Heavy Commercial Future Land Use designation may be considered for sites that accommodate activities such as automotive sales and services and light industrial activities. Outdoor RV storage is planned for the subject site. The subject property is located on the northern edge of an existing industrial area that extends southward for approximately 1,900 feet. Storage and warehousing are common uses on properties that are designated as Heavy Commercial on the Future Land Use Map. The proposed zoning change to M-1 will permit industrial uses on the subject property. However, a condition has been added by staff that states the discontinuation of use for outdoor RV storage for six consecutive months will result in the reversion of the zoning from M-1 to C-2. In addition, failure to establish the outdoor RV storage use within one year will also result in the reversion of the zoning from M-1 to C-2.

The surrounding properties to the south are designated for industrial uses while the properties to the north, east, and west are designated for commercial uses. The change to an Industrial Future Land Use category is consistent with development are designated for general commercial uses. All of the above referenced factors support the proposed change to a Heavy Commercial Future Land Use classification.

Zoning Designation Analysis

Amending the zoning from C-2 (General Commercial) to M-1 (Light Industrial) is the focus of the proposed request, and is reviewed in accordance with Appendix B, Article IX, Section 1(A), which states that the proposed amendment or change shall be studied to determine:

(a) The need and justification for the change;

(b) When pertaining to the rezoning of land, the effect of the change, if any, on a particular property and on surrounding properties;

(c) When pertaining to the rezoning of land, the amount of undeveloped land in the general area and in the city having the same classification as that requested; and

(d) The relationship of the proposed amendment to the purpose of the City's plan for development with appropriate consideration as to whether the proposed change will further the purposes of this ordinance and the plan.

Need for Change: The property owners wish to construct outdoor RV storage as a proposed site expansion on Lot 4 of the Lansing Square Commercial Subdivision to the existing Extra Storage mini-storage business, which is developed on Lot 3. Outdoor storage is not permitted within the C-2 zoning; consequently, a zoning map change to M-1 must be applied to the subject land. The applicant has submitted a formal site plan depicting the modifications to Lot 4 that support the existing mini-storage facility currently developed on Lot 3. The RV outdoor storage area is a permitted use in the requested M-1 zoning district. Upon approval, the property owner will be required to submit a construction plan to the Engineering Department and corresponding permits for the proposed site improvements.

Effect on the Property and Surrounding Properties: Currently, the zoning for the subject property is C-2, which allows a variety of commercial uses, such as office, retail, restaurant and vehicle sales. The neighboring properties to the west and north are zoned C-2 and across Lansing Street to the south, the property is zoned M-2 (Heavy Industrial). To the east is a driveway entrance for the mini-storage facility, and a 128-foot-wide stormwater pond for the Lansing Square commercial development, both zoned C-2. The closest single-family residential home is located to the east of the stormwater pond, approximately 195 feet to the proposed new RV parking/storage area. The Visual Screen (per Section 9.44.1, City Code) was constructed during the development of the mini-storage facility. Accordingly, the proposed M-1 zoning is compatible with the land uses in the surrounding neighborhood.

Historically, the majority of the area on North Wickham Road between Lansing Street and Aurora Road, has been zoned for industrial and general commercial uses either in the city or the county. The Heavy Commercial Future Land Use classification will not permit a future rezoning request for M-2 and the area to be rezoned will be accessory to the existing mini-storage use and bound by a Unity of Title. As such, the future use of the property will be limited.

Amount of Similarly Zoned Land in the Vicinity: Placing M-1 zoning on the subject land is consistent with the current zoning of adjacent properties. All of the surrounding properties are zoned C-2 or M-2. Both of these districts are higher intensity commercial and industrial classifications. The proposed zoning district, in conjunction with the Heavy Commercial Future Land Use classification, is compatible with the surrounding uses/development.

Consistency with the Comprehensive Plan: The Heavy Commercial future land use map classification permits the consideration of M-1 zoning. The M-1 zoning classification “is intended to apply to an area located in close proximity to rail, air or major roadway facilities and which can serve intensive commercial uses and light manufacturing, warehousing, distribution, wholesaling and other industrial functions of the city and the region.” Lot and building regulations are intended to lessen contrary impact of the industrial activities on nearby non-industrial areas, as well as to emit unneeded industrial traffic through non-industrial areas.

Analysis of the Formal Site Plan

City Code, Appendix B, Article IX, Section 6 establishes general standards to consider when evaluating the merits for a site plan approval request.

Existing Conditions: Lot 4 was originally approved for a 20,000 square foot office/retail building as Phase 3 of the Lansing Square formal site plan (SP-2007-10). While the site was improved with the required parking area, the office/retail building was never constructed.

Proposed Development: The project includes the demolition of the existing pavement for the construction of a 50-space, gated RV outdoor storage area. The RV parking area will be paved and curbed with a one-way drive. The existing perimeter fence will be extended from the mini-storage facility to secure the RV outdoor storage area.

Access and Parking: Customers must access the RV storage through the main entrance of the Extra Storage facility located at the north end of Lot 3 (shown on the site plan) through a gate that is parallel to the rear property boundary of Lot 2. The RV exit is gated at the existing driveway located on the west side of Lot 4, which is a shared driveway for Lots 1 and 2. There is an existing driveway located to the east of the RV parking is currently part of the mini-storage development, which will be eliminated with the re-design of the site to add the RV storage area.

No additional customer parking is required for the outdoor storage of RVs. The RV outdoor storage facility will utilize the existing customer parking spaces at the office located on Lot 3 at the northwest corner of the Extra Storage building, as identified on the site plan (including two handicapped accessible spaces shown).

Other Code Required Standards**.** The project will be required to meet the landscaping requirements of Appendix D, Chapter 9, Article XV during construction plan review, including a 6-foot-tall opaque fence that is required along the south, east and west property lines. The proposed development will utilize the existing Tract A stormwater management system to meet City Code, Chapter 50.

Staff has concerns that the outdoor storage area could be converted in the future from RVs to the outdoor storage of heavy equipment or construction materials, which are typically associated with building contractor yards and not typically accessory to mini-storage facilities. As a result, staff has added conditions that the RV outdoor storage area is accessory to the mini-storage use and that the two lots be joined by a Unity of Title as a combined area of development. In addition, if the RV outdoor storage area is not constructed within one year or ceases operation for more than six months, staff has recommended that the future land use and zoning revert back to General Commercial and C-2.

Water and Sewer Concurrency

The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water and City sewer are available to serve the subject site. The Lake Washington Water Treatment Plant and the D.B. Lee Wastewater Treatment Plant serve this site.

Mobility

The subject property is located within Mobility District E (North Wickham Road). The applicant has previously constructed an 840-unit mini-storage facility on Lot 3. For the development of a 50-space RV outdoor storage facility on Lot 4, the applicant will be required to provide three (3) mobility improvements or make a payment in lieu of

constructing the mobility improvements. The payment in lieu of amount for the remaining development on Lot 4 will be $18,174.98.

Joint Planning Agreement (JPA) Comments

The property is not located within the Joint Planning Area (JPA).

Planning and Zoning Board Action

On November 6, 2025, two residents from Olympus Court (directly adjacent to the east of Lansing Square), spoke about concerns regarding lighting from the existing mini-storage development that is spilling over into their residential properties. However, they did not object to the proposed development of RV parking/storage. The Planning and Zoning Board voted unanimously to recommend approval of the proposed requests.

Recommendation

Based on the findings contained within the Planning and Zoning Board memorandum, for a 1.83±-acre portion (Lot 4) of an overall 6.25±-acre property (Lots 3 and 4) of the Lansing Square Commercial Subdivision, zoned C-2, located on the north side of Lansing Street, east of North Wickham Road, and south of Lake Washington Road, the Planning and Zoning Board and the Community Development Department recommend:

A. Approval of MAP2024-0013, amending the future land use map classification from General Commercial to Heavy Commercial, with the following conditions:

a. The future land use shall be in conformance with the formal site plan (PLAN2024-0019) and associated conditions.

B. Approval of MAP2024-0012, amending the zoning map designation from C-2 (General Commercial) to M-1 (Light Industrial), and pursuant to the following conditions:

a. The zoning shall be in conformance with the formal site plan (PLAN2024-0019) and associated conditions; and

b. The discontinuation of use for outdoor RV storage for six consecutive months will result in the reversion of the zoning. Failure to establish the outdoor RV storage use within one year will also result in the reversion of the zoning.

C. Approval of PLAN2024-0019, site plan to develop a paved, outdoor RV storage area on Lot 4, accessory to the existing mini-storage business, consisting of a two-sheet site plan prepared by Antonio S. Owen, P.E., of Rockledge, Florida with a signed and sealed date of October 30, 2025, and pursuant to the following conditions:

a. Changes to the Site Plan will require re-evaluation by the City Engineering Department and Community Development Department.

Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and the Planning and Zoning Board, Local Planning Agency.

b. A Unity of Title will be required for the outdoor RV storage area, as an accessory use to the existing mini-storage facility. The Unity of Title shall be prepared in form and substance acceptable to the City Attorney's Office and recorded prior to Engineering Construction Plan approval.

c. The discontinuation of use for outdoor RV storage for six consecutive months will result in the reversion of the zoning. Failure to establish the outdoor RV storage use within one year will also result in the reversion of the zoning.

d. Except for the access gates, the RV outdoor storage area shall be effectively screened with a minimum 6-foot-tall opaque fence on the south, east and west sides of Lot 4.

e. Appropriate environmental permits must be obtained as part of the engineering construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.

f. The stormwater design shall meet the requirements of Chapter 50 and the City of Melbourne "Technical Provisions for the Construction of Streets, Paving, and Drainage Systems" during construction plan review.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Comprehensive Plan Amendment *Minor Amendment* (MAP2024-0013), Zoning Amendment (MAP2024-0012) with Formal Site Plan request (PLAN2024-0019) Lansing RV Storage**
Date:	November 7, 2025
Owner:	Partnership LLC, Laws Hall
Applicant/ Representative:	Justin Archey

The Planning and Zoning Board, at its regular scheduled meeting on November 6, 2025, reviewed the above-referenced request for a Comprehensive Plan Amendment, Zoning Amendment, and site plan approval.

During the meeting, two residents from Olympus Court (directly adjacent to the east of Lansing Square), spoke about concerns regarding lighting from the existing mini-storage development that is spilling over into their residential properties. However, they did not object to the proposed development of RV parking/storage.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the following requests for a 1.83±-acre portion (Lot 4) of an overall 6.25±-acre property (Lots 3 and 4) of the Lansing Square Commercial Subdivision, located on the north side of Lansing Street, east of North Wickham Road and south of Lake Washington Road:

- **Comprehensive Plan Amendment** – amending the future land use map classification from General Commercial to Heavy Commercial;
- **Zoning Amendment** – amending the zoning map from C-2 (General Commercial) to M-1 (Light Industrial); and
- **Formal Site Plan** – to develop a gated outdoor RV storage area on Lot 4, accessory to the existing mini-storage business.

The recommendation of the Planning and Zoning Board is based upon a two-sheet site plan prepared by Antonio S. Owen, P.E., of Rockledge, Florida, with a signed and sealed date of October 30, 2025, and pursuant to the following findings and conditions:

Findings for the Comprehensive Plan Amendment

1. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. The proposed Heavy Commercial Future Land Use designation is compatible with surrounding development patterns in the City of Melbourne. The site is bordered by Industrial land use to the south. Property designated as General Commercial land use borders the property to the north, east and west. The proposed Heavy Commercial land use category permits both commercial and industrial zoning districts/uses and is compatible with surrounding land use categories.

2. The proposal is specifically consistent with Goal 1 of the Future Land Use Element. The purpose stated in this goal is to meet the needs of population growth through public and private development and redevelopment, and through the appropriate distribution, location, and extent of land use, consistent with adequate levels of service, efficient use of facilities, and protection of natural resources and environmental lands. The proposed Heavy Commercial land use is consistent with surrounding land use patterns in the area and will permit a RV storage area, as a second phase to the existing mini-storage business. In addition, the proposal will allow the implementation of M-1 zoning at the subject location.

3. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City or region. The Future Land Use Element of the Comprehensive Plan establishes Residential, Commercial, Industrial, and Public/Institutional Future Land Use Map categories (the allocation of these designations is also guided by the Future Land Use Element). This proposal is consistent with the policies in the Future Land Use Element since it establishes a land use category (Heavy Commercial) that is compatible with the surrounding area. The subject site will be used for RV storage in conjunction with an existing mini-storage establishment. Since the site will be used for outdoor RV storage, the floor area ratio (FAR) maximum thresholds identified in the Comprehensive Plan are not applicable to this project.

4. The proposal is compatible with the neighboring area, land uses, and development patterns. The surrounding land use is General Commercial and Industrial. The proposed action will permit vehicle storage activities in an industrial/commercial area within the Wickham Road corridor and will maintain land use compatibility with the surrounding zoning districts and the development on adjacent parcels. The subject property is not adjacent to any residentially zoned properties. It is bordered on all four sides by land designated as commercial or industrial on the FLUM. In addition, a condition has been added by staff that states the discontinuation of use for outdoor RV storage for six consecutive months will result in the reversion of the zoning from M-1 to C-2. In

addition, failure to establish the outdoor RV storage use within one year will also result in the reversion of the zoning from M-1 to C-2.

5. The proposal is specifically consistent with Future Land Use Element Policy 1.5.6 of the Future Land Use Element, which states the allocation and distribution of new heavy commercial land use shall be determined based on the impact on existing and planned community services and utilities, especially on transportation and facilities, compatibility with and impact on other surrounding commercial activities; and compatibility with and impact on surrounding areas designated for residential use in the Future Land Use Map.

6. The proposal is compatible with the neighboring area, land uses, and development patterns. The proposed Industrial land use designation will permit a principal use of RV storage on the subject site. The proposed land use category is compatible with the character of the adjacent area. The property to the south is designated as Industrial land use.

7. The proposed amendment will not impact the environmental and natural areas of the City since all development activities will be in accordance with all current applicable environmental regulations and procedures, and will be reviewed through the submittal of an environmental impact analysis.

8. The proposed future land use designation is compatible to the existing Future Land Use City designations in effect for the neighboring area. Property designated as General Commercial is located to the north, east and west while Industrial designated property is located to the south. The nearest residentially designated property is located approximately 150 feet east of the subject site.

Findings for the Rezoning

1. The proposed M-1 zoning district can be considered on properties which are designated as Heavy Commercial on the Future Land Use Map. The proposed zoning is consistent with policies established in the Future Land Use Element of the City's Comprehensive Plan since the M-1 zoning district is intended to apply to an area located in close proximity to rail, air and major roadway facilities and which can serve general manufacturing, storage, distribution and other general industrial functions of the city, state and region. The site is adjacent to properties zoned for commercial and industrial uses. Rezoning this site to M-1 is consistent with the existing development patterns in the surrounding area. This property borders the northern edge of a large industrially zoned area that is located on both sides of Wickham Road.

2. The provisions of the M-1 zoning district are intended to minimize adverse influence of the industrial activities on nearby non-industrial areas and to eliminate unnecessary industrial traffic through non-industrial areas. The subject

site is located adjacent to an existing industrial area that extends southward for approximately 1,900 feet. The M-1 zoning district is permitted in the Heavy Commercial Land Use category.

3. The proposed zoning designation is consistent with policies established in the Future Land Use Element of the City's Comprehensive Plan. This proposal is consistent with the policies since it establishes a zoning district that is compatible with land use and development patterns in the neighboring area. The subject property is bordered by M-1 zoning on its southern side. General Commercial (C-2) zoning borders the subject site on its eastern, western, and northern sides. The subject property is not adjacent to any residentially zoned properties. Also, a condition has been added by staff the discontinuation of use for outdoor RV storage for six consecutive months will result in the reversion of zoning from M-1 to C-2. In addition, failure to establish the outdoor RV storage use within one year will also result in the reversion of the zoning from M-1 to C-2.

4. The proposal is consistent with policies established in the Future Land Use Element of the City's Comprehensive Plan. The rezoning request is consistent with these policies since it establishes a zoning district that is compatible with the land uses located within the Lansing Street/Electronics Drive area.

5. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. The maximum densities/intensities for each category are identified in the Comprehensive Plan. The zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The proposed M-1 zoning is harmonious with the Heavy Commercial Future Land Use and permits a variety of industrial and commercial uses.

6. The proposal is specifically consistent with Policy 1.22.2 of the Future Land Use Element, which states zoning districts in the City's land development regulations shall implement the future land use categories adopted in the Comprehensive Plan, including the types of uses, and the densities and intensities of uses. The applicant is requesting M-1 zoning for a site with a Heavy Commercial land use designation and the subject site will be used for RV storage in conjunction with an existing mini-storage establishment. Traffic impacts will be minor due to the proposed use of the subject property.

7. The proposed M-1 zoning district is compatible with surrounding properties, land uses, and the developed character of the area. The subject property is bordered by properties zoned primarily for commercial and industrial uses. The M-1 district

will allow for both industrial and commercial uses on the subject property. The applicant is proposing RV storage on the subject property.

Findings for the Site Plan

1. The requested Site Plan is consistent with the property's Heavy Commercial Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. The maximum densities/intensities for each category are identified in the Comprehensive Plan. The zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The proposed M-1 zoning for the subject property permits the RV outdoor storage use. The applicant has submitted a site plan that meets City Code requirements.

2. The site is designated as Heavy Commercial on the Future Land Use Map. The zoning for the property is M-1, which permits the consideration of the outdoor storage of RVs. The M-1 zoning district is intended to apply to an area located in close proximity to rail, air or major roadway facilities and which can serve intensive commercial uses and light manufacturing, warehousing, distribution, wholesaling and other industrial functions of the City and the region. The applicant has submitted a code compliant site plan for outdoor storage of RVs as a second phase of the mini-storage facility. The site has access to I-95 via Wickham Road and Eau Gallie Boulevard.

3. The applicant has submitted a site plan that complies with City Code and the proposed lot coverage, building setbacks, off-street parking requirements, retention and landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land Development Code. The proposed outdoor RV storage will be screened with a minimum 6-foot-tall opaque fence; therefore, it will not change the general character of the Wickham Road/Lansing Street area.

4. The proposed Site Plan is compatible with surrounding uses and to other industrial/commercial uses permitted in the area. The applicant is proposing the development of an outdoor RV storage accessory to the mini-storage facility. The property site is located in an established commercial and industrial area along Wickham Road. The subject property is not adjacent to the Lansing Ridge Subdivision. The project will be required to meet the landscaping requirements of Appendix D, Chapter 9, Article XV during construction plan review, including a 6-foot-tall opaque fence along the south, east and west property lines.

5. The proposal is specifically consistent with Goal 1 of the Future Land Use Element. The purpose stated in this Goal is to meet the needs of population growth through public and private development and redevelopment, and through the appropriate distribution, location, and extent of land use, consistent with adequate levels of service, efficient use of facilities, and protection of natural resources and environmental lands. The proposal is accessory to the existing mini-storage facility and is consistent with development patterns to the north, west, and south along Wickham Road.

6. Adequate transportation facilities are in place to serve the subject property. The site has access to an arterial roadway (Wickham Road). The average annual daily traffic count in this area is 35,080 vehicles per day (2024) on Wickham Road.

7. The proposal will support the public health, safety, welfare, economic order, and quality of life of the community as it will allow for the establishment of a use that will not create excessive noise, fumes, dirt, or dust, and will not damage area properties or be detrimental to the environment. Traffic impacts will be minimal due to the proposed use of the subject property.

8. The applicant shall demonstrate, prior to construction plan approval, the financial and technical capacity to complete any improvements and the mitigation necessitated by the development as proposed, and has made adequate legal provision to guarantee the provision of such improvements and mitigation.

9. The proposed project has been evaluated for water and sewer capacity being available for the proposed project. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Adequate sanitary sewer is also available from the City.

10. The proposed project has been evaluated for consistency with the City's mobility standards. Transportation Element Objective 3.1 states that the City of Melbourne shall support mobility within six mobility districts throughout the City with strategies that address alternative modes of transportation by providing context-appropriate sidewalks, bikeways, transit facilities, parking management and improvements that will contribute to specific and identified mobility needs within the City. The subject site is located within Mobility District E. The applicant will be responsible for providing three (3) mobility improvements or making a payment in lieu of constructing the improvements.

Comprehensive Plan Amendment Condition:

a. The future land use shall be in conformance with the formal site plan (PLAN2024-0019) and associated conditions.

Zoning Amendment Conditions:

a. The zoning shall be in conformance with the formal site plan (PLAN2024-0019) and associated conditions; and

b. The discontinuation of use for outdoor RV storage for six consecutive months will result in the reversion of the zoning. Failure to establish the outdoor RV storage use within one year will also result in the reversion of the zoning.

Site Plan Conditions:

a. Changes to the Site Plan will require re-evaluation by the City Engineering Department and Community Development Department.

   Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and the Planning and Zoning Board, Local Planning Agency.

b. A Unity of Title will be required for the outdoor RV storage area, as an accessory use to the existing mini-storage facility. The Unity of Title shall be prepared in form and substance acceptable to the City Attorney's Office and recorded prior to Engineering Construction Plan approval.

c. The discontinuation of use for outdoor RV storage for six consecutive months will result in the reversion of the zoning. Failure to establish the outdoor RV storage use within one year will also result in the reversion of the zoning.

d. Except for the access gates, the RV outdoor storage area shall be effectively screened with a minimum 6-foot-tall opaque fence on the south, east and west sides of Lot 4.

e. Appropriate environmental permits must be obtained as part of the engineering construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.

f. The stormwater design shall meet the requirements of Chapter 50 and the City of Melbourne "Technical Provisions for the Construction of Streets, Paving, and Drainage Systems" during construction plan review.

Respectively Submitted,

for _____
Yvonne Minus, Chair,

Planning and Zoning Board

LANSING RV STORAGE
LOCATION MAP
MAP2024-0013 | MAP2024-0012 | PLAN2024-0019



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

480 0 480 Feet

1 inch = 500 feet

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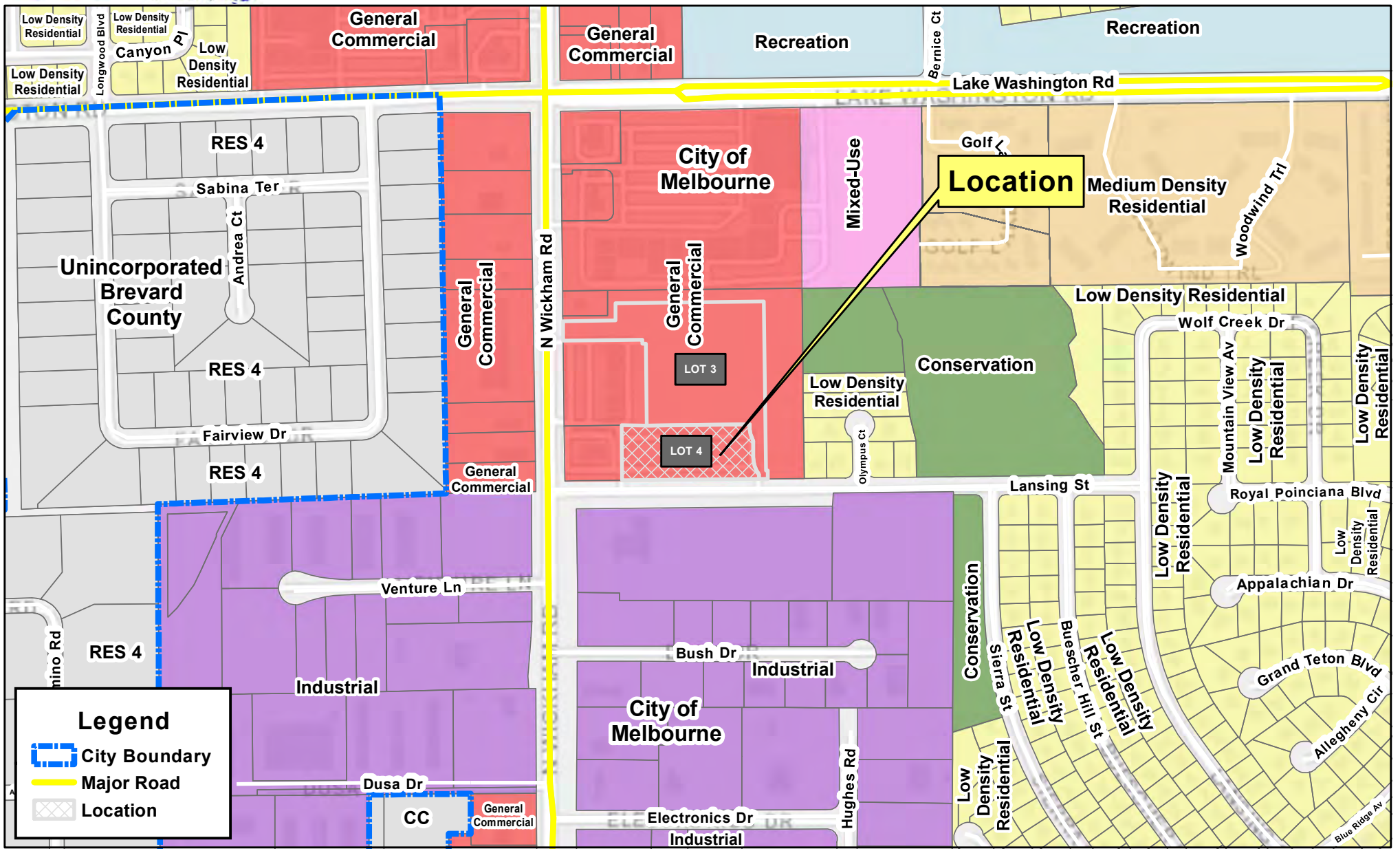
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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 2:27:05 PM
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Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\LANSING RV LOCATION MAP.mxd

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LANSING RV STORAGE
FUTURE LAND USE MAP
MAP2024-0013 | MAP2024-0012 | PLAN2024-0019

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

480 0 480 Feet
1 inch = 500 feet



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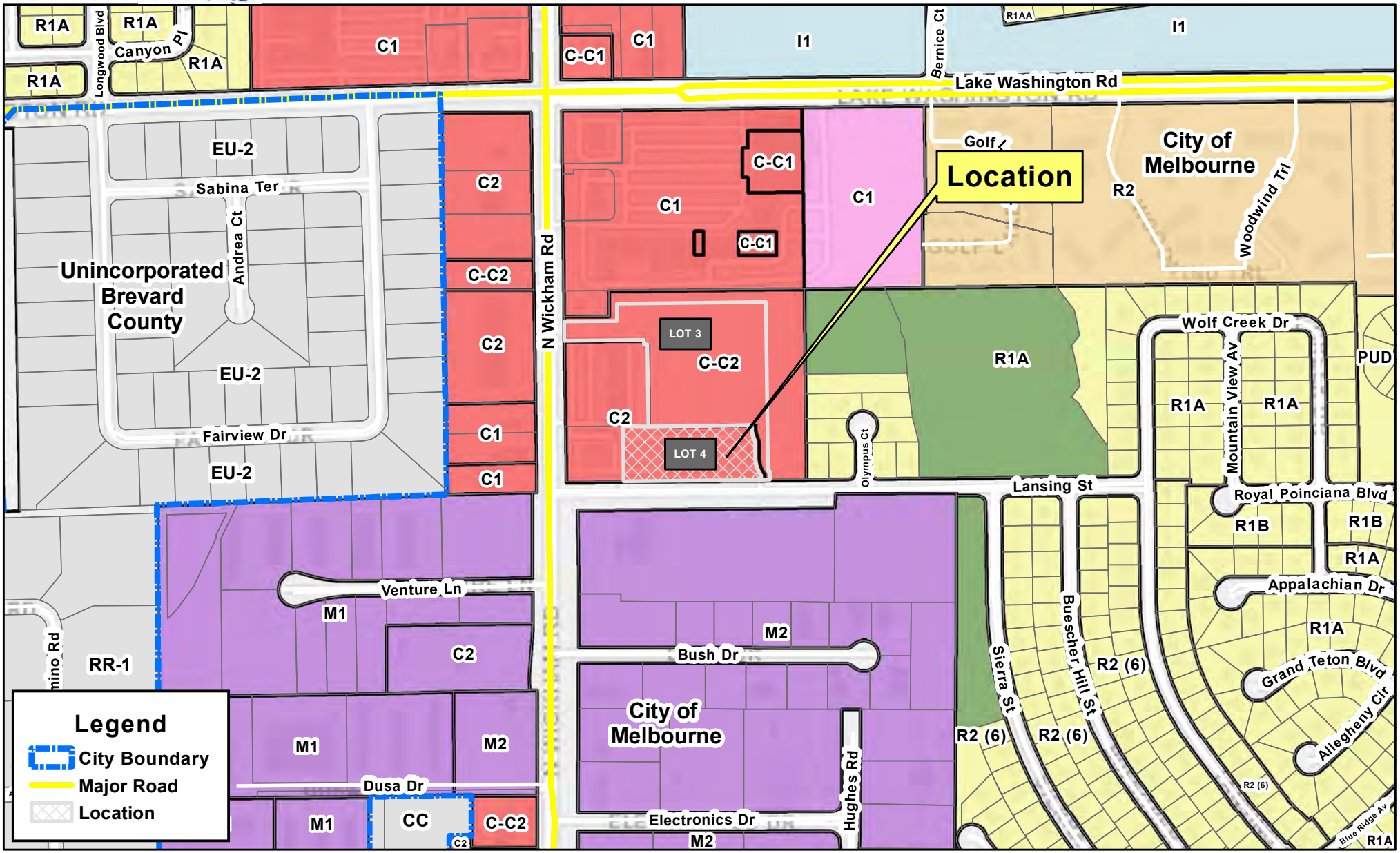
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Author: Olivia Bachtold
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GIS Portal: https://maps.mlbfl.org/arcgis
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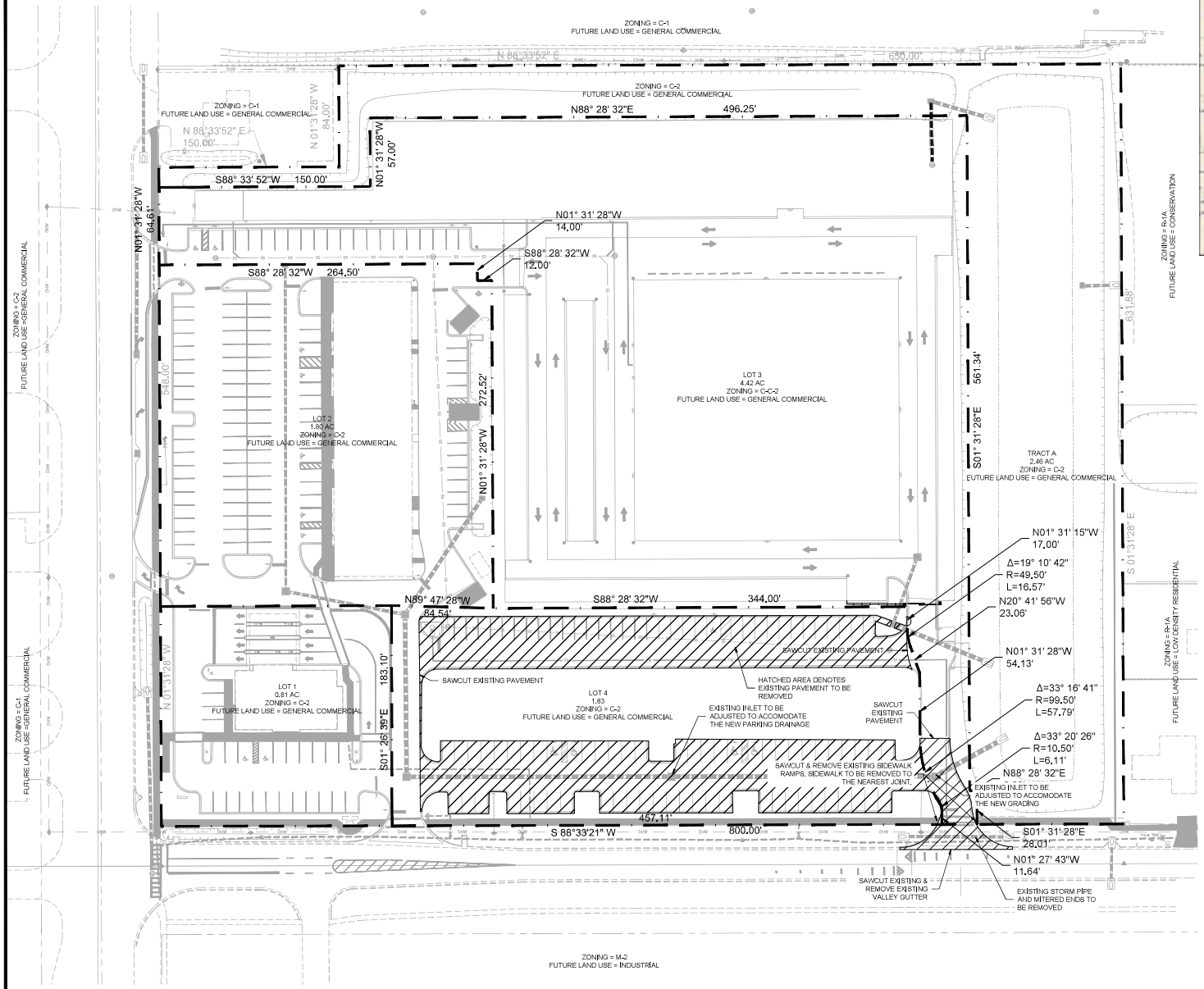
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1 inch = 500 feet

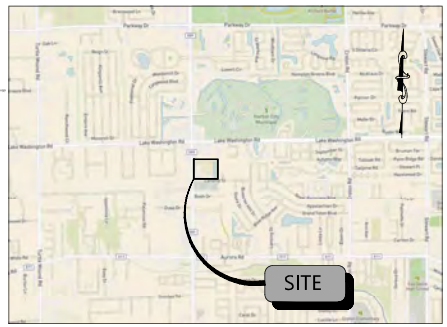


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Title: LANSING RV STORAGE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 2:19:08 PM
Document Name: LANSING RV Z MAP
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\LANSING RV Z MAP.mxd

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





VICINITY MAP
N.T.S.

TOTAL PROJECT AREA

SCALE: 1"=40'

DEMO NOTES:

1. ALL WATER SERVICES ONSITE SHALL BE CAPPED/PLUGGED AT THE MAIN.
2. ALL SEWER LATERALS SHALL BE CAPPED.
3. ALL EXISTING STORM STRUCTURES WITHIN THE PARKING SHALL REMAIN AND BE ADJUSTED TO THE NEW GRADES.

NO.	BY	DATE	REVISION
1	ASD	11/7/24	Melbourne comments 8/30/24

ARCHANGEL
ENGINEERING & CONSTRUCTION, INC.
RELENTLESS COMMITMENT TO EXCELLENCE
CGC1514499 | EB34499
485 Gus Hipp Blvd, Rockledge, FL 32955
Office: 321.704.8282 Fax: 321.704.8281
WWW.ARCHANGELCG.COM

LANSING SQUARE RV STORAGE
MELBOURNE, FLORIDA

DEMOLITION PLAN

DATE: 10/30/2025
SCALE: 1"=40'
DESIGNED BY: TO
CHECKED BY: A. OWEN
PROJECT NO.:

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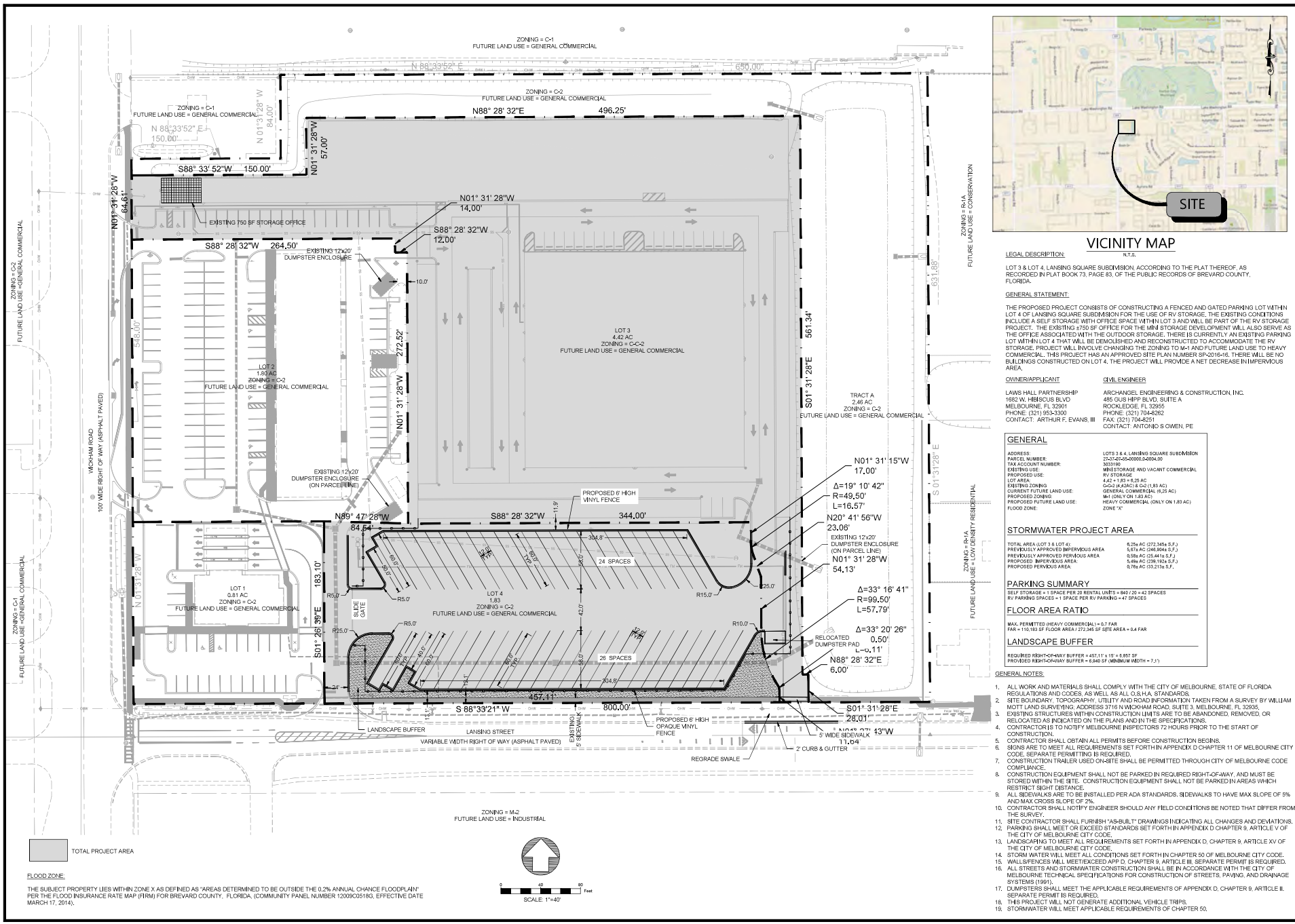
ENGINEER OF RECORD

Antonio S Owen
Digitally signed by Antonio S Owen
Date: 2025.10.30 18:22:38 -04'00'

ANTONIO S. OWEN, P.E.
LICENSE NO. 66362

DRAWING NO.
C1

SHEET 1 OF 1



VICINITY MAP

N.T.S.

LEGAL DESCRIPTION:

LOT 3 & LOT 4, LANSING SQUARE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 83, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

GENERAL STATEMENT:

THE PROPOSED PROJECT CONSISTS OF CONSTRUCTING A FENCED AND GATED PARKING LOT WITHIN LOT 4 OF LANSING SQUARE SUBDIVISION FOR THE USE OF RV STORAGE. THE EXISTING CONDITIONS INCLUDE A SELF STORAGE WITH OFFICE SPACE WITHIN LOT 3 AND WILL BE PART OF THE RV STORAGE PROJECT. THE EXISTING ±750 SF OFFICE FOR THE MINI STORAGE DEVELOPMENT WILL ALSO SERVE AS THE OFFICE ASSOCIATED WITH THE OUTDOOR STORAGE. THERE IS CURRENTLY AN EXISTING PARKING LOT WITHIN LOT 4 THAT WILL BE DEMOLISHED AND RECONSTRUCTED TO ACCOMMODATE THE RV STORAGE. PROJECT WILL INVOLVE CHANGING THE ZONING TO M-1 AND FUTURE LAND USE TO HEAVY COMMERCIAL. THIS PROJECT HAS AN APPROVED SITE PLAN NUMBER SP-2016-16. THERE WILL BE NO BUILDINGS CONSTRUCTED ON LOT 4. THE PROJECT WILL PROVIDE A NET DECREASE IN IMPERVIOUS AREA.

OWNER/APPLICANT

LAWS HALL PARTNERSHIP
1682 W. HIBISCUS BLVD
MELBOURNE, FL 32901
PHONE: (321) 953-3300
CONTACT: ARTHUR F. EVANS, III

CIVIL ENGINEER

ARCHANGEL ENGINEERING & CONSTRUCTION, INC.
485 GUS HIPP BLVD, SUITE A
ROCKLEDGE, FL 32955
PHONE: (321) 704-8262
FAX: (321) 704-8251
CONTACT: ANTONIO S OWEN, PE

GENERAL

ADDRESS:	LOTS 3 & 4, LANSING SQUARE SUBDIVISION
PARCEL NUMBER:	27-37-07-05-00000.0-0004.00
TAX ACCOUNT NUMBER:	3033190
EXISTING USE:	MINI STORAGE AND VACANT COMMERCIAL
PROPOSED USE:	RV STORAGE
LOT AREA:	4.42 + 1.83 = 6.25 AC
EXISTING ZONING:	C-C-2 (4.42AC) & C-2 (1.83 AC)
CURRENT FUTURE LAND USE:	GENERAL COMMERCIAL (6.25 AC)
PROPOSED ZONING:	M-1 (ONLY ON 1.83 AC)
PROPOSED FUTURE LAND USE:	HEAVY COMMERCIAL (ONLY ON 1.83 AC)
FLOOD ZONE:	ZONE "X"

STORMWATER PROJECT AREA

TOTAL AREA (LOT 3 & LOT 4):	6.25± AC (272,345± S.F.)
PREVIOUSLY APPROVED IMPERVIOUS AREA	5.67± AC (246,904± S.F.)
PREVIOUSLY APPROVED PERVIOUS AREA	0.58± AC (25,441± S.F.)
PROPOSED IMPERVIOUS AREA:	5.49± AC (239,192± S.F.)
PROPOSED PERVIOUS AREA:	0.76± AC (33,213± S.F.

PARKING SUMMARY

SELF STORAGE = 1 SPACE PER 20 RENTAL UNITS = 840 / 20 = 42 SPACES
RV PARKING SPACES = 1 SPACE PER RV PARKING = 47 SPACES

FLOOR AREA RATIO

MAX. PERMITTED (HEAVY COMMERCIAL) = 0.7 FAR
FAR = 110,183 SF FLOOR AREA / 272,345 SF SITE AREA = 0.4 FAR

LANDSCAPE BUFFER

REQUIRED RIGHT-OF-WAY BUFFER = 457.11'x 15' = 6,857 SF
PROVIDED RIGHT-OF-WAY BUFFER = 6,940 SF (MINIMUM WIDTH = 7.1')

GENERAL NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF MELBOURNE, STATE OF FLORIDA REGULATIONS AND CODES, AS WELL AS ALL O.S.H.A. STANDARDS.
2. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY WILLIAM MOTT LAND SURVEYING, ADDRESS 3716 N WICKHAM ROAD, SUITE 3, MELBOURNE, FL 32935.
3. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED AS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS.
4. CONTRACTOR IS TO NOTIFY MELBOURNE INSPECTORS 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
5. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.
6. SIGNS ARE TO MEET ALL REQUIREMENTS SET FORTH IN APPENDIX D CHAPTER 11 OF MELBOURNE CITY CODE. SEPARATE PERMITTING IS REQUIRED.
7. CONSTRUCTION TRAILER USED ON-SITE SHALL BE PERMITTED THROUGH CITY OF MELBOURNE CODE COMPLIANCE.
8. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN REQUIRED RIGHT-OF-WAY, AND MUST BE STORED WITHIN THE SITE. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN AREAS WHICH RESTRICT SIGHT DISTANCE.
9. ALL SIDEWALKS ARE TO BE INSTALLED PER ADA STANDARDS. SIDEWALKS TO HAVE MAX SLOPE OF 5% AND MAX CROSS SLOPE OF 2%.
10. CONTRACTOR SHALL NOTIFY ENGINEER SHOULD ANY FIELD CONDITIONS BE NOTED THAT DIFFER FROM THE SURVEY.
11. SITE CONTRACTOR SHALL FURNISH "AS-BUILT" DRAWINGS INDICATING ALL CHANGES AND DEVIATIONS.
12. PARKING SHALL MEET OR EXCEED STANDARDS SET FORTH IN APPENDIX D CHAPTER 9, ARTICLE V OF THE CITY OF MELBOURNE CITY CODE.
13. LANDSCAPING TO MEET ALL REQUIREMENTS SET FORTH IN APPENDIX D, CHAPTER 9, ARTICLE XV OF THE CITY OF MELBOURNE CITY CODE.
14. STORM WATER WILL MEET ALL CONDITIONS SET FORTH IN CHAPTER 50 OF MELBOURNE CITY CODE.
15. WALLS/FENCES WILL MEET/EXCEED APP D, CHAPTER 9, ARTICLE III. SEPARATE PERMIT IS REQUIRED.
16. ALL STREETS AND STORMWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MELBOURNE TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF STREETS, PAVING, AND DRAINAGE SYSTEMS (1991).
17. DUMPSTERS SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II. SEPARATE PERMIT IS REQUIRED.
18. THIS PROJECT WILL NOT GENERATE ADDITIONAL VEHICLE TRIPS.
19. STORMWATER WILL MEET APPLICABLE REQUIREMENTS OF CHAPTER 50.

FLOOD ZONE:

THE SUBJECT PROPERTY LIES WITHIN ZONE X AS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" PER THE FLOOD INSURANCE RATE MAP (FIRM) FOR BREVARD COUNTY, FLORIDA, (COMMUNITY PANEL NUMBER 12009C0518G, EFFECTIVE DATE MARCH 17, 2014).

NO.	BY	DATE	REVISION
1	ASO	11/7/24	Melbourne comments 8/30/24

ARCHANGEL
ENGINEERING & CONSTRUCTION, INC.
RELENTLESS COMMITMENT TO EXCELLENCE
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Office: 321.704.8262 Fax: 321.704.8251
WWW.ARCHANGELCEI.COM

LANSING SQUARE RV STORAGE

MELBOURNE, FLORIDA

SITE PLAN

DATE: 10/30/2025
SCALE: 1"=40'
DESIGNED BY: TO
CHECKED BY: A. OWEN
PROJECT NO.:

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ENGINEER OF RECORD

ANTONIO S. OWEN, P.E.
LICENSE NO. 66362

DRAWING NO.: C2

SHEET 1 OF 1

ORDINANCE NO. 2025-53

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; MAKING FINDINGS; AMENDING APPENDIX D, CHAPTER 4, SECTION 4.04 OF THE CITY CODE; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM GENERAL COMMERCIAL TO HEAVY COMMERCIAL ON A 1.83±-ACRE PORTION (LOT 4) OF AN OVERALL 6.25±-ACRE PROPERTY (LOTS 3 AND 4) OF THE LANSING SQUARE COMMERCIAL SUBDIVISION, LOCATED ON THE NORTH SIDE OF LANSING STREET, EAST OF NORTH WICKHAM ROAD AND SOUTH OF LAKE WASHINGTON ROAD; PROVIDING FOR A CONDITION OF APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2024-0013)

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

WHEREAS, the City Council offered an opportunity for the public to comment by holding public hearings on November 25 and December 9, 2025, with regard to the proposed amendment to the Comprehensive Plan; and

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

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

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

Sec. 4.04. Adoption of comprehensive plan.

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

March 24, 2020; Ordinance No. 2020-39, adopted August 11, 2020; Ordinance No. 2021-15, adopted March 23, 2021; Ordinance No. 2021-24 and Ordinance No. 2021-27, adopted July 13, 2021; Ordinance No. 2021-33, adopted July 27, 2021; Ordinance No. 2021-46, adopted October 26, 2021; Ordinance No. 2022-03, adopted February 8, 2022; Ordinance No. 2022-10 and Ordinance No. 2022-13, adopted April 12, 2022; Ordinance No. 2022-14, adopted April 26, 2022; Ordinance No. 2022-19 and Ordinance No. 2022-22, adopted May 24, 2022; Ordinance No. 2022-36, adopted August 23, 2022; Ordinance No. 2022-39, adopted September 13, 2022; Ordinance No. 2022-44, adopted October 25, 2022; Ordinance No. 2022-50 and Ordinance No. 2022-53, adopted November 22, 2022; Ordinance No. 2023-01, adopted January 24, 2023; Ordinance No. 2023-09, adopted March 28, 2023; Ordinance No. 2023-12, adopted April 11, 2023; Ordinance No. 2023-20, adopted June 13, 2023; Ordinance No. 2023-31, adopted October 24, 2023; Ordinance No. 2024-02 and Ordinance No. 2024-05, adopted January 23, 2024; Ordinance No. 2024-14 and Ordinance No. 2024-16, adopted March 26, 2024; Ordinance No. 2024-25, adopted May 28, 2024; Ordinance No. 2024-35, adopted June 11, 2024; Ordinance No. 2024-41, adopted August 13, 2024; Ordinance No. 2024-50, adopted September 11, 2024; Ordinance No. 2024-54, adopted September 25, 2024; Ordinance No. 2024-58, adopted October 8, 2024; Ordinance No. 2024-62 and Ordinance No. 2024-65, adopted October 22, 2024; Ordinance No. 2025-02, adopted January 28, 2025; Ordinance No. 2025-11, adopted March 11, 2025; Ordinance No. 2025-14, adopted March 25, 2025; Ordinance No. 2025-20 and Ordinance No. 2025-21, adopted April 22, 2025; Ordinance No. 2025-25, adopted June 10, 2025; Ordinance No. 2025-32, adopted July 22, 2025; Ordinance No. 2025-43, adopted September 24, 2025; ~~and~~ Ordinance No. 2025-47, adopted October 14, 2025; and Ordinance No. 2025-53, adopted December 9, 2025.

SECTION 2. That the attached Exhibit A is incorporated herein by this reference and is hereby adopted as an amendment to the official Comprehensive Plan for the City. Amendment MAP2024-0013 consists of an amendment to the Future Land Use Map to change the Future Land Use Map designation from General Commercial to Heavy Commercial on a 1.83±-acre portion (Lot 4) of an overall 6.25±-acre property (Lots 3 and 4) of the Lansing Square Commercial Subdivision, located on the north side of Lansing Street, east of North Wickham Road and south of Lake Washington Road.

SECTION 3. That this ordinance is approved subject to the following condition: the Future Land Use shall be in conformance with the formal site plan (PLAN2024-0019) and associated conditions.

SECTION 4. Severability Clause. That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are

severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 5. That this ordinance shall become effective as provided by general law.

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025 and adopted on second/final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

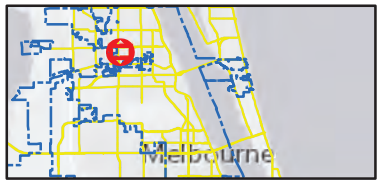
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2025-53

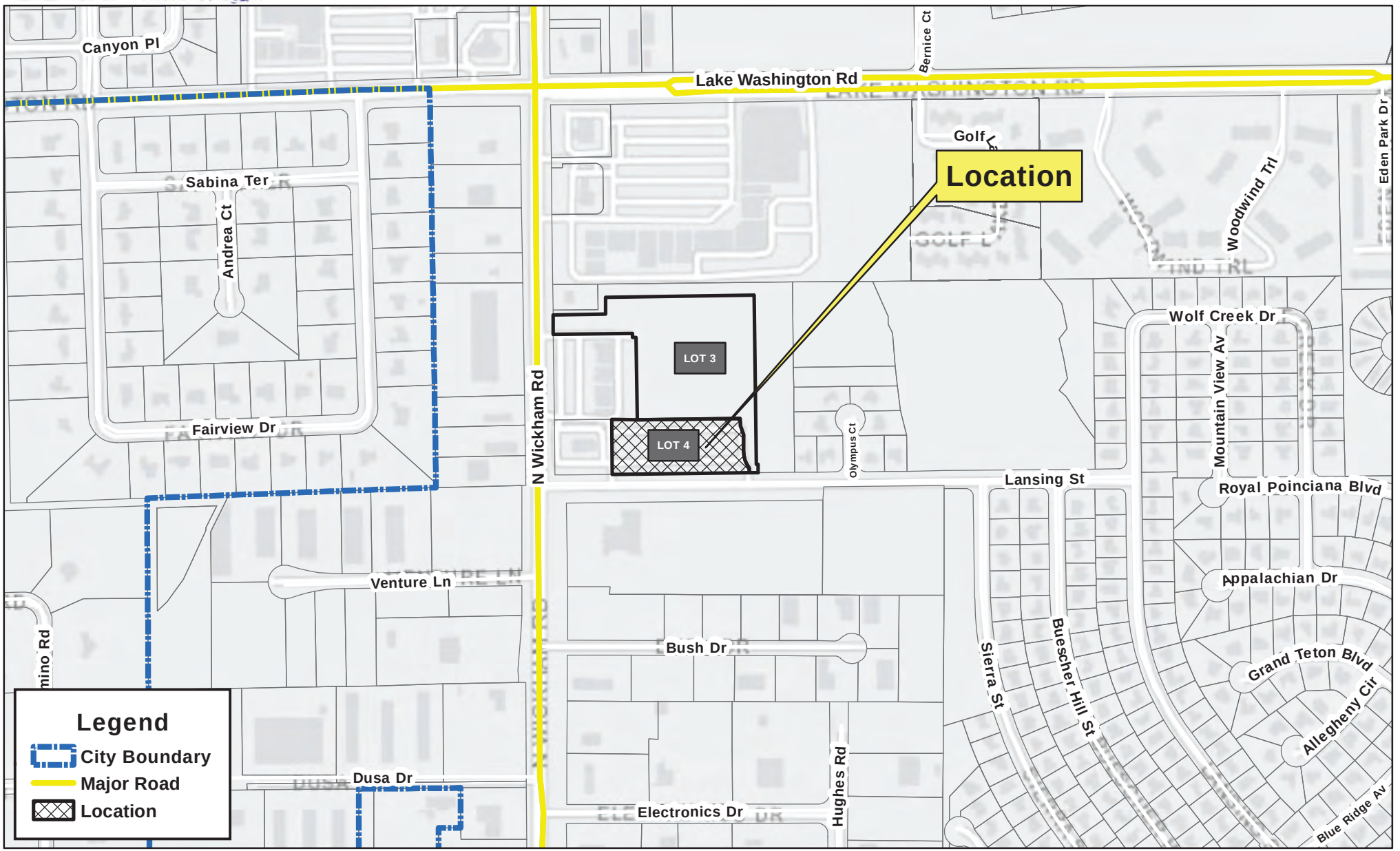
LANSING RV STORAGE
LOCATION MAP
MAP2024-0013



N

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

480 0 480
Feet
1 inch = 500 feet



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Title: LANSING RV STORAGE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 2:27:05 PM
Document Name: LANSING RV LOCATION MAP
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\LANSING RV LOCATION MAP.mxd

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Fax: (321) 608.7719
Email: GIS@mlbfl.org

ORDINANCE NO. 2025-54

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY CHANGING THE EXISTING ZONING FROM C-2 (GENERAL COMMERCIAL) TO M-1 (LIGHT INDUSTRIAL) ON A 1.83±-ACRE PORTION (LOT 4) OF AN OVERALL 6.25±-ACRE PROPERTY (LOTS 3 AND 4) OF THE LANSING SQUARE COMMERCIAL SUBDIVISION, LOCATED ON THE NORTH SIDE OF LANSING STREET, EAST OF NORTH WICKHAM ROAD AND SOUTH OF LAKE WASHINGTON ROAD; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2024-0012)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by changing the existing zoning from C-2 (General Commercial) to M-1 (Light Industrial) on a 1.83±-acre portion (Lot 4) of an overall 6.25±-acre property (Lots 3 and 4) of the Lansing Square Commercial Subdivision, located on the north side of Lansing Street, east of North Wickham Road and south of Lake Washington Road. The property is described as:

LOT 4 LANSING SQUARE SUBDIVISION, PB 73, PG 83.

SECTION 2. That this ordinance is approved subject to the following conditions:

a. The zoning shall be in conformance with the formal site plan (PLAN2024-0019) and associated conditions.

b. Reversion of Future Land Use and Zoning. The discontinuation of use for outdoor RV storage for six consecutive months will result in the reversion of the Future Land Use and Zoning. Failure to establish the outdoor RV storage use within one year will also result in the reversion of the Future Land Use and Zoning.

SECTION 3. That this amendment shall not become effective until it has been recorded on the Official Zoning Map of the City of Melbourne and shall become effective immediately after

City of Melbourne Ordinance No. 2025-53 becomes effective (the ordinance that establishes the Future Land Use).

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 the final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-54

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	3
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.14.

Subject:
Ordinance No. 2025-55, Conditional Use Request (CU2025-0007), Redtail Four Brewery & Pizzeria

Background/Consideration:
This is the first reading of an ordinance granting a conditional use to allow a microbrewery use in conjunction with a second conditional use to allow for the consumption of alcohol (beer and wine) on premises in conjunction with a proposed pizzeria restaurant on a 1.0±-acre developed property zoned C-2 (General Commercial District) located on the west side of South Harbor City Boulevard, the east side of Irwin Street and south of Powell Avenue. The property is located within City Council District 3, the Melbourne Downtown Community Redevelopment Area (CRA), and the Central Business Overlay Zone (CB-OZ). The parcel ID is 28-37-11-12-K2-1.

The applicant plans to clear the 1.0±-acre site, including the demolition of all structures (totaling 12,423± square feet), and construct a 7,650±-square foot restaurant building, which will require staff level approval of engineering construction plans and building permits. The site is currently blighted and under code enforcement action. The proposed use of the property is for a locally-owned and operated pizza restaurant and craft brewery, offering brick oven pizza, on-site brewed beer, and curated wine selections. The establishment will be open from 11:00 am – 10:00 pm. Sunday through Wednesday; 11:00 am – 12:00 am Thursday through Saturday, and any change to these hours will require reconsideration of the conditional use. The applicant will provide security on-site during the weekends and during events.

The project will feature a 4,950±-square foot interior area with a full kitchen and brewery area, containing a 98-seat, indoor dining area. Additional seating will be provided in two outdoor, covered patio spaces with a total of 84 seats. According to the applicant, the request is for a family-oriented restaurant and small-batch brewery with live entertainment indoors only on select nights.

Within a 500-foot radius of the subject property, there are a mixture of highway commercial uses, such as vehicle service (tires, body shops, etc.), offices, retail, a funeral home, private club (American Legion), a roofing company, and a barber shop. The nearest residential use to the west is located approximately 333 feet northwest of the subject site, across the FEC Railway on the west side of Main Street. The nearest residential use to the east is located approximately 420±-feet from the subject site, across the South Harbor City Boulevard right-of-way on Powell Avenue.

Staff has added multiple conditions to the ordinance to ensure that the on-premises consumption of

alcoholic beverages (beer and wine) will not affect the surrounding area. These conditions include but are not limited to: a maximum occupancy of 200 persons; consumption of alcohol will be entirely within the interior of the building or covered outdoor patio areas; and two or more violations of the City's noise regulations or occupancy is a breach of the conditional use.

At the November 6, 2025 meeting, following review and discussion, the Planning and Zoning Board members were divided in their consideration of the motion, based upon staff's recommendation. The motion to consider approval (staff's recommendation) resulted in a 2-2 vote. The Planning and Zoning Board failed to achieve a majority vote for approval of the Conditional Use and no further motions were made by the board.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-55, based on the findings and conditions contained in the staff memorandum.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Cheryl A. Dean, AICP, Planning Manager

Re: **Conditional Use Request (CU2025-0007): 2808 South Harbor City Boulevard – Redtail Four Brewery & Pizzeria**

Date: November 13, 2025

Owner/Applicant/Representative

- Owner: Wid T. Bell
- Applicant/Representative: Chelsea Woodard

Proposed Actions

- **Conditional Use** to allow a microbrewery use in C-2 (General Commercial District) zoning; and
- **Conditional Use** to allow for the consumption of alcohol (beer and wine) on premises in a proposed microbrewery and pizzeria on a 1.0±-acre property.

Location

The property is located on the west side of South Harbor City Boulevard, south of Powell Avenue, and north of University Boulevard in Township 28, Range 37, Section 11 (2808 South Harbor City Boulevard). The subject property is located in Council District 3, the Downtown Melbourne CRA and the CB-OZ.

History

The property includes Lots 1, 2, 3, 4, 5 & 6, Block K2 (minus right-of-way for South Harbor City Boulevard), of Riverview Heights Subdivision (PB 3, PG 58), recorded in 1924. A 12,423± square foot commercial building was originally constructed in 1955.

The subject property has a Mixed Use Future Land Use Map designation.

Adjacent Property Information

Access:	South Harbor City Boulevard, along the east property line
Frontage:	Powell Avenue (50-foot-wide), along the north property line

Irwin Street (30-foot-wide), along the west property line

To the East: Across South Harbor City Boulevard, IM Solutions (office), vacant, developed commercial property
Zoning: C-2
Land Use: Mixed Use

To the North: Across Powell Avenue, Glenn's Tire & Service (vehicle service)
Zoning: C-2
Land Use: Mixed Use

To the West: FEC Railway (right-of-way); and land owned by FEC Railway
Zoning: M-1
Land Use: Industrial

To the South: Vacant developed commercial property
Zoning: C-2
Land Use: Mixed Use

Issues and Considerations

The applicant is proposing to demolish the existing building/site and redevelop the property with a new, single-story, 7,650±-square foot building for a pizzeria and microbrewery. The on-premise consumption of alcohol (beer and wine), when not in conjunction with a restaurant, requires conditional use approval in the C-2 zoning district. The Conditional Use standards are located in Appendix B, Article IX, Section 5. Additional stipulations for the sale and consumption of alcohol on premises are presented in Appendix B, Article VI, Section 2(Q).

- Restaurant: Per City Code, a business is a "restaurant" if the sale of food and non-alcoholic beverages constitutes at least 51 percent of the gross revenue of the establishment.
- Brewpub: A restaurant that prepares handcrafted natural beer as an accessory use intended for consumption on the premises.
- Bar/Tavern: A business is considered a "bar/tavern" if it sells more alcoholic drinks than food and non-alcoholic beverages.
- *Micro-brewery:* The establishment will be classified as a micro-brewery. A facility that produces and/or vends malt beverages or wines of low alcoholic content as regulated by F.S. chs. 561 and 563, for wholesale distribution, with a production capacity of not more than 15,000 barrels (465,000 gallons) per year.

Details of the Proposed Business

The proposed use of the property is for a locally owned and operated craft brewery and restaurant offering on-site brewed beer, curated wine selections, and brick oven pizza. The applicant's business plan indicates the hours of operation will be Sunday through Wednesday from 11:00 am – 10:00 pm and Thursday through Saturday from 11:00 am – 12:00 am. The project will feature: a modern brewery facility; a full commercial kitchen and indoor dining area with 98 seats; indoor live music entertainment on select nights;

two outdoor covered patio spaces with a total of 84 seats; including ADA-compliant access and site improvements. The floorplan shows a 4,950±-square foot interior area with a full kitchen, brewery area, and dining/seating, with a 1,350±-square-foot covered patio seating area on each side of the building.

Surrounding Area

The conditional use standards require a determination that the conditional use will not be harmful to the neighborhood or otherwise detrimental to the public welfare, and are in harmony with the general purpose of the zoning ordinance. The character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such buildings, and traffic conditions in the vicinity are all factors that shall be taken into account.

The subject site is located along the west side of South Harbor City Boulevard in the Downtown Melbourne CRA, south of Crane Creek. Within a 500-foot radius of the subject property, there are a mixture of highway commercial uses, such as vehicle service (tires, body shops, etc.), offices, retail, a funeral home, private club (American Legion) a roofing company and a barber shop. The nearest residential use to the west is located approximately 333 feet northwest of the subject site, across the FEC Railway on the west side of Main Street. The nearest residential use to the east is located approximately 420±-feet from the subject site, across the South Harbor City Boulevard right-of-way on Powell Avenue.

Multiple conditions are proposed by staff to ensure that the on-premise consumption of alcoholic beverages will not affect the surrounding area. These conditions include:

- The consumption of alcohol shall be entirely within the building and covered patio areas;
- The discontinuation of use for consumption of alcoholic beverages on premises for six consecutive months will result in the expiration of the conditional use;
- The applicant must meet all applicable Florida Building Code requirements for the construction of the new building at 2808 South Harbor City Boulevard;
- Occupancy will be limited to 200 persons;
- Two or more violations of the City’s noise regulations is a breach of the conditional use and outdoor amplification of music will be prohibited;
- The owner/applicant shall be required to submit an Engineering Construction Plan (ENGR) and substantially comply with the attached building permit/floorplan; and
- The applicant will provide a security team on Friday and Saturday nights as well as for special events.

JPA Review Comments

The project is not located within the Joint Planning Agreement review area.

Mobility/Concurrency

The subject property is located in Mobility District B (Redevelopment/US 1 Corridor area). This site is the location of a commercial building that will be demolished for redevelopment of the site with all utilities currently existing and available to the applicant. Transportation

impacts will be determined once the applicant submits an Engineering Construction Plan. In the City's CRAs, the number of mobility improvements to be provided will be based upon the difference in trip generation between the new and existing use (the number of trips generated by the new use minus the number of trips generated by the existing use). If the calculation demonstrates the new use results in less trip generation than the existing use, then zero mobility improvements will be required irrespective of any increase in GFA. Also, since the proposal involves a commercial use, educational impact fees are not applicable to this request.

Site Summary

- This is a previously developed site and therefore was not required to submit an environmental report.
- A site plan is not required for this project since the proposed building is smaller in square footage than the existing building/development. The proposed structure will be required to submit an Engineering Construction Plan (ENGR) and meet all Florida Building Code requirements.
- This business is located within a CRA and is therefore exempt from the distance requirements from churches and schools.
- Since the property lies within the Downtown Melbourne CRA, the Historic and Architectural Review Board (HARB) must approve any exterior features, including painting, awnings, and signs.
- The proposed Conditional Use will comply with the City's Future Land Use Map and Comprehensive Plan policies.
- This business is not located within five hundred (500) feet of an adult entertainment establishment as defined in Chapter 4 of the Melbourne City Code, or the adult entertainment district as described in Appendix B, Article VI, Section 2(A)(3).

Planning & Zoning Board Action

At the November 6, 2025 meeting, following review and discussion, the Planning and Zoning Board members were divided in their consideration of the motion, based upon staff's recommendation. The motion to consider approval (staff's recommendation) resulted in a 2-2 vote. The Planning and Zoning Board failed to achieve a majority vote for approval of the Conditional Use and no further motions were made by the board.

City Staff Findings for Conditional Use

1. The requested Conditional Use to allow the sale and consumption of alcoholic beverages with a microbrewery on premises in a C-2 zoning district is consistent with the area's Mixed Use Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.
2. The maximum densities/intensities for each category are identified in the

Comprehensive Plan. The zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The subject site is located on an urban property that is zoned C-2. A 7,650 ± square foot, single-story building is proposed for construction at this location in the urban heart of the Downtown Melbourne CRA.

3. The site is designated as Mixed Use on the Future Land Use Map with C-2 zoning. The C-2 zoning district permits a variety of commercial uses and the consumption of alcoholic beverages on premises is a conditional use in this district. Approval of the Conditional Use for consumption of alcoholic beverages on premises is subject to specific use standards and conditions contained in Appendix B, Article VI, Section 2(Q) which ensure the proposal is consistent with City Code regulations. Staff has drafted multiple conditions that ensure the subject request is consistent with City Code requirements. These conditions address such matters as safety, security, noise, occupancy, and Historic and Architectural Review Board consideration.

4. The proposal is consistent with *Future Land Use Element Policy 1.19.1* which states the City shall continue to promote vitality and redevelopment of the community redevelopment areas it established pursuant to F.S. Ch. 163: the Historic Downtown Melbourne CRA and the Old Eau Gallie Riverfront CRA, as directed in the respective Community Redevelopment Plans. The proposal relates to the establishment of a new business in the Downtown Melbourne CRA.

5. *Future Land Use Element Policy 1.19.2* states the City shall coordinate redevelopment issues with the private sector to promote mobilization of public and private resources necessary to effectively carry out redevelopment efforts. The subject property is designated as Mixed Use on the City's Future Land Use Map and is located within the Downtown Melbourne Activity Center. The applicant will demolish a dilapidated building and is proposing to construct a new building on the subject site.

6. The proposed conditional use must meet the requirements of City Code, including the consumption of alcoholic beverages on premises use standards and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed project should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:

    a. The appearance and function of the neighborhood will not be significantly lessened due to the proposed Conditional Use since the subject site is located in an urban area and has previously been the location of a bar. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.

    b. The application does not impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.

c. The proposed project should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of the subject property, and all regular activity will be located within the existing building at 2808 South Harbor City Boulevard.

d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues and a condition has been added that the sale and consumption of alcoholic beverages shall be located completely inside the building and covered patio areas identified as 2808 South Harbor City Boulevard. In addition, the applicant will be required to implement safety for both patrons and the general public in the area bordering South Harbor City Boulevard (U.S. Highway 1).

7. Adequate transportation facilities are in place to serve the subject property. The site has direct access to South Harbor City Boulevard. The subject site is located in an urban commercial area. Traffic counts on South Harbor City Boulevard, average 35,810 vehicle trips per day (2024).

8. The proposed Conditional Use should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of the subject property. The requested Conditional Use is subject to Appendix B, Article IX, Section 5 of City Code and is subject to additional use standards found in Appendix B, Article VI, Section 2(Q) of City Code.

9. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the city since the site is located in a developed urban commercial area and the new construction will be located in the Downtown Melbourne CRA. In addition, staff has added a variety of conditions that ensure the proposed use meets all City Code requirements.

10. The applicant will demolish a deteriorated commercial building located on this site. The new commercial structure will provide all utility connections that are available for the site.

Recommendation

Based on the findings above, for the 1.0±-acre property, located on the west side of South Harbor City Boulevard, south of Powell Avenue, and north of University Boulevard (2808 South Harbor City Boulevard), the Community Development Department recommends:

Approval of CU2025-0007, conditional use approval to allow a microbrewery use in C-2 (General Commercial District) zoning; and to allow for the consumption of alcohol (beer and wine) on premises in a proposed microbrewery and pizzeria on a 1.0±-acre property, and including the following conditions:

a. **Sales and Consumption within Building**: The sale, service and consumption of alcohol (beer and wine) is to be located completely within the building or covered outdoor patio areas identified as 2808 South Harbor City Boulevard as depicted on

both the attached floorplan conceptual site plan exhibit and the alcohol license issued by the Division of Alcoholic Beverages and Tobacco.

b. **Chapter 6 Requirements**: The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

c. **Floorplan**: Once the construction plans and building permits are finalized, the owner/applicant shall comply with the approved floorplan at all times. No temporary seating may be added, and tables may not be moved except as directed by staff from the City of Melbourne's Code Compliance Division during special events with large crowds.

d. **Occupancy:** The maximum occupancy for the proposed building to be located at 2808 South Harbor City Boulevard will be 200 persons based upon the number of bathrooms proposed on-site. The property owner is in the process of obtaining a building permit for the planned commercial structure and the maximum occupancy of 200 persons is identified on the permit submitted by the applicant. Any increase in the occupancy limit of 200 persons will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

e. **Building Code and Engineering Requirements**: The applicant/owner must meet all applicable building code requirements for the construction of a commercial building to be occupied as a microbrewery for the site identified as 2808 South Harbor City Boulevard. The applicant will be required to submit appropriate plans through the Engineering Department, for site development and connection to City utilities.

f. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

g. **Business Tax Receipt**: Within 10 days of the issuance of Certificate of Occupancy, the applicant must obtain a Business Tax Receipt for the operation at this site.

h. **Historic and Architectural Review Board Approval**: The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any applicable exterior modifications to the site.

i. **Expiration of Conditional Use**: If the premises located at 2808 South Harbor City Boulevard ceases to be used for on-premises consumption of alcoholic beverages for a continuous period of six months, the conditional use for on-premises consumption of alcohol shall expire and become null and void. The use of the premises shall revert to the previous and more restricted use classification. Additionally, if the applicant does not construct the new building on this site, the conditional use for the on-premises consumption of alcohol will terminate upon expiration of the building permit.

j. **Hours of Operation**: Redtail Four Brewery's hours of operation shall be Sunday through Wednesday from 11:00 am – 10:00 pm and Thursday through Saturday from 11:00 am – 12:00 am.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Conditional Use Request (CU2025-0007): 2808 South Harbor City Boulevard – Redtail Four Brewery & Pizzeria**
Date:	November 7, 2025
Owner:	Wid T. Bell
Applicant/ Representative:	Chelsea Woodard

The Planning and Zoning Board, at its regular scheduled meeting of November 6, 2025, reviewed the above referenced Conditional Use request.

Following review and discussion, the Planning and Zoning Board members were divided in their consideration of the motion, based upon staff's recommendation, on a 1±-acre developed property zoned C-2 (General Commercial District) located on the west side of South Harbor City Boulevard, the east side of Irwin Street, and south of Powell Avenue:

- **Conditional Use** to allow a microbrewery use in C-2 (General Commercial District) zoning; and
- **Conditional Use** to allow for the consumption of alcohol (beer and wine) on premises in a proposed microbrewery and pizzeria on a 1.0±-acre property.

The motion to consider approval (staff's recommendation) resulted in a 2-2 vote. The failure of the Planning and Zoning Board to achieve a majority vote for approval of the proposed Conditional Use, constitutes a denial of all the request.

Respectively Submitted,

for

Yvonne Minus, Chair
Planning and Zoning Board

Clarification and Overview – Redtail Four Brewery & Brick Oven Pizza

Dear City Council members,

Ahead of the upcoming City Council hearing, I wanted to personally share an accurate picture of who we are and what Redtail Four Brewery & Brick Oven Pizza truly represents.

This is a family-owned venture between a father and daughter — Colonel T.J. Fowler (USAF, Ret.) and myself, Chelsea Woodard. We are local residents living in Palm Bay, just 15 minutes from the project site. Our family has deep roots in Brevard County, and we're committed to building something lasting and positive for the community we call home.

Redtail Four is not a bar or late-night club. It's a veteran-owned, family-oriented restaurant and small-batch brewery — a welcoming "third space," a place between home and work where people can relax, share a meal, and connect with others in a comfortable, safe environment.

Key Points of Clarification

- Family-owned and locally operated: We live nearby and will be personally involved in daily operations, ensuring accountability, safety, and a family-first approach.
- Restaurant-first approach: Our projected revenue is approximately 40% food and 60% craft beer. We applied for a Conditional Use instead of a "brewpub" designation solely because we want to keep food affordable for local residents. We could raise prices to exceed 50% food sales, but we believe strongly that affordable, high-quality dining should remain accessible to working families.
- True small-batch production: A microbrewery license allows up to 15,000 barrels per year; we will produce only 300–600 barrels annually, all brewed on-site for local enjoyment — a true small-scale, community-focused operation.
- Hours: 11 a.m.–10 p.m. (Sun–Wed) | 11 a.m.–12 a.m. (Thu–Sat).
- Music & noise: All live music will be indoors only and fully compliant with Melbourne's sound ordinances — no outdoor entertainment and no dance floor.
- Security: Present on weekends and during events to maintain a calm, family-friendly atmosphere.
- Economic impact: Over $2 million in private investment, creating local jobs, revitalizing an underused property, and demonstrating long-term ownership — not a short-term lease or resale.

The Meaning Behind "Redtail Four"

The name Redtail Four was Colonel Fowler's call sign while serving as the 332nd Air Expeditionary Wing's (AEW) Maintenance Group Commander at Balad Air Base, Iraq. The 332nd AEW lineage traces back to the 332nd Fighter Group, the WWII Tuskegee

Airmen — the “Red Tails” — the trailblazing African-American fighter squadron whose courage and excellence helped change the course of World War II.

The Tuskegee Airmen’s legacy of discipline, integrity, and unity defines our mission: to create a gathering place that reflects our area’s values and offers something meaningful for veterans, families, and residents of all backgrounds. But by osmosis our public will know what these WWII Tuskegee Airmen had done and the standard they set for all of us to attempt to rise.

We have great respect for the Planning & Zoning Board’s responsibility to protect the community’s character. Our hope is that, with this fuller understanding, you’ll see that Redtail Four aligns with those same goals — enhancing the corridor, fostering local pride, and providing an affordable, family-centered space for all.

Thank you sincerely for your time and your continued service to our community.

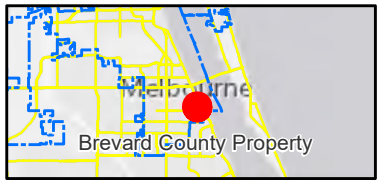
Warm regards,

Chelsea Woodard & Col. T.J. Fowler (USAF, Ret.)

Redtail Four Brewery & Brick Oven Pizza

540.818.7265
Woodardchelsea24@outlook.com

REDTAIL FOUR BREWERY
LOCATION MAP
CU2025-0007



N

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

320 0 320
Feet
1 inch = 333 feet



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Title: REDTAIL FOUR BREWERY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 3:07:47 PM
Document Name: Redtail Four Brewery LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Redtail Four Brewery LOCATION Map.mxd

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

REDTAIL FOUR BREWERY
FUTURE LAND USE & ZONING MAP
CU2025-0007

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

320 0 320 Feet
1 inch = 333 feet



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Title: REDTAIL FOUR BREWERY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/29/2025 1:39:15 PM
Document Name: Redtail Four Brewery LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Redtail Four Brewery LOCATION Map.mxd

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

WINDOW SCHEDULE

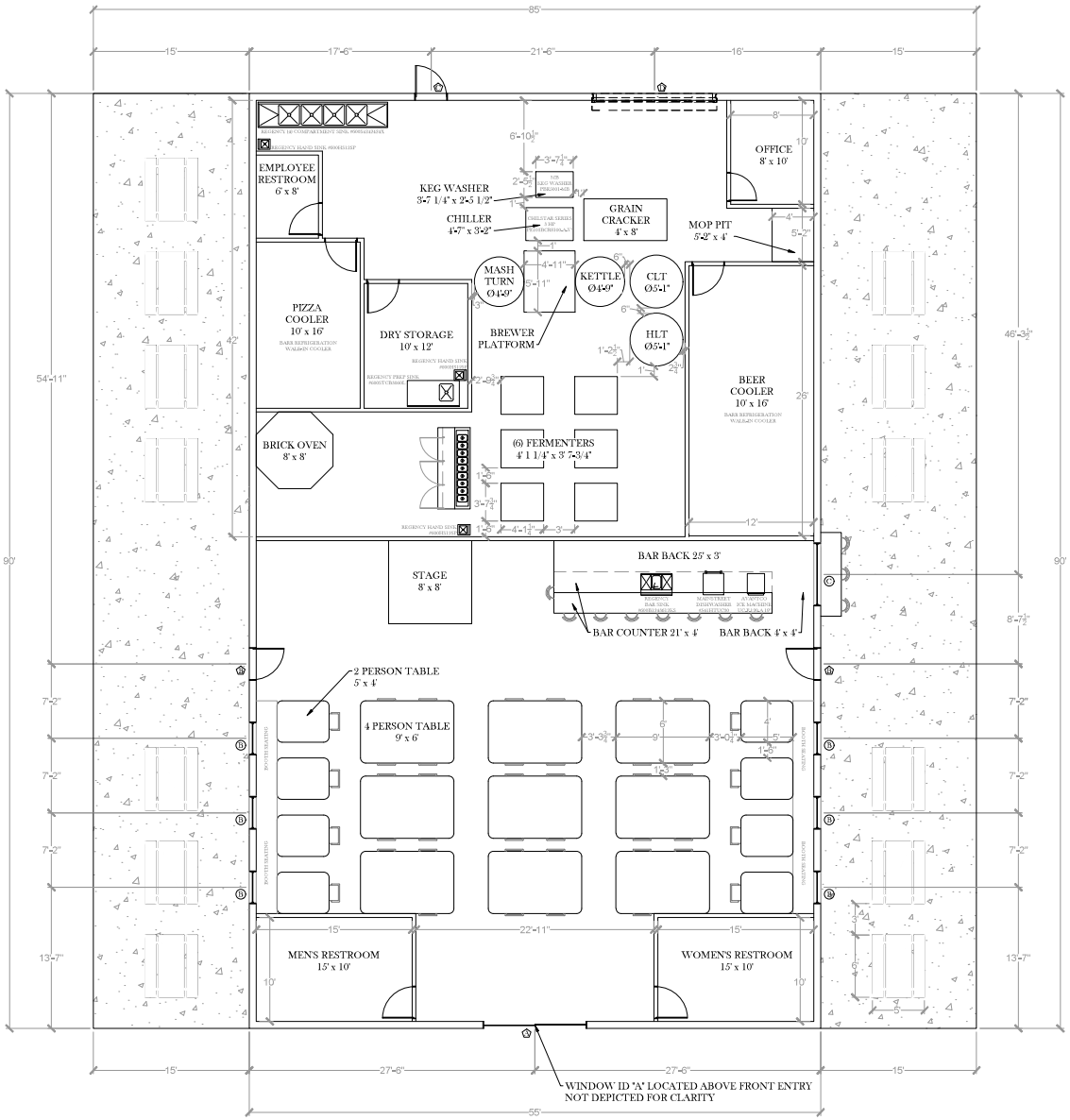
ID	STYLE	SIZE WIDTH	SIZE HEIGHT	PROTECTION SHUTTER	PROTECTION IMPACT	MATERIAL	MANUFACTURER	MODEL	FLORIDA PRODUCT APPROVAL	WIND PRESSURE (ASD) MANUFACTURER (PSF)	WIND PRESSURE (ASD) REQUIRED (PSF)
A	FIXED	2'-0"	2'-0"	NO	YES						
B	FIXED	3'-2"	8'-2"	NO	YES						
C	SINGLE HUNG	6'-1"	-	NO	YES						

NOTES:
1. CONTRACTOR TO SUPPLY AND INSTALL WINDOWS ACCORDING TO MANUFACTURING SPECS THAT MEET THE ABOVE REQUIRED WIND PRESSURES, WHILE ALSO PROVIDING FLORIDA PRODUCT APPROVALS.
2. SUBSCRIPT " T " DENOTES EGRESS RATED WINDOWS IAW FLORIDA BUILDING CODE 1030
3. MAXIMUM ALLOWED SHIM GAP TO BE 1/4", 1x BUCK IS ASSUMED TO BE USED, THE E.O.R. SHALL BE NOTIFIED IN WRITING IF BUCK SIZE DIFFERS FROM 1x
4. CONTRACTOR TO FIELD VERIFY ALL ROUGH OPENINGS.

EXTERIOR DOOR SCHEDULE

ID	STYLE	SIZE WIDTH	SIZE HEIGHT	PROTECTION SHUTTER	PROTECTION IMPACT	MATERIAL	MANUFACTURER	MODEL	FLORIDA PRODUCT APPROVAL	WIND PRESSURE (ASD) MANUFACTURER (PSF)	WIND PRESSURE (ASD) REQUIRED (PSF)
1	-	10'-0"	10'-0"	NO	YES						
2	SWING	3'-0"	8'-2"	NO	YES						
3	SWING	3'-0"	-	NO	YES						
4	ROLL-UP	12'-0"	12'-0"	NO	YES						

NOTES:
1. CONTRACTOR TO SUPPLY AND INSTALL DOORS ACCORDING TO MANUFACTURING SPECS THAT MEET THE ABOVE REQUIRED WIND PRESSURES,
WHILE ALSO PROVIDING FLORIDA PRODUCT APPROVALS.



1 / B-1 FLOOR PLAN
SCALE 3/16" = 1'

PROJECT
S HARBOR CITY MICROBREWERY

ADDRESS
2808 S HARBOR CITY BLVD, MELBOURNE FL

FOR REVIEW

ADVANCED ENGINEERING PROJECT NUMBER
25071

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ADVANCED ENGINEERING CONSULTANTS
(813) 444-7037
www.Advanced-Engineers.com
10009 Gallant Lane
Tampa, FL 33625

ENGINEER OF RECORD: MICHAEL HOFFMAN, P.E.
FLORIDA P.E. LICENSE NO.: 67564
FL CERTIFICATE OF AUTHORIZATION: # 28038

NOT APPROVED FOR PERMIT UNLESS DULY SIGNED AND SEALED BY ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL W. HOFFMAN ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC COPIES.

PER RULE 61G15-23.004 (1)(f)(2.) WHEN A DIGITALLY CREATED SEAL IS NOT USED AND PARAGRAPH (E) "A DIGITAL SIGNATURE APPLIED TO AN ITEM IN ELECTRONIC FORM SHALL HAVE THE SAME FORCE AND EFFECT AS MAKING ALL OF THE INDIVIDUAL SHEETS OR PAGES CONTAINED WITHIN THAT ITEM UNLESS OTHERWISE LIMITED AS SPECIFIED IN SUBSECTION 61G15-30.003(3), F.A.C."

THESE PLANS WERE PREPARED IN ACCORDANCE TO F.S. CHAPTER 471 AND APPLICABLE FLORIDA BUILDING CODE 8TH EDITION, 2023. ANY SERVICES OF AN ARCHITECTURAL NATURE REFLECTED IN THIS PLAN ARE BEING PERFORMED AS PURELY INCIDENTAL TO MY ENGINEERING PRACTICE PURSUANT TO SECTION 471.003(3), F.S. THIS DESIGN IS SITE SPECIFIC AND MAY NOT BE USED AT OTHER LOCATIONS WITHOUT THE CONSENT OF ADVANCED ENGINEERING CONSULTANTS LLC. THIS DOCUMENT AND ALL REPORTS, DRAWINGS, SPECIFICATIONS AND COMPUTER FILES, PREPARED BY ADVANCED ENGINEERING CONSULTANTS LLC, SHALL REMAIN THE PROPERTY OF ADVANCED ENGINEERING CONSULTANTS LLC, AND SHALL NOT BE REPRODUCED, IN PART OR WHOLE, WITHOUT THE EXPRESSED, WRITTEN, CONSENT OF ADVANCED ENGINEERING CONSULTANTS LLC. ADVANCED ENGINEERING CONSULTANTS LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.

DRAWINGS
CIVIL SET

REVISIONS

No.	Date	Description

PLANS TO BE PRINTED IN COLOR

DRAWN & DESIGNED BY
AR, TI

CHECKED BY
MH

DATE
2025-09-02

SHEET TITLE
FLOOR PLAN

PLANS ARE TO BE PRINTED IN COLOR

SCALE
AS NOTED

SHEET NUMBER
B-1

PLANS TO BE PRINTED IN COLOR

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LEGEND	
SYMBOL	DESCRIPTION
	TO BE REMOVED
	CONSTRUCTION ENTRANCE
— SF — SF —	SILT FENCE
	PROPERTY LINE

DEMOLITION NOTES

EXISTING STRUCTURE AREA TO BE DEMOLISHED: 12,423 SF
ADDITIONAL IMPERVIOUS AREA TO BE DEMOLISHED: APPROX.: 15,000 SF



1 / C-1 EXISTING/ DEMOLITION PLAN
SCALE 1" = 20'

PROJECT
S HARBOR CITY MICROBREWERY

ADDRESS
2808 S HARBOR CITY BLVD, MELBOURNE FL

FOR REVIEW

ADVANCED ENGINEERING PROJECT NUMBER
25071

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www.Advanced-Engineers.com
10009 Gallant Lane
Tampa, FL 33625

ENGINEER OF RECORD: MICHAEL HOFFMAN, P.E.
FLORIDA P.E. LICENSE NO.: 67584
FLORIDA REGISTRY NO: 28038

NOT APPROVED FOR PERMIT UNLESS DULY SIGNED AND SEALED BY ENGINEER

MICHAEL W. HOFFMAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67584
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DRAWINGS
CIVIL SET

REVISIONS

No.	Date	Description
1	10/02/2025	CITY COMMENT CHANGES

PLANS TO BE PRINTED IN COLOR

DRAWN & DESIGNED BY
AR, TI, CB

CHECKED BY
MH

DATE
2025-10-10

SHEET TITLE
EXISTING - DEMOLITION PLAN

PLANS ARE TO BE PRINTED IN COLOR

SCALE
AS NOTED

SHEET NUMBER
C-1

PLANS TO BE PRINTED IN COLOR

© 2021

SITE DATA

OWNER INFORMATION	PROJECT NAME:	REDTAIL FOUR BREWERY & BRICK OVEN PIZZA		
	PROJECT ADDRESS:	2808 SOUTH HARBOR CITY BLVD, MELBOURNE FL 32901		
	ACCOUNT NUMBER:	2825315		
	PARCEL ID:	26-37-11-1-13-43-1		
LAND USE		EXISTING	PROPOSED	
	CURRENT ZONING:	C2 - GENERAL COMMERCIAL DISTRICT	C2 - GENERAL COMMERCIAL DISTRICT	
	FUTURE LAND USE:	MIXED USE	MIXED USE	
	PRIMARY USE:	TRAILER REPAIR SHOP	MICROBREWERY & RESTAURANT	
	FLOOD ZONE:	ZONE X: AREA OF MINIMAL FLOOD HAZARD EFFECTIVE 1/29/21		
	LEGAL DESCRIPTION:	RIVERVIEW HEIGHTS SUBD LOTS 1, 2, 3, 4, 5 & 6 BLK K2 EXC HWY R/W		
SITE COVERAGE		EXISTING	PROPOSED	REQUIRED
	LOT AREA:	1 AC	1 AC	5,000 S.F. (MIN)
	LOT WIDTH:	297.23'	297.23'	50' (MIN)
	LOT DEPTH:	151.3'	151.3'	100' (MIN)
	FLOOR AREA RATIO (FAR):	0.29	0.114 (AIR CONDITIONED ONLY) 0.179 (COMBINED)	6 (MAX)
	TOTAL FLOOR AREA:	12,423 SF	7,650 SF	
	INDOOR:	12,423 SF	4,950 SF	N/A
	OUTDOOR	N/A	2,700 SF	N/A
	BUILDING HEIGHT:	1 FLOOR	14'	4 FLOORS / 48' (MAX)
	LOT COVERAGE:	29%	18%	50% (MAX)
	DENSITY:	N/A	N/A	100 DU/AC (MAX)
	SETBACKS:			
	FRONT:	9'-8"	42'-4"	20' (MIN)
	SIDE (INTERIOR):	52'-8"	62'-8"	NONE
	SIDE (CORNER-NORTH):	135'-1"	150'-9"	20' (MIN)
	SIDE (CORNER-WEST):	N/A	N/A	20' (MIN)
	REAR:	4'-10"	25'-4"	20' (MIN)
	IMPERVIOUS SURFACES:	40,173 SF	33,410 SF	
	BUILDINGS:	12,423 SF	7,650 SF	N/A
	CONCRETE:	27,750 SF	545 SF	N/A
	ASPHALT:	N/A	25,215 SF	N/A
				N/A
	ISR:	92%	77%	N/A
PARKING		EXISTING	PROPOSED	MINIMUM
	PARKING SPACES:	15	43	10 (EXISTING)

PARKING CALCULATIONS: PER CITY OF MELBOURNE LDC SEC. 9.72. - LAND USE TYPE AND OFF-STREET PARKING RATIO REQUIREMENTS.

RESTAURANTS / MICRO-BREWERIES & MICRO-DISTILLERIES: 1 SPACE FOR EVERY 750 SQFT GROSS FLOOR AREA PLUS ONE SPACE PER EMPLOYEE
*** PER CITY CODE, PART III, APPENDIX D, CHAPTER 9, ARTICLE V, SECTION 9.72(A)(5)(D). DEMOLITION AND REPLACEMENT OF AN EXISTING NON-RESIDENTIAL BUILDING WITH THE SAME OR LESS SQUARE FOOTAGE OF FLOOR AREA DOES NOT REQUIRE ADDITIONAL PARKING. EXISTING PARKING SPACES SHALL BE MAINTAINED.

ADA: 1 ADA SPACE PER 25 REGULAR SPACES
REGULAR SPACES: 41
REQUIRED ADA: 2 SPACES

EXISTING PARKING TO BE PRESERVED: 10 SPACES
ADDITIONAL PARKING PROPOSED: 31 REGULAR SPACES
2 ADA SPACES

TOTAL PARKING PROVIDED ON-SITE: 43 SPACES

STORMWATER STORAGE DATA

STORAGE SWALE 1:
WIDTH: 5'
LENGTH: 280'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 980 CUBIC FEET

STORAGE SWALE 2:
WIDTH: 5'
LENGTH: 137'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 480 CUBIC FEET

ISLAND 1:
WIDTH: 8'
LENGTH: 18'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 90 CUBIC FEET

ISLAND 2:
WIDTH: 13.5'
LENGTH: 33'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 255 CUBIC FEET

ISLAND 3:
WIDTH: 8'
LENGTH: 35'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 175 CUBIC FEET

ISLAND 4:
WIDTH: 8'
LENGTH: 35'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 175 CUBIC FEET

ISLAND 5:
WIDTH: 30'
LENGTH: 22'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 352 CUBIC FEET

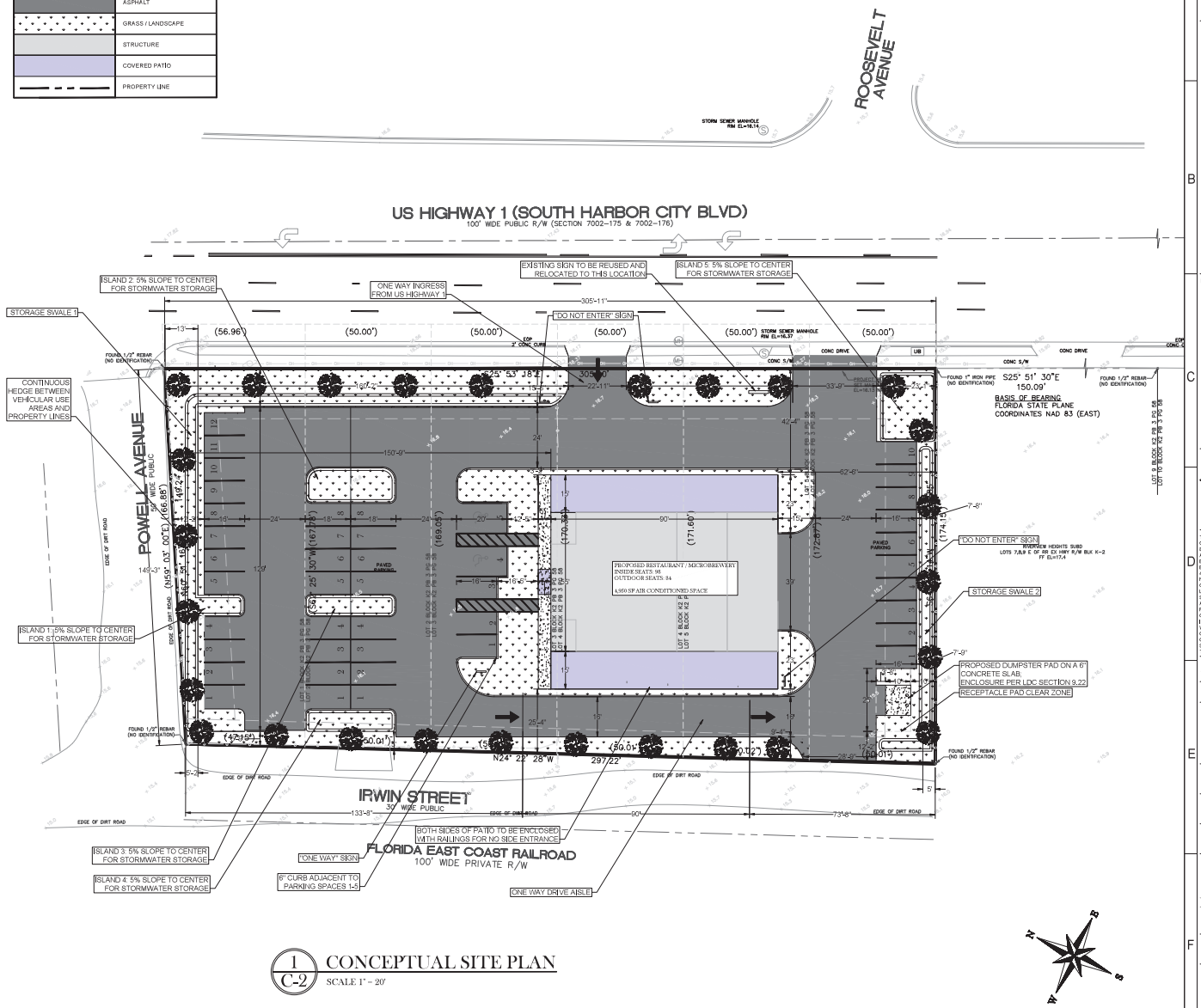
TOTAL PROVIDED STORAGE: 2,332 CUBIC FEET

SITE PLAN NOTES

1. STORMWATER FOR THE SITE WILL MEET ALL APPLICABLE REQUIREMENTS OF CHAPTER 50.
   1.1. THE PROJECT HAS A DEMINIMUS EXEMPTION APPROVAL FROM ST JOHNS WATER MANAGEMENT DISTRICT.
2. DUMPSTER(S) WILL MEET ALL APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE III.
3. WALLS/FENCES WILL MEET ALL APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE III. SEPARATE PERMIT IS REQUIRED.
4. PARKING WILL MEET ALL APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE V.
5. LANDSCAPING WILL MEET APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE XV.
6. SIGNS FOR THE SITE WILL MEET APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 11. SEPARATE PERMIT IS REQUIRED.
7. THIS PROJECT WILL REQUIRE (1) 2 INCH WATER METER.
8. A MICROBREWERY IS A CONDITIONAL USE WITHIN THE C-2 ZONING DISTRICT.

LEGEND

SYMBOL	DESCRIPTION
	CONCRETE
	ASPHALT
	GRASS / LANDSCAPE
	STRUCTURE
	COVERED PATIO
	PROPERTY LINE



1 C-2 CONCEPTUAL SITE PLAN
SCALE 1" = 20'

PROJECT
S HARBOR CITY MICROBREWERY

ADDRESS
2808 S HARBOR CITY BLVD, MELBOURNE FL

FOR REVIEW

ADVANCED ENGINEERING PROJECT NUMBER
25071

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ADVANCED ENGINEERING CONSULTANTS
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DRAWINGS
CIVIL SET

REVISIONS

No.	Date	Description
1	10/02/2025	CITY COMMENT CHANGES

PLANS TO BE PRINTED IN COLOR

DRAWN & DESIGNED BY
AR, TI, CB

CHECKED BY
MH

DATE
2025-10-10

SHEET TITLE
PROPOSED SITE PLAN

PLANS ARE TO BE PRINTED IN COLOR

SCALE
AS NOTED

SHEET NUMBER
C-2

PLANS TO BE PRINTED IN COLOR

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November 18, 2025

To the Melbourne City Council:

I respectfully urge the Council to unanimously approve the **RED Tail Four Brewery and Brick Oven Pizza** project, proposed for **2808 S. Harbor City Blvd.** in Downtown Melbourne.

While much could be said about the importance of this development, I will focus on the key reasons this project clearly deserves your approval. The applicant and developer, **Chelsea Woodard**, has already submitted a compelling letter in appropriate defense, and I wish to add my endorsement of this very cool project in a much-needed part of Downtown Melbourne.

Our firm, **Real Estate INK**, represents the seller of this property. Through this process, I've had the pleasure of meeting Chelsea and her father, **Timothy Fowler**, multiple times at the site alongside engineers, general contractors, and other professionals. Chelsea's extensive hospitality experience and Timothy's engineering expertise make them a capable and dedicated team—one that understands both the operational and technical demands of a successful brewery and restaurant.

They have worked collaboratively with city planners, including **Cheryl Dean** and **Cindy Dittmer**, to ensure the project aligns with the goals of the **Downtown South Expansion**. Their commitment and vision will bring much-needed vibrancy, investment, and local pride to this growing area.

Since this summer, I've personally witnessed their determination—often under challenging circumstances—to bring this concept to life. For many of us involved, this has been more than a business transaction; it's a shared effort to elevate our community, attracting a wide array of families, and young professionals back to area of Downtown steeped in culture.

Having served on the **Design Committee for Melbourne Main Street** and attended numerous **Downtown CRA** meetings, I can confidently say this project checks nearly every box for downtown revitalization: attracting new patrons, eliminating blight, improving aesthetics, and creating a welcoming destination.

The name **RED Tail** holds special significance—honoring the heritage of local African American veterans and the legacy of the famed **Tuskegee Airmen**. It's a name that will resonate deeply with pride and community spirit.

When its doors open, **RED Tail Brewery and Brick Oven Pizza** will not only serve excellent food and craft beer, it will become a landmark gathering place for residents and visitors alike, celebrating local history while driving economic renewal and creating organic camaraderie.

Regarding the Planning & Zoning Board Vote

It was deeply concerning to witness a split vote—**two in favor and two opposed**—despite **City Staff providing eight or nine separate findings in support of approval**, backed by extensive analysis. The project, with an estimated completion value exceeding **$2 million**, clearly meets the criteria established.

Unfortunately, the dissenting remarks reflected subjective preference rather than objective reasoning. One member commented, *"I guess our little part of South Melbourne might be becoming another little downtown,"* followed by, *"We don't really need another bar, brew pub, or whatever in downtown."*

These statements are factually inaccurate. **Downtown Melbourne** already extends south from **US 192 to University Blvd.**, and the **CRA overlay** formally includes this property within the Downtown district—codified over **12 years ago**. There is no "becoming" Downtown; it already is Downtown.

Moreover, neither the **American Legion** nor **The Producers** operates as a comparable establishment—one is a private club, the other functions primarily as a liquor store. The second "nay" vote expressed concern about family-friendliness but offered no evidence contradicting staff's findings or the developer's plan.

This vote appeared to overlook months of professional review and staff's clear recommendation for approval. By any objective measure, this project satisfies every requirement set forth by City policy and the CRA's vision.

In Conclusion

While I have great respect for our Planning & Zoning Board, city planners, and staff, this is one decision that does not align with the facts or the city's stated goals. I trust the **City Council** will evaluate this project through a complete and objective lens—consistent with staff's findings and the broader Downtown vision.

The RED Tail Four Brewery and Brick Oven Pizza directly supports the city's long-term revitalization strategy. It will enhance community pride, stimulate economic growth, and strengthen Downtown Melbourne's future.

I respectfully ask that the Council **approve this project unanimously**.

Thank you for your time, service, and thoughtful objective consideration.

Sincerely,
Mark Herendeen, Lic. Agent representing the seller of 2808 South Harbor City Blvd.
Real Estate Ink

ORDINANCE NO. 2025-55

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120; BY GRANTING A CONDITIONAL USE TO ALLOW FOR THE USE OF A MICROBREWERY AND A CONDITIONAL USE FOR THE CONSUMPTION OF BEER AND WINE ON THE PREMISES IN CONJUNCTION WITH A PIZZERIA ON 1.0± ACRES OF PROPERTY ZONED C-2 (GENERAL COMMERCIAL DISTRICT), LOCATED ON THE WEST SIDE OF SOUTH HARBOR CITY BOULEVARD, EAST OF IRWIN STREET AND SOUTH OF POWELL AVENUE (2808 SOUTH HARBOR CITY BOULEVARD); PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE CONDITIONAL USE GRANTED HEREIN MAY BE REVOKED BY CITY COUNCIL IF THE CONDITIONS OF APPROVAL ARE NOT MET; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-2; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU2025-0007)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by granting a conditional use to allow for the use of a microbrewery and a conditional use for the consumption of beer and wine on the premises in conjunction with a pizzeria on 1.0±-acres of property zoned C-2 (General Commercial District), located on the west side of South Harbor City Boulevard, east of Irwin Street and south of Powell Avenue (2808 South Harbor City Boulevard). The property is described as:

LOTS 1,2,3,4,5 AND 6, BLOCK K-2, RIVERVIEW HEIGHTS, AS RECORDED IN PLAT BOOK 3, PAGE 58, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND LOCATED IN SECTION 11, TOWNSHIP 28 SOUTH, RANGE 37 EAST. LESS AND EXCEPT THE RIGHT OF WAY FOR U.S. HIGHWAY No.1 (STATE ROAD No.5)

SECTION 2. That this ordinance is adopted subject to the following conditions:

a. **Sales and Consumption within Building:** The sale, service and consumption of alcohol (beer and wine) is to be located completely within the building or covered outdoor patio areas identified as 2808 South Harbor City Boulevard as depicted on both the attached floorplan conceptual site plan exhibit and the alcohol license issued by the Division of Alcoholic Beverages and Tobacco.

b. **Chapter 6 Requirements:** The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

c. **Floorplan:** Once the construction plans and building permits are finalized, the owner/applicant shall comply with the approved floorplan at all times. No temporary seating may be added, and tables may not be moved except as directed by staff from the City of Melbourne's Code Compliance Division during special events with large crowds.

d. **Occupancy:** The maximum occupancy for the proposed building to be located at 2808 South Harbor City Boulevard will be 200 persons based upon the number of bathrooms proposed on-site. The property owner is in the process of obtaining a building permit for the planned commercial structure and the maximum occupancy of 200 persons is identified on the permit submitted by the applicant. Any increase in the occupancy limit of 200 persons will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

e. **Building Code and Engineering Requirements:** The applicant/owner must meet all applicable building code requirements for the construction of a commercial building to be occupied as a microbrewery for the site identified as 2808 South Harbor City Boulevard. The applicant will be required to submit appropriate plans through the Engineering Department, for site development and connection to City utilities.

f. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

g. **Business Tax Receipt:** Within 10 days of the issuance of Certificate of Occupancy, the applicant must obtain a Business Tax Receipt for the operation of a bar/tavern at this site.

h. **Historic and Architectural Review Board Approval:** The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any applicable exterior modifications to the site.

i. **Expiration of Conditional Use:** If the premises located at 2808 South Harbor City Boulevard ceases to be used for on-premises consumption of alcoholic beverages for a continuous period of six months, the conditional use for on-premises consumption of alcohol shall expire and become null and void. The use of the premises shall revert to the previous and more restricted use classification. Additionally, if the applicant does not construct the new building on this site, the conditional use for the on-premises consumption of alcohol will terminate upon expiration of the building permit.

j. **Hours of Operation:** Redtail Four Brewery's hours of operation shall be Sunday through Wednesday from 11:00 am – 10:00 pm and Thursday through Saturday from 11:00 am – 12:00 am.

SECTION 3. That the conditional use granted by this ordinance may be revoked by the City Council if the conditions of approval in Section 2. of this ordinance are not met. Such action would require notice to the property owner and a public hearing before City Council. Upon issuance of a final order by City Council revoking the conditional use granted by this ordinance, the conditional use granted herein shall expire and become null and void and the use of the premises shall revert to the previous and more restricted use classification.

SECTION 4. That the above-described property shall be designated on the Zoning Map by the symbols C-C-2 to indicate that said premises shall be restricted for that particular conditional use along with the uses permitted in a C-2 (General Commercial) Zoning District.

SECTION 5. That it is hereby found and determined that the conditional use requested satisfies the criteria established in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (C) (Conditional Uses).

SECTION 6. That this ordinance shall become effective 30 days from the date of adoption of this ordinance and, if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. The amendment shall be duly recorded within five business days after the 30-day period has expired and resolution of any judicial contests or appeals.

SECTION 7. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025, and adopted on the final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____

Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2025-55

LEGEND	
SYMBOL	DESCRIPTION
	TO BE REMOVED
	CONSTRUCTION ENTRANCE
— v — v — v —	SILT FENCE
	PROPERTY LINE

DEMOLITION NOTES

EXISTING STRUCTURE AREA TO BE DEMOLISHED: 12,423 SF
ADDITIONAL IMPERVIOUS AREA TO BE DEMOLISHED: APPROX. 15,000 SF



1 C-1 EXISTING/ DEMOLITION PLAN
SCALE 1" = 20'

PROJECT
S HARBOR CITY MICROBREWERY

ADDRESS
2808 S HARBOR CITY BLVD, MELBOURNE FL

FOR REVIEW

ADVANCED ENGINEERING PROJECT NUMBER
25071

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CIVIL SET

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AR, TI, CB

CHECKED BY
MH

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2021

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	ACCOUNT NUMBER:	2825315		
	PARCEL ID:	28-37-11-12-K2-1		
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	CURRENT ZONING:	C2 - GENERAL COMMERCIAL DISTRICT	C2 - GENERAL COMMERCIAL DISTRICT	
	FUTURE LAND USE:	MIXED USE	MIXED USE	
	PRIMARY USE:	TRAILER REPAIR SHOP	MICROBREWERY & RESTAURANT	
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	SETBACKS:			
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	SIDE (INTERIOR):	52'-6"	62'-6"	NONE
	SIDE (CORNER-NORTH):	135'-1"	150'-9"	20' (MIN)
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	REAR:	4'-10"	25'-4"	20' (MIN)
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PARKING CALCULATIONS: PER CITY OF MELBOURNE LDC SEC. 9.72. - LAND USE TYPE AND OFF-STREET PARKING RATIO REQUIREMENTS.

RESTAURANTS / MICRO-BREWERIES & MICRO-DISTILLERIES: 1 SPACE FOR EVERY 750 SQFT GROSS FLOOR AREA PLUS ONE SPACE PER EMPLOYEE

*** PER CITY CODE, PART III, APPENDIX D, CHAPTER 9, ARTICLE V, SECTION 9.72(A)(57)(D), DEMOLITION AND REPLACEMENT OF AN EXISTING NON-RESIDENTIAL BUILDING WITH THE SAME OR LESS SQUARE FOOTAGE OF FLOOR AREA DOES NOT REQUIRE ADDITIONAL PARKING. EXISTING PARKING SPACES SHALL BE MAINTAINED.

ADA: 1 ADA SPACE PER 25 REGULAR SPACES
REGULAR SPACES: 41
REQUIRED ADA: 2 SPACES

EXISTING PARKING TO BE PRESERVED: 10 SPACES
ADDITIONAL PARKING PROPOSED: 31 REGULAR SPACES
2 ADA SPACES

TOTAL PARKING PROVIDED ON-SITE: 43 SPACES

STORMWATER STORAGE DATA

STORAGE SWALE 1:
WIDTH: 5'
LENGTH: 280'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 980 CUBIC FEET

STORAGE SWALE 2:
WIDTH: 5'
LENGTH: 137'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 480 CUBIC FEET

ISLAND 1:
WIDTH: 8'
LENGTH: 18'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 90 CUBIC FEET

ISLAND 2:
WIDTH: 13.5'
LENGTH: 33'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 255 CUBIC FEET

ISLAND 3:
WIDTH: 8'
LENGTH: 35'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 175 CUBIC FEET

ISLAND 4:
WIDTH: 8'
LENGTH: 35'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 175 CUBIC FEET

ISLAND 5:
WIDTH: 30'
LENGTH: 22'
DEPTH: 6'
SLOPE: 25%

PROPOSED STORAGE: 352 CUBIC FEET

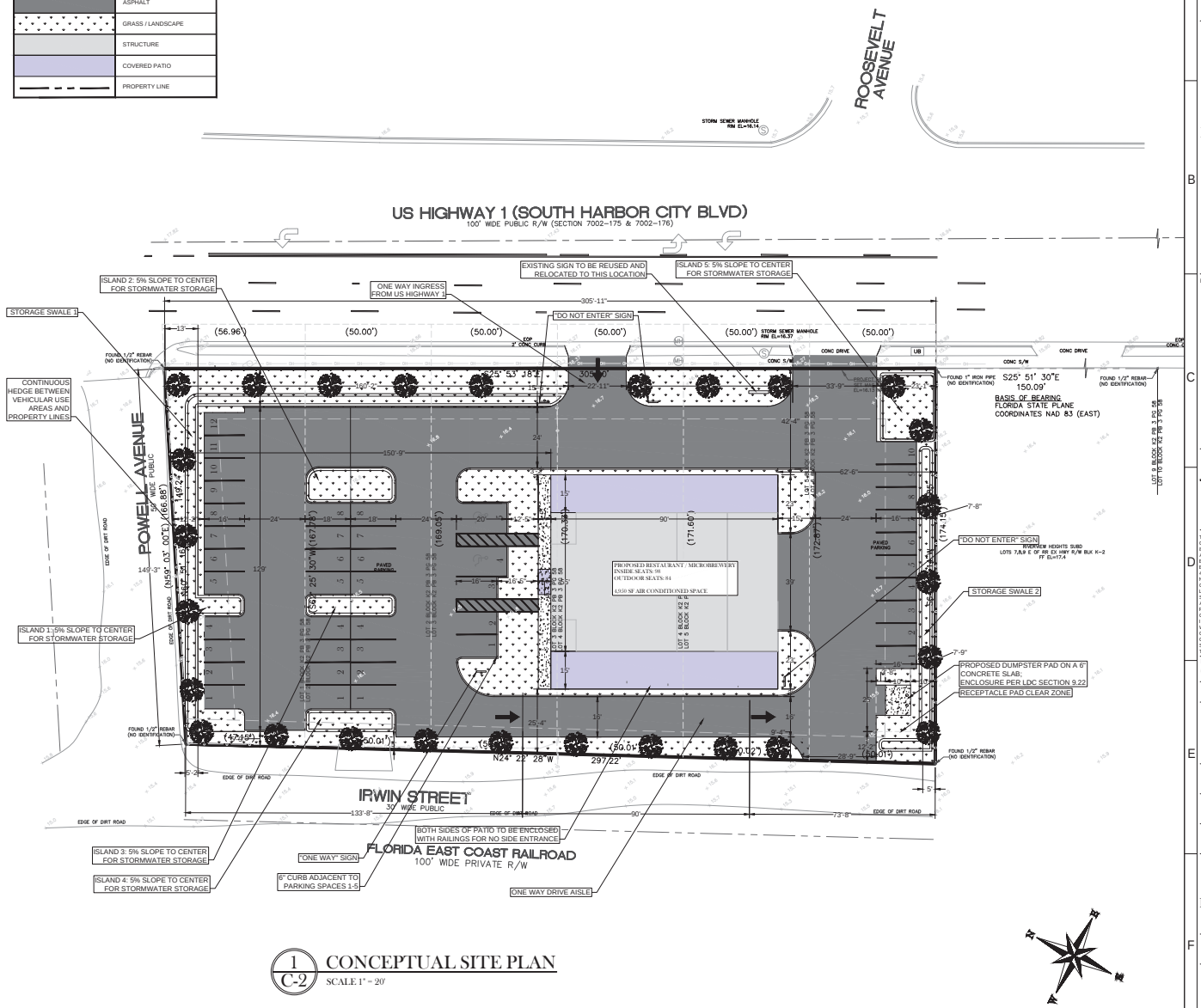
TOTAL PROVIDED STORAGE: 2,332 CUBIC FEET

SITE PLAN NOTES

1. STORMWATER FOR THE SITE WILL MEET ALL APPLICABLE REQUIREMENTS OF CHAPTER 50.
   1.1. THE PROJECT HAS A DEMINIMUS EXEMPTION APPROVAL FROM ST JOHNS WATER MANAGEMENT DISTRICT.
2. DUMPSTER(S) WILL MEET ALL APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II.
3. WALLS/FENCES WILL MEET ALL APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE III. SEPARATE PERMIT IS REQUIRED.
4. PARKING WILL MEET ALL APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE V.
5. LANDSCAPING WILL MEET APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE XV.
6. SIGNS FOR THE SITE WILL MEET APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 11. SEPARATE PERMIT IS REQUIRED.
7. THIS PROJECT WILL REQUIRE (1) 2 INCH WATER METER.
8. A MICROBREWERY IS A CONDITIONAL USE WITHIN THE C-2 ZONING DISTRICT.

LEGEND

SYMBOL	DESCRIPTION
	CONCRETE
	ASPHALT
	GRASS / LANDSCAPE
	STRUCTURE
	COVERED PATIO
	PROPERTY LINE



1 C-2 CONCEPTUAL SITE PLAN
SCALE 1" = 20'

PROJECT
S HARBOR CITY MICROBREWERY

ADDRESS
2808 S HARBOR CITY BLVD, MELBOURNE FL

FOR REVIEW

ADVANCED ENGINEERING PROJECT NUMBER
25071

This drawing is the property of Advanced Engineering and is not to be reproduced or copied in whole or in part.

ADVANCED ENGINEERING CONSULTANTS
(813) 444-7037
www.Advanced-Engineers.com
10009 Gallant Lane
Tampa, FL 33625

ENGINEER OF RECORD: MICHAEL HOFFMAN, P.E.
FLORIDA P.E. LICENSE NO.: 67584
FLORIDA REGISTRY NO: 28038
NOT APPROVED FOR PERMIT UNLESS DULY SIGNED AND SEALED BY ENGINEER

MICHAEL W. HOFFMAN, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 67584
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY MICHAEL W. HOFFMAN ON THE DATE INDICATED HERE.
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PER RULE 61G15-23.004 (3)(D)2.) WHEN A DIGITALLY CREATED SEAL IS NOT USED AND PARAGRAPH (E) "A DIGITAL SIGNATURE APPLIED TO AN ITEM IN ELECTRONIC FORM SHALL HAVE THE SAME FORCE AND EFFECT AS SIGNING ALL OF THE INDIVIDUAL SHEETS OR PAGES CONTAINED WITHIN THAT ITEM UNLESS OTHERWISE LIMITED AS SPECIFIED IN SUBSECTION 61G15-30.003(8), F.A.C."

THESE PLANS WERE PREPARED IN ACCORDANCE TO F.S. CHAPTER 471 AND APPLICABLE FLORIDA BUILDING CODE 8TH EDITION, 2023. ANY SERVICES OF AN ARCHITECTURAL NATURE REFLECTED IN THIS PLAN ARE BEING PERFORMED AS PURELY INCIDENTAL TO MY ENGINEERING PRACTICE PURSUANT TO SECTION 471.003(3), F.S. THIS DESIGN IS SITE SPECIFIC AND MAY NOT BE USED AT OTHER LOCATIONS WITHOUT THE CONSENT OF ADVANCED ENGINEERING CONSULTANTS LLC. THIS DOCUMENT AND ALL REPORTS, DRAWINGS, SPECIFICATIONS AND COMPUTER FILES, PREPARED BY ADVANCED ENGINEERING CONSULTANTS LLC, SHALL REMAIN THE PROPERTY OF ADVANCED ENGINEERING CONSULTANTS LLC, AND SHALL NOT BE REPRODUCED, IN PART OR WHOLE, WITHOUT THE EXPRESSED, WRITTEN, CONSENT OF ADVANCED ENGINEERING CONSULTANTS LLC. ADVANCED ENGINEERING CONSULTANTS LLC SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.

DRAWINGS
CIVIL SET

REVISIONS

No.	Date	Description
1	10/02/2025	CITY COMMENT CHANGES

PLANS TO BE PRINTED IN COLOR

DRAWN & DESIGNED BY
AR, TI, CB

CHECKED BY
MH

DATE
2025-10-10

SHEET TITLE
PROPOSED SITE PLAN

PLANS ARE TO BE PRINTED IN COLOR

SCALE
AS NOTED

SHEET NUMBER
C-2

PLANS TO BE PRINTED IN COLOR

2021

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.15.

Subject:
Ordinance No. 2025-56, Conditional Use Request (CU2025-0008), The Office Cigar Lounge

Background/Consideration:
This is the first reading of an ordinance granting a conditional use to allow the sale and consumption of alcoholic beverages on premises, accessory to retail cigar sales on a 0.20±-acre developed property, zoned C-3 (Central Business District), located on the south side of West Eau Gallie Boulevard, east of Guava Avenue and west of Highland Avenue. This property (parcel ID 27-37-16-25-23-5) is located within City Council District 2, the Olde Eau Gallie Riverfront CRA, the Eau Gallie Activity Center and the Central Business Overlay Zone (CB-OZ).

The request is located in a 670±-square-foot unit within a multi-tenant building. The applicant proposes selling alcoholic beverages, accessory to cigar sales. The on-premise consumption of alcohol, when not in conjunction with a restaurant, requires conditional use approval in the C-3 zoning district. The applicant’s business plan indicates the establishment will be open from 12:00 p.m. to 11:00 p.m. Sunday through Thursday and 12:00 p.m. to 1:00 a.m. on Friday and Saturday, and these hours are a condition of approval.

The applicant’s business plan states they will cater to “cigar aficionados”, local professionals, and tourists looking for a premium smoking experience. The establishment will sell a selection of cigars from around the world and cigar accessories, and will also offer memberships and cigar lockers. The business plan also indicates that the establishment will serve “a selection of whiskeys." The floor plan includes a bar, multiple seating areas (totaling 13 seats), a humidor area to store cigars, and one unisex bathroom. Since the site only has one unisex bathroom, total occupancy will be limited to no more than 48 people.

The subject site is located in the urban downtown Eau Gallie area. Within a 500-foot radius of the subject property there is a mixture of uses such as retail, office, restaurant, and residential. A private parking lot area is located to the west and commercial uses are located to the north, south, and east of the subject site. The nearest residential use (a two-unit residential building) is located approximately 200 feet to the north at 1445 Guava Street.

Staff has added multiple conditions to the ordinance to ensure that the on-premises consumption of alcoholic beverages will not affect the surrounding area. These conditions include but are not limited to: a maximum seating allowance of 13, with a maximum occupancy of 48 persons; consumption of

alcohol will be entirely within the interior of the building; and two or more violations of the City's noise regulations or occupancy is a breach of the conditional use.

During the November 6, 2025 meeting, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-56, based on the findings and conditions contained in the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, Community Development Director

From: Cheryl A. Dean, AICP, Planning Manager

Re: **Conditional Use Request (CU2025-0008) 587 West Eau Gallie Boulevard, Unit 103 – The Office Cigar Lounge**

Date: November 13, 2025

Owner/Applicant/Representative

- Property Owner: LJ Real Estate Holdings, LLC
- Applicant/Representative: Micah Rose

Proposed Action

This is a request for a conditional use approval to allow the sale and consumption of alcoholic beverages on premises, accessory to retail cigar sales, in one 670±-square foot unit of a multi-tenant unit building located on 0.20±-acre developed acres, zoned C-3 (Central Business District).

Location

The property is located on the south side of West Eau Gallie Boulevard, east of Guava Avenue and west of Highland Avenue in Township 27, Range 37, Section 16 (587 West Eau Gallie Boulevard). This property is located within City Council District 2, the Olde Eau Gallie Riverfront CRA, the Eau Gallie Activity Center and the Central Business Overlay Zone (CB-OZ).

History

The request is located in one unit of a multi-tenant building located on part of Lots 5 and 6, Block 23, Village Plat of Eau Gallie Subdivision (PB 001, PG 0047), recorded in 1884. The building was constructed in 1920.

The property has a Mixed Use Future Land Use Map designation.

Adjacent Land Use and Zoning Information

Access:	West Eau Gallie Boulevard, along the north property line
To the East:	Multi-tenant Commercial Building
Zoning:	C-3
Land Use:	Mixed Use
To the North:	Commercial buildings

Zoning:	C-3
Land Use:	Mixed Use
To the West:	Private parking lot (Housing Authority of Brevard County)
Zoning:	C-3
Land Use:	Mixed Use
To the South:	Office Building (Housing Authority of Brevard County)
Zoning:	C-3
Land Use:	Mixed Use

Issues and Considerations

The applicant proposes selling alcoholic beverages, accessory to cigar sales. The on-premise consumption of alcohol, when not in conjunction with a restaurant, requires conditional use approval in the C-3 zoning district. The Conditional Use standards are located in Appendix B, Article IX, Section 5. Additional stipulations for the sale and consumption of alcohol on premises are presented in Appendix B, Article VI, Section 2(Q). The applicant will be required to obtain a 4COP beverage license (full alcoholic beverage service) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

- Restaurant: Per City Code, a business is a "restaurant" if the sale of food and non-alcoholic beverages constitutes at least 51 percent of the gross revenue of the establishment. A restaurant must contain a fully equipped kitchen in operating condition. The kitchen must be used to prepare and serve meals for profit on a regular basis to the general public. The Office Cigar Lounge does not meet the definition of a restaurant.

- Bar/Tavern: A business is considered a "bar/tavern" if it sells more alcoholic drinks than food and non-alcoholic beverages. A 4COP beverage license issued by the Division of Alcoholic Beverages & Tobacco (ABT) does not require the sale of food and non-alcoholic beverages.

The Site

The subject property will be located in a 670± square foot unit (Unit 103), attached to other units in a building located along the south side of Eau Gallie Boulevard. The applicant's business plan states they will cater to "cigar aficionados", local professionals, and tourists looking for a premium smoking experience. The establishment will sell a selection of cigars from around the world and cigar accessories, and will also offer memberships and cigar lockers. The business plan also indicates that the establishment will serve "a selection of whiskeys". The applicant's business plan indicates the establishment will be open from 12:00 p.m. to 11:00 p.m. Sunday through Thursday and 12:00 p.m. to 1:00 a.m. on Friday and Saturday.

The attached floorplan includes a bar, multiple seating areas (totaling 13 seats), a humidor area to store cigars, and one unisex bathroom. Since the site only has one unisex bathroom, total occupancy will be limited to no more than 48 persons.

Surrounding Area:

The Conditional Use standards require a determination that the proposed use will not be harmful to the neighborhood or otherwise detrimental to the public welfare, and are in

harmony with the general purpose of the zoning ordinance. The character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such buildings, and area traffic conditions are all factors that shall be reviewed in this determination.

The subject site is located in the urban downtown Eau Gallie area. Within a 500-foot radius of the subject property there is a mixture of uses such as retail, office, restaurant, and residential. A private parking lot area is located to the west and commercial uses are located to the north, south, and east of the subject site. The nearest residential use (a two-unit residential building) is located approximately 200 feet to the north at 1445 Guava Street.

Multiple conditions are proposed by staff to ensure that the on-premise consumption of alcoholic beverages will not affect the surrounding area. These conditions, which were discussed and determined with staff from the Code Enforcement Division and the Police Department, include:

- The consumption of alcoholic beverages shall be in conjunction with cigar sales;
- The discontinuation of use for consumption of alcoholic beverages for six consecutive months will result in the expiration of the conditional use;
- The consumption of alcohol shall be entirely within the interior of the building;
- Occupancy will be limited to 48 persons;
- Two or more violations of the City's noise regulations is a breach of the conditional use;
- The owner/applicant shall comply with the attached floor plan;
- A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if the establishment's occupancy is increased beyond 48 persons or if additional seating is requested;
- Building permits from the City will be required for any future interior and exterior renovations; and
- The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any applicable future exterior modifications to the site.

JPA Review Comments:

The project is not located within the Joint Planning Agreement review area.

Mobility/Concurrency:

The subject property is located in Mobility District B (Redevelopment/US 1 Corridor area). The applicant will be using the existing building footprint for this business. Consequently, the proposal does not result in an increase of usable gross floor area. As such, the applicant is not required to construct mobility improvements or make a payment in lieu of providing the improvement. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Sanitary sewer service is also available from the City.

Summary

The applicant is required to request a conditional use for the on-premise consumption of alcoholic beverages in conjunction with retail cigar sales, since the site is not operating as a restaurant per Melbourne City Code requirements.

- Since the property lies within the Olde Eau Gallie Riverfront Community Redevelopment District (CRA), the Historic and Architectural Review Board (HARB) must approve any future exterior renovations, including painting, awnings, and signs.
- Building permits from the City will be required for any future interior and exterior renovations.
- The proposed conditional use complies with the City's Future Land Use Map and Comprehensive Plan policies, subject to the conditions of approval.
- This business is not located within five hundred (500) feet of an adult entertainment establishment as defined in Chapter 21.0 of the Melbourne City Code, or the adult entertainment district as described in Section 2(A)(3) of this article.
- This business is located within one of the City of Melbourne's Community Redevelopment (CRA) Districts and is therefore exempt from the distance requirements from churches and schools.
- This is an existing, developed site and therefore was not required to submit an environmental report.

Planning & Zoning Board Action

During the November 6, 2025 meeting, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Recommendation

Based on the findings contained in the Planning and Zoning Board memorandum, for a 0.20±-acre developed property zoned C-3 located on the south side of West Eau Gallie Boulevard, east of Guava Street and west of Highland Avenue, more specifically known as 587 West Eau Gallie Boulevard, Unit 103, the Planning and Zoning Board and Community Development Department recommend:

Approval of CU2025-0008, for a conditional use to allow the sale and consumption of alcoholic beverages on premises, accessory to retail cigar sales, in a 670±-square foot building unit, with the following conditions:

a. **Sales and Consumption within Building**: The sale, service and consumption of alcohol is to be located completely within the unit identified as 587 West Eau Gallie Boulevard (Unit 103). The applicant is required to maintain a 4COP Quota beverage license issued by the Division of Alcoholic Beverages & Tobacco (ABT).

b. **Accessory Use:** The sale, service and consumption of alcohol shall be accessory to retail cigar sales. If the sale, service and consumption of alcohol is not related to a principal retail sales use, a new Conditional Use will be required for the exclusive sale, service and consumption of alcohol at this address.

c. **Chapter 6 Requirements**: The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

d. **Floor Plan:** The owner/applicant shall comply with the floor plan at all times, with a maximum overall occupancy of 48 persons. A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if additional seating is requested.

e. **Occupancy**: The maximum occupancy for the building located at 587 West Eau Gallie Boulevard, Unit 103, will be 48 persons. Any increase in this occupancy limit of 48 persons will require the addition of a second bathroom facility. In addition, an increase in occupancy will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for any future modifications to the site.

g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

h. **Business Tax Receipt**: Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the additional operation of a bar/tavern at this site accessory to a retail establishment.

i. **Historic and Architectural Review Board Approval**: The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any future exterior modifications to the site.

j. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.

k. **Re-Evaluation:** A finding of violation of any of these conditions may result in re-evaluation of this conditional use by City Council. Findings of two or more major violations within any six-month period shall require an immediate re-evaluation of this conditional use by City Council.

l. **Hours of Operation:** The Office Cigar Lounge's hours of operation shall be Sunday through Thursday from 12:00 pm – 11:00 pm and Friday and Saturday from 12:00 pm – 1:00 am.

m. **Expiration of Conditional Use:** The discontinuation of use for the consumption of alcoholic beverages for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Conditional Use Request (CU2025-0008) 587 West Eau Gallie Boulevard, Unit 103 – The Office Cigar Lounge**
Date:	November 7, 2025
Owner:	LJ Real Estate Holdings, LLC
Applicant/ Representative:	Micah Rose

The Planning and Zoning Board, at its regular scheduled meeting of November 6, 2025, reviewed the above-referenced Conditional Use request.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of a conditional use allow the sale and consumption of alcoholic beverages on premises, accessory to retail cigar sales, in one 670±-square foot unit of a multi-tenant unit building, located on the south side of West Eau Gallie Boulevard, east of Guava Avenue and west of Highland Avenue, pursuant to the following findings and conditions:

Findings for Conditional Use

1. The requested Conditional Use to allow the sale and consumption of alcoholic beverages on premises, in a C-3 zoning district is consistent with the area's Mixed Use Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.

2. The site is designated as General Commercial on the Future Land Use Map and is zoned C-3. The C-3 zoning district permits a variety of commercial uses and the consumption of alcoholic beverages on premises requires a conditional use in this district. Approval of the Conditional Use for consumption of alcoholic beverages on premises is subject to specific use standards and conditions contained in Appendix B, Article VI, Section 2(Q) which ensure the proposal is consistent with City Code regulations. Staff has drafted multiple conditions that ensure the subject request is consistent with City Code requirements.

3. The proposed Conditional Use should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of

the subject property. In addition, the property is already used for commercial purposes and the consumption of alcoholic beverages will take place completely within the building located on this site. The requested Conditional Use are subject to Appendix B, Article IX, Section 5 of City Code. The Conditional Use for the on-premise consumption of alcoholic beverages is subject to additional use standards found in Appendix B, Article VI, Section 2(Q) of City Code.

4. The proposed conditional use must meet the requirements of City Code, including the consumption of alcoholic beverages on premises use standards and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed project should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:

    a. The appearance and function of the neighborhood will not be significantly lessened due to the proposed conditional use since the subject site is already used for commercial purposes and the consumption of alcoholic beverages will be in conjunction with cigar sales. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.

    b. The application does not impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.

    c. The proposed project should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of the subject property, and all regular activity will be located within the existing building at 587 West Eau Gallie Boulevard, Unit 103.

    d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues. The site is already used for commercial purposes and a condition has been added that the sale and consumption of alcoholic beverages shall be located completely inside the building unit identified as 587 West Eau Gallie Boulevard, Unit 103.

5. Adequate transportation facilities are in place to serve the subject property. The site has direct access to West Eau Gallie Boulevard. Traffic counts on nearby Eau Gallie Boulevard average 15,680 vehicle trips per day (2024).

6. The proposal is consistent with Future Land Use Element Policy 1.19.1, which states the City shall continue to promote vitality and redevelopment of the three community redevelopment areas it established pursuant to F.S. Ch. 163: the Historic Downtown Melbourne CRA, the Babcock Street CRA and the Old Eau Gallie Riverfront CRA, as directed in the respective Community Redevelopment

Plans. The proposal relates to an existing business in the Olde Eau Gallie Riverfront CRA.

7. The proposed Conditional Use is in compliance with the standards outlined in Appendix B, Article V, Section 2 (use and dimensional standards table); Appendix B, Article VI, Section 2(Q) (sale or service of alcoholic beverages for consumption on premises); and Appendix B, Article IX, Section 5 (Conditional Uses). Staff has drafted multiple conditions that ensure the subject request is consistent with City Code requirements, including ones relating to safety, noise, and occupancy standards.

8. The maximum densities/intensities for each category are identified in the Comprehensive Plan. Per Future Land Use Element Policy 1.2.1, the zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The applicant is operating this business in a developed commercial building that is zoned C-3. The subject site is an urban building located in the heart of the Olde Eau Gallie Riverfront CRA.

9. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the City. The site is already developed with commercial uses and the building is located in an intensely developed downtown urban area and multiple conditions are proposed by staff to ensure that the on-premise consumption of alcoholic beverages will not affect the surrounding area. The subject site is already used for commercial purposes and the consumption of alcoholic beverages will be in conjunction with cigar sales.

Conditions

a. **Sales and Consumption within Building**: The sale, service and consumption of alcohol is to be located completely within the unit identified as 587 West Eau Gallie Boulevard (Unit 103). The applicant is required to maintain a 4COP Quota beverage license issued by the Division of Alcoholic Beverages & Tobacco (ABT).

b. **Accessory Use:** The sale, service and consumption of alcohol shall be accessory to retail cigar sales. If the sale, service and consumption of alcohol is not related to a principal retail sales use, a new Conditional Use will be required for the exclusive sale, service and consumption of alcohol at this address.

c. **Chapter 6 Requirements**: The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

d. **Floor Plan:** The owner/applicant shall comply with the floor plan at all times, with a maximum overall occupancy of 48 persons. A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if additional seating is requested.

e. **Occupancy**: The maximum occupancy for the building located at 587 West Eau Gallie Boulevard, Unit 103, will be 48 persons. Any increase in this occupancy limit of 48 persons will require the addition of a second bathroom facility. In addition, an increase in occupancy will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for any future modifications to the site.

g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

h. **Business Tax Receipt**: Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the additional operation of a bar/tavern at this site accessory to a retail establishment.

i. **Historic and Architectural Review Board Approval**: The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any future exterior modifications to the site.

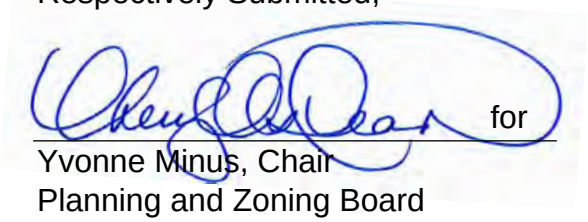
j. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.

k. **Re-Evaluation:** A finding of violation of any of these conditions may result in re-evaluation of this conditional use by City Council. Findings of two or more major violations within any six-month period shall require an immediate re-evaluation of this conditional use by City Council.

l. **Hours of Operation:** The Office Cigar Lounge's hours of operation shall be Sunday through Thursday from 12:00 pm – 11:00 pm and Friday and Saturday from 12:00 pm – 1:00 am.

m. **Expiration of Conditional Use:** The discontinuation of use for the consumption of alcoholic beverages for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

Respectively Submitted,

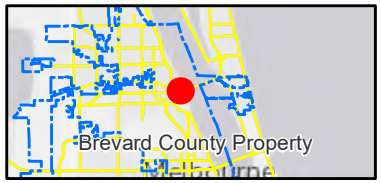


for

Yvonne Minus, Chair
Planning and Zoning Board

THE OFFICE
LOCATION MAP
CU2025-0008

GIS | City of Melbourne The Harbor City



N

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

200 0 200
Feet
1 inch = 209 feet

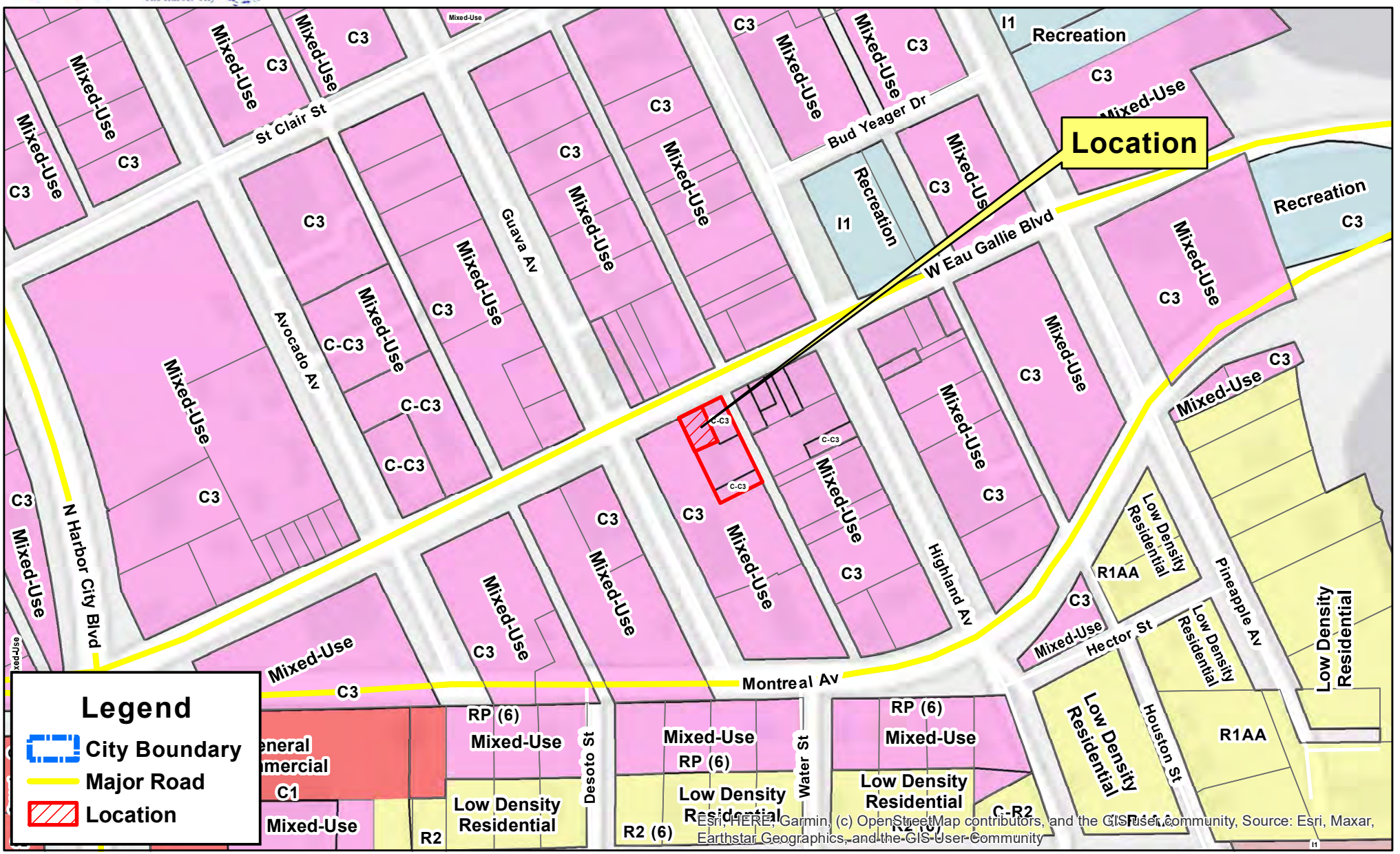


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Title: THE OFFICE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/22/2025 11:20:42 AM
Document Name: The Office LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\The Office LOCATION Map.mxd

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

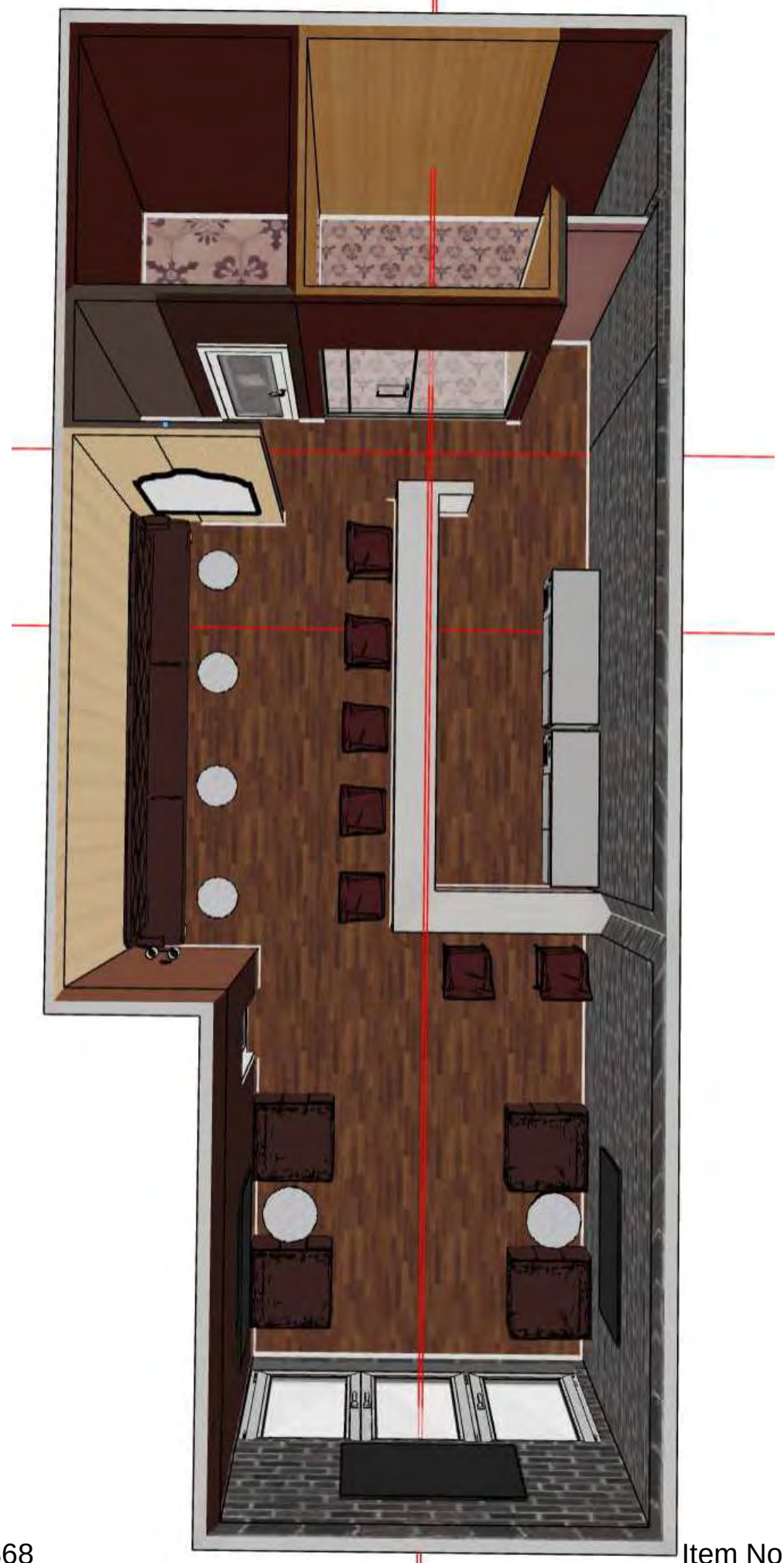
THE OFFICE
FUTURE LAND USE & ZONING MAP
CU2025-0008

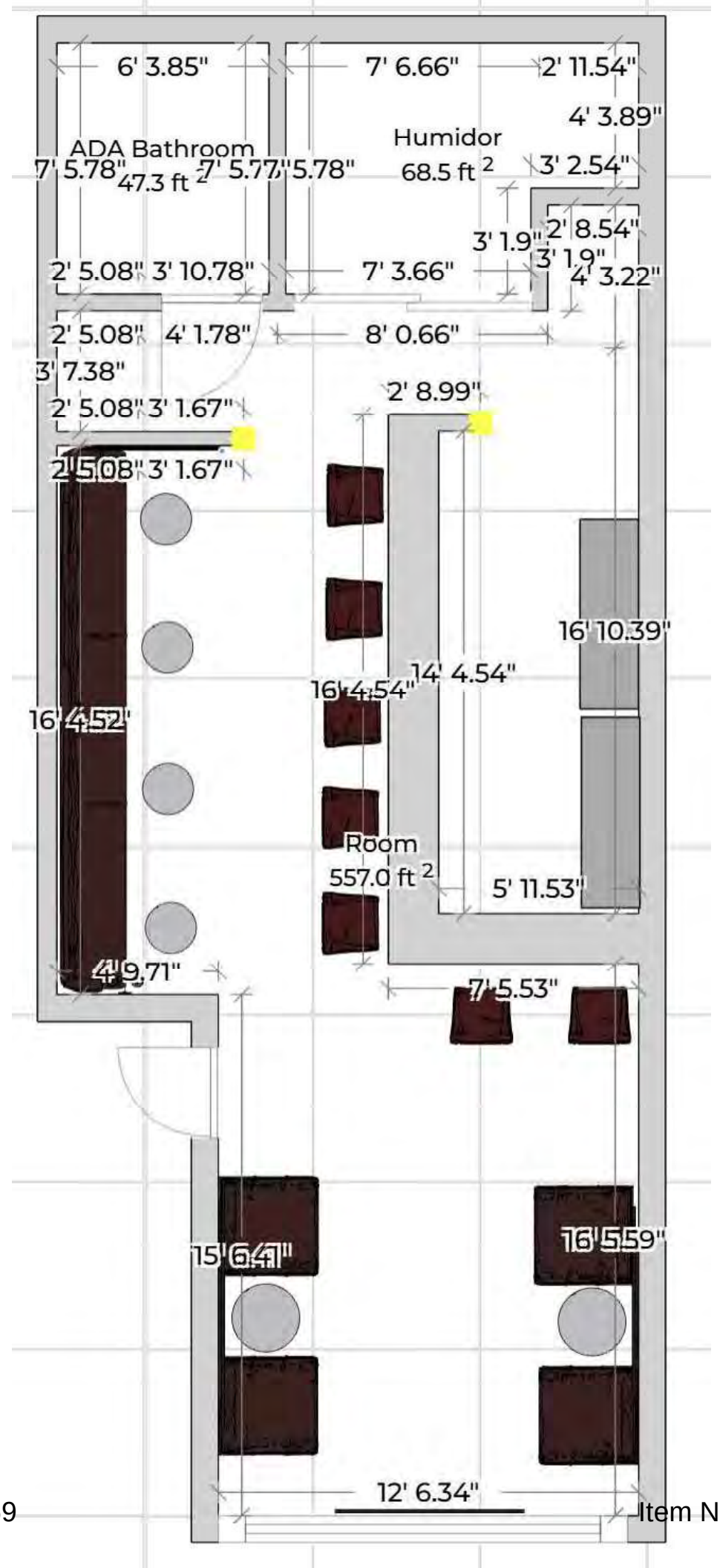


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Title: THE OFFICE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/29/2025 9:21:41 AM
Document Name: The Office FLU & Z Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\The Office FLU & Z Map.mxd

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6' 3.85"
7' 6.66"
2' 11.54"
4' 3.89"
ADA Bathroom
47.3 ft 2
Humidor
68.5 ft 2
3' 2.54"
7' 5.78"
7' 5.77"
5.78"
3' 1.9"
2' 8.54"
3' 1.9"
4' 3.22"
2' 5.08"
3' 10.78"
7' 3.66"
2' 5.08"
4' 1.78"
8' 0.66"
3' 7.38"
2' 8.99"
2' 5.08"
3' 1.67"
2' 5.08"
3' 1.67"
16' 10.39"
14' 4.54"
16' 4.54"
16' 4.52"
Room
557.0 ft 2
5' 11.53"
4' 9.71"
7' 5.53"
15' 6.41"
16' 5.59"
12' 6.34"

ORDINANCE NO. 2025-56

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY GRANTING A CONDITIONAL USE TO ALLOW FOR THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES FOR CONSUMPTION ON PREMISES (IN CONJUNCTION WITH A RETAIL CIGAR SHOP) IN A 670±-SQUARE FOOT UNIT LOCATED ON A 0.20±-ACRE PROPERTY ZONED C-3 (CENTRAL BUSINESS), LOCATED ON THE SOUTH SIDE OF WEST EAU GALLIE BOULEVARD, EAST OF GUAVA AVENUE AND WEST OF HIGHLAND AVENUE (587 WEST EAU GALLIE BOULEVARD); PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE CONDITIONAL USE GRANTED HEREIN MAY BE REVOKED BY CITY COUNCIL IF THE CONDITIONS OF APPROVAL ARE NOT MET; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-3; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU2025-0008)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by granting a conditional use to allow for the sale and service of alcoholic beverages for consumption on premises (in conjunction with a retail cigar shop) in a 670±-square foot unit located on a 0.20±-acre property zoned C-3 (Central Business), located on the south side of West Eau Gallie Boulevard, east of Guava Avenue and west of Highland Avenue (587 West Eau Gallie Avenue). The property is described as:

DESCRIPTION: PER WFG NATIONAL TITLE INSURANCE COMPANY COMMITMENT TITLE NO. 2642797FL-A

COMMENCING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 23, OF THE RECORDED VILLAGE PLAT OF EAU GALLIE, SAID PLAT BEING RECORDED IN ON MAY 19, 1884 AS PAGE 374, DEED BOOK "D", OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE GO WESTERLY ON THE NORTH BOUNDARY LINE OF LOT 6, 66 FEET; THENCE GO SOUTHERLY AT RIGHT ANGLES WITH NINTH STREET 132 FEET TO THE SOUTH BOUNDARY LINE OF LOT 5; THENCE GO EAST ALONG THE SOUTH BOUNDARY LINE OF LOT 5, 66 FEET TO THE ALLEY; THENCE GO NORTHERLY ON THE EAST BOUNDARY LINE OF SAID LOTS 5 AND 6, 132 FEET TO THE POINT OF BEGINNING; BEING A PART OF LOTS 5 AND 6, BLOCK

23, SECTION 16, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA

SECTION 2. That this ordinance is approved subject to the following conditions:

a. **Sales and Consumption within Building:** The sale, service and consumption of alcohol is to be located completely within the unit identified as 587 West Eau Gallie Boulevard (Unit 103). The applicant is required to maintain a 4COP Quota beverage license issued by the Division of Alcoholic Beverages & Tobacco (ABT).

b. **Accessory Use:** The sale, service and consumption of alcohol shall be accessory to retail cigar sales. If the sale, service and consumption of alcohol is not related to a principal retail sales use, a new Conditional Use will be required for the exclusive sale, service and consumption of alcohol at this address.

c. **Chapter 6 Requirements:** The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

d. **Floor Plan:** The owner/applicant shall comply with the floor plan at all times, with a maximum overall occupancy of 48 persons. A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if additional seating is requested.

e. **Occupancy:** The maximum occupancy for the building located at 587 West Eau Gallie Boulevard, Unit 103, will be 48 persons. Any increase in this occupancy limit of 48 persons will require the addition of a second bathroom facility. In addition, an increase in occupancy will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for any future modifications to the site.

g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

h. **Business Tax Receipt:** Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the additional operation of a bar/tavern at this site accessory to a retail establishment.

i. **Historic and Architectural Review Board Approval:** The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any future exterior modifications to the site.

j. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.

k. **Re-Evaluation:** A finding of violation of any of these conditions may result in re-evaluation of this conditional use by City Council. Findings of two or more major violations within any six-month period shall require an immediate re-evaluation of this conditional use by City Council.

l. **Hours of Operation:** The Office Cigar Lounge's hours of operation shall be Sunday through Thursday from 12:00 pm – 11:00 pm and Friday and Saturday from 12:00 pm – 1:00 am.

m. **Expiration of Conditional Use:** The discontinuation of use for the consumption of alcoholic beverages for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

SECTION 3. That the conditional use granted by this ordinance may be revoked by the City Council if the conditions of approval in Section 2. of this ordinance are not met. Such action would require notice to the property owner and a public hearing before City Council. Upon issuance of a final order by City Council revoking the conditional use granted by this ordinance, the conditional use granted herein shall expire and become null and void and the use of the premises shall revert to the previous and more restricted use classification.

SECTION 4. That the above-described property shall be designated on the Zoning Map by the symbols C-C-3 to indicate that said premises shall be restricted for that particular conditional use along with the uses permitted in a C-3 (Central Business) Zoning District.

SECTION 5. That it is hereby found and determined that the conditional use requested satisfies the criteria established in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (C) (Conditional Uses).

SECTION 6. That this ordinance shall become effective 30 days from the date of adoption of this ordinance and, if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. The amendment shall be duly recorded within five business days after the

30-day period has expired and resolution of any judicial contests or appeals.

SECTION 7. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025, and adopted on the final reading at a regular meeting of the City Council on the day of , 2025.

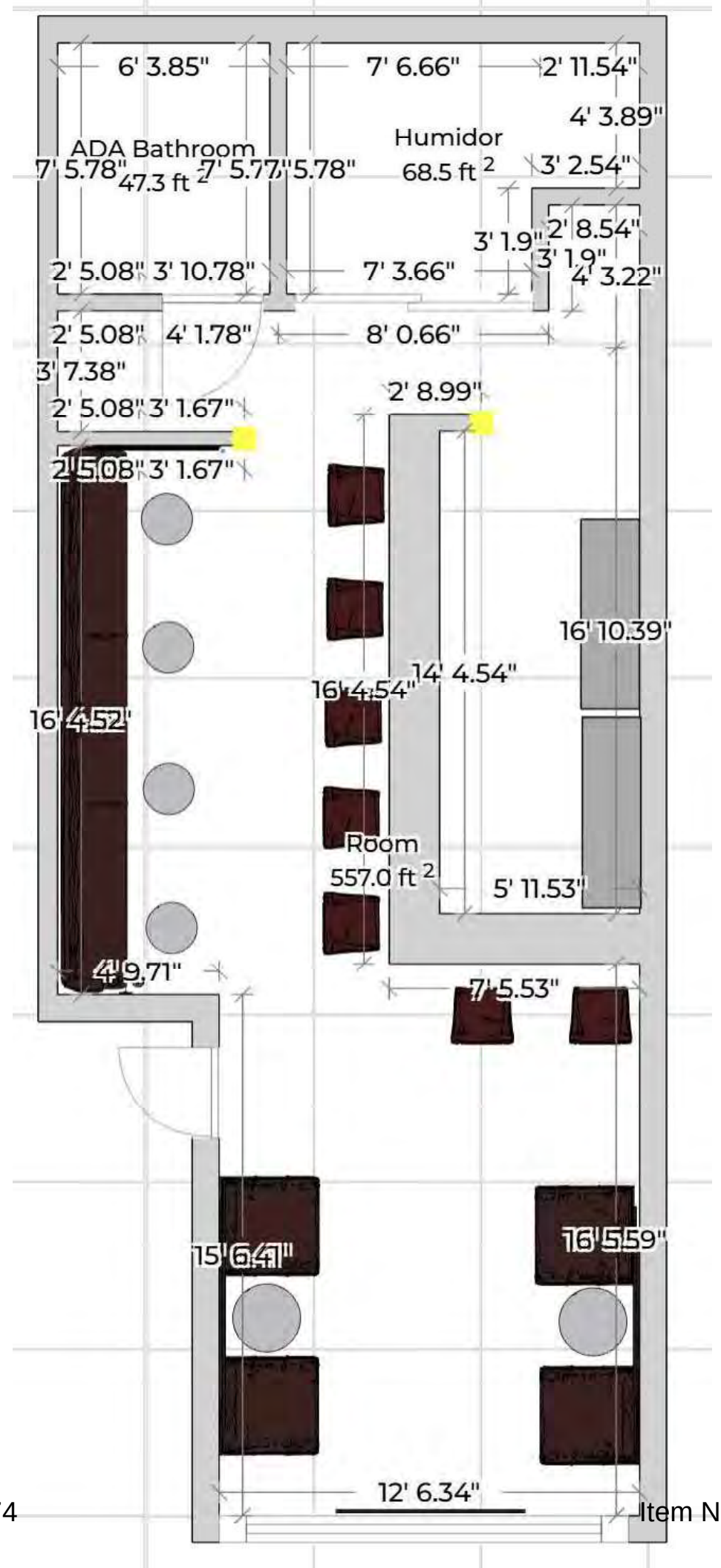
BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Floor Plan

Ordinance No. 2025-56


6' 3.85"
7' 6.66"
2' 11.54"
4' 3.89"
ADA Bathroom
47.3 ft 2
Humidor
68.5 ft 2
3' 2.54"
7' 5.78"
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7' 5.53"
15' 6.41"
16' 5.59"
12' 6.34"

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.16.

Subject:
Ordinance No. 2025-57, Conditional Use Request (CU2025-0009), 1385 Cypress Avenue, Units 101 and 103 – The Collection

Background/Consideration:
This is the first reading of an ordinance granting a conditional use to allow the sale and consumption of alcoholic beverages (beer and wine) on premises, accessory to a retail food and wine market, on 0.18±-acre developed acres, zoned C-3 (Central Business District), located on the east side of Cypress Avenue, north of Eau Gallie Boulevard and south of St. Clair Street. The property is located within City Council District 2, the Olde Eau Gallie Riverfront CRA, the Eau Gallie Activity Center, and the Central Business Overlay Zone (CB-OZ).

The request is located in a 1,500±-square foot area (Units 101 and 103) located within a multi-tenant plaza. The applicant proposes to serve beer and wine, accessory to a retail food and wine market. The on-premise consumption of alcohol (beer and wine), when not in conjunction with a restaurant, requires conditional use approval in the C-3 zoning district.

The applicant specializes in selling food and wine products from a product lounge, which will contain items for retail sale, such as oils, pastas, spices, and hot sauces available to both the public and area restaurants. The establishment will also have a wine room with different wines from Italy, France, and California. For restaurant clients, the applicant will offer custom branding for those looking to have their own products and would like to allow customers to taste/consume the wine that is being sold at this market and to host and serve wine at occasional special events. The applicant's business plan indicates the establishment will be open from 5:00 p.m. to 10:00 Thursday through Friday, 12:00 p.m. to 10:00 p.m. on Saturday, and 12:00 p.m. to 4:00 p.m. on Sunday, and these hours are a condition of approval.

The floor plan identifies a layout that can accommodate 15 persons (per the applicant's business plan), an office, one unisex bathroom, and a dry storage area. Seating includes three, two-seat tables and a sofa. Based on a mercantile use, total occupancy will be limited to no more than 19 persons. This figure could increase if the applicant submits a detailed architectural plan to the Building Department. In any case, the occupancy shall not exceed 50 persons.

The subject site is located in the urban downtown Eau Gallie area. Within a 500-foot radius of the subject property, there is a mixture of uses such as retail, office, restaurant, residential, and

institutional (a fire station). A commercial building (tattoo) is located across Cypress Avenue, and commercial uses are located to the north, south, and east of the subject site. The nearest residential use (a single-family home) is located approximately 450 feet to the northwest at 844 St. Clair Street.

Staff has added multiple conditions to the ordinance to ensure that the on-premises consumption of alcoholic beverages (beer and wine) will not affect the surrounding area. These conditions include but are not limited to: a seating allowance of 19 persons with the potential for up to 50 persons; consumption of alcohol will be entirely within the interior of the building; and two or more violations of the City's noise regulations or occupancy is a breach of the conditional use.

During the November 6, 2025 meeting, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-57, based on the findings and conditions contained in the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, Community Development Director

From: Cheryl A. Dean, AICP, Planning Manager

Re: **Conditional Use Request (CU2025-0009) 1385 Cypress Avenue, Units 101 and 103 – The Collection**

Date: November 13, 2025

Owner/Applicant/Representative

- Property Owner: Michael Spetko
- Applicant/Representative: Michael Hernandez

Proposed Action

This is a request for a conditional use approval to allow the sale and consumption of alcoholic beverages (beer and wine) on premises, accessory to a retail food and wine market, in a 1,500±-square foot area (Units 101 and 103) located on 0.18±-acre developed acres, zoned C-3 (Central Business District).

Location

The property is located on the east side of Cypress Avenue, north of Eau Gallie Boulevard and south of St. Clair Street in Township 27, Range 37, Section 25 (1385 Cypress Avenue). This property is located within City Council District 2, the Olde Eau Gallie Riverfront CRA, the Eau Gallie Activity Center, and the Central Business Overlay Zone (CB-OZ).

History

The request is located in two units of a multi-tenant building located on a portion of Lots 3 and 4, Block 43, Village Plat of Eau Gallie Subdivision (PB 0001, PG 0047), recorded in 1884. The building was constructed in 1962.

The property has a Mixed Use Future Land Use Map designation.

Adjacent Land Use and Zoning Information

Access:	Cypress Avenue, along the west property line
To the East:	Restaurant (Ciao Italian Grille and Pizza)
Zoning:	C-3
Land Use:	Mixed Use
To the North:	Commercial building
Zoning:	C-3

Land Use:	Mixed Use
To the West:	Across Cypress Avenue, commercial building
Zoning:	C-3
Land Use:	Mixed Use
To the South:	Commercial building
Zoning:	C-3
Land Use:	Mixed Use

Issues and Considerations

The applicant proposes to serve beer and wine accessory to a retail food and wine market. The on-premise consumption of alcohol (beer and wine), when not in conjunction with a restaurant, requires conditional use approval in the C-3 zoning district. The Conditional Use standards are located in Appendix B, Article IX, Section 5. Additional stipulations for the sale and consumption of alcohol on premises are presented in Appendix B, Article VI, Section 2(Q). The applicant will be required to obtain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

- Restaurant: Per City Code, a business is a "restaurant" if the sale of food and non-alcoholic beverages constitutes at least 51 percent of the gross revenue of the establishment. A restaurant must contain a fully equipped kitchen in operating condition. The kitchen must be used to prepare and serve meals for profit on a regular basis to the general public. The Collection does not meet the definition of a restaurant.

- Bar/Tavern: A business is considered a "bar/tavern" if it sells more alcoholic drinks than food and non-alcoholic beverages. A 2COP beverage license issued by the Division of Alcoholic Beverages & Tobacco (ABT) does not require the sale of food and non-alcoholic beverages.

The Site

The subject property is located in a 1,500± square foot area (Units 101 and 103) attached to other units in a building located along the east side of Cypress Avenue. The applicant's business plan states he specializes in selling food and wine products to both the public and area restaurants. The establishment will have a product lounge which will contain items for retail sale, such as oils, pastas, spices, and hot sauces. The establishment will also have a wine room with different wines from Italy, France, and California. The applicant is requesting the conditional use in order to allow customers to taste/consume the wine that is being sold at this market. The applicant will offer custom branding for clients looking to have their own products. In addition, the applicant intends to host occasional special events and a standing bar identified on the applicant's floor plan for customers. The applicant's business plan indicates the establishment will be open from 5:00 p.m. to 10:00 Thursday through Friday, 12:00 p.m. to 10:00 p.m. on Saturday, and 12:00 p.m. to 4:00 p.m. on Sunday.

The floorplan identifies a layout that can accommodate 15 persons (per the applicant's business plan), an office, one unisex bathroom, and a dry storage area. Seating

includes three two-seat tables and a 1920s sofa. Based on a mercantile use, total occupancy will be limited to no more than 19 persons. This figure could increase if the applicant submits a detailed one-bathroom architectural plan to the Building Department. In any case, the occupancy shall not exceed 50 persons.

Surrounding Area:
The Conditional Use standards require a determination that the proposed use will not be harmful to the neighborhood or otherwise detrimental to the public welfare, and are in harmony with the general purpose of the zoning ordinance. The character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such buildings, and traffic conditions in the vicinity are all factors that shall be reviewed in this determination.

The subject site is located in the urban downtown Eau Gallie area. Within a 500-foot radius of the subject property, there is a mixture of uses such as retail, office, restaurant, residential, and institutional (a fire station). A commercial building (tattoo) is located across Cypress Avenue, and commercial uses are located to the north, south, and east of the subject site. The nearest residential use (a single-family home) is located approximately 450 feet to the northwest at 844 St. Clair Street.

Multiple conditions are proposed by staff to ensure that the on-premise consumption of alcoholic beverages (beer and wine) will not affect the surrounding area. These conditions, which were discussed and determined with staff from the Code Enforcement Division and the Police Department, include:

- The consumption of beer and wine shall be accessory to a retail food and wine market;
- The discontinuation of use for consumption of alcoholic beverages for six consecutive months will result in the expiration of the conditional use;
- The consumption of alcohol shall be entirely within the interior of the building;
- Occupancy will be limited to 19 persons. This figure could increase If the applicant submits a detailed architectural plan to the Building Department. In any case, the occupancy shall not exceed 50 persons.
- Two or more violations of the City’s noise regulations is a breach of the conditional use;
- The owner/applicant shall comply with the attached floor plan;
- Building permits from the City will be required for any future interior and exterior renovations; and
- The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any applicable future exterior modifications to the site.

JPA Review Comments:
The project is not located within the Joint Planning Agreement review area.

Mobility/Concurrency:
The subject property is located in Mobility District B (Redevelopment/US 1 Corridor area). The applicant will be using the existing building footprint for this business.

Consequently, the proposal does not result in an increase of usable gross floor area. As such, the applicant is not required to construct mobility improvements or make a payment in lieu of providing the improvement. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Sanitary sewer service is also available from the City.

Summary

The applicant is required to request a conditional use for the on-premise consumption of alcoholic beverages (beer and wine), in conjunction with retail food and wine market, since the site is not operating as a restaurant per Melbourne City Code requirements.

- Since the property lies within the Olde Eau Gallie Riverfront Melbourne Community Redevelopment District (CRA), the Historic and Architectural Review Board (HARB) must approve any future exterior renovations, including painting, awnings, and signs.
- Building permits from the City will be required for any future interior and exterior renovations.
- The proposed conditional use complies with the City's Future Land Use Map and Comprehensive Plan policies, subject to the conditions of approval.
- This business is not located within five hundred (500) feet of an adult entertainment establishment as defined in Chapter 21.0 of the Melbourne City Code, or the adult entertainment district as described in Section 2(A)(3) of this article.
- This business is located within one of the City of Melbourne's Community Redevelopment (CRA) Districts and is therefore exempt from the distance requirements from churches and schools.
- This is an existing, developed site and therefore was not required to submit an environmental report.

Planning & Zoning Board Action

During the November 6, 2025 meeting, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Recommendation

Based on the findings contained in the Planning and Zoning Board memorandum, on a 0.18±-acre developed parcel zoned C-3, located on the east side of Cypress Avenue, south of Eau Gallie Boulevard and north of Orange Street, more specifically known as 1385 Cypress Avenue, the Planning and Zoning Board and Community Development Department recommend:

Approval of CU2025-0009, for a conditional use to allow the sale and consumption of alcoholic beverages (beer and wine), on premises, accessory to a retail food and wine market, in a 1,500±-square foot building area (Units 101 and 103) with the following conditions:

a. **Sales and Consumption within Building**: The sale, service and consumption of

alcohol is to be located completely within the building identified as 1385 Cypress Avenue, Units 101 and 103. The applicant is required to maintain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

b. **Accessory Use:** The sale, service and consumption of alcohol shall be accessory to retail sales (food and wine market). If the sale, service and consumption of alcohol is not related to a principal retail food sales use, a new Conditional Use will be required for the exclusive sale, service and consumption of alcohol at this address.

c. **Chapter 6 Requirements**: The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

d. **Floor Plan:** The owner/applicant shall comply with the attached floor plan at all times, with a maximum overall occupancy of 19 persons. This figure could increase if the applicant submits a detailed architectural plan to the Building Department. In any case, the occupancy shall not exceed 50 persons. A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if additional seating is requested.

e. **Occupancy**: The maximum occupancy for the unit located at 1385 Cypress Avenue (units 101 and 103) will be 19 persons. This figure could increase if the applicant submits a detailed architectural plan to the Building Department. In any case, the occupancy shall not exceed 50 persons. An increase in occupancy beyond 50 persons will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for any future modifications to the site.

g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

h. **Business Tax Receipt**: Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the additional operation of a bar/tavern at this site, accessory to a retail establishment.

i. **Historic and Architectural Review Board Approval**: The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any future exterior modifications to the site.

j. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.

k. **Re-Evaluation:** A finding of violation of any of these conditions may result in re-evaluation of this conditional use by City Council. Findings of two or more major violations within any six-month period shall require an immediate re-evaluation of this conditional use by City Council.

l. **Hours of Operation**: The Collection's hours of operation shall be Thursday and

Friday from 5:00 pm – 10:00 pm, Saturday from 12:00 pm – 10:00 pm, and Sunday from 12:00 pm – 4:00 pm.

m. Expiration of Conditional Use: The discontinuation of use for consumption of beer and wine for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Conditional Use Request (CU2025-0009) 1385 Cypress Avenue, Units 101 and 103 – The Collection**
Date:	November 7, 2025
Owner:	Michael Spetko
Applicant/ Representative:	Michael Hernandez

The Planning and Zoning Board, at its regular scheduled meeting of November 6, 2025, reviewed the above-referenced Conditional Use request.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of a conditional use to allow the sale and consumption of alcoholic beverages (beer and wine) on premises, accessory to a retail food and wine market, in a 1,500±-square foot area (Units 101 and 103) located on 0.18±-acre developed acres, zoned C-3 (Central Business District), located on the east side of Cypress Avenue, north of Eau Gallie Boulevard and south of St. Clair Street, pursuant to the following findings and conditions:

Findings for Conditional Use

1. The requested Conditional Use to allow the sale and consumption of alcoholic beverages (beer and wine) on premises, in a C-3 zoning district is consistent with the area's Mixed Use Future Land Use designation and the goals, objectives, and policies of the City's Comprehensive Plan. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.

2. The site is designated as General Commercial on the Future Land Use Map and is zoned C-3. The C-3 zoning district permits a variety of commercial uses and the consumption of alcoholic beverages on premises are conditional uses in this district. Approval of the Conditional Use for consumption of alcoholic beverages on premises is subject to specific use standards and conditions contained in Appendix B, Article VI, Section 2(Q) which ensure the proposal is consistent with City Code regulations. Staff has drafted multiple conditions that ensure the subject request is consistent with City Code requirements.

3. The proposed Conditional Use should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of the subject property. In addition, the property is already used for commercial purposes and the consumption of beer and wine will take place completely within the building located on this site. The requested Conditional Uses are subject to Appendix B, Article IX, Section 5 of City Code. The Conditional Use for the on-premise consumption of alcoholic beverages is subject to additional use standards found in Appendix B, Article VI, Section 2(Q) of City Code.

4. The proposed conditional use must meet the requirements of City Code, including the consumption of alcoholic beverages on premises use standards and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed project should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:

    a. The appearance and function of the neighborhood will not be significantly lessened due to the proposed conditional use since the subject site is already used for commercial purposes and the consumption of beer and wine will be accessory to a retail food and wine market. This finding of consistency is contingent upon the applicant strictly meeting the conditions of approval contained within the conditional use ordinance.

    b. The application does not impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.

    c. The proposed project should not change the general character of the area since a variety of commercial establishments are located in the general vicinity of the subject property, and all regular activity will be located within the existing building at 1385 Cypress Avenue.

    d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues. The site is already used for commercial purposes and a condition has been added that the sale and consumption of alcoholic beverages shall be located completely inside the building unit identified as 1385 Cypress Avenue.

5. Adequate transportation facilities are in place to serve the subject property. The site has direct access to West Eau Gallie Boulevard and U.S. Highway 1 via Cypress Avenue and Orange Street. Traffic counts on nearby Eau Gallie Boulevard average 17,300 vehicle trips per day (2024) and 44,590 (2024) on nearby US 1 (North Harbor City Boulevard).

6. The proposal is consistent with Future Land Use Element Policy 1.19.1, which states the City shall continue to promote vitality and redevelopment of the three community redevelopment areas it established pursuant to Florda Statute Ch. 163: the Historic Downtown Melbourne CRA, the Babcock Street CRA and the Old Eau Gallie Riverfront CRA, as directed in the respective Community Redevelopment Plans. The proposal relates to an existing business in the Olde Eau Gallie Riverfront CRA.

7. The proposed Conditional Use is in compliance with the standards outlined in Appendix B, Article V, Section 2 (use and dimensional standards table); Appendix B, Article VI, Section 2(Q) (sale or service of alcoholic beverages for consumption on premises); and Appendix B, Article IX, Section 5 (Conditional Uses). Staff has drafted multiple conditions that ensure the subject request is consistent with City Code requirements, including ones relating to safety, noise, and occupancy standards.

8. The maximum densities/intensities for each category are identified in the Comprehensive Plan. Per Future Land Use Element Policy 1.2.1, the zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The applicant is operating this business in a developed commercial building that is zoned C-2. The subject site is an urban building located in the heart of the Olde Eau Gallie Riverfront CRA.

9. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the City. The site is already developed with commercial uses and the building is located in an intensely developed downtown urban area and multiple conditions are proposed by staff to ensure that the on-premise consumption of alcoholic beverages will not affect the surrounding area. The subject site is already used for commercial purposes and the consumption of beer and wine will be accessory to a retail food and wine market.

Conditions

a. **Sales and Consumption within Building**: The sale, service and consumption of alcohol is to be located completely within the building identified as 1385 Cypress Avenue, Units 101 and 103. The applicant is required to maintain a 2COP beverage license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

b. **Accessory Use:** The sale, service and consumption of alcohol shall be accessory to retail sales (food and wine market). If the sale, service and consumption of alcohol is not related to a principal retail food sales use, a new Conditional Use will be required for the exclusive sale, service and consumption of alcohol at this address.

c. **Chapter 6 Requirements**: The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

d. **Floor Plan:** The owner/applicant shall comply with the attached floor plan at all times, with a maximum overall occupancy of 19 persons. This figure could increase if the applicant submits a detailed architectural plan to the Building Department. In any case, the occupancy shall not exceed 50 persons. A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if additional seating is requested.

e. **Occupancy**: The maximum occupancy for the unit located at 1385 Cypress Avenue (units 101 and 103) will be 19 persons. This figure could increase if the applicant submits a detailed architectural plan to the Building Department. In any case, the occupancy shall not exceed 50 persons. An increase in occupancy beyond 50 persons will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for any future modifications to the site.

g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

h. **Business Tax Receipt**: Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the additional operation of a bar/tavern at this site, accessory to a retail establishment.

i. **Historic and Architectural Review Board Approval**: The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any future exterior modifications to the site.

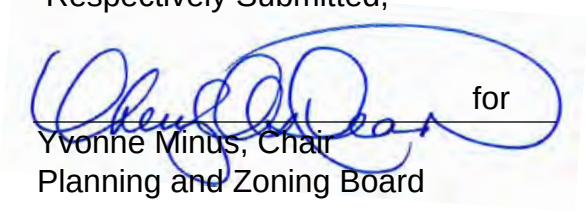
j. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.

k. **Re-Evaluation:** A finding of violation of any of these conditions may result in re-evaluation of this conditional use by City Council. Findings of two or more major violations within any six-month period shall require an immediate re-evaluation of this conditional use by City Council.

l. **Hours of Operation**: The Collection's hours of operation shall be Thursday and Friday from 5:00 pm – 10:00 pm, Saturday from 12:00 pm – 10:00 pm, and Sunday from 12:00 pm – 4:00 pm.

m. **Expiration of Conditional Use:** The discontinuation of use for consumption of beer and wine for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

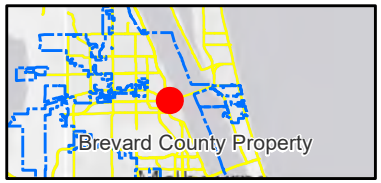
Respectively Submitted,



for

Yvonne Minus, Chair
Planning and Zoning Board

THE COLLECTION
LOCATION MAP
CU2025-0009

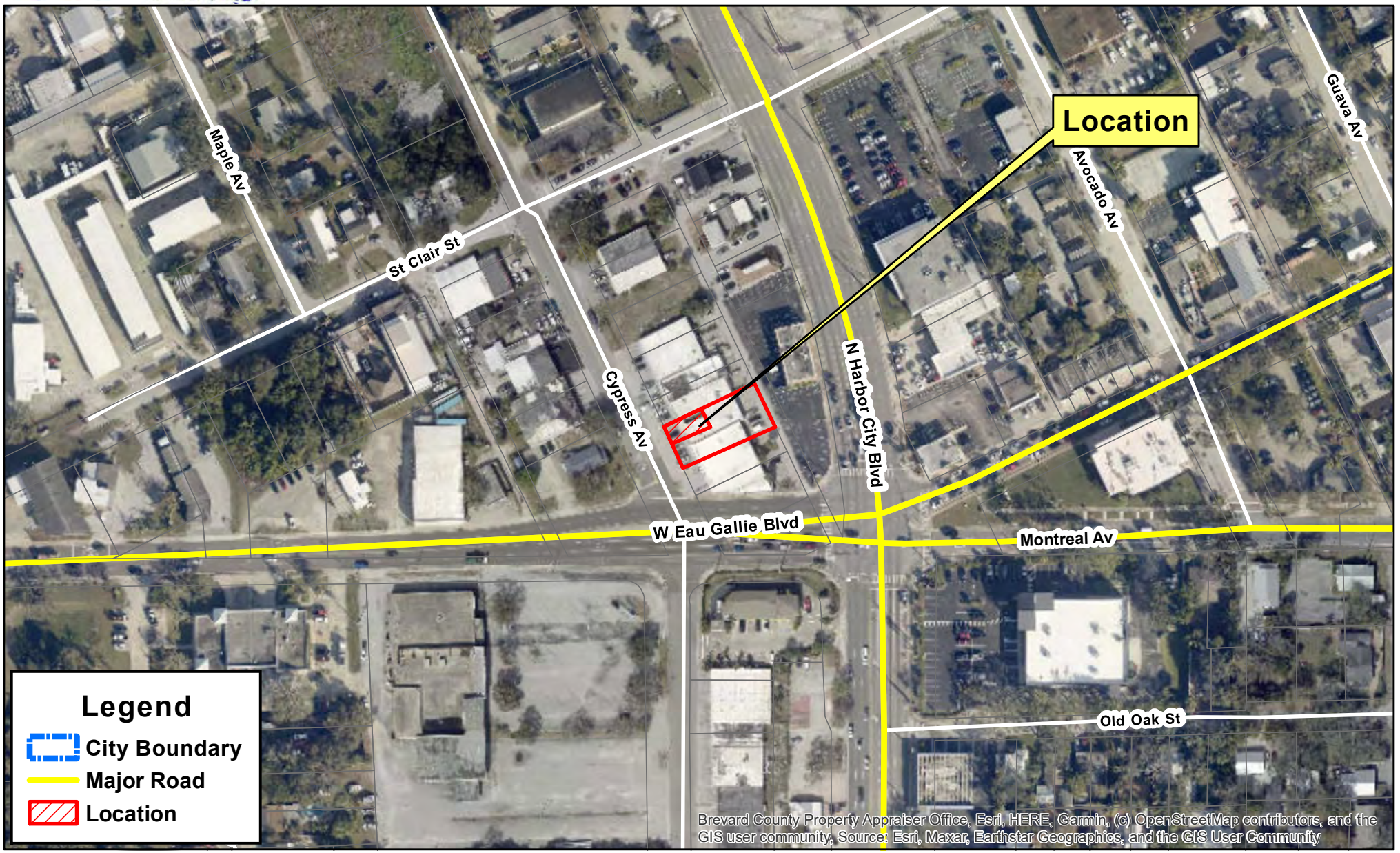


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GIS Portal: *https://maps.mlbfl.org/arcgis*
ArcGIS Online: *https://mgis.maps.arcgis.com*

190 0 190 Feet

1 inch = 200 feet

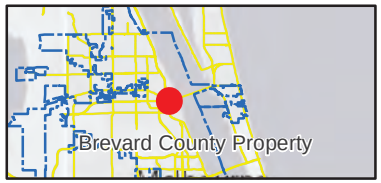


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Title: THE COLLECTION
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/22/2025 11:15:01 AM
Document Name: The Collection LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\The Collection LOCATION Map.mxd

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THE COLLECTION
FUTURE LAND USE & ZONING MAP
CU2025-0009



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

190 0 190
Feet
1 inch = 200 feet

Location

Legend
City Boundary
Major Road
Location

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

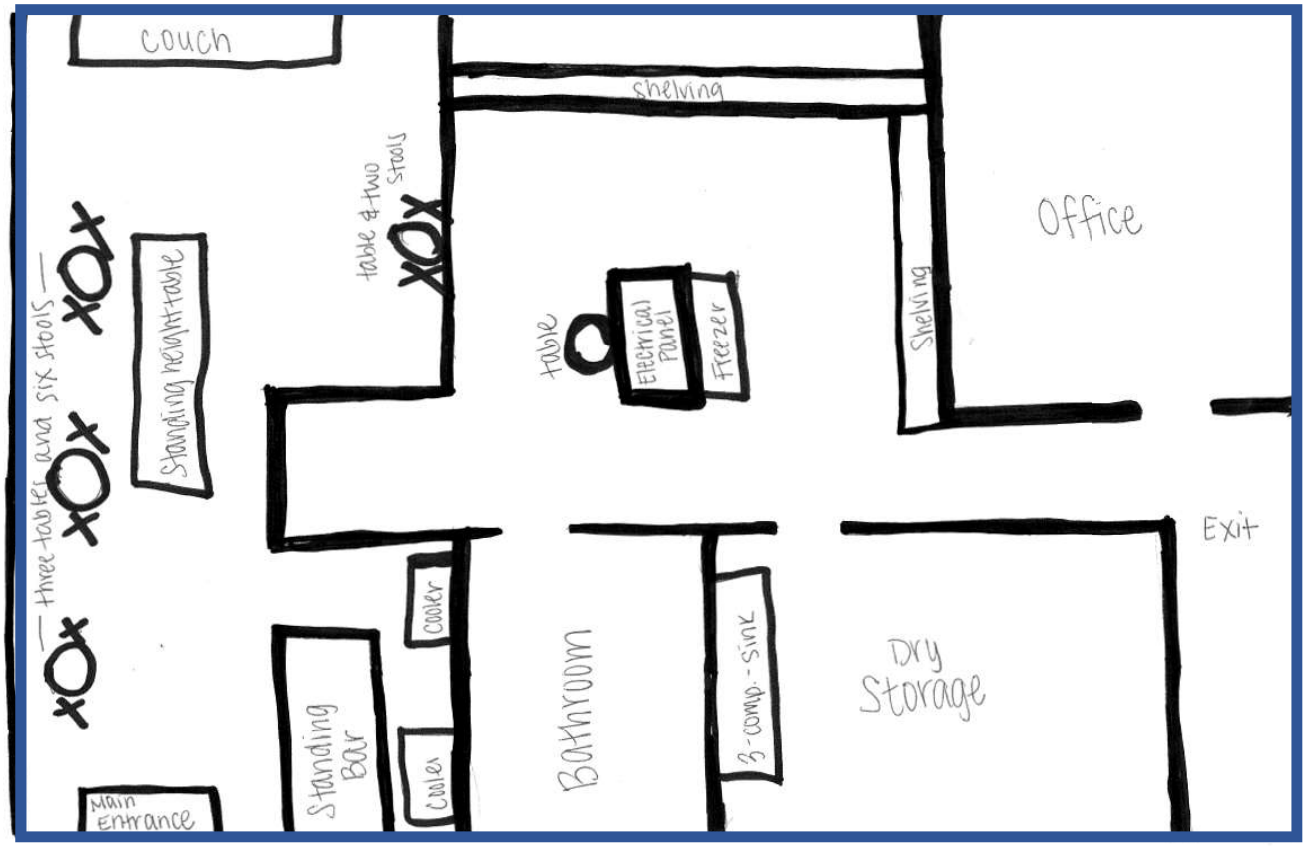
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Title: THE COLLECTION
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 1:51:19 PM
Document Name: The Collection FLU & Z Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\The Collection FLU & Z Map.mxd

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THE COLLECTION: FLOOR PLAN

CYPRESS AVENUE



ORDINANCE NO. 2025-57

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY GRANTING A CONDITIONAL USE TO ALLOW FOR THE SALE AND SERVICE OF ALCOHOLIC BEVERAGES (BEER AND WINE) FOR CONSUMPTION ON PREMISES (IN CONJUNCTION WITH A RETAIL FOOD AND WINE MARKET) IN A 1,500±-SQUARE FOOT AREA (UNITS 101 AND 103) LOCATED ON A 0.18±-ACRE PROPERTY ZONED C-3 (CENTRAL BUSINESS), LOCATED ON THE EAST SIDE OF CYPRESS AVENUE, NORTH OF EAU GALLIE BOULEVARD AND SOUTH OF ST. CLAIR STREET (1385 CYPRESS AVENUE); PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE CONDITIONAL USE GRANTED HEREIN MAY BE REVOKED BY CITY COUNCIL IF THE CONDITIONS OF APPROVAL ARE NOT MET; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-C-3; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU2025-0009)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by granting a conditional use to allow for the sale and service of alcoholic beverages (beer and wine) for consumption on premises (in conjunction with a retail food and wine market) in a 1,500±-square foot area (units 101 and 103 located on a 0.18±-acre property zoned C-3 (Central Business), located on the east side of Cypress Avenue, north of Eau Gallie Boulevard and south of St. Clair Street (1385 Cypress Avenue). The property is described as:

EAU GALLIE, VILLAGE PLAT OF PART OF LOTS 3 & 4 AS DES IN ORB 510 PG 611 BLK 43.

MORE SPECIFICALLY, UNITS 101 and 103.

SECTION 2. That this ordinance is approved subject to the following conditions:

a. **Sales and Consumption within Building:** The sale, service and consumption of alcohol is to be located completely within the building identified as 1385 Cypress Avenue, Units 101 and 103. The applicant is required to maintain a 2COP beverage

license (beer and wine service only) issued by the Division of Alcoholic Beverages & Tobacco (ABT).

b. **Accessory Use:** The sale, service and consumption of alcohol shall be accessory to retail sales (food and wine market). If the sale, service and consumption of alcohol is not related to a principal retail food sales use, a new Conditional Use will be required for the exclusive sale, service and consumption of alcohol at this address.

c. **Chapter 6 Requirements:** The applicant, its employees and its agents shall follow the City Code requirements outlined in Chapter 6, Alcoholic Beverages.

d. **Floor Plan:** The owner/applicant shall comply with the attached floor plan at all times, with a maximum overall occupancy of 19 persons. This figure could increase if the applicant submits a detailed architectural plan to the Building Department. In any case, the occupancy shall not exceed 50 persons. A re-evaluation of the conditional use for consumption of alcoholic beverages will be required if additional seating is requested.

e. **Occupancy:** The maximum occupancy for the building located at 1385 Cypress Avenue will be 19 persons. This figure could increase if the applicant submits a detailed architectural plan to the Building Department. In any case, the occupancy shall not exceed 50 persons. An increase in occupancy beyond 50 persons will require a re-evaluation of the conditional use by the Planning and Zoning Board and City Council. Two or more occupant load violations in any 365-day period is a breach of this Conditional Use and will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

f. **Building Code Requirements:** The applicant/owner must meet all applicable building code requirements for any future modifications to the site.

g. **Noise Violation:** Two or more violations of the City's noise regulations is a breach of this conditional use. Such violations will trigger an immediate re-evaluation of the conditional use by the Planning and Zoning Board and City Council.

h. **Business Tax Receipt:** Within 30 days of the issuance of the Final Order for the Conditional Use, the applicant must obtain a Business Tax Receipt for the additional operation of a bar/tavern at this site, accessory to a retail establishment.

i. **Historic and Architectural Review Board Approval:** The applicant/owner must receive Historic and Architectural Review Board (HARB) approval for any future exterior modifications to the site.

j. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.

k. **Re-Evaluation:** A finding of violation of any of these conditions may result in re-evaluation of this conditional use by City Council. Findings of two or more major

violations within any six-month period shall require an immediate re-evaluation of this conditional use by City Council.

l. **Hours of Operation:** The Collection's hours of operation shall be Thursday and Friday from 5:00 pm – 10:00 pm, Saturday from 12:00 pm – 10:00 pm, and Sunday from 12:00 pm – 4:00 pm.

m. **Expiration of Conditional Use:** The discontinuation of use for consumption of beer and wine for six consecutive months will result in the expiration of the conditional use. Failure to establish this use within six months will also result in the expiration of the conditional use.

SECTION 3. That the conditional use granted by this ordinance may be revoked by the City Council if the conditions of approval in Section 2. of this ordinance are not met. Such action would require notice to the property owner and a public hearing before City Council. Upon issuance of a final order by City Council revoking the conditional use granted by this ordinance, the conditional use granted herein shall expire and become null and void and the use of the premises shall revert to the previous and more restricted use classification.

SECTION 4. That the above-described property shall be designated on the Zoning Map by the symbols C-C-3 to indicate that said premises shall be restricted for that particular conditional use along with the uses permitted in a C-3 (Central Business) Zoning District.

SECTION 5. That it is hereby found and determined that the conditional use requested satisfies the criteria established in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (C) (Conditional Uses).

SECTION 6. That this ordinance shall become effective 30 days from the date of adoption of this ordinance and, if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. The amendment shall be duly recorded within five business days after the 30-day period has expired and resolution of any judicial contests or appeals.

SECTION 7. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025, and adopted on the final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

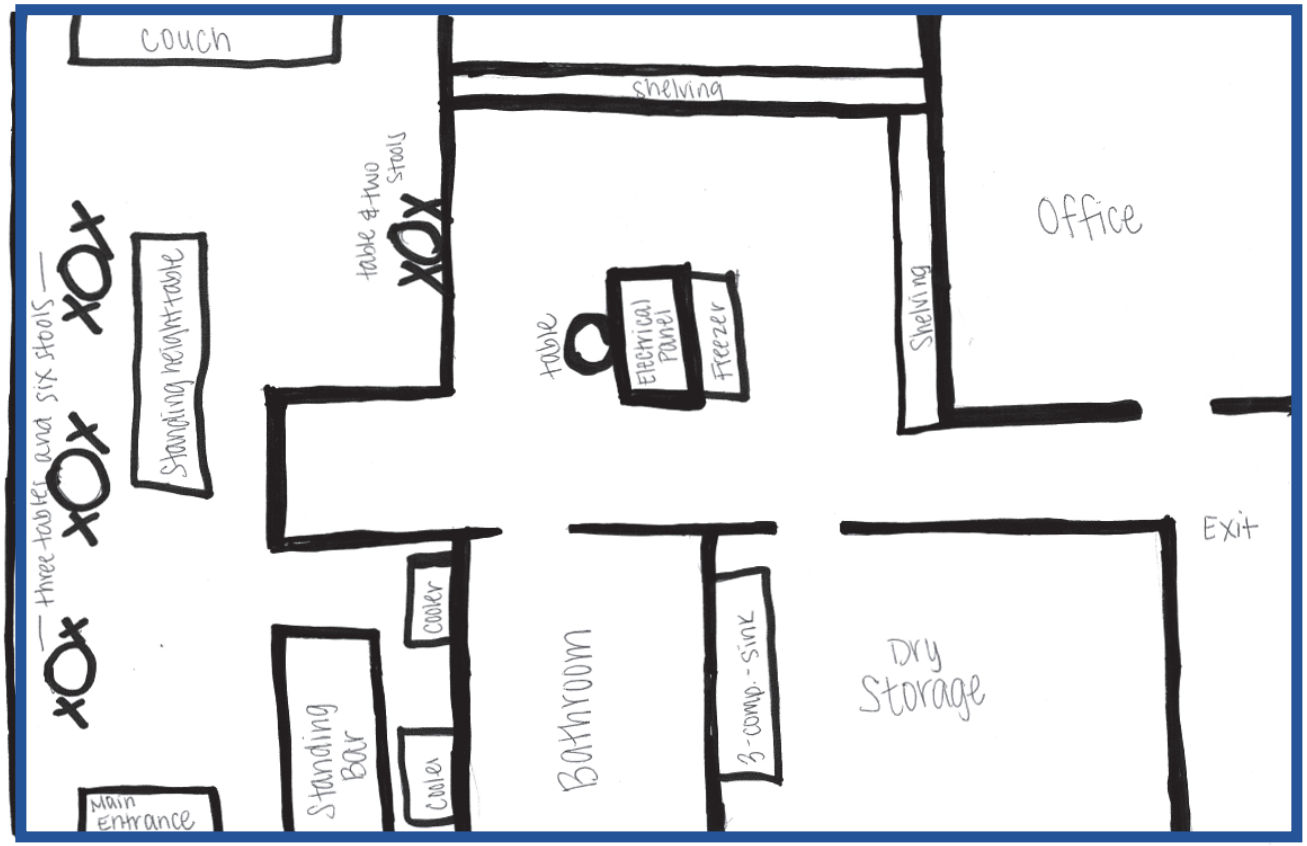
[CITY SEAL]

Attachment: Floor Plan

Ordinance No. 2025-57

THE COLLECTION: FLOOR PLAN

CYPRESS AVENUE



Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.17.

Subject:
Ordinance No. 2025-58, Affordable Housing Updates

Background/Consideration:
This is the first reading of an ordinance amending City Code, Appendix B 'Zoning', Article V 'District Regulations', Section 4, 'Affordable Housing Development'; as it relates to changes made to Florida Statutes Chapter 166 (Live Local Act) in 2024 and 2025.

In 2023, new and existing affordable housing standards were moved into one centralized location under the Use and Dimensional Standards in City Code (located in Appendix B, Article V, Section 4). Incentive options currently in City Code include reduced zoning and land development regulation standards, deferral/waiver of impact fees, and density bonus/Live Local Act allowances. To be affordable, code language identifies that at least 30% of the dwelling units must be occupied by households with annual incomes at or below 120 percent of the median annual income for the Metropolitan Statistical Areas (MSA). City Code maintains the minimum 30% requirement for residential zoning districts; a minimum of 40% for affordable housing development under the Live Local Act, and an allowance for developments below 10% with reduced incentive options.

Since 2023, the Florida Legislature has made additional revisions to Chapter 166, F.S. The proposed ordinance incorporates the additional changes, required and optional, made in 2024 and 2025. All changes will be located within Section 4, Affordable Housing.

Permitting affordable housing development on property owned by a religious institution: In 2025, modifications were made to Chapter 166, F.S., which permits local governments to allow affordable housing on parcels that are owned by a religious institution that contain a house of public worship. The proposed revision will permit affordable housing development on I-1 (Institutional District) zoned properties that have an active house of worship on the property. I-1 zoned parcels are typically larger and not located within predominantly single-family residential areas whereas some houses of worship are located in single-family residential zoned districts with a conditional use.

Limiting affordable housing (Live Local Act projects) in the vicinity of the Melbourne Orlando International Airport: In 2024, Chapter 166 F.S. and Chapter 333 F.S. were amended to limit affordable housing development (Live Local Act projects) near airports and in certain areas extending from the end of runways for a distance of 10,000 feet. Language to not allow Live Local Act housing in these areas is proposed under this text amendment.

Parking space requirements for two-bedroom units and larger: In 2025, revisions were made to Chapter 166 F.S., changing the percentage that could be requested by a developer (15%) in regard to reducing parking requirements for proposed affordable housing projects. Accordingly, parking requirements will be modified for two-bedroom units and larger to meet the 15% threshold, allowing a parking ratio of 1.7 spaces per unit. A reduction in parking spaces is currently provided for studio and one-bedroom units.

Removing the density bonus provision in regard to the maximum density permitted for Live Local Act projects: In 2024, Chapter 166 F.S was modified such that allowable density means the density prescribed for the property without additional requirements. Accordingly, language granting a 30% bonus for the maximum density permitted in the C-3 District is proposed to be deleted from Code. This change will denote the maximum density allowed in the C-3 District is strictly 100 units per acre and does not include any density bonus implemented for non-Live Local Act projects.

Limiting the maximum height in circumstances where the proposed development is adjacent to single-family homes: In 2024, Chapter 166 F.S. was modified so that the maximum height for an affordable housing development could be limited if the proposed development is adjacent, on two sides, to a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes. Language is proposed that will limit affordable housing development to the maximum height allowed within a zoning district, as noted in Table 1B of the Zoning Code when such development is adjacent to single family neighborhoods (typically 36 feet). A Conditional Use request for additional height is only permitted within the C-3 (Central Business District) zoning classification.

Adding a maximum FAR for mixed-use projects: In 2024, Chapter 166 F.S. was modified so that the city must allow a floor area ratio (FAR) of 150% of the highest currently allowed floor area ratio. Language identifying this FAR percentage is proposed to be incorporated with this text amendment.

Additional Revisions: A revision is proposed to add language regarding expediting permits for affordable housing developments. This is currently an administrative policy in effect since 2004 and is being codified for clarity. In addition, minor formatting changes were also made to Sections (A) and (C).

On November 6, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the proposed ordinance.

The Affordable Housing Advisory Committee will meet on December 2, 2025, to consider the impact of the code changes to affordable housing.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-58, based upon the findings contained in the Planning and Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Sandy Ramseth, AICP, Planner

Re: **Finding of Consistency (FOC2025-0004), and Zoning Text Amendment (TEXT2025-0011): Modifications to Appendix B, Article V, Section 4, Affordable Housing Development**

Date: November 13, 2025

Owner/Applicant/Representative

- Applicant – City of Melbourne

Proposed Actions

Amend City Code, Part III, Appendix B, Article V, Section 4, Affordable Housing Development; as it relates to changes made to Florida Statutes Chapter 166 (Live Local Act) in 2024 and 2025.

Location

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

History

Following is the history of the affordable housing regulations and Live Local Act revisions:

- 1994: Ord.1994-40. City Code residential use standards for affordable housing established by Ord. 94-40. This ordinance defined affordable housing and created the R-1B zoning district for single-family residential development.
- 2010: Ord. 2010-14. Amended affordable housing development standards by adding required percentages of affordable housing dwelling units based on income levels, and reduced building setbacks, parking requirements, and landscape buffers.
- 2019: Ord. 2019-18. Amended City Code to provide an impact fee deferral allowance for all impact fees assessed to affordable housing developments.
- 2021: September 29, 2021 - City Council acknowledged receipt of the State Housing Initiatives Partnership (SHIP) 2021 Annual Review and Recommendation Report and provided guidance to enact code changes to encourage the development of affordable housing.
- 2022: City Council adopted new development standards as incentives to affordable housing development (FOC2023-0002, TEXT2023-0003, TEXT2023-0004/ Ordinance No. 2022-01).

- 2022: City Council discussed additional incentives related to density bonus, density allowance and impact fee waiver for all fees excluding water and sewer.
- 2023: (July 1): The Live Local Act was signed into law (CS/SB 102; Ch. 2023-17).
- 2023: A resolution amending the Comprehensive Plan was transmitted by City Council with the incentive changes in January (Resolution No. 4139).
- 2023: City Council amended City Code to help incentivize affordable housing development and comply with legislative mandates for affordable housing (Live Local Act).

Current Affordable Housing Incentive Summary

In 2023, new and existing affordable housing standards were moved into one centralized location under the Use and Dimensional Standards in City Code (located in Appendix B, Article V, Section 4). The following summary provides information pertaining to the incentive options currently in City Code.

Affordable Housing Development. The Affordable Housing Development section identifies the minimum number of units that are required to qualify as "affordable housing development". To be affordable, code language identifies that at least 30% of the dwelling units must be occupied by households with annual incomes at or below 120 percent of the median annual income for the Palm Bay-Melbourne, Titusville Metropolitan Statistical Areas (MSA). City Code maintains the minimum 30% requirement for residential zoning districts; however, for affordable housing development under the Live Local Act, a minimum of 40% of the total dwelling units must be affordable.

Options. Specific incentive options include:

- *Zoning and Land Development Regulations.* There are standards in City Code that reduce parking spaces and building setbacks, eliminate the increased setback along rights-of-way for multi-story buildings, and reduce the buffer requirement abutting single-family residential lots.
- *Deferral and Waiver of Impact Fees*. When a developer requests a deferral of impact fees, the deferral allowances are identified by eligible household income categories (100% for very low, 50% for low, and 25% for moderate); and the section also provides for a method to waive certain impact fees (for low- and very-low-income households) at the completion of the affordability period.
- *Density Bonus*. This incentive option is only considered for properties within the R-1B, R-2, and R-3 zoning districts and allows for a 30% density bonus. The proposed table categorizes the maximum affordable housing density bonus by future land use map classification.
- *Live Local Act Allowances*. This incentive option is only considered for properties with commercial, mixed-use and/or industrial zoning. This incentive permits the following: the maximum density allowance for affordable housing development (ultimately 130 units per acre); the maximum height allowance of 3 stories (City Code allows 4 floors and up to 48 feet tall), except properties within one mile of C-3 zoning (8 floors and up to 96 feet tall); and requiring that mixed-use developments provide at least 65 percent of the total square footage to residential purposes.

Proposed Affordable Housing Changes

Since 2023, when Section 4, Affordable Housing Development was included in City Code to implement the Live Local Act, the Florida Legislature has made additional revisions to Chapter 166, F.S. This proposed Code amendment incorporates the additional changes made in 2024 and 2025.

Permitting affordable housing development on property owned by a religious institution

In 2025, modifications were made to Chapter 166, F.S., which permits local governments to allow affordable housing on parcels that are owned by a religious institution that contains a house of public worship. The proposed revision to Section 4 of City Code will permit affordable housing development on I-1 (Institutional District) zoned properties which have an active house of worship on the property. A revision has been made to Sec. 4(B) to specify the incentive options available for properties that are zoned I-1. In addition, a minimum lot size requirement has been incorporated into Table 1E for properties zoned I-1.

The Comprehensive Plan contains a Future Land Use Map component that establishes a long-range planning horizon to 2045. Future Land Use Element Objective 1.7 states the City shall assure that needed public and institutional services and facilities are developed concurrent with new development. The allowance for a threshold of at least 40 percent of affordable housing units is based upon the long-range planning goals for affordable housing and institutional uses established in the Comprehensive Plan. A threshold of less than the proposed 40 percent, would excessively reduce the amount of land set aside for institutional purposes in the City by changing the use of these properties to a market rate residential use. The 40 percent threshold is consistent with Comprehensive Plan goal of providing affordable housing within the city. Housing Element Objective 1.2 states the City shall encourage and assist the private sector in the provision of safe, clean, and affordable housing for workforce and low and moderate-income households.

Limiting affordable housing (Live Local Act projects) in the vicinity of the Melbourne Orlando International Airport

In 2024, Chapter 166 F.S. and Chapter 333 F.S was amended to limit affordable housing development (Live Local Act projects) near airports and in certain areas extending from the end of runways for a distance of 10,000 feet. Language to not allow Live Local Act housing in these areas is proposed to be incorporated into Section 4, Affordable Housing Development.

Parking space requirements for two-bedroom units and for units with more than two bedrooms

In 2025, revisions were made to Chapter 166 F.S., changing the percentage that could be requested by a developer (15%) in regard to reducing parking requirements for proposed affordable housing projects. Accordingly, parking requirements were modified for two-bedroom units and for units with more than two bedrooms to meet the 15% threshold. This language now sets the parking ratio at 1.7 spaces per each of the above referenced apartment sizes to meet this new language.

Removing the density bonus provision in regard to the maximum density permitted for Live Local Act projects

In 2024, Chapter 166 F.S was modified such that allowable density means the density prescribed for the property without additional requirements. Accordingly, language granting a 30% bonus for the maximum density permitted in the C-3 District is proposed to be deleted from Code. This change will denote the maximum density allowed in the C-3 District is strictly 100 units per acre and does not include any density bonus implemented for non-Live Local Act projects.

Limiting the maximum height in circumstances where the proposed development is adjacent to single family homes

In 2024, Chapter 166 F.S. was modified so that the maximum height for an affordable housing development could be limited if the proposed development is adjacent, on two sides, to a parcel zoned for single-family residential use that is within a single-family residential development with at least 25 contiguous single-family homes. Language is proposed that will limit affordable housing development to the maximum height allowed within a zoning district, as noted in Table 1B of the Zoning Code when such development is adjacent to single family neighborhoods. A Conditional Use for additional height is only permitted within the C-3 (Central Business District) zoning classification.

Adding a maximum FAR for mixed use projects

In 2024, Chapter 166 F.S. was modified so that the city must allow a floor area ratio (FAR) of 150% of the highest currently allowed floor area ratio. Language identifying this FAR percentage is proposed to be incorporated into Section 4, Affordable Housing Development.

Additional Revisions

A revision is proposed to add language regarding expediting permits for affordable housing developments. This is currently an administrative policy in effect since 2004 and is being codified for clarity. In addition, minor formatting changes were also made to Sections (A) and (C).

Business Impact Statement

A business impact statement is required since portions of the changes in the statutes were optional.

Finding of Consistency

The proposed modifications to City Code, Part III, Appendix B, Article 5, Section 4, Affordable Housing Development are consistent with the City's Comprehensive Plan. Specifically, the proposal is consistent with Goal 1 of the Housing Element, which states the City shall encourage and promote the provision of affordable, safe, and sanitary housing to meet the needs of the present and future population of the City. The proposed revisions are also consistent with Housing Element Objective 1.2, which states the City shall encourage and assist the private sector in the provision of safe, clean, and affordable housing for workforce and low and moderate-income households.

Planning and Zoning Board Action

On November 6, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendments.

The Affordable Housing Advisory Committee will meet on December 2, 2025, to consider the impact of the code changes to affordable housing.

Recommendation

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

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Finding of Consistency (FOC2025-0004), and Zoning Text Amendment (TEXT2025-0011): Modifications to Appendix B, Article V, Section 4, Affordable Housing Development**
Date:	November 7, 2025
Applicant:	City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting of November 6, 2025, reviewed the above Finding of Consistency and Text Amendment requests.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of FOC2025-0004 and TEXT2025-0011, for amendments to City Code, Part III, Appendix B, Article V, Section 4, Affordable Housing Development; as it relates to changes made to Florida Statutes Chapter 166 (Live Local Act) in 2024 and 2025. The Planning and Zoning Board's recommendation is based upon the following findings:

Findings for the Proposed Text Amendment

1. The proposed modifications to City Code are consistent with the goals and objectives of the Comprehensive Plan and will assist in the execution of policies within the Comprehensive Plan. The proposed revisions will implement policy language that enhances the application of affordable housing regulations within the City of Melbourne. The proposed revisions will enhance these regulations by providing incentives and reducing development barriers.
2. The proposed revisions address recent legislative changes to Florida Statutes. The proposed City Code revisions are consistent with F.S. 166.04151, both the previously amended sections and those portions modified by legislative revisions to the Live Local Act in 2024 and 2025. The proposed modifications, which are consistent with the Live Local Act, limit affordable housing development in the vicinity of the Melbourne Orlando International Airport and set a maximum FAR for mixed use projects.
3. The proposed Code changes are consistent with Housing Element Policy 1.2.2, which states the City shall encourage and assist the private sector in the provision of safe, clean, and affordable housing for workforce, very-low-, low- and moderate-income households. The proposal will encourage the provision of affordable and workforce housing within the City. The proposed Code modifications will assist the private sector in the provision of affordable housing by reducing development barriers and providing incentives.

4. The proposed revisions are consistent with Housing Element Policy 1.2.4, which states the City shall continue implementing regulations in the Land Development Code to provide incentives to developments with affordable housing and workforce housing units while analyzing their effectiveness. These incentives could include, but are not limited to, increased densities; flexible development regulations; and deferment, subsidy and/or waiver of building permit fees, impact fees and inspection fees. The Code changes reduce the required number of parking spaces for two-bedroom units and for units with more than two bedrooms. The revisions also clarify the maximum allowable density permitted for Live Local projects.

5. The proposed changes are consistent with Housing Element Policy 1.2.5 which states the City shall encourage the provision of affordable housing in infill/redevelopment areas by providing incentives. The City shall also encourage the development of affordable housing in the Community Redevelopment Districts. The proposed revisions protect adjacent single-family neighborhoods by limiting the maximum permitted height for affordable housing development projects in locales where the proposed project is adjacent on two sides to single family homes.

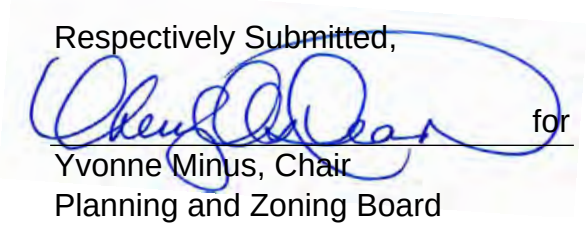
6. The proposal will have no adverse effect on the City's ability to provide adequate public services and facilities. The proposed changes will assist in the implementation of City Code requirements for affordable housing. The modifications will support the construction of affordable housing development within the City of Melbourne.

7. The proposed changes will not significantly change the general character of the City, cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments, as the revisions reinforce the administration of City Code requirements. Specifically, the proposed modifications enhance affordable housing standards in City Code while encouraging the provision of affordable housing within Melbourne.

8. The subject modifications will further development and redevelopment efforts by making City Code more user-friendly to property owners, the development community, and City staff. The proposed modifications will encourage the development of affordable housing developments within the city.

9. The proposed changes are consistent with City Code's purpose of promoting the health, safety, education, cultural and economic welfare of the public by improving Code requirements regarding the provision of affordable housing. The proposed changes are also consistent with F.S. 166.04151, both the previously amended sections and those portions modified by legislative changes made to the Live Local Act in 2024 and 2025.

Respectively Submitted,



for

Yvonne Minus, Chair
Planning and Zoning Board

Business Impact Estimate

To: Jenni Lamb, P.E., City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Sandy Ramseth, AICP, Planner

Date: March 18, 2025

Re: Ordinance No. 2025-58 – Zoning Text Amendment (TEXT2025-0011) Affordable Housing Update

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Summary of the Proposed Ordinance

The proposed makes revisions and updates to the "Affordable Housing Development" section of City Code in order to: expands where affordable housing can develop, protect the Melbourne Orlando International airport runway zones, reduce parking requirements for 2-bedroom or greater affordable units, protects established single-family neighborhoods from projects with height, provides additional floor area ratio allowances for mixed use development, and to remove and/or revise language that is ambiguous or antiquated in practice. The ordinance also adds language regarding expediting permits for affordable housing developments.

The proposed revisions address recent legislative changes to Florida Statutes. The proposed City Code revisions are consistent with F.S. 166.04151, both the previously amended sections and those portions modified by legislative revisions to the Live Local Act in 2024 and 2025. Several changes were mandatory for local governments to adopt while also providing for optional areas for local governments to decide whether or not to adopt. With this text amendment, the city is adopting all required legislative changes and is additionally choosing to allow affordable housing on parcels zoned I-1 (Institutional) that are owned by a religious institution that contains a house of public worship. I-1 zoned parcels tend to be larger in size and not located within predominantly single-family residential areas.

The 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 known 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, or for which businesses will be financially responsible.

Costs for the City's regulatory enforcement are unknown and cannot be reasonably estimated at this time.

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

The proposed ordinance deals with affordable housing development within the City of Melbourne. Any impact to businesses by the proposed ordinance is secondary, and does not implicate negative enforcement possibilities for businesses.

ORDINANCE NO. 2025-58

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO AFFORDABLE HOUSING DEVELOPMENT; MAKING FINDINGS; AMENDING APPENDIX B OF THE CITY CODE, ENTITLED “ZONING”; AMENDING ARTICLE V, DISTRICT REGULATIONS; AMENDING SECTION 4, AFFORDABLE HOUSING DEVELOPMENT; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (FOC2025-0004/ TEXT2025-0011)

WHEREAS, in 2023, new and existing affordable housing standards were moved into one centralized location under Appendix B, Article V, Section 4 of the City Code in order to implement the Live Local Act; and

WHEREAS, since that time, the Florida Legislature has made additional revisions to Chapter 166, Florida Statutes, which requires and allows the City of Melbourne to incorporate certain changes into the current code; and

WHEREAS, the City of Melbourne continues to be supportive of affordable housing and has incorporated changes now allowed by these recent Florida Statute changes; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed this ordinance at its meeting on November 6, 2025, conducted a public hearing with regard to this ordinance, and found same to be consistent with the City of Melbourne Comprehensive Plan; and

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

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

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

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

APPENDIX B. ZONING

* * * *

ARTICLE V. DISTRICT REGULATIONS

* * * *

Sec. 4. Affordable housing development.

This section describes options and incentives for affordable housing development along with the process and approvals necessary to obtain these allowances, compliance and monitoring, and enforcement. Unless otherwise stated, terms are defined in appendix B, article II.

Affordable housing includes residential or mixed-use developments containing residential units that are occupied by households with annual incomes at or below 120 percent of the median annual income for the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area. These categories include moderate-income household, low-income household and very-low-income household, as defined.

(A) *Applicability*. A development may be considered as an affordable housing development, based upon the total number of units set aside for a qualified household, as defined.

* * * *

(2) For multi-family and mixed-use residential development proposed in the R-P, C-1A, C-1, C-2, C-3, C-P, C-E, M-1, and M-2, at least 40 percent of the dwelling units upon completion shall be occupied by households with annual incomes at or below 120 percent of the median annual income for the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area.

(3) Multi-family and mixed-use residential development proposed in R-P, C-1A, C-1, C-3, and C-P zoning districts with at least 10~~%~~ percent of the dwelling units and less than 40~~%~~ percent of the dwelling units upon completion, shall be occupied by households with annual incomes at or below 120 percent of the median annual income for the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area.

(4) In the I-1 zoning district, for multi-family development proposed on properties owned by a religious institution as defined in F.S. § 170.201(2), which contains an active house of public worship as a principal use, at least 40 percent of the dwelling units upon completion shall be occupied by households with annual incomes at or below 120 percent of the median

annual income for the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area.

(5) An affordable housing development as identified in F.S. § 166.04151(7) may not be located near a runway at the Melbourne Orlando International Airport within one quarter of a mile laterally from the runway edge and within an area that is the width of one-quarter of a mile extending at right angles from the end of the runway for a distance of 10,000 feet of any existing runway or planned runway identified in the Airport Master Plan.

(B) *Incentive options to develop affordable housing.* To promote affordable housing development, there are optional incentives available for the development. All options require an affordable housing use certificate. A development may utilize one or more of the applicable options.

	Zoning/Land Development Regulations for Affordable Housing	Impact Fee Deferral/Waiver	Density Bonus	Live Local Act Allowances
* * * *				
Live Local Act: As referenced in sec. 4(A)(2), ~~M~~multi-family and mixed-use residential uses in R-P, C-1A, C-1, C-2, C-3, C-P, C-E, M-1, M-2	Administrative Approval	Administrative Approval	N/A (Allowed the highest density permitted in city)	Administrative Approval
As referenced in sec. 4(A)(3), ~~M~~multi-family and mixed-use residential uses not meeting Live Local Act in R-P, C-1A, C-1, C-3, C-P	N/A	Administrative Approval	N/A	N/A
As referenced in sec. 4(A)(4), multi-family residential uses in I-1	Administrative Approval	Administrative Approval	Administrative Approval (Allowed Medium	N/A

			Density Residential)	

(C) *Provisions for affordable housing incentive options.* This section further describes optional incentives available for the development of affordable housing.

~~(1) This section further describes optional incentives available for the development of affordable housing.~~

(~~2~~1) Use of specific zoning standards and land development regulations for affordable housing. This option is available for all zoning categories that permit residential development or provided under the Live Local Act allowance.

* * * *

(b) The development of single-, two-, three- family residential, townhomes, and multi-family, mixed-use residential affordable housing in R-1B, R-2, R-3, R-P, C-1A, C-1, C-2, C-P, C-E, M-1, M-2, and I-1 zoning districts shall comply with minimum living area as identified in Table 1A below, setbacks as identified in Table 1B below, parking as identified in table 1C below, landscaping/amenities as identified in Table 1D below and dimensional standards as identified in Table 1E below.

* * * *

Table 1C: Parking*	
* * * *	
Two-bedroom dwelling units (moderate income)	~~Two~~ 1.7 parking spaces each
Dwelling units with more than two bedrooms	~~Two~~ 1.7 parking spaces each
* * * *	

* * * *

Table 1E: Dimensional Standards					
	Single-family[1]	Two-family	Three-family	Townhouses	Multi-family
Minimum lot area (sq. ft.)	5,000	8,000	10,000	1,800	7,000

					20,000 in I-1
* * * *					

* * * *

(3) *Density bonus*. Density bonus may only be considered for properties with R-1B, R-2, ~~and~~ R-3, and I-1 zoning, if located within a future land use map classification that provides for a residential density.

Based upon the future land use designation on the property, the following residential units per acre (upa) could be permitted for affordable housing utilizing the 30 percent density bonus:

Future Land Use	Activity Center	Non-Affordable Housing Density Permitted	Affordable Housing Density Bonus*
* * * *			
Medium Density Residential including properties zoned I-1	N/A	15 units per acre	19.5 units per acre
* * * *			

(4) *Live Local Act allowances.* The following special development allowances may only be considered for multi-family and mixed-use residential development where at least 40 percent of the units occupied by households with annual incomes at or below 120 percent of the median annual income for the Palm Bay-Melbourne-Titusville Metropolitan Statistical Area, in the following zoning districts: R-P, C-1A, C-1, C-2, C-3, C-P, C-E, M-1, and M-2.

(a) Density. The maximum density permitted shall not exceed the maximum density permitted within the city, currently 100 units per acre. ~~However, in order to provide an optional density bonus within the C-3 zoning district above the permitted 100 units per acre, this section grants all developments within subsection (4) above a maximum density of 130 units per acre.~~

(b) Height. The maximum height permitted is consistent with Table 1E in this section, unless the development is located within one-mile of a C-3 zoning district, which permits a maximum height of eight floors or up to 96 feet in height.

Notwithstanding, if the proposed development is adjacent on two or more sides to a parcel zoned for single-family residential use that is

within a single-family residential development with at least 25 contiguous single-family homes the maximum height will be restricted to the maximum height allowed in appendix B, article V, section 2, Tables 2A and 2B. A conditional use for additional height shall only be permitted on properties zoned C-3.

(c) Mixed use development requirements. For mixed-use residential projects, at least 65 percent of the total square footage for all building area must be used for residential purposes. For mixed use development projects, the maximum permitted floor area ratio (FAR) shall not exceed 150% of the maximum FAR permitted within the city, currently a FAR of 6.0.

* * * *

(D) *Affordability period.*

(1) The duration of the affordability period for an eligible affordable housing development on property zoned R-1AAA, R-1AA, R-1A, R-1B, R-2, ~~or~~ R-3, and I-1 is outlined in the following table based upon the number of options selected for the proposed development.

* * * *

(J) *Expedited review*. All development permits for affordable housing development shall be expedited through the review and approval process.

* * * *

SECTION 3. Severability and Interpretation.

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

(b) That in interpreting this ordinance, underlined words indicate additions to existing text and ~~stricken words~~ indicate deletions from existing text. Asterisks (* * * *) indicate an omission from the ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the

Code of Ordinances denoted by the asterisks and not set forth in this ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

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

SECTION 5. That this ordinance was passed on first reading at a regular meeting of the City Council on the day of , 2025, and adopted on the second and final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-58

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Financial Services
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.18.

Subject:
An ordinance amending water and sewer impact fees.

Background/Consideration:
At the September 25, 2025 City Council meeting, City Council approved five consecutive annual increases of 10.5% to water rates and 7% to wastewater rates, effective October 1, 2025 and each October 1 through 2029. Adopting rates at these amounts was critical to meeting revenue requirements for bond covenants and avoiding negatively impacting the City's Water and Sewer Fund's operating reserves. During this meeting and the preceding meetings prior to adoption, City staff and the City's rate consultant, Raftelis Financial Consultants, Inc. (Raftelis), announced that a similar recommendation for water and sewer impact fees was forthcoming to update the impact fee rates last updated in 2012. The 2025 Water and Sewer Impact Fee Report prepared by Raftelis is attached.

As noted on Page 10 of the attached 2025 Water and Sewer Impact Fee Report, the City's water impact fee is recommended to be increased from $1,540 per equivalent residential unit (ERU) to $2,755, an increase of 79%, and the City's sewer impact fee is recommended to be increased from $2,210 per ERU to $4,165, an 88% increase. During the 2025 Florida Legislative Session, House Bill (HB) 579 was approved and signed into law with an effective date of January 1, 2026, which amends the process in which "extraordinary circumstances" may be used, both increasing the requirement of the approval of the enacting ordinance from a two-thirds majority of the legislative body to a unanimous vote of the legislative body, and preventing those jurisdictions that have not previously approved an increase in the previous four-year period from using "extraordinary circumstances" after January 1, 2026. Based upon the last review of the City's impact fee ordinances, these changes would effectively limit the City's recommended increases to both impact fees to 12.5% annually over a four-year period as required under 163.31801.

It became apparent during the finalization of the Impact Fee Report that the recommended increases exceeded those allowable under current State law without the use of the "extraordinary circumstances" provision of the Florida Impact Fee Act, which allows for the full increase to be placed in effect with a two-thirds vote of the legislative body on the enacting ordinance, two publicly-noticed workshops, and justification of the "extraordinary circumstances" requiring increases than those allowable under the statute. City Council held the first of the two required workshops at 5:30 PM on November 13, 2025, and will hold the second of such workshops at 5:30 PM on November 25, 2025, prior to the beginning of the regularly scheduled council meeting in which the first reading of this

ordinance is considered.

In developing the ordinance enacting the recommended impact fee increases, the City's rate consultant provided four (4) factors to consider in exercising the "extraordinary circumstances" provision of the existing language:

1. Population growth in excess of the State of Florida average population growth.
2. Development growth in excess of the State of Florida average growth.
3. Expansion of the utility's service area.
4. Cost of capital improvement cost increases and the impact on utility rates.

While the 2025 Water and Wastewater Rate Study included a conservative estimate of development growth, the City's Community Development Department provided an updated 2025 Local Government Request Form provided to the local school board for growth estimates that assumed an increase in the number of units in the City of Melbourne over the five-year study period of 9,041 ERUs. Based upon this magnitude of development, far exceeding historical development averages for the City, the amount of lost impact fee revenues is forecast to be approximately $10 million, or 2.6% of utility rate revenues over that period of time.

Additionally, recent capital improvement projects (CIP) have grossly exceeded initial estimates. For example, the Reverse Osmosis Water Treatment Plant Expansion project, initially forecast for approximately $40 million in cost in the FY 2022-2023 Adopted Budget CIP, but more recently forecast to be $95 million based upon design estimates as provided by the City's engineering consultant. As this experience has been felt across most of the City's forecast capital expenses, it comes as no surprise as the CIP has grown from $300 million during the FY 2022-2023 budget preparation process to over $500 million in the most recent 2026 Fiscal Year budget preparation process.

The attached Ordinance requires two readings. This is the first of two readings. In accordance with 163.31801, the new water and sewer impact fees would not go into effect until 90 days following the adoption of the ordinance. Impact fees are paid at the time of building permit issuance. Applicants receiving a building permit prior to the effective date will not be impacted. Applicants who have received some level of entitlement (i.e. zoning or land use amendment, site plan approval, conditional use approval) but have not been issued a permit by the City prior to the effective date will be subject to the revised water and sewer impact fees.

Fiscal/Budget Impact:
Additional detail regarding the financial impacts of this ordinance can be found throughout the 2025 Water and Sewer Impact Fee Report.

Requested Action:
Approval of Ordinance No. 2025-59.

ORDINANCE NO. 2025-59

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO WATER AND SEWER IMPACT FEES; MAKING FINDINGS; AMENDING CHAPTER 58 OF THE CITY CODE, ENTITLED “UTILITIES”; AMENDING SECTION 58-131 ENTITLED “WATER IMPACT FEES”; AND AMENDING SECTION 58-242 ENTITLED “SEWER IMPACT FEES”; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapters 163 and 166, Florida Statutes, provide municipalities with broad home rule powers, including the authority to impose and collect impact fees; and

WHEREAS, Section 163.31801, Florida Statutes, known as the Florida Impact Fee Act, establishes uniform standards for the adoption of impact fees and requires that such fees satisfy the dual rational nexus test, which requires (1) a reasonable connection between the need for additional capital facilities and the growth generated by new development, and (2) a reasonable connection between the expenditure of impact fee revenues and the benefits received by new development; and

WHEREAS, Section 166.0421, Florida Statutes, prescribes the procedures for adoption of ordinances by municipalities and the City has complied with all such requirements; and

WHEREAS, the City has not updated its water and sewer impact fees since the adoption of Ordinance 2012-19 in May 2012, which established the current fee structure, and the existing fee schedules no longer bear a reasonable relationship to the costs of providing capital facilities and services; and

WHEREAS, the City retained the firm of Raftelis Financial Consultants, Inc. to study the demonstrated need to update the City of Melbourne’s existing water and wastewater impact fees

and to establish the proportionate share of new development's demand for capital improvements to these facilities; and

WHEREAS, Raftelis Financial Consultants, Inc. has prepared the "City of Melbourne Water and Wastewater Rate and Impact Fee Study" dated October 31, 2025 (hereinafter the "Impact Fee Study") which demonstrates that the impact fees set forth in the Impact Fee Study have a reasonable connection, or rational nexus, between the anticipated need for additional facilities and the growth in population; and

WHEREAS, the Impact Fee Study demonstrates extraordinary circumstances justifying exemption from the statutory phase-in requirements of Section 163.31801(6), Florida Statutes, including: (1) development growth forecasted to be in excess of the City's historical average and (2) major capital facility needs and cost of capital improvement cost increases and their impact on utility rates; and

WHEREAS, the City Council held two publicly noticed workshops on November 13, 2025 and November 25, 2025, to consider the Impact Fee Study and the extraordinary circumstances necessitating an increase to impact fees to exceed the phase-in limitations set forth in Section 163.31801, Florida Statutes, in compliance with Section 163.31801(6)(g), Florida Statutes; and

WHEREAS, the City Council hereby accepts and adopts the "City of Melbourne Water and Wastewater Rate and Impact Fee Study" dated October 31, 2025, and methodology for the impact fee changes adopted by this Ordinance; and

WHEREAS, based upon the findings and conclusions in the Impact Fee Study and the relevant case law, and after considering all information and comment provided at the publicly noticed workshops and hearings, the City Council finds that extraordinary circumstances exist in the City of Melbourne and that adoption of the updated impact fee schedule in excess of the statutory phase-in limitations set forth in Section 163.31801(6), Florida Statutes is necessary and

it ensures that new development bears a proportionate share of required capital facility costs, and is supported by competent substantial evidence in the record; and

WHEREAS, the City Council finds that the impact fees adopted by this Ordinance are in the best interest of and for the health, safety and welfare of the citizens of the City of Melbourne and users of the City utility system and are consistent with the requirements of Florida Law.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. Findings. That the above recitals are true and correct and incorporated herein as legislative findings of the City Council. Further, the City Council makes the following findings in support of the adoption of this Ordinance and determination that extraordinary circumstances exist, necessitating an increase to impact fees to exceed the phase-in limitations set forth in Section 163.31801, Florida Statutes, in compliance with Section 163.31801(6)(g), Florida Statutes:

A. There exists significant inflation in the cost of construction for water production capital projects. Generating new capacity at the City's water production facility costs $16.97 per gallon, compared to $5.87 per gallon for existing capacity. Bids for construction of public facilities are significantly exceeding initial estimates with the current Capital Improvement Projects of over $500 million compared to $300 million in 2023.

B. The City plans to invest approximately $245 million, net of grant funding, in future treatment and transmission improvements for both water production and wastewater treatment. The City is in the process of upgrades and expansions to the Joe Mullins Reverse Osmosis Water Treatment Plant. Major projects for the wastewater system include various improvements at the Grant Street WRF and

several force main extensions and lift station upgrades to accommodate additional connections and flows.

C. There has been a significant increase in major capital facility needs and the cost of capital improvements. The impacts of these needs and cost increases on utility rates are evident by Ordinance 2025-46, increasing rates on existing ratepayers by 10.5% for water and 8.0% for wastewater each year during the study period.

D. Significant development growth for the City's utility service areas is forecasted in excess of the City's historical growth, with 5,068 equivalent residential connections expected during the study period, as reported on the Brevard County School Board's 2025 Local Government Request Form, leading to a significant growth in the demand for public facilities.

SECTION 2. That Section 58-131 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 58-131. Water impact fees.

(a) *Service to properties or customers.* Each customer requesting potable water capacity from the city's water system shall, prior to the installation of the connection to the water main, pay the following amounts to provide service to properties or customers and to all customers presently connected to the city's water system when additional development, structural changes, additions or changes in permitted use shall result in an additional impact to the city's water system. Water impact fees shall not be transferable from one property to another property.

(1) *Single-family residence*. All development which is considered an individually metered residential unit shall be considered one equivalent residential connection (ERC). The water impact fee per one ERC shall be ~~$1,540.00~~ $2,755.00.

(2) *Multiple-family, condominium, mobile home trailer and motor home parks, including all related facilities not having individual water meter connections, or other multiple living units or developments of mobile-type homes.* The water impact fees for each living unit served by a master meter shall be determined in accordance with the following schedule. If the development served by the master meter includes individually metered nonresidential use, then the water impact fee for such individually metered nonresidential use will be determined in addition to the applicable water impact fees as shown below for this customer designation.

	ERC Factor per Living Unit	Water Impact Fee
Duplex (1 or 2 bedrooms)	0.833	~~$1,283.00~~ $2,295.00
Duplex (3 or more bedrooms)	1.000	~~$1,540.00~~ $2,755.00
Multifamily (1 bedroom)	0.583	~~$898.00~~ $1,606.00
Multifamily (efficiency less than 500 square feet)	0.500	~~$770.00~~ $1,378.00
Multifamily (2 bedrooms)	0.833	~~$1,283.00~~ $2,295.00
Multifamily (3 or more bedrooms)	1.000	~~$1,540.00~~ $2,755.00
Mobile home (1 or 2 bedrooms)	0.667	~~$1,027.00~~ $1,838.00
Mobile home (3 or more bedrooms)	0.833	~~$1,283.00~~ $2,295.00

(3) *Hotels and motels not having individual water connections*. The water impact fees for each unit that is not individually metered shall be considered as 0.75 ERCs per unit. The water impact fee per each unit shall be ~~$1,155.00~~ $2,066.00 per unit.

(4) *Housing for older persons not having individual water connections*. The water impact fees for each unit of housing as defined by F.S § 760.29, as amended from time to time, that is not individually metered shall be considered as 0.75 ERCs per unit. The water impact fee per each unit of housing shall be ~~$1,155.00~~ $2,066.00 per unit.

(5) *Commercial connections.*

a. For all commercial and nonresidential connections not specifically identified in one of the classifications listed above, the water impact fees shall be based on the average dependable daily capacity for the development of the property identified by the applicant and certified for the applicant by a registered state professional engineer using the city's potable water concurrency standards in appendix D, article IV, chapter 3, section 3.46, and as approved by the city expressed on a gallons per day basis multiplied by ~~$6.417~~ $11.479 per gallon of capacity. In no event will the water impact fee charged to a commercial customer property be less than ~~$1,540.00~~ $2,755.00. For each commercial customer that is presently connected to the city's water system that constructs structural changes, additions, or changes in permitted use of such property that shall result in additional capacity impact to the city's water system, the water impact fee shall be based on the net increase in the average dependable daily capacity for the structural changes, additions, or changes in permitted use as determined above expressed on a gallons per day basis multiplied by ~~$6.417~~ $11.479 per gallon of capacity.

* * * *

SECTION 3. That Section 58-242 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 58-242. Sewer impact fees; cost of extension.

(a) *Service to properties or customers.* Each customer requesting sewer capacity from the city's sewer system shall, prior to connection to the system, pay the following amounts to provide service to properties and on all properties presently connected to the city's sewer system when structural changes, additions or changes in permitted use shall result in an additional impact to the city's sewer system. Sewer impact fees will not be transferable from one property to another property.

(1) *Single-family residence*. All development which is considered an individually metered residential unit shall be considered one equivalent residential connection (ERC). The sewer impact fee per ERC shall be ~~$2,210.00~~ $4,165.00.

(2) *Multiple-family, condominium, mobile home trailer and motor home parks, including all related facilities not having individual sewer connections, or other multiple living units or developments of mobile-type homes.* The sewer impact fees for each living unit serviced by a master meter shall be determined in accordance with the following schedule. If the development served by the master meter includes individually metered nonresidential use, then the sewer impact fee for such nonresidential use will be determined in addition to the applicable sewer impact fees as shown below for this customer designation.

	ERC Factor per Living Unit	~~Water~~ Sewer Impact Fee
Duplex (1 or 2 bedrooms)	0.833	~~$1,841.00~~ $3,469.00
Duplex (3 or more bedrooms)	1.000	~~$2,210.00~~ $4,165.00
Multifamily (1 bedroom)	0.583	~~$1,288.00~~ $2,428.00
Multifamily (efficiency less than 500 square feet)	0.500	~~$,1,105.00~~ $2,083.00
Multifamily (2 bedrooms)	0.833	~~$1,841.00~~ $3,469.00
Multifamily (3 or more bedrooms)	1.000	~~$2,210.00~~ $4,165.00
Mobile home (1 or 2 bedrooms)	0.667	~~$1,474.00~~ $2,778.00
Mobile home (3 or more bedrooms)	0.833	~~$1,841.00~~ $3,469.00

(3) *Hotels and motels not having individual sewer connections*. The sewer impact fees for each unit that is not individually metered shall be considered as 0.75 ERCs per unit. The sewer impact fee per each unit shall be ~~$1,658.00~~ $3,124.00 per unit.

(4) *Housing for older persons not having individual sewer connections*. The sewer impact fees for each unit of housing as defined by F.S § 760.29, as amended from time to time, that is not individually metered shall be considered as 0.75 ERCs per unit. The sewer impact fee per each unit of housing shall be ~~$1,658.00~~ $3,124.00 per unit.

(5) *Commercial connections.*

a. For all commercial and nonresidential connections not specifically identified in one of the classifications listed above, the sewer impact fees shall be based on the average dependable daily capacity for the development of the property identified by the applicant and certified for the applicant by a registered state professional engineer using the city's potable water concurrency standards in appendix D, article IV, chapter 3, and as approved by the city expressed on a gallons per day basis multiplied by ~~$9.208~~ $17.354 per gallon of capacity. In no event will the sewer impact fee charged to a commercial customer property be less than ~~$2,210.00~~ $4,165.00. For each commercial customer that is presently connected to the city's sewer system that constructs structural changes, additions, or changes in permitted use of such property that shall result in additional capacity impact to the city's sewer system, the sewer impact fee shall be based on the net increase in the average dependable daily capacity for the structural changes, additions, or changes in permitted use as determined above expressed on a gallons per day basis multiplied by ~~$9.208~~ $17.354 per gallon of capacity.

* * * *

SECTION 4. Severability/Interpretation Clause.

(a) That in the event that any term, provision, clause, sentence or section of this ordinance shall be held by a court of competent jurisdiction to be partially or wholly unenforceable or invalid for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this ordinance, and this ordinance shall be read and/or applied as if the invalid, illegal, or unenforceable term, provision, clause, sentence or section did not exist.

(b) That in interpreting the provisions of this ordinance, words underlined are additions to existing text. Words ~~stricken through~~ are deletions from the existing text in Code. Asterisks (* * * *) indicate a deletion from the ordinance of text, which exists in the Code of Ordinances. It is

intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

SECTION 5. That in compliance with Section 163.31801, Florida Statutes, the updated impact fees adopted herein shall apply only after ninety days from adoption of this ordinance as set forth in Section 6. below.

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025, and adopted on second/final reading at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-59

City of

Melbourne

Water and Wastewater Impact Fee Study

October 31, 2025

RAFTELIS

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October 31, 2025

The Honorable Mayor and
Members of the City Council
City of Melbourne
900 E. Strawbridge Avenue
Melbourne, FL 32901

Subject: Water and Wastewater Impact Fee Study

Ladies and Gentlemen:

Raftelis Financial Consultants, Inc. (Raftelis) has completed the water and wastewater impact fee study for the City of Melbourne, Florida (City) water and wastewater system (System). This report summarizes the results of our analysis, assumptions, and recommendations, which is submitted for your consideration. This report provides a basis for the updated impact fees recommended for the System that are based on the cost of capital expenditures for both existing and new facilities that provide capacity to serve new development.

The proposed fees have been designed to meet a number of goals and objectives. Specifically, the major objectives used to develop the impact fees proposed in this study include:

- The impact fees are designed to recover the capital costs associated with the treatment and backbone transmission infrastructure providing water and wastewater capacity for new development;
- The impact fees are based upon the City's current and near-term projected treatment capacities and adopted level of service standards attributable to the City's Equivalent Residential Unit (ERU) for service ;
- The impact fees are designed in accordance with the Florida Impact Fee Act and applicable case law meaning that the fees, at a minimum, are based on localized costs and meet the dual rational nexus standard, among other requirements; and
- The proposed impact fees are designed to satisfy the dual rational nexus by: i) ensuring that the infrastructure costs included in the fee are necessary to accommodate new development; and ii) equitably apportion those costs so that new development pays their fair share based on the benefits received from the additional system capacity.

Based on information provided by the City and the assumptions and considerations outlined in this report, Raftelis considers the proposed impact fees to be cost-based, reasonable, and representative of the identified capital funding and level of service requirements of the system.

The accompanying sections of this report and the appended tables provide details of our assumptions and methods regarding the analyses conducted on behalf of the City.

General

The City's System, as well as other publicly owned water and wastewater utility systems, face increasing capital investment requirements necessary to expand water and wastewater system facilities to serve new growth. The utility business is capital intensive and requires the commitment of significant resources in advance of the growth in demand for service. In addition, System improvements and regulatory compliance also require significant capital expenditures in today's utility business environment. Furthermore, the impact of inflation on System operating expenses and on the cost of new and replacement facilities results in upward pressure on monthly utility user rates. The compelling capital needs associated with the utility business and the desire to control the increase in monthly utility user rates and charges have resulted in the use of funding alternatives such as the City's water and wastewater impact fees to finance, at least in part, the cost of System expansion.

Within the water and wastewater industry, impact fees are also known as system development charges, capacity fees, connection fees, or availability charges, among others (collectively referenced throughout this report as *impact fees*). An impact fee is a charge imposed on new users of real property to help finance the capital cost of constructing public facilities necessary to serve new residents. The purpose of an impact fee is to assign, to the extent practical, growth-related capital costs to those new residents or users responsible for such additional costs. The impact fee can be considered to be a new user's contribution to those facilities or capital costs that are required in order to provide a comparable level of service to that which is being provided to existing customers.

Impact Fee Criteria

To the extent new population growth and associated development imposes identifiable added capital costs, municipal utility capital funding practices include the assignment of such costs to those residents or System users responsible for the added costs rather than the existing population base. Generally, this practice has been referred to as growth paying its own way.

Based on our experience within the industry, the implementation and use of impact fees should meet the following minimum criteria:

1. Satisfy the dual rational nexus requirements for fee design;
2. Be based on the most recent and localized data;
3. Provide for separate accounting and reporting of impact fee revenues and expenditures;
4. Limit administrative charges for the collection of impact fees to actual costs, if any; and

5. Provide reasonable notice of no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee.

Implementation of impact fees is supported by existing Florida case law and the Municipal Home Rule Powers Act that grants Florida municipalities the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, as limited by legislation or as prohibited by state constitution or general law. Florida courts have ruled that the Municipal Home Rule Powers Act grants the requisite power and authority to establish valid impact fees. The authority for Florida governments to implement valid System impact fees is further granted in the Florida Growth Management Act of 1985.

The initial precedent for impact fees in Florida was set in the Florida Supreme Court decision, *Contractors and Builders Association of Pinellas Authority v. The City of Dunedin, Florida*. In this case, the Court's ruling found that an equitable cost recovery mechanism, such as impact fees, could be levied for a specific purpose by a Florida municipality as a capital charge for services. An impact fee should not be considered a special assessment or an additional tax. A special assessment is predicated upon an estimated increase in property value as a result of an improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit which the property receives. Conversely, impact fees are not related to the value of the improvement to the property, but rather to the property's use of the public facility.

Until property is put to use and developed, there is no burden upon servicing facilities and the land use may be entirely unrelated to the value or assessment basis of the underlying land. Impact fees are distinguishable from taxes primarily in the direct relationship between the amount charged and the measurable quantity of public facilities or service capacity required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed since tax revenue can be expended for any legitimate public purpose.

Based on existing Florida case law, certain conditions are required to develop a valid impact fee. Generally, it is our understanding that these conditions involve the following issues:

1. The impact fee must meet the "dual rational nexus" test. First, impact fees are valid when a reasonable impact or rationale exists between the anticipated need for additional capital facilities and the growth in population. Second, impact fees are valid when a reasonable association, or rational nexus, exists between the expenditure of the impact fee proceeds and the benefits accruing to the growth from those proceeds.

2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users.

3. The impact fee should only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for capital expansions or other additional capital requirements that are required due to growth, and which have a useful life of at least five years. Therefore, expenses due to rehabilitation or replacement of a facility serving only existing customers (e.g., replacement of a capital asset) or an increase in the level of service

should be borne by all users of the facility (i.e., existing and future users). Likewise, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility.

4. The City should maintain an impact fee ordinance that explicitly restricts the use of impact fees collected. Therefore, impact fee revenue should be set aside in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described above.

Based on the criteria above, the proposed impact fees, which are set forth in subsequent sections herein: i) include only the estimated capital cost of facilities necessary to serve anticipated population growth; ii) do not reflect costs associated with renewal and replacement that benefit only existing customers; and iii) do not include any costs of operation and maintenance of any facilities.

As mentioned above, the courts have addressed three areas associated with the development of the impact fee. These areas include: i) the "fair share" rules dealing with payment of the fee by the affected property owners; ii) the "rational nexus" rules, which focus on the expenditure or purpose of the fee; and iii) the "credits" rules, which recognize fee offsets.

The fair share rules assert that the fee can only be used for capital expenditures that are attributable to new growth. The fee cannot be used to finance deficiencies in the level of service, or the replacement of existing facilities required to provide services to existing users. The rules also allow for establishing different fees for different classes of customers and the ability for the payment of a reduced impact fee if applicants can demonstrate that their development will have a lesser impact (or capital requirement) than assumed in the fee determination. Additionally, the fair share rules recognize that the cost of facilities used by both existing customers and new growth must be apportioned between the two user groups such that the user groups are treated equally, and one group does not subsidize the other.

The rational nexus or benefit rule requires that there be a reasonable relationship between the need for capital facilities and the benefits to be received by new growth for which the fee will be expended. The City's existing capital improvement program and the overall specific management of the System are considered to be system-wide, which eliminates the need for utility zones. As such, the proposed impact fees were determined on a system-wide basis. The second nexus condition recognizes that the property must receive a benefit from the public services for which the fee is being applied. Regarding the water and wastewater charges, these facilities are used by, and are constructed on behalf of, all the properties within the City's service area and benefit both residential and commercial customers. As such, all new growth requesting capacity from the System (either water and/or wastewater) are subject to the application of the impact fees.

The credit rule recognizes that if an agency has received property in the form of cost-free capital or there is specific revenue (taxes) that will be used for the capital expenditures for which the impact fee was designed to recover necessitated by new growth, a credit should be applied to the impact fee. Examples of cost-free capital include grants, principal debt forgiveness, contributions by developers, and other sources, which provide funds toward the capital expenditures for which the impact fee was

designed to recover. The credit rule allows for the recovery of costs from new development through impact fees, net of such cost-free capital.

Development of Impact Fees

There are two significant components to be addressed in designing impact fees. These two components include: i) the level of service to be apportioned to the applicants that request System capacity; and ii) the level or amount of capital costs to be recovered from a new applicant requesting service. Both of these issues are related to the level of the impact fee expressed on an equivalent residential unit or ERU basis.

Impact Fee Methodology

Water and wastewater impact fees can be calculated using various methodologies, with two widely recognized approaches being the System Buy-In Method and the Incremental Cost Method. The **Incremental Cost Method** evaluates the cost of adding new capacity to serve future customers. Since newly constructed capacity is often more expensive than existing infrastructure, this approach typically results in higher fees. It is most commonly applied when all existing capacity has been fully utilized or sold.

In contrast, the **System Buy-In Method** considers both the value of existing infrastructure, and the costs associated with near-term expansion projects. This approach typically results in a blended fee structure and is used when existing facilities still have available capacity.

For calculating the City's water and wastewater impact fees, the System Buy-In Method was selected. This approach acknowledges the capacity available within the existing infrastructure while also accounting for the substantial investments required to construct additional capacity to support future growth.

Level of Service Requirements

In the evaluation of the capital facility needs for providing water and wastewater utility services, it is critical that level of service (LOS) standards be established. Pursuant to Section 163.3164 of the Florida Statutes, the level of service means an indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on, and related to, the operational characteristics of the facility. Level of service shall indicate the capacity per unit of demand for each public facility. Essentially, the level of service standards are established in order to ensure that adequate facility capacity will be provided for future development and for purposes of issuing development orders or permits, pursuant to F.S. Section 163.3202(2)(g). As further stated in the F.S. Section 163.3180, each local government shall establish an LOS standard for each public facility located within the boundary for which such local government has authority to issue development orders or permits.

For water and wastewater service, the level of service that is commonly used in the industry is the amount of capacity (service) allocable to an ERU expressed as the amount of usage (gallons). The level of service generally represents the amount of capacity allocable to an ERU, whether such capacity is actually used (commonly referred to as *readiness to serve*). As previously mentioned, an ERU

is representative of the average capacity required to service a typical individually metered single-family residential unit. This class of users represents the largest number of customers served by a public utility such as the City's and generally the lowest level of usage requirements for an individually metered account. The existing fees are based on an estimated reserved 240 gallons per day (GPD) of water capacity and 240 GPD of wastewater capacity.

Existing Plant-in-service

In the development of the proposed impact fees associated with serving future customers, excess capacity, if any, of the existing utility system available to serve such growth should be considered. Since such capacity is available to serve the near-term incremental growth of the utility System, it is appropriate to evaluate the capacity availability of such facilities. In order to evaluate the availability of the existing utility plant-in-service to meet future capacity needs, it is necessary to functionalize the assets by specific utility requirement. The functionalization of the existing assets is necessary to: i) identify those assets which should be included in the determination of the impact fees; and ii) match existing plant type to the capital improvements to meet future service needs.

The functional cost categories are based on the purpose of the assets and the utility service that such assets provide. The following is a summary of the functional cost categories for the utility plant-in-service identified in this report.

Functional Plant Categories

Water Service	Wastewater Service
Supply / Treatment	Treatment
Transmission	Transmission
Distribution	Reclaimed Water (Disposal)
Meters/Hydrants	Collection
Equipment/Other Exclusions	Equipment/Other Exclusions

The listing of utility assets were functionalized into the major categories above. Generally, only the costs associated with supply, treatment, reclaimed water (effluent disposal), and transmission facilities are included in the impact fee, while the City's investment in water distribution lines, wastewater collection lines, and miscellaneous vehicles and equipment are excluded. Grant funded projects were excluded from the calculation of the fee. Table 1 at the end of this report summarizes the City's existing assets by utility function. Where a direct apportionment of existing System costs between transmission and distribution/collection lines was not possible due to limited information, lines were allocated based upon an apportionment methodology that used the City's determination as to the diameter and linear feet of installed water and wastewater lines and what constitutes local distribution or collection and major transmission. The remaining assets of the City that include meters, fire hydrants, vehicles, minor equipment, and other miscellaneous assets are also excluded from the development of the proposed impact fees. The remaining assets of the City that include meters, fire hydrants, vehicles,

minor equipment, and other miscellaneous assets are also excluded from the development of the proposed impact fees.

The City provided a list of its fixed assets and construction work in progress as of September 30, 2024 to serve as the basis for functionalizing the existing plant-in-service, which totals approximately $480.8 million. The classification of existing plant assets to each utility function was based on the description (use) of the asset as contained in the City's accounting records, as well as discussion with City staff. As shown below, approximately 63% of the assets are considered to be either treatment plant or transmission related.

Functionalized Existing Water and Wastewater System Assets [1]

Description	Water	Wastewater
Existing Assets Included in the Impact fees:		
Treatment	$135,309,985	$94,489,619
Transmission	41,149,855	21,631,087
Reclaimed (Effluent Disposal)	-	8,025,306
Total Costs Included in the Impact fees	$176,459,840	$124,146,012
Existing Assets Excluded from the Impact fees:		
Distribution and Collection	$78,235,724	$71,190,164
Meter and Hydrant Services	3,165,035	-
Excluded Assets	15,720,157	11,908,432
Total Costs Excluded from the Impact fees	$97,120,916	$83,098,595
Total Existing Fixed Assets by System	$273,580,756	$207,244,608
Grand Total	$480,825,364	

[1] Amounts derived from Table 1 at the end of this report. Fixed assets reflected as of September 30, 2024, including construction work in progress, as provided by City staff.

Additional Capital Investment

As with any utility, the City is continually in the process of updating and expanding the water and wastewater plant and transmission facilities to serve increasing demand or capacity requirements. In order to develop an impact fee that is consistent with the capital costs of the System, the cost of the City's capital improvements that are anticipated to meet such future needs are reflected in the proposed impact fee. Tables 2 and 3 at the end of this report provide a detailed list of the City's planned improvement projects. Capital improvements through fiscal year 2030 were included in the determination of the fee calculation. The improvements are for: i) expansion of the treatment and transmission system to meet the capacity requirements of new development; and ii) upgrades to existing assets which may benefit both current and future users of the System (e.g., a transmission line relocation). Project costs related to the replacement of assets, minor equipment needs or those

improvements that are anticipated to be funded from grants were excluded from the list of projects used in this analysis.

As derived from Tables 2 and 3, the City plans to invest approximately $245 million, net of grant funding, in future treatment and transmission improvements. Approximately $236 million in planned capital investment related to renewals and replacements benefiting only existing customers, grant funded projects, localized infrastructure, and minor equipment and vehicles were excluded from the calculation of the fee. The following table summarizes the capital improvements included in the calculation of the proposed fees:

Summary of Water and Wastewater System Improvements [1]

Description	Water	Wastewater
Total Capital Improvement Plan	$237,034,293	$265,488,484
Less Excluded Expenditures [2]	(73,065)	(21,541,816)
Capital Improvement Plan – Net of Exclusions	$236,961,228	$243,946,668
Less Capital Not Considered System Infrastructure [3]	(82,034,112)	(153,723,363)
Net Amount of Capital Expenditures Recognized in Fees	$154,927,115	$90,223,305
Percent of Total CIP Recognized in Fee Development	65%	34%

[1] Amounts derived from Table 2 and Table 3 at the end of this report.
[2] Amounts include ongoing general capital program expenditures benefiting only existing customers and grant funded projects.
[3] Represents capital expenditures not considered a System asset that benefits all users; examples would include meter replacement program, local area water line replacements and improvements / upgrades, and other similar expenditures.

To meet the growing potable water demands and to improve overall water quality, the City is in the process of upgrades and expansions to the Joe Mullins Reverse Osmosis Water Treatment Plant. The expansion projects will increase water capacity at the plant by 5.0 MGD, putting the City's total water capacity at 28.0 MGD. Major projects for the Wastewater System include various improvements at the Grant Street WRF and several forcemains extensions and lift station upgrades to accommodate addition connections and flows. After recognizing over $21 million in grant funding, an additional $245 million in expansion-related capital projects were recognized in the calculation of the water impact fee.

Design of Water Impact Fee

Table 5 summarizes the proposed impact fee of $2,755 per ERU, which represents an increase of approximately 79% when compared to the existing fee of $1,540 per ERU. The primary reason for this increase is the City's need to add additional water system capacity to serve new development, due to investments made in the system since the last time the fee was reviewed, and due to the significant cost of planned investments required to meet the demands of the system.

In the development of the proposed water impact fee, several assumptions were utilized in the analysis. The major assumptions utilized in the calculation of the water impact fee are as follows:

1. The existing water supply and treatment facilities, together with planned expansions, have approximately 38% capacity available to serve new growth based on: i) the current available capacity of the existing water treatment plant facilities; ii) the planned 5.0 MGD expansion of Jo Mullins Reverse Osmosis Water Treatment Plant; and iii) the 5-year historical month average daily flow experienced by the water system. The proposed water impact fee reflects the proportionate share of the existing plant capacity available to serve new development and the required additional capacity reserved for new growth. In recognizing that certain plant improvements replace existing capacity, an adjustment to exclude approximately $27 million in water plant assets from the fee calculation was made. A summary of the water capacity available to serve system growth is provided on Table 4.

2. The future capital costs that are identified on Table 2 are incorporated into the determination of the impact fee as appropriate on a project specific basis. The capital improvements are related to new facility expansions to serve new growth, upgrades to existing assets that may provide a benefit to both current and future users, and replacement and improvements to assets that only benefit current users. Those facilities considered to be entirely allocable to growth are included in the fee determination at full cost (i.e., 100% of the total cost). For capital expenditures that are solely for the replacement of existing assets directly benefiting existing customers or considered an onsite cost (providing service to a local area as would normally be constructed and subsequently contributed to the City by a developer), such amounts are not included in the calculation of the fee. Approximately 35% of planned expenditures within the City's water system capital improvement plan were excluded from the fee calculation.

3. For the capital costs identified as distribution and transmission System-related, which benefit both existing and future users, only the back-bone transmission component was recognized in the analysis. However, since the transmission function capacity is difficult to ascertain except at build-out conditions, the total existing assets plus the planned expansions are recognized, thus estimating an average buy-in cost for new users for this component of the system.

4. Part of the capital costs associated with the provision of water capacity is debt financing costs. The average (50%) remaining interest costs on outstanding water system expansion-related debt of approximately $17.7 million was included in the calculation of the water impact fee.

5. Individually metered single family residential homes are considered 1.0 ERU. The adopted level of service for a water ERU is 240 gallons per day (GPD) design flow amount. This level of service closely reflects the capacity required to serve a typical individually metered single-family unit.

6. For the calculation of the impact fee, no existing or planned capital facility costs associated with onsite distribution facilities have been included, and where the City has received contributed distribution lines, those assets were removed from the analysis.

7. Historical and planned capital investments that were or will be funded by grant proceeds were excluded from the calculation of the fee.

As shown on Table 5, the analysis utilizes estimated capital costs for the water supply / treatment / transmission system, ERU service requirements, and current fixed asset and plant capacity data regarding the water system. By calculating the water impact fee to recover costs on a prospective basis, an attempt is made to design a charge that will provide funds on a reasonable basis in order to reflect the cost of capacity needed to meet the future needs of the water system. It should be noted that in the event the plans for new capacity, capacity requirements, construction costs, or utility service area materially change from what is reflected in Table 5, the water impact fee should be adjusted. The following is a tabulation of the proposed water impact fee:

Proposed Water Impact Fee [1]

Description	Amount
Water Production / Treatment	$2,259.61
Water Transmission	499.75
Total Fee	$2,759.36
Recommended Fee [2]	$2,755.00
Cost per Gallon	$11.48

[1] Amounts derived from Table 5.
[2] Amount based on 1 ERU or 240 GPD.

Design of Wastewater Impact Fee

Table 6 presents the proposed wastewater impact fee of $4,165 per ERU, which represents an increase of approximately 88% when compared to the existing fee of $2,210 per ERU. The primary reason for the increase is due to the City's investments made in the system since the last time the fee was reviewed and due to the significant cost of planned investments required to meet the demands of the system.

In the development of the proposed wastewater impact fee, several assumptions were utilized in the analysis. The major assumptions utilized in the design of the proposed wastewater impact fee are:

1. The existing wastewater treatment facilities have approximately 20% of existing plant capacity available to serve new growth, based on: i) the available capacity of the existing wastewater treatment plant facilities; and ii) the 5-year historical month average daily flow experienced by the wastewater system. The proposed wastewater impact fee reflects the proportionate share of the existing plant capacity available to serve new development and the required planned capacity reserved for new growth. A summary of the wastewater capacity available to serve system growth is provided on Table 4.

2. The future capital costs that are identified in Table 3 are incorporated into the determination of the impact fee as appropriate on a project specific basis. The capital improvements are related to new facility expansions to serve new growth, upgrades to existing assets that may provide a benefit to both current and future users, and replacement and improvements to assets that only benefit current users. Those facilities that are considered to be entirely allocable to growth are included in the fee determination at full cost (i.e., 100% of the total cost). Capital expenditures anticipated solely for the replacement of existing assets which directly benefit existing customers or expenditures for facilities considered onsite costs (these facilities that provide service to a local area such as a development which would normally be constructed and subsequently contributed to the City by a developer) were not included in the cost to be recovered from the application of impact fees. Net of grant funding, approximately 63% of planned capital expenditures were excluded from the fee calculation.

3. For the cost of collection and transmission System improvements, which benefit both existing and future users, only the back-bone transmission component was recognized in the analysis. Since the transmission function capacity is difficult to ascertain except at build-out conditions, the total existing assets (expressed at original cost and not on a replacement or current cost basis) plus the planned expansions are recognized, thus estimating an average buy-in cost for new users for this component of the system.

4. Part of the capital costs associated with the provision of wastewater capacity is debt financing costs. The average (50%) remaining interest costs on outstanding wastewater system expansion-related debt of approximately $4.9 million was included in the calculation of the water impact fee.

5. Individually metered single family residential homes are considered 1.0 ERU. The City's adopted level of service for a single wastewater ERU is 240 gallons per day (GPD) design flow amount. This level of service closely reflects the capacity required to service a typical individually metered single-family unit.

6. For the development of the proposed impact fee, no existing or planned capital facility costs associated with onsite collection facilities have been included in the calculation of the fee and where the City has received contributed collection lines, those assets were removed from the analysis.

7. Historical and planned capital investments that were or will be funded by grant proceeds were excluded from the calculation of the fee.

As shown on Table 6, the analysis utilizes the estimated capital costs for the wastewater transmission / treatment / disposal system, ERU service requirements, and current fixed asset and plant capacity data regarding the wastewater system. By designing the wastewater system impact fee to recover costs on a prospective basis, an attempt is made to provide funds on a reasonable basis in order to reflect the cost of capacity needed to meet the future needs of the wastewater system. It should be noted that in the event the plans for new capacity, capacity requirements, construction costs, or utility service

area materially change from what is reflected in Table 6, the wastewater impact fee may need to be adjusted accordingly. The following is a tabulation of the proposed wastewater impact fee:

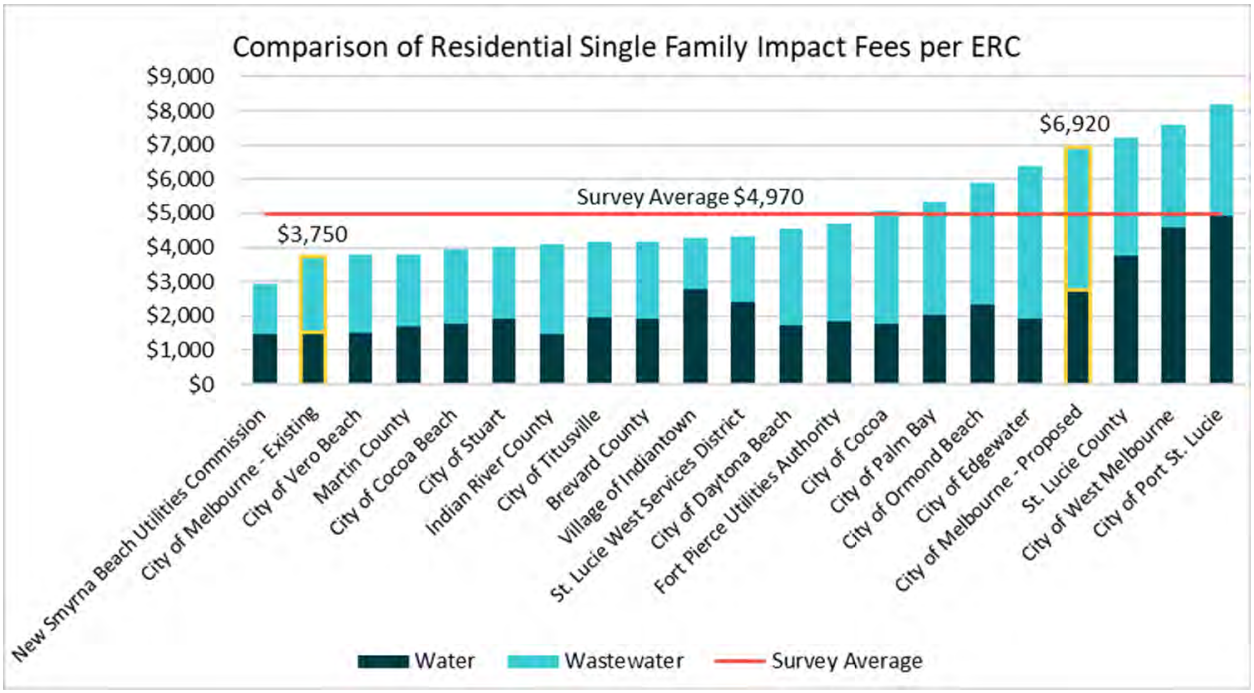
Proposed Wastewater Impact Fee [1]

Description	Amount
Wastewater Treatment / Disposal	$3,602.14
Wastewater Transmission	566.19
Total Fee	$4,168.33
Recommended Fee [2]	$4,165.00
Cost per Gallon	$17.35

[1] Amounts derived from Table 6.
[2] Amount based on 1 ERU or 240 GPD.

Comparison with Other Utilities

To provide the City with a benchmark to compare the proposed impact fees to those of surrounding utilities, a survey of water and wastewater impact fees was conducted. Table 7 at the end of this report provides a comparison of the existing and proposed impact fees for single-family residential unit (i.e., one [1] ERU) for the City with comparable fees currently imposed by other neighboring municipal/governmental water and wastewater systems. A number of factors can affect the level of charges collected by other utilities, including, but not limited to, level of treatment required for service, asset age, density of customer base, level of service adopted by local government, amount of grant (contributions) funds received, and other factors. No in-depth analysis has been performed to determine the affect these factors could have on the fees charged by other utilities or to determine the methods used in the development of the water and wastewater impact fees imposed by others, nor has any analysis been made to determine whether 100% of the cost of new facilities is recovered from the other utilities' charges, or some percentage less than 100% with the balance recovered through the user charges. The chart on the next page summarizes the survey results.



To highlight the trend in impact fees more broadly, the table below shows fees recently adopted or presented to the public. The fees from local governments shown below average over $9,600 per ERU on a combined basis.

Utility	Status	Water (per ERC)	Wastewater (per ERC)	Combined (per ERC)
Collier County	Adopted August 27, 2024	$4,411 – Dec 2024 $5,411 – Dec 2025 $6,470 – Dec 2026	$4,081 – Dec 2024 $4,847 – Dec 2025 $5,614 – Dec 2026	$8,492 – Dec 2024 $10,258 – Dec 2025 $12,084 – Dec 2026
City of Mt. Dora	Adopted June 4, 2024 Effective September 2024	$1,340	$7,975	$9,315
Polk County	Ph. 1 Effective January 1, 2025 Ph. 2 Effective October 1, 2025	Ph. 1 -$2,941 / Ph. 2 $3,038	Ph. 1 -$5,182 / Ph. 2 $6,169	Ph. 1 -$8,125 / Ph. 2 $9,207
Groveland	Adopted July 15, 2024	$3,830	$10,090	$13,920
Lake Alfred	Effective March 6, 2023	$6,333	$5,021	$11,354
City of Auburndale (Inside)	Effective September 2023	$3,127	$4,917	$8,044
Hernando County	Adopted July 2024	$2,397	$5,563	$7,960
City of Palm Coast	Effective May 1, 2024	$3,497; increasing to $4,378 by May 1, 2027	$3,931; increasing to $4,415 by May 1, 2027	$7,428; increasing to $8,793 by May 1, 2027
Florida Community Services Corp. of Walton County	Effective March 1, 2024	$3,092.66	$4,824.54	$7,917.20
South Walton Regional Utilities, Inc.	Effective October 1, 2023	$2,733.53	$4,649.00	$7,382.53
Port St. Lucie	Adopted September 2024	$5,705	$5,222	$10,927
Lakeland	Effective October 1, 2024	$3,603	$3,672	$7,275
Davenport	Effective January 1, 2024	$6,300	$5,360	$11,660
Winter Haven	Adopted September 10, 2024	$3,671	$8,175	$11,846
Sarasota County	Effective March 1, 2025	$4,250	$4,480	$8,730
Brooksville	Adopted January 27, 2025	$765	$6,467	$7,232

Recommendations

The City's existing water and wastewater impact fees currently reflect less costs than the capital investments made and planned by the City to serve the needs of new development. Therefore, the Members of the City Council may wish to consider adopting the proposed water and wastewater impact fees to help offset the cost of growth to the system that otherwise would have to be funded by monthly user fees. To adopt the proposed fees, City staff should consult with the City's legal counsel to determine how fee adjustments may be implemented, and consideration should be given as to the notification period provided to potential new customers and developers impacted by the fee adjustments.

The study tables that support our conclusions and recommendations are included at the end of this report. We appreciate the opportunity to be of service to the City and would like to thank staff for their valuable assistance and cooperation during the course of this study.

Respectfully submitted,

Raftelis Financial Consultants, Inc.



Trevor McCarthy, CGFM
Manager



Maurizzio Onorato
Consultant

Enclosures
Study Tables

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City of Melbourne, Florida
Water and Wastewater Impact Fee Study

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6	Design of Wastewater Impact Fee
7	Comparison of System Development Impact Fees Per ERU For Water and Wastewater Service

Table 1
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Summary of Existing Water and Wastewater Fixed Assets

Line No.	Function	Fixed Assets at Original Cost [1] Water	Wastewater	Total	Percentage of Total Water	Wastewater
	Existing Assets Included in Impact Fees					
1	Supply and Treatment	$135,309,985	$94,489,619	$229,799,604	49.5%	45.6%
2	Effluent Disposal - Reclaimed System	0	8,025,306	8,025,306	0.0%	3.9%
3	Transmission	41,149,855	21,631,087	62,780,942	15.0%	10.4%
4	Total Assets Included in Impact Fees	$176,459,840	$124,146,012	$300,605,852	64.5%	59.9%
	Existing Assets Excluded from Impact Fees					
5	Hydrants/Meter Services	$3,165,035	$0	$3,165,035	1.2%	0.0%
6	Equipment/Other	15,720,157	11,908,432	27,628,588	5.7%	5.7%
7	Distribution / Collection Lines	78,235,724	66,295,772	144,531,496	28.6%	32.0%
8	Reclaimed Distribution	0	4,894,392	4,894,392	0.0%	2.4%
9	Total Assets Excluded from Impact Fees	$97,120,916	$83,098,595	$180,219,511	35.5%	40.1%
10	**Total Existing Fixed Assets**	$273,580,756	$207,244,608	$480,825,364	100.0%	100.0%

Footnotes:

[1] Reported by the City as of September 30, 2024.

Table 2
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Summary of Water Capital Improvement Program By Function

Line No.	Project Description	Type	Purpose: Expansion	Purpose: Existing New	Purpose: Existing Replace	2025 - 2030 Estimated Capital Cost [1]	Adjustments [2]	Net Amount For Future Expenditures	Functional Category [3]: Supply and Treatment Existing	Supply and Treatment Expansion	Storage, Pumping & Transmission Existing	Storage, Pumping & Transmission Expansion	Renewal & Replacement	Distribution/ Other	Total
	Water Production Improvements														
1	Sludge Press Motor Control	Treatment	0.00%	100.00%	0.00%	$550,372	$0	$550,372	$550,372	$0	$0	$0	$0	$0	$550,372
2	SWTP Inclined Conveyor Belt	Treatment	0.00%	0.00%	100.00%	230,000	0	230,000	0	0	0	0	230,000	0	230,000
3	SCADA Instrument Control	Treatment	0.00%	0.00%	100.00%	179,137	0	179,137	0	0	0	0	179,137	0	179,137
4	Chemical Feed System & VFD Drives at Pineda Booster Station	Treatment	0.00%	0.00%	100.00%	2,464,000	0	2,464,000	0	0	0	0	2,464,000	0	2,464,000
5	Rehab 6 Ground Storage Tanks	Storage	0.00%	0.00%	100.00%	418,200	0	418,200	0	0	0	0	418,200	0	418,200
6	Above Grade Work - Wells #5/#6	Supply	0.00%	100.00%	0.00%	8,094,500	0	8,094,500	8,094,500	0	0	0	0	0	8,094,500
7	Reverse Osmosis Water Treatment Plant Expansion	Treatment	100.00%	0.00%	0.00%	88,115,133	0	88,115,133	0	88,115,133	0	0	0	0	88,115,133
8	Reverse Osmosis (RO) Membrane Replacements	Treatment	0.00%	0.00%	100.00%	1,100,000	0	1,100,000	0	0	0	0	1,100,000	0	1,100,000
9	Reverse Osmosis (RO) Concentrate Pipeline Expansion	Treatment	100.00%	0.00%	0.00%	4,500,000	0	4,500,000	0	4,500,000	0	0	0	0	4,500,000
10	Backwash Ponds	Treatment	0.00%	0.00%	100.00%	2,200,000	0	2,200,000	0	0	0	0	2,200,000	0	2,200,000
11	Lamella Tube Replacements	Treatment	0.00%	0.00%	100.00%	700,000	0	700,000	0	0	0	0	700,000	0	700,000
12	Granular Activated Carbon Replacement	Treatment	0.00%	0.00%	100.00%	2,500,000	0	2,500,000	0	0	0	0	2,500,000	0	2,500,000
13	SWTP Lake Washington Roof Replacement	Treatment	0.00%	0.00%	100.00%	183,143	0	183,143	0	0	0	0	183,143	0	183,143
14	ROWTP - Odor Control System	Treatment	0.00%	50.00%	50.00%	695,293	0	695,293	347,646	0	0	0	347,646	0	695,293
15	Well Nos. 1 and 2 Generator and Electrical	Supply	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
16	Well Nos. 1 and 2 Replacement Pumps and Variable Frequency Drives	Supply	0.00%	0.00%	100.00%	5,500,000	0	5,500,000	0	0	0	0	5,500,000	0	5,500,000
17	Construct 2 Million Gallon Ground Storage Tank and Pump Station at Hibiscus	Storage	0.00%	50.00%	50.00%	9,800,000	0	9,800,000	0	0	4,900,000	0	4,900,000	0	9,800,000
18	Water Production Facility Improvements	Treatment	0.00%	84.40%	15.60%	23,988,417	0	23,988,417	20,246,224	0	0	0	3,742,193	0	23,988,417
19	Well Nos. 7, 8 and 9	Supply	100.00%	0.00%	0.00%	16,600,000	0	16,600,000	0	16,600,000	0	0	0	0	16,600,000
20	Canova Booster Station VFDs	Transmission	0.00%	0.00%	100.00%	827,083	0	827,083	0	0	0	0	827,083	0	827,083
21	RO Concentrate Disposal Well	Treatment	100.00%	0.00%	0.00%	2,524,800	0	2,524,800	0	2,524,800	0	0	0	0	2,524,800
22	**Subtotal Water Production Improvements**					$171,670,078	$0	$171,670,078	$29,238,742	$111,739,933	$4,900,000	$0	$25,791,403	$0	$171,670,078
	Water Distribution System Improvements														
23	Relocate 20" Water Main - Airport	T&D	0.00%	0.00%	100.00%	$1,724,037	$0	$1,724,037	$0	$0	$0	$0	$1,724,037	$0	$1,724,037
24	2.4.6" Water Lines	T&D	0.00%	0.00%	100.00%	6,074,739	0	6,074,739	0	0	0	0	6,074,739	0	6,074,739
25	Fire Hydrant Exercise and Inspection	Other	0.00%	0.00%	100.00%	1,660,000	0	1,660,000	0	0	0	0	1,660,000	0	1,660,000
26	Valve Exercise and Inspection	Other	0.00%	0.00%	100.00%	1,213,625	0	1,213,625	0	0	0	0	1,213,625	0	1,213,625
27	Inspect Large Diameter Transmission Water Lines	T&D	0.00%	0.00%	100.00%	300,000	0	300,000	0	0	0	0	300,000	0	300,000
28	FDOT Drainage Project A1A Utility Relocations	T&D	0.00%	0.00%	100.00%	600,000	0	600,000	0	0	0	0	600,000	0	600,000
29	Isolation Valves - Various Locations	T&D	0.00%	0.00%	100.00%	1,100,000	0	1,100,000	0	0	0	0	1,100,000	0	1,100,000
30	Pine Lake Mobile Homes - Upsize	T&D	0.00%	0.00%	100.00%	3,342,500	0	3,342,500	0	0	0	0	3,342,500	0	3,342,500
31	Downtown New Haven - Water Main	T&D	0.00%	0.00%	100.00%	1,361,916	0	1,361,916	0	0	0	0	1,361,916	0	1,361,916
32	Turtlemound/North Drive Utility Upgrade	T&D	100.00%	0.00%	0.00%	952,200	0	952,200	0	0	0	344,672	0	607,528	952,200
33	New Water Main - WTP to System	T&D	0.00%	100.00%	0.00%	19,645,227	0	19,645,227	0	0	7,111,079	0	0	12,534,148	19,645,227
34	8" Water Main Replacement on Aurora Road East of US1 to Pineapple	T&D	0.00%	0.00%	100.00%	1,600,000	0	1,600,000	0	0	0	0	1,600,000	0	1,600,000
35	Water Main Replacements in Lamplighter	T&D	0.00%	0.00%	100.00%	1,150,000	0	1,150,000	0	0	0	0	1,150,000	0	1,150,000
36	Lead and Copper Service Line Replacement Program	T&D	0.00%	0.00%	100.00%	3,000,000	0	3,000,000	0	0	0	0	3,000,000	0	3,000,000
37	Water Main - West of I-95	T&D	100.00%	0.00%	0.00%	4,400,000	0	4,400,000	0	0	0	1,592,689	0	2,807,311	4,400,000
38	Construct Satellite Beach Water Main Replacement	T&D	0.00%	0.00%	100.00%	3,103,937	0	3,103,937	0	0	0	0	3,103,937	0	3,103,937
39	Desoto Parkway 12" Water Main	T&D	0.00%	0.00%	100.00%	2,241,832	0	2,241,832	0	0	0	0	2,241,832	0	2,241,832
40	Water Mian Replacements - Various Locations	T&D	0.00%	0.00%	100.00%	1,000,000	0	1,000,000	0	0	0	0	1,000,000	0	1,000,000
41	**Subtotal Water Distribution System Improvements**					$54,470,012	$0	$54,470,012	$0	$0	$7,111,079	$1,937,362	$29,472,586	$15,948,986	$54,470,012

Table 2
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Summary of Water Capital Improvement Program By Function

Line No.	Project Description	Type	Purpose: Expansion	Purpose: Existing New	Purpose: Existing Replace	2025 - 2030 Estimated Capital Cost [1]	Adjustments [2]	Net Amount For Future Expenditures	Functional Category [3]: Supply and Treatment Existing	Supply and Treatment Expansion	Storage, Pumping & Transmission Existing	Storage, Pumping & Transmission Expansion	Renewal & Replacement	Distribution/ Other	Total
	Other Water & Sewer Improvements & Facility Maintenance Projects at Water and Sewer Buildings														
42	Public Works Security Upgrades	Other	0.00%	100.00%	0.00%	$37,332	$0	$37,332	$0	$0	$0	$0	$0	$37,332	$37,332
43	Enterprise Asset Management Software	Other	0.00%	100.00%	0.00%	669,681	0	669,681	0	0	0	0	0	669,681	669,681
44	EECBG Electric Trucks and Charging St.	Other	0.00%	100.00%	0.00%	73,065	(73,065)	0	0	0	0	0	0	0	0
45	RO Potable Biproduct Disposal Permit	Other	0.00%	100.00%	0.00%	200,000	0	200,000	0	0	0	0	0	200,000	200,000
46	Water Treatment Plant Master Plan	Other	0.00%	100.00%	0.00%	100,000	0	100,000	0	0	0	0	0	100,000	100,000
47	FY23 Large Transmission Pipe Inspection	Other	0.00%	100.00%	0.00%	100,000	0	100,000	0	0	0	0	0	100,000	100,000
48	Pole Barn Metal Post Repair	Other	0.00%	100.00%	0.00%	10,000	0	10,000	0	0	0	0	0	10,000	10,000
49	ROWTP Wellfield Modeling	Other	0.00%	100.00%	0.00%	150,000	0	150,000	0	0	0	0	0	150,000	150,000
50	Risk and Resiliency Assessment	Other	0.00%	100.00%	0.00%	50,000	0	50,000	0	0	0	0	0	50,000	50,000
51	Lead and Copper Plan	Other	0.00%	100.00%	0.00%	1,175,000	0	1,175,000	0	0	0	0	0	1,175,000	1,175,000
52	Rate and Bond Study	Other	0.00%	100.00%	0.00%	62,500	0	62,500	0	0	0	0	0	62,500	62,500
53	Harper Road Gate 2 Replacement	Other	0.00%	100.00%	0.00%	50,000	0	50,000	0	0	0	0	0	50,000	50,000
54	Gate System and Call Boxes	Other	0.00%	100.00%	0.00%	175,000	0	175,000	0	0	0	0	0	175,000	175,000
55	Harper Road Carports	Other	0.00%	100.00%	0.00%	75,000	0	75,000	0	0	0	0	0	75,000	75,000
56	Update Consumptive Use Permit	Other	0.00%	100.00%	0.00%	350,000	0	350,000	0	0	0	0	0	350,000	350,000
57	**Subtotal Other Water & Sewer Improvements & Facility Maintenance Projects at Water and Sewer Buildings**					$3,277,578	($73,065)	$3,204,513	$0	$0	$0	$0	$0	$3,204,513	$3,204,513
	Other Capital Improvements / Departmental Capital Outlay														
58	Utilities Administration	Other	0.00%	0.00%	100.00%	$27,950	$0	$27,950	$0	$0	$0	$0	$27,950	$0	$27,950
59	Utilities Operations	Other	0.00%	0.00%	100.00%	136,670	0	136,670	0	0	0	0	136,670	0	136,670
60	Meter Services	Other	0.00%	0.00%	100.00%	201,690	0	201,690	0	0	0	0	201,690	0	201,690
61	Water Production	Treatment	0.00%	0.00%	100.00%	4,395,732	0	4,395,732	0	0	0	0	4,395,732	0	4,395,732
62	Water Distribution	T&D	0.00%	0.00%	100.00%	2,158,582	0	2,158,582	0	0	0	0	2,158,582	0	2,158,582
63	Environmental Community Outreach	Other	0.00%	0.00%	100.00%	21,000	0	21,000	0	0	0	0	21,000	0	21,000
64	Allowance for Departmental Capital Outlay	Other	0.00%	0.00%	100.00%	675,000	0	675,000	0	0	0	0	675,000	0	675,000
65	**Subtotal Other Capital Improvements / Departmental Capital Outlay**					$7,616,624	$0	$7,616,624	$0	$0	$0	$0	$7,616,624	$0	$7,616,624
66	**Water System Capital Projects**					$237,034,293	($73,065)	$236,961,228	$29,238,742	$111,739,933	$12,011,079	$1,937,362	$62,880,613	$19,153,499	$236,961,228
67	**PERCENT OF TOTAL**							100.00%	12.34%	47.16%	5.07%	0.82%	26.54%	8.08%	100.00%

Footnotes:

[1] Amounts shown reflect the Multi-Year Capital Program as provided by the City.

[2] Downward adjustments reflect projects: i) anticipated to be funded by grants as identified by the City; ii) recognized in the existing assets summary to be consistent with existing capacity assumptions; or iii) not considered applicable to the fee determination process.

[3] Assets are categorized based on information provided by the City.

Table 3
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Summary of Wastewater Capital Improvement Program By Function

Line No.	Project Description	Type	Purpose			2025 - 2030 Estimated Capital Cost [1]	Adjustments [2]	Net Amount For Future Expenditures	Functional Category [3]						
			Expansion	Existing New	Existing Replace				Wastewater Treatment Existing	Wastewater Treatment Expansion	Transmission Existing	Transmission Expansion	Renewal & Replacement	Collection/ Other	Total
	Wastewater Collection System Improvements														
1	Sewer Force Main - LS#11 to MHL#153	T&C	0.00%	0.00%	100.00%	$621,450	$0	$621,450	$0	$0	$0	$0	$621,450	$0	$621,450
2	Lift Station #35 Rehabilitation	T&C	0.00%	0.00%	100.00%	372,380	0	372,380	0	0	0	0	372,380	0	372,380
3	Rehabilitate Sanitary Sewer Manholes in Various Easements	Collection	0.00%	0.00%	100.00%	170,862	0	170,862	0	0	0	0	170,862	0	170,862
4	Rehabilitate Sanitary Sewer Manholes in Various Easements	Collection	0.00%	0.00%	100.00%	5,289,138	0	5,289,138	0	0	0	0	5,289,138	0	5,289,138
5	Lift Stations #38/#40 Force Mains	T&C	0.00%	0.00%	100.00%	541,938	0	541,938	0	0	0	0	541,938	0	541,938
6	Lift Station #33 Renovation	T&C	10.00%	0.00%	90.00%	2,211,660	0	2,211,660	0	0	0	62,077	1,990,494	159,090	2,211,660
7	Lift Station #40 Rehabilitation	T&C	0.00%	0.00%	100.00%	580,834	0	580,834	0	0	0	0	580,834	0	580,834
8	FY23 Rehab Sewer Lines	T&C	0.00%	0.00%	100.00%	179,669	0	179,669	0	0	0	0	179,669	0	179,669
9	FY24 Rehab Sewer Lines	T&C	0.00%	0.00%	100.00%	359,616	0	359,616	0	0	0	0	359,616	0	359,616
10	FY25 Rehab Sewer Lines	T&C	0.00%	0.00%	100.00%	521,838	0	521,838	0	0	0	0	521,838	0	521,838
11	FY26 Rehab Sewer Lines	T&C	0.00%	0.00%	100.00%	1,000,000	0	1,000,000	0	0	0	0	1,000,000	0	1,000,000
12	FY27 Rehab Sewer Lines	T&C	0.00%	0.00%	100.00%	1,000,000	0	1,000,000	0	0	0	0	1,000,000	0	1,000,000
13	FY28 Rehab Sewer Lines	T&C	0.00%	0.00%	100.00%	1,000,000	0	1,000,000	0	0	0	0	1,000,000	0	1,000,000
14	FY29 Rehab Sewer Lines	T&C	0.00%	0.00%	100.00%	1,000,000	0	1,000,000	0	0	0	0	1,000,000	0	1,000,000
15	FY30 Rehab Sewer Lines	T&C	0.00%	0.00%	100.00%	1,000,000	0	1,000,000	0	0	0	0	1,000,000	0	1,000,000
16	Offsite Sewer Force Main - West of I-95	Transmission	100.00%	0.00%	0.00%	803,895	0	803,895	0	0	0	0	0	803,895	803,895
17	Sewer Force Main - LS#46 to MHL#2559	Transmission	0.00%	0.00%	100.00%	28,195	0	28,195	0	0	0	0	28,195	0	28,195
18	Lift Station #17 Replacement	T&C	0.00%	0.00%	100.00%	669,080	0	669,080	0	0	0	0	669,080	0	669,080
19	FY23 Rehab Sewer Laterals	Collection	0.00%	0.00%	100.00%	428,223	0	428,223	0	0	0	0	428,223	0	428,223
20	FY24 Rehab Sewer Laterals	Collection	0.00%	0.00%	100.00%	67,803	0	67,803	0	0	0	0	67,803	0	67,803
21	FY25 Rehab Sewer Laterals	Collection	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
22	FY26 Rehab Sewer Laterals	Collection	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
23	FY27 Rehab Sewer Laterals	Collection	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
24	FY28 Rehab Sewer Laterals	Collection	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
25	FY29 Rehab Sewer Laterals	Collection	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
26	FY30 Rehab Sewer Laterals	Collection	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
27	FY26 Inflow and Infiltration Annual Study	Other	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
28	FY27 Inflow and Infiltration Annual Study	Other	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
29	FY28 Inflow and Infiltration Annual Study	Other	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
30	FY29 Inflow and Infiltration Annual Study	Other	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
31	FY30 Inflow and Infiltration Annual Study	Other	0.00%	0.00%	100.00%	500,000	0	500,000	0	0	0	0	500,000	0	500,000
32	Design & Construct New Western Force Main to D. B. Lee WRF	Transmission	0.00%	100.00%	0.00%	12,785,451	0	12,785,451	0	0	0	0	0	12,785,451	12,785,451
33	Lift Station #63 Sewer Force Main	T&C	0.00%	100.00%	0.00%	1,316,096	0	1,316,096	0	0	369,400	0	0	946,697	1,316,096
34	Inverted Siphon Elimination	T&C	25.00%	75.00%	0.00%	4,393,519	0	4,393,519	0	0	924,874	308,291	0	3,160,354	4,393,519
35	Lift Station #12 Replace Cement Force Main	T&C	0.00%	0.00%	100.00%	1,100,000	0	1,100,000	0	0	0	0	1,100,000	0	1,100,000
36	Replace Deteriorated Iron Force Main at Lift Station #21	T&C	0.00%	0.00%	100.00%	1,010,000	0	1,010,000	0	0	0	0	1,010,000	0	1,010,000
37	Install New Force Main from Lift Station #6 to New Western Force Main	T&C	0.00%	100.00%	0.00%	11,026,490	0	11,026,490	0	0	3,094,896	0	0	7,931,594	11,026,490
38	New Force Main from Lift Station #23 to new Croton Western Force Main	T&C	0.00%	100.00%	0.00%	4,400,000	0	4,400,000	0	0	1,234,984	0	0	3,165,016	4,400,000
39	Add 6" Force Main to Lift Station #86	T&C	0.00%	0.00%	100.00%	63,073	0	63,073	0	0	0	0	63,073	0	63,073
40	Replace Deteriorated Cast Iron Force Main at Lift Station #26 (Pineapple Avenue)	T&C	0.00%	0.00%	100.00%	1,300,000	0	1,300,000	0	0	0	0	1,300,000	0	1,300,000
41	Upsize new Forcemain on Eau Gallie Blvd. from 8" to 12"	T&C	100.00%	0.00%	0.00%	1,875,000	0	1,875,000	0	0	0	526,272	0	1,348,728	1,875,000
42	Replace Deteriorated Iron Force Main at Lift Station #37 (Babcock) North of Railroad Tracks to Manhole #5220	T&C	0.00%	0.00%	100.00%	610,000	0	610,000	0	0	0	0	610,000	0	610,000
43	Replace Deteriorated Asbestos Cement Force Main at Lift Station #03	T&C	0.00%	0.00%	100.00%	250,000	0	250,000	0	0	0	0	250,000	0	250,000
44	Replace 9,000' of Deteriorated Cast Iron Force Main at Lift Station #29	T&C	0.00%	0.00%	100.00%	2,500,000	0	2,500,000	0	0	0	0	2,500,000	0	2,500,000
45	Rehab Force Mains Various	T&C	0.00%	0.00%	100.00%	1,000,000	0	1,000,000	0	0	0	0	1,000,000	0	1,000,000
46	**Subtotal Wastewater Collection System Improvements**					$66,976,211	$0	$66,976,211	$0	$0	$5,624,155	$896,640	$30,154,594	$30,300,823	$66,976,211
	Water Reclamation Improvements														
47	FEMA Generators LS 37,39,48,49,53 (WS Funding)	T&C	0.00%	0.00%	100.00%	$293,434	($220,098)	$73,336	$0	$0	$0	$0	$73,336	$0	$73,336
48	Facility Improvements at Grant Street to Include Flow Equalization, Modern Grit Handling Equipment, Rehabilitation of Influent Station, Headworks Facility &	Treatment	0.00%	100.00%	0.00%	43,736,862	(18,562,362)	25,174,500	25,174,500	0	0	0	0	0	25,174,500
49	Phase II Reuse Expansion at Grant Street	Treatment	50.00%	50.00%	0.00%	5,450,000	0	5,450,000	2,725,000	2,725,000	0	0	0	0	5,450,000
50	Biosolid Process Improvements	Treatment	0.00%	50.00%	50.00%	27,514,024	(2,686,291)	24,827,733	12,413,867	0	0	0	12,413,867	0	24,827,733
51	DB Lee Study Process, Odor, Corrosion	Other	0.00%	100.00%	0.00%	200,000	0	200,000	0	0	0	0	0	200,000	200,000
52	Operating Permit Renewal (WRFs)	Other	0.00%	100.00%	0.00%	150,000	0	150,000	0	0	0	0	0	150,000	150,000
53	DB Lee WRF - Sewer and Drainage Lines	Treatment	100.00%	0.00%	0.00%	500,000	0	500,000	0	500,000	0	0	0	0	500,000
54	DB Lee Process, Pipe & Control Imp.	Treatment	0.00%	25.00%	75.00%	23,100,000	0	23,100,000	5,775,000	0	0	0	17,325,000	0	23,100,000
55	Grant Street WRF Injection Well Permit	Other	0.00%	100.00%	0.00%	50,000	0	50,000	0	0	0	0	0	50,000	50,000
56	New Class 1 Injection Well	Treatment	0.00%	100.00%	0.00%	17,758,002	0	17,758,002	17,758,002	0	0	0	0	0	17,758,002
57	DB Lee Clarifier #3 Emergency Repair	Treatment	0.00%	0.00%	100.00%	1,230,000	0	1,230,000	0	0	0	0	1,230,000	0	1,230,000
58	Grant Street Reuse System Pump Upgrade	Treatment	0.00%	0.00%	100.00%	350,000	0	350,000	0	0	0	0	350,000	0	350,000
59	Grant Street Mechanical Bar Screens	Treatment	0.00%	0.00%	100.00%	1,260,000	0	1,260,000	0	0	0	0	1,260,000	0	1,260,000
60	Replacement of Two (2) and Add One (1) Mechanical Bar Screen At DB Lee Water Reclamation Facility (WRF)	Treatment	0.00%	0.00%	100.00%	2,100,000	0	2,100,000	0	0	0	0	2,100,000	0	2,100,000
61	Mechanical Integrity Test/Inspection for the Grant Street Injection Well System (March 2029)	Treatment	0.00%	0.00%	100.00%	300,000	0	300,000	0	0	0	0	300,000	0	300,000
62	Secondary Effluent Pump Station Rehabilitation and Expansion at both Water Reclamation Facilities	Treatment	0.00%	0.00%	100.00%	5,500,000	0	5,500,000	0	0	0	0	5,500,000	0	5,500,000
63	DB Lee Headworks Rehabilitation and Expansion/Stormwater Ditch Piping	Treatment	0.00%	0.00%	100.00%	16,500,000	0	16,500,000	0	0	0	0	16,500,000	0	16,500,000
64	Grant Street Facility Improvements including Trickling Filter Process Demolition and Storage Pond Return Station	Treatment	0.00%	50.00%	50.00%	8,800,000	0	8,800,000	4,400,000	0	0	0	4,400,000	0	8,800,000
65	Inspection of Transmission Mains	Treatment	0.00%	0.00%	100.00%	300,000	0	300,000	0	0	0	0	300,000	0	300,000
66	Upgrade Fiber Comms between WRFs	Treatment	0.00%	100.00%	0.00%	500,000	0	500,000	500,000	0	0	0	0	0	500,000
67	Rehabilitate Carousel Process including Rehabilitate Basin, Two Clarifiers, and Splitter Box to include Anoxic Tank at Grant Street Water Reclamation Facility	Treatment	0.00%	0.00%	100.00%	5,500,000	0	5,500,000	0	0	0	0	5,500,000	0	5,500,000
68	**Subtotal Water Reclamation Improvements**					$161,092,322	($21,468,751)	$139,623,571	$68,746,368	$3,225,000	$0	$0	$67,252,203	$400,000	$139,623,571

Table 3
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Summary of Wastewater Capital Improvement Program By Function

Line No.	Project Description	Type	Purpose			2025 - 2030 Estimated Capital Cost [1]	Adjustments [2]	Net Amount For Future Expenditures	Functional Category [3]						
			Expansion	Existing New	Existing Replace				Wastewater Treatment Existing	Wastewater Treatment Expansion	Transmission Existing	Transmission Expansion	Renewal & Replacement	Collection/ Other	Total
	Lift Station Operations Improvements														
69	Lift Station #42 Rehabilitation	T&C	0.00%	0.00%	100.00%	$1,195,054	$0	$1,195,054	$0	$0	$0	$0	$1,195,054	$0	$1,195,054
70	Rehabilitate Lift Station #55 (2900 Stewart Road)	T&C	0.00%	0.00%	100.00%	1,100,000	0	1,100,000	0	0	0	0	1,100,000	0	1,100,000
71	Replacement of Lift Station #23 (Mosswood)	T&C	0.00%	0.00%	100.00%	3,000,000	0	3,000,000	0	0	0	0	3,000,000	0	3,000,000
72	Lift Station #44 Rehabilitation	T&C	0.00%	0.00%	100.00%	3,500,000	0	3,500,000	0	0	0	0	3,500,000	0	3,500,000
73	Rehabilitate Lift Station #36 (1062 Sarno Road)	T&C	0.00%	0.00%	100.00%	1,310,000	0	1,310,000	0	0	0	0	1,310,000	0	1,310,000
74	Rehabilitate Lift Station #56 (1233 Sarno Road)	T&C	0.00%	0.00%	100.00%	1,290,000	0	1,290,000	0	0	0	0	1,290,000	0	1,290,000
75	Design and Construct New Western Lift (John Rodes/Ellis)	T&C	100.00%	0.00%	0.00%	3,875,000	0	3,875,000	0	0	0	1,087,628	0	2,787,372	3,875,000
76	**Subtotal Lift Station Operations Improvements**					$15,270,054	$0	$15,270,054	$0	$0	$0	$1,087,628	$11,395,054	$2,787,372	$15,270,054
	Reclaimed Water Distribution Improvements														
77	Commodore Blvd Utilities Upgrade	Other	0.00%	0.00%	100.00%	$250,000	$0	$250,000	$0	$0	$0	$0	$250,000	$0	$250,000
78	8" Reclaimed - Wickham/Parkway/EFSC	Other	100.00%	0.00%	0.00%	1,600,000	0	1,600,000	0	0	0	0	0	1,600,000	1,600,000
79	Construct 12" Reclaimed Water Main from Florida Avenue along Country Club to Edgewood Ave (PG-2) Phase 2	Treatment	100.00%	0.00%	0.00%	2,544,748	0	2,544,748	0	2,544,748	0	0	0	0	2,544,748
80	Construct 10" Reclaimed Water Main Parkway from Croton Road to Wickham Road (PD-4)	Other	100.00%	0.00%	0.00%	1,199,387	0	1,199,387	0	0	0	0	0	1,199,387	1,199,387
81	Construct 12" Reclaimed Water Main from Florida Avenue along Country Club to Edgewood Ave (PG-2) Phase 2	Treatment	100.00%	0.00%	0.00%	1,650,000	0	1,650,000	0	1,650,000	0	0	0	0	1,650,000
82	Construct Loop on Nasa Blvd from General Aviation to Harper Rd.	Treatment	100.00%	0.00%	0.00%	2,200,000	0	2,200,000	0	2,200,000	0	0	0	0	2,200,000
83	8" Reclaimed - Pirate/Lipscomb/Babcock	Other	100.00%	0.00%	0.00%	160,000	0	160,000	0	0	0	0	0	160,000	160,000
84	6" Reclaimed - Melbourne Sq Mall	Other	0.00%	0.00%	100.00%	200,000	0	200,000	0	0	0	0	200,000	0	200,000
85	**Subtotal Reclaimed Water Distribution Improvements**					$9,804,134	$0	$9,804,134	$0	$6,394,748	$0	$0	$450,000	$2,959,387	$9,804,134
	Other Water & Sewer Improvements & Facility Maintenance Projects at Water and Sewer Buildings														
86	Public Works Security Upgrades	Other	0.00%	100.00%	0.00%	$37,332	$0	$37,332	$0	$0	$0	$0	$0	$37,332	$37,332
87	Enterprise Asset Management Software	Other	0.00%	100.00%	0.00%	669,681	0	669,681	0	0	0	0	0	669,681	669,681
88	WRF Evaluation and Master Plan	Other	0.00%	100.00%	0.00%	500,000	0	500,000	0	0	0	0	0	500,000	500,000
89	EECBG Electric Trucks and Charging St.	Other	0.00%	100.00%	0.00%	73,065	(73,065)	0	0	0	0	0	0	0	0
90	Pole Barn Metal Post Repair	Other	0.00%	100.00%	0.00%	10,000	0	10,000	0	0	0	0	0	10,000	10,000
91	Risk and Resiliency Assessment	Other	0.00%	100.00%	0.00%	50,000	0	50,000	0	0	0	0	0	50,000	50,000
92	Lead and Copper Plan	Other	0.00%	100.00%	0.00%	1,175,000	0	1,175,000	0	0	0	0	0	1,175,000	1,175,000
93	Rate and Bond Study	Other	0.00%	100.00%	0.00%	62,500	0	62,500	0	0	0	0	0	62,500	62,500
94	Harper Road Gate 2 Replacement	Other	0.00%	100.00%	0.00%	50,000	0	50,000	0	0	0	0	0	50,000	50,000
95	Gate System and Call Boxes	Other	0.00%	100.00%	0.00%	175,000	0	175,000	0	0	0	0	0	175,000	175,000
96	Harper Road Carports	Other	0.00%	100.00%	0.00%	75,000	0	75,000	0	0	0	0	0	75,000	75,000
97	**Subtotal Other Water & Sewer Improvements & Facility Maintenance Projects at Water and Sewer Buildings**					$2,877,578	($73,065)	$2,804,513	$0	$0	$0	$0	$0	$2,804,513	$2,804,513
	Other Capital Improvements / Departmental Capital Outlay														
98	Utilities Administration	Other	0.00%	100.00%	0.00%	$27,950	$0	$27,950	$0	$0	$0	$0	$0	$27,950	$27,950
99	Utilities Operations	Other	0.00%	100.00%	0.00%	136,670	0	136,670	0	0	0	0	0	136,670	136,670
100	Meter Services	Other	0.00%	100.00%	0.00%	201,690	0	201,690	0	0	0	0	0	201,690	201,690
101	Environmental Community Outreach	Other	0.00%	100.00%	0.00%	21,000	0	21,000	0	0	0	0	0	21,000	21,000
102	Wastewater Collection	Collection	0.00%	100.00%	0.00%	2,227,819	0	2,227,819	0	0	0	0	0	2,227,819	2,227,819
103	Lift Station Operations	Collection	0.00%	100.00%	0.00%	1,413,200	0	1,413,200	0	0	0	0	0	1,413,200	1,413,200
104	Water Reclamation	Treatment	0.00%	100.00%	0.00%	4,248,767	0	4,248,767	4,248,767	0	0	0	0	0	4,248,767
105	Reclaimed Water Distribution	Collection	0.00%	100.00%	0.00%	516,090	0	516,090	0	0	0	0	0	516,090	516,090
106	Allowance for Departmental Capital Outlay	Other	0.00%	100.00%	0.00%	675,000	0	675,000	0	0	0	0	0	675,000	675,000
107	**Subtotal Other Capital Improvements / Departmental Capital Outlay**					$9,468,185	$0	$9,468,185	$4,248,767	$0	$0	$0	$0	$5,219,419	$9,468,185
108	**TOTAL WASTEWATER PROJECTS**					$265,488,484	($21,541,816)	$243,946,668	$72,995,135	$9,619,748	$5,624,155	$1,984,268	$109,251,850	$44,471,513	$243,946,668
109	**PERCENT OF TOTAL**							100.00%	29.92%	3.94%	2.31%	0.81%	44.79%	18.23%	100.00%

Footnotes:

[1] Amounts shown reflect the Multi-Year Capital Program as provided by the City.

[2] Downward adjustments reflect projects: i) anticipated to be funded by grants as identified by the City; ii) recognized in the existing assets summary to be consistent with existing capacity assumptions; or iii) renewal and replacement projects not considered applicable to the fee determination process.

[3] Assets are categorized based on information provided by the City.

Table 4
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Summary of Water and Wastewater Treatment Capacity

Line No.	Description	Amounts
	Water System:	
	Plant Capacity	
1	John A. Buckley SWTP (MDG) (AADF)	18.000
2	Joe Mullins RO WTP (MGD) (AADF)	5.000
3	Expansion of Joe Mullins RO WTP (MGD) (AADF)	5.000
4	Total Capacity (MDG) (AADF)	28.000
	Plant Flows	
5	Existing Average Daily Flow for FY 2020 - 2024 (MGD) [1]	17.371
	Available Plant Capacity for New Growth	
6	Total Capacity (MDG) (AADF)	28.000
7	Existing Average Daily Flow (MGD) (AADF)	(17.371)
8	Capacity Available for New Growth (MGD) (AADF)	10.629
9	Percentage of Plant Capacity	37.96%
	Wastewater System:	
	Plant Capacity	
10	David B. Lee WRF (MGD) (AADF)	7.000
11	Grant Street WRF (MGD) (AADF)	5.500
12	Total Capacity (MDG) (AADF)	12.500
	Plant Flows	
13	Existing Average Daily Flow for FY 2020 - 2024 (MGD) [1]	9.982
	Available Plant Capacity for New Growth	
14	Total Capacity (MDG) (AADF)	12.500
15	Existing Average Daily Flow (MGD) (AADF)	(9.982)
16	Capacity Available for New Growth (MGD) (AADF)	2.518
17	Percentage of Plant Capacity	20.14%

Footnotes:

[1] Amounts shown based on historical treatment data as provided by the City.

Table 5
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Design of Water Impact Fee

Line No.	Description	Amount
	Total Estimated Cost of Water Production and Treatment Facilities:	
1	Existing Facilities [1]	$135,309,985
2	Additional Financing Costs [2]	$14,499,105
3	Additional Costs Capitalized - CIP [3]	140,978,675
4	Less Recognition of Retirements [4]	(26,909,132)
5	Less Receipt of Grant Funds [5]	(257,316)
6	Subtotal Water Production and Treatment Facilities	$263,621,317
7	Existing and Planned Permitted Capacity of Plant Facilities (MGD) (AADF) [6]	28.000
8	Existing Average Daily Flow (MGD) (AADF) [7]	17.371
9	Dwelling Unit Factor - (GPD) (ADF) [8]	240.0
10	Estimated Dwelling Units to be Served by Existing and Planned Facilities	116,667
11	Percent Remaining Capacity of Facilities	37.96%
12	Allocation of Facilities to Incremental Growth	$100,068,832
13	Rate per Dwelling Unit of Water Production and Treatment Facilities	$2,259.61
	Primary Transmission System:	
14	Existing Facilities [9]	$41,149,855
15	Additional Financing Costs [2]	$3,206,763
16	Additional Costs Capitalized - CIP [10]	13,948,441
17	Less Receipt of Grant Funds [5]	0
18	Total Primary Transmission Facility Costs	$58,305,059
19	Estimated Dwelling Units served by Transmission Facilities [11]	116,667
20	Rate per Dwelling Unit of Primary Transmission Facilities	$499.75
21	**Total Calculated Combined Rate per Dwelling Unit**	**$2,759.36**
22	**Rounded Rate per Dwelling Unit**	**$2,755.00**
23	Cost Per Gallon	$11.48
24	Existing Rate per Gallon	$6.42
25	Existing Rate per Dwelling Unit	$1,540.00
26	Proposed Increase / (Decrease)	$1,215.00

AADF = Average Annual Daily Flow
GPD = Gallons per Day

Footnotes continued on the following page.

Table 5
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Design of Water Impact Fee

Footnotes:

[1] Amount based on Table 1 and reflects water production and treatment assets currently in service.

[2] Reflects the average (50%) interest costs on the water system expansion-related portion of outstanding bonds as of September 30, 2025.

[3] Amount derived from Table 2 and reflects the planned upgrades to the existing water production and treatment facilities and is net of anticipated grant funding.

[4] Retirement adjustment made to account for new reverse osmosis treatment capacity replacing water treatment assets.

[5] Total cost of facilities is reduced by grants and other outside funding sources, if any, as provided by the City.

[6] Amount reflects the maximum design capacity of the existing facilities and is shown in detail as follows:

Description	Plant Capacity
Existing Plant Capacity (MDG) (AADF)	23.000
Capacity to Be Added During Forecast Period: 2025 - 2030 (MGD-AADF)	5.000
Total Capacity (MDG) (AADF)	28.000

[7] Amount reflects the average daily flow for provided historical flow data for Fiscal Years October 2019 through September 2024.

[8] Amount reflects the City's level of service provided for a residential dwelling unit.

[9] Amount based on Table 1 and reflects water transmission assets currently in service.

[10] Amount derived from Table 2 and reflects the planned upgrades to the existing water transmission system.

[11] Amount assumes transmission capacity is consistent with the existing and estimated future water treatment capacity.

Table 6
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Design of Wastewater Impact Fee

Line No.	Description	Amount
	Total Estimated Cost of Wastewater Treatment and Disposal Facilities:	
1	Installed Cost - Existing Facilities [1]	$102,514,925
2	Additional Financing Costs [2]	$4,245,996
3	Additional Costs Capitalized - CIP [3]	82,614,883
4	Less Receipt of Grant Funds [4]	(1,764,176)
5	Subtotal Wastewater Treatment and Disposal Facilities	$187,611,628
6	Existing Permitted Capacity of Plant Facilities (MGD) (AADF) [5]	12.500
7	Existing Average Daily Flow (MGD) (AADF) [6]	9.982
8	Dwelling Unit Factor - (GPD) (ADF) [7]	240.0
9	Estimated Dwelling Units Permitted to be Served by Existing Facilities	52,083
10	Percent Remaining Capacity of Existing Facilities	20.14%
11	Allocation of Existing Facilities to Incremental Growth	$37,793,986
12	Rate per Dwelling Unit of Wastewater Treatment and Disposal Facilities	$3,602.14
	Primary Transmission System:	
13	Existing Facilities [8]	$21,631,087
14	Additional Financing Costs [2]	$667,398
15	Additional Costs Capitalized - CIP [9]	7,608,423
16	Less Receipt of Grant Funds [4]	(417,570)
17	Total Primary Transmission Facility Costs	$29,489,338
18	Estimated Dwelling Units served by Transmission Facilities [10]	52,083
19	Net Rate per Dwelling Unit of Primary Transmission Facilities	$566.19
20	**Total Calculated Combined Rate per Dwelling Unit**	**$4,168.33**
21	**Rounded Rate per Dwelling Unit**	**$4,165.00**
22	Cost Per Gallon	$17.35
23	Existing Rate per Gallon	$9.21
24	Existing Rate per Dwelling Unit	$2,210.00
25	Proposed Increase / (Decrease)	$1,955.00

ADF = Average Daily Flow
GPD = Gallons per Day

Footnotes continued on the following page.

Table 6
City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Design of Wastewater Impact Fee

Footnotes:

[1] Amount based on Table 1 and reflects wastewater treatment and disposal assets currently in service.

[2] Reflects the average (50%) interest costs on the wastewater system expansion-related portion of outstanding bonds as of September 30, 2025.

[3] Amount derived from Table 3 and reflects the planned upgrades to the existing wastewater treatment and disposal facilities and is net of anticipated grant funding.

[4] Total cost of facilities is reduced by grants and other outside funding sources, if any, as provided by the City.

[5] Amount reflects the maximum design capacity of the existing facilities and is shown in detail as follows:

Description	Plant Capacity
Plant Capacity (MDG) (AADF)	12.500
Capacity to Be Added During Forecast Period: 2025 - 2030 (MGD-AADF)	0.000
Total Capacity (MDG) (AADF)	12.500

[6] Amount reflects the average daily flow for provided historical flow data for Fiscal Years October 2019 through September 2024.

[7] Amount reflects the City's level of service provided for a residential dwelling unit.

[8] Amount based on Table 1 and reflects wastewater transmission assets currently in service.

[9] Amount derived from Table 3 and reflects the planned upgrades to the existing wastewater transmission system.

[10] Amount assumes transmission capacity is consistent with the existing and estimated future wastewater treatment capacity.

Table 7

City of Melbourne, Florida
Water and Wastewater Impact Fee Study

Comparison of System Development Impact Fees Per ERU For Water and Wastewater Service [1]

Line No.	Description	Residential 5/8" x 3/4" Meter Water	Wastewater	Combined
	City of Melbourne			
1	Existing Fees	$1,540	$2,210	$3,750
2	Proposed Fees	$2,755	$4,165	$6,920
	Florida Utilities: Located in Brevard County:			
3	Brevard County	$1,903	$2,257	$4,160
4	City of Cocoa	$1,750	$3,325	$5,075
5	City of Cocoa Beach	$1,750	$2,200	$3,950
6	City of Palm Bay	$2,049	$3,300	$5,349
7	City of Titusville	$1,970	$2,190	$4,160
8	City of West Melbourne	$4,576	$3,000	$7,576
	Other Florida Utilities:			
9	City of Daytona Beach	$1,736	$2,814	$4,550
10	City of Edgewater	$1,920	$4,460	$6,380
11	Fort Pierce Utilities Authority	$1,850	$2,850	$4,700
12	Indian River County	$1,463	$2,624	$4,087
13	Village of Indiantown	$2,790	$1,500	$4,290
14	Martin County	$1,710	$2,100	$3,810
15	New Smyrna Beach Utilities Commission	$1,485	$1,445	$2,930
16	City of Ormond Beach	$2,333	$3,577	$5,910
17	City of Port St. Lucie	$4,925	$3,250	$8,175
18	St. Lucie County	$3,773	$3,425	$7,198
19	St. Lucie West Services District	$2,390	$1,930	$4,320
20	City of Stuart	$1,933	$2,092	$4,025
21	City of Vero Beach	$1,499	$2,290	$3,789
22	**All Other Florida Utilities Average**	$2,306	$2,665	$4,970

Footnotes:
[1] Amounts shown reflect charges in effect in May of 2025.

Melbourne City Council
November 25, 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.19.

Subject:
Discussion on Eau Gallie CRA Interlocal Agreement (ILA)

Background/Consideration:
Since receiving City Council direction on July 8, 2025, to negotiate amendments to the Interlocal Agreement (ILA) for the Eau Gallie Community Redevelopment Agency (CRA) with Brevard County, staff from both entities have met, and City staff provided the County with a draft of a proposed revised and restated ILA in August 2025. On November 18, 2025, the Brevard County Board of County Commissioners held a discussion regarding the proposed amendments to the ILA.

During the Commission meeting, the Board discussed how County staff should proceed with the City of Melbourne on the terms of the proposed amendments to the ILA. Following deliberation, the Board voted to table the item for further discussion at its next regular meeting, scheduled for December 2, 2025.

Brevard County Commission Comments and Concerns:

- **Parking Fee Structure:** There should be no fee differential (city residents vs. non-city residents) for any parking fees in the garage. City Response – A provision is already included in Section 9(d) of the draft ILA to be modified to current county language.
- **Public Parking Requirement Adjustment:** The original requirement of 90% public parking in the garage has been revised. City response — Per the City Code, the hotel development requires 242 spaces (approximately 45% of total proposed parking in the garage), and the draft ILA presented to the County proposed a minimum of 250 dedicated public parking spaces in lieu of a percentage-based requirement, as reflected in Section 5(a). Additionally, Section 5(c) prohibits the use of any private development partner using the dedicated public parking spaces.
- **Proposed Early Sunset of CRA:** The County Commission expressed interest in sunsetting the CRA earlier than the existing sunset of 2038. City Response — Based on the City's review of current savings and projected tax increment finance (TIF) revenue, it is financially feasible to propose a new sunset date of 2033. This revision could be incorporated into Section 4.
- **Incorporation of Low Impact Development (LID) design standards:** Some County Commissioners expressed a desire to integrate LID (Low Impact Development) design standards into the garage and hotel project. City response — Staff will review opportunities for implementation of LID standards for the garage and hotel parcels and include requirements in

the public-private partnership (P3) agreement. This revision can be incorporated into Section 5.

- **Updated Project Cost Estimate:** The total project cost has increased to $10.5 million, with a proposed cap of $12,075,000 to cover procurement and construction inspection costs. City response – Section 7(a) of the draft ILA references the third-party cost review conducted to validate the cost of constructing 300 public parking spaces. It is infeasible for the City to construct a garage providing 250–300 parking spaces for $8.9 million at this time.
- **Bond Counsel Review:** A review by bond counsel is requested to determine the eligibility of tax-exempt financing, debt service, and to confirm the appropriate bond amount. City response – Section 8(a) of the draft ILA addresses bond counsel's role in determining the tax basis of financing for the project. While bond counsel and the City's financial advisors will provide input on the final financing amount, the final decision should come from City Council.
- **Long-Term Free Parking Commitment:** The County Commission expressed the desire to maintain free public parking in the garage for 50 years, or until the CRA sunsets, or potentially beyond. City response – Section 9(a) and (b) proposed a no-fee structure until a parking management plan is adopted, which would not happen within an estimated five (5) years after construction of the garage. The City will evaluate and recommend a time period based on estimated long-term capital expenditures and maintenance.
- **Use of Parking Fee Revenue:** Any parking fees collected from paid parking must be dedicated solely to the maintenance and operation of the parking garage. City response – Section 9(c) of the draft ILA states that all funding will be utilized for the capital and annual operational/maintenance costs of the garage.

Fiscal/Budget Impact:
Charging for parking and allocating those revenues toward maintenance is a fiscally responsible approach. Forgoing this option could result in a substantial ongoing cost burden, which would need to be covered by alternative funding sources.

Requested Action:
Continued direction to proceed with negotiations with Brevard County regarding a proposed amendment to the Interlocal Agreement.

REVISED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN CITY OF MELBOURNE, OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY AND BREVARD COUNTY

THIS REVISED AND RESTATED INTERLOCAL AGREEMENT is entered into by and between the following Parties: the CITY OF MELBOURNE, a Florida municipal corporation, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter "the CITY"), the OLDE EAU GALLIE RIVERFRONT COMMUNITY REDEVELOPMENT AGENCY, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes, 900 E. Strawbridge Ave., Melbourne, Florida 32901 (hereinafter "the AGENCY"), and BREVARD COUNTY, a political subdivision of the State of Florida (in its own name and on behalf of each County Taxing Authority, as defined in section 2e., below), 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter collectively called "the COUNTY").

WITNESSETH:

WHEREAS, the CITY created the AGENCY pursuant to CITY Resolution No. 1657 and Ordinance No. 2001-23 after the COUNTY delegated its authority under Part III, Ch. 163, Florida Statutes, as set forth in COUNTY Resolution 2000-249; and

WHEREAS, the CITY created a tax increment redevelopment trust fund (AGENCY tax increment fund) pursuant to section 163.387, Florida Statutes, and CITY Ordinance No. 2001-23 as a part of the noted CITY and COUNTY enabling authority; and

WHEREAS, the CITY and COUNTY have continuously paid their respective full AGENCY tax increment payments required by section 163.387(1), Florida Statutes, and CITY Ordinance No. 2001-23 to the AGENCY since the first fiscal year of the AGENCY's operation; and

WHEREAS, the AGENCY desires to carry out community redevelopment objectives in the District by constructing a structured parking garage pursuant to section 163.370(2)(c)3. Florida Statutes, in the blighted and cramped downtown Eau Gallie area to revitalize it; and

WHEREAS, in order for AGENCY to finance and construct said parking garage, the AGENCY requires an extension to its termination date; and

WHEREAS, the COUNTY also has budgetary needs to improve transportation and roadways; and

WHEREAS, on May 24, 2021, the CITY, AGENCY, and COUNTY entered into an Interlocal Agreement, as recorded in Official Records Book 9131, Page 321 of the Public Records of Brevard County, Florida (the "Original Interlocal Agreement"); and

WHEREAS, the CITY and COUNTY have enjoyed an excellent relationship over the years, and desire to cooperate in achieving the AGENCY's community redevelopment goals; and

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WHEREAS, the Parties desire to replace the Original Interlocal Agreement with this Revised and Restated Interlocal Agreement to accomplish the finance and construction of said structured parking garage.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated into this Agreement by this reference.
2. **DEFINITIONS.** The following terms shall have the meanings indicated below, unless the context requires a different meaning:
    a. "AGENCY" means the Olde Eau Gallie Riverfront Community Redevelopment Agency, a Florida dependent special district created pursuant to Part III, Chapter 163, Florida Statutes.
    b. "AGENCY Termination Date" means September 30, 2038, unless as otherwise set forth by Section 4 of this Agreement.
    c. "CITY" means the City of Melbourne, a Florida municipal corporation.
    d. "COUNTY" means Brevard County, a subdivision of the State of Florida.
    e. "County Taxing Authority" means the COUNTY, through its Board of County Commissioners, and any COUNTY established municipal services taxing unit or dependent special district on behalf of which the County levies taxes or approves a budget, to the extent such municipal services taxing unit or dependent special district is required to contribute a tax increment to the AGENCY tax increment fund established in accordance with the requirements of Section 163.387, Florida Statutes.
    f. "Increment" or "Tax Increment" shall have the same meaning as "Increment" as set forth in in Section 163.387(1)(a), Florida Statutes.
    g. "Parking Garage Project" means a CITY and AGENCY redevelopment project for a structured parking garage with public parking in downtown Eau Gallie.
    h. "Parking Garage Property" means the CITY property upon which the Parking Garage Project is constructed and operated.
3. **AUTHORITY.** This Agreement is being entered into under the authority vested in the Parties by Section 163.387(3)(b), Florida Statutes and, pursuant to that authority, supersedes any provision or requirement set forth in Section 163.387, Florida Statutes to the extent of any conflict with this agreement and that statutory provision.
4. **AGENCY TERMINATION DATE.** Pursuant to Section 4 of the Original Interlocal Agreement, on July 6, 2021, the COUNTY adopted Resolution No. 2021-083, and on September 15, 2021, the CITY adopted Ordinance No. 2021-37 to extend the termination date of the AGENCY to September 30, 2038. Pursuant to this Agreement, the AGENCY Termination Date shall remain no later than September 30, 2038.

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As with the Original Interlocal Agreement, in the event the CITY and AGENCY are able to complete construction of the Parking Garage Project and satisfy all indebtedness related to the construction of the Parking Garage Project prior to September 30, 2038, the CITY and AGENCY agree to take such actions with the COUNTY as may be required to terminate the AGENCY prior to September 30, 2038.

5. ELIGIBLE CITY & AGENCY PROJECT – PARKING GARAGE PROJECT.

a. **Parking Garage Project.** The Parties agree that the sole AGENCY redevelopment project shall be the development, construction, and operation of the Parking Garage Project. The Parking Garage Project shall create at least two-hundred fifty (250) dedicated public parking spaces. The Parties agree that the development, procurement, and operation of the Parking Garage Project shall be consistent with, and subject to, the terms and conditions of this Agreement.
Pursuant to Section 11 of the Original Interlocal Agreement, the AGENCY Redevelopment Plan was revised on September 15, 2021, through Ordinance No. 2021-37 to specifically identify the Parking Garage Project. Any further revision of the AGENCY redevelopment plan shall require the approval of the Brevard County Board of County Commissioners.

b. **Ownership of Parking Garage Project.** The CITY and AGENCY agree that the Parking Garage Project, and the land upon which it is located, shall be owned by the CITY. The COUNTY acknowledges and agrees that, should the Parking Garage Project be developed through a public-private partnership agreement, such agreement may grant a lease or license interest in parking spaces not used as public parking for the use of private development.

c. **Public Parking Spaces.** The CITY and AGENCY agree that a minimum of two-hundred fifty (250) parking spaces within the Parking Garage Project are to be used as public parking for a period of fifty (50) years and consistent with the terms and conditions of this Agreement.

The CITY and AGENCY further agree that, if the Parking Garage Project is developed as a public-private partnership, no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership.

6. ELIGIBLE PROCUREMENT METHODS FOR PARKING GARAGE PROJECT.

a. **CITY & AGENCY Capital Improvement Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for capital improvement projects.

b. **Public-Private Partnership Project:** The CITY and AGENCY may choose to undertake the Parking Garage Project pursuant to relevant state law and City Code procurement processes for a public-private partnership.

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7. **ELIGIBLE APPROPRIATIONS AND EXPENDITURES OF AGENCY FUNDS.** The Parties agree that the AGENCY may appropriate and expend AGENCY tax increment funds as follows:

   a. **Capital Expenditures and Project-Related Costs.** The Parties acknowledge and agree that the CITY and AGENCY have provided the COUNTY with a cost estimate for a 300-space structured parking garage facility at the Project site in downtown Eau Gallie from engineering consultants with experience developing structured parking garage facilities. The Parties further acknowledge and agree that this cost estimate substantiates the CITY's and AGENCY's intended capital investment of up to $10.5 million for the Parking Garage Project, whether through a CITY and AGENCY capital improvement project expenditure or through a capital contribution to a public-private partnership project.

      In addition to capital expenditures or contributions of up to ten-million five-hundred thousand dollars ($10, 500,000.00) toward the Project, the CITY and AGENCY will also incur associated costs with the procurement, development, and construction of this Project including, but not limited to, legal costs related to drafting of construction contracts and a public-private partnership agreement, costs of issuing indebtedness to finance the construction costs or capital contribution, professional engineering design or consulting costs, construction engineering inspection management costs, preconstruction and postconstruction bonds, and other similar related costs of the Project. The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds on such costs of the Project to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.

      Accordingly, the Parties agree that the CITY and AGENCY may appropriate and expend AGENCY tax increment funds (and associated indebtedness contemplated by this Agreement) in an amount not to exceed $12,075,000 dollars towards the capital expenditures and associated costs of the Parking Garage Project. The COUNTY further agrees that such a capital contribution to a public-private partnership, pursuant to the terms and conditions of this Agreement, does not constitute the use of AGENCY tax increment funds (and related indebtedness contemplated by this Agreement) to subsidize any private portions of the Parking Garage Project or other related private development within a public-private partnership.

   b. **Debt Service on Indebtedness for Parking Garage Project**. The Parties agree that the CITY and AGENCY are authorized to expend available AGENCY tax increment funds to pay outstanding debt service on issued indebtedness for the Parking Garage Project, as described further in Section 8 herein, to the extent such expenditures are eligible under Ch. 163, Part III, Florida Statutes.

   c. **Other Administrative Costs of the AGENCY.** Pursuant to Section 6(c) of the Original Interlocal Agreement, the CITY and AGENCY have wound down all other AGENCY projects, obligations, and actions such that the Parking

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Garage Project is the only remaining project, and all AGENCY expenditures are those associated with the Parking Garage Project and administrative expenses for actions required by Statute, the Original Interlocal Agreement, or the Special Districts Office of the Florida Department of Commerce. Pursuant to this Agreement, the CITY and AGENCY are authorized to expend available AGENCY funds on AGENCY administrative expenses for actions required by Statute, this Agreement, or the Special Districts Office of the Florida Department of Commerce.

d. **Unspent AGENCY Tax Increment Funds.** The Parties agree that, after the Effective Date of this Agreement, any AGENCY tax increment funds not appropriated or expended pursuant to subsections (a) through (d) above, may either be deposited into an escrow account for the purpose of later reducing the amount of indebtedness pursuant to Section 163.387(7)(c), Florida Statutes, or returned to the Taxing Authorities at the end of each fiscal year pursuant to Section 163.387(7)(a), Florida Statutes.

8. AGENCY INDEBTEDNESS FOR PARKING GARAGE PROJECT.

a. **Limitations; Purpose.** The Parties agree that the AGENCY may only borrow money, issue any kind of bond, pledge tax increment funds to a bond, incur indebtedness, and apply for and accept advances, loans, or any other repayable financial assistance, or to give such security as may be required for any of the above in furtherance of the Parking Garage Project pursuant to the terms and conditions of this Agreement. The CITY and AGENCY agree the AGENCY shall not undertake the above-described activities of incurring debt for any other purpose and shall only incur indebtedness consistent with this Agreement.

b. **Amount; Maturity Date.** The Parties agree that the AGENCY's projections for tax increment funding to the AGENCY through the Termination Date can support indebtedness for the expenditures set forth in Section 7 in furtherance of the Parking Garage Project. The COUNTY agrees and authorizes the CITY and AGENCY to issue indebtedness for the Parking Garage Project and related eligible expenditures, so long as the maturity date of the indebtedness does not exceed the AGENCY Termination Date.

c. **Tax-Basis.** The indebtedness for the Parking Garage Project shall be issued on a tax-exempt basis, unless the CITY and AGENCY's bond counsel advises that all or a portion of it should be issued on a taxable basis.

9. PUBLIC PARKING SPACES; PARKING REVENUE AND ELIGIBLE USES OF SUCH REVENUE.

a. **Term of Free Public Parking; Time Limits; Enforcement.** The Parties agree that the public parking spaces of the Project will be available with no term parking fees (i.e. hourly, daily, etc.) until such time as a parking management plan is adopted by City Council for Downtown Eau Gallie after the Project is completed. Notwithstanding this provision for public parking with no term fees, the CITY and AGENCY are authorized to adopt and enforce

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time limitations on public parking, and to enforce penalties of those time limitations through fines and charges as adopted by City Council.

b. **Paid Public Parking.** Subsequent to the adoption of a parking management plan as described in subsection (a) above, which the CITY agrees shall not occur earlier than five (5) years after the Project is completed the CITY and AGENCY (if still active) are authorized to adopt and enforce term fees (i.e. hourly, daily, etc.), time limitations, and penalties for the public parking spaces of the Project as adopted by City Council.

c. **Eligible Uses of Public Parking Fees and Enforcement Revenues.** The CITY and AGENCY agree that all revenues collected based on public parking management programs of the Project described in subsections (a) and (b) above shall be utilized in the following order of priority:

    i. Capital Maintenance Reserves for the Project: The CITY will first utilize parking revenues to fund its capital maintenance reserves for the Project, based on each relevant adopted fiscal year budget and the City's capital reserve and investment policies.

    ii. Annual Operational and Maintenance Obligations for the Project: The CITY will next utilize parking revenues for any annual operational and maintenance obligations it may have for the Parking Garage Project.

d. **Rate Structure of Parking Management Plan.** The CITY and AGENCY agree that the rate structure of the adopted parking management plan will [COUNTY language for uniform rates, etc.] and will make reasonable attempts to set rates to collect annual revenues for the estimated needs for the eligible uses set forth in subsection (c) above.

10. CITY AND COUNTY TAX INCREMENT CONTRIBUTION.

a. COUNTY Tax Increment Contribution. Pursuant to Section 163.387, Florida Statutes, the COUNTY agrees to continue its annual contribution to the AGENCY TAX increment trust fund in every fiscal year through the AGENCY Termination Date.

b. CITY Tax Increment Contribution. Pursuant to Section 163.387, Florida Statutes, the CITY agrees to continue its annual contribution to the AGENCY tax increment trust fund in every fiscal year through the AGENCY Termination Date.

11. RESTRICTIVE COVENANT. In furtherance of the terms and condition set forth in this Section 5, the CITY and AGENCY agree to execute and record a restrictive covenant on the Parking Garage Property in the Public Records of Brevard County, Florida for the following:

    i. That the Parking Garage Property shall be owned by the CITY for a period of fifty (50) years from the date the restrictive covenant is recorded, except as authorized to be transferred by the COUNTY;

    ii. That a minimum of two-hundred fifty (250) parking spaces are dedicated as public parking for a period of fifty (50) years from the date the restrictive covenant is recorded;

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iii. That no private development partner may use any of the dedicated public parking spaces to meet applicable parking requirements in the Melbourne City Code for associated private development in the public-private partnership; and

iv. Notwithstanding the dedication of two-hundred fifty (250) parking spaces for public parking, such public parking shall be subject to the fee and enforcement provisions of Section 9 of this Agreement.

12. BOUNDARIES. The Parties agree that the CITY and AGENCY shall not modify the AGENCY redevelopment plan to expand the boundaries of the Olde Eau Gallie Riverfront Community Redevelopment Area without the consent of the COUNTY.

13. ACCOUNTING; ANNUAL AUDIT; REPORT; MEETING.

a. **Transfers of AGENCY Funds.** The CITY and AGENCY agree that all transactions with AGENCY funds will occur within the AGENCY trust fund.

b. **Parking Garage Project Asset Reporting Per GASB Standards.** The CITY and AGENCY will follow Chapter 163, Part III, Florida Statutes and GASB standards for accounting pertaining to the Parking Garage Project.

c. **Annual Audit Reports.** Each fiscal year, the AGENCY shall prepare and submit to the COUNTY a report in the form set forth in Exhibit A, attached and incorporated herein by reference. The AGENCY shall also prepare and submit to the COUNTY an annual report of the AGENCY to included audited financial statements to the COUNTY, as required by Section 163.387(8), Florida Statutes. The CITY and AGENCY agree to have the independent auditor preparing the audit report examine AGENCY expenditures and certify that all AGENCY tax increment fund revenues have been lawfully expended solely in compliance with and for community redevelopment purposes authorized by law, under the provisions of Chapter 163, Part III, Florida Statutes, and the terms of this Agreement.

d. **Meeting.** The City Manager of the CITY or Chairperson of the AGENCY governing body agrees to meet annually with the County Commissioner of District 4 to discuss the annual audit reports. The CITY, AGENCY, and COUNTY agree that, in accordance with its authority under Section 125.01(1)(x), Florida Statutes, at any time during the remaining term of the AGENCY, the COUNTY shall have the right to require the AGENCY to retain an independent auditor to conduct a performance audit paid for by the COUNTY.

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14. **EFFECT OF AGREEMENT.** This Agreement, including the exhibits, and any written amendments executed by the Parties to this Agreement constitute the entire agreement between the Parties. This Agreement may be amended only by written agreement approved and executed with the same formalities as this Agreement by all Parties. This Agreement supersedes all prior agreements to the extent that they are in conflict with this Agreement, including the Original Interlocal Agreement. Nothing in this Agreement shall be interpreted as modifying the authority of the Board of County Commissioners as outlined in Section 3(b) of COUNTY Resolution 2000-249.

15. **ATTORNEY'S FEES.** In the event any litigation arises out of this Agreement or under this Agreement, each party shall bear its own attorney's fees and costs.

16. **NOTICES.** All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and, in the case of notice to the City or County Manager, by email. Notice shall be deemed to have been duly given if emailed and by personal delivery or deposit of the same in certified mail:

    CITY and CRA:

    COUNTY:

17. **GOVERNING LAW.** The validity, construction, and enforcement of, and the remedies under this Agreement, shall be governed in accordance with the laws of the State of Florida, and venue of any proceeding shall be Brevard County, Florida.

18. **SAVINGS CLAUSE.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

19. **EFFECTIVE DATE; RECORDING; EFFECT ON PRIOR INTERLOCAL AGREEMENT.** This Agreement shall take effect on the date that it is executed by all Parties and recorded in the Official Records of Brevard County, Florida by either the CITY or COUNTY. Upon recording, this Agreement shall supersede and terminate the Original Interlocal Agreement.

[SIGNATURE BLOCKS]

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Melbourne City Council
November 25, 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.20.

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 (3) additional entities' events after the City Clerk's Office contacted each of the three (3) 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 Council meeting agenda, the costs involved with attending these events, and bullet points on the public benefit that each event or organization will contribute to Melbourne.

At the October 28, 2025 regular Council meeting, Council voted to postpone the discussion item. Council Member Smith has since advised that "CivMil" will not be included in the discussion.

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 (account 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.

Additionally, the monthly travel allowance provided to the Mayor ($415/month) and individual City Council members ($255/month) can be used to pay for attending these types of events.

Requested Action:
Council discussion on possible revisions to Council Policy #36 to add additional organizations (such as Palm Bay Chamber of Commerce, LEAD Brevard, and weVENTURE) 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

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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.

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 and weVENTURE 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
November 25, 2025
City Manager's Item Report

Department:	Mayor and Council
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.21.a.

Subject:
Appointment of Vice Mayor.

Background/Consideration:
City Council needs to appoint a Vice Mayor for 2025-2026. The following is a list of the past five Vice Mayors:

2024-2025: David Neuman
2023-2024: Yvonne Minus
2022-2023: Mark LaRusso
2021-2022: Julie Sanders
2020-2021: Tim Thomas

The authority for appointment of a Vice Mayor is found in the City Charter and in the City Council's rules of procedure.

City Charter, Section 2.04

"...the council may elect from its membership a vice-mayor who shall serve as mayor in the absence of the mayor."

Council's Rules of Procedure (Resolution No. 4300)

Rule 6 — Selection of the Vice Mayor. This rule provides that any member of the City Council other than the Mayor is eligible to serve as Vice Mayor. The person serving as Vice Mayor must at all times be a member of the City Council. The City Council will select one of its members to serve as Vice Mayor for one year. There are no term limits for the position of Vice Mayor.

Fiscal/Budget Impact:
N/A

Requested Action:
Through the nomination process, appoint a member to serve as Vice Mayor for the 2025-2026 year.

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Mayor and Council
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.21.b.

Subject:
Appointment of three members to the Airport Authority.

Background/Consideration:
The Melbourne Airport Authority consists of seven (7) members. Three (3) of the members are members of the City Council who are appointed by City Council. The current members representing City Council are Paul Alfrey, David Neuman and Mark LaRusso. Their terms will expire on December 11, 2025. All three members would like to be considered for reappointment to the Airport Authority.

The Airport Authority is recognized in Section 3.25 of the City Charter and the composition is outlined in Section 12-139 of the City Code. The City Code provides that the term of any member of the City Council who may be appointed to the Airport Authority shall terminate upon the member ceasing to be a Council Member or at the end of his two-year term, whichever shall occur first.

Fiscal/Budget Impact:
N/A

Requested Action:
Using the nomination process, appoint three City Council members to the Melbourne Airport Authority.

MEMBER	CONTACT INFO	TERM
City Council Members Mayor Paul Alfrey 900 E. Strawbridge Avenue Melbourne, FL 32901	(321) 508-4339 paul.alfrey@mlbfl.org	December 12, 2023 – December 11, 2025 2-year term
Vice Mayor David Neuman 900 E. Strawbridge Avenue Melbourne, FL 32901	(321) 468-2076 david.neuman@mlbfl.org	November 26, 2024 – December 11, 2025 Unexpired 2-year term
Council Member Mark LaRusso 900 E. Strawbridge Avenue Melbourne, FL 32901	(321) 779-8505 mark.larusso@mlbfl.org	December 12, 2023 – December 11, 2025 2-year term
Chamber of Commerce Brent Peoples P.O. Box 2076 Melbourne, FL 32902	(321) 723-3664	December 12, 2023 – December 11, 2025 2-year term
Industrial Air Center Tenant Dan Schwinn, CEO Avidyne 710 North Drive Melbourne, FL 32934	(321) 751-8436 dan@avidyne.com	December 10, 2024 – December 11, 2025 Unexpired 2-year term
At-Large Representatives William C. Potter, Chair 1005 South Shannon Avenue Indialantic, FL 32903	(321) 723-6625 (321) 412-6829	December 12, 2023 – December 11, 2025 2-year term
Mike Fischer P.A.V.C.O. Construction 1010 E. New Haven Avenue, Unit B Melbourne, FL 32901	(321) 951-2052 (321) 777-2328	December 12, 2023 – December 11, 2025 2-year term

Melbourne Orlando International Airport	**Executive Director**	**Airport Attorney**
1 Air Terminal Parkway, Suite 220 Melbourne, FL 32901	Greg Donovan	Adam Bird

*NOTE: All members must complete an annual financial disclosure form.

Melbourne City Council
November 25, 2025
City Manager's Item Report

Department:	Mayor and Council
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.21.c.

Subject:
Appointment of voting delegate and alternate voting delegate to the Space Coast League of Cities.

Background/Consideration:
The City of Melbourne is a member of the Space Coast League of Cities (SCLC). The league's objective is "to work in a collaborative manner to promote local self-government and serve the needs of Brevard County municipal governments and residents. Its goal is to work closely with the Florida League of Cities recognizing the community-held belief that local self-government is the foundation of American democracy and of our Florida way of life." Meetings rotate among cities and are held the second Monday of each month in the evening.

For the 2025 calendar year, Rachael Bassett served as the voting delegate and Marcus Smith served as the alternate voting delegate. The SCLC by-laws require by December that each city appoint a voting delegate and an alternate for the following year. The voting delegate may be an elected official, city manager, city attorney, city clerk or department head.

The voting delegate serves as the city's voting delegate at membership meetings and as the representative on the board of directors. The member appointed to serve as voting delegate should be prepared to attend the monthly SCLC board of directors and dinner meetings to represent the City of Melbourne.

Fiscal/Budget Impact:
N/A

Requested Action:
Through the nomination process, appoint one voting delegate and one alternate voting delegate to the Space Coast League of Cities for calendar year 2026.

Melbourne City Council
November 25, 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.22.a.

Subject:
Appointment of three members to the Melbourne Housing Authority.

Background/Consideration:
The terms of two (2) Melbourne Housing Authority Board Members, Judith Doyle and Alan Parenteau, will expire on December 8, 2025. Both individuals have expressed a desire to be reappointed. Additionally, Housing Authority staff indicate that they are pleased with the attendance and participation of both members on the committee. An updated application was not received from Ms. Doyle; however, both City staff and Melbourne Housing Authority staff are not aware of any conflicts with her reappointment. There is also an existing vacancy on this Board due to a resignation; the City and Housing Authority wish to ensure a quorum remains.

Section 421.05, Florida Statutes, provides for appointments to the Melbourne Housing Authority to be made by the Mayor with approval by the City Council. After reviewing each application, the Mayor is recommending the reappointment of the current Board Members, Judith Doyle and Alan Parenteau, and the appointment of a new Board Member, Felicia Smith, to the current vacant seat. These applications are included within the agenda package.

Fiscal/Budget Impact:
N/A

Requested Action:
Approve the Mayor's reappointment of Judith Doyle and Alan Parenteau and his appointment of Felicia Smith to the Melbourne Housing Authority.

Melbourne Housing Authority

MEMBER	CONTACT INFO	TERM
Andrea Scott 501 Ixora Drive Melbourne, FL 32935	(321) 626-9687 Scottandrea033@gmail.com	January 14, 2025 – December 8, 2027 Unexpired 4-year term
Felicia Prince 540 Gallagher Street SW Palm Bay, FL 32908	(305) 910-1663 felicia.prince@cotg2021.com	May 13, 2025 – December 8, 2028 Unexpired 4-year term
Vacant		December 8, 2026 Unexpired 4-year term
Judith Doyle 4106 Mount Carmel Lane Melbourne, FL 32901	(321) 725-3128	December 9, 2021 – December 8, 2025 4-year term
Public Housing Tenant Seat Alan Parenteau 2070 Avocado Avenue, Apt. C Melbourne, FL 32935	(321) 324-2261 alanpronto1952@yahoo.com	October 24, 2023 – December 8, 2025 Unexpired 4-year term

Brevard County Housing Authority
Michael Bean, CEO
1401 Guava Avenue
Melbourne, FL 32935
(321) 775-1575

11/16/2021
↳ Spoke with Ms. Doyle - information on application remains the same.

RECEIVED
SEP 27 2017
OFFICE OF CITY CLERK
Melbourne, Florida

City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

BOARD MEMBER APPLICATION

Office of City Clerk
Office – (321) 608-7220
Fax – (321) 608-7239
city.clerk@mlbfl.org

Applicant Name: DOYLE, Judith C.

Applicant Address: 4106 Mt. Carmel Lane
Address

Melbourne FLA 32901
City State Zip Code

Telephone Number: (321) 725-3128
(Area Code)

Business Address:
Address

N/A
City State Zip Code

Telephone Number: (During Business Hours)
(Area Code)

E-mail:

☑ **A brief resume must be attached to this application.**

☑ Board members must be registered voters. Please provide your precinct number from your voter's registration card:

Voting Precinct Number: 317 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

☑ Most boards do not permit employees of the City of Melbourne to serve as members.

PLEASE CHECK WHICH BOARDS YOU ARE INTERESTED IN SERVING ON:

(A brief description of each board is attached.)

☐	Affordable Housing Advisory Committee* *Check qualifications on Page 2	☐	General Employees' Pension Plan Board of Trustees	☑	Melbourne Housing Authority
☐	Babcock Street Community Redevelopment Agency Advisory Committee	☐	Golf Courses Advisory Board* *(Supplemental Application Required)	☐	Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee
☐	Beautification and Environmental Advisory Committee	☐	Historic and Architectural Review Board	☐	Planning and Zoning Board
☐	Citizens' Advisory Board* *(Supplemental Application Required)	☐	Library Board	☐	Police Officers' Retirement Trust Fund Board of Trustees
☐	Code Enforcement Board	☐	Melbourne Downtown Community Redevelopment Agency Advisory Committee	☐	Zoning Board of Adjustment
☐	Firefighters' Pension Plan Board of Trustees	☐	Melbourne Economic Enhancement District Advisory Committee		

☑ **Affordable Housing Advisory Committee** applicants: Please indicate which position you are qualified 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 real estate professional in connection with affordable housing
- ☐ One member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who represents employers within Melbourne
- ☐ Citizen who 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)

☑ Applications are effective for one year from the date of submittal.

☑ Applications are submitted to the City Council for consideration when board vacancies occur. Applicants may check the city's website (www.melbourneflorida.org) to review upcoming City Council meeting agendas for information on when board appointments will appear before the City Council.

☑ Applicants will be notified if they have been appointed/re-appointed to a specific board.

Applicant Signature: Judith C. Boyle

Date: September 25, 2017

4106 Mount Carmel Lane
Melbourne, Florida 32901
September 25, 2017

Melbourne City Council
City Hall
900 East Strawbridge Ave.
Melbourne, FL. 32901

Dear City Council:

I am interested in reappointment as a commissioner for the Melbourne Housing Authority. When Mayor Harry Goode first appointed me, the Authority was in decline, and in jeopardy of being taken over by the Department of Housing and Urban Development because of its Poor Performance Status. I am pleased to announce that the Melbourne Housing Authority is now one of High Performance Status, and one of the best Housing Authority of its size in the United States. While most of the credit belongs to the Executive Director and Staff, a strong board of Housing Commissioners have added to that success.

My attendance at commissioners' meetings have been exemplary:, and I have also served several times, as chair and co-chair of the organization. With a bold plan currently set forth by the Melbourne Housing Authority, I believe that I can continue to make a difference for the citizens of Melbourne who need safe, decent, and affordable housing.

Again, thank you for your kind consideration.

Sincerely,

Judith C. Doyle

JUDITH C DOYLE

ADDRESS: 4106 Mount Carmel Lane, Melbourne, Florida 32901

Telephone (321) 725 – 3128

EDUCATION: B.A. English

M.A. Language Arts Education

Post Graduate Studies/Language

EXPERIENCE: 1972 - 2005 Taught Language Arts in Brevard County Schools

1977 - 2003 Taught Adult Education Language Arts in Brevard County Schools

COMMUNITY: Chairperson for the first Caribbean Festival in Brevard County 1994 - 1998

Organized and directed relief efforts for victims of hurricane disasters in the Caribbean

Former vestry member of Episcopal Church of Our Savior

Presidential Award for Community Service, Lipscomb Park Association

Commissioner for Melbourne Housing Authority from 2006 to the present

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: ALAN LEO PARENTEAU

Applicant Address: 9070 AVOCADO APT C
Address
MELBOURNE FL 32935
City State Zip Code

Telephone Number: 3213431085 (Area Code) E-mail: ALANPRONTO1952@YAHOO.COM

Business Address: N/A
Address
City State Zip Code

Telephone Number: 321 343 1085
(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: 414 *Verified by City Clerk Staff (Initials):* KM

- 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**		

City Clerk's Office
900 E. Strawbridge Avenue
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.

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

- **Please list <u>any</u> 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 **<u>not</u>** 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 <u>source-only</u> 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 <u>final</u> financial disclosure form within 60 days of leaving their position.

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at https://melbournefl.portal.civicclerk.com/.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____ Date: 9/4/2025

CITY OF MELBOURNE

900 STRAWBRIDGE AVE

MELBOURNE FLORIDA

32901

RE: BOARD MEMBER APPLICATION

CHOICE

(1) CITIZENS ' ADVISORY BOARD
(2) MELBOURNE HOUSING AUTHORITY
(3) AFFORDABLE HOUSING ADVISORY COMMITTEE

APPLICANT RESUME

ALAN LEO PARENTEAU

2070 AVACADO AVE APT C

TELEPHONE 312 324 2261 E-mail alanpronto1952@yahoo.com

MELBOURNE,FL 32935

D.O.B. 01/01/1952, AGE 71, ELDERLY, RETIRED

STATUS : DISABLED , AMERICAN DISABILITIES ACT AND RECEIVES SEC 8,HUD

EDCATION

COLLEGE : JOHNSON STATE ,JOHNSON, VT 1973-1975

DEGREE: BA, STATE AND LOCAL GOVERNMENT

COLLEGE : COMMUNITY COLLEGE 2014-2016 NEWPORT, VT

CERTIFICATE COURSE, COUNSELING

1990-1995 POLK COUNTY FLORIDA SCHOOL SYSTEMS

CERTIFIED SUBSTITUTE TEACHER

RELEVANT EXPERIENCE:

JOHNSON STATE COLLEGE STUDENTS ATTEND STATE CAPITAL COMMITTEE MEETING'S , FOLLOW BILLS AND CONDUCT INTERVIEWS FOR CAPITAL INTELLEGENCE COMMITTEE'S.

APPLICANT HAS HAD EXTENSIVE EXPERIENCE RELEVANT PRO-SE COURT LITIGATION

JUNE 16,2023

TO :

SALLY, MELBOURNE CITY OFFICE

RECEIVED
JUL 19 2023
OFFICE OF CITY CLERK
Melbourne, Florida

DEAR CLERK:

ENCLOSED IS THE CURRENT VOTER REGISTRATION RECEIPT ADDRESS UPDATE RELEVANTAPPLICANT ALAN PARENTEAU,2070 AVACADO,APT C, MELBOURNE FLORIDA 32935

(1) CERTIFICATE OF SERVICE

BY HAND TO THE ABOVE SALLY 6/17/2023

ALAN PARENTEAU

alanpronto1952@yahoo.com

321 324 2261

RECEIVED
NOV 14 2025
City Clerk
Melbourne, Florida

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: Felicia A. Smith

Applicant Address: 1508 E. University blvd, Apt E
Address
Melbourne FL 32901
City State Zip Code

Telephone Number: 321-806-9420 E-mail: smith.afelicia@outlook.com
(Area Code)

Business Address: 102 E New Haven Ave, Unit 139
Address
melbourne FL 32901
City State Zip Code

Telephone Number: 321-806-9420
(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: 300.1 | *Verified by City Clerk Staff (Initials):* [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.).

1	**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]**
4	**Citizens' Advisory Board [1]**	3	~~**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]**	2	**Melbourne Housing Authority**		

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If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☒ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☒ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

☒ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

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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 <u>any</u> 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 **<u>not</u>** 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.

Tiamat Culture LLC, Retail
Loc's of NWt - hair consultant
Earth 2 Lyfe LLC - education

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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
  - Police Officers' Retirement Trust Fund Board of Trustees
  - Zoning Board of Adjustment
- Financial disclosure is a <u>source-only</u> 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 <u>final</u> financial disclosure form within 60 days of leaving their position.

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

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- 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: Rebecca Ivey Date: 11/14/25

Felicia Smith

Cell Phone 321-806-9420
linkedin.com/in/felicia-smith-283a556b/
Email: smith.afelicia@outlook.com

Professional Summary – Healthcare Administration

Over 17 years of experience working in the medical community. Highly qualified in the administrative management of healthcare records with special emphasis on updating, transposing, controlling, and safeguarding electronic medical records while maintaining accuracy of the data. Ensured timely and logical electronic filing of all documentation to allow for quick and easy retrieval. Experienced at screening patient benefits packages to determine eligibility for intended procedures and once qualified, capable of taking vitals and documenting results for admission purposes. Qualified to screen patients to determine if entry into the Trauma Registry is appropriate. A dynamic thinker capable of multi-tasking, operating successfully in stressful situations, and ensuring common-sense solutions. Generated office communications that were concise and organizationally beneficial exchanges of information. Assisted those with less experience to increase the availability of multi-faceted and highly qualified staff. Embraces integrity, ethics, scruples, honor, honesty, loyalty, compassion, and respect for all as must have character traits.

EMPLOYMENT HISTORY

(Jan 2023 – Present) Admissions Specialist 2, Eastern Florida State College, Melbourne, FL

- Manages the admissions process and reviews applications for prospective students
- Processes incoming applications, transcripts, test scores, and recommendation letters for all applicants
- Evaluates transcripts from previous schools/colleges/universities to verify grade point average and class standing
- Coordinates with previous schools/colleges/universities regarding course credit and content comparability
- Arranges appointments with applicants; discussing their qualifications and scholastic intentions for admissions use
- Generates accurate applicant records and uses them to compile statistical data for reports to admissions committee
- Evaluates residency status and assigns appropriate residency classification--informs students and staff of results
- Interacts with faculty, staff, and other admissions personnel ensuring admissions' goals and standards are satisfied
- Serves as liaison to Admissions and Enrollment Officers and other internal departments, as necessary

(Jun 2022 – Jan 2023) Full Time Student, Eastern Florida State College, Melbourne, FL

- Pursuing a Degree in Organizational Management with Specialization in Healthcare; anticipate award of an Associate's Degree in the Spring of 2025 and a Bachelor's Degree in the Fall of 2025

(Jun 2021 – Jun 2022) Trauma Registrar, Holmes Regional Medical Center, Melbourne, FL

- Identified patients who met criteria for inclusion in the Trauma Registry and recorded all supporting data
- Utilized the Electronic Medical Record system to obtain data necessary for patient management
- Updated the Trauma Registry whenever conditions met the requirements of the trauma data dictionary definitions
- Assigned appropriate International Classification of Diseases (ICD)-10 codes using the Healthcare Common Procedure Coding System and performed Abbreviated Injury Scale coding using an Injury Severity Score of 95%, or greater, abstracting accuracy rate

(Jan 2007 – Jun 2021) Authorization Specialist, Health First Medical Group, Melbourne, FL

- Obtained relevant insurance information to verify benefits and eligibility prior to a patient's admittance
- Coordinated and managed summary reports monthly to verify appropriate International Classification of Diseases (ICD)-9 and Current Procedural Terminology coding use
- Communicated with internal and external providers, processed notifications/requirements for services, and pre-registered, pre-certified, and scheduled new patients based on their medical needs or referrals
- Interpreted clinical documentation for authorizations ensuring the services required or the referrals needed

(Dec 2005 – Dec 2006) Custom Blinds Manufacturer, Cortex Window Fashions, Melbourne, FL

- Screened all work orders and verified special requirements with customers to ensure their product satisfaction
- Established stock use requirements, verified inventory levels, and generated reorders to ensure sufficient availability of parts to satisfy all customer contracts and requirements in time for the agreed upon delivery date
- Provided training and oversight for new employees

(Apr 2004 – Nov 2005) Sales and Marketing Representative, Merch Marketing, Tucker, GA

- Created and oversaw the implementation of the business vision and the business strategies
- Generated and updated job descriptions for management and for media use
- Developed, documented, and managed processes and procedures for the office, human resources, and accounting
- Provided administrative support for management when needed and for other business functions as required

(Jan 2002 – Feb 2004) Certified Nurses Assistant, Holmes Regional Medical Center, Melbourne, FL

- Observed condition of patient, obtained vitals, and recorded and reported the findings and results
- Initiated emergency safety procedures and protocols when necessary/appropriate
- Established good patient relations and ensured their vitals and other information were comprehensively documented

SKILLS

Communication

- An exceptional communicator (for both written and verbal communications) with superior negotiation skills
- Capable of providing an analytical review to verify and validate that language use in a document is precise
- A solid knowledge and understanding of anatomy and medical terminology supporting a high level of technical comprehension; extremely useful in critical situations when there isn't time to repeat or explain a communication

Proficiencies

- Exceptionally qualified in the use of Emergency Medical Record systems
- Highly proficient in the use of Athena and Centricity Healthcare software
- Familiar with Star software for financial management and SCM software for supply chain management
- Proficient in the use of the Microsoft Operating System and the Microsoft Office Suite (including Word, Excel, Access, Power Point, and Outlook)
- Exceptional capacity and adaptability for learning new software
- Can type 70 Words Per Minute

EDUCATION

- AS Degree in Business Administration from Strayer University, Orlando, FL (2011)
- AA Degree in Associates of Arts Eastern Florida State College, Melbourne, FL (2025)
- ALF Core Training-Sate approved training for Assisted Living Facility Administrators (2025)

MEMBERSHIPS

- The Association of Florida Colleges (AFC) (an advocacy organization that addresses important student issues)
- The Eastern Florida State College's Global Connection Club (GCC) (creating events, both on and off campus, to help individuals embrace varying cultural/traditional backgrounds to share their individual gifts/talents)

Melbourne City Council
November 25, 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.22.b.

Subject:
Appointment of four (4) members to the Zoning Board of Adjustment.

Background/Consideration:
The terms of current Board Members,Thomas Herbet, Linda Cass, Dave Bregard and Diane Maynard, of the Zoning Board of Adjustment will expire in December 2025. All four (4) Board Members have expressed a desire to be reappointed. Additionally, there is one (1) regular member vacancy on the Board due to a recent resignation.

In order to serve on this Board, a person must be a resident of Melbourne and a registered voter.

Applications from the four (4) current Board Members seeking reappointment are attached, as well as an one (1) outside applicant, Jared Moyles, who has expressed interest in serving on this Board.

Fiscal/Budget Impact:
N/A

Requested Action:
Reappoint Thomas Herbert and Linda Cass as regular Board Members; appoint Dave Bregard as a regular Board Member; reappoint Diane Maynard as an alternate Board Member; and appoint Jared Moyles as an alternate Board Member.

Zoning Board of Adjustment

MEMBER	CONTACT INFO	TERM
Thomas Herbert 1231 Garfield Street Melbourne, FL 32935	(321) 298-4862 thomasjherbert@gmail.com	December 3, 2022 – December 2, 2025 3-year term
Vacant		December 2, 2026 Unexpired 3-year term
Linda Cass 137 Bluff Terrace Melbourne, FL 32901	(321) 733-1403 (321) 704-5203 the.cass.house@gmail.com	August 27, 2024 – December 2, 2025 Unexpired 3-year term
Charles Jackson 2638 S. Harbor City Boulevard Melbourne, FL 32901	(321) 288-6546 jackelectrical@mindspring.com	December 3, 2024 – December 2, 2027 3-year term
Peter Kostrzewa 2852 Snead Court Melbourne, FL 32935	(321) 254-1572 pkostrzewa1995@gmail.com	December 3, 2023 – December 2, 2026 3-year term
Ravindra Shah 501 Mallard Lane Indialantic, FL 32903	(321) 431-1820 ravi3145@bellsouth.net	December 3, 2023 – December 2, 2026 3-year term
Natalia Dahl 412 Rio Casa Drive N. Indialantic, FL 32903	(562) 506-8689 natavik1985@yahoo.com	December 3, 2024 – December 2, 2027 3-year term
Alternate Members		
Dave Bregard 744 Everglade Drive Melbourne, FL 32935	(607) 749-9087 strike8688@aol.com	August 27, 2024 – December 26, 2025 Unexpired 3-year term
Diane Maynard 4473 Country Road Melbourne, FL 32934	(321) 419-8201 dmaynard321@gmail.com	August 27, 2024 – December 26, 2025 Unexpired 3-year term
Ex-Officio Member		
Chair, Planning and Zoning Board		

Planner	Attorney (Representing the Board)	Recording Secretary
Jeff Higgins (321) 608-7508 jeffrey.higgins@mlbfl.org	Adam Conley (321) 608-7240 adam.conley@mlbfl.org	Sam Buck (321) 608-7500 samantha.buck@mlbfl.org

*NOTE: All members must complete an annual financial disclosure form.

Name	Title	1/29/24	2/26/24	3/25/24	4/29/24	5/20/24	6/24/24	7/29/24	8/26/24	9/30/24	10/28/24	11/25/24	12/6/24
Brenda McManus	Vice Chairman	C	C	C	A	C	P	P					
Jennifer Cope	Member/Vice Chairman	C	C	C	P	C	P	P	P	P	C	C	C
Charles Jackson	Member	C	C	C	P	C	P	P	P	P	C	C	C
Thomas Herbert	Member	C	C	C	P	C	P	A	P	P	C	C	C
Peter Kostrzewa	Member/Chairman	C	C	C	P	C	E	E	P	P	C	C	C
Ravi Shah	Member	C	C	C	P	C	P	P	P	P	C	C	C
Natalia Brauner	Member	C	C	C	P	C	P	P	P	E	C	C	C
Linda Cass	Member									P	C	C	C
Diane Maynard	Alternate Member									P	C	C	C
Dave Bregard	Alternate Member									P	C	C	C

P	Present
L	Present-Late
E	Absent-Excused
A	Absent-Not Excused
	Not a Board Member
C	Meeting Canceled

RECEIVED
NOV 19 2025
Office of City Clerk
Melbourne, Florida

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: THOMAS J. HERBERT

Applicant Address: 1231 GARFIELD ST
Address

MELBOURNE FL 32935
City State Zip Code

Telephone Number: 321 298 4862 (Area Code) E-mail: thomasjherbert@gmail.com

Business Address: 2020 W. EAU GALLIE BLVD Ste 106
Address

MELBOURNE FL 32935
City State Zip Code

Telephone Number: 321 255-9001 (Area Code)
(During Business Hours)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 502.1 | *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*** **Check qualifications on Page 2*	☐	**General Employees' Pension Plan Board of Trustees [2]**	☐	**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]**	☐	**Melbourne Downtown Community Redevelopment Agency Advisory Committee**	☐	**Police Officers' Retirement Trust Fund Board of Trustees [2]**
☐	**Code Enforcement Board [2]**	☐	**Melbourne Economic Enhancement District Advisory Committee**	☒	**Zoning Board of Adjustment [2]**
☐	**Firefighters' Pension Plan Board of Trustees [2]**	☐	**Melbourne Housing Authority**	*[1] Supplemental application required.* *[2] Members are subject to financial disclosure requirements.*	

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If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

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☒ I **do not** serve on any other board or committee.

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  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____ Date: 11/19/2025

THOMAS J. HERBERT

1231 Garfield Street, Melbourne, Florida 32935-4021
Phone (321) 298-4862 • Facsimile (321) 219-7415
thomasjherbert@gmail.com

EMPLOYMENT

ATTORNEY 2008 - PRESENT

Law Office of Thomas J. Herbert — *Melbourne, Florida*

- Primary practice areas feature contract, real estate and bankruptcy law, with a focus on providing compassionate and uncompromising service to clients.
- Foreclosure and Landlord/ tenant representation, including lease drafting and negotiation.

ATTORNEY 2003 - 2008

Volk Law Offices, P.A. — *Melbourne, Florida*

- Advised and represented clients in a broad range of civil private practice areas with an emphasis on commercial litigation, real estate matters, and creditor/debtor law.
- Managed consumer and corporate bankruptcy practice; implemented firm paperless filing procedure.

LEGAL RESEARCH 2002 - 2003

Prof. Edward Zeigler, University of Denver — *Denver, Colorado*

- Reviewed current zoning and land use decisions from all states and federal jurisdictions.
- Recommended significant cases for inclusion and discussion in Rathkopfs, *The Law of Zoning and Planning*.

EDUCATION

JURIS DOCTOR 2000 - 2003 *University of Denver* — *Denver, Colorado*

- Student Attorney, Civil Litigation Clinic

BACHELOR OF ARTS, SOCIOLOGY 1995 - 1998 *University of Florida* — *Gainesville, Florida*

- Graduate with Highest Honors

MEMBERSHIPS

Florida Bar; Middle District of Florida Federal Bar; City of Melbourne Zoning Board of Adjustment

City of Melbourne
The Harbor City

RECEIVED
FEB 2 5 2021
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: LINDA CASS

Applicant Address: 137 BLUFF TERRACE
Address
MELBOURNE FL 32901
City State Zip Code

Telephone Number: 321 733-1403 (Area Code) E-mail: the.Cass.house@gmail.com

Business Address: waterman Real Estate
Address
2390 Minton Rd FL 32904
City State Zip Code

Telephone Number: 321 704-5203 (Area Code)
(During Business Hours)

RECEIVED
JUL 25 2024
Office of City Clerk
Melbourne, Florida

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 528 ✓ *Verified by City Clerk Staff (Initials):* JLS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

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]**	4 JLS	**Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee**
2	**Beautification and Energy Efficiency Board**	☐	**Historic and Architectural Review Board [2]**	☒ (1)	**Planning and Zoning Board [2]**
☐	**Citizens' Advisory Board [1]**	☐	**Library Board**	☐	**Police Officers' Retirement Trust Fund Board of Trustees [2]**
☐	**Code Enforcement Board [2]**	3 JLS	**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**		

City Clerk's Office
900 E. Strawbridge Avenue
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
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- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

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CONFLICTING CONTRACTUAL RELATIONSHIPS

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☐ 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:
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- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a <u>final</u> 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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  - 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: Linda Cass Date: 07-26-2024

7/25/2024

My name is Linda Cass
I reside in Melbourne with my husband and
3 jack Russells. for the last 25 years.
Ive been involved in the hospitality service
industry and private duty nursing.
presently I am a Realtor @ MRS. & C.I.P.S
Waterman Real Estate, and an active
member of Holy Name of Jesus Catholic
Church for the last 20 some odd years
We love our community.
I also volunteer with Saint Stephen's
Way @ crane Creek.

Respectfully Linda Cass

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: DAVE BIZEGARD

Applicant Address: 344 EVERGLADE DR
Address
MELBOURNE FL 32935
City State Zip Code

Telephone Number: 607-749-9087 E-mail: STRIKE8688@AOL.COM
(Area Code)

Business Address: N/A
Address
City State Zip Code

Telephone Number:
(During Business Hours)
(Area Code)

RECEIVED
JUN 02 2025
Office of City Clerk
Melbourne, Florida

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 502 *Verified by City Clerk Staff (Initials):* [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**
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☐	**General Employees' Pension Plan Board of Trustees [2]**	☐	**Melbourne Housing Authority**		

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
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Melbourne, FL 32901
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- ☐ 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
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☐ I **do not** serve on any other board or committee.

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Zoning Board of Adjustment

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City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

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☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

I AM NOT EMPLOYED

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

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City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

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  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____ Date: May 28, 25

Re: Volunteer Board Member Application

Dave Bregard <strike8688@aol.com>

Fri 8/9/2024 3:42 PM

To:Sally Goltzman <Sally.Goltzman@mlbfl.org>

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

Good afternoon, sorry for the delay I haven't put together a resume in many years due to me being retired but my history is as follows

work history : US NAVY 1980-1995 (retired) worked flight deck of AC carriers and certified rescue swimmer
1996-2015 (retired) Owner Operator of Dave's Plowing and Hauling
City of Palm Bay 2017-2022 (retired) Public Works Crew Leader

Community and Volenteer service :

Fire Fighter Cayuga county Fire service
Cayuga county EMS
Preble NY Fire Department LT of Fire Department and LT of EMS
Aurora NY fire department Fire & EMS
Four Town Ambulance Service
Cortland NY Red Cross Service Members Emergency contact
American Legion Member
Wild Life Rescue Melbourne

Personal : Married to Linda Ehrhart-Bregard
2 kids son and daugter

Thank You,
Dave Bregard

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Office of City Clerk
Melbourne, Florida

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name:

Applicant Address: DIANE LYNNE MAYNARD
4473 COUNTRY ROAD
Address
MELBOURNE, FL 32934-8468
City State Zip Code

Telephone Number: 321 419 8201 (Area Code) E-mail: dmaynard321@gmail.com

Business Address: DIANE LYNNE MAYNARD
4473 COUNTRY ROAD
Address
MELBOURNE, FL 32934-8468
City State Zip Code

Telephone Number: 321-419-8201 (Area Code)
(During Business Hours)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 422 *Verified by City Clerk Staff (Initials):* KS

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Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

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☐	**General Employees' Pension Plan Board of Trustees [2]**	3	**Melbourne Housing Authority**		

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Board of Adjustments

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RECEIVED
JUN 13 2025
Office of City Clerk
Melbourne, Florida

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

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Applicant Signature: _____ Date: 5/23/2025

Diane Maynard
4473 Country Road
Melbourne, FL 32934
321-419-8201
Dmaynard321@gmail.com

PROFILE

34.5
- OVER ~~SIXTEEN~~ YEARS EXPERIENCE EDUCATING WORKERS IN THE FOOD SERVICE REGULATION INDUSTRY.
- EFFECTIVELY COMMUNICATE AND INTERACT WITH MANAGERS AND EMPLOYEES.
- PLAN AND ORGANIZE DATA, PROGRAMS AND RESOURCES TO MEET SITUATION OBJECTIVES WHILE DEMONSTRATING SELF-MOTIVATION AND INITIATIVE.
- SOLID INTERPERSONAL SKILLS; ESTABLISH MYSELF AS A CREDIBLE RELIABLE SOURCE.
- POSITIVELY MOTIVATED AND INFLUENCE THE THINKING AND BEHAVIOR OF OTHERS.

WORK EXPERIENCE

BREVARD COUNTY SCHOOL BOARD — **9/2006 - ~~Present~~ 9/2009**
SUBSTITUTE TEACHER

STATE OF FLORIDA — **5/1992 - ~~Present~~ Retired**
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION — **Salary: 34,000**

SENIOR SANITATION AND SAFETY SPECIALIST / SANITATION AND SAFETY SPECIALIST
34.5 ~~23~~ YEARS OF EDUCATING THE PUBLIC IN KNOWLEDGE RELATED TO THE FIELD OF PUBLIC HEALTH AND SAFETY.
DUTIES INCLUDE ON SITE HEALTH AND FIRE SAFETY INSPECTIONS, SANCTIONING OF OSSD, FOOD SERVICE FACILITIES, PROCESSING PLANTS, PUBLIC LODGING AND HOUSING BUILDING INSPECTIONS, POOLS, WATER SUPPLIES, DAYCARE, FOSTER CARE AND NURSING HOMES, L.P. GAS TANKS. TRAINED ALL NEW EMPLOYEES IN A MANAGEMENT CAPACITY. KNOWLEDGE OF ENFORCEMENT PROCEDURES SUCH AS THE PAPERWORK TRAIL TO THE STATE ATTORNEY, CODE ENFORCEMENT AND THE ADMINISTRATIVE LAW PROCEEDINGS.
(Contact Supervisor: Yes, Supervisor's Name: VALERIE FREEMAN, Supervisor's Phone: 850-487-1395)

PRUITT REAL ESTATE / REMAX — **5/2003 - Present**
SATELLITE BEACH

REAL ESTATE INVESTOR / REALTOR / PROPERTY MANAGER OWNER
RESIDENTIAL AND COMMERCIAL PROPERTY SALES. I AM AN INDEPENDENT OWNER OF NUMEROUS BEACHSIDE INVESTMENT PROPERTIES RENTED & MANAGED INTERNALLY.

GILLIGAN'S COVE — **1/1999 - 11/2001**
RESTAURANT MANAGER

MANAGER OF 300 SEAT FULL FOOD SERVICE AND NIGHT CLUB

BREVARD COUNTY, FLORIDA — **4/1984 - 5/1992**
CONSUMER HEALTH SERVICES — **Salary: 26,000**

ENVIRONMENTAL SPECIALIST / HEALTH INSPECTOR
ON SITE BUILDING AND SAFETY INSPECTIONS ON TRAILER PARKS, WELLS, SEPTIC SYSTEMS, POOLS, SEPTIC PUMP TRUCKS, INVERT PLUMBING ROUGHS ON NEW CONSTRUCTION, PLANS EXAMINER, WETLANDS EVALUATION AND SOIL CONSERVATION FOR OSSD SYSTEMS, ETC.
(Contact Supervisor: Yes, Supervisor's Name: DICK BIONDI, Supervisor's Phone: 321-633-2000) Plans Examiner.

SOUTHEASTERN SEAPRODUCTS, INC. **11/1985 - 12/1999**
SALARY: $10,000 / MONTH

CO-OWNER
LARGE SCALE MULTI-MILLION DOLLAR INDEPENDENTLY OWNED SHELLFISH GROWTH AND PRODUCTION PURVEYOR. HACCP IN USE. CLIENTS INCLUDE HOOTERS, BAR HARBOR AND WINN DIXIE. COMMERCIAL OPERATIONS ARE LOCATED IN MELBOURNE, FLORIDA, CEDAR KEY, FLORIDA AND BETHLEHEM, PENNSYLVANIA. WHOLESALE ONLY!

EDUCATION:

FLORIDA INSTITUTE OF TECHNOLOGY
MELBOURNE, FL US
Bachelor's Degree - 11/1983
Major: BIOLOGY
Minor: SCIENCE EDUCATION

Description: CERTIFICATES AND TRAINING REQUIREMENTS AVAILABLE UPON REQUEST FOR ALL ABOVE MENTIONED PROGRAMS.

AFFILIATIONS

10/1999 - ~~Present~~ 1/2005	CANDLELIGHTERS	VOLUNTEER
12/1997 - 11/1998	WOMANS CENTER	VICE-TREASURER
1/1990 - 1/1994	INDIALANTIC CODE BOARD	CHAIRMAN
1/1996 - 1/2000	LANSING ISLAND CODE BOARD	CHAIRMAN

JOB-RELATED TRAINING COURSES SAMPLE

SUBSTITUTE TRAINING 9/06
CODE ENFORCEMENT TRAINING 10/88
OSSD FAILURES 3/87
PUMP TRUCKS 3/86
SEARCH WARRANTS 2/87
FOOD SERVICE LAWS AND RULES 5/95
WATER VENDING MACHINES 5/90
STRESS MANAGEMENT 9/97
WETLANDS TRAINING 4/90
H.A.C.C.P. TRAINING CONTINUALLY
REAL ESTATE CONTINUING EDUCATION
TAX COURSE 2/2004
REAL ESTATE LICENSE 3/2003 CURRENT
OSSD SANCTIONING 7/86 CURRENT
FIRE SAFETY INSPECTOR 1/92 CURRENT
FOOD MANAGERS CERTIFICATE 3/03 CURRENT
LEADERSHIP SKILLS 5/88 MORE TO COME
CONTINUING EDUCATION MONTHLY PER F.S. 509
MOST VALUABLE EMPLOYEE 2002
LAUBACH LITERACY TUTOR 11/90
NATIONAL ASSESSMENT TRAINER 11/90
EMPLOYEE INNOVATION YEARLY 8/90
FEHA MEMBER 91
FDAORAU-CEV's 16HRS - 4/06

*ALL CERTIFICATES AVAILABLE UPON REQUEST

SUPPLEMENTAL INFORMATION

I HAVE RECEIVED EXTENSIVE TRAINING IN ALL AREAS OF ENVIRONMENTAL HEALTH. I STRIVE TO BE PHYSICALLY, EMOTIONALLY AND PROFESSIONALLY STRONG. I AM CONTINUALLY SETTING GOALS FOR MYSELF!!! I WAS VOTED MOST VALUABLE TEAM PLAYER 2002-2003.

REFERENCES:

KENDALL BURKETT	STATE OF FLORIDA	BUREAU CHIEF
Phone Number:	1-850-487-1395	
Reference Type:	Professional	
VALERIE FREEMAN	STATE OF FLORIDA	DISTRICT ADMINISTRATOR
Phone Number:	1-800-487-1395	D/4
Reference Type:	*Professional*	

City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

RECEIVED
FEB 24 2025
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: Jared Moyles

Applicant Address: 4020 Fair Point Ln
Address

Melbourne | Fl | 32934
City | State | Zip Code

Telephone Number: 3219609040 (Area Code) E-mail: jbmoyles@yahoo.com

Business Address: 1515 Dr. Martin Luther King Jr. Blvd
Address

Melbourne | Fl | 32901
City | State | Zip Code

Telephone Number: 3217233500 (Area Code)
(During Business Hours)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 422

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]	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]	3	**Melbourne Downtown Community Redevelopment Agency Advisory Committee**	1	**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**		

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If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

☒ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

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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 <u>any</u> 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 <u>not</u> 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 <u>source-only</u> 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 <u>final</u> financial disclosure form within 60 days of leaving their position.

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APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at https://melbournefl.portal.civicclerk.com/.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
    - General policies that apply to all boards.
    - Attendance requirements.
    - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
    - Review of the duties and scope of the board, including current items/projects being considered.
    - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____ Date: 2/24/25

Jared Briant Moyles, D.P.M.

Curriculum Vitae

4020 Fair Point ln.
Melbourne, Fl. 32934
(321) 960-9040
jbmoyles@yahoo.com

EDUCATION:

Barry University School of Podiatric Medicine
Miami Shores, Fl
Doctor of Podiatric Medicine

University of Florida
Gainesville, Fl
Bachelor of Science
Animal Biology

POST-GRADUATE:

2009-2012

JFK Medical Center
Atlantis, Fl
3 year Residency program focused in rearfoot and ankle surgery as well as complex trauma

PROFESSIONAL EXPERIENCE:

2012-Present

Melbourne Podiatry Associates
Melbourne, Florida
Associate Podiatrist

2012-2017

Wuesthoff Wound Care and Hyperbaric Center
Melbourne, Florida
Clinical Podiatrist

2012-2016

Podiatry Associates
Indian Harbour Beach, Florida
Associate Podiatrist

CERTIFICATIONS:

Board Certified in Foot Surgery
American Board of Foot and Ankle Surgery

Board Qualified in Rearfoot and Ankle Surgery
American Board of Foot and Ankle Surgery
Fellow American College of Foot & Ankle Surgeons

LICENSURE:

State of Florida
PO 3545

HOSPITAL AFFILLIATIONS:

Holmes Regional Medical Center- Melbourne, FL
Palm Bay Community Hospital- Palm Bay, Fl
Melbourne Same Day Surgery Center- Melbourne, Fl
Intracoastal Surgery Center- Melbourne, Fl

AFFILIATIONS AND LEADERSHIP:

2014-2019	Vice Chief of Surgery Palm Bay Community Hospital
2014-2019	FPMA Component President for Brevard County
2016-Present	Fellow, American College of Foot & Ankle Surgeons
2009- Present	Member, American Podiatric Medical Association
2009- Present	Member, Florida Podiatric Medical Association