City of Melbourne, Florida
City Council Agenda

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

December 9, 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 Five through Four 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** - Pastor Lucas Almeida, Central Baptist Church
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
   a. Proclamation declaring December 21, 2025 as "National Homeless Persons' Memorial Day."
   b. Presentation of Volunteer Milestone of Service Award - Rhodie Humbert, Citizens' Advisory Board, 30 Years of Service
   c. Presentation of Volunteer Milestone of Service Award - Charles Jackson, Zoning Board of Adjustment, 50 Years of Service (Postponed - 11/25/2025)
5. **Approval of Minutes** - November 25, 2025 Workshop Meeting and Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-41 (AV2025-0002)**: (First Reading/Public Hearing) An ordinance vacating a bike path easement between 2465 Wild Wood Drive and 2455 Wild Wood Drive. (Postponed - 9/11/2025, 10/14/2025)

9. Consideration of proposals for disposition of 0.08 acres of City property abutting 1015 W.H. Jackson Street. (Public Hearing) (Postponed - 10/28/2025)

10. **Ordinance No. 2025-52, El Car Wash:** (Second 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.) (First Reading - 11/25/2025)

11. **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) (Postponed - 11/25/2025)

    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.)

12. **Ordinance No. 2025-55, Redtail Four Brewery:** (Second 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) (First Reading - 11/25/2025)

13. **Ordinance No. 2025-56, The Office Cigar Lounge:** (Second 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) (First Reading - 11/25/2025)

14. **Ordinance No. 2025-57, The Collection:** (Second 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) (First Reading - 11/25/2025)

15. **Ordinance No. 2025-58, Affordable Housing Updates:** (Second 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) (First Reading - 11/25/2025)

16. **Ordinance No. 2025-59, Water and Sewer Impact Fees:** (Second 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. (First Reading - 11/25/2025)

C. NEW BUSINESS

17. Utilization of the City's Horizontal Directional Drilling Services Contract to construct a sewer force main from Lift Station No. 11 to Manhole 153, Project No. 32019, Concurrent Environmental Services LLC, Rockledge, FL - $212,157.51.

18. **CONSENT AGENDA:**

    a. First Amendment to the License Agreement between the City of Melbourne and Montrose Environmental Solutions, Inc., to install and maintain three additional groundwater monitoring wells in a designated area of Fee Avenue Park, 115 East Fee Avenue.

b. Continuing Contract for Professional Engineering Services for Hydraulic Modeling and Permitting with CHA Consulting, Inc., Winter Springs, FL.

c. Purchase of three replacement 250 HP reuse pumps for the D.B. Lee Water Reclamation Facility, R.C. Beach & Associates, Inc., Clearwater, FL — total estimated cost of $263,354.

d. Contract award for wrecker services at unit costs, Imperial Towing of Brevard LLC, Melbourne, FL - estimated annual cost of $33,000 and an estimated contract cost of $198,000.

e. Contract award for traffic signal repair for emergency work, Traffic Control Devices, Inc., Altamonte Springs, FL.

f. Amendment to the contract award for Continuing Water, Wastewater & Stormwater Repairs for Emergency and Non-Emergency Work modifying the award from Hinterland Group, Inc. to Hinterland Group, LLC.

g. Professional Services selection for the Facilities Condition Assessment and Master Plan and authorization to negotiate a contract.

h. Agreement for medical physicals and scans for the Police Department, Life Scan Wellness Centers, Tampa, FL - amount not to exceed $111,056.

i. **Resolution No. 4392:** A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice for the FY 2025 Bulletproof Vest Partnership for the purchase of 63 vests for the Melbourne Police Department and 10 vests for the Melbourne Airport Authority Police Department.

j. **Resolution No. 4393:** A resolution adopting the 'Brevard Prepares Local Mitigation Strategy Development Plan' and providing a commitment to continue participation in the steering committee.

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

20. **Ordinance No. 2025-60 (AV2025-0004)**: (First Reading/Public Hearing) An ordinance vacating a three-foot-wide by 40-foot-long portion of the 10-foot-wide public utility and drainage easement that runs along the east lot line of Lot 68 of the Rio Villa Unit III plat (3093 Rio Bonita Street).

21. Selection of health care services provider and authorization to negotiate a contract with United Healthcare Insurance Company, Inc., Hartford, CT.

22. **Ordinance No. 2025-61, Ordinance No. 2025-62, and Ordinance No. 2025-63, The Preserve Multi-Family Residential:** (First Reading/Public Hearing) Ordinances providing for an annexation, comprehensive plan amendment, zoning amendment, with site plan approval on an overall 17.65±-acre property, located on the west side of North Wickham Road, north of Post Road, at Preserve Drive/Pebble Creek Street. (Owner – Shannash Properties, Inc. Stephen Novacki) (Applicant- Kimley Horn; Tyler Enright, P.E.) (Representative - Land Development Strategies, LLC; Kelly Delmonico) (P&Z Board – 11/20/2025)

    a. **Ordinance No. 2025-61/ANNX2024-0009:** (First Reading/Public Hearing) Annexation of 17.65± acres of undeveloped property into the City of Melbourne Corporate City limits.

    b. **Ordinance No. 2025-62/MAP2024-0030:** (First Reading/Public Hearing) An ordinance establishing Mixed Use Future Land Use on a 17.65±-acre undeveloped property.

    c. **Ordinance No. 2025-63/MAP2024-0031:** (First Reading/Public Hearing) An ordinance establishing R-2 (One-, Two-, and Multiple-Family Dwelling Medium Density District) zoning on a 17.65±-acre undeveloped property.

    d. **Site Plan Approval (PLAN2024-0026):** A request for site plan approval on 17.65± acres. (To be considered by City Council during the second reading of the ordinance.)

23. **Subdivision Variance Request (SDV2025-0002) Babcock Townhomes:** (Public Hearing) Request for a subdivision variance on a 0.17±-acre portion of an overall 1.88± acre property, zoned C-1 (Neighborhood Commercial District) and R-1AA (Single-Family Low Density Residential District) located on the southeast corner of South Babcock Street and Avenue D, west of Grove Lane. (Owner - Grove Lane, LLC) (Applicant - Doug Engle) (Representative - Robert Robb, Robb & Taylor Engineering) (P&Z Board - 11/20/2025)

24. Interlocal Agreement with Brevard County to extend the termination date of the Olde Eau Gallie Riverfront Community Redevelopment Agency for construction of a public parking garage.

Council will convene as the Olde Eau Gallie Riverfront Community Redevelopment Agency for the following item:

a. Consideration and approval of the Revised and Restated Interlocal Agreement between the City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency, and Brevard County.

Council will reconvene for the remaining items.

b. Consideration and approval of the Revised and Restated Interlocal Agreement between the City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency, and Brevard County.

25. Public-Private Partnership (P3) Unsolicited Detailed Proposal (Revised) for Eau Gallie Joint-Use Parking Garage and Hotel Project at 1551 Highland Avenue. (First Public Hearing)

26. **Ordinance No. 2025-64, Reasonable Accommodation – Certified Recovery Residences:** (First Reading/Public Hearing) An ordinance amending City Code Appendix D, Chapter 1, Article I, by creating Section 1.02, entitled “Reasonable Accommodation - Certified Recovery Residences,” as it relates to new Florida Statute requirements. (Applicant - City of Melbourne) (P&Z Board - 11/20/2025)

27. Appointment of two members to the Planning and Zoning Board.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

E. ADJOURNMENT

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

Vice Mayor Julie Kennedy and Council Members Marcus Smith, Mimi Hanley, 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 25, 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 5:30 p.m. by Mayor Paul Alfrey.

1. Call to Order

2. Roll Call

   Present:

Paul Alfrey	Mayor
David Neuman	Vice Mayor, District 3
Marcus Smith	Council Member, District 1
Mark LaRusso	Council Member, District 2
Rachael Bassett	Council Member, District 4
Mimi Hanley	Council Member, District 5
Julie Kennedy	Council Member, District 6
Jenni Lamb	City Manager
Joan Junkala-Brown	Deputy City Manager
Adam Conley	City Attorney
Kevin McKeown	City Clerk
Justice Stevens	Assistant City Clerk

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

   Financial Services Director Ross McGinn stated that similar information shared at the first workshop will be shared again in an abbreviated fashion to further inform the public about the extraordinary circumstances in this matter. He introduced Trevor McCarthy from Raftelis to provide more information.

   Mr. McCarthy reiterated the purpose of impact fees, which are fees paid by new development 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. He provided examples of impact fees due by type of development calculated by both the existing rates and the proposed rates.

   Mr. McCarthy provided another overview of the new phase-in limitations on increasing impact fees, unless the city demonstrates an extraordinary circumstance, which would mean the phase-in limitations would not apply. Mr. McCarthy stated that the identified extraordinary circumstances include: the significant inflation in the cost of construction, customer growth rates, and expansion-related debt.

Based on these reasons, Mr. McCarthy noted that the recommendation to the city is to adopt the proposed water and wastewater impact fees with a finding of extraordinary circumstances. The fees would become effective 90 days from the adoption of the relevant ordinance (March 9, 2026). Building permits issued prior to the effective date will pay the current impact fees.

Vice Mayor David Neuman noted that based on his point of view, it would take the city approximately three years to get above the survey average presented by Mr. McCarthy if the city followed the phased-in approach and not the extraordinary circumstances path.

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.

Council discussion on this item occurred under Item 3. Mr. McGinn noted that the formal discussion on the relevant ordinance will occur during the regular meeting agenda.

6. Adjournment

The meeting adjourned at 5:54 p.m.

_____
City Clerk – December 1, 2025

Approved by Council:

City of Melbourne, Florida
Minutes – Regular Meeting Before City Council
November 25, 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 Mayor Paul Alfrey.

A. OPENING

1. The invocation was given by Rev. David Young, St. Paul Lutheran Church.

2. Pledge of Allegiance

3. Roll Call

   Present:

Paul Alfrey	Mayor
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
Justice Stevens	Assistant City Clerk

4. Proclamations and Presentations

   Mayor Alfrey presented James Teele with a volunteer service pin recognizing his 20 years of volunteer service on the city's Code Enforcement Board.

   (Note: the presentation for Charles Jackson was postponed to the December 9 meeting.)

   Employees who reached a milestone of service during the month of November 2025 were invited to the Council meeting to accept their service pin and gift card. Richard Smith, Traffic Engineering (25 years) and Elizabeth Rich, Fleet Management (30 years) attended the meeting and was recognized by the Mayor and City Council and City Manager.

5. Approval of Minutes – November 13, 2025 Workshop and Regular Meeting.

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

6. City Manager's Report

City Manager Jenni Lamb noted that there are a lot of events going on around this time of year and reminded Council to review their calendars and various invitations that they have received.

Additionally, 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 that 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.

Vice Mayor David Neuman noted that the City Attorney had sent an e-mail that needed to be discussed at this meeting. City Attorney Adam Conely stated that during the last regular City Council meeting, Council had requested that he look into the City Code and statutory procedures for the suspension/removal of an appointed board member (Yvonne Minus). Following that meeting and after research, Attorney Conley stated that he sent an e-mail to Council with his ultimate recommendation not to move forward with that process. He noted that in that correspondence, he provided additional options to Council, which included providing him direction (via resolution) to seek an opinion from the Florida Attorney General's Office on the matter or to censure Mrs. Minus.

Attorney Conley continued by stating that a resolution directing him to seek an opinion from the Attorney General has been prepared and is attached to a blue memorandum in the event Council would like to consider adding it to the end of the agenda for discussion and consideration.

Vice Mayor Neuman stated that he is trying to find a way for the city to move forward from this topic, and that in his opinion, a verbal censure is a good middle ground. He reiterated his comments that were filed with the Melbourne Police Department and after talking to the State Attorney's Office, his understanding is that in the absence of video or audio evidence, it would be unlikely for such a case to move forward. He stated that the State Attorney's Office believes the allegations did occur, that the witnesses present can confirm this did occur, and that the Melbourne Police Department's findings were that this did occur. However, to move the city forward, Vice Mayor Neuman stated that a verbal censure would be appropriate.

Moved by Neuman/Alfrey to censure Yvonne Minus.

Mayor Alfrey stated that this is a bridge to get the city to move on from the topic.

Council Member Julie Kennedy asked what a censure really means. Attorney Conley replied that to the extent the conduct occurred, a censure means that Council does not condone such conduct.

Vice Mayor Neuman added that it means that Council does not condone its volunteer advisory board members telling other elected officials that, “I will kill you.” He reiterated that this would not remove Mrs. Minus from either of her boards; it simply puts on the record that Council does not condone political threats.

Council Member Mimi Hanley stated that she is having a hard time understanding this because, in her eyes, one of the witnesses to the comments stated that it was said as a joke. Mayor Alfrey stated that everyone can agree that this kind of conduct is not acceptable; however, it’s time to move forward. Ms. Hanley stated that she believes that Mrs. Minus should not be censured.

Attorney Conley stated that a censure can be considered a form of verbal punishment.

Council Member Marcus Smith stated that in the military, letters of reprimand would be issued. When it comes to decorum of elected officials and volunteer advisory board members, he stated that “it goes both ways.” He commented on his support of de-escalating the situation.

Council Member Mark LaRusso asked if there is any chance that Mrs. Minus makes a public apology and Vice Mayor Neuman publicly accepts it. Vice Mayor Neuman replied that he would be more than happy to speak with Mrs. Minus. Mr. LaRusso stated that if there is any opportunity to take down the temperature, it should be taken.

Discussion continued.

The question was called. The roll call vote was:

Aye: Bassett, Kennedy, Smith, Neuman and Alfrey

Nay: Hanley and Smith

Motion carried.

7. Public Comments

Mayor Alfrey stated that due to active and pending litigation involving one of the speakers who has signed up under public comments, and at the advice of his legal counsel, he will step out of the chamber and ask the Vice Mayor to lead the Council through public comments.

(Mayor Alfrey stepped out of the chamber at 7:02 p.m.)

Mark Holeshoe, Melbourne, referenced speeding problems throughout the city, especially near the Wawa in Downtown Melbourne. He also stated that the city has an issue with e-bikes.

Gerald Paradis, 1640 Sarno Road, stated that for 21 months, he has been dealing with a broken manhole in front of his home and that his understanding is that the city broke the manhole. He asked for this to be resolved as soon as possible.

Steven Borgman, no address given, discussed his previous complaints regarding the Melbourne Police Department.

Peter Gudelunas, 1497 Holland Street, discussed his previous comments regarding speeding along his street and his attempt to draw more attention to this issue.

The following individuals came forward to express their support for Yvonne Minus: Gary Sulski, unincorporated Brevard County; Rachelle Jolley, unincorporated Brevard County; Goldwyn Daniels, Melbourne; Bishop Jackie Gordon, 3900 Sarno Road; and James Minus, 3111 Swift Street.

Kendra Thompson, 2900 Colbert Circle, asked for a moment of silence for victims of gun violence and expressed her thoughts on the matter involving Yvonne Minus, asking for transparency and honesty.

Dr. Ray Shackelford, 2750 Carlson Circle, asked if there will be a public hearing regarding the allegations involving the Mayor and discussed his desire to see the city embrace love and not hate.

SeanPaul Reyes, Long Island Audit, Inc., discussed his previous comments regarding the Mayor and the fact that the City Council has not had a conversation about the information he has provided and has made no effort to at least censure the Mayor.

Bonnie Ida, 1615 Breeze Lane, provided a handout regarding an American teenager currently held in an Israeli prison.

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)

Attorney Conley read the ordinance by its title. City Engineer James Ennis reported that at the last meeting, he was asked to speak with the Supervisor of Elections (SoE) about the impacts of this ordinance. Mr. Ennis reported that the SoE did comment on issues that have occurred with road name changes and the voter registration process. He noted that in some instances, a person's driver's license does not use the person's official address; rather, the "honorary" street name is used.

Continuing, Mr. Ennis reported that during his conversation with the SoE, it was recommended that upon going through the process of an honorary street renaming, the city would provide notice to affected individuals along that corridor and that the honorary naming does not change their official address for the purposes of voting and should not be used to change their driver's license.

(Mayor Alfrey returned to the chamber at 7:39 p.m.)

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

Moved by Hanley/Bassett for approval of Ordinance No. 2025-51. The roll call vote was:

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

Motion carried unanimously.

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.

Public Works and Utilities Director Jennifer Spagnoli reported that 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 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 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. A recommendation was made to award the contract to the lowest responsive and responsible bidder.

Additionally, 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.

Moved by LaRusso/Kennedy for 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. Motion carried unanimously.

Moved by LaRusso/Smith for approval Task Order No. CDM-04 to CDM Smith Inc., Maitland, FL for engineering services during construction in the amount of $135,195.00. Motion carried unanimously.

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.

Mayor Alfrey announced that Item l. was removed from the consent agenda by Vice Mayor Neuman.

Moved by Neuman/Smith for approval of the consent agenda, less Item l. Motion carried unanimously.

11. ITEMS REMOVED FROM THE CONSENT AGENDA

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

Mr. McGinn reported that the changes to the FY2025 budget include a decrease

of $1,905,646 to the General Fund as well as some increases to the SHIP Fund, Workers' Compensation fund, Risk Management Fund and Capital Improvement Fund. Mr. McGinn stated that the largest budget variances related to electric utility taxes and electric franchise fees, as well as the Lake Washington Mitigation Bank and the sale of surplus property which are considered one-time revenues.

Vice Mayor Neuman stated his belief that these quarterly budget adjustments should be regular agenda items and not consent agenda items. He stated that if it remains on the consent agenda, he intends to pull the item from the consent agenda every time.

Moved by Neuman/Bassett for approval of consent agenda Item l. Motion carried unanimously.

Council expressed consensus to have these quarterly budget adjustments as regular items on the agenda. Ms. Hanley stated that in her belief, these items could remain on the consent agenda.

Mayor Alfrey stated that Mr. Smith asked if there were any objections from City Council to consider moving up Item 20 on the agenda to be heard next. There were no objections from Council.

(At this point in the agenda, Council considered Item 20.)

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)

Attorney Conley read the ordinance by its title. Community Development Director Cindy Dittmer reported that 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 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 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 three to five 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 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.

Council discussed the increased number of car washes going up in the city, the conversion of car wash establishments into other developments, and the amount of employees a car wash brings into the city.

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

Alejandro Quintana, applicant/representative, answered some of Council’s general questions about operation of a car wash and the employees that will be hired.

Jordan Draper, applicant/representative, was available for questions.

Moved by Hanley/Bassett for approval of Ordinance No. 2025-52 with PLAN2025-0006, based upon the findings and conditions contained in the Planning and Zoning Board memorandum. Motion carried. Mr. Smith and Vice Mayor Neuman voted nay.

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.)

Attorney Conley read the ordinances by their titles and noted that the applicant for this item requested that the ordinances be postponed since he was unavailable to attend tonight's meeting.

Mr. LaRusso noted that the item report says that the property is in both District 5 and District 6. He asked for staff to make the necessary correction.

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

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)

Attorney Conley read the ordinance by its title. Mrs. Dittmer reported that 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 a.m. – 10:00 p.m. Sunday through Wednesday; 11:00 a.m. – 12:00 a.m. 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.

(Mayor Alfrey stepped out of the chamber at 8:43 p.m.)

Vice Mayor Neuman called for disclosures and noted that Lisa Herendeen reached out to him about this item. Ms. Hanley noted that Mark Herendeen reached out to her as well. Mr. Smith stated that he attended the Melbourne Downtown CRA Advisory Committee meeting where this item was discussed. Mrs. Kennedy disclosed that she received a phone call on November 7 at 11:29 a.m. from Mark Herendeen and she returned the call, discussing the events of the Planning and Zoning Board meeting. Mr. LaRusso noted that he believes the applicant sent an e-mail to all of Council.

(Note: after the Mayor returned to the chamber, he disclosed that Mark Herendeen also called him after the Planning and Zoning Board meeting.)

The Vice Mayor opened the public hearing.

(Mayor Alfrey returned to the chamber at 8:48 p.m.)

Timothy Fowler, applicant, discussed his military service, his connection to the

Tuskegee Airmen, and his concerns following the discussion at the Planning and Zoning Board meeting. He discussed his plans for operating the business and the significant investment that he has already made into this effort.

Chelsea Woodard, applicant, discussed her experience in the restaurant business and answered general questions about the proposed business, such as the number of employees that would be hired.

Bill Davis, 2808 S. Harbor City Boulevard, stated that he and his wife have been a part of the effort to get this area of Melbourne to grow. He noted that this business is going out on a limb to reinvigorate this area. He expressed his full support for the project.

Mark Herendeen, 233 E. New Haven Avenue, stated that he represents the seller of the property and asked for Council's full support of this project.

Lisa Herendeen, 233 E. New Haven Avenue, discussed her support for this project and the efforts to revitalize this area of Melbourne. She discussed her opinion on the zoning challenges that make it hard to develop and redevelop in this area.

Joseph McNeil, 804 Poplar Lane, expressed his support for this project.

Moved by Neuman/Bassett for approval of Ordinance No. 2025-55, based on the findings and conditions contained in the staff memorandum. Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. Mrs. Dittmer reported that 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.

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

Moved by LaRusso/Neuman for approval of Ordinance No. 2025-56, based on the findings and conditions contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. Mrs. Dittmer reported that 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, pasta, 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.

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

Michael Herendez, applicant, answered general questions about the layout of the proposed business.

Moved by LaRusso/Neuman for approval of Ordinance No. 2025-57, based on the findings and conditions contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. Mrs. Dittmer reported that 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.

(Mr. Smith stepped out of the chamber at 9:39 p.m.)

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

Moved by Hanley/Bassett for approval of Ordinance No. 2025-58, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously. Mr. Smith was not present for the vote.

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.

(Mr. Smith returned to the chamber at 9:41 p.m.)

Attorney Conley read the ordinance by its title. Financial Services Director Ross McGinn reported that 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 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.

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

Moved by Hanley/Alfrey for approval of Ordinance No. 2025-59. Motion carried unanimously.

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.

Mrs. Lamb reported that on November 18, 2025, the Brevard County Board of County Commissioners held a discussion regarding the proposed amendments to the Interlocal Agreement (ILA). She noted that she, the City Attorney, and the Mayor spoke on the agenda item. 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.

Mrs. Lamb noted that during the conversation, there were a few points touched on by the Commission, the first being the number of parking spaces. She noted that the ILA originally referenced a 300-space parking garage, with 90% of those spaces being for public parking. With the inclusion of the public-private partnership, and the need for hotel parking, the 90% threshold could not be met with the amount of spaces needed for the hotel, as that was not contemplated in the original ILA. Mrs. Lamb noted that the draft agreement already included 250 spaces, and as far as staff is concerned, that number can be increased to 270 spaces.

Additionally, Mrs. Lamb noted that during her comments, she stated that the city most likely can pay off the debt early; therefore, the city could agree to advancing the sunset date of the CRA to 2033 (a reduction of five years). She added that during that five-year time frame, the county stands to gain approximately $2 million in tax revenue.

Continuing, Mrs. Lamb noted that the Commission brought up low-impact development and that following the discussion, city staff spoke with county staff about the potential for “green infrastructure” which would be more appropriate for a redevelopment site. Ultimately, the county is seeking additional nutrient removal for the lagoon. Mrs. Lamb noted her concern about locking the city into low-impact development.

Finally, Mrs. Lamb noted that the biggest concern of the Commission relates to free parking. She noted that the existing agreement states that there will be free parking for 50 years. In the revised and restated agreement, the city proposed a five-year period until a parking management study could be done. The differential between those years seemed to be too much of a difference for the Commission. Mrs. Lamb discussed the reasons behind this proposal and the need for fees that simply cover the maintenance of the garage.

Attorney Conley added that from Council’s direction in July, a draft revised and restated ILA was created to address these issues in relation to the construction

of the garage along with a public-private partnership. He asked if there are further revisions Council desires in the revised and restated ILA or if there is any other direction from Council before city staff present this item to the Commission again on December 2.

Council discussed that, based on their understanding of the Commission meeting, the biggest sticking point is the amount of time that free parking exists. Additionally, discussion took place regarding users of the garage paying versus a tax on all residents; the potential for on-street premium parking after the sunset of the CRA; low-impact development versus green infrastructure; and Council's belief regarding a period of free parking that would be reasonable.

Following discussion, Council expressed direction to proceed with negotiations with Brevard County regarding proposed amendments to the ILA, including recommending revising the proposal to say that there will be free parking for a period longer than just five years. Council expressed consensus to give the City Manager negotiating power to get the best deal possible for the city.

Attorney Conley noted that city staff will once again appear at the December 2 County Commission meeting to hear the Commission's thoughts and that based on that conversation, there may be an item returning to City Council for its consideration.

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

Mr. Smith stated that the purpose of the revision is to add the Greater Palm Bay Chamber of Commerce, LEAD Brevard and weVENTURE to the list of pre-approved organizations referenced in the policy. He stated that he invited these organizations to speak tonight and asked for their representatives to come forward.

Corey Skates and Nancy Pelotonen, Greater Palm Bay Chamber of Commerce, noted that their organization's work extends well beyond Palm Bay and that one-third of the organization's membership is Melbourne-based businesses. Mr. Skates noted that Melbourne's 32901 zip code area is an area of focus for the chamber and further described the events and activities hosted by the chamber that support the City of Melbourne.

Kristin Bakke, LEAD Brevard, came forward to discuss the organization's membership, which includes members of City Council and city staff members. She noted that the organization is intended to work together to inspire the community to lead one another. Ms. Bakke discussed the membership and non-membership pricing levels and the organization's community engagement activity.

Additionally, Mr. Smtih noted that representatives from weVENTURE have

already spoken before Council to discuss that program's benefits to the community. He noted that his ultimate recommendation is to add these three organizations to the current Council Policy.

Mr. LaRusso asked the City Clerk what the total would be if all three organizations were added to the policy as Mr. Smith has suggested. City Clerk Kevin McKeown replied that it would be hard to tell, as it depends on the number of events attended by the individual City Council members. However, he noted that the current list of organizations is three, and if three more were added, Council could reasonably assume that the budget for this line item would need to be doubled. He noted that the current line item in the FY26 budget is just under $8,000.

Ms. Hanley stated that Council Members have a hard enough time attending all of the events in Melbourne already. She stated that Melbourne is a very different economy than Palm Bay.

Mrs. Kennedy noted that Council removed a portion of their training and education budget already during the budget development process. Vice Mayor Neuman stated that he is not going to support the request at this time.

Mr. Smith stated that he is seeking Council's consensus to spend time with staff and see if additional funds can be found. Mrs. Kennedy suggested exploring what the cost would be to be members of these organizations versus going to events as non-members.

(At this point in the meeting, Council returned to the normal order of agenda, starting with Item 12.)

21. Council Appointments for 2025-2026

a. Vice Mayor

Ms. Bassett nominated Mrs. Kennedy. Ms. Hanley nominated Mr. LaRusso. There were no further nominations.

The roll call vote was:

Kennedy: Bassett, Kennedy, Smith, Neuman and Alfrey

LaRusso: Hanley, LaRusso

Mrs. Kennedy was appointed Vice Mayor for the 2025-2026 year.

b. Airport Authority

Vice Mayor Kennedy recommended that the three current members be nominated/reappointed; there were no further nominations.

Moved by Kennedy/Neuman to reappoint Mayor Alfrey, Council Member Neuman and Council Member LaRusso to the Melbourne Airport Authority. Motion carried unanimously.

c. Space Coast League of Cities

Ms. Bassett nominated herself to remain as the voting delegate. There were no further nominations.

Moved by Bassett/Kennedy to reappoint Rachael Bassett as the voting delegate to the Space Coast League of Cities for calendar year 2026. Motion carried unanimously.

Mr. Smith nominated himself to remain as the alternate.

Moved by Bassett/Kennedy to reappoint Marcus Smith as the alternate voting delegate to the Space Coast League of Cities for calendar year 2026. Motion carried unanimously.

22. Board Appointments

a. Melbourne Housing Authority

(Mr. Neuman stepped out of the chamber at 10:33 p.m.)

Moved by Kennedy/Bassett to approve the Mayor's reappointment Judith Doyle and Alan Parenteau and his appointment of Felicia Smith. Motion carried unanimously. Mr. Neuman was not present for the vote. (Terms of Doyle and Parenteau: December 9, 2025 through December 8, 2029 – four-year terms; term of Smith: November 25, 2025 through December 8, 2026 – unexpired four-year term.)

b. Zoning Board of Adjustment

(Mr. Neuman returned to the chamber at 10:34 p.m.)

Moved by Kennedy/Bassett to reappoint Thomas Herbert and Linda Cass as a regular members, appoint Dave Bregard as a regular member, reappoint Diane Maynard as an alternate member and appoint Jared Moyles as an alternate member. Motion carried unanimously. (Terms of Herbert and Cass: December 3, 2025 through December 2, 2028 – three-year terms; term of Bregard: December 27, 2025 through December 2, 2026 – unexpired three-year term; terms of Maynard and Moyles: December 27, 2025 through December 26, 2028 – three-year terms.)

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. Neuman stated that in his opinion, the vote for Vice Mayor is a divisive process and more of a popularity contest. He expressed his opinion that the selection of Vice Mayor would be more appropriate on the general election ballot and asked if Council has a desire to explore that option. Following discussion, there was no consensus of Council to amend the current process for selecting the Vice Mayor.

Ms. Bassett stated that in the interest of transparency, she asked what the City Manager and City Attorney are doing about the allegations that keep coming up under public comments regarding the Mayor and Habitat for Humanity. She stated that right now, “the silence is doing a lot more harm than good.”

Mayor Alfrey stated that to his understanding, a complaint has been filed with the Commission on Ethics.

Mrs. Lamb stated that in May 2025 when Habitat for Humanity’s original request for payment came in, city staff did a review of that process and acknowledged that there were no violations of any ARPA regulations, so the payment was sent to Habitat for Humanity. When the topic came up again later in the year, staff once again did a thorough review and came to the same conclusion that the city met all the federal and ARPA requirements. Mrs. Lamb stated that she took it even farther to look at what the city’s agreement with Habitat for Humanity said. She reminded Council that when the requests for applications were sent out, they included certain criteria because at the time, the final ARPA rules were not issued yet. That criteria was similar to what the city does with CDBG or HUD projects.

Continuing, Mrs. Lamb stated that during that additional review, staff determined that there existed the possibility of a default of the contract with Habitat for Humanity. Following the city’s standard procedures, the city issued a letter to Habitat for Humanity, noting the potential conflicts and providing them an opportunity to cure the situation. As of yesterday, Habitat for Humanity has cured the default and have met the terms of the agreement.

Attorney Conley noted that in his initial review of the allegations of unethical conduct by the Mayor, he reviewed a chain of Commission on Ethics opinions that suggest that the nature of the relationship between the Mayor, his roofing company, Habitat for Humanity and the city is not necessarily a conflicting contractual relationship. He noted that there have been demands for the city to lodge complaints or investigate the matter further; however, based on his understanding on how the Commission on Ethics looks at those ethical standards, it would not be definitive that a violation would be found. He described the process for filing a complaint with the Commission on Ethics and said that based on the information he has, he would not be ready to swear under oath how an ethical violation occurred.

Attorney Conley commented on the previous public speaker (Mr. Colombo) who stated that there was a voting conflict of interest in this matter and stated that he is not aware of any of the facts surrounding that matter and therefore, if the public has other information about an ethical violation, they would be in a better position to submit a complaint to the Commission on Ethics.

In closing, Attorney Conely stated that from the city's perspective, the additional review addresses and corrected the issue with Habitat for Humanity. With regard to the allegations of unethical behavior, those allegations would be better evaluated by the Commission on Ethics. Attorney Conely stated that as he understands the facts, it is not crystal clear to him that there has been an ethical violation; therefore, he stated that he is reluctant to file something with the Commission on Ethics himself.

Mayor Alfrey added that there is more pending litigation coming on this matter and that a "paid agitator" has been working with his sister-in-law, who he is currently in litigation with. He stated that on October 23, 2025, a bookkeeper from his business pulled checks from the business account and unredacted versions of those checks were sent to him within the hour by this paid agitator. He noted that his sister-in-law must have sent him that information and immediately called for him to resign. Mayor Alfrey referenced text messages that confirm he was not involved in the day-to-day operation of the business at that time and was not even aware that this issue occurred.

Ulitmately, Mayor Alfrey stated his attorney will be handling this matter and that, in his opinion, all of this revolves around the fact that he will not give half of his company up to his sister-in-law. Mayor Alfrey said that he refuses to be extorted. With regard to the accusations of him being absent from Council meetings, Mayor Alfrey discussed a scheduled vacation and other business he works on, including the Airport Authority, which all of Council should understand. He closed by stating that he would be glad to send any of this information to City Council to review.

Ms. Hanley referenced her visit to Riverview Park during a large group feeding and stated that many of the individuals who are present to get food are older individuals, which she found surprising. She discussed her attendance at the Marine Resources Council meeting and her participation in reviewing requests for applications regarding opioid funds.

Mr. Smith discussed Ms. Dot's Thanksgiving food drive and the Florida League of Cities Legislative Conference that he will be attending next week.

Mayor Alfrey stated that city staff did a great job welcoming Parkhurst Academy to city hall last week.

E. ADJOURNMENT

The meeting adjourned at 10:59 p.m.

_____
City Clerk – December 3, 2025

Approved by Council:

Memorandum

To: Mayor and Council

From: Jenni Lamb, City Manager

Date: December 4, 2025

Subject: City Manager's Report – Meeting of December 9, 2025

Updates:

- Staff and Council Member Smith met with WeVenture to discuss ideas for a small business program that would be focused in the Downtown Melbourne CRA. After discussing the various programs that WeVenture provides and the potential business needs in the downtown area, the group decided to hold a joint workshop in February with existing and potential businesses in the downtown area. The City of Melbourne, WeVenture and Melbourne Main Street will host the event in City Hall to try to gauge interest and ideas on the type of business assistance that would be helpful for these businesses. After the workshop, staff will present the outcome to the CRA Advisory Board and seek a recommendation on whether to pursue a program and what type of program or incentive would work best.

- The City currently utilizes the WEX fuel card program for the purchase of fuel for the Police and Fire Departments. The current contract is a piggyback from the State of Florida and expires on December 31, 2025. The state is currently in the process of renewing the contract, but it has not yet been renewed to date. To avoid a disruption in fuel card services between the contract end date and the next Council meeting of January 13, 2026, I am requesting authorization from City Council to renew the City contract once it is renewed by the state. Staff will follow up with a formal agenda item for City Council approval once the state contract is renewed.

Retirements:

James Nickelson, Carpenter, on December 1, 2025 after 26 years of service.

Upcoming Events:

The Police Community Relations Council Christmas Party will be held on Thursday, December 11th, at 7:00 p.m. at Eddie Lee Taylor Sr. Community Center. Please bring canned goods or non-perishables for a local food pantry.

Christmas in the Park will be held on Friday, December 12th from 6:00 p.m. – 9:00 p.m. at Eddie Lee Taylor Sr. Community Center.

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	1
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.8.

Subject:
An ordinance vacating a bike path easement between 2465 Wild Wood Drive and 2455 Wild Wood Drive.

Background/Consideration:
This is a continuance of a vacation of an easement brought to City Council on September 11, 2025. The item was postponed at the September 11, 2025 and October 14, 2025 council meetings to allow the Wickham Forest Homeowners' Association, Inc. (HOA) additional time approve necessary public utility easement documents over the area of the existing bike path easement.

The applicant, Wickham Forest Homeowners' Association, Inc. (HOA), has requested the vacation of a 15-foot-wide bike path easement created by the Wickham Forest Phase One plat. The easement runs across the east 15 feet of Lot 118, Block A. The HOA is requesting the easement be vacated due to safety concerns.

Staff received three objections to the vacation request. Those objections came from the City of Melbourne Public Works & Utilities Department, Florida City Gas, and FPL, due to equipment that each entity has within the bike path easement. All three objectors stated that if the property owner granted a public utility easement in place of the bike path easement, the objections would be resolved.

The HOA has provided the necessary approvals for a public utility easement on the parcel in place of the bike path easement.

Staff has reviewed this application according to the review criteria contained in Section 52-99 of the City of Melbourne Code of Ordinances and is recommending approval of the vacation of the bike path easement. Pursuant to Section 52-100(b), it has been determined that, with the required public utility easement from the HOA, the vacation action will not compromise public health, safety, welfare and aesthetics, and economic order.

The agenda materials provide additional details on the abandon and vacate request along with a sketch depicting the location of the easement.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-41.

City of Melbourne
The Harbor City
Engineering

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer

From: Barry Baldwin, Engineering Technician

Date: September 2, 2025

Re: AV2025-0002 – Request to Abandon and Vacate a Bike Path Easement (between 2465 Wild Wood Drive and 2455 Wild Wood Drive)

The applicant, Wickham Forest Homeowners Association, Inc., has requested the vacation of a 15 foot wide bike path easement created in 1989 by the Wickham Forest Phase One plat. The easement runs across the east 15 feet of Lot 118, Block A. The east 15 feet of Lot 118, Block A was separated by deed from the original lot into a new parcel in 1992. The 15 foot wide parcel is owned and maintained by the HOA.

The HOA is requesting that the City vacate the easement based on safety concerns brought forth in a petition submitted to the HOA board by some of the subdivision residents. Those residents had concerns about the safety of the bike path and asked the board to close the path. The HOA board discussed the bike path closure in multiple board meetings. The board also surveyed all of the subdivision residents in 2024. Of the 317 residents surveyed, 200 responded with 194 residents affirming they agreed with closing the bike path and 8 residents stating they did not agree.

Staff received three objections to the request. Those objections came from the City Water/Sewer Division, Florida City Gas, and FPL, due to equipment each have within the bike path easement. All three objectors stated that if the property owner granted a public utility easement in place of the bike path easement the objections would be resolved.

Due to the need to preserve access to the public utilities within the bike path easement, the City Attorney's Office recommends that the vacation of the bike path easement be conditioned upon the easement area becoming a public utility easement. Conditions to the abandonment and vacation to this effect are included in the proposed ordinance for Council's review and approval.

The Homeowners Association has stated they are prepared to grant the public utility easement on the parcel in place of the bike path easement.

Staff has reviewed this application according to the review criteria contained in Section 52-99 of the City Code of Melbourne and is recommending the vacation action for approval. Pursuant to Section 52-100(b), it has been determined that the vacation action will not compromise the public health, safety, welfare and aesthetics, and economic order.

Abandon and Vacate the 15 foot wide bike path easement, as described below:

> The entire 15 foot wide bike path easement that runs along the east 15 feet of Lot 118, Block A of the Wickham Forest Phase One subdivision plat, as recorded in Plat Book 35, Pages 94-95, of the Public Records of Brevard County, Florida.
>
> Contains: approximately 0.04 acres, more or less

Recommendation
Recommend approval of the Abandonment and Vacation of the above described bike path easement.

Business Impact Estimate

To: Jenni Lamb, City Manager

Thru: James W. Ennis, City Engineer

From: Barry Baldwin, Engineering Technician

Date: August 20, 2025

Re: Ordinance No. 2025-41 – [AV2025-0002]

Summary of the Proposed Ordinance

This ordinance serves to abandon and vacate a bike path easement that runs across a 15 foot wide parcel between 2465 Wild Wood Drive and 2455 Wild Wood Drive. The subdivision HOA has requested the easement be vacated due to safety concerns. The easement being vacated is to be replaced with a public utility easement for existing utilities located in the 15 foot wide parcel.

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

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

No businesses should incur compliance costs associated with this abandon and vacate ordinance as it only impacts the requesting party (Homeowners Association).

The requesting property owner is gaining the benefit of being able to alleviate safety concerns based on the abandon and vacate request.

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

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

AV2025-0002 AERIAL

ORDINANCE NO. 2025-41

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATION OF A 15-FOOT-WIDE BIKE PATH EASEMENT THAT RUNS ACROSS THE EAST 15-FEET OF LOT 118, BLOCK A OF THE WICKHAM FOREST PHASE ONE PLAT (BETWEEN 2465 AND 2455 WILD WOOD DRIVE); MAKING FINDINGS; PROVIDING FOR A CONDTION OF APPROVAL; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (AV2025-0002)

WHEREAS, based on the review criteria in Section 52-99, City Code, and upon recommendation of the City Engineer, providing the condition set forth in Section 2. below is met, the City Council finds:

(1) The right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed, is no longer needed.

(2) The public health, safety, welfare, aesthetics, and economic order of the community will not be compromised by the vacation, termination, abandonment or permanent closure of the right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed.

(3) The rights or anticipated and likely future needs of utilities, including, but not limited to, electric, gas, water, wastewater, telephone, and cable television, to use the right-of-way or easement will not be compromised, or acceptable and adequate alternatives have been provided.

(4) All properties abutting and utilizing the portion of the right-of-way or easement to be vacated, abandoned, terminated, or permanently closed will have adequate alternative right-of-way or easement available to serve said abutting properties.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the 15-foot-wide bike path easement that runs across the east 15 feet of Lot 118, Block A of the Wickham Forest Phase One plat (between 2465 Wild Wood Drive and 2455 Wild Wood Drive), is hereby abandoned and vacated. The property is more particularly described as:

The entire 15 foot wide bike path easement that runs along the east 15 feet of Lot 118, Block A of the Wickham Forest Phase One subdivision plat, as recorded in Plat Book 35, Pages 94-95, of the Public Records of Brevard County, Florida.

Contains: approximately 0.04 acres, more or less

SECTION 2. That this ordinance is adopted subject to the following condition:

Easements to be Conveyed. That as a component of this abandon and vacate approval, all owners of the property who, by virtue of this ordinance, gain an interest in the vacated bike path easement, have agreed to convey a public utility easement in perpetuity over, under, and across the entire vacated area. This easement must be in a form and substance acceptable to the City Attorney and must be conveyed to the City of Melbourne and Brevard County for use for public utilities. The easement shall be recorded concurrent with this ordinance in the Public Records of Brevard County, Florida.

SECTION 3. No Vacation of Private Rights. That this ordinance does not vacate and is not intended to have any effect on any private property rights that may exist in the above-described property. Only any public rights existing as a result of the plat have been vacated by this ordinance.

SECTION 4. That the City Clerk shall record this ordinance in the Public Records of Brevard County, Florida.

SECTION 5. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne. Additionally, the abandonment and vacation set forth in Section 1. shall not become effective until this ordinance and the easement set forth in Section 2. have been recorded in the Public Records of Brevard County, Florida.

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025 and adopted on the second and final reading at a regular meeting of the City Council on the day of , 2026.

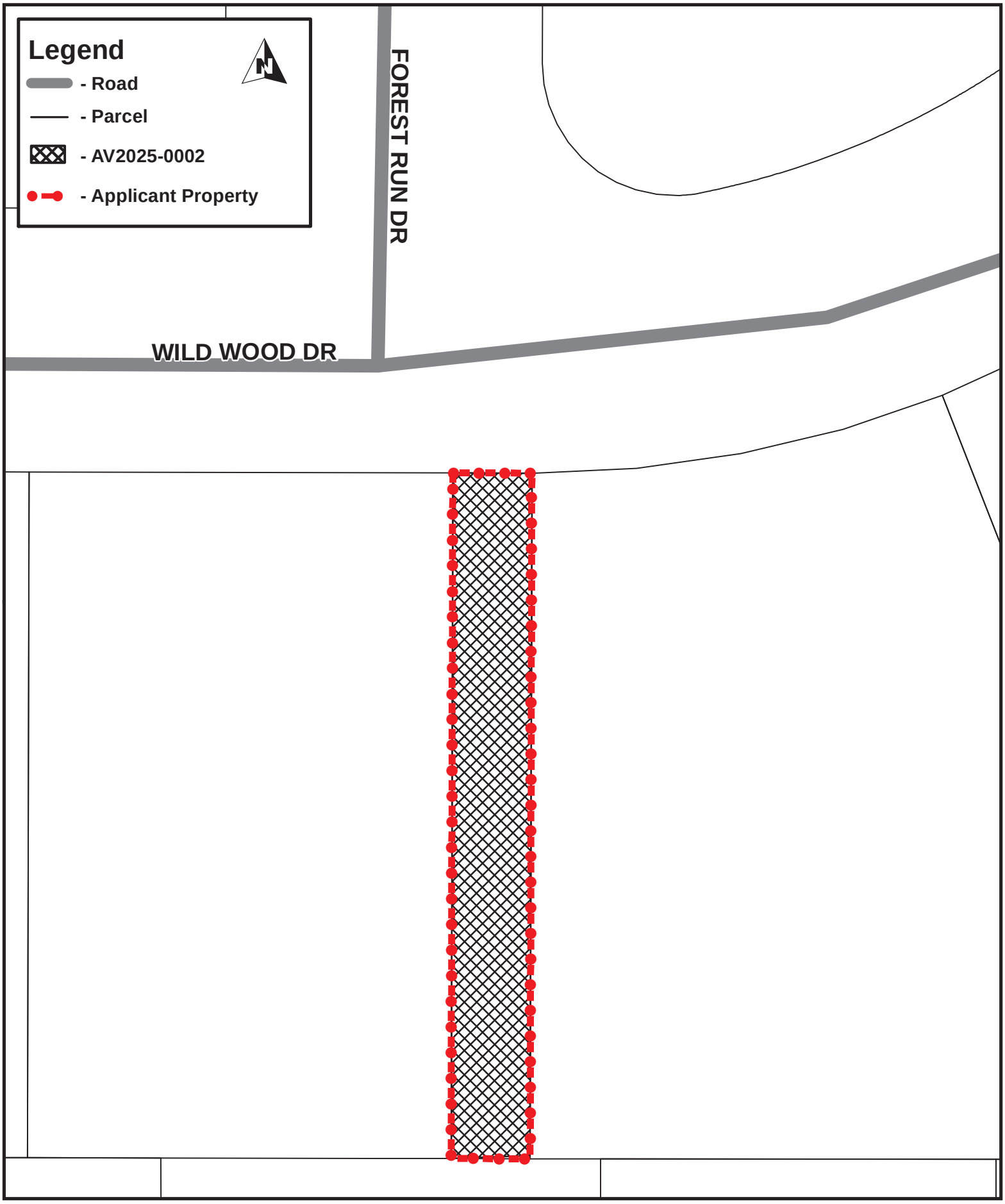
BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2025-41



mGIS

EXHIBIT "A"

City of Melbourne
The Harbor City
Engineering

THIS INSTRUMENT RETURN TO: Kevin
McKeown, City Clerk
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

THIS INSTRUMENT PREPARED BY:
City Attorney's Office City
of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

Property Appraiser's PIN: 26-37-31-01-A-118.01

PUBLIC UTILITY EASEMENT

THIS PUBLIC UTILITY EASEMENT is made this 20th Day November, 2025, between the **WICKHAM FOREST HOMEOWNERS ASSOCIATION, INC.**, whose mailing address is PO Box 410621, Melbourne, FL 32941(collectively, the "GRANTOR"); and the **CITY OF MELBOURNE,** a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida, 32901 (the "CITY") and for the benefit of the **PUBLIC UTILITIES.**

WITNESSETH:

WHEREAS, the Wickham Forest Homeowners Association owns certain real property located in Brevard County, Florida, being more particularly described in Exhibit "A" attached hereto and incorporated by reference herein (the "HOA property"); and

WHEREAS, pursuant to City Ordinance No. 2025-41, the CITY provisionally and conditionally vacated the public's interest in a bike path easement, located in Brevard County, Florida, being more particularly described in Exhibit "B" attached hereto and incorporated by reference herein (the "Easement Area"); and

WHEREAS, the GRANTOR desires to grant to the CITY and public utilities a public utility easement in compliance with City Ordinance No. 2025-41; and

THAT the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, each to the other paid in hand, the sufficiency and receipt of which is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the CITY and public utilities an easement for installation, removal, connection to or disconnection from, repair, replacement, operation, and maintenance in perpetuity of public utilities, including electric, telephone, gas, water, wastewater, sewer and reclaimed water, and other public utilities and all associated parts, including but not limited to piping (laterals, mains, services, etc.), valves, fittings (bends, joints,

tees, etc.) pumps, manholes, cables, wires, meters, lift stations, poles, and other appurtenances (hereinafter: "Facilities") over, under, and across the Easement Area.

The rights granted herein to the CITY and the public utilities by the GRANTOR specifically include:

(a) The right, but not the duty, of the CITY and the public utilities, their employees, contractors, sub-contractors, agents, successors, and assigns, to access the parcel for any governmental purpose over, under, and across the Easement Area;
(b) the right, but not the duty, of the CITY, the public utilities, their employees, contractors, sub-contractors, agents, successors, and assigns, to control, inspect, install, maintain, alter, improve, repair, remove and rebuild any said Facilities over, under, and across the Easement Area;
(c) the right, but not the duty, of the CITY and public utilities, their employees, contractors, sub-contractors, agents, successors, and assigns, to trim, cut, or remove plants, trees, fences, or structures from the Easement Area; and
(d) the right of the CITY and public utilities, their employees, contractors, sub-contractors, agents, successors, and assigns, to have egress and ingress to the Easement Area for the purposes expressed in (a), (b) and (c) above.

TOGETHER WITH ALL the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

By delivery of this Easement, the GRANTOR hereby covenants not to interfere with the access and safe operation or maintenance of Facilities within the Easement Area.

The GRANTOR hereby covenants with the City that, for any and all portions of the vacated bike path easement pursuant to Ordinance No. 2025-41 that the GRANTOR gains an interest in, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey an easement in the same; that the GRANTOR hereby fully warrants the title to the said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes for the year the pending tax year and matters of record.

All covenants, terms, provisions, and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto. This easement shall run with the land and be binding upon GRANTOR successors in interest and title to the Easement Area, and shall be recorded in the public records of Brevard County.

IN WITNESS WHEREOF, the GRANTOR has hereunto set his/her hand and seal this day and year first above written.

[SIGNATURES ON NEXT PAGE]

Signed, sealed and delivered

in the presence of:

GRANTOR:
Wickham Forest Homeowners Association, Inc.

Reda Rozanski
Signature of Witness #1

Paul W. Leach, President

Name Printed/Typed
Reda Rozanski
Address
4358 Wood Haven Dr
Melbourne Fl 32935

Signature of Witness #2

Name Printed/Typed
Dolores Leach
Address 4358 Wood Haven Dr
Melbourne FL 32935

STATE OF Florida
COUNTY OF Brevard
The foregoing instrument was acknowledged before me by (X) physical presence OR (_) online notarization this 19 day of November, 2025 by Paul W. Leach, President. he is (_) personally known to me OR (X) has produced FL DL as identification.

Lisa M. Tiemann
My commission expires: April 18, 2027 Notary Public
Lisa M. Tiemann

LISA M. TIEMANN
NOTARY
My Comm. Expires
April 18, 2027
HH 388300
PUBLIC
STATE OF FLORIDA

The foregoing Public Utility Easement is accepted and agreed to by the City of Melbourne, Florida, this ___ day of _____, 2025.

By: _____
Jenni Lamb

City Manager

ATTEST:

_____

Kevin McKeown, City Clerk

EXHIBIT "A"

Legal Description of HOA Property

The east 15 feet of Lot 118, Block A, Wickham Forest Phase One, according to the plat thereof, as recorded in Plat Book 35, Page 94-95, of the Public Records of Brevard County, Florida.

Commonly referred to as Parcel ID: 26-37-31-01-A-118.01; Tax ID: 2615068

EXHIBIT "B"

Legal Description of Easement Area

All of the east 15 feet of Lot 118, Block A, Wickham Forest Phase One, according to the plat thereof, as recorded in Plat Book 35, Page 94-95, of the Public Records of Brevard County, Florida.

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.9.

Subject:
Consideration of disposition of a City-owned parcel abutting 1015 W.H. Jackson Street, parcel ID 28-37-11-FJ-3-5.01.

Background/Consideration:
This item is for City Council's consideration on whether to postpone action regarding the disposal of 0.08-acre City-owned parcel ID 28-37-11-FJ-3-5.01, which abuts 1015 W.H. Jackson Street, and direction to City staff to continue negotiations.

As part of the City Manager's report to City Council on August 12, 2025, staff received consensus from City Council to proceed with disposal of the City-owned parcel. The Notice of Public Hearing regarding the disposition of the City-owned parcel was advertised on August 24, 2025, with a 30-day submittal deadline of September 22, 2025. Additionally, the Notice of Public Hearing established that the disposition of the property would be brought back before City Council for a public hearing at the Regular Council Meeting scheduled for October 28, 2025.

Staff received one (1) proposal with an offer of $1,000 for the City-owned parcel. On October 28, 2025, Council voted to postpone the item to the December 9, 2025, Regular Council Meeting to allow staff time to negotiate with the property owner for a drainage easement to preserve the existing historical drainage along the southern boundary of the privately-owned parcel as well as provide for easements within the privately-owned parcel to accommodate the existing public sidewalk along W.H. Jackson Street.

On November 20, 2025, a counterproposal was provided to the individual. The individual is currently considering and obtaining his own legal review of the counter proposal.

Fiscal/Budget Impact:
Disposition of the property may provide future tax revenue when combined with the privately-held parcel at 1015 W.H. Jackson Street.

Requested Action:
Postponement of consideration of this item to the January 27, 2026 Regular City Council meeting at 6:30 p.m. in the Council Chamber.

1015 W H JACKSON STREET
PROPERTY EXHIBIT

City of Melbourne
The Harbor City
Engineering

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	5
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.10.

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 second 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.

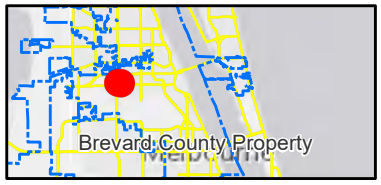
f. Hours of operation for El Car Wash shall be 7 am to 9 pm 7 days a week.

Respectively Submitted,

for

Yvonne Minus, Acting Chairman
Planning and Zoning Board

EL CAR WASH
LOCATION MAP
CU2025-0002 | PLAN2025-0006



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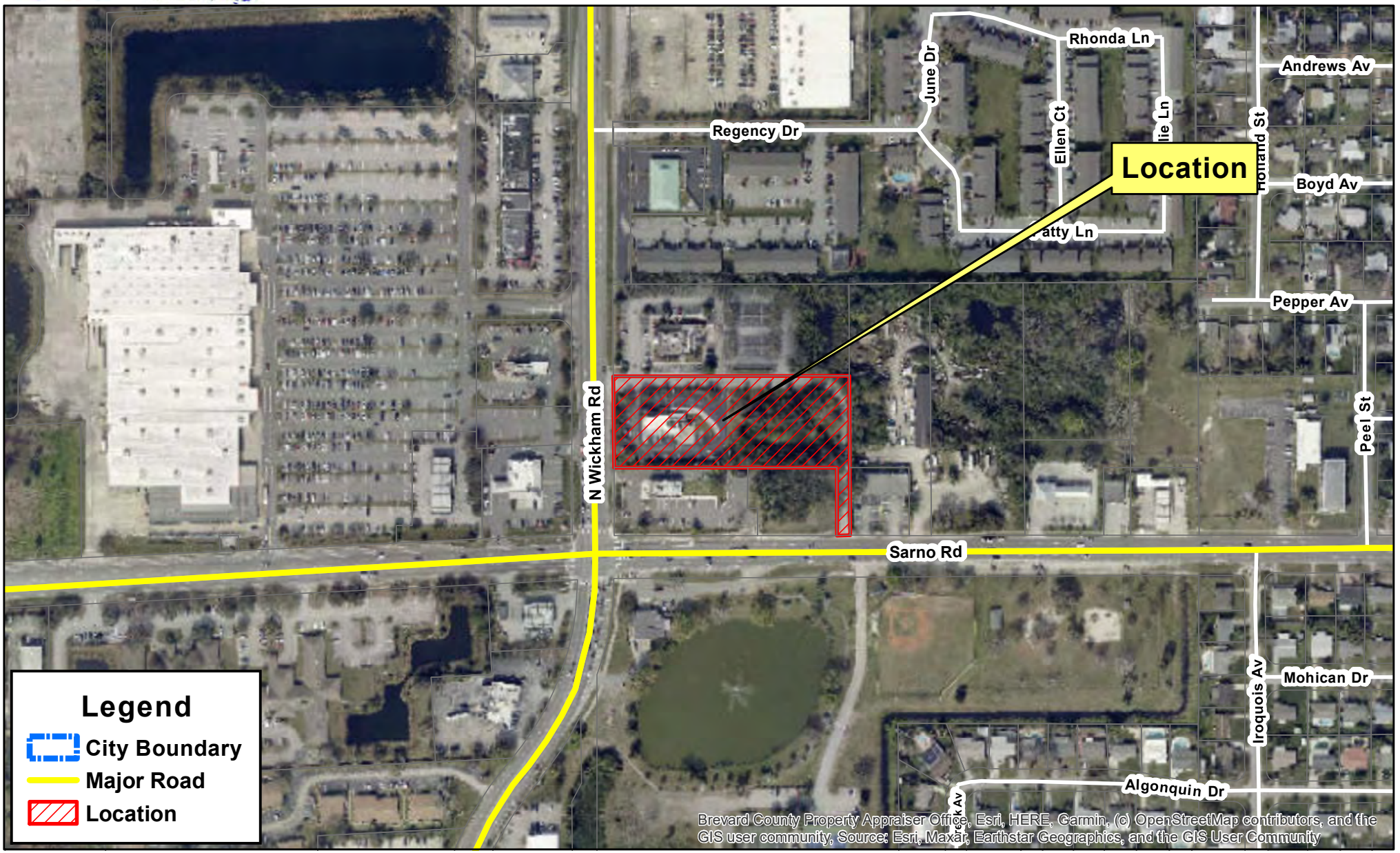

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Title: EL CAR WASH
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 3:50:38 PM
Document Name: El Car Wash LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\El Car Wash LOCATION Map.mxd

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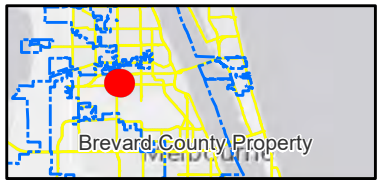
EL CAR WASH
LOCATION MAP
CU2025-0002 | PLAN2025-0006



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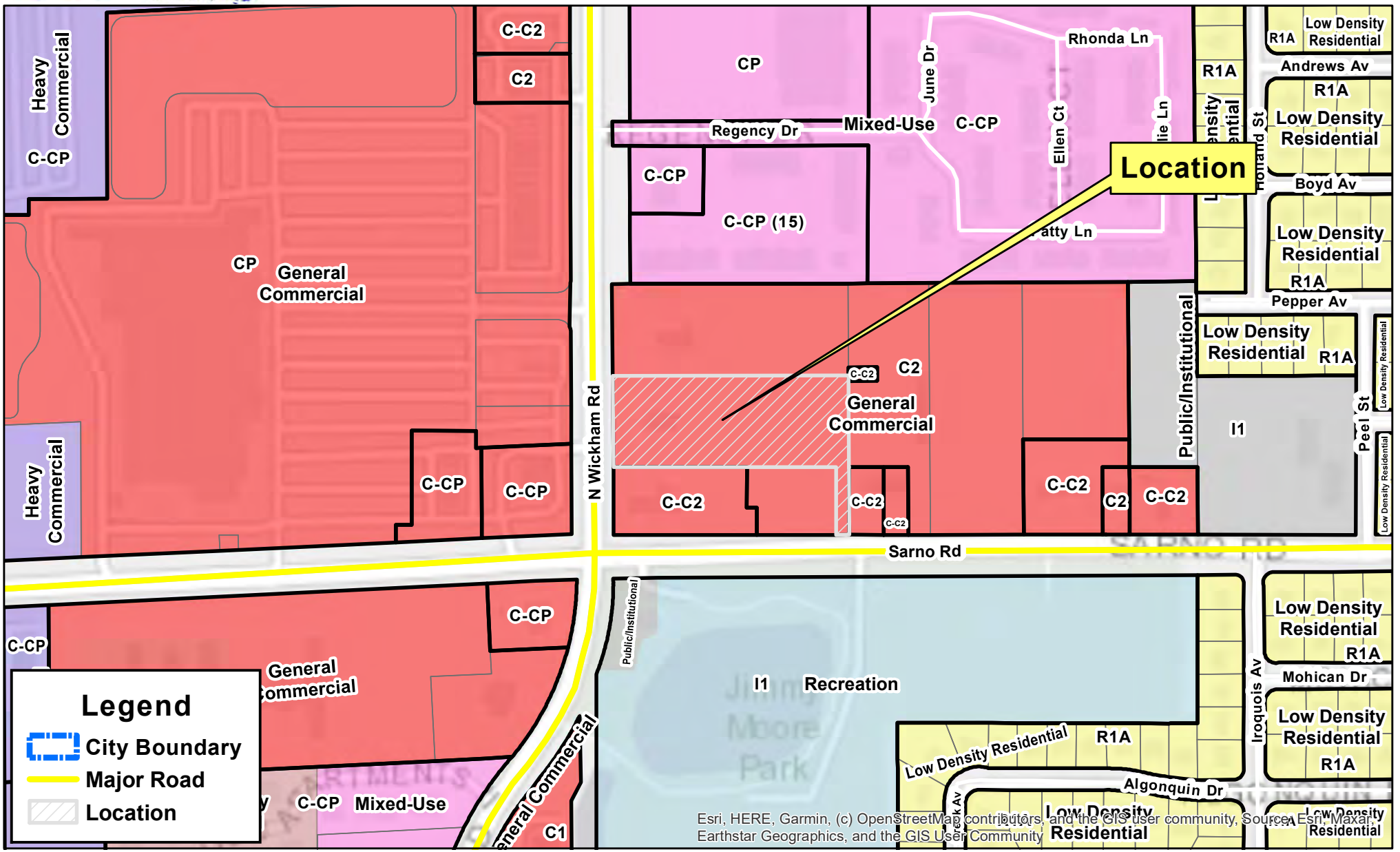

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Title: EL CAR WASH
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/4/2025 12:49:08 PM
Document Name: El Car Wash FLU & Z Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\El Car Wash FLU & Z Map.mxd

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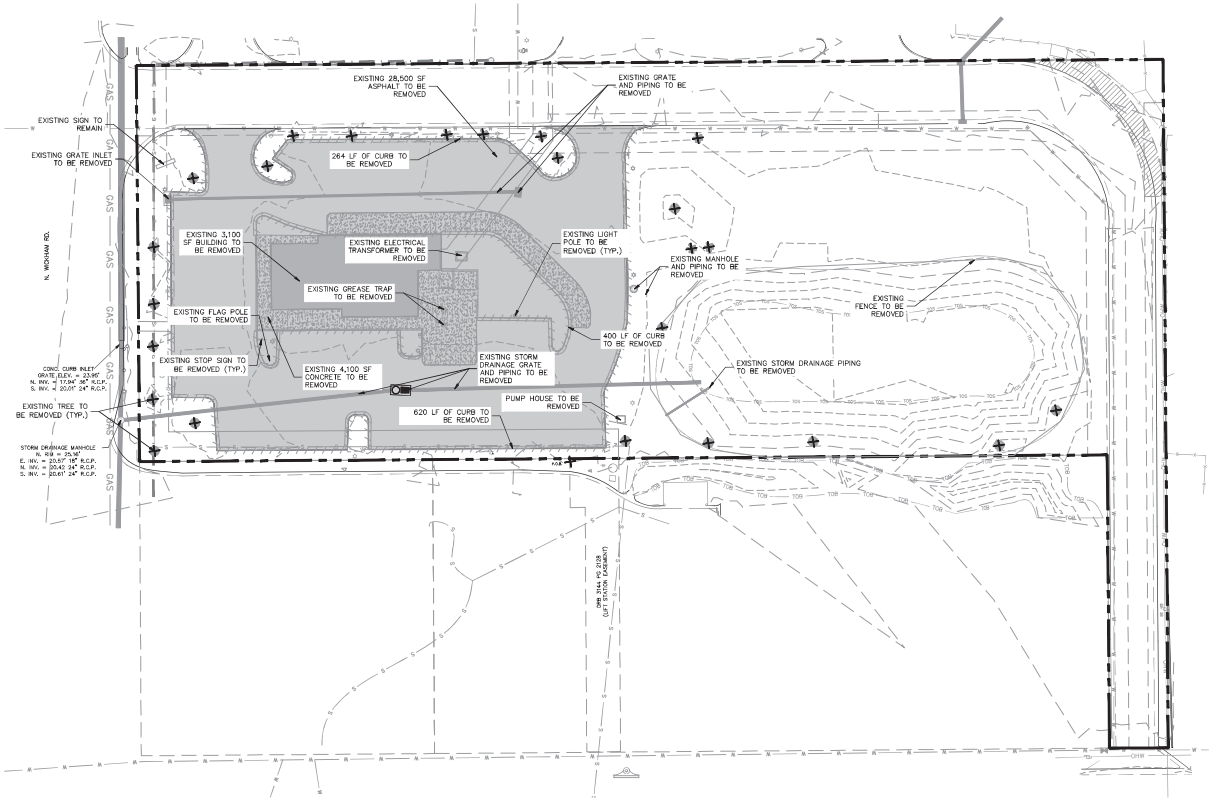

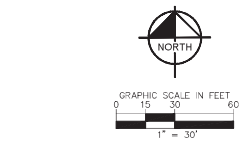

LEGEND:

- 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
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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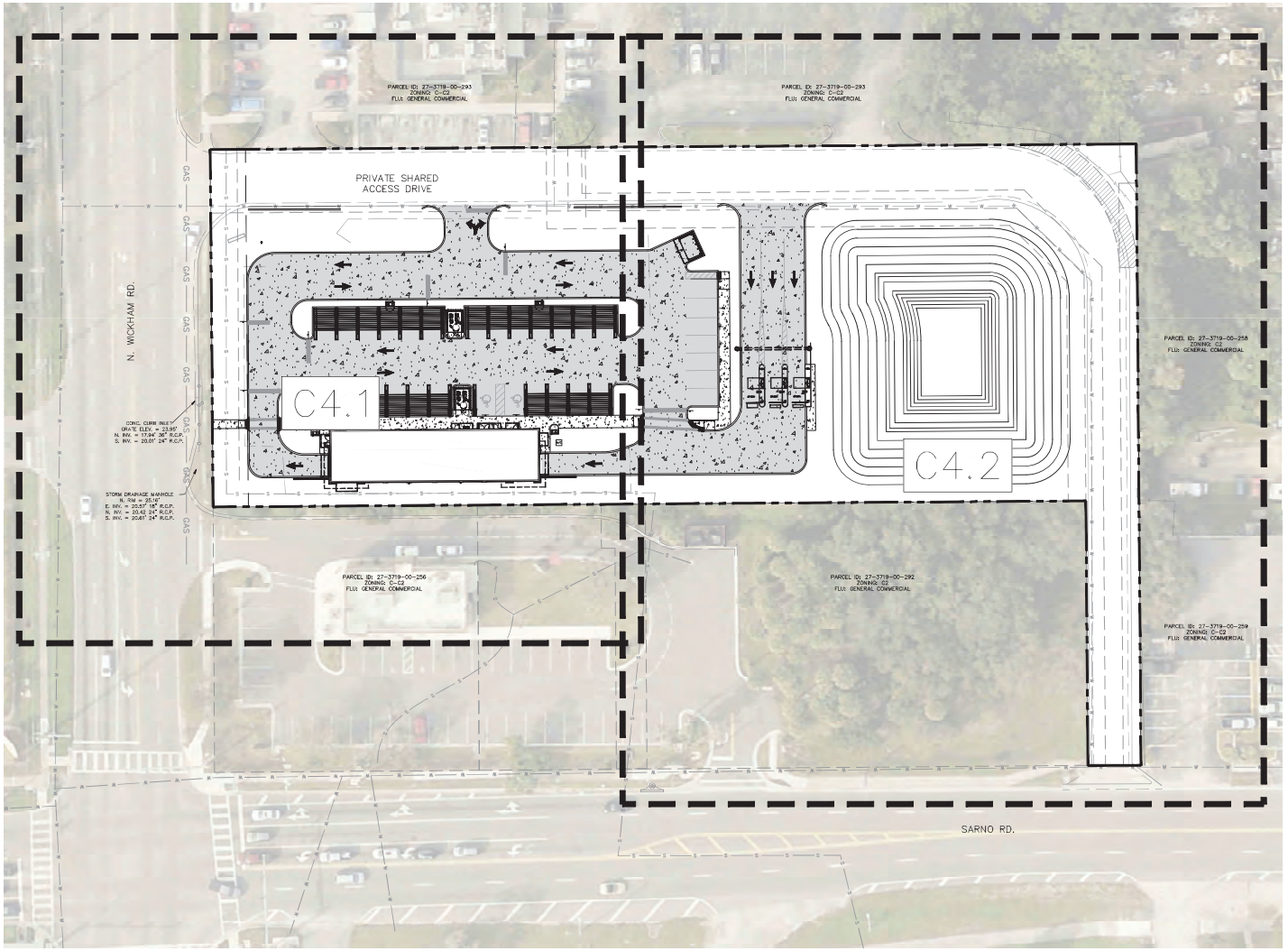
200 S. ORANGE AVENUE, SUITE 600, ORLANDO, FL 32801
PHONE: 407-898-1511
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

KHA PROJECT 249255004
DATE 10/7/2025
SCALE AS SHOWN
DESIGNED BY
DRAWN BY
CHECKED BY

EXISTING CONDITIONS & DEMOLITION PLAN

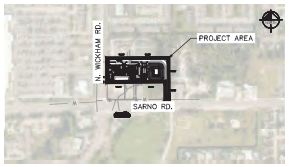
EL CARWASH MELBOURNE
CITY OF MELBOURNE FLORIDA

SHEET NUMBER C3.0



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

CIVIL ENGINEER
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PHONE: (407) 412-7741
EMAIL: jordan.draper@kimley-horn.com

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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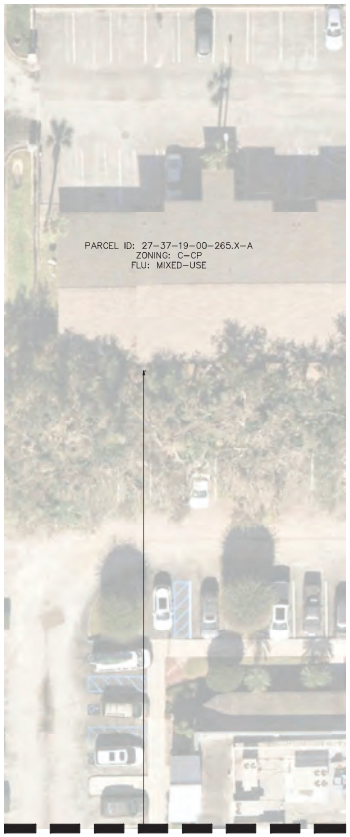
LICENSED PROFESSIONAL ENGINEER
L. JORDAN DRAPER, P.E.
No. 77412
STATE OF FLORIDA

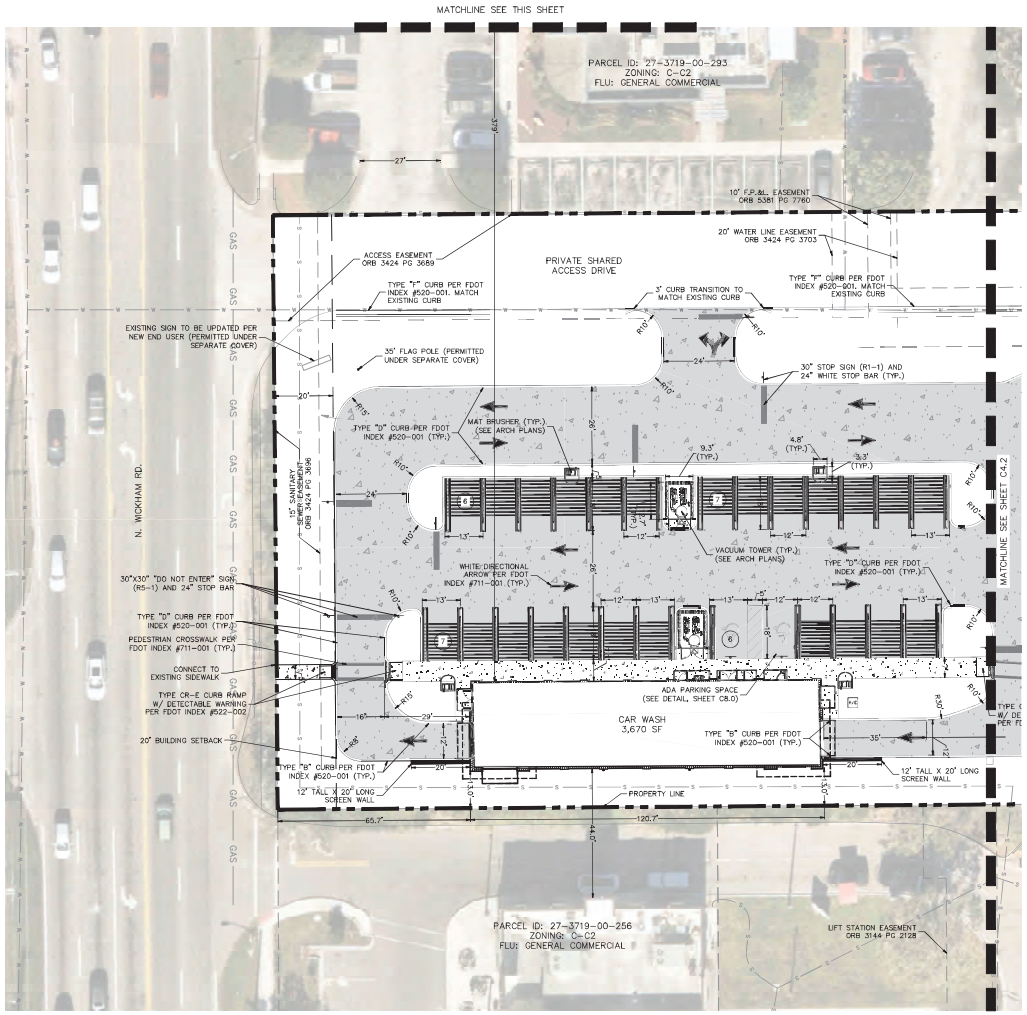
KHA PROJECT 249255004
DATE 10/7/2025
SCALE AS SHOWN
DESIGNED BY JDB
DRAWN BY JDB
CHECKED BY LJD

OVERALL SITE PLAN

EL CARWASH MELBOURNE
CITY OF MELBOURNE FLORIDA

SHEET NUMBER
C4.0



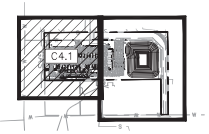


NORTH

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

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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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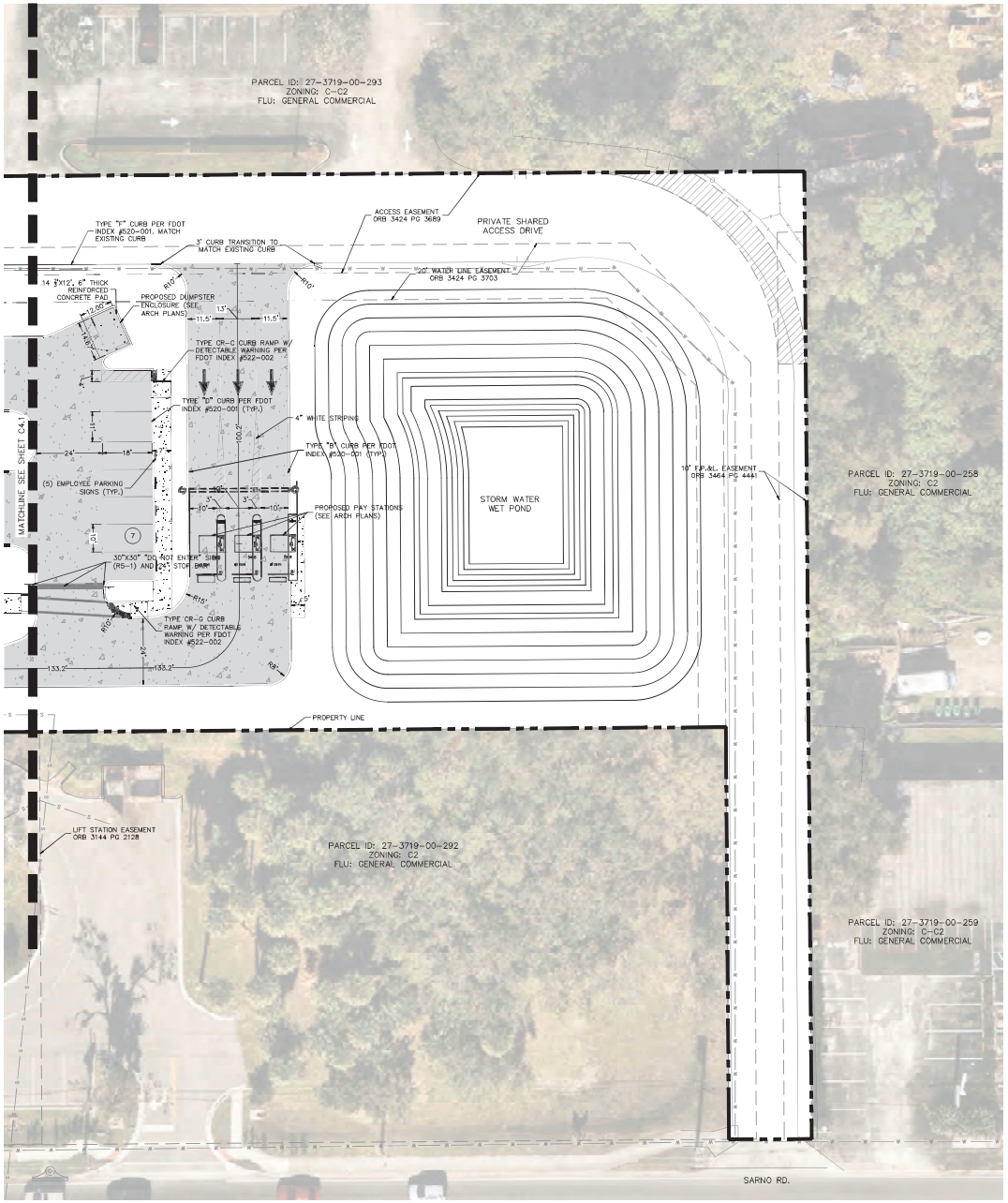
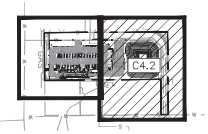


NORTH

GRAPHIC SCALE IN FEET
0 10 20 40
1" = 20'

LEGEND:

- PROPERTY LINE
- BUILDING SETBACK
- CONCRETE SIDEWALK (SEE DETAIL, SHEET C8.0)
- 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
811 Know what's below. Call before you dig.
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No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL ENGINEER — JORDAN DRAPER — 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
C4.2

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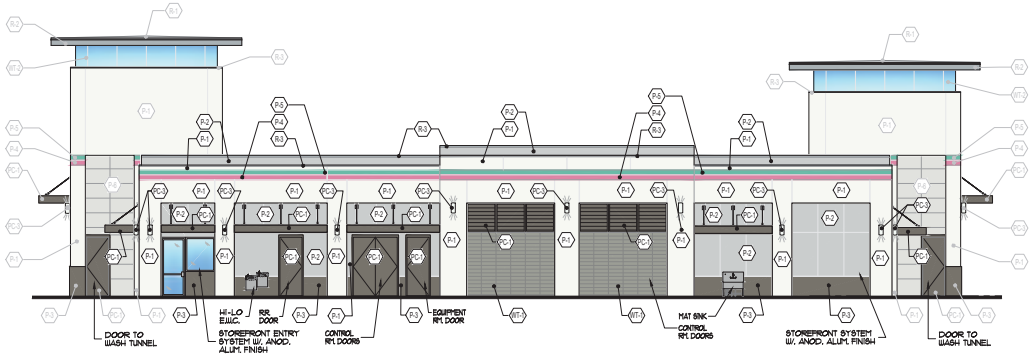
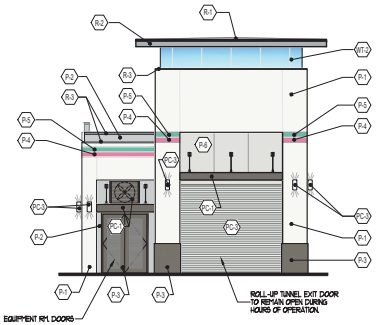


1 A-5.2 NORTH ELEVATION

SCALE: 3/16" = 1'-0"

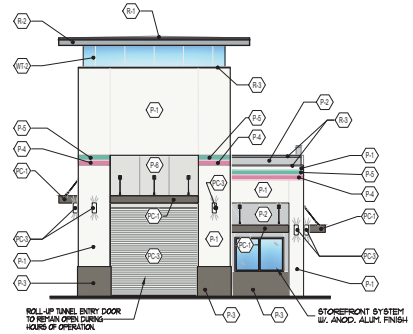


2 A-5.2 WEST ELEVATION

SCALE: 3/16" = 1'-0"

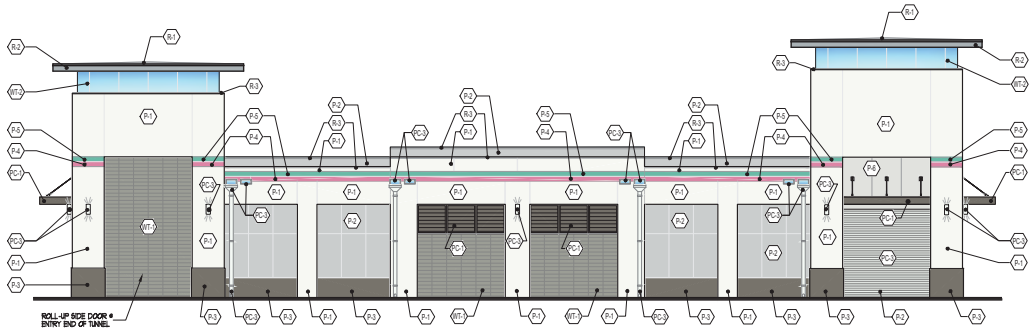
FINISH SCHEDULE

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 0014877

PROJECT: EL WASH NEW CAR WASH WICKHAM ROAD MELBOURNE, FL 32935

SOFARELLI & ASSOCIATES, INC. ARCHITECTURE
MICHAEL P. SOFARELLI JR., R.A.
0365 142nd AVENUE NORTH
CLEARWATER, FLORIDA 33760
PHONE: (727) 536-4555
EMAIL: Mike@sofarelliarch.com

Revisions:

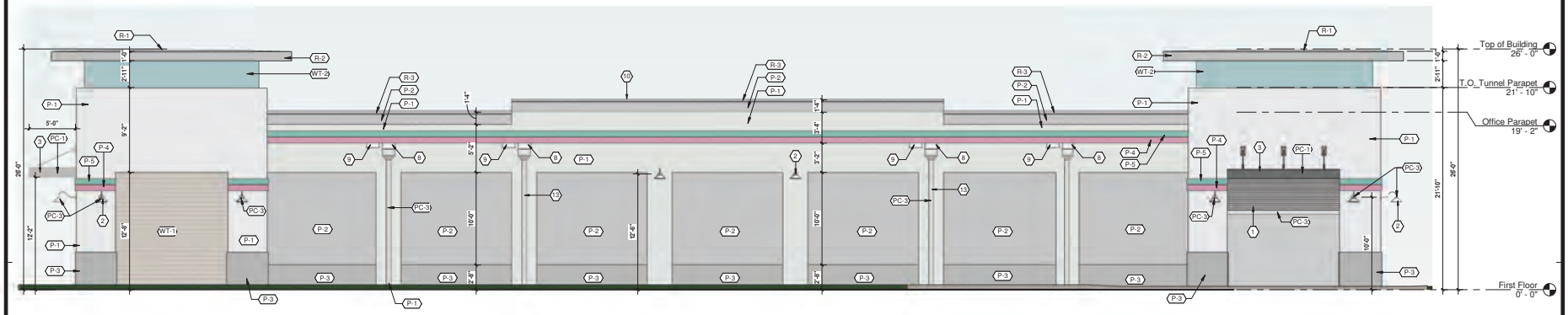
CONTENT: EXTERIOR ELEVATIONS

Filename: EL WASH MELBOURNE

Date: 11-19-2024

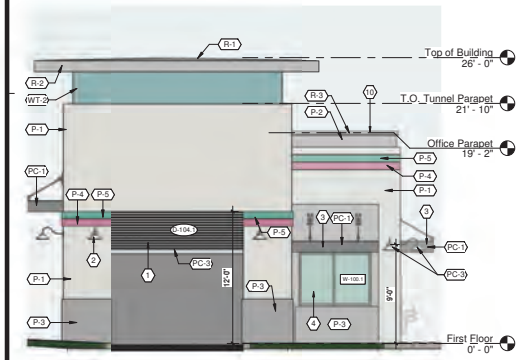
Proj. no. 24064

Sheet: A-5.2

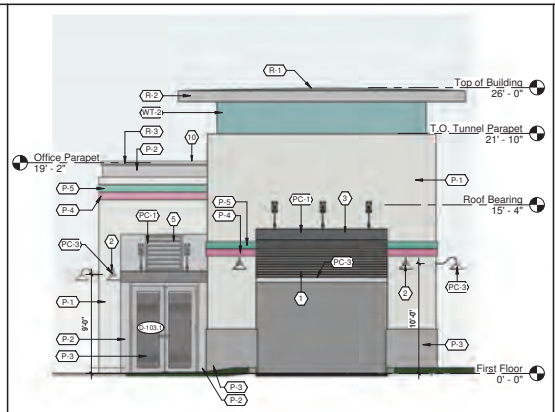


EAST ELEVATION SCALE: 3/16" = 1'-0" 05

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-2.1G FOR DETAIL.
4	STOREFRONT SYSTEM WITH ANODIZED ALUMINUM FINISH REFER TO A-2.2 FOR DETAILS.
5	PANEL MOUNTED TYPE EXHAUST FAN REFER TO SHEET A-2.5 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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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 25th day of November, 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
December 9, 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:	B.11.

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 6.

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.

After the Planning and Zoning Board meeting, the applicant contacted city staff to request a change to condition “b.” from the rezoning request. The condition included a one-year timeframe to “establish the outdoor RV storage use.” The applicant identified that the site will need more than a one-year timeframe for the engineering construction plans and completion of site work. Since City Code allows a formal site plan up to three years to obtain a building permit, staff recommends changing the timeframe for condition “b” to three years. This change is included within the proposed ordinance.

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 in the Planning and Zoning Board memorandum and the conditions contained in the ordinance.

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.

After the Planning and Zoning Board meeting, the applicant contacted city staff to request a change to condition "*b.*" from MAP2024-0012 (rezoning). The condition included a one-year timeframe to "*establish the outdoor RV storage use*." The applicant identified that the site will need more than a one-year timeframe for the engineering construction plans and completion of site work. Since City Code allows a formal site plan up to three years to obtain a building permit, staff recommends changing the timeframe for condition "b" to three years.

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 three years 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.

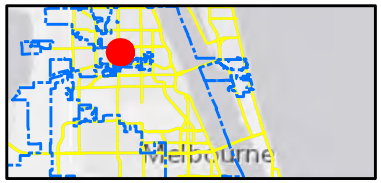
f. The stormwater design shall meet the requirements of Chapter 50 and the City of Melbourne "Technical Provisions for the Construction of Streets, Paving, and Drainage Systems" during construction plan review.

Respectively Submitted,

for _____
Yvonne Minus, Chair,

Planning and Zoning Board

LANSING RV STORAGE
LOCATION MAP
MAP2024-0013 | MAP2024-0012 | PLAN2024-0019



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Feet
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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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GIS Division
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Melbourne, FL 32901
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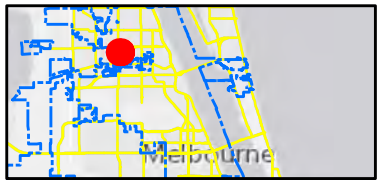
Fax: (321) 608.7719
Email: GIS@mlbfl.org

LANSING RV STORAGE
FUTURE LAND USE MAP
MAP2024-0013 | MAP2024-0012 | PLAN2024-0019

GIS | City of Melbourne The Harbor City



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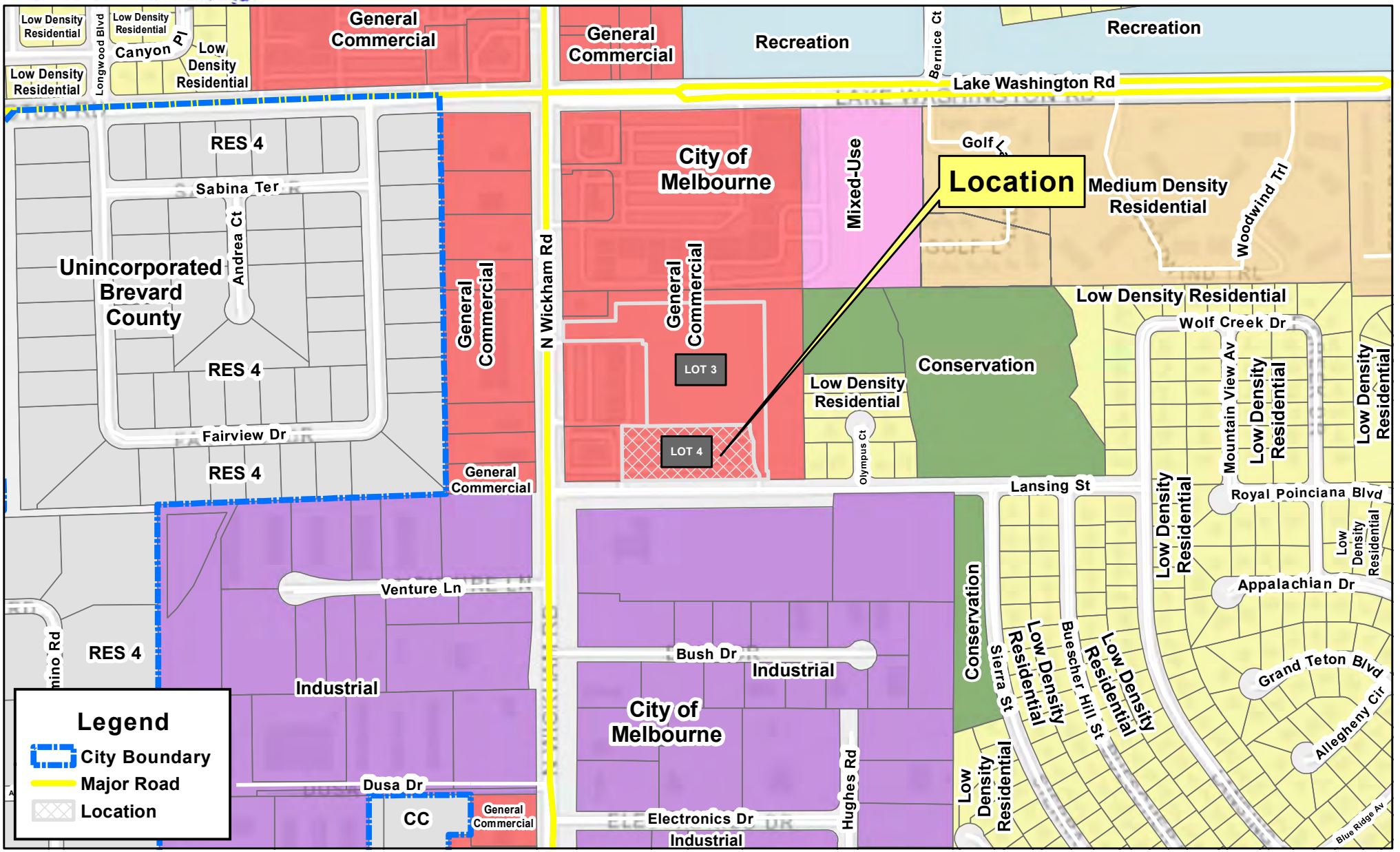

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Department/Division: Community Development Department
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Email: GIS@mlbfl.org

LANSING RV STORAGE
ZONING MAP
MAP2024-0013 | MAP2024-0012 | PLAN2024-0019

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

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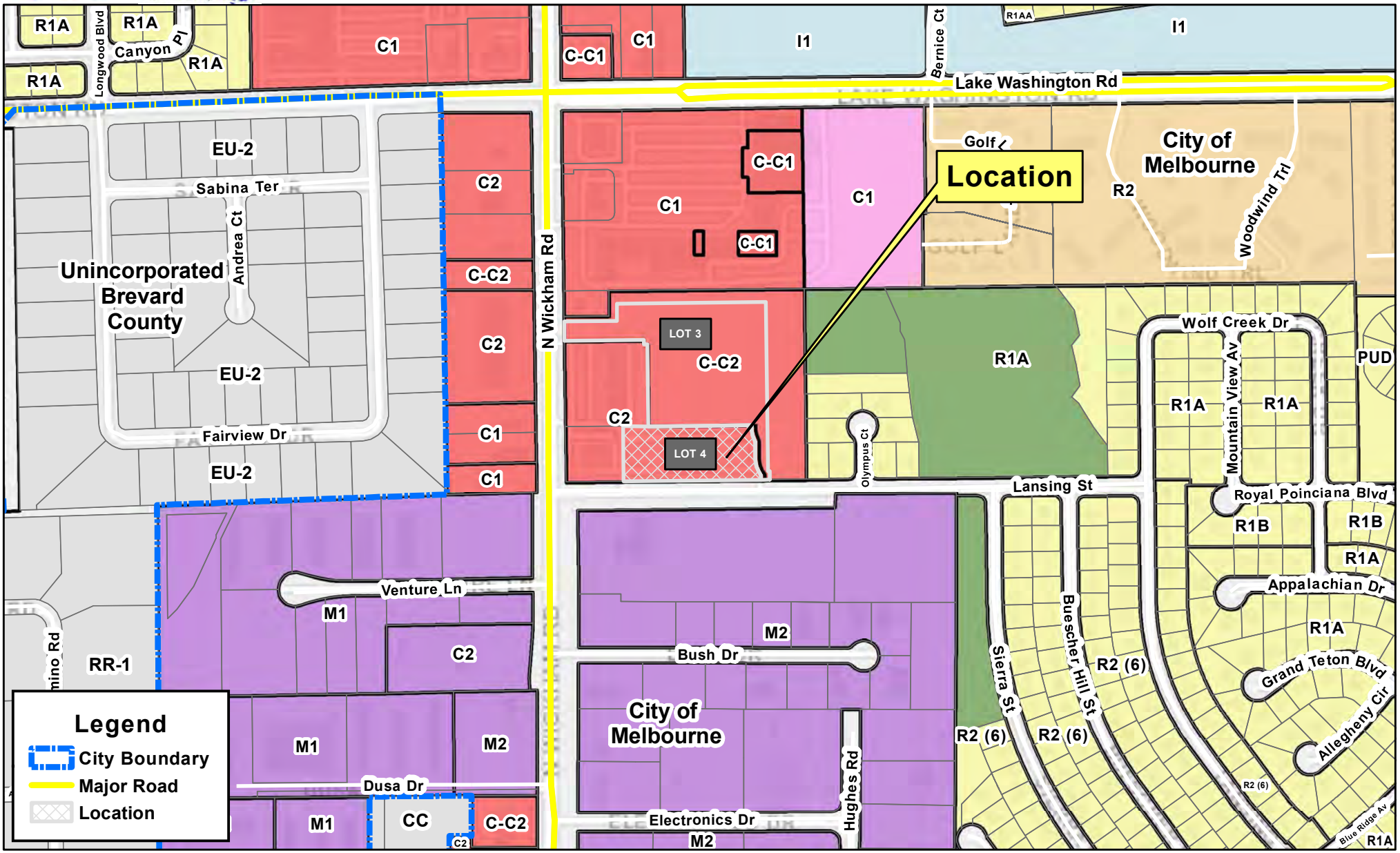

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Title: LANSING RV STORAGE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 2:19:08 PM
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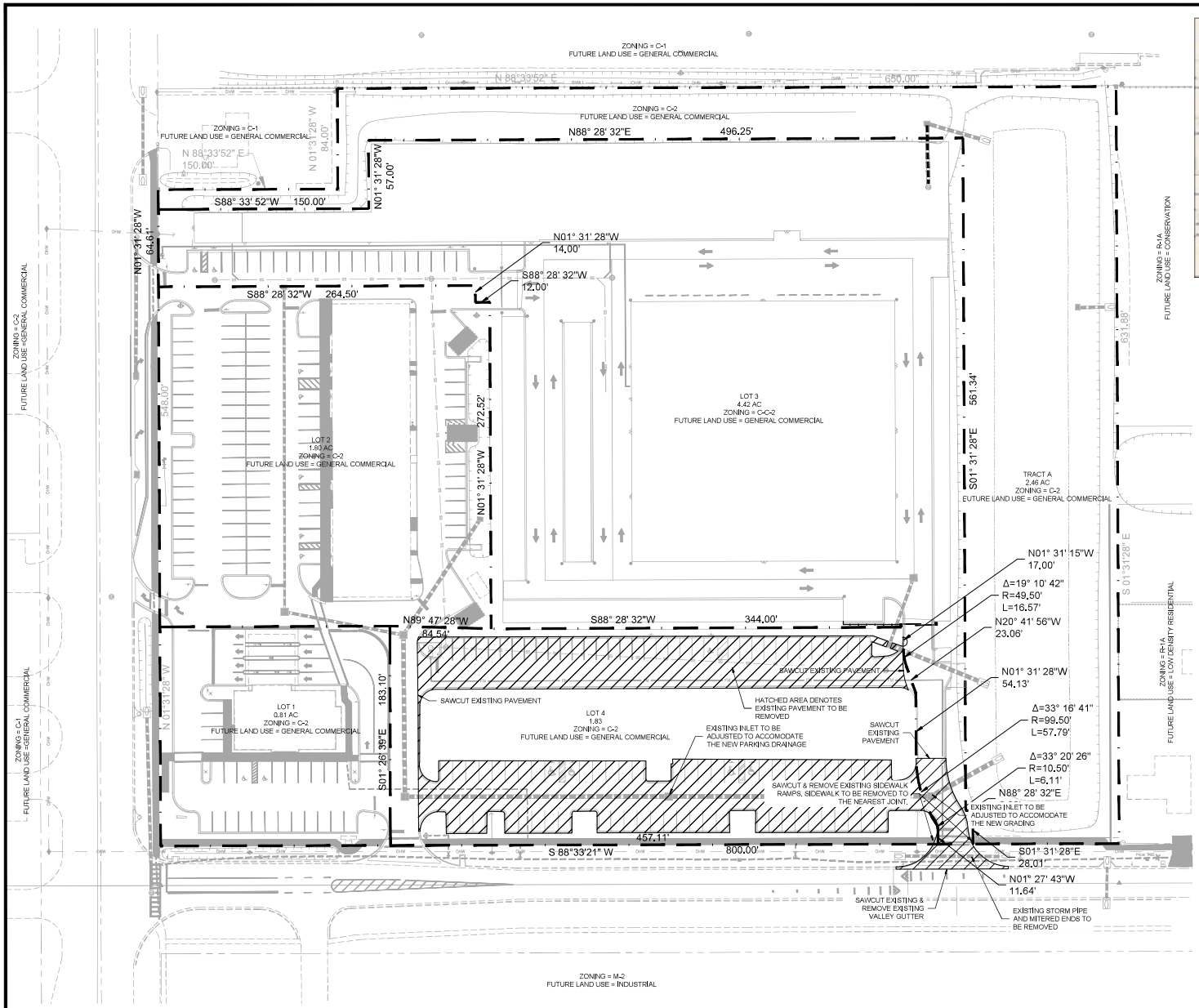

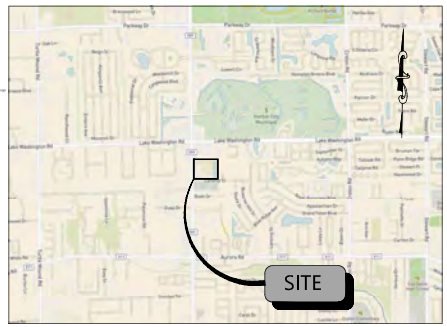

VICINITY MAP
N.T.S.

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
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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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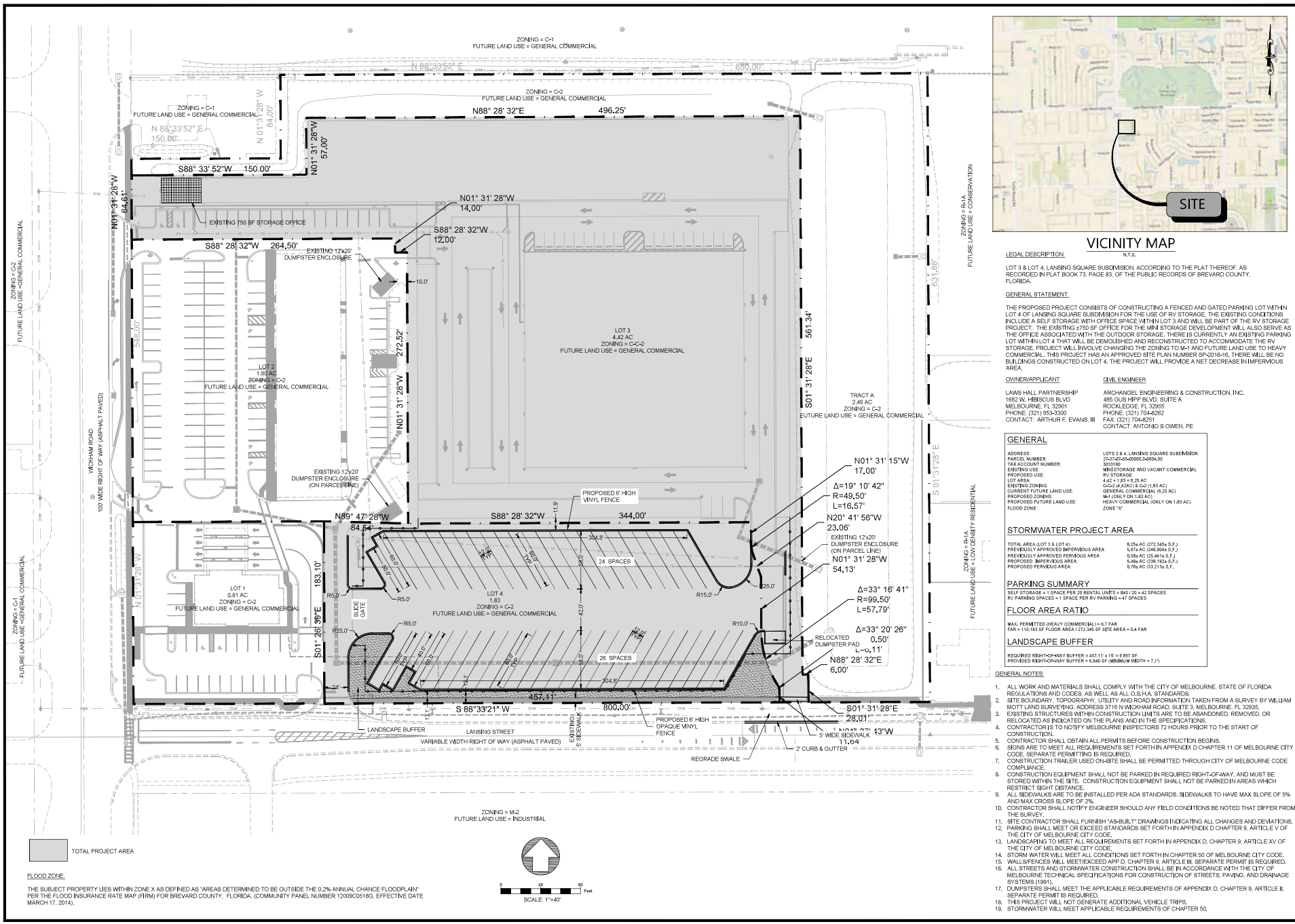
ENGINEER OF RECORD

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 (246,964± 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.ARCHANGELCGC.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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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 January 13, 2026.

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

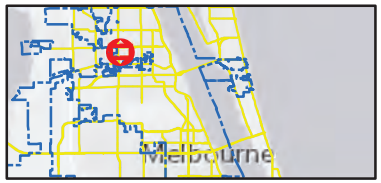
[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2025-53

LANSING RV STORAGE
LOCATION MAP
MAP2024-0013

mGIS | City of Melbourne The Harbor City



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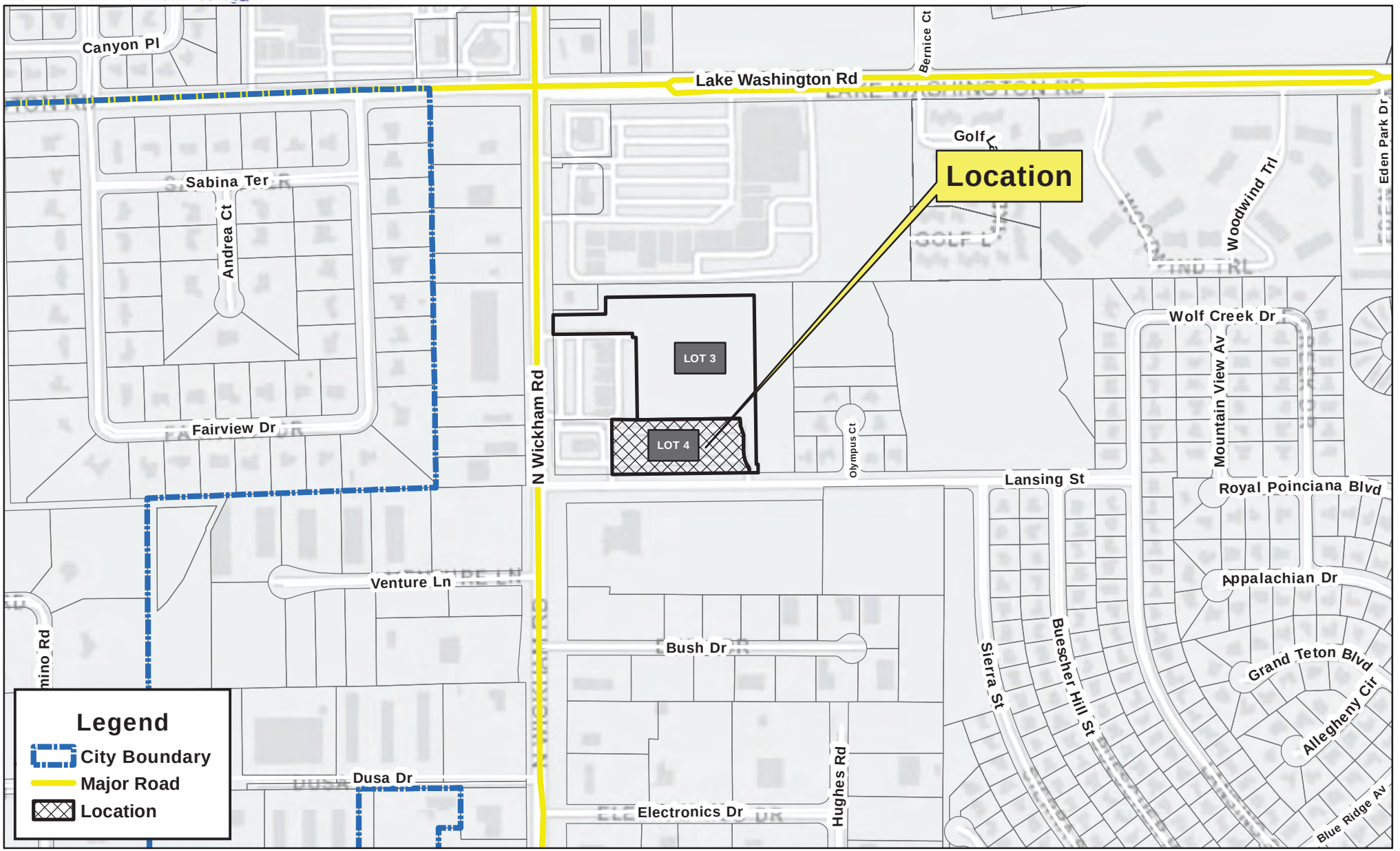
GIS Portal: *https://maps.mlbfl.org/arcgis*
ArcGIS Online: *https://mgis.maps.arcgis.com*

480 0 480
Feet
1 inch = 500 feet



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

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

City of Melbourne
Information Technology Department
GIS Division
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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 three years 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
December 9, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	3
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.12.

Subject:
Ordinance No. 2025-55, Conditional Use Request (CU2025-0007), Redtail Four Brewery & Pizzeria

Background/Consideration:
This is the second 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.

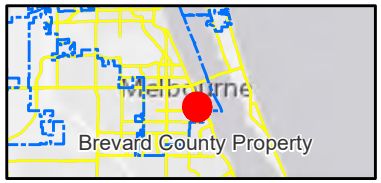
Warm regards,

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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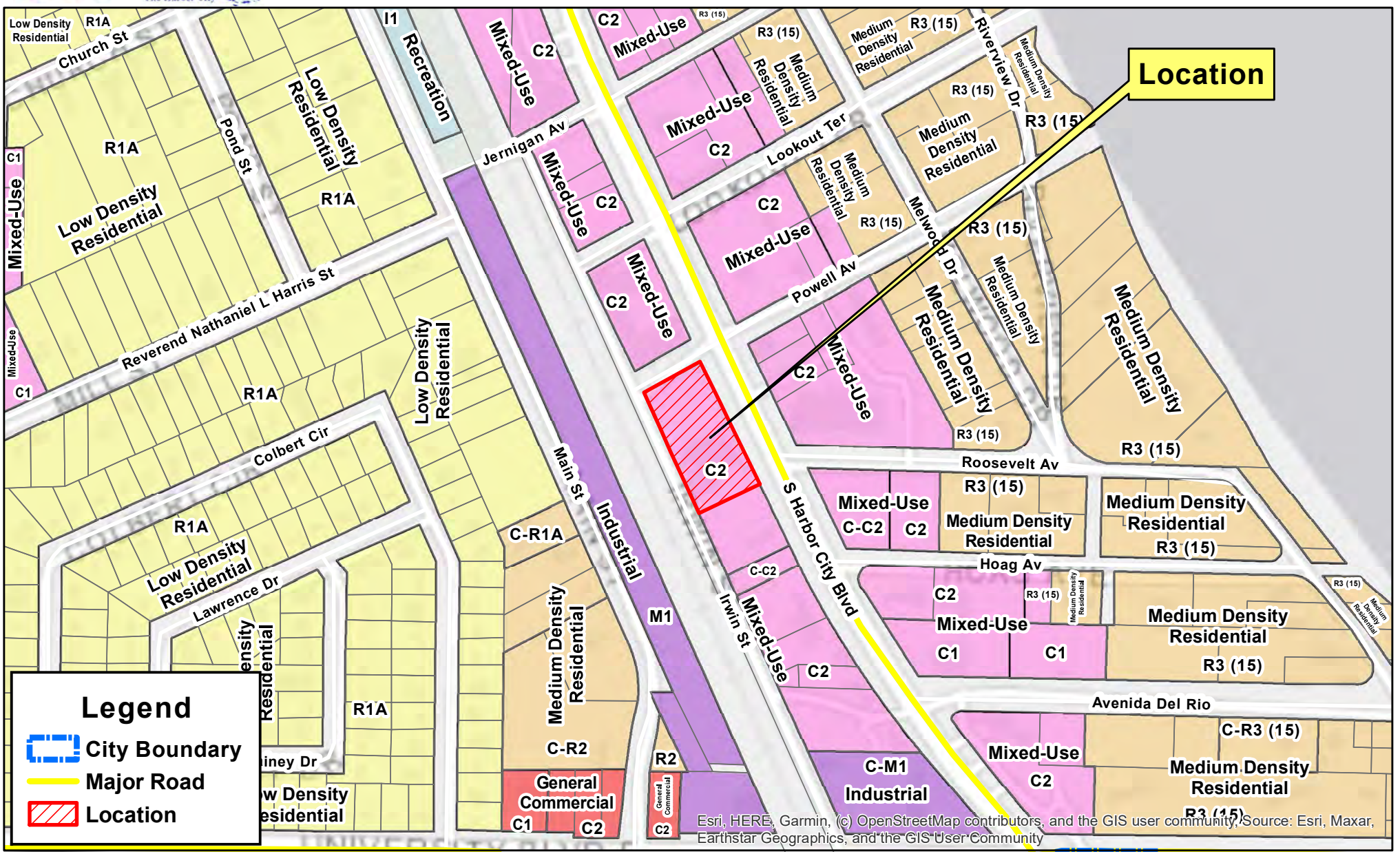
Title: REDTAIL FOUR BREWERY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 3:07:47 PM
Document Name: Redtail Four Brewery LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Redtail 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



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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

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WINDOW SCHEDULE

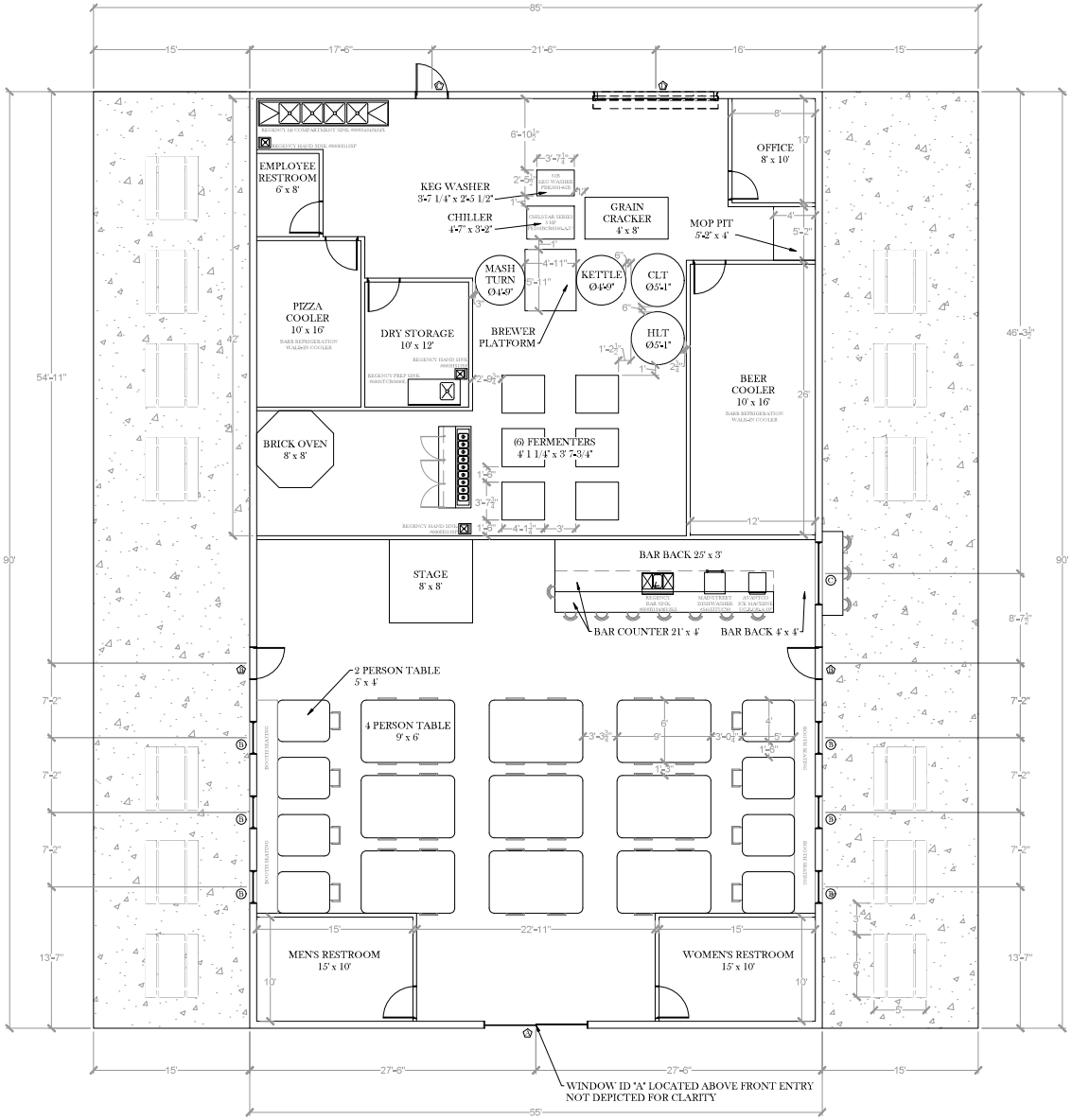
ID	STYLE	SIZE WIDTH	SIZE HEIGHT	PROTECTION SHUTTER	PROTECTION IMPACT	MATERIAL	MANUFACTURER	MODEL	FLORIDA PRODUCT APPROVAL	WIND PRESSURE (ASD) MANUFACTURER (PSF)	WIND PRESSURE (ASD) REQUIRED (PSF)
A	FIXED	2'-0"	2'-0"	NO	YES						
B	FIXED	3'-2"	8'-2"	NO	YES						
C	SINGLE HUNG	6'-1"	-	NO	YES						

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)
⬠	-	10'-0"	10'-0"	NO	YES						
⬠	SWING	3'-0"	8'-2"	NO	YES						
⬠	SWING	3'-0"	-	NO	YES						
⬠	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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(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

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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

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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

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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:	26-37-11-13-K-3-1		
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

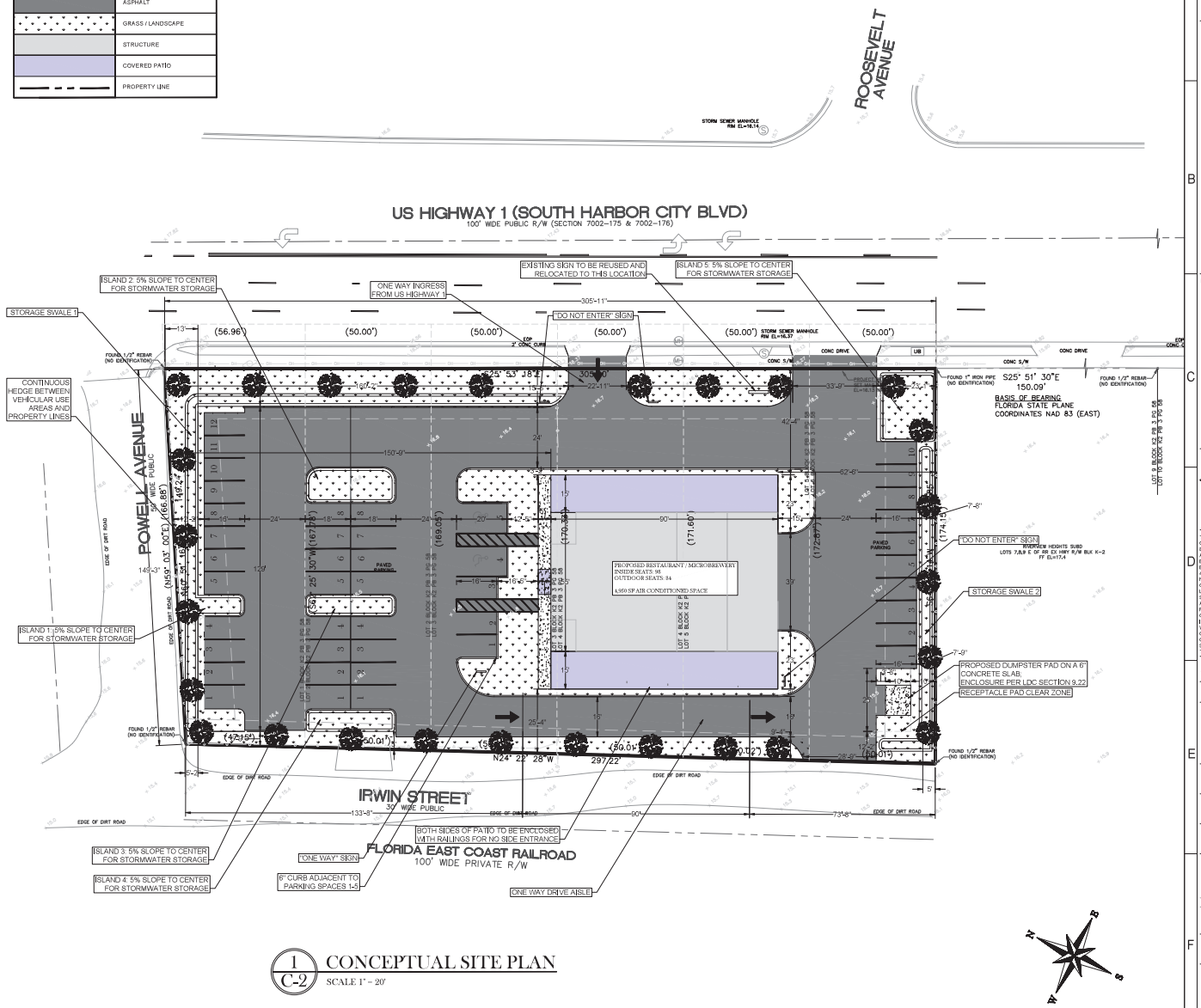
TOTAL PROVIDED STORAGE: 2,332 CUBIC FEET

SITE PLAN NOTES

1. STORMWATER FOR THE SITE WILL MEET ALL APPLICABLE REQUIREMENTS OF CHAPTER 55.
   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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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

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 25th day of November, 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
	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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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)(f)(2.) WHEN A DIGITALLY CREATED SEAL IS NOT USED AND PARAGRAPH (6) "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
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

		EXISTING	PROPOSED	REQUIRED
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:	28-37-11-12-K2-1		
LAND USE	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		
		EXISTING	PROPOSED	REQUIRED
SITE COVERAGE	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) 0.176 (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'-6"	62'-6"	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
	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)(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

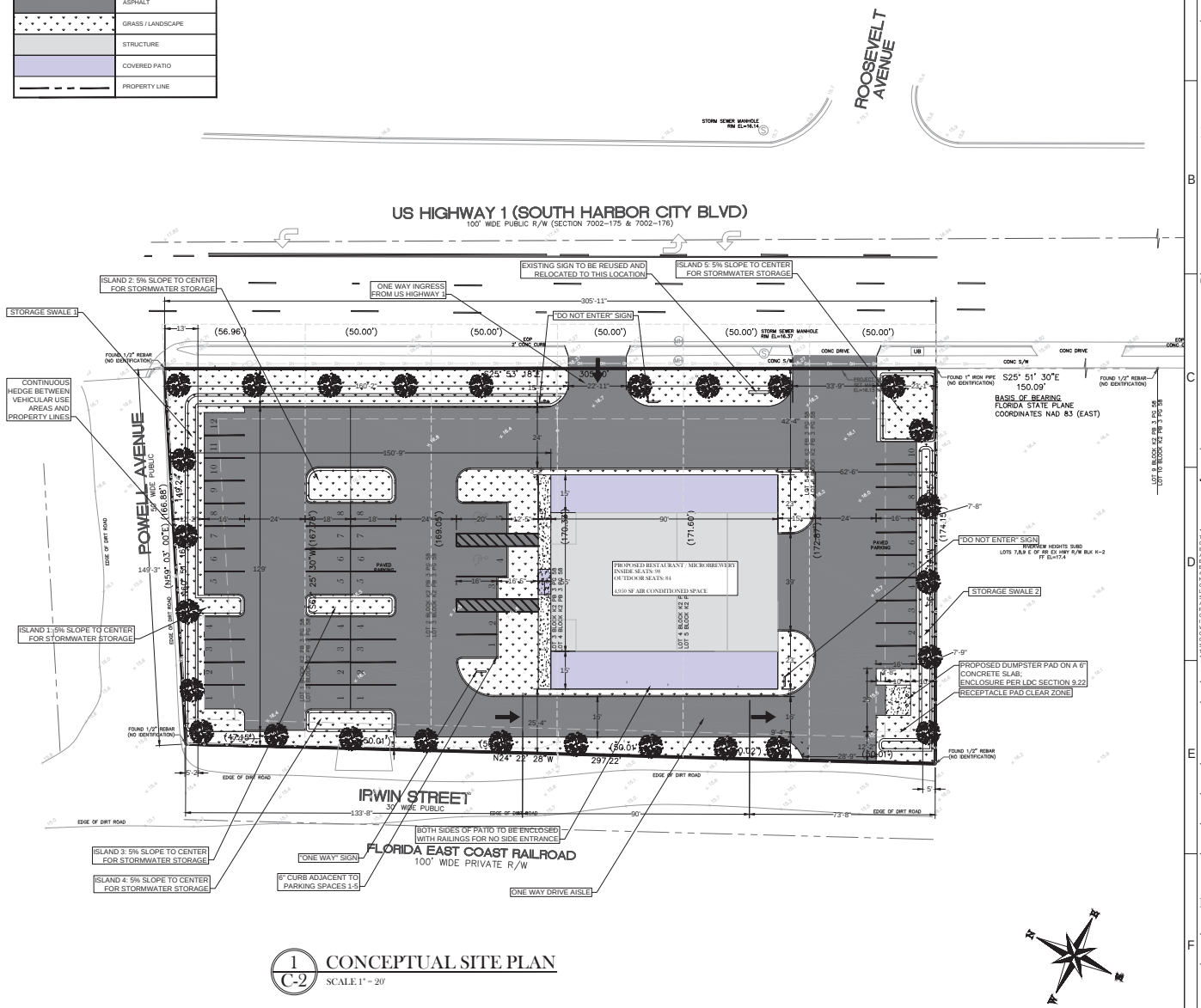
TOTAL PROVIDED STORAGE: 2,332 CUBIC FEET

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
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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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Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.13.

Subject:
Ordinance No. 2025-56, Conditional Use Request (CU2025-0008), The Office Cigar Lounge

Background/Consideration:
This is the second 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.

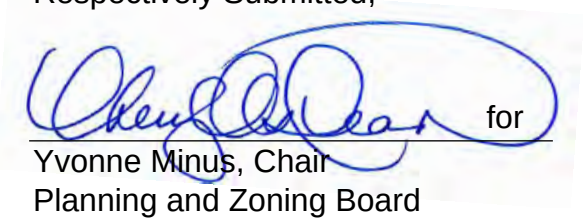
j. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.

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.

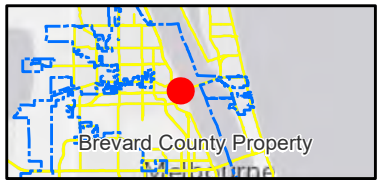
Respectively Submitted,



for

Yvonne Minus, Chair
Planning and Zoning Board

THE OFFICE
LOCATION MAP
CU2025-0008



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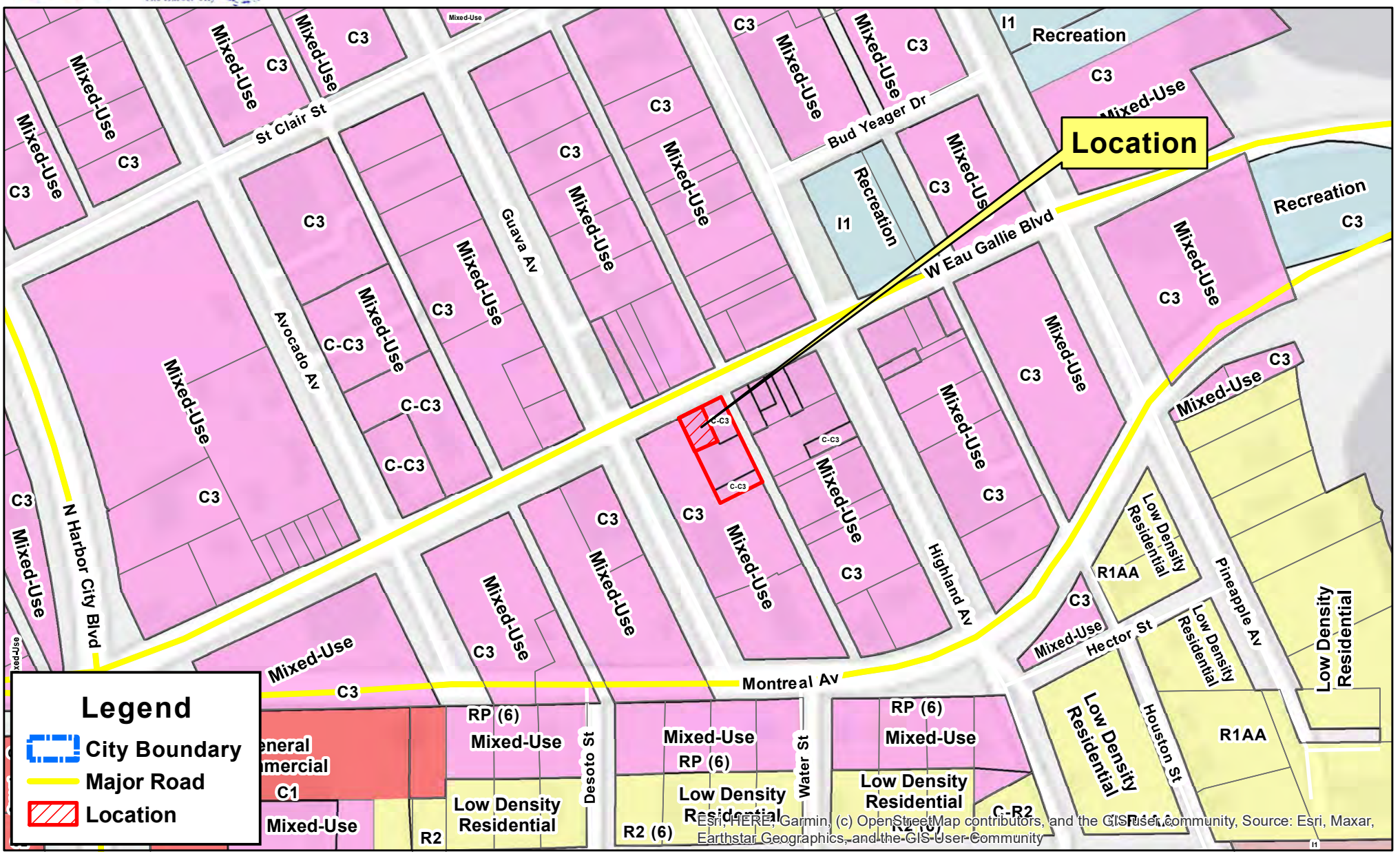
No warranties, expressed or implied, are provided for the property records and mapping data herein or for their use or interpretation by the User.The City of Melbourne assumes no liability for any damages, losses, costs or expenses, including but not limited to direct damages, arising from any User's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

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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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/29/2025 9:21:41 AM
Document Name: The Office FLU & Z Map
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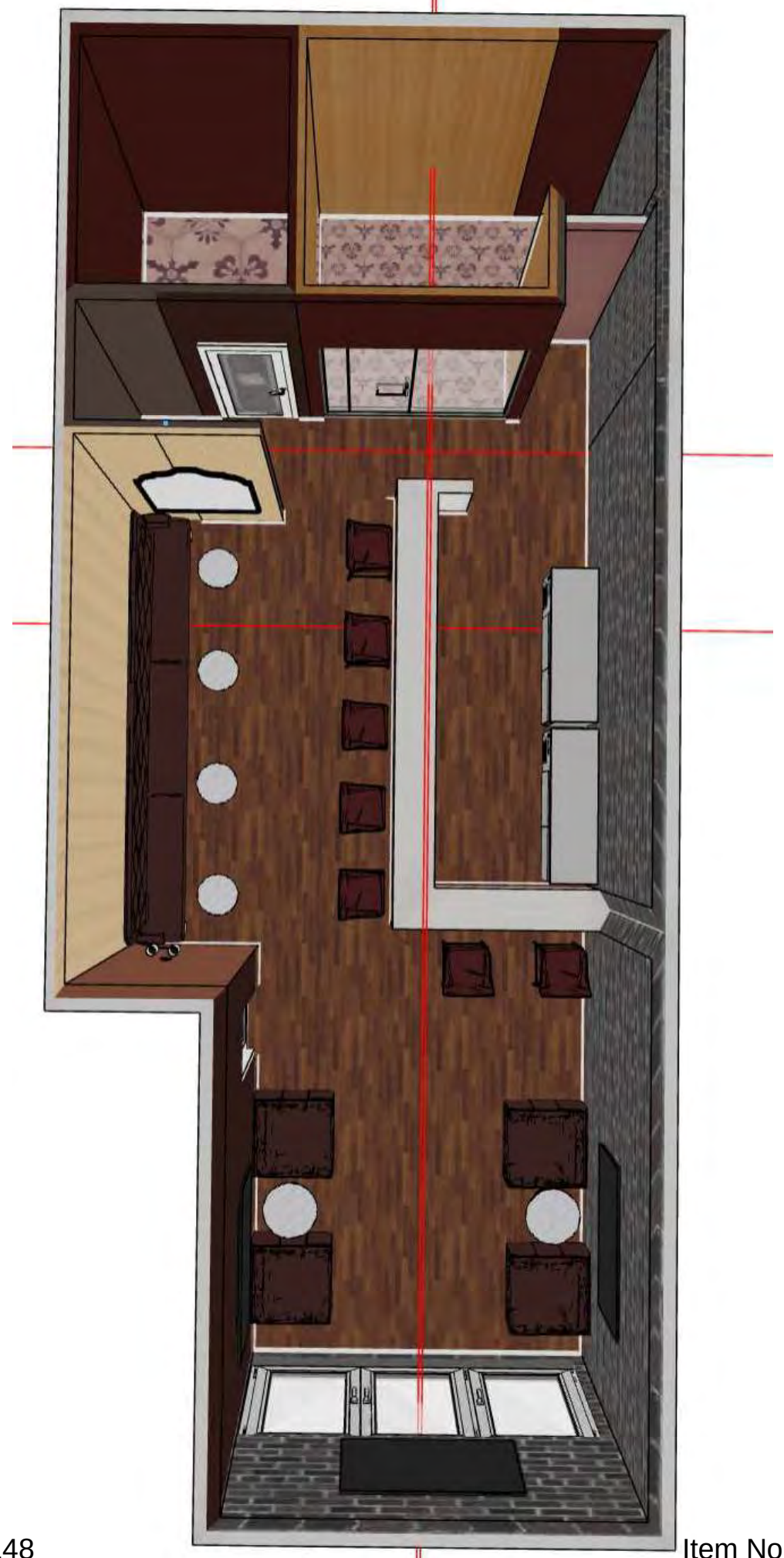
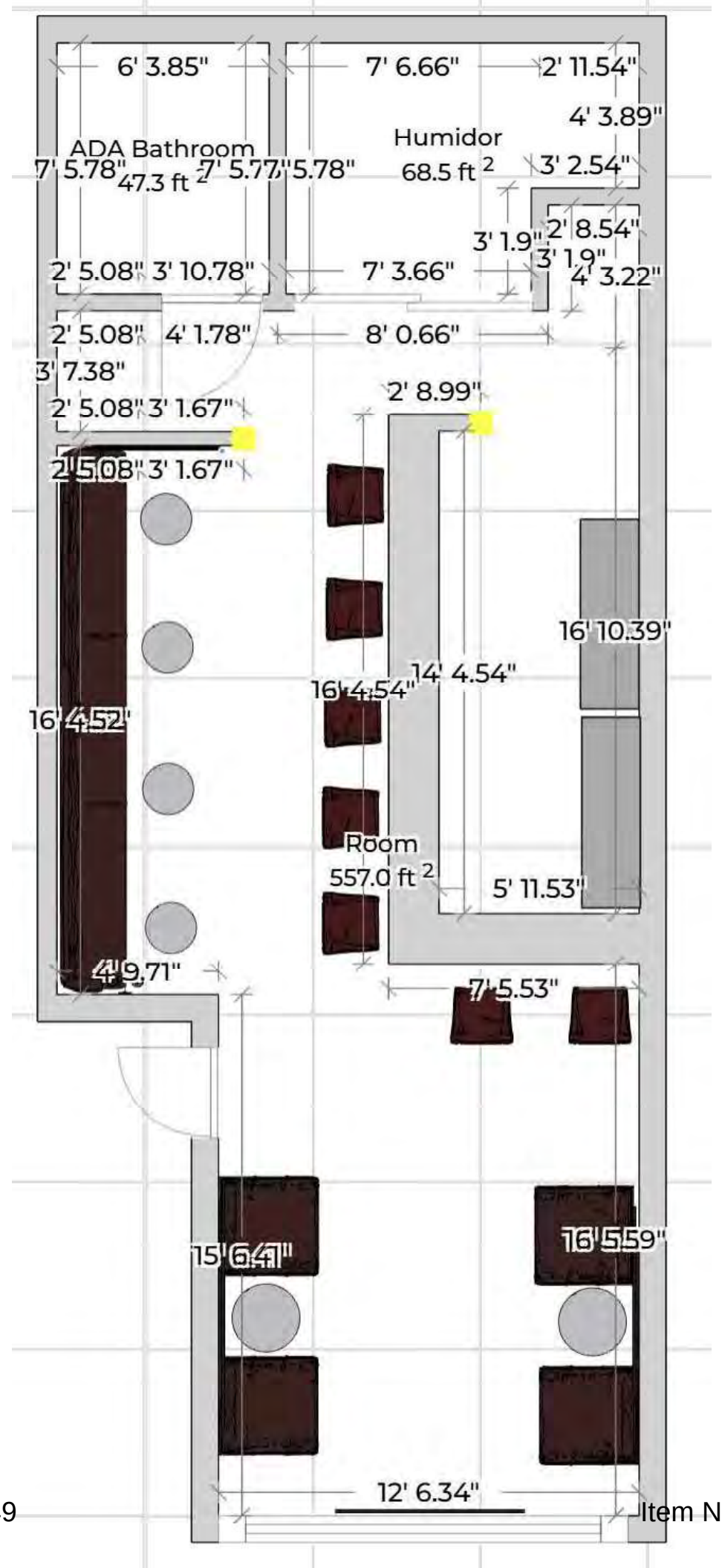



6' 3.85"
7' 6.66"
2' 11.54"
4' 3.89"
ADA Bathroom
47.3 ft 2
Humidor
68.5 ft 2
3' 2.54"
7' 5.78"
7' 5.77"
5.78"
3' 1.9"
2' 8.54"
3' 1.9"
4' 3.22"
2' 5.08"
3' 10.78"
7' 3.66"
2' 5.08"
4' 1.78"
8' 0.66"
3' 7.38"
2' 8.99"
2' 5.08"
3' 1.67"
2' 5.08"
3' 1.67"
16' 10.39"
14' 4.54"
16' 4.54"
16' 4.52"
Room
557.0 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 25th day of November, 2025, and adopted on the final reading at a regular meeting of the City Council on the day of , 2025.

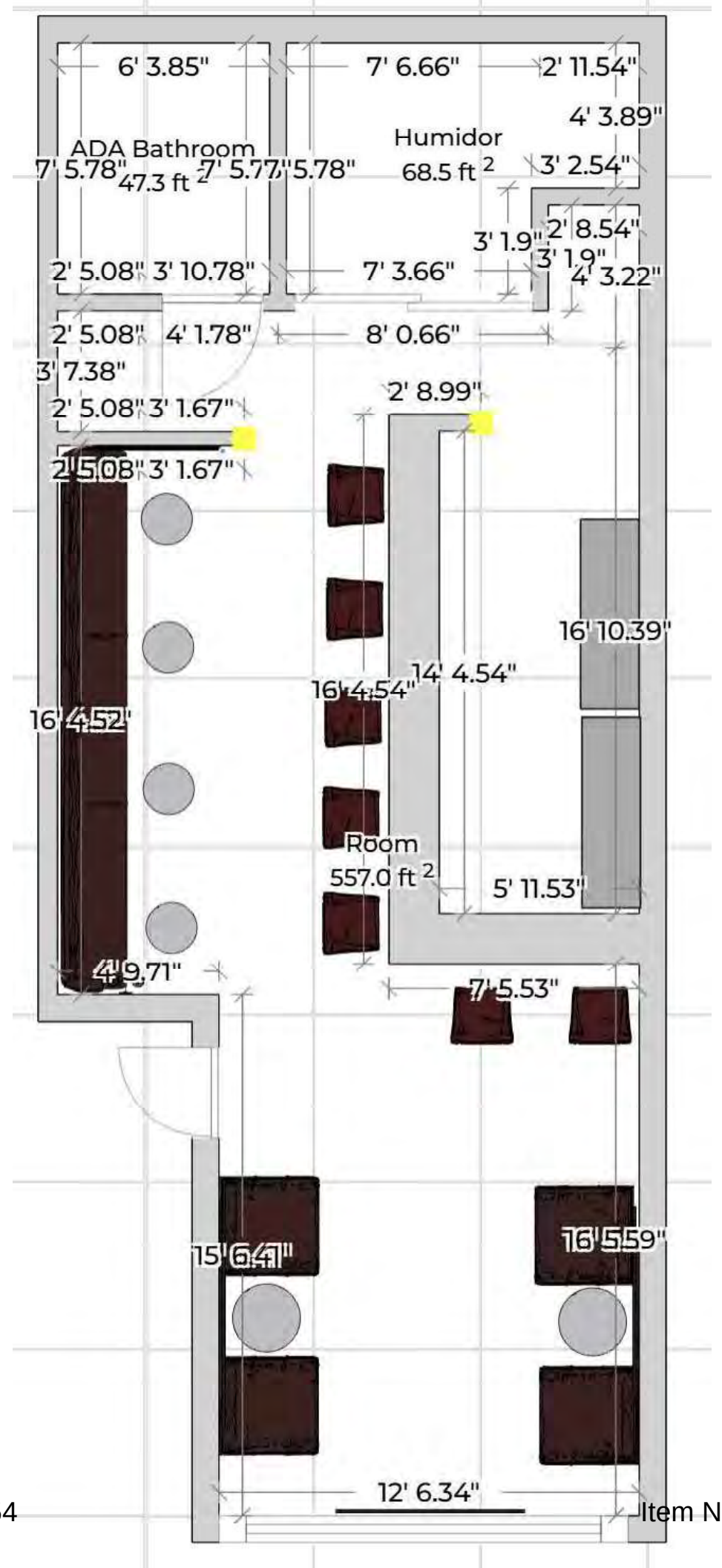
BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Floor Plan

Ordinance No. 2025-56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Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	2
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.14.

Subject:
Ordinance No. 2025-57, Conditional Use Request (CU2025-0009), 1385 Cypress Avenue, Units 101 and 103 – The Collection

Background/Consideration:
This is the second 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.

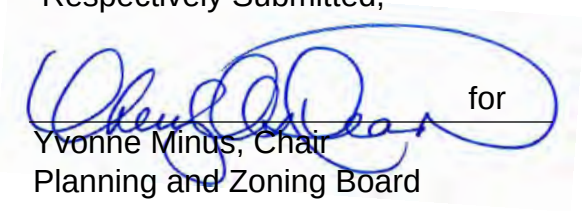
j. **Special Events:** The applicant must submit a Special Activity Permit for any outdoor activities/events associated with this establishment.

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.

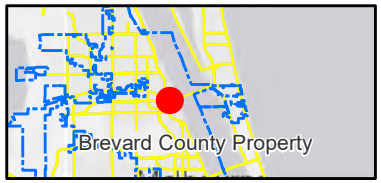
Respectively Submitted,



for

Yvonne Minus, Chair
Planning and Zoning Board

THE COLLECTION
LOCATION MAP
CU2025-0009



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ArcGIS Online: *https://mgis.maps.arcgis.com*

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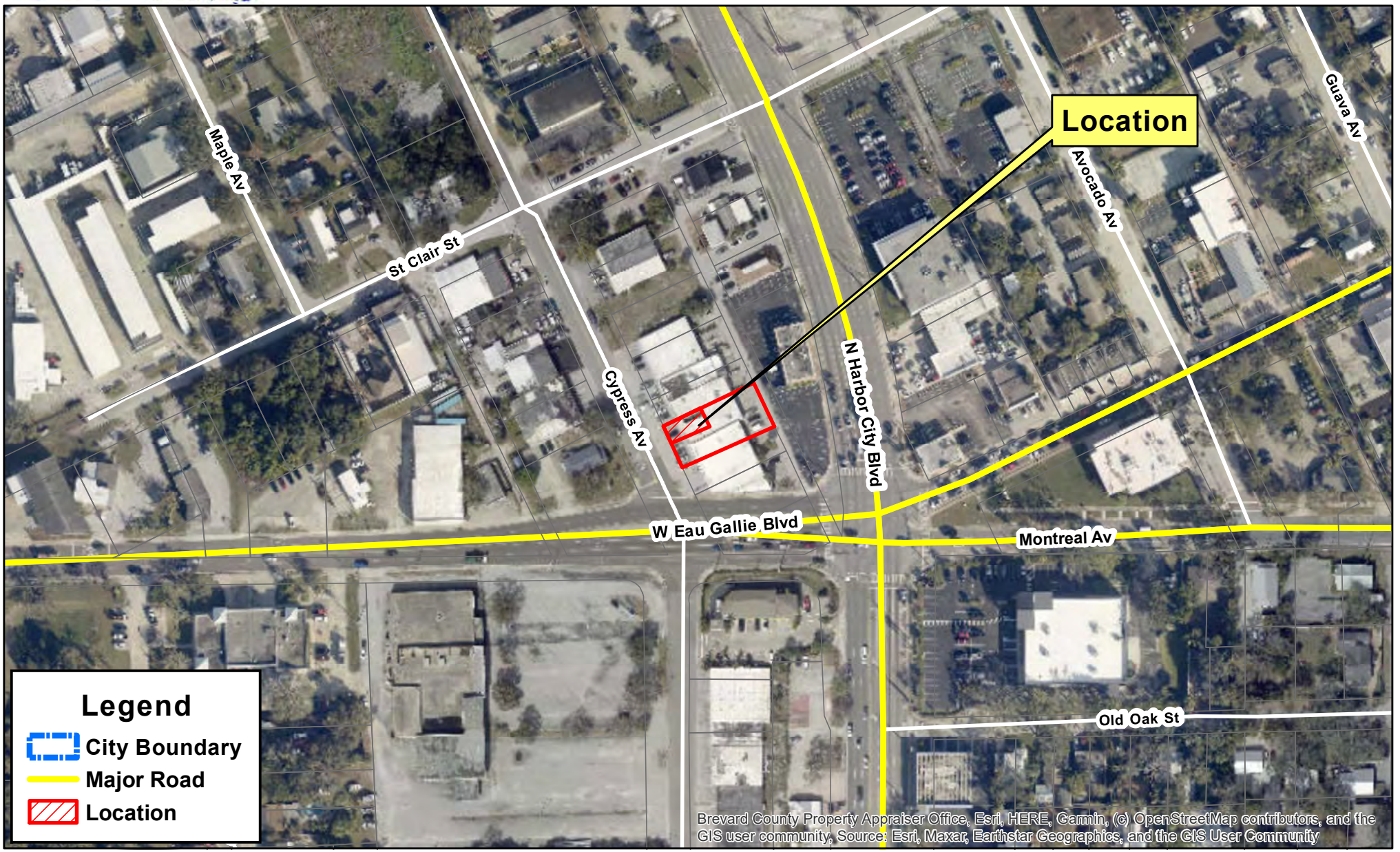

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Title: THE COLLECTION
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/22/2025 11:15:01 AM
Document Name: The Collection LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\The Collection LOCATION Map.mxd

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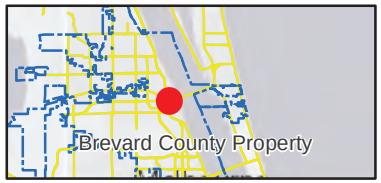
Email: GIS@mlbfl.org

THE COLLECTION
FUTURE LAND USE & ZONING MAP
CU2025-0009

mGIS | City of Melbourne The Harbor City



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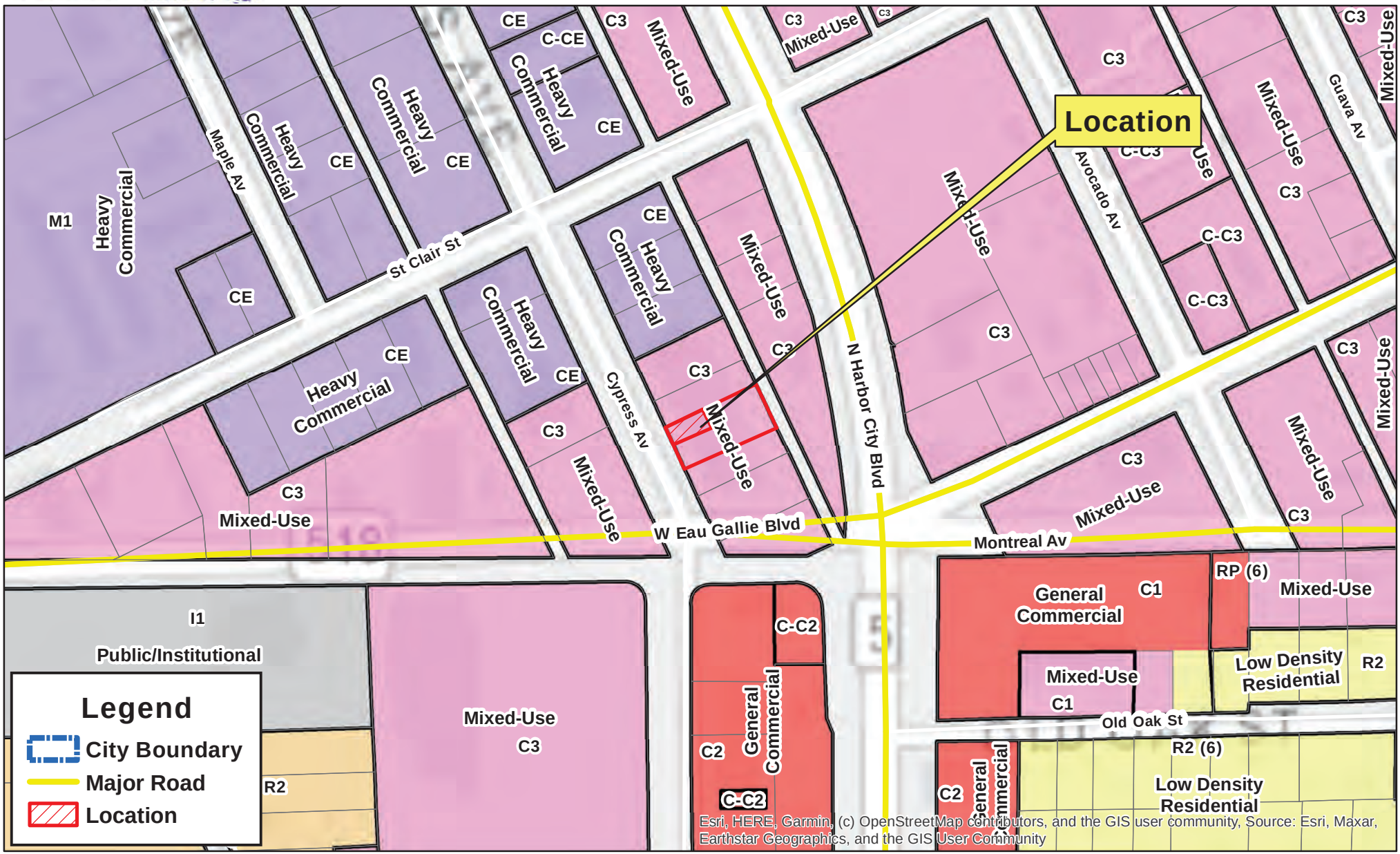

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Title: THE COLLECTION
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 1:51:19 PM
Document Name: The Collection FLU & Z Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\The Collection FLU & Z Map.mxd

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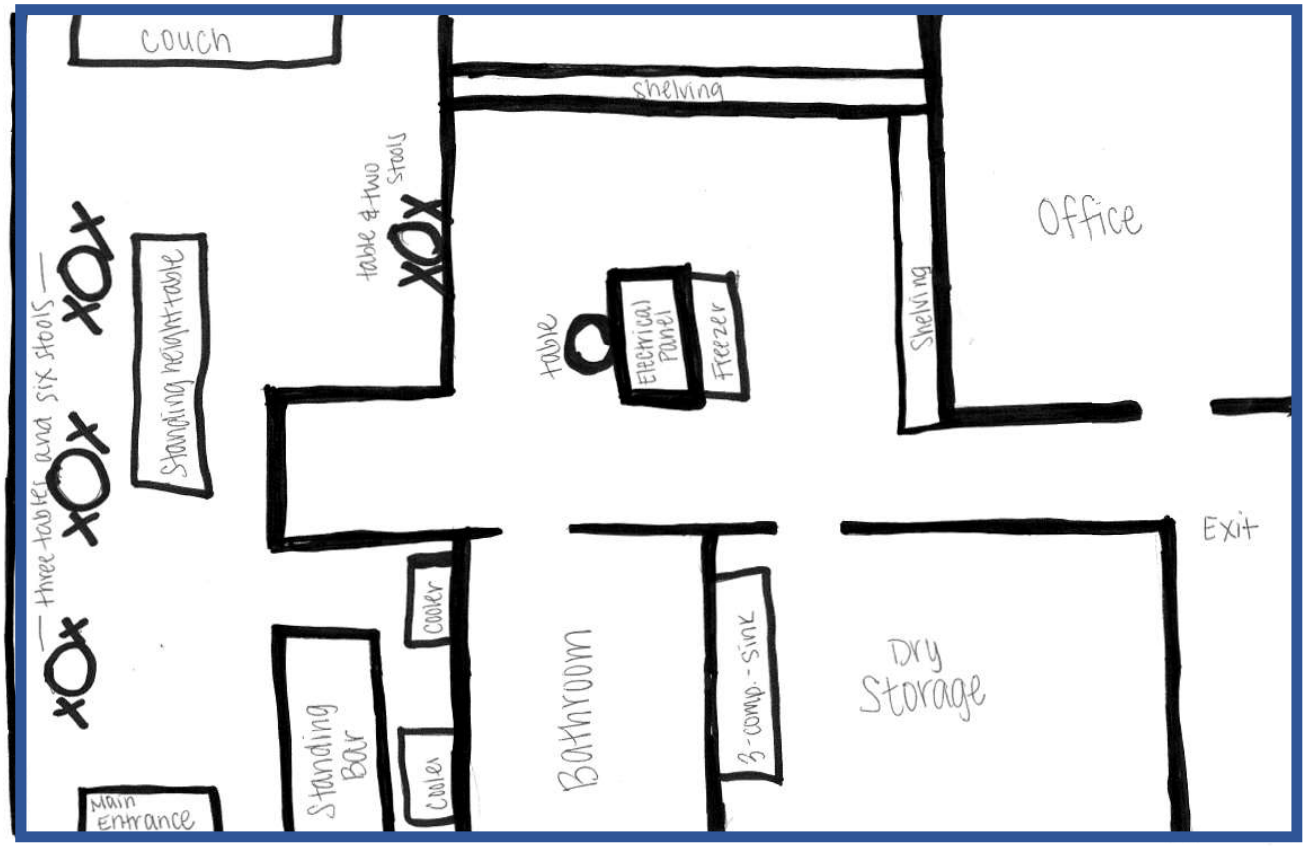
THE COLLECTION: FLOOR PLAN

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 25th day of November, 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

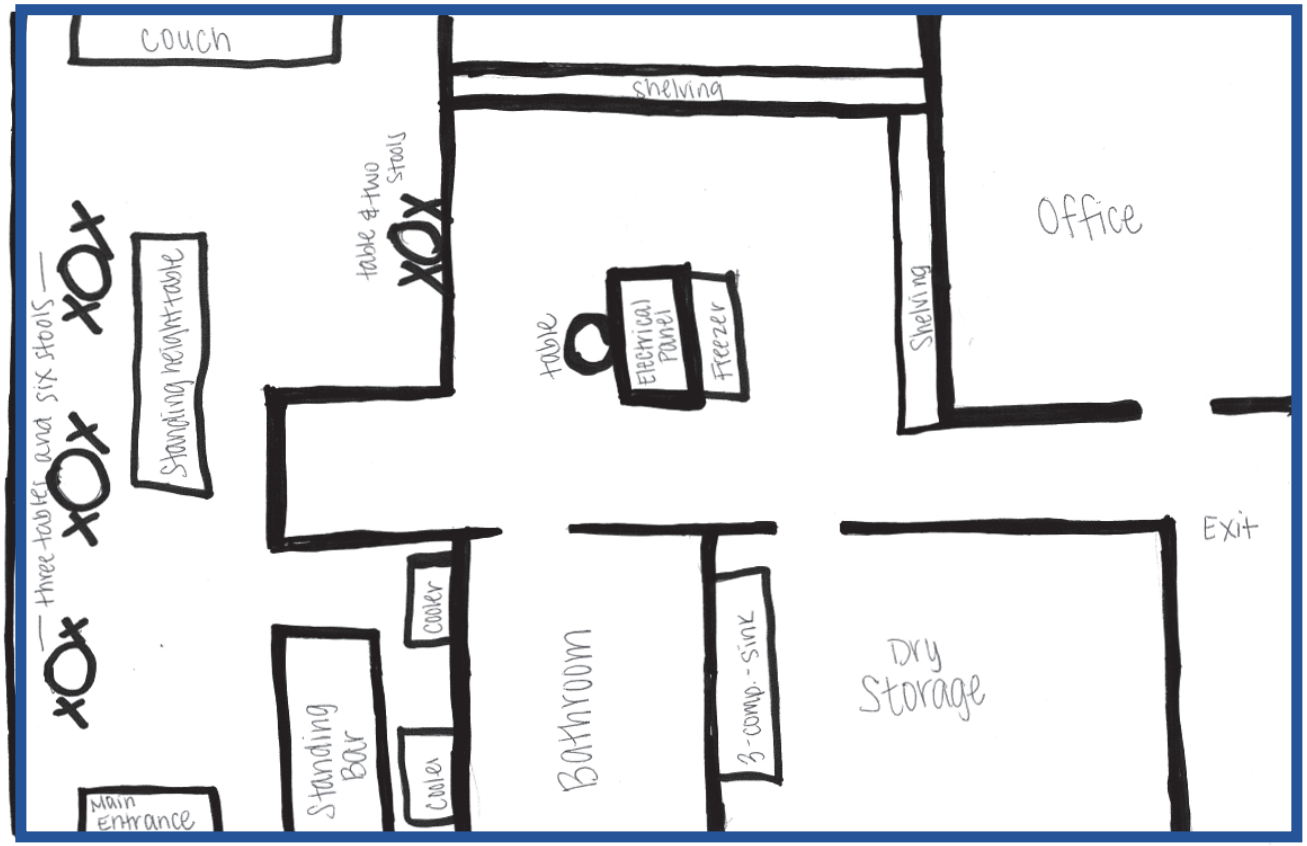
[CITY SEAL]

Attachment: Floor Plan

Ordinance No. 2025-57

THE COLLECTION: FLOOR PLAN

CYPRESS AVENUE



Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	N/A
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.15.

Subject:
Ordinance No. 2025-58, Affordable Housing Updates

Background/Consideration:
This is the second 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.

On December 2, 2025, the Affordable Housing Advisory Committee unanimously recommended the proposed code amendments and found that the amendment would not affect the provision of affordable housing in the City.

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.

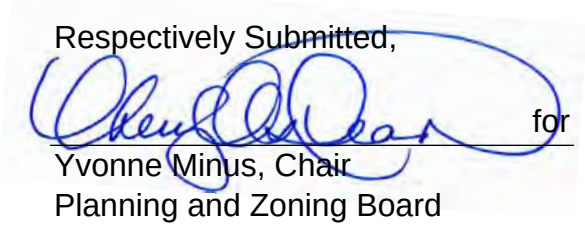
6. The proposal will have no adverse effect on the City's ability to provide adequate public services and facilities. The proposed changes will assist in the implementation of City Code requirements for affordable housing. The modifications will support the construction of affordable housing development 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 25th day of November, 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
December 9, 2025
City Manager's Item Report

Department:	Financial Services
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.16.

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 25th 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. 2025-59

City of

Melbourne

Water and Wastewater Impact Fee Study

October 31, 2025

RAFTELIS

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RAFTELIS

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:

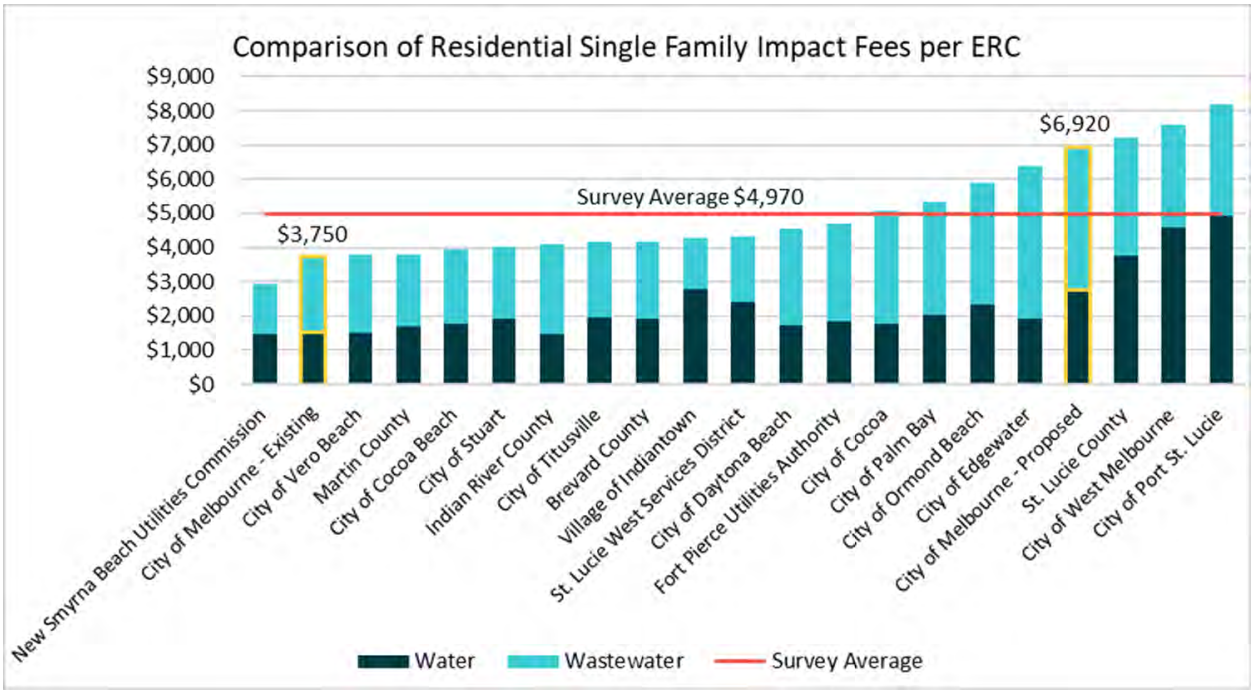
Proposed Wastewater Impact Fee [1]

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

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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: Expansion	Purpose: Existing New	Purpose: Existing Replace	2025 - 2030 Estimated Capital Cost [1]	Adjustments [2]	Net Amount For Future Expenditures	Functional Category [3]: 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
December 9, 2025
City Manager's Item Report

Department:	Engineering/Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.17.

Subject:
Utilization of the City's Horizontal Directional Drilling Services Contract with Concurrent Environmental Services LLC, Rockledge, FL to construct a sewer force main from Lift Station No. 11 to Manhole 153, Project No. 32019.

Background/Consideration:
This is a request to utilize the City’s Horizontal Directional Drill Contract No. P25015-K-0-2025/KL with Concurrent Utility Services, LLC (Concurrent) to construct the Force Main Replacement for Lift Station No. 11.

The existing six-inch diameter force main serving Lift Station No. 11, which is located at the east end of Young Street, requires replacement due to old age. Staff prepared an in-house design and obtained permits to replace the six-inch force main.

A quote has been obtained from Concurrent under the Horizontal Directional Drill Services Contract No. P25015-K-0-2025/KL for construction of a six-inch diameter HDPE replacement force main 2,000 linear feet in length, fittings, connection to the existing force main, asphalt restoration, and grout abandonment of the old force main.

Fiscal/Budget Impact:
Funding is available in the Capital Improvement Project Budget, Project No. 32019.

Requested Action:
Approval for utilization of the City's Horizontal Directional Drilling Services Contract to construct a sewer force main from Lift Station No. 11 to Manhole 153, Project No. 32019, Concurrent Environmental Services LLC, Rockledge, FL - $212,157.51.

MEMORANDUM

To: Jenni Lamb, City Manager

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

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

Date: November 17, 2025

Re: Request to Utilize the City's Horizontal Directional Drill Services Contract with Concurrent Utility Services, LLC (Contract No. P25015-K-0-2025/KL) in the amount of $212,157.51 to Construct Force Main Replacement for Lift Station No. 11, Project No. 32019, Sewer Force Main LS 11 to MH 153

This is a request to utilize the City's Horizontal Directional Drill Contract No. P25015-K-0-2025/KL with Concurrent Utility Services, LLC (Concurrent) to construct the Force Main Replacement for Lift Station No. 11.

Background

The existing six-inch diameter force main serving Lift Station No. 11, located at the east end of Young Street, runs north on Houston Street and connects into an existing 12-inch diameter force main located at the Houston Street / Hector Street intersection. The 12-inch force main conveys wastewater flow from Lift Station No. 4. Because the six-inch force main from Lift Station No. 11 ties into the 12-inch main close to Lift Station No. 4, Lift Station No. 11's operating conditions are complicated by Lift Station No. 4's operating pressures. This force main requires replacement due to old age.

To resolve the operating complications caused by the current connection point located near Lift Station No. 4, staff prepared an in-house design and obtained permits to replace the six-inch force main along a different route which will provide a connection point for the two force mains further to the west, at the Montreal Avenue/Desoto Street intersection. At this point, operating pressures from Lift Station No. 4 will not heavily influence Lift Station No. 11's operating conditions.

Scope of Work

A quote has been obtained from Concurrent under the Horizontal Directional Drill Services Contract No. P25015-K-0-2025/KL for construction of a six-inch diameter HDPE replacement force main 2,000 linear feet in length, fittings, connection to the existing force main, asphalt restoration, and grout abandonment of the old force main.

Compensation and Schedule

The work will be completed within approximately 120 days from the Notice to Proceed. The estimated construction cost is $212,157.51. Funding is available in Capital Improvement Project No. 32019, Sewer Force Main LS 11 to MH 153.

Recommendations
Recommend utilizing the City's Horizontal Directional Drill Services Contract with Concurrent Utility Services, LLC, of Rockledge, FL in the amount of $212,157.51 to construct the Force Main Replacement for Lift Station No. 11.

Cc: Mike Brink, Supt. Utilities Operations
Nic Coster, Asst. Supt. Utilities Operations
Matt Simon, Supr. Wastewater Collection
Darrell Manchester, Supr. Lift Stations
Robin Schaffroth, Utilities Budget & Procurement Spec.

Concurrent Environmental Services llc
455 Guss Hipp Blvd
Rockledge, Fl 32955

CONCURRENT

Job Name : Lift Station 11 Force Main Replacement

City Of Melbourne

Attn: Nic Coster

900 E. Strawbridge Ave.

Melbourne, Fl 32901

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

Item No.	Discription	Quantity	Unit	Cost	Extended
OP-38	Pre-con Video	1	EA	$930.00	$930.00
OP-41	Arrow Board (FDOT)	14	Setup	$85.00	$1,190.00
OP-43	Lane Dividers (FDOT)	120	Setup	$71.00	$8,520.00
OP-46	Barricades (City ROW)	50	Setup	$53.00	$2,650.00
C-4	6" DR 11 DIPS - HDPE 500+	2000	LF	$37.00	$74,000.00
H-3	6" MJ Adaptor	10	EA	$326.77	$3,267.70
NEW	6" ARV Complete	1	EA	$8,900.00	$8,900.00
OP-31	Install 2" to 12" Valve	3	EA	$6,752.01	$20,256.03
OP-34	Connect to Existing 6" (Bore Tie-in)	4	EA	$1,689.65	$6,758.60
OP-37	Connect to Existing 12" Main	1	EA	$2,816.08	$2,816.08
OP-18	6" C-900 Installed	5	EA	$864.02	$4,320.10
NEW	6" 45 Bend Installed	7	EA	$780.00	$5,460.00
OP-54	10x10 Asphalt Repair	9	EA	$1,799.00	$16,191.00
OP-52	Concrete Replacement 5x5	2	EA	$879.00	$1,758.00
OP-56	5x5 Sod	12	EA	$475.00	$5,700.00
OP-39	Dewater (weekly) - If needed	6	EA	$5,390.00	$32,340.00
OP-39xx	Grout Existing Line (4" to 8")	1140	LF	$15.00	$17,100.00
				TOTAL	**$212,157.51**

We hereby propose to furnish labor and materials in accordance with the above specifications for the sum of: **$212,157.51** If acceptable please sign below and issue your Purchase Order (if applicable). *Please note that full payment is expected within 10 days of receipt of invoice. Invoices not paid within 30 days will be assessed late fees @ 1.5% per month.*

Date 11/17/2025

Patrick Johnson

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

ACCEPTANCE OF PROPOSAL:

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

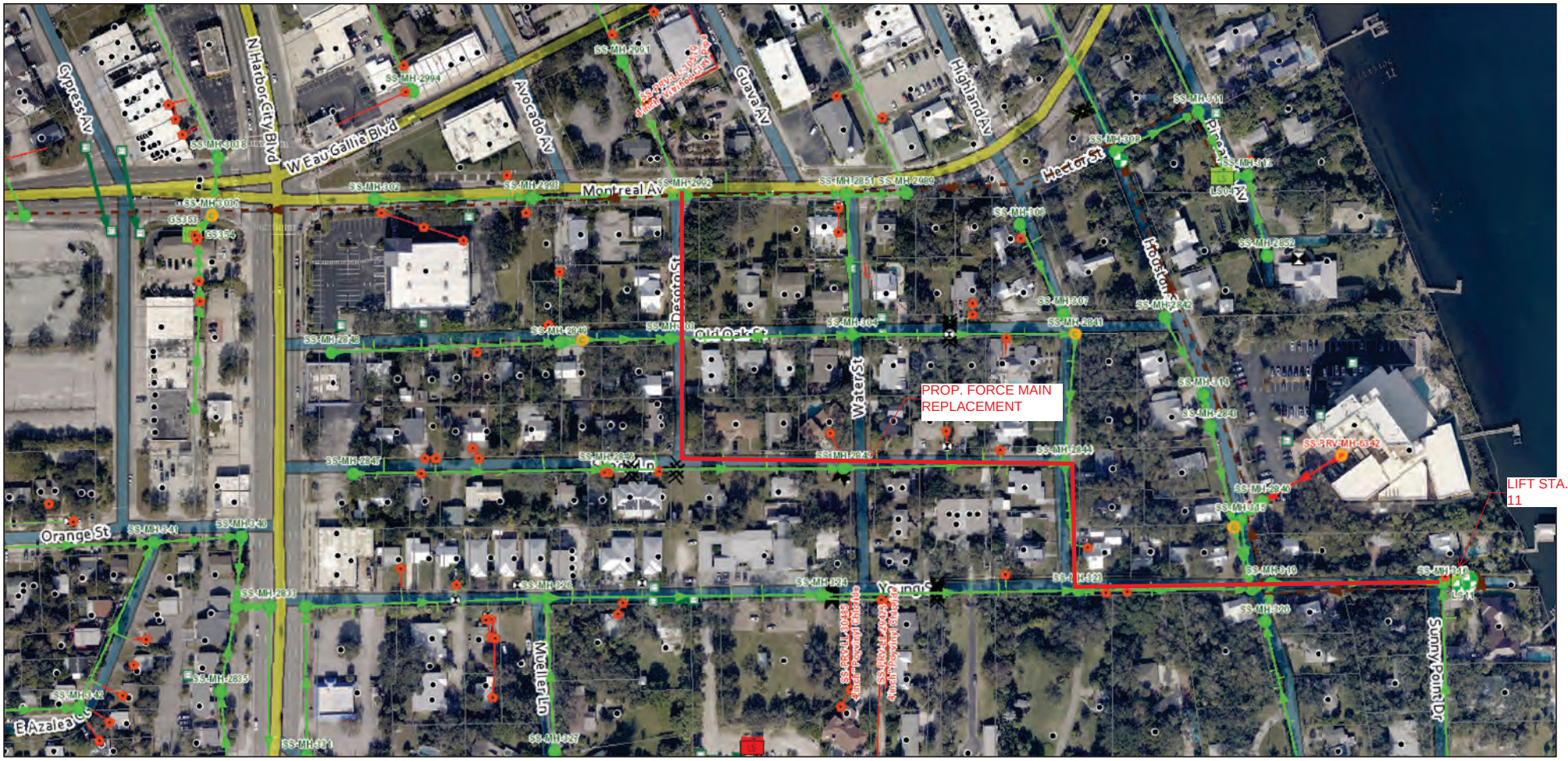
AUTHORIZING PURCHASE ORDER #: _____

Printed Name & Title: _____

Date _____

Signature _____

LOCATION MAP-FORCE MAIN
REPLACEMENT LIFT STATION 11



11/20/2025, 1:11:32 PM

1:2,257

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.15 km

Do Not Open this Manhole

Casings
- Not City
- Melbourne

Lateral Line
- Melbourne & Active
- Melbourne & Non-Active
- Private & Active

Private & Non-Active Gravity Main
- City
- Not City

Force Main
- City
- Not City

Network Structures
- Network Structure
- TreatmentPlant
- Grease Separator
- JunctionChamber
- StorageBasin
- Private Lift Station
- City Lift Station

Manhole
- GPS, City
- No GPS, City
- GPS, Not City
- No GPS, Not City

System Valve (Normally Open)
- System Valve NO Status
- Gate & Open

Gate & Closed or Unknown
Butterfly & Open
Plug & Open

Control Valves
- Control Valve
- AirRelease
- BackflowControl
- Lateral Point

Clean Out
County Gravity Main
County Pressurized Main

County System Valve
- AR
- GATE
- PLUG
- County Manhole

County Lift Station Private
County Lift Station
Redline Area
Redline Note

Redline Lateral
- City
- Private; Non City

Redline Gravity Main
- City
- Private; Non City

Redline Force Main
- City
- Private; Non City
- Redline Casing

mGIS, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA,

Web AppBuilder for ArcGIS

Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS | Brevard County Property Appraiser Office | mGIS | mGIS, Information Technology Department, GIS Division | Esri., Inc.,

Melbourne City Council
December 9, 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.18.

Subject:
Consent Agenda

Background/Consideration:

a. First Amendment to the License Agreement between the City of Melbourne and Montrose Environmental Solutions, Inc., to install and maintain three additional groundwater monitoring wells in a designated area of Fee Avenue Park, 115 East Fee Avenue.

b. Continuing Contract for Professional Engineering Services for Hydraulic Modeling and Permitting with CHA Consulting, Inc., Winter Springs, FL.

c. Purchase of three replacement 250 HP reuse pumps for the D.B. Lee Water Reclamation Facility, R.C. Beach & Associates, Inc., Clearwater, FL — total estimated cost of $263,354.

d. Contract award for wrecker services at unit costs, Imperial Towing of Brevard LLC, Melbourne, FL - estimated annual cost of $33,000 and an estimated contract cost of $198,000.

e. Contract award for traffic signal repair for emergency work, Traffic Control Devices, Inc., Altamonte Springs, FL.

f. Amendment to the contract award for Continuing Water, Wastewater & Stormwater Repairs for Emergency and Non-Emergency Work modifying the award from Hinterland Group, Inc. to Hinterland Group, LLC.

g. Professional Services selection for the Facilities Condition Assessment and Master Plan and authorization to negotiate a contract.

h. Agreement for medical physicals and scans for the Police Department, Life Scan Wellness Centers, Tampa, FL - amount not to exceed $111,056.

i. **Resolution No. 4392:** A resolution authorizing the City Manager to submit a grant application to the U.S. Department of Justice for the FY 2025 Bulletproof Vest Partnership for the purchase of 63 vests for the Melbourne Police Department and 10 vests for the Melbourne Airport Authority Police Department.

j. **Resolution No. 4393:** A resolution adopting the 'Brevard Prepares Local Mitigation Strategy Development Plan' and providing a commitment to continue participation in the steering committee.

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Parks & Recreation
Presenter:	Nikki Caldwell
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.18.a.

Subject:
First Amendment to the License Agreement between the City of Melbourne and Montrose Environmental Solutions, Inc. for a groundwater monitoring well at Fee Avenue Park.

Background/Consideration:
Montrose Environmental Solutions, Inc. is an environmental contractor currently monitoring contamination at a facility located at 1624 South Babcock Street, Melbourne, FL, west of Fee Avenue Park. The contamination at the facility is being investigated and remediated through the Florida Petroleum Restoration State Funding Program. The Florida Department of Environmental Protection (FDEP) previously requested a groundwater monitoring well be installed and sampled at Fee Avenue Park to evaluate if the groundwater contamination is migrating onto the City's park property. This request was presented to and approved by City Council on April 8, 2025. Montrose Environmental Solitions, Inc. has detected minor groundwater contamination at the previously installed well and is requesting to install three (3) additional wells to monitor other areas in the Park for contamination.

City staff is requesting approval of the First Amendment to the License Agreement between the City and Montrose Environmental Solutions, Inc. for the installation and maintenance of three (3) additional monitoring wells in a grass area in the southwest portion of Fee Avenue Park, located at 115 East Fee Avenue. An eight-inch hole will be drilled to approximately 12-feet deep. A two-inch-diameter pipe will be inserted into the drilled hole and then encased in sand and cement. There will be a locking cap and manhole cover at the top of the underground pipe. There will be a two-feet by two-feet by four-inch concrete pad around the manhole cover at ground level.

Fiscal/Budget Impact:
There is no fiscal impact.

Requested Action:
Approval of the First Amendment to the License Agreement between the City of Melbourne and Montrose Environmental Solutions, Inc. to install and maintain three additional groundwater monitoring wells in a certain portion of Fee Avenue Park, 115 East Fee Avenue; and authorization for the City Manager to execute the agreement.

FIRST AMENDMENT TO FEE AVENUE PARK MONITORING WELL LICENSE AGREEMENT

THIS FIRST AMENDMENT TO FEE AVENUE PARK MONITORING WELL LICENSE AGREEMENT (this "First Amendment"), made this _____, 2025 between the **CITY OF MELBOURNE**, a Florida municipal corporation (the "City"), whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and **MONTROSE ENVIRONMENTAL SOLUTIONS, INC.** a Delaware corporation (hereinafter: the "Licensee" or "Montrose"), whose address is 5120 Northshore Drive, North Little Rock, AR 72118.

W I T N E S S E T H

WHEREAS, the City and Licensee entered into that certain License Agreement dated March 31, 2025 authorizing Licensee to use a portion of Fee Avenue Park to operate and maintain a monitoring well and associated improvements (the "Original License Agreement"); and

WHEREAS, the Florida Department of Environmental Protection requested that the Licensee install three additional monitoring wells, and requested that the City consent to the expanded scope of monitoring well installation on City property; and

WHEREAS, the City and Licensee desire to amend the Original License Agreement to authorize the installation of additional monitoring wells as requested by the Florida Department of Environmental Protection.

NOW, THEREFORE, the City and Licensee agree to amend the Original License Agreement as follows:

1. The second recital of the Original License Agreement is revised as follows:

> WHEREAS, the Licensee desires the continued use of a portion of Fee Avenue Park, as such portion is depicted in the attached Exhibit A attached hereto and incorporated herein by reference (the "Fee Avenue Park Area"), to operate and maintain ~~a~~ four monitoring wells and associated improvements, as more particularly depicted and described on Exhibit B attached hereto and incorporated herein by reference (the "Monitoring Well Improvements"); and

2. The City and Licensee agree that Exhibit A attached to the Original License Agreement is hereby replaced with Exhibit A attached hereto.

3. The City and the Licensee agree that all other provisions of the Original Lease Agreement shall remain in full force and effect.

4. The effective date of this First Amendment shall be the date of the last of the parties to sign, subject to approval by the City Council of the City of Melbourne, Florida (the "Effective Date").

IN WITNESS WHEREOF, the parties have signed this First Amendment on the day and year below written.

Montrose Environmental Solutions, Inc.,
a Delaware corporation

Travis Both
Project Manager

(CORPORATE SEAL)

City of Melbourne,
a Florida municipal corporation

Jenni Lamb
City Manager

Attest:
Kevin McKeown, City Clerk

(CITY SEAL)

Exhibit A – Figure 1 – Revised Layout Map

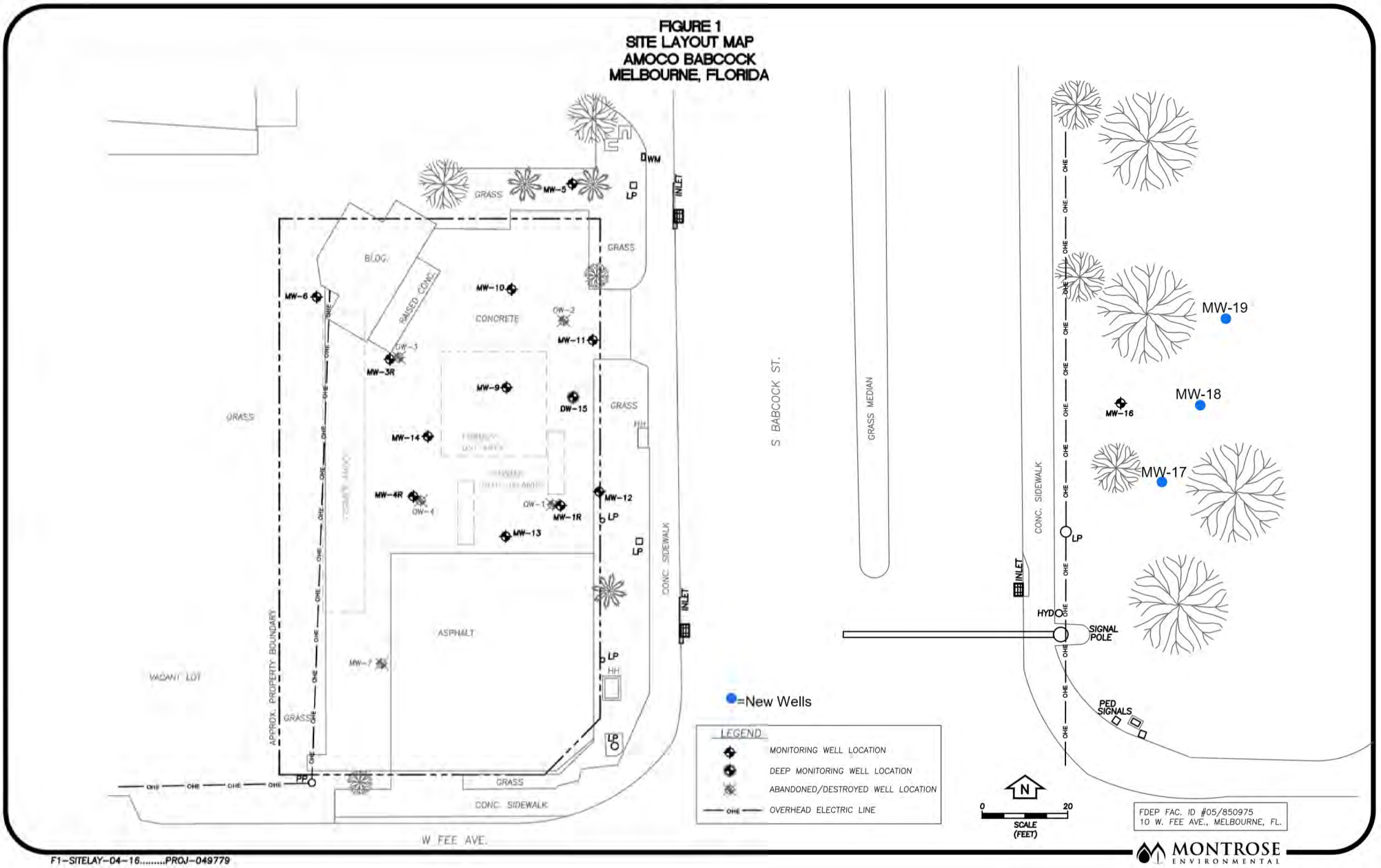


FIGURE 1
SITE LAYOUT MAP
AMOCO BABCOCK
MELBOURNE, FLORIDA
MW-19
MW-18
MW-17
MW-16
MW-5
MW-6
MW-10
MW-11
MW-3R
MW-9
DW-15
MW-14
MW-4R
MW-12
MW-1R
MW-13
MW-7
OW-1
OW-2
OW-3
OW-4
GRASS
BLDG.
RAISED CONC.
CONCRETE
ASPHALT
VACANT LOT
APPROX. PROPERTY BOUNDARY
CONC. SIDEWALK
S BABCOCK ST.
GRASS MEDIAN
INLET
LP
HH
WM
HYD
SIGNAL POLE
PED SIGNALS
PP
OHE
W FEE AVE.
=New Wells
LEGEND
MONITORING WELL LOCATION
DEEP MONITORING WELL LOCATION
ABANDONED/DESTROYED WELL LOCATION
OVERHEAD ELECTRIC LINE
N
0
20
SCALE (FEET)
FDEP FAC. ID #05/850975
10 W. FEE AVE., MELBOURNE, FL.
MONTROSE ENVIRONMENTAL
F1-SITELAY-04-16.....PROJ-049779

Melbourne City Council
December 9, 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.18.b.

Subject:
Continuing Contract for Professional Engineering Services for Hydraulic Modeling and Permitting, CHA Consulting, Inc., Winter Springs, FL.

Background/Consideration:
The process to select a continuing consultant for professional services related to hydraulic modeling and permitting services on a continuing contract basis began on April 25, 2025. On July 22, 2025, City Council authorized the City Manager to negotiate Professional Engineering Services for Hydraulic Modeling and Permitting with CHA Consulting, Inc. of Winter Springs, Florida. CHA Consulting, Inc. was the selection committee's top choice to provide professional engineering services for the hydraulic modeling and permitting.

The scope of services includes hydraulic modeling, permitting, master planning, and related design for water, wastewater and reclaimed water, along with providing professional recommendations where required.

The contract provides for a commencement date of December 9, 2025, subject to the effective date, and expires on December 8, 2028. The contract is renewable for up to two (2) additional one-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 Hydraulic Modeling and Permitting services to CHA Consulting, Inc., Winter Springs, FL.

AGREEMENT FOR PROFESSIONAL SERVICES
HYDRAULIC MODELING AND PERMITTING SERVICES

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

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

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

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

CITY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in Exhibit A1 in accordance with the terms and conditions of this Agreement and the documents marked above, all incorporated herein by reference. This Agreement commences on _____, **20__** (the "Commencement Date"), subject to the Effective Date. Subject to completion of any outstanding work orders if a continuing contract, this Agreement expires on _____ (the "Expiration Date") and ☐ is not renewable ☑ is renewable for up to 2 additional terms (each term consisting of 1 years), unless otherwise terminated.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONSULTANT:

CHA Consulting, Inc.,
a New York corporation

_____
Signature Date

Name: Thomas D. Titsworth

Title: Assistant Secretary

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 1 years)
Council Approval Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

1. DEFINITIONS

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

2. TERM OF AGREEMENT

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

3. RATES AND CHARGES

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

4. INVOICING AND PAYMENT

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

5. NON-APPROPRIATION

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

6. NON-EXCLUSIVITY

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

7. TERMINATION

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

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

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

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

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

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

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

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

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

8. FORCE MAJEURE

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

9. SCHEDULING AND ORDERS

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

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

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

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

10. DESIGN PROFESSIONAL STANDARDS

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

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

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

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

11. INDEPENDENT CONTRACTOR

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

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

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

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. DESIGN PROFESSIONAL INDEMNIFICATION

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

17. COMPLIANCE WITH LAWS

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

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

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

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

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

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

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

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

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

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

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

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

18. RETENTION AND AUDIT

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

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

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

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

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

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

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

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

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

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

20. DISPUTES

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

21. ASSIGNMENT; SUBCONTRACTORS

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

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

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

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

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

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

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

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

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

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EXHIBIT A1

STATEMENT OF SERVICES

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

CONSULTANT shall provide professional services may include but may not be limited to the following tasks in the performance of various municipal/public works water and wastewater hydraulic modeling and permitting compliance projects as more particularly described as follows:

- Update and enhancement of hydraulic models
- Water, wastewater and reclaimed water system hydraulic modeling
- Hydraulic model field calibration
- Water, wastewater and reclaimed water system master planning studies
- Potable water quality modeling
- Distribution water quality optimization
- System optimization evaluations
- Unidirectional flushing design, program updates and implementation support
- Gravity system modeling
- Manifolded force main analysis
- Lift station modeling and pump selection
- Hydraulic engineering analysis
- Water and Wastewater Treatment Facility operating permit renewal
- Alternative water supply blending analysis
- CIP prioritization
- Consumptive Use Permit updating and renewal services
- Repair and replacement prioritization
- Water, wastewater and reclaimed water system design services (inclusive of required permitting efforts) *

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EXHIBIT A2

STANDARDS

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

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

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

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EXHIBIT A4

NEGOTIATED RATES

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

CONFIDENTIAL
CHA CONSULTING, INC.
2025 RATES

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

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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")

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

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

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

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

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

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

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

_____ Other insurance: _____

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

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

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

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

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

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

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

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

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

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

4. **Notice to Parties**

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

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

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

   If to the CITY

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

   If to CONSULTANT:

   CHA

   _____

927 New Haven Avenue, Suite 206
Melbourne, FL 32901

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

5. Other Provisions

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

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

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

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

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

> 8. FORCE MAJEURE
> Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control to include, acts of God, fire, theft, war, riot, embargoes, or acts of civil or military authorities, or failure of governmental authorities to timely render decisions on permits or approvals. If Services are to be delayed by such contingencies, CONSULTANT shall immediately notify CITY in writing (within 72 hours of the event) and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Task Order at no cost to CITY.

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

> 14. ASSIGNMENT OF INTELLECTUAL PROPERTY
> CONSULTANT hereby assigns to CITY all right, title, and interest to all intellectual property created by the CONSULTANT arising out of or utilized by the CONSULTANT in the performance of this Agreement and the ownership of the intellectual property shall be vested solely in the CITY. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. The CONSULTANT waives all rights of attribution and integrity for specific works created by CONSULTANT under this Agreement. Notwithstanding anything herein to the contrary, CONSULTANT shall retain its rights to use all its previously created standard design elements included within its Instruments of Services, including its standard details, standard specifications, and other standard design documents generated and authorized by CONSULTANT for its repeated and regular use in other instruments of service for clients, provided however, that CONSULTANT grants and transfers an irrevocable, transferable, perpetual and royalty-free license to CITY to use, reuse, and create derivative works of such standard design elements, for which CONSULTANT acknowledges that CITY has provided consideration by the terms of this Agreement.

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

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

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

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

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

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Melbourne City Council
December 9, 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.18.c.

Subject:
Purchase of three replacement 250 HP reuse pumps for the D.B. Lee Water Reclamation Facility.

Background/Consideration:
Reuse pumps are a vital part of our reclaimed water distribution process. These pumps maintain flows and pressure to supply the demands of the City's reuse distribution system. Pump failure reduces our effective treatment capacity by 33%, which could cause our distribution process to fall below required levels as mandated in our operating permit issued by the Florida Department of Environmental Protection (FDEP). The current 250 HP reuse pumps have been in service since 2011 with a useful lifespan of 15 years. Replacement of these pumps is necessary to ensure proper functionality of the process trains from the facility to the City's reclaimed water sites. This purchase is a sole source purchase. Lead time for delivery is 14–16 weeks. Freight is included in the cost. The warranty term is one year from start-up or 18 months from shipment, whichever occurs first. The Adder component for start-up referenced in the quote will not be purchased.

Contract/Solicitation:
This is a sole source purchase. A completed sole source form is attached.

Fiscal/Budget Impact:
Funding is available in operating account 63100535-564000 - Water Reclamation-Machinery and Equipment.

Requested Action:
Approval of the purchase of three replacement 250 HP reuse pumps for the D.B. Lee Water Reclamation Facility, R.C. Beach & Associates, Inc., Clearwater, FL — total estimated cost of $263,354.

R.C. Beach & Assoc. Inc.
Pumping &Process Equipment

November 14, 2025

Kyle Buchanan
Assistant Superintendent Water Reclamation
City of Melbourne
835 N. Apollo Blvd
Melbourne, FL 32935
Cell: 321-288-0927
Em: kyle.buchanan@mlbfl.org
Q2025-045-4

Subject: Request for Quotation replace serial no. C0108207-01
Re: Pricing Model 10x8x17

Dear Mr. Kyle Buchanan

We are pleased to offer the following Patterson Pump for your consideration.

Patterson Model Number 10x8x17 rated at 3333 GPM @ 208 FT TDH at 1775 RPM, identical BOD as Serial number SC-C0108207-01 pump and motor as per request.

- Designed to be hydraulically and dimensionally the same as C0108207-01 (within manufacturing tolerances).
- Patterson's standard materials:
- Functional Replacement for C0108207-01
- Customer to use existing base, Quote is for Pump, Motor and Coupling only.
- John Crane Mechanical Seal
- ABB 250hp, 1775rpm, 460/3/60, WP1 enclosure
- Test: Unwitnessed Hydro
- Field Services: None (unless required – read below for adder).
- Lead Time: Shipment estimated in 14-16 weeks after receipt of order with a release to manufacture.

Price as described above: $263,354.00 for Three (3) Patterson Model Number C0108207-01 pump/motor/coupling.
Pricing includes freight F.O.B first destination Melbourne Fla 32696.
If needed Adder for Startup $1,650/day.

Terms: Net 30. Subject to credit approval. Visa, MasterCard & American Express credit cards accepted and are subject to a 3.5% credit card processing fee.

Shipment: 14 to 16 weeks after receipt of approved submittal or release to manufacture.

Notes and/or Exceptions:

1. Patterson Pump Company's standard warranty, terms and conditions apply. Warranty is limited to 12 months from start-up or 18 months from shipment – whichever occurs first.

2. Prices are quoted at FOB factory. Prices do not include sales tax, unloading of the equipment at destination, installation, field painting, piping, wiring, drives, or pump / motor controls.

3. Submittals if required can be supplied approximately 6 to 8 weeks after receipt of an acceptable purchase order.

4. Shipment of proposed equipment: Approximately 14 to 16 weeks after approval of submittals and release of equipment to production Estimated lead times are based upon current Engineering and Shop loading and are subject to change at the time of release.

5. Note pricing above is for one pump.

6. Functional Replacement for C0108207-01

7. Patterson's standard materials and design are quoted. No specification has been reviewed or applies to this quote.

8. This quotation is valid for 45 days. Prices are then subject to review.

9. NOTE: Price adjustments may be made by Seller to reflect any substantial increases in material and supplied. Components cost directly attributable to new or increased tariffs imposed by government authorities.

If you have any questions, please do not hesitate to contact us at your convenience.

Thank you for the opportunity to offer equipment on this project. If you have any questions, please do not hesitate to contact us.

Thank you,

Rick Reiber
R.C. Beach & Assoc., Inc.
Representing: Patterson Pump Company
727-243-4897

The Pump People®
Patterson®
A Gorman-Rupp Company

Date: November 5, 2025

TO: Whom it may concern

SUBJECT: Market Representation

TERRITORY: Florida (Southern and Western)

PRODUCT: MUNICIPAL WATER AND WASTEWATER PUMPS

This letter is to confirm the following company and their agents are the sole proprietary Sales and Service Agents for Patterson Pump Company in the above referenced territory for pumps and pump parts sales in the Municipal Water and Wastewater Market.

PATTERSON REPRESENTATIVE:

RC Beach and Associates
625 Grand Central Street
Clearwater, FL 33756

And such other offices RC Beach and Associates may deem appropriate to utilize in serving our Municipal Water and Wastewater Customers.

Please contact me at Patterson Pump Company if there are any questions concerning this representative organization and their responsibilities.

Jeremy Lanier

Jeremy Lanier
Custom Pump Regional Sales Manager
Patterson Pump Company
706-297-2959 Direct
jeremy.lanier@pattersonpumps.com

cc Brooke Stonecypher, National Sales Manager
cc Shawn Allen, Service-Parts Sales Manager

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	11/14/2025
TO:	Gregory Bunn, Procurement Manager
THRU:	Jennifer Spagnoli, Public Works & Utilities Director
FROM:	Joe Lapan, Water Reclamation Superintendent
Product/Service Description:	Purchase of 3 Patterson Reuse Pumps for DB Lee Water Reclamation Facility

PART I

CHECK ONE: X 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:	ASAP	Product/Service needed by:	ASAP
Proposed Vendor: Address:	RC Beach & Assoc. Inc. /Patterson Pump 625 Grand Central St. Clearwater, FL 33756		
Brand:	Patterson	Product #: 10x8x17	SN: C0108207-01
Estimated Cost of Purchase:	$ 263,354.00	Account to be charged:	63100535-564000

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:

Patterson is standard for WR

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):

RC Beach & Assoc. is sole source for Patterson

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: $

NO

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.

See Attachment.

Explain the consequence(s), including a dollar estimate of the financial impact, if this item is not approved for the determination above:

This equipment is integral to our treatment system. Equipment failure may result in DEP non-compliance.

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.

JTL

Requested by (print):	Marianne Arbuckle	Date:	11/1/2025
Dept. Head Signature:		Date:	11/13/25

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: _____ / 11/19/25

Procurement Team Member — Date

DISAPPROVED: _____ If not approved state reason below:

Melbourne City Council
December 9, 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.18.d.

Subject:
Contract award for City wrecker services.

Background/Consideration:
The City of Melbourne uses various wrecker services for its vehicle and equipment fleet. These services include jump-starting, towing, recovery, spare tire exchange, and vehicle and equipment transport. On September 9, 2025, the City issued ITB-B25026C-0-2025/CM. The bid closed on October 21, 2025. The City received one bid, Imperial Towing of Brevard LLC. The contract is a unit price contract for as-needed services by the City's Fleet Management Division of the Public Works & Utilities Department. The contract commences on December 17, 2025, and expires on December 16, 2026, and has five 12-month renewals.

Contract/Solicitation:

This contract was solicited using bid number ITB-B25026C-0-2025/CM. This contract expires on December 16, 2026, and has five 12-month renewals available.

SOLICITATION INFORMATION:			
Issue Date:	9/9/2025	# of Solicitations:	4
Legal Ad Date:	9/9/2025	Pre-Bid/Pre-Proposal Date:	NA
Open Date:	10/21/2025	# of Responses:	1

Fiscal/Budget Impact:
Sufficient funding is available in various departmental operating accounts (Sublet Repairs-546330).

Requested Action:
Approval of the contract award for wrecker services at unit costs for the Fleet Management Division, Imperial Towing of Brevard LLC, Melbourne, FL - estimated annual cost of $33,000 and an estimated contract cost of $198,000.

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
WRECKER SERVICES- TERM CONTRACT

This **PURCHASE AGREEMENT FOR SERVICES – WRECKER SERVICES** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and Imperial Towing of Brevard LLC, a Florida Limited Liability Company, whose mailing address is 7650 Coral Drive, Melbourne, Florida 32904 hereinafter referred to as the **CONTRACTOR.**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	CONTRACTOR CONTACT:
Procurement Division Katie Milbocker, Senior Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 Christina.Milbocker@mlbfl.org P: 321-608-7066 / F:321-608-7070	**Fleet Management Division** Daniel French, Fleet Manager City of Melbourne 2901 Harper Road Melbourne, FL 32904 Daniel.French@mlbfl.org P: 321-608-5401	**Imperial Towing of Brevard LLC** Sam Roig, Owner 7650 Coral Drive Melbourne, FL 32904 Imperialtowing1960@yahoo.com P: 321-312-4529

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 # ITB-B25026C-0-2025/CM as modified by addenda (the "ITB")
- ☐ Exhibit D2: Request for Proposal # RFP _____, as modified by addenda (the "RFP")
- ☒ Exhibit D3: CONTRACTOR's Responsive Bid dated October 21, 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 17, 2025,** (the "Commencement Date"), subject to the Effective Date. This Contract expires on **December 16, 2026** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) 12-month additional terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

CONTRACTOR:

IMPERIAL TOWING OF BREVARD LLC,
a Florida Limited Liability Company

_____ 11/25/25
Signature Date
Name: _____
Title: OWNER

City Use Only	
Initial Method of Procurement (mark): ☐ ITB # _____ ☐ RFP # _____ ☐ Exception: _____	Commencement Date: 12/17/2025** ** Note: But effective no earlier than last of the parties to execute Expiration Date: 12/16/2026 Renewal: ☐ No ☒ Yes: 5–12-month terms ☐ Not Applicable Council Approval Date: 12/9/2025

EXHIBIT A

STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

1. DEFINITIONS

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

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

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

D. "Order" means CITY's authorization for CONTRACTOR to provide the Services defined in accordance with the CITY's Purchase Order sent to CONTRACTOR.

E. "Service(s)" means the work which CONTRACTOR is to perform for CITY as set forth in Exhibit A1 in compliance with the Performance Standards of Exhibit A2 and the Maintenance Agreement of Exhibit A3.

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

2. TERM OF AGREEMENT

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

3. PRICING

A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. The parties agree that 1% of the total payment to CONTRACTOR is the specific consideration from the CITY to CONTRACTOR for CONTRACTOR's indemnity agreement.

B. The price charged CITY for any Service shall always be CONTRACTOR's lowest price charged any customer for that equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature. If CONTRACTOR sells any Service to any customer at a price less than that set forth herein, CONTRACTOR shall adjust its price to the lower price for any un-invoiced Service and for all future invoices for such Service. For purposes of comparing price under this Paragraph, the price and/or conversion costs of Services shall include those CONTRACTOR cost components which are generic to the Services as compared to other similar services generally provided by CONTRACTOR. Such comparison shall be made to the extent Services have similar characteristics, such as labor rates, turnkey material costs, storage expenses, or other specific comparison criteria agreed upon by the parties.

C. In the event CONTRACTOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, CONTRACTOR shall immediately inform CITY of this price and rebate to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Services provided during the preceding thirty (30) days.

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

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

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

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

4. INVOICING AND PAYMENT

A. Payment for Services as specified in the contract shall be processed promptly after performance of Services and after receipt of properly prepared invoice(s). Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Contractor must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

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

C. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.

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

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

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

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

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

5. NON-APPROPRIATION –

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

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

6. NON-EXCLUSIVITY

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

7. TERMINATION

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

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

C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing CONTRACTOR with notice of default or an opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.

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

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

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

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

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

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

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

8. FORCE MAJEURE

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

9. SCHEDULING AND ORDERS

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

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

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

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

10. WARRANTY

A. CONTRACTOR represents and warrants that all Services provided shall be performed in a workmanlike and competent manner in accordance with the highest professional standards in CONTRACTOR's trade or industry, and shall meet the descriptions and specifications provided on Exhibit A1 and the performance standards stated in Exhibit A2. CITY may inspect and test all Items and review Services at reasonable times in such manner as shall not unreasonably hinder or delay CONTRACTOR's performance. All Items and Services shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at CONTRACTOR's premises or any prior payment for such Services. Items rejected by CITY as not conforming to this Contract or specifications, whether provided by CITY or furnished with the Item, may be returned to CONTRACTOR at CONTRACTOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.

B. CONTRACTOR makes the following warranties regarding Items furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Services and Items:
   (i) Items will not infringe any party's intellectual property rights;
   (ii) CONTRACTOR has the necessary right, title, and interest to provide said Items to CITY, and the Items will be free of liens and encumbrances;
   (iii) Items are new, and of the grade and quality specified;
   (iv) Items are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by CONTRACTOR, and to any other agreed-to specifications; and
   (v) Items conform to the manufacturing quality provisions set forth in Exhibit A2.

C. If CONTRACTOR breaches any of the foregoing warranties, or Items are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Services, CONTRACTOR shall, at CITY's option, (i) promptly correct any non-conforming or defective workmanship at no additional cost to the CITY; or (ii) CONTRACTOR shall promptly repair, replace, or refund the amount paid for such Items and Services; and (iii) shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. CONTRACTOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Items while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. INDEPENDENT CONTRACTOR

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

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

12. SECURITY

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

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

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

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

14. ASSIGNMENT OF INTELLECTUAL PROPERTY

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

15. INTELLECTUAL PROPERTY INDEMNIFICATION

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

16. GENERAL INDEMNIFICATION

CONTRACTOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) CONTRACTOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by CONTRACTOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Items. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

17. COMPLIANCE WITH LAWS

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

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

C. CONTRACTOR represents and warrants that the Items supplied and Services provided to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, CONTRACTOR shall provide copies of CONTRACTOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of CONTRACTOR's subcontractors for the past twenty-four (24) months.

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

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

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

G. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, CONTRACTOR certifies that it (a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that CONTRACTOR has falsely certified facts under this sub-paragraph or if CONTRACTOR is found to

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

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

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

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

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

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

18. RETENTION AND AUDIT

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

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

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

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

19. MERGER, MODIFICATION, WAIVER, AND REMEDIES

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

B. CONTRACTOR shall not substitute the Items.

C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
- Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
- Third, these "Standard Terms and Conditions of Purchase Agreement – Services" incorporated by reference into the Contract.
- Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting addenda and CONTRACTOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.

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

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

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

G. Notwithstanding anything else contained in this Contract, CITY

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A1

STATEMENT OF WORK

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

CONTRACTOR shall provide Wrecker Services as more particularly described as follows:

I. GENERAL DESCRIPTION

CONTRACTOR shall furnish all labor, materials, equipment, tools, transportation and incidentals to provide wrecker services, including impounding vehicles for investigation, evidence or violation of law for the CITY's Fleet Management Division and Police Department on an as needed basis.

II. WRECKER REQUIREMENTS

A. All tow/transport trucks utilized shall be commercially manufactured and shall conform to the requirements set forth herein. All trucks shall have mobile communications (cellphone). The CITY reserves the right to periodically inspect CONTRACTOR equipment to ensure compliance with CITY requirements and all applicable guidelines.

B. CONTRACTOR vehicles shall be maintained in good repair, appearance and sanitary condition at all times. The CITY reserves the right to inspect the CONTRACTOR vehicles at any time to ascertain said condition.

C. All CONTRACTOR vehicles shall be clearly identified using the following criteria:

1. The name of the establishment with the address and phone number of the local office on each side of the wrecker.

2. The lettering should be no smaller than five (5) inches in height.

3. Said lettering shall be permanently affixed to the wrecker. An example of such is self-adhesive vinyl or painted lettering.

D. Every wrecker shall be able to pass a Commercial Drivers' License (CDL) walk around inspection at any time during the performance of the Contract.

E. CONTRACTOR shall be able to provide equipment with the following requirements to safely retrieve, extract, recover and transport vehicles, trucks, and equipment to a location designated by the CITY. Each wrecker tow truck shall be equipped with the following:

- At least one pair of Dollies – Class A wreckers only
- At least one heavy-duty push broom
- Floodlights on hoist
- One square blade shovel
- One axe
- One crowbar or pry bar, 30-inch
- Five lb. C0-2 fire extinguisher or equivalent
- One pair of bolt cutters, ½ inch opening
- One set of jumper cables
- One four-way lug wrench
- One flashlight
- Five 30-minute fuses
- Six traffic cones or triangles
- At least one bag of oil dry
- Two snatch blocks winch-rated per cable capacity

III. WRECKER CLASSES

A. Class A Wrecker: CONTRACTOR shall use Class A Wrecker for the removal of cars, light trucks or vehicles weighing 8,000 pounds gross vehicle weight (GVW) or less. It shall consist of a truck chassis with a manufacturer's rating of at least 4-ton capacity mounted on the chassis. In addition, operators removing cars and light trucks may use rollback or slide-back carriers.

B. Class B Wrecker: CONTRACTOR shall use Class B Wrecker for the removal of medium duty trucks or vehicles weighing 20,000 pounds GVW or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 20,000 GVW with a boom and twin winches having a rating of at least 10-ton capacity mounted on the chassis.

C. Class C Wrecker: CONTRACTOR shall use Class C Wrecker for the removal of heavy trucks, house trailers, buses or vehicles weighing over 200,000 pounds GVW. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 30,000 pounds GVW and 50,000 pounds GVW for tandem axle trucks with a boom and twin winches having a manufacturer's rating of at least 25-ton capacity mounted on the chassis. (25,000-pound wheel lift capability.)

D. Low Boy Truck/Trailer Transport: CONTRACTOR shall use a lowboy truck/trailer transport for the removal and transport of heavy-duty trucks, buses or equipment weighing a maximum of 70,000 lbs. The CONTRACTOR shall possess a minimum of one (1) low boy truck/trailer transport that shall consist of a tandem truck or tandem or tri-axle trailer with a manufacturer's load rating to be able to transport vehicles and equipment that weigh a maximum of 70,000 lbs. The transport trailer shall be equipped with a winch capable of loading vehicles and equipment that are not operational.

IV. SERVICE TICKET:

The CONTRACTOR shall submit to the CITY a service ticket to verify services rendered that includes, but is not be limited to:

- Time of dispatch, time of arrival and time left scene
- Name of tow truck driver and truck number
- Services provided and the rates for such services
- Vehicle or trailer make, model and year
- Vehicle or trailer tag number and vehicle identification number
- Date of Service
- Unusual circumstances or weather.

This service ticket shall be completed in all cases and is in addition to any tow or service ticket normally provided by the CONTRACTOR. It is incumbent upon the CONTRACTOR to have all forms related to this procedure printed and distributed at the CONTRACTOR's sole expense.

V. TOWING OF CITY-OWNED VEHICLES

A. CITY-owned or leased vehicles or equipment to be towed shall be authorized by the Fleet Management Division Superintendent or his designee. The only exception is authorization by City of Melbourne Police Department Dispatchers during the hours of 11:00 p.m. to 7:00 AM, Monday through Friday and at any hour on Saturday, Sunday or CITY-observed holidays.

B. All vehicles and equipment owned or leased by the CITY shall be towed to the City of Melbourne Public Works Complex, Fleet Management Division, 2901 Harper Road, Melbourne, Florida 32904, unless instructed otherwise by the CITY.

C. CITY-owned heavy trucks may require a large wheel lift wrecker for transporting. Most of the CITY's heavy trucks are equipped with Allison automatic transmissions and may require the removal of the drive shaft before towing. In addition, some equipment may require the use of a lowboy trailer for transporting.

D. CITY-owned fire rescue vehicles shall require a wheel lift wrecker for transporting if vehicle manufacturer guidelines so indicate.

E. Some CITY-owned equipment may require the use of a heavy-duty car carrier to handle tractors with bush hogs and back hoes up to 20,000 lbs.

F. The CONTRACTOR may be required to provide transportation for passenger(s) of a disabled CITY vehicle (not to exceed two employees).

G. CONTRACTOR shall be responsible for the pickup, delivery and the return of 4 police training vehicles per month. CONTRACTOR shall pickup police vehicles from the CITY's Fleet Management garage located at 2901 Harper Road, Melbourne, FL 32901, deliver to Palm Bay training facility located at 250 Community College Parkway SE Palm Bay, FL 32909 and return to CITY's Fleet Management Facility.

VI. TOWING OF CITIZEN-OWNED VEHICLES (IMPOUND/SEIZE OR EVIDENCE)

A. All vehicles to be towed that are seized/impounded or needed for evidence shall be authorized by the Melbourne Police Department Dispatcher. These vehicles shall be towed to the Melbourne Police Department's Building located at 250 West NASA Boulevard, Melbourne, Florida 32901 unless otherwise instructed by Melbourne Police personnel.

B. Some seized vehicles will be placed at the Police Department Inside Storage for evidence processing for ongoing criminal investigations. A secondary tow may be requested to move the vehicle from Inside Storage to the Outside Storage secured lot.

C. If the vehicle is a seizure, the driver of the vehicle may enter the vehicle to be towed in order to manipulate the transmission for ease of towing.

D. CONTRACTOR shall only use nitrile or latex gloves to handle all vehicles marked as evidence. The Melbourne Police Department shall tape all doors and trunk before the vehicle is towed.

E. In the event the seized vehicle becomes CITY property or awarded by court order, a tow may be requested to transport the vehicle from the Police Department to the CITY's designated Fleet Yard.

F. Storage:

A. Inside Storage

a. Vehicles that require processing or special care in major cases shall be towed to the Melbourne Police Department Building located at 250 West NASA Boulevard, Melbourne, Florida 32901. Towed vehicles shall not be leaking fluids.

i. Vehicles should not be stored inside the facility for "safekeeping" reasons.

ii. Only Crime Scene Investigators (CSI) / Detectives can escort the wrecker to the secured bay.

b. Police Officer will fill out the Vehicle Impound Sheet and the keys to vehicle shall be given to lead CSI.

c. Vehicles shall be entered onto the CSI Vehicle Inventory Sheet by a CSI/Detective with appropriate information.

d. On arson cases, if additional processing is to be performed by a State Fire Marshal Investigator, vehicles shall be towed by the CONTRACTOR to the designated area at a CITY storage facility or CITY approved location within Brevard County Limits if indicated by the State Investigator. When processing is completed, the CONTRACTOR shall tow vehicles back to the CITY storage facility. The owner of vehicle / or insurance company shall be notified at this time by the CONTRACTOR.

B. Outside Storage

a. Any vehicle that is awaiting additional processing (e.g. search warrants, traffic homicide) or pending forfeiture shall be towed to the rear secured fenced lot at the Melbourne Police Department Building located at 250 West NASA Boulevard, Melbourne, FL 32901. An officer or detective shall be responsible for placing vehicles in the secured lot. An officer or detective will escort tow company to the storage area.

i. The CONTRACTOR shall not be left unattended while at rear of the Melbourne Police Department Building located at 250 West NASA Boulevard, Melbourne, FL 32901.

b. Vehicle Impound Sheet shall be filled out and placed in designated CSI mailbox, along with the vehicle keys. Detective or Officer will e-mail designated CSI to provide vehicle information.

c. Designated CSI will log vehicle on spreadsheet, CSI Vehicle Inventory folder.

d. Upon completion of the vehicle processing, the detective or officer will notify CONTRACTOR for pick-up and then notify registered owner of the vehicle. Registered owner will pick up vehicle at CITY storage location.

e. Once vehicle is picked up, the vehicle will be grayed out and strikethrough on the CSI Vehicle Inventory sheet by a Police Officer.

G. CONTRACTOR shall directly release any vehicle that has not been marked "hold" if the proper proof of identification and ownership is presented and payment of appropriate fees is received. Any vehicle tow which is marked "hold" shall not be released without written authority from the Police Department. The CONTRACTOR shall release any vehicle towed in at the request of the Police Department only to the person whose name appears on the title or registration certificate as the registered owner or lien holder of the vehicle, or to the authorized agent of such person. The vehicles released by the CONTRACTOR shall be delivered to the public right-of-way at no additional charge. Vehicles shall be available for release between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and 10:00 a.m. to 2:00 p.m. Saturdays, excluding holidays. All motor vehicles that have not been reclaimed shall be disposed of according to applicable State, City, and County laws by the Police Department.

VII. SPARE TIRES

Due to the limited trunk capacity of the CITY's Ford Police Interceptor SUVs and Dodge Charger patrol vehicles, the Wrecker shall be required to maintain a specific number of spare tires for these vehicles. The number of tires will be designated by the CITY's Fleet Management representative, but no more than ten (10) at any time. The CONTRACTOR shall respond to tire change requests at the standard response rate for changing of a flat tire. The CITY Fleet management shall provide the spare tires to the Wrecker Service. CONTRACTOR shall return all flats/bad-spares to Fleet Management for appropriate disposal.

The CONTRACTOR shall be responsible for the inventory of spare and damaged tires totaling no more than ten (10) at any time. When the wrecker operator changes a tire on a Melbourne Police Department vehicle, the transaction shall be documented on the invoice for the original call out and include the vehicle number. The invoice shall also have the signature and identification number of the Police Department employee requesting the tire change.

The initial inventory of spare tires in the possession of the Contracted Wrecker will be documented via written memorandum by the Police Department's Community Service Officer (CSO) Supervisor. The CSO Supervisor will verify the inventory at least once per month. This check will be documented via email report and copied through the Police Department chain of command to the Operations' Deputy Chief. Copies will be provided to the wrecker operator and the Fleet Management Superintendent. CONTRACTOR shall report any discrepancies shall in writing to the Deputy Chief of Police Operations and the Fleet Management Superintendent.

In order to obtain replacement spares for damaged tires, the wrecker operator shall be required to present the damaged tire along with a copy of the original invoice documenting each tire change to the Fleet Management Superintendent or his designee. Fleet Management employee providing the replacement spares will notify the Police Department's CSO Supervisor of the change out and number of tires exchanged.

VIII. CONTRACTOR PERSONNEL

A. CONTRACTOR shall ensure that all employees driving the CONTRACTOR's vehicles possess and carry a valid operator's license issued by a State entity, the class of which shall be appropriate to the vehicles operated, in accordance with Florida State Law.

B. All CONTRACTOR employees shall be required to obtain a CITY-issued identification badge by scheduling an appointment with the CITY's Fleet Management office.

C. All CONTRACTOR employees responding to the CITY's towing service request shall arrive wearing their CITY-issued identification badge and uniform-type shirt that, at minimum, displays the CONTRACTOR name and employee name.

D. CONTRACTOR shall not employ any unfit person or anyone not skilled in the work assigned to him regarding all work under this contract.

E. CONTRACTOR shall ensure that all employees/personnel dress and conduct themselves in a professional and safe manner when responding to a CITY towing service request.

F. The CITY shall have the right of reasonable rejection and approval of CONTRACTOR staff assigned to provide services throughout the life of the contract. If the CITY reasonably rejects staff, the CONTRACTOR shall provide replacement staff satisfactory to the CITY in a timely manner and at no additional cost to the CITY. The immediate supervision and control of the employees is the sole responsibility of the CONTRACTOR.

IX. BASE OF OPERATION

The CONTRACTOR shall have and maintain, during the term of the contract, a base of operation. In case of an overflow in the CITY storage facilities the CONTRACTOR shall provide a secured storage facility sufficient to fulfill the contract requirements. The CITY reserves the right to inspect the base of operation and storage facilities to ensure it fulfills the CITY's needs for this contract.

X. EQUIPMENT LIST

The CONTRACTOR shall own or lease, and have immediate access to, a sufficient number of wreckers and related equipment to provide the services called for by this contract.

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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. RESPONSE TIME

A. CONTRACTOR shall provide the CITY with access to a dispatcher on a twenty-four (24) hour, seven (7) days per week basis to receive all requests for service made by the CITY. AN ANSWERING SERVICE OR BEEPER SERVICE SHALL NOT BE PERMITTED.

B. The CITY shall furnish the CONTRACTOR with information on the location of disabled vehicles or equipment.

C. The CONTRACTOR response shall be no more than one (1) hour from the time of telephone notification by CITY representatives.

D. The CONTRACTOR's dispatcher shall inform the CITY's representative of the approximate time of arrival to the vehicle requiring assistance. If an unforeseen delay should occur, the CONTRACTOR's dispatcher shall inform the CITY's representative of the estimated time of delay and the reasons thereof.

E. The CONTRACTOR shall respond to a call with a wrecker classified to meet or exceed the size of the vehicle to be towed, but shall be compensated at the rate equivalent to the minimum equipment size required for vehicle to be towed.

F. The CONTRACTOR shall provide a wheel lift type wrecker or a roll back type of carrier for transporting vehicles equipped with air bags. Inadvertent release of an air bag due to CONTRACTOR's towing negligence shall be the responsibility of the CONTRACTOR for all repair costs to the CITY's satisfaction.

G. If required by vehicle/equipment manufacturer, or if conditions warrant, airlifting devices shall be used by the CONTRACTOR to minimize vehicle damage. The CITY does not consider airlifting devices special equipment. All cost associated with this equipment should be included in the price for recovery work charged by the hour.

II. SUBCONTRACTORS

To ensure the integrity of the work and to secure a single source of responsibility for any required services, all CONTRACTOR personnel shall be full-time, regular employees of the CONTRACTOR. No subcontractors shall be utilized.

III. PROPERTY PROTECTION

CONTRACTOR shall at all times guard against damage and/or loss to CITY property. Any damages done to the property on the site or to adjacent property caused by the CONTRACTOR, any of his employees shall be repaired or replaced by the CONTRACTOR at no expense to the CITY and to the CITY's satisfaction. In the event CONTRACTOR does not immediately repair, to the satisfaction of the CITY, damage to public and/or private property, the CITY may correct such damage and deduct the costs due to CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover the amount of the deduction, the CONTRACTOR shall pay the difference to the CITY and shall replace and/or repair any loss or damages caused by CONTRACTOR. The CITY may withhold payment or make such deductions from monies owed, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the CONTRACTOR. CONTRACTOR shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

IV. LIQUIDATED DAMAGES

The CONTRACTOR shall respond immediately to all calls for service and shall be at the location within one (1) hour from the time the call is received. CONTRACTOR shall assume all liability in meeting the one (1) hour response time.

During any twelve (12) month period, failure to meet the one (1) hour response time will result in progressive liquidated damages resulting in suspension and possible termination as follows:

- First Offense — Three (3) times the base tow cost per class
- Second Offense — Four (4) times the base tow cost per class
- Third Offense — Five (5) times the base tow cost per class
- Fourth Offense — Automatic suspension and possible termination

CONTRACTOR shall not be assessed the liquidated damages for delay or failure in providing service when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any other circumstances which, in the CITY's opinion, is beyond the control of the CONTRACTOR.

V. ANNUAL WRECKER INSPECTION

CONTRACTOR shall submit proof of annual vehicle inspection at inception of contract and at each contract renewal. This shall be completed by a certified technician to perform Department of Transportation (D.O.T.) inspections. The CONTRACTOR shall provide evidence of said inspections upon demand. The vehicles shall be in good mechanical condition. Any wrecker that fails to comply with this inspection is subject to immediate removal from the contract until such time that evidence of inspection can be produced.

VI. INVOICES

The CITY shall pay the CONTRACTOR upon the submission of proper invoices for the prices stipulated in this contract for supplies delivered and/or services rendered and accepted by the CITY. A proper invoice shall include:

- Purchase Order Number
- Invoice Number
- Contractor's Name or Designee
- Remittance address on the face of the invoice
- Date that correlates with the service of goods or services
- Location of the delivery or work completed
- Unit prices and extended total prices of the goods or services
- Allowable discounts

VII. SAFETY REQUIREMENTS

A. In the performance of this Contract, CONTRACTOR shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation (23 CFR 635). CONTRACTOR shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the CITY may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract.

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EXHIBIT A4

PRICING SCHEDULE

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

Class A:

Item	Description	Unit Cost
A-1	Base cost per call within city limits of Melbourne	$ 70.00
A-2	Base cost per call beyond the city limits of Melbourne	$ 70.00
A-3	Mileage rate per mile – one way (from pick-up site to Public Works complex or City storage facility – as applicable)	$ 3.00
A-4	Call wait time by the .25 hour = (15 Minutes) Hourly rate does not begin until truck arrives on scene and recovery work begins.	$ 17.50

Class B:

Item	Description	Unit Cost
B-1	Base cost per call within city limits of Melbourne	$ 150.00
B-2	Base cost per call beyond the city limits of Melbourne	$ 150.00
B-3	Mileage rate per mile – one way (from pick-up site to Public Works complex or City storage facility – as applicable)	$ 6.00
B-4	Call wait time by the .25 hour = (15 Minutes) Hourly rate does not begin until truck arrives on scene and recovery work begins.	$ 37.50

Class C:

Item	Description	Unit Cost
C-1	Base cost per call within city limits of Melbourne	$ 225.00
C-2	Base cost per call beyond the city limits of Melbourne	$ 225.00
C-3	Mileage rate per mile – one way (from pick-up site to Public Works complex or City storage facility – as applicable)	$ 9.00
C-4	Call wait time by the .25 hour = (15 Minutes) Hourly rate does not begin until truck arrives on scene and recovery work begins.	$ 100.00

Police Generated Tows:

Item	Description	Unit Cost
D-1	Base cost per call within city limits of Melbourne	$ 70.00
D-2	Base cost per call beyond the city limits of Melbourne	$ 70.00
D-3	Mileage rate per mile – one way (from pick-up site to Public Works complex or City storage facility – as applicable)	$ 3.00
D-4	Call wait time by the .25 hour = (15 Minutes) Hourly rate does not begin until truck arrives on scene and recovery work begins.	$ 17.50

Separate Charges for Class B and C Wreckers ONLY:

Item	Description	Unit Cost
E-1	Removal of drive shaft	$ 50.00
E-2	Air hook-up	$50.00
E-3	Remove/pull axle	$ 50.00
E-4	Remove Bumper	$ 50.00
E-5	Remove air foils	$ 50.00
E-6	Low Boy Doll Trailer–semi roll back or drop back trailer or truck (each call)	$ 135.00
E-7	Caging Air Brakes (backing off)	$50.00

Low Boy- Truck/trailer Transport (35 ton):

Item	Description	Unit Cost
F-1	Base cost per call within City limits of Melbourne (each call)	$ 135.00
F-2	Base cost per call beyond the City limits of Melbourne	$ 135.00
F-3	Mileage rate per mile – one way (from pick-up site to Public Works Complex or storage facility as applicable	-

Miscellaneous Charges:

Item	Description	Unit Cost
G-1	Pickup, delivery & return of 4 police training vehicles.	$ 400.00
G-2	Battery jump start –per call	$ 70.00
G-3	Single wheel flat tire change – per wheel/per vehicle	$ 70.00
G-4	Daily outside storage fee, per day	$22.80
G-5	Retrieving vehicles from bodies of water	$ 225.00

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EXHIBIT B

SUPPLEMENTAL PROVISIONS

2. **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.

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

4. **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:

Imperial Towing of Brevard LLC
Sam Roig, Owner
7650 Coral Drive
Melbourne, Florida 32904

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. **Insurance Requirements**

A. Commercial General Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than $1,000,000 per occurrence/aggregate and a deductible amount of not more than $10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list the City of Melbourne as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A or higher. Other specific policy endorsements may be required by the Contract, depending upon the type and scope of work to be performed. The CONTRACTOR shall require each Subcontractor to maintain Subcontractor's Commercial General Liability Insurance coverage with insurance company licensed in the State of Florida in amounts

satisfactory to the CONTRACTOR or insure the activities of the Subcontractors in CONTRACTOR's own policy.

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

C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit. CONTRACTOR shall require their Subcontractor(s) similarly to provide Worker's Compensation Insurance for all of the latter's employees engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR's Worker's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of employees not otherwise protected.

D. Proof of Insurance. CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance company showing that the City of Melbourne has been listed as an Additional Insured on the policy shall accompany the Certificate of Insurance.

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

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EXHIBIT D1

INVITATION TO BID
ITB# B25026C-0-2025/CM

On file in Procurement Division

EXHIBIT D3

CONTRACTOR'S RESPONSIVE BID
ITB# B25026C-0-2025/CM

On file in Procurement Division

FINAL BID TABULATION SHEET

Title: Wrecker Services-Term Contract
Bid #: ITB-B25026C-0-2025/CM
Due Date: October 21, 2025 by 3:00 PM

City of Melbourne The Harbor City

Procurement Division

			BIDDERS	**Imperial Towing of Brevard LLC**	
			Local Preference (LP) COMLP/BCLP:	COMLP	
Item	**Description**	**UOM**	**Est. Qty.**	**Unit Cost**	**Est. Annual Cost**
Class "A" Wrecker for the removal of cars, light trucks or vehicles weighing 8,000 pounds gross vehicle weight (GVW) or less. It shall consist of a truck chassis with a manufacturers rating of at least 4+-ton capacity mounted on the chassis. In addition, operators who wish to remove cars and light trucks may use rollback or slide-back carriers.					
A-1	Base cost per call within city limits of Melbourne	Call	20	$70.00	$1,400.00
A-2	Base cost per call beyond the city limits of Melbourne	Call	50	$70.00	$3,500.00
A-3	Mileage rate per mile – one way (from pick-up site to Public Works complex or storage facility – as applicable)	Mile	1120	$3.00	$3,360.00
A-4	Call wait time by the .25 hour = (15 Minutes) Hourly rate does not begin until truck arrives on scene and recovery work begins.	.25 Hour	4	$17.50	$70.00
			Total A		$8,330.00
Class "B" Wreckers – to be used for the removal of medium duty trucks or vehicles weighing 20,000 pounds GVW or less. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 20,000 GVW with a boom and twin winches having a rating of at least 10+ton capacity mounted on the chassis.					
B-1	Base cost per call within city limits of Melbourne	Call	35	$150.00	$5,250.00
B-2	Base cost per call beyond the city limits of Melbourne	Call	10	$150.00	$1,500.00
B-3	Mileage rate per mile – one way (from pick-up site to Public Works complex or storage facility – as applicable)	Mile	410	$6.00	$2,460.00
B-4	Call wait time by the .25 hour = (15 Minutes) Hourly rate does not begin until truck arrives on scene and recovery work begins.	.25 Hour	4	$37.50	$150.00
			Total B		$9,360.00
Class "C" Wreckers – to be used for the removal of heavy trucks, house trailers, buses or vehicles weight over 200,000 pounds GVW. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 30,000 pounds GVW and 50,000 pounds GVW for tandem axle trucks with a boom and twin winches having a manufacturer's rating of at least 25+ton capacity mounted on the chassis (25,000 pound wheel lift capability).					
C-1	Base cost per call within city limits of Melbourne	Call	25	$225.00	$5,625.00
C-2	Base cost per call beyond the city limits of Melbourne	Call	5	$225.00	$1,125.00
C-3	Mileage rate per mile – one way (from pick-up site to Public Works complex or storage facility – as applicable)	Mile	250	$9.00	$2,250.00
C-4	Call wait time by the .25 hour = (15 Minutes) Hourly rate does not begin until truck arrives on scene and recovery work begins.	.25 Hour	4	$100.00	$400.00
			Total C		$9,400.00
Police Generated Tows					
D-1	Base cost per call within city limits of Melbourne	Call	50	$70.00	$3,500.00
D-2	Base cost per call beyond the city limits of Melbourne	Call	10	$70.00	$700.00
D-3	Mileage rate per mile – one way (from pick-up site to Police Department storage facility – as applicable)	Mile	500	$3.00	$1,500.00
D-4	Call wait time by the .25 hour = (15 Minutes) Hourly rate does not begin until truck arrives on scene and recovery work begins.	.25 Hour	4	$17.50	$70.00
			Total D		$5,770.00
			Grand Total A, B, C & D		**$32,860.00**
Separate Charges for Class B and C Wreckers ONLY					
E-1	Removal of drive shaft		Each		$50.00
E-2	Air hook-up		Each		$50.00
E-3	Remove/pull axle		Each		$50.00
E-4	Remove Bumper		Each		$50.00
E-5	Remove air foils		Each		$50.00
E-6	Low Boy Doll Trailer–semi roll back or drop back trailer or truck		Each		$135.00
E-7	Caging Air Brakes (backing off)		Each		$50.00
Low Boy – Truck/trailer Transport (35 ton)					
F-1	Base cost per call within City limits of Melbourne		Call		$135.00
F-2	Base cost per call beyond the City limits of Melbourne		Call		$135.00
F-3	Mileage rate per mile – one way (from pick-up site to Public Works		Mile		NA/0$
Miscellaneous Charges					
G-1	Pickup, delivery & return of 4 police training vehicles.		Monthly		$400.00
G-2	Battery jump start –per call		Each		$70.00
G-3	Single wheel flat tire change – per wheel/per vehicle		Each		$70.00
G-4	Daily outside storage fee, per day		Day		$22.80
G-5	Retrieving vehicles from bodies of water		Hour		$225.00

Melbourne City Council
December 9, 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.18.e.

Subject:
Contract award for traffic signal repair for emergency work.

Background/Consideration:
Florida Department of Transportation (FDOT) and Federal Highway Administration (FHWA) requires that a contract for emergency traffic signal repair work be in place prior to a disaster to qualify for reimbursement. This requirement ensures that supplies and services at predetermined rates and emergency response times are in place to eliminate the potential for price gouging.

The procurement process of advertising and the subsequent evaluation process was conducted in accordance with City, State, and Federal requirements. On October 23, 2025, one bid was received for the Traffic Signal Repair for Emergency Work Contract from Traffic Control Devices, Inc. of Altamonte Springs, FL. Traffic Control Devices, Inc., has performed emergency traffic signal repair for the City of Melbourne in the past, and has done so in a satisfactory and timely manner. Staff found that the bid appeared both responsive and responsible and recommends awarding the contract to the sole bidder, Traffic Control Devices, Inc., of Altamonte Springs, FL.

This contract provides the City, in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program, with a means of restoring the existing signal and traffic communications network to an operational condition when damaged during any widespread disaster the City may endure. Authorization for performance of services shall be in the form of written work orders. The agenda materials provide details on the bids and describe the scope of services.

Fiscal/Budget Impact:
Projects and funding will be identified based on emergency needs.

Requested Action:
Approval of contract award for traffic signal repair for emergency work, Traffic Control Devices, Inc., of Altamonte Springs, FL.

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer

From: Kacie Black, Engineering Contract Manager

Date: November 10, 2025

Re: Contract Award for Traffic Signal Repair for Emergency Work

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Background

Florida Department of Transportation and Federal Highway Administration requires that emergency traffic signal repair work be contracted prior to a disaster to qualify for reimbursement. The requirements ensure supplies and services at predetermined rates and emergency response times. Contracts for emergency traffic signal repair eliminate the potential for price gouging.

Contract Solicitation

The process of advertising and subsequent evaluation process was conducted in accordance with City, State, and Federal requirements. On October 23, 2025 at 11:00 a.m., one (1) bid was received for the above-referenced project. The bidder is as follows;

Traffic Control Devices, Inc., Altamonte Springs, FL	$373,317.00

The dollar value represents one unit of each of the sixty-seven (67) line items listed in the contract for material, labor, and equipment necessary for emergency signal repair. Staff reviewed the unit prices and compared the prices to similar contracts. Traffic Control Devices, Inc., has performed emergency traffic signal repair for the City in the past in a satisfactory and timely manner. Staff found that the bid appeared both responsive and responsible and recommends awarding the contract to the sole bidder, Traffic Control Devices, Inc., of Altamonte Springs, Florida.

Scope of Work

This contract provides the City, in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program, with a means of restoring the existing signal and traffic communications network to an operational condition when damaged during any widespread disaster the City may endure.

Future scopes of service for this contract may include providing labor, equipment, and materials to repair any damaged span-wire and/or mast arm signal installation, provide emergency power, or restore communications.

Contract Terms
The term of the contract is one (1) year with an option to renew for four additional one (1) year periods, up to a cumulative total of five (5) years. The option to renew is by mutual assent of the parties.

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. Notices to proceed will be provided for each work order issued.

Funding Aspects
Funding has not been identified at this time. Projects and funding will be based on emergency needs.

Recommendations
Recommend contract award to Traffic Control Devices, Inc., of Altamonte Springs, Florida for Traffic Signal Repair for Emergency Work following a qualifying disaster.

CITY OF MELBOURNE FLORIDA

BIDDING AND CONTRACT DOCUMENTS

AND CONSTRUCTION SPECIFICATIONS FOR

TRAFFIC SIGNAL FOR EMERGENCY WORK

(ITB-TRAFFIC-0-2025/KB)

OCTOBER 2025

DIVISION “A”

INVITATION TO BID

DIVISION "A"

INVITATION TO BID

Sealed bids will be received by the City of Melbourne, Florida, through the Engineering Department, **900 East Strawbridge Avenue, Melbourne, Florida, 32901**, until **11:00 a.m.,** local time , **OCTOBER 23, 2025,** at which time and place bids will be opened and publicly read for constructing **TRAFFIC SIGNAL REPAIR FOR EMERGENCY WORK. DESCRIPTION OF WORK**

To obtain the services from a licensed firm to provide Emergency Traffic Signal Repair. The work consists of furnishing all material, labor and equipment necessary for Emergency Signal Repair in the City of Melbourne. All work is to be done in accordance to the specifications.

The work must be performed by employees of the Contractor, except that the Contractor not may subcontract more than up to 70% 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 an approved Florida Department of Transportation Prequalified contractor under the Traffic Signal work group type.**

Milestone	Date
Advertisement	September 23, 2025
Deadline for Questions	October 9, 2025
Bid Submittal	October 23 2025
Contract Award	November 11, 2025

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 other 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, national origin, sex, age, disability, religion or family status. Minority and female-owned businesses are encouraged to apply. The City of Melbourne is an equal opportunity employer.

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.

This project is federally funded project subject to all federal mandates as outlined in the Federal Highway Administration (FHWA), Department of Transportation (DOT), Title 23 and Title 49 of the Code of Federal Regulations (CFR). Equal Opportunity Employment (EEO) and Affirmative Action guidelines apply.

END OF SECTION

DIVISION “C”

BID FORM

This is a bid of:
Traffic Control Devices, LLC
242 N Westmonte Dr
Altamonte Springs Fl 32714
Ph: 407-869-5300 Fax: 407-682-0076
(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-TRAFFIC-0-2025/KB under the bid letting date of October 23, 2025 the Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **Traffic Signal Repair for Emergency Work** located in Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any.

The bidder declares that he understands that the quantities shown above are estimates only, and are subject to either increase or decrease; and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decrease in the quantities.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.
If written notice of award of this bid is mailed, telegraphed, 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 in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

BID PROPOSAL

Item Number	Item Description	Unit	Price
0102-108	WOOD POLE, MAX 50', FURNISH AND INSTALL TEMPORARY POLE, FOR PRE-EVENT CONTRACTS ONLY	EA	$3,543.00
0102-109	GUY WIRE FOR WOOD OR CONCRETE POLE, FURNISH AND INSTALL, FOR PRE-EVENT CONTRACTS ONLY	EA	$1,268.00
0630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	$59.50
0630-2-14	CONDUIT, FURNISH & INSTALL, ABOVEGROUND	LF	$48.50
0632-7-1	SIGNAL CABLE- NEW OR RECONSTRUCTED INTERSECTION, FURNISH & INSTALL	PI	$33,898.05
0632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	$18.50
0634-4341	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, PERPENDICULAR	PI	$3,051.00
0634-4342	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, DIAGONAL	PI	$2,477.00
0634-4343	SPAN WIRE ASSEMBLY, INSTALL, SINGLE POINT ATTACH, BOX SPANS	PI	$5,091.00
0634-4351	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, PERPENDICULAR	PI	$4,380.00
0634-4352	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, DIAGONAL	PI	$3,806.00
0634-4353	SPAN WIRE ASSEMBLY, INSTALL, TWO POINT ATTACH, BOX SPANS	PI	$7,313.00
0634-4152	SPAN WIRE ASSEMBLY, F&I, TWO POINT, DIAGONAL	PI	$5,166.00
0634-4153	SPAN WIRE ASSEMBLY, F&I, TWO POINT, BOX OR DROP BOX	PI	$11,711.00
0634-4154	SPAN-WIRE ASSEMBLY, F&I, TWO POINT, OTHER	PI	$11,711.00
0634-4400	SPAN WIRE ASSEMBLY, ADJUST	PI	$2,376.00
0634-4600	SPAN WIRE ASSEMBLY, REMOVE- POLES REMAIN	PI	$2,755.00
0634-5-1	FIBERGLASS INSULATOR, FURNISH & INSTALL	LF	$72.50
0635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	$1,463.00
0635-3-11	JUNCTION BOX, FURNISH & INSTALL, AERIAL	EA	$648.00
0639-1112	ELECTRICAL POWER SERVICE, F&I, OVERHEAD METER NOT REQUIRED	AS	$8,558.00
0639-1122	ELECTRICAL POWER SERVICE, F&I, UNDERGROUND, METER PURCHASED BY CONTRACTOR	AS	$7,688.00
0639-2-1	ELECTRICAL SERVICE WIRE, FURNISH & INSTALL	LF	$8.95
0639-4-3	EMERGENCY GENERATOR - PORTABLE INSTALL- RETROFIT; CITY FURNISHED	EA	$648.00
0639-4-5	EMERGENCY GENERATOR – PORTABLE, MONITOR & REFUEL	HR	$360.00
0639-4-7	EMERGENCY GENERATOR HARNESS, CONTROLLER CABINET RETROFIT – FURNISH & INSTALL	EA	$758.00
0641-2-12	PRESTRESSED CONCRETE POLE, F&I, TYPE P-II SERVICE POLE	EA	$11,317.00
0646-1-11	ALUMINUM SIGNALS POLE, PEDESTAL	EA	$3,147.00
0650-1-50	TRAFFIC SIGNAL, INSTALL	AS	$967.00
0650-1-60	TRAFFIC SIGNAL, REMOVE - POLES TO REMAIN	EA	$287.00
0650-1-11	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 1 SECTION , 1 WAY	AS	$1,235.00
0650-1-12	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 1 SECTION , 2-4 WAY	AS	$2,746.00
0650-1-14	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 3 SECTION, 1 WAY	AS	$2,155.00
0650 1 18	TRAFFIC SIGNAL, FURNISH & INSTALL ALUMINUM, 5 SECTION STRAIGHT, 1 WAY	AS	$3,177.00
0650 1 24	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W/ALUM TOP, 3 SECTION, 1 WAY	AS	$2,077.00
0650 1 25	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE WITH ALUMINUM TOP SECTION, 3 SECTION, 2-4 WAYS	AS	$4,142.00
0650 1 29	TRAFFIC SIGNAL, FURNISH & INSTALL POLYCARBONATE W ALUMIN, 5 SECTION CLUSTER, 1 WAY	AS	$3,177.00
0650-1-80	TRAFFIC SIGNAL, ADJUST/MODIFY EXISTING SIGNAL	AS	$654.00

Item Number	Item Description	Unit	Price
0650-2102	VEHICULAR SIGNAL AUXILIARIES, REPAIR/REPLACE/RETROFIT-FURNISH & INSTALL, BACKPLATE- BLACK W/REFLECT BORDER	EA	$687.00
0650-1-70	TRAFFIC SIGNAL, RELOCATE-INCLUDES REMOVAL AND REINSTALLATION	AS	$852.00
0653-1-11	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 1-WAY	AS	$1,128.00
0653-1-12	PEDESTRIAN SIGNAL, FURNISH & INSTALL LED COUNTDOWN, 2-WAYS	AS	$2,179.00
0653-1-60	PEDESTRIAN SIGNAL, REMOVE PED SIGNAL - POLE/PEDESTAL TO REMAIN	AS	$115.00
0660-3-51	VEHICLE DETECTION SYSTEM-MICROWAVE, ADJUST & MODIFY, CABINET EQUIPMENT	EA	$1,666.00
0660-3-52	VEHICLE DETECTION SYSTEM-MICROWAVE, ADJUST & MODIFY, ABOVE GROUND EQUIPMENT	EA	$2,407.00
0660-4-51	VEHICLE DETECTION SYSTEM-VIDEO, ADJUST & MODIFY, CABINET EQUIPMENT	EA	$1,111.00
0660-4-52	VEHICLE DETECTION SYSTEM-VIDEO, ADJUST & MODIFY, ABOVE GROUND EQUIPMENT	EA	$1,628.00
0665-1-11	PEDESTRIAN DETECTOR, FURNISH & INSTALL, STANDARD	EA	$308.00
0670-4-1	INTERSECTION CONTROL BEACON CONTROLLER ASSEMBLY, FURNISH & INSTALL	AS	$10,893.00
0670-5112	TRAFFIC CONTROLLER ASSEMBLY, F&I, NEMA 2 PREEMPTION	AS	$56,357.00
0670-5121	TRAFFIC CONTROLLER ASSEMBLY, F&I, 170, 1 PREEMPTION PLAN	AS	$56,357.00
0670-5400	TRAFFIC CONTROLLER ASSEMBLY, MODIFY	AS	$2,259.00
0670-5600	TRAFFIC CONTROLLER ASSEMBLY, REMOVE CONTROLLER WITH CABINET	AS	$1,681.00
0670-5-700	TRAFFIC CONTROLLER ASSEMBLY, RESTORE- MINOR REPAIRS	AS	$1,148.00
0678-1104	CONTROLLER ACCESSORIES, REPLACE EXISTING-FURNISH & INSTALL, LOAD SWITCH	EA	$622.00
0678-1109	CONTROLLER ACCESSORIES, REPLACE EXISTING-FURNISH & INSTALL, TYPE 3 TIME SWITCH	EA	$1,187.00
0678-1110	CONTROLLER ACCESSORIES, REPLACE EXISTING-FURNISH & INSTALL, TYPE 4 TIME SWITCH	EA	$1,507.00
0700-3201	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, UP TO 12 SF	EA	$1,024.00
0700-3204	SIGN PANEL, FURNISH & INSTALL OVERHEAD MOUNT, 31-50 SF	EA	$3,454.00
0700-3501	SIGN PANEL, RELOCATE, UP TO 12 SF	EA	$854.00
0700-3601	SIGN PANEL, REMOVE, UP TO 12 SF	EA	$172.00
0700-12-11	SIGN BEACON, F&I GROUND MOUNT-AC POWERED, ONE BEACON	AS	$10,496.00
0700-12-12	SIGN BEACON, F&I GROUND MOUNT-AC POWERED, TWO BEACONS	AS	$11,085.00
0700-12-21	SIGN BEACON, F&I GROUND MOUNT-SOLAR POWERED, ONE BEACON	AS	$13,828.00
0700-12-22	SIGN BEACON, F&I GROUND MOUNT-SOLAR POWERED, TWO BEACONS	AS	$14,398.00
0700-12-31	SIGN BEACON, F&I OVERHEAD MOUNT, ONE BEACON	AS	$9,815.00
0700-12-32	SIGN BEACON, F&I OVERHEAD MOUNT, TWO BEACONS	AS	$10,141.00

Pay Item Notes: Any material not included in the pay items will be cost plus %. 25%

C3

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

Address: 242 N Westmonte Drive

City Altamonte Springs State Florida Zip code 32714

C4

ADDENDUM ACKNOWLEDGEMENT

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

No.____Dated_____

No.____Dated_____

No.____Dated_____

Traffic Control Devices, LLC (SEAL)
Company Name

242 N Westmonte Drive
Address

Altamonte Springs Fl 32714
City, State and Zip

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

George K. Hamil, Vice President
Printed Name and Title

EC13002653
License Number

09-360-4452
Data Universal Number System (DUNS) number

C5

DIVISION “D”

CONSTRUCTION AGREEMENT & COMBINATION PERFORMANCE AND PAYMENT BOND

DIVISION "D"

CONSTRUCTION AGREEMENT
AGREEMENT FOR SERVICES
TRAFFIC SIGNAL REPAIR FOR EMERGENCY WORK

THIS AGREEMENT, made this____day of_____, 20____, by and between the City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and,_____. hereinafter referred to as the "Contractor", for the term specified herein, with the City having the option to extend this Agreement for an additional period of time, upon mutual agreement of the parties, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

WITNESSETH:

1. DOCUMENTS

The following documents are hereby incorporated into and made part of this agreement.

(i) ITB Submittal for the City of Melbourne prepared by Contractor dated October 23, 2025 (Division C).

(ii) Specifications and Contract Documents prepared by the City of Melbourne, "TRAFFIC SIGNAL REPAIR FOR EMERGENCY WORK".

2. SCOPE

Natural Disasters

This contract is to provide the City with a means of restoring to an operational condition existing traffic signals and communications systems damaged during any widespread disaster the City may endure, in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program. The scope of services for this project includes providing labor, equipment, and materials to repair any damaged span-wire and/or mast arm signal installation, provide emergency power, or restore communications. All work performed under this contract shall be in accordance with the latest version of the City of Melbourne Supplemental Specifications for Signalizing and Highway lighting Equipment, Exhibit A attached hereto and incorporated herein and shall be FDOT approved when applicable. Additionally, equipment shall adhere to City of Melbourne Supplemental Specifications for Traffic Control Cabinets when applicable. In the event of conflicting specifications, the local City specifications shall govern. Payments shall be in accordance with the Schedule of Unit Prices, Natural Disaster Restoration.

FHWA/FEDERAL AID ELIGIBLE PROJECTS

This contract is to provide the City with a means to perform work on projects that are eligible for FHWA/Federal Aid, in accordance with the Local Agency Contracting Requirements for the FHWA Emergency Relief Program. The scope of services for this work includes providing labor, equipment and materials to construct the proposed improvements. All work performed under this contract shall be in accordance with the latest version of the City of Melbourne Supplemental Specifications for Signalizing and Highway lighting Equipment, and shall be FDOT approved when applicable. Additionally, equipment shall adhere to City of Melbourne Supplemental Specifications for Traffic Control Cabinets when applicable. In the event of conflicting specifications, the local City specifications shall govern. Payments shall be in accordance with the Schedule of Unit Prices, Natural Disaster Restoration.

Performance Period

Because of the public safety implications, the response time is an essential element of the services for tasks included in this contract. The specific performance periods for various categories are listed below:

The Contractor is to perform the Work under the general direction of the City as defined in the Invitation to Bid and amendments, if any, the Invitation to Bid and any amendments thereto being attached hereto as Division "A" (CITY's Invitation to Bid documents), incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

3. TERM OF AGREEMENT

The period of this Agreement shall be for twelve (12) months, beginning on **_____, 20____, and ending on _____, 20____.** This Agreement may, by mutual written assent of the parties, be extended for four (4) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

4. COMPENSATION

The Contractor agrees to provide the services and materials as specified in its proposal to the City at the cost specified in said proposal, and any amendments thereto being attached hereto as Division "C", incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Division "C" may be increased or decreased by the City under this agreement, through the issuance of a written Addendum.

Any prices specified in this Agreement or Addendum thereto, will remain firm for the term of this Agreement or Addendum period.

5. PAYMENT

Upon acceptance of work by using department of the City, employees and others, the City shall make payment to the Contractor in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using City department. All invoices shall be directed to Accounts Payable, City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901.

7. Exhibits attached and incorporated into this contract include the Combination Payment and Performance Bond and FHWA 1273 Required Contract Federal-Aid Construction Contracts.

WITNESS:

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

Firm_____

Address_____

_____

By:_____Seal)

_____
Title

CITY OF MELBOURNE, FLORIDA

_____
City Manager

Approved by City Attorney
as to form:

_____

ATTEST:

_____(Seal)
City Clerk

PAYMENT BOND

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 100% on each project work order exceeding $50,000 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 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; 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 covenants and agrees that no changes, in or under the Contract documents (including extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the 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.

2. 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.

3. 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

PERFOMANCE BOND

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 100% on each project work order exceeding $50,000 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 include

Invitation to Bid, Instructions to Bidders, Bid Form, Construction Agreement, Performance and Payment Contract Bonds, General Conditions, Technical Specifications, Special Conditions, Federal and State Specifications, and all addenda, if any, issued prior to the opening of bids, 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 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 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 of the Contract or to the work to be performed thereunder, or the 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. 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)

D6

[Signature]

_____ _____
[Printed Name/Title]

WITNESS: (SURETY)

_____ _____(SEAL)
[Signature]

_____ _____
[Printed Name/Title]

COUNTERSIGNED_____

_____
Title

END OF SECTION

Melbourne City Council
December 9, 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.18.f.

Subject:
Amendment to the contract award for Water, Wastewater & Stormwater Repairs for Emergency and Non-Emergency Work Contract modifying award from Hinterland Group, Inc. to Hinterland Group, LLC.

Background/Consideration:
On October 14, 2025, City Council approved the contract award for Continuing Water, Wastewater & Stormwater Repairs for Emergency and Non-Emergency Work to Hinterland Group, Inc. Between the submission of the bid and the contract award, Hinterland Group, Inc. converted from a Florida for Profit Corporation to a Florida Limited Liability Company. The previously approved contract award was not executed due to the name change and this amendment modifies the award to reflect the new company name, Hinterland Group, LLC.

Fiscal/Budget Impact:
Projects and funding will be based on emergency needs.

Requested Action:
Amendment to the contract award for Continuing Water, Wastewater & Stormwater Repairs for Emergency and Non-Emergency Work modifying the award from Hinterland Group, Inc. to Hinterland Group, LLC.

CITY OF MELBOURNE
FLORIDA

BIDDING AND CONTRACT DOCUMENTS

AND CONSTRUCTION SPECIFICATIONS FOR

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY & NON-EMERGENCY WORK

July 2025

DIVISION “C”

BID FORM

This is a bid of:

_____

_____

_____

Ph: Fax:

(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 under the bid letting date of August 19, 2025, the Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY & NON-EMERGENCY WORK,** Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any, issued prior to the date of this proposal at the prices listed herein on attached **Attachment A**. The cost of all other items not shown on Attachment A are incidental and should be included in the cost of listed items.

Award will be based on the total of all lines in the bid proposal that demonstrate the best value for the City. The City reserves the right to add or delete any bid items including optional bid items and award will be based on all selected bid items.

The bidder declares that he understands that the quantities shown above are estimates only, and are subject to either increase or decrease; and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit prices set herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decrease in the quantities.

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement.

The Primary Contractor shall supply all of the labor, supervision, equipment, machinery, tools, materials, transportation, and other incidentals required for water, wastewater and stormwater repairs within the geographical boundaries of the City of Melbourne or within the City's water service area on an as needed or on call basis. The required response time for an emergency repair is to be at the site within two (2) hours for the initial review of the situation. The proposal for the required work will be due by noon the following day. The emergency work shall begin within twenty-four (24) hours of the Notice to Proceed.

If written notice of award of this bid is mailed, telegraphed, 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 in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

City of Melbourne
CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY & NON-EMERGENCY WORK
Bid Schedule and Pay Item Description

PLEASE DOWNLOAD THE EXCEL FILE CALLED:
Attachment “A” Bid Proposal

ATTACHMENT "A"

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
	**ALL ITEMS ARE BASED ON 1 UNIT FOR BIDDING PURPOSES*			
	GENERAL CONDITIONS			
GC-1	Record Drawing	1	LF	$ 2.68
GC-2	Construction Survey	1	LF	$ 2.68
GC-3	Pre-Construction Video	1	LF	$ 2.68
GC-4	Post Construction Storm Pipe Video Inspection	1	LF	$ 2.68
GC-5	Bacteriological Testing and Clearance of Water Mains (actual cost reimbursement by City)		ALLOWANCE ITEM	
GC-6	Density Tests (actual cost reimbursement by City)		---	---
GC-7	Proctor Tests (actual cost reimbursement by City)		---	---
GC-8	Florida Bearing Value Tests (actual cost reimbursement by City)		---	---
GC-9	LBR Test (Load Bearing Ratio) (actual cost reimbursement by City)		---	---
GC-10	Concrete 12" x 6" Cylinder Test (actual cost reimbursement by City)		---	---
GC-11	Applicable Permits (actual cost reimbursement by City)		---	---
GC-12	Clearing & Grubbing	1	SF	$ 20.11
GC-13	Erosion Control	1	LF	$ 10.73
	WASTEWATER			
	Furnish & Install 8-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-1	0' - 6' FT Deep	1	LF	$ 163.83
SWR-2	6' - 8' FT Deep	1	LF	$ 191.14
SWR-3	8' - 10' FT Deep	1	LF	$ 273.06
SWR-4	10' - 12' FT Deep	1	LF	$ 341.32
SWR-5	12' - 16' FT Deep	1	LF	$ 477.85
SWR-6	16' - 20' FT Deep	1	LF	$ 614.38
	Furnish & Install 8-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-7	0' - 6' FT Deep	1	LF	$ 163.83
SWR-8	6' - 8' FT Deep	1	LF	$ 191.14
SWR-9	8' - 10' FT Deep	1	LF	$ 273.06
SWR-10	10' - 12' FT Deep	1	LF	$ 341.32
SWR-11	12' - 16' FT Deep	1	LF	$ 477.85
SWR-12	16' - 20' FT Deep	1	LF	$ 614.38
	Furnish & Install 10-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-13	0' - 6' FT Deep	1	LF	$ 218.44
SWR-14	6' - 8' FT Deep	1	LF	$ 245.75
SWR-15	8' - 10' FT Deep	1	LF	$ 341.32
SWR-16	10' - 12' FT Deep	1	LF	$ 409.58
SWR-17	12' - 16' FT Deep	1	LF	$ 477.85

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
SWR-18	16' - 20' FT Deep	1	LF	$ 614.38
	Furnish & Install 10-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-19	0' - 6' FT Deep	1	LF	$ 218.44
SWR-20	6' - 8' FT Deep	1	LF	$ 245.75
SWR-21	8' - 10' FT Deep	1	LF	$ 341.32
SWR-22	10' - 12' FT Deep	1	LF	$ 409.58
SWR-23	12' - 16' FT Deep	1	LF	$ 477.85
SWR-24	16' - 20' FT Deep	1	LF	$ 614.38
	Furnish & Install 12-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-25	0' - 6' FT Deep	1	LF	$ 245.75
SWR-26	6' - 8' FT Deep	1	LF	$ 341.32
SWR-27	8' - 10' FT Deep	1	LF	$ 409.58
SWR-28	10' - 12' FT Deep	1	LF	$ 546.11
SWR-29	12' - 16' FT Deep	1	LF	$ 682.64
SWR-30	16' - 20' FT Deep	1	LF	$ 819.17
	Furnish & Install 12-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-31	0' - 6' FT Deep	1	LF	$ 245.75
SWR-32	6' - 8' FT Deep	1	LF	$ 341.32
SWR-33	8' - 10' FT Deep	1	LF	$ 409.58
SWR-34	10' - 12' FT Deep	1	LF	$ 546.11
SWR-35	12' - 16' FT Deep	1	LF	$ 682.64
SWR-36	16' - 20' FT Deep	1	LF	$ 819.17
	Furnish & Install 16-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-37	0' - 6' FT Deep	1	LF	$ 273.06
SWR-38	6' - 8' FT Deep	1	LF	$ 409.58
SWR-39	8' - 10' FT Deep	1	LF	$ 546.11
SWR-40	10' - 12' FT Deep	1	LF	$ 682.64
SWR-41	12' - 16' FT Deep	1	LF	$ 819.17
SWR-42	16' - 20' FT Deep	1	LF	$ 955.70
	Furnish & Install 16-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-43	0' - 6' FT Deep	1	LF	$ 273.06
SWR-44	6' - 8' FT Deep	1	LF	$ 409.58
SWR-45	8' - 10' FT Deep	1	LF	$ 546.11
SWR-46	10' - 12' FT Deep	1	LF	$ 682.64
SWR-47	12' - 16' FT Deep	1	LF	$ 819.17
SWR-48	16' - 20' FT Deep	1	LF	$ 955.70
	Furnish & Install 20-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-49	0' - 6' FT Deep	1	LF	$ 341.32
SWR-50	6' - 8' FT Deep	1	LF	$ 477.85
SWR-51	8' - 10' FT Deep	1	LF	$ 614.38
SWR-52	10' - 12' FT Deep	1	LF	$ 750.90
SWR-53	12' - 16' FT Deep	1	LF	$ 887.43

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
SWR-54	16' - 20' FT Deep	1	LF	$ 1,023.96
	Furnish & Install 20-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-55	0' - 6' FT Deep	1	LF	$ 341.32
SWR-56	6' - 8' FT Deep	1	LF	$ 477.85
SWR-57	8' - 10' FT Deep	1	LF	$ 614.38
SWR-58	10' - 12' FT Deep	1	LF	$ 750.90
SWR-59	12' - 16' FT Deep	1	LF	$ 887.43
SWR-60	16' - 20' FT Deep	1	LF	$ 1,023.96
	Furnish & Install 24-Inch PVC - SDR 35 Sewer Main in Right of Way at a depth of:			
SWR-61	0' - 6' FT Deep	1	LF	$ 409.58
SWR-62	6' - 8' FT Deep	1	LF	$ 546.11
SWR-63	8' - 10' FT Deep	1	LF	$ 682.64
SWR-64	10' - 12' FT Deep	1	LF	$ 819.17
SWR-65	12' - 16' FT Deep	1	LF	$ 955.70
SWR-66	16' - 20' FT Deep	1	LF	$ 1,092.22
	Furnish & Install 24-Inch PVC - SDR 35 Sewer Main in Utility Easement at a depth of:			
SWR-67	0' - 6' FT Deep	1	LF	$ 409.58
SWR-68	6' - 8' FT Deep	1	LF	$ 546.11
SWR-69	8' - 10' FT Deep	1	LF	$ 682.64
SWR-70	10' - 12' FT Deep	1	LF	$ 819.17
SWR-71	12' - 16' FT Deep	1	LF	$ 955.70
SWR-72	16' - 20' FT Deep	1	LF	$ 1,092.22
	Furnish & Install C900/C905 Sewer Force Main in Right of Way at a depth of:			
SWR-73	4" PVC Force Main	1	LF	$ 81.92
SWR-74	6" PVC Force Main	1	LF	$ 88.74
SWR-75	8" PVC Force Main	1	LF	$ 95.57
SWR-76	10" PVC Force Main	1	LF	$ 116.05
SWR-77	12" PVC Force Main	1	LF	$ 129.70
SWR-78	16" PVC Force Main	1	LF	$ 184.31
SWR-79	20" PVC Force Main	1	LF	$ 238.92
SWR-80	24" PVC Force Main	1	LF	$ 409.58
SWR-81	36" PVC Force Main	1	LF	$ 716.77
	Reconstruct Sanitary Sewer Lateral Clean-Out			
SWR-82	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (single)	1	EA	$ 3,822.78
SWR-83	Reconstruct Sanitary Sewer 6" Lateral & Clean-out (double)	1	EA	$ 4,641.95
SWR-84	Epoxy Coated Ductile Iron Fittings for Wastewater Force Main with Accessories	1	TON	$ 16,383.36
SWR-85	Additional Pipe Crew Hours for installation greater than 60" cover	1	HR	$ 614.38
	Furnish & Install Mega-Lug Joint Restraint for PVC - C900/C905			
SWR-94	4" Mega-Lug Joint Restraint for PVC	1	EA	$ 88.74
SWR-95	6" Mega-Lug Joint Restraint for PVC	1	EA	$ 116.05
SWR-96	8" Mega-Lug Joint Restraint for PVC	1	EA	$ 163.83

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
SWR-97	10" Mega-Lug Joint Restraint for PVC	1	EA	$ 204.79
SWR-98	12" Mega-Lug Joint Restraint for PVC	1	EA	$ 341.32
SWR-99	14" Mega-Lug Joint Restraint for PVC	1	EA	$ 477.85
SWR-100	16" Mega-Lug Joint Restraint for PVC	1	EA	$ 682.64
SWR-101	20" Mega-Lug Joint Restraint for PVC	1		$ 887.43
SWR-102	24" Mega-Lug Joint Restraint for PVC	1		$ 1,092.22
SWR-103	36" Mega-Lug Joint Restraint for PVC		EA	$ 2,457.50
	Furnish & Install Joint Restraint Gasket)			
SWR-104	4" Joint Restraint Gasket (Field Lok or Fast Grip)	1		$ 116.05
SWR-105	6" Joint Restraint Gasket(Field Lok or Fast Grip)	1	EA	$ 163.83
SWR-106	8" Joint Restraint Gasket(Field Lok or Fast Grip)	1	EA	$ 218.44
SWR-107	10" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 273.06
SWR-108	12" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 341.32
SWR-109	14" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 409.58
SWR-110	16" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 614.38
SWR-111	20" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 682.64
SWR-112	24"Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 1,092.22
SWR-113	30"Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 1,228.75
SWR-114	36"Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 1,638.34
	Furnish & Install Bell Joint Restraint for C900 PVC			
SWR-115	6" PVC Bell Joint Restraint	1	EA	$ 409.58
SWR-116	8" PVC Bell Joint Restraint	1	EA	$ 546.11
SWR-117	10" PVC Bell Joint Restraint	1	EA	$ 614.38
SWR-118	12" PVC Bell Joint Restraint	1	EA	$ 614.38
SWR-119	14" PVC Bell Joint Restraint	1	EA	$ 614.38
SWR-120	16" PVC Bell Joint Restraint	1	EA	$ 614.38
SWR-121	20" PVC Bell Joint Restraint	1	EA	$ 1,023.96
SWR-122	24" PVC Bell Joint Restraint	1	EA	$ 1,297.02
SWR-123	36" PVC Bell Joint Restraint	1	EA	$ 3,822.78
	Furnish & Install Gate Valve & Valve Box			
SWR-124	4" Gate Valve & Valve Box	1	EA	$ 1,365.28
SWR-125	6" Gate Valve & Valve Box	1	EA	$ 1,638.34
SWR-126	8" Gate Valve & Valve Box	1	EA	$ 2,184.45
SWR-127	10" Gate Valve & Valve Box	1	EA	$ 3,276.67
SWR-128	12" Gate Valve & Valve Box	1	EA	$ 3,822.78
SWR-129	16" Gate Valve & Valve Box	1	EA	$ 9,283.90
SWR-130	20" Gate Valve & Valve Box	1	EA	$ 19,113.92
SWR-131	24" Gate Valve & Valve Box	1	EA	$ 26,622.96
SWR-132	36" Gate Valve & Valve Box	1	EA	$ 46,419.52
	Furnish & Install Tapping Sleeve with Valve & Valve Box			
SWR-133	8"x4" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 5,461.12
SWR-134	8"x6" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 6,007.23
SWR-135	8"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 6,553.34

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
SWR-136	10"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 7,372.51
SWR-137	12"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 8,055.15
SWR-138	16" x 6" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 8,191.68
SWR-139	16" x 8" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 8,874.32
SWR-140	Wastewater Force Main 2" Air Release Valve w/Above Ground Cover	1	EA	$ 6,143.76
SWR-141	Wastewater Force Main 2" Air Release Valve w/Manhole	1	EA	$ 10,239.60
	Furnish & Install Insertion Valve with Valve Box			
SWR-142	4" Insertion Valve w/Valve Box	1	EA	$ 11,604.88
SWR-143	8" Insertion Valve w/Valve Box	1	EA	$ 13,652.80
SWR-144	10" Insertion Valve w/Valve Box	1	EA	$ 16,383.36
SWR-145	12" Insertion Valve w/Valve Box	1	EA	$ 30,036.16
	Furnish & Install Line Stop			
SWR-146	4" Line Stop	1	EA	$ 5,188.06
SWR-147	8" Line Stop	1	EA	$ 6,826.40
SWR-148	10" Line Stop	1	EA	$ 8,874.32
SWR-149	12" Line Stop	1	EA	$ 9,556.96
SWR-150	16" Line Stop	1	EA	$ 13,652.80
SWR-151	20" Line Stop	1	EA	$ 21,844.48
SWR-152	24" Line Stop	1	EA	$ 34,132.00
SWR-153	36" Line Stop	1	EA	$ 38,227.84
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Right of Way to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:			
SWR-154	0' - 4' FT Deep	1	LF	$ 9,283.90
SWR-155	4' - 6' FT Deep	1	LF	$ 11,604.88
SWR-156	6' - 8' FT Deep	1	LF	$ 16,110.30
SWR-157	8' - 10' FT Deep	1	LF	$ 17,066.00
SWR-158	10' - 12' FT Deep	1	LF	$ 25,257.68
SWR-159	12' - 14' FT Deep	1	LF	$ 32,766.72
SWR-160	14' - 16' FT Deep	1	LF	$ 51,880.64
SWR-161	16' - 20' FT Deep	1	LF	$ 79,186.24
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole Structure in Utility Easement to include Bench and Ring and Cover including City approved coatings (inside and out) at a depth of:			
SWR-162	0' - 4' FT Deep	1	LF	$ 9,283.90
SWR-163	4' - 6' FT Deep	1	LF	$ 11,604.88
SWR-164	6' - 8' FT Deep	1	LF	$ 16,110.30
SWR-165	8' - 10' FT Deep	1	LF	$ 17,066.00
SWR-166	10' - 12' Feet Deep	1	LF	$ 25,257.68
SWR-167	12' - 14' FT Deep	1	LF	$ 32,766.72
SWR-168	14' - 16' FT Deep	1	LF	$ 51,880.64
SWR-169	16' - 20' FT Deep	1	LF	$ 79,186.24
	****WATER MAIN AND RECLAIMED WATER MAIN**			

ATTACHMENT "A"

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
	****Prices Quoted in the Water Main Section are Interchangeable with Reuse Water Lines and Raw Water Lines as needed**			
	Furnish & Install PVC - C900/C905 Water Main in Right of Way :			
WTR-1	4" PVC Water Main in Utility ROW	1	LF	$ 68.26
WTR-2	6" PVC Water Main in Utility ROW	1	LF	$ 81.92
WTR-3	8" PVC Water Main in Utility ROW	1	LF	$ 88.74
WTR-4	10" PVC Water Main in Utility ROW	1	LF	$ 102.40
WTR-5	12" PVC Water Main in Utility ROW	1	LF	$ 109.22
WTR-6	14" PVC Water Main in Utility ROW	1	LF	$ 122.88
WTR-7	16" PVC Water Main in Utility ROW	1	LF	$ 163.83
WTR-8	20" PVC Water Main in Utility ROW	1	LF	$ 204.79
WTR-9	24" PVC Water Main in Utility ROW	1	LF	$ 245.75
WTR-10	30" PVC Water Main in Utility ROW	1	LF	$ 375.45
WTR-11	36" PVC Water Main in Utility ROW	1	LF	$ 477.85
WTR-12	Additional Pipe Crew Hours for installation greater than 60" cover	1	HR	$ 614.38
	Furnish & Install Cement Lined Ductile Iron Pipe Main in Right of Way :			
WTR-13	6" Ductile Iron Pipe Water Main in Utility ROW	1	LF	$ 68.26
WTR-14	8" Ductile Iron Pipe Water Main in Utility ROW	1	LF	$ 109.22
WTR-15	10" Ductile Iron Pipe Water Main in Utility ROW	1	LF	$ 116.05
WTR-16	12" Ductile Iron Pipe Water Main in Utility ROW	1	LF	$ 136.53
WTR-17	16" Ductile Iron Pipe Water Main in Utility ROW	1	LF	$ 184.31
WTR-18	20" Ductile Iron Pipe Water Main in Utility ROW	1	LF	$ 238.92
WTR-19	24" Ductile Iron Pipe Water Main in Utility ROW	1	LF	$ 273.06
WTR-20	30" Ductile Iron Pipe Water Main in Utility ROW	1	LF	$ 409.58
WTR-21	36" Ductile Iron Pipe Water Main in Utility ROW	1	LF	$ 546.11
WTR-22	Additional Pipe Crew Hours for installation greater than 60" cover	1	HR	$ 614.38
WTR-23	Ductile Iron Fittings for Water Main with Accessories	1	TON	$ 16,383.36
	Furnish & Install Mega-Lug Joint Restraint for DIP			
WTR-24	4" Mega-Lug Joint Restraint for DIP	1	EA	$ 88.74
WTR-25	6" Mega-Lug Joint Restraint for DIP	1	EA	$ 102.40
WTR-26	8" Mega-Lug Joint Restraint for DIP	1	EA	$ 116.05
WTR-27	10" Mega-Lug Joint Restraint for DIP	1	EA	$ 163.83
WTR-28	12"Mega-Lug Joint Restraint for DIP	1	EA	$ 204.79
WTR-29	16" Mega-Lug Joint Restraint for DIP	1	EA	$ 341.32
WTR-30	24" Mega-Lug Joint Restraint for DIP	1	EA	$ 682.64
WTR-31	30" Mega-Lug Joint Restraint for DIP	1	EA	$ 1,774.86
WTR-32	36" Mega-Lug Joint Restraint for DIP	1	EA	$ 2,457.50
	Furnish & Install Joint Restraint Gasket			
WTR-33	6" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 116.05
WTR-34	8" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 163.83
WTR-35	10" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 218.44
WTR-36	12" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 273.06

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
WTR-37	16" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 614.38
WTR-38	20" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 682.64
WTR-39	24" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 1,092.22
WTR-40	30" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 1,228.75
WTR-41	36" Joint Restraint Gasket (Field Lok or Fast Grip)	1	EA	$ 1,638.34
	Furnish & Install Gate Valve & Valve Box			
WTR-42	4" Gate Valve & Valve Box	1	EA	$ 1,365.28
WTR-43	6" Gate Valve & Valve Box	1	EA	$ 1,638.34
WTR-44	8" Gate Valve & Valve Box	1	EA	$ 2,184.45
WTR-45	10" Gate Valve & Valve Box	1	EA	$ 3,276.67
WTR-46	12" Gate Valve & Valve Box	1	EA	$ 3,822.78
WTR-47	14" Gate Valve & Valve Box	1	EA	$ 8,874.32
WTR-48	16" Gate Valve & Valve Box	1	EA	$ 9,283.90
WTR-49	20" Gate Valve & Valve Box	1	EA	$ 19,113.92
WTR-50	24" Gate Valve & Valve Box	1	EA	$ 26,622.96
	Furnish & Install Butterfly Valve & Valve Box			
WTR-66	30" Butterfly Valve & Valve Box	1	EA	$ 19,113.92
WTR-67	36" Butterfly Valve & Valve Box	1	EA	$ 34,132.00
	Furnish & Install Tapping Sleeve with Valve & Valve Box			
WTR-68	6"x4" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 5,188.06
WTR-69	6'X6" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 5,734.18
WTR-70	8"x6" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 6,007.23
WTR-71	8"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 6,553.34
WTR-72	10"x6" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 7,372.51
WTR-73	10"x8" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 7,918.62
WTR-74	10"x10" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 8,055.15
WTR-75	12" x 6" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 7,372.51
WTR-76	12" x 8" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 8,055.15
WTR-77	12" x 10" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 9,556.96
WTR-78	12" x 12" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 12,287.52
WTR-79	16" x 8" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 8,874.32
WTR-80	20" x 6" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 11,604.88
WTR-81	20" x 8" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 12,287.52
WTR-82	20" x 10" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 13,652.80
WTR-83	20" x 16" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 34,132.00
WTR-84	24" x 20" Tapping Sleeve w/Valve & Valve Box	1	EA	$ 57,341.76
	Furnish & Install Line Stop			
WTR-85	4" Line Stop	1	EA	$ 5,188.06
WTR-87	6" Line Stop	1	EA	$ 6,143.76
WTR-88	8" Line Stop	1	EA	$ 7,372.51
WTR-89	10" Line Stop	1	EA	$ 9,283.90
WTR-90	16" Line Stop	1	EA	$ 14,745.02
WTR-91	20" Line Stop	1	EA	$ 22,527.12

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
WTR-92	24" Line Stop	1	EA	$ 38,227.84
WTR-93	36" Line Stop	1	EA	$ 62,802.88
	Fire Hydrants			
WTR-94	Fire Hydrant Assembly (42" Burial) w/elbow for Anchor Tee, Gate Valve & 6" DIP	1	EA	$ 7,099.46
WTR-95	Fire Hydrant Assembly (42" Burial) w/6" Gate Valve & 6" DIP	1	EA	$ 6,826.40
WTR-96	Remove & Replace Fire Hydrant Assembly (36" burial)	1	EA	$ 8,191.68
WTR-97	Remove & Replace Fire Hydrant Assembly (42" burial)	1	EA	$ 8,191.68
WTR-98	Remove & Replace Fire Hydrant Assembly (54" burial)	1	EA	$ 8,191.68
WTR-99	Fire Hydrant Extensions	1	EA	$ 1,160.49
WTR-100	Bollards for Fire Hydrant	1	EA	$ 614.38
WTR-101	Sample Points w/double strap saddle & corp stop	1	EA	$ 1,023.96
WTR-102	Sample Points on Fire Hydrants	1	EA	$ 682.64
WTR-103	2" Blowoff piping with box	1	EA	$ 2,047.92
WTR-104	Water Main 1" Air Release Valve w/ above grade cover	1	EA	$ 6,143.76
WTR-110	6" to 12" Dia. Connection to existing Water Main (Joint Restraint for existing pipe is not included)	1	EA	$ 4,641.95
WTR-111	16" to 24" Dia. Connection to existing water main (joint restraint for existing pipe is not included)	1	EA	$ 7,372.51
WTR-112	30" Dia. Connection to existing water main (Joint restraint for existing pipe is not included)	1	EA	$ 10,239.60
WTR-113	36"Dia. Connection t existing water main (joint restraint for existing pipe is not included)	1	EA	$ 16,383.36
	STORM WATER			
	Furnish & Install 18-Inch RCP Storm Water Main at a depth of:			
STM-1	0' - 6' Ft. deep	1	LF	$ 81.92
STM-2	6' - 8' Ft. deep	1	LF	$ 109.22
	Furnish & Install 24-Inch RCP Storm Water Main at depth of:			
STM-5	0' - 6' Ft. deep	1	LF	$ 136.53
STM-6	6' - 8' Ft. deep	1	LF	$ 197.97
	Furnish & Install 36-Inch RCP Storm Water Mainat a depth of:			
STM-9	0' - 6' Ft. deep	1	LF	$ 252.58
STM-10	6' - 8' Ft. deep	1	LF	$ 477.85
STM-11	8' - 10' Ft. deep	1	LF	$ 682.64
	Furnish & Install 42-Inch RCP Storm Water Main at a depth of:			
STM-15	0' - 8' Ft. deep	1	LF	$ 327.67
STM-16	8' - 10' Ft. deep	1	LF	$ 546.11
STM-17	10' - 12' Ft. deep	1	LF	$ 750.90
	Furnish & Install 60-Inch RCP Storm Water Main at a depth of:			
STM-21	0' - 8' Ft. deep	1	LF	$ 409.58
STM-22	8' - 10' Ft. deep	1	LF	$ 819.17
STM-23	10' - 12' Ft. deep	1	LF	$ 1,092.22
	Furnish & Install 72-Inch RCP Storm Water Main at a depth of:			

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
STM-26	0' - 10' Ft. deep	1	LF	$ 614.38
STM-27	10' - 12' Ft. deep	1	LF	$ 955.70
STM-28	12' - 15' Ft deep	1	LF	$ 1,228.75
	Furnish & Install 84-Inch RCP Storm Water Main at a depth of:			
STM-31	0' - 10' Ft. deep	1	LF	$ 682.64
STM-32	10' - 12' Ft. deep	1	LF	$ 1,092.22
STM-33	12' - 15' Ft deep	1	LF	$ 1,228.75
	Furnish & Install 38-Inch x 60-Inch RCP Elliptical Storm Water Main at a depth of:			
STM-34	0' - 6.5' Ft. deep	1	LF	$ 300.36
STM-35	6.5' - 8' Ft. deep	1	LF	$ 436.89
STM-36	8' - 10' Ft. deep	1	LF	$ 614.38
STM-37	10' - 12' Ft. deep	1	LF	$ 682.64
	Furnish & Install 48-Inch x 76-Inch RCP Elliptical Storm Water Main at a depth of:			
STM-38	0' - 7' Ft. deep	1	LF	$ 409.58
STM-39	7' - 10' Ft. deep	1	LF	$ 819.17
STM-40	10' - 12' Ft. deep	1	LF	$ 1,092.22
	Furnish & Install 58-Inch x 91-Inch RCP Elliptical Storm Water Main at a depth of:			
STM-41	0' - 8' Ft. deep	1	LF	$ 614.38
STM-42	8' - 10' Ft. deep	1	LF	$ 955.70
STM-43	10' - 12' Ft. deep	1	LF	$ 1,228.75
	Furnish & Install 68-Inch x 106-Inch RCP Elliptical Storm Water Main at a depth of:			
STM-45	0' - 10' Ft. deep	1	LF	$ 682.64
STM-46	10' - 12' Ft. deep	1	LF	$ 1,092.22
STM-47	12' - 15' Ft deep	1	LF	$ 1,228.75
	Furnish & Install new FDOT approved Standard Precast Concrete 48" diameter Manhole to			
STM-48	0' - 4' Ft. deep	1	EA	$ 6,143.76
STM-49	4' - 6' Ft. deep	1	EA	$ 8,874.32
STM-50	6' - 8' Ft. deep	1	EA	$ 11,604.88
STM-51	8' - 10' Ft. deep	1	EA	$ 17,066.00
STM-52	10' - 12' Ft. deep	1	EA	$ 20,479.20
	Furnish & Install new FDOT approved Standard Precast Concrete 60" diameter Manhole to			
STM-53	0' - 4' Ft. deep	1	EA	$ 7,509.04
STM-54	4' - 6' Ft. deep	1	EA	$ 10,239.60
STM-55	6' - 8' Ft. deep	1	EA	$ 12,970.16
STM-56	8' - 10' Ft. deep	1	EA	$ 17,748.64
STM-57	10' - 12' Ft. deep	1	EA	$ 21,844.48
	Furnish & Install new FDOT approved Standard Precast Concrete 48" "C" Inlet Structure			
STM-58	Standard Precast Concrete 48" "C" Inlet Structure w/frame and grate at a depth of:			
STM-59	0' - 7' Ft. deep	1	EA	$ 7,918.62
STM-60	7' - 10' Ft. deep	1	EA	$ 10,239.60
STM-61	10' - 12' Ft. deep	1	EA	$ 12,287.52
STM-62	**Furnish & Install new FDOT approved Standard Precast Concrete 48" "E" Inlet Structure**			

ATTACHMENT "A"

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
STM-63	Standard Precast Concrete 48" "E" Inlet Structure w/frame and grate at a depth of:			
STM-64	0' - 7' Ft. deep	1	EA	$ 7,509.04
STM-65	7' - 10' Ft. deep	1	EA	$ 8,874.32
STM-66	10' - 12' Ft. deep	1	EA	$ 11,604.88
STM-67	Optional Pollution Control Device	1	EA	$ 1,365.28
STM-68	**Furnish & Install new FDOT approved Standard Precast Concrete 48" "J" Inlet Structure**			
STM-69	Standard Precast Concrete 48" "J" Inlet Structure w/frame and grate at a depth of:			
STM-70	0' - 7' Ft. deep	1	EA	$ 10,649.18
STM-71	7' - 10' Ft. deep	1	EA	$ 14,745.02
STM-72	10' - 12' Ft. deep	1	EA	$ 20,479.20
STM-73	**Furnish & Install new FDOT approved Standard Precast Concrete 5'x5' Junction Box**			
STM-74	5'x5' Junction Box	1	EA	$ 20,479.20
STM-75	**Furnish & Install new FDOT approved Standard Precast Concrete 10'x10' Junction Box**			
STM-76	10x10 junction box	1	EA	$ 43,688.96
STM-77	**Furnish & Install Fabric Formed Revetment**			
STM-78	8" Filter Point	1	SF	$ 20.48
STM-79	10" Filter Point	1	SF	$ 27.31
STM-80	8-oz NW Geotech	1	SF	$ 10.92
STM-81	10-oz NW Geotech	1	SF	$ 16.38
STM-82	12-oz NW Geotech	1	SF	$ 20.48
	RESTORATION			
R-1	Removal and disposal of 6" thick concrete	1	SF	$ 2.73
R-2	Furnish & Install 4" Concrete	1	SF	$ 6.83
R-3	Furnish & Install 6" Concrete Sidewalk	1	SF	$ 8.19
R-4	Furnish & Install ADA compliant detectable surface	1	EA	$ 2,457.50
R-5	Furnish & Install FDOT Type "D" Curb - by hand	1	LF	$ 61.44
R-6	Furnish & Install FDOT Type "D" Curb - by machine	1	LF	$ 47.78
R-7	Furnish & Install FDOT Type "F" Curb - by hand	1	LF	$ 61.44
R-8	Furnish & Install FDOT Type "F" Curb - by machine	1	LF	$ 47.78
R-9	Furnish & Install FDOT Valley Gutter - by hand	1	LF	$ 61.44
R-10	Furnish & Install FDOT Valley Gutter - by machine	1	LF	$ 47.78
R-11	Furnish & Install Bahia Sod - up to 1000 SF	1	SF	$ 2.73
R-12	Furnish & Install Bahia Sod - over 1000 SF	1	SF	$ 1.37
R-13	Furnish & Install Floratam Sod - up to 1000 SF	1	SF	$ 4.10
R-14	Furnish & Install Floratam Sod - over 1000 SF	1	SF	$ 2.73
R-15	Furnish & Install FDOT seed & mulch mix	1	SY	$ 6.83
R-16	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	1	HR	$ 273.06
R-17	Removal and Disposal of Existing Asphalt Pavement	1	SY	$ 6.83
R-18	Mill Existing Pavement (3/4" - 1" avg)	1	SY	$ 47.78
R-19	Furnish and Install Asphalt Overlay, SP 9.5 (3/4" - 1" avg)	1	SY	$ 34.13
R-22	Furnish and Install 1-1/2" SP-12.5 Asphalt First Course in FDOT/County/City Right of Way	1	SY	$ 47.78

ATTACHMENT "A"

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL
R-23	Furnish and Install 1" Type FC-9.5 Asphalt Surface Course in FDOT/County/City Right of Way	1	SY	$ 61.44
R-24	FDOT Flowable Fill (Excavatable)	1	CY	$ 252.58
R-25	Leak Repairs (structures) - Grouting	1	GAL	$ 47.78
R-26	Abandoned Pipeline Grouting	1	CY	$ 409.58
R-27	6" Limerock/ Crushed Concrete Base, primed	1	SY	$ 24.58
R-28	8" Limerock/ Crushed Concrete Base, primed	1	SY	$ 32.77
R-29	12" Compacted Subgrade, 98% T-180	1	SY	$ 10.92
R-30	Adjust manhole ring and cover to grade	1	EA	$ 1,092.22
R-31	Adjust valve box to grade	1	EA	$ 682.64
R-32	Brick paver remove/replace (1 1/2" sand, 6" limerock base, 12" compacted subgrade)	1	SF	$ 34.13
BY-PASS PUMP SET UP WITH BY-PASS PUMPING				
BP-1	Bypass 8" Sewer Set Up	1	EA	**$ 682.64**
BP-2	Bypass 10" to 12" Sewer Setup	1	EA	**$ 1,365.28**
BP-3	Bypass 15" to 18" Sewer Setup	1	EA	**$ 2,730.56**
BP-4	Bypass 24" Sewer Setup	1	EA	**$ 4,641.95**
BP-5	Bypass 4" Pump Including Monitoring	1	DAY	**$ 614.38**
BP-6	Bypass 6" Pump Including Monitoring	1	DAY	**$ 1,160.49**
BP-7	Bypass 8" Pump Including Monitoring	1	DAY	**$ 2,457.50**
BP-8	Bypass10" Pump Including Monitoring	1	DAY	**$ 3,276.67**
WELL POINT SYSTEM AND DE-WATERING				
WP-1	Well Point system up to 100 points complete with pump and jetting equipment, and Monitoring	1	DAY	**$ 4,200.00**
WP-2	Well Point system with more than 150 points complete with pump and jetting equipment, and Monitoring	1	DAY	**$ 6,000.00**
IMPORTED BACKFILL & REMOVAL OF IN-SITU MATERIAL				
BF-1	Removal & Disposal of unsuitable in-situ material/soil	1	CY	**$ 35.00**
BF-2	Imported Backfill & Compaction	1	CY	**$ 45.00**
			TOTAL	$ 1,966,304.98

Emergency Mobilization/Demobilization Costs for Utility Easement Repairs	**5% of Each Work Order**
Emergency Mobilization/Demobilization Costs for Right of Way repairs	**5% of Each Work Order**
Emergency Maintenance of Traffic (MOT)	**1% of Each Work Order**

Maintenance of Traffic (MOT)

The compensation for MOT shall be one percent (1%) for each work order. This item will be automatically added to each work order by the City and does not

ATTACHMENT "A"

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK

ITEM	DESCRIPTION OF BID ITEM		UNIT	TOTAL

require a bid price by the contractor. This pay item is intended as a lump sum compensation to the contractor for the maintenance of traffic set up in accordance with the latest FDOT and CIty of Melbourne requirements for the life of the project.

Mobilization

The compensation for Mobilization shall be five percent (5%) for each work order. This item will be automatically added to each work order by the City and does not require a bid price by the contractor.

BIDDER SIGNATURE **DATE**

ADDENDUM NO. 1

CITY OF MELBOURNE, FLORIDA
CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY WORK
AUGUST 19, 2025

Contractors submitting a bid for the above-referenced project shall take note of the following changes, additions, deletions, clarifications, etc., to the Plans and Specifications which in accordance with the Contract Documents shall become a part of and have precedence over anything shown or described otherwise.

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

The bid due date be extended to August 29, 2025 at 3:00 PM.

Questions/Answers:

1. Will more than one contractor be awarded?
   One primary and one secondary contractor will be awarded, at the City's discretion.
2. Will there be renewals to the contract?
   Yes, the contract will be one year with 4 optional 1-year renewals.
3. Will price adjustments be allowable based on CPI, tariffs and other escalation factors?
   Price adjustment approvals will be determined at the time of optional renewal.

Clarification No. 1

City of Melbourne, Florida

CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER

REPAIRS FOR EMERGENCY WORK

ITB-WS25-0-2025/KB

August 12, 2025

The due date of the bid is August 22, 2025 at 3:00 PM.

DIVISION “D”

CONSTRUCTION AGREEMENT & PAYMENT & PERFORMANCE 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- Federal Provisions-FEMA
- ☐ 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 _____ (____) consecutive calendar 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

PAYMENT BOND
CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY & NON-EMERGENCY WORK PROJECT

Certified Copy of Recorded Bond/FS 255.05(1)(b): Contractor must provide the City with a certified copy of the bond BEFORE commencing work or recommencing work. The City of Melbourne, as a public entity, ***shall not*** make payment to the contractor until the contractor has complied with this paragraph.

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 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; 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 covenants and agrees that no changes, in or under the Contract documents (including extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the 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.

2. 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.

3. 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

PERFOMANCE BOND
CONTINUOUS CONTRACT FOR WATER, WASTEWATER & STORMWATER REPAIRS FOR EMERGENCY & NON-EMERGENCY WORK

Certified Copy of Recorded Bond/FS 255.05(1)(b): Contractor must provide the City with a certified copy of the bond BEFORE commencing work or recommencing work. The City of Melbourne, as a public entity, ***shall not*** make payment to the contractor until the contractor has complied with this paragraph.

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 of the Contract or to the work to be performed thereunder, or the 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. 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

Melbourne City Council
December 9, 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.18.g.

Subject:
Professional Services selection for the Facilities Condition Assessment and Master Plan and authorization to negotiate a contract.

Background/Consideration:
The process to select a consultant for the Facilities Condition Assessment and Master Plan began on August 1, 2025, with a public advertisement requesting qualifications from interested professional firms. The process for advertisement and the subsequent evaluation process was conducted in accordance with the Consultant Competitive Negotiations Act (CCNA), F.S. 287.055.

On October 10, 2025, eight (8) consultants submitted qualification statements:

- TLC Engineering Solutions, Inc., Melbourne, FL
- The Roderick Group, LLC, Orlando, FL
- Terracon Consultants, Inc., Merritt Island, FL
- Kimley Horn and Associates, Inc., Vero Beach, FL
- Architects Design Collaborative, Port St. Lucie, FL
- Bureau Veritas Technical Assessments LLC, Coral Gables, FL
- Cape Design Engineering Co., Melbourne, FL
- Construction Engineering Group, Inc, Melbourne, FL

The qualification statements were reviewed, and the committee short-listed four (4) firms.

- Construction Engineering Group, Inc, Melbourne, FL
- Terracon Consultants, Inc., Merritt Island, FL
- Kimley Horn and Associates, Inc., Vero Beach, FL
- Bureau Veritas Technical Assessments LLC, Coral Gables, FL

These four (4) firms were invited to participate in interviews before the selection committee; however, Construction Engineering Group withdrew on December 2, 2025 due to workload and availability concerns. Presentations with the remaining three (3) firms are being held on December 4, 2025. Each applicant will be allotted 30 minutes for a presentation followed by a 15-minute question

and answer period. Each of the consultants was asked to discuss their organization, experience, approach and challenges to the project.

The evaluation committee will use score sheets to rank the consultants and these scores will be used as the basis for the final recommendation. The committee will meet briefly following the interviews and collect the final score sheets from each of the evaluation committee members.

The consultant presentations and evaluation committee meeting will not be complete at the time of publication of this agenda package. A final memo including the results of the evaluation committee's scoring along with the final recommendation regarding the awarded firm will be provided as a blue memo on Friday, December 5, 2025 for Council's consideration.

Fiscal/Budget Impact:
No fiscal impact at this time. When the contract is awarded, funding will come from Project No. 12023

Requested Action:
The requested action will be included in the December 5, 2025 blue memo.

Melbourne City Council
December 9, 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.18.h.

Subject:
Agreement for medical physicals and scans for the Police Department.

Background/Consideration:
Police Department staff require annual medical physicals as set forth by their collective bargaining agreement. Life Scan is the current provider used to perform NFPA 1582-compliant physicals to ensure overall wellness and fitness-for-duty of the Fire Department. Life Scan provides several other tests and diagnostic services that have been proven to provide early detection of more serious medical conditions, including cancer and cardiac-related issues. In most instances, early detection leads to early treatment, providing a more favorable prognosis and outcome. Additionally, Life Scan includes a 10-Panel Drug Screen and nicotine testing for those that require them built into their base costs. The Police Department seeks to use Life Scan for the annual physical of Sworn Law Enforcement Officers based upon the benefits experienced by the Fire Department personnel.

The attached agreement is for a term of two (2) years commencing on the date of the last signature and may be renewed for two (2) additional one-year terms.

Contract/Solicitation:
Per the CIty Procurement Manual and Florida Statutes, health services are exempt from the State and City competitive procurement requirements.

Fiscal/Budget Impact:
Funding of $111,056 is available from account 42000521-531090 - Police Department - Medical Services.

Requested Action:
Approval of the agreement for medical physicals and scans for the Police Department, Life Scan Wellness Centers, Tampa, FL - amount not to exceed $111,056.

PROFESSIONAL SERVICES AGREEMENT BETWEEN

LIFE EXTENSION CLINICS, INC. D/B/A: LIFE SCAN WELLNESS CENTERS

AND CITY OF MELBOURNE – MELBOURNE POLICE DEPARTMENT

THIS AGREEMENT is made between the **City of Melbourne – Melbourne Police Department** (hereinafter **"MPD"**) and Life Scan Wellness Centers (hereinafter "Life Scan").

WHEREAS, MPD and Life Scan have entered into a Professional Services Agreement (hereinafter "PSA") to provide annual Life Scan Physicals that are NFPA 1582 and NFPA 1583 compliant per Scope of Services Attachment A.

WHEREAS, The PSA shall be for a term of two (2) years commencing on the _____ day of_____, 20___ and may renew for two (2) additional one (1) year terms upon mutual agreement of terms and conditions.

WHEREAS, the PSA provides that will compensate Life Scan for each Physical performed per Life Scan Pricing Attachment A. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the unit prices as shown on the attached fee schedule (the "Contract Price"). While our pricing is listed on a per-patient basis for transparency, departments will be billed per day of service. This structure ensures operational efficiency and cost-effectiveness, particularly when departments request extended service periods (e.g., 4 weeks or 20 days). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

WHEREAS, the PSA provides that Life Scan and **MPD** will mutually agree to a time and place to perform the Life Scan Physicals and that will provide the location for the on-site physicals.

WHEREAS, the PSA provides that Life Scan and **MPD** may agree that Life Scan is to perform additional work at when requested by **MPD**;

WHEREAS, the PSA stipulates that **MPD** may be subject to a 5% late fee for each 30-day period following the receipt of an invoice from Life Scan."

NOW THEREFORE, in furtherance of the above, the Parties agree to the following:

Life Extension Clinics, Inc. **D/B/A: Life Scan Wellness Centers**	**City of Melbourne –** **Melbourne Police Department**
By: *(signature)* Print Name: Title: DATE:	By: *(signature)* Print Name: Title: DATE: Department Address:

2026 Department Scheduling And Additional Testing Agreement

DEPARTMENT INFORMATION		2026-
City of Melbourne – Melbourne Police Department		
Point of Contact		**Billing Address**
Ryan Schorer		250 West NASA Blvd.
(O) 321-608-6520	(C) 321-288-7863	Melbourne, FL 32901
Ryan.schorer@mlbfl.org		
Invoice POC		**Blood Draw Location**
Name: Maritza Palm		250 West NASA Blvd.
Email: Maritza.palm@mlbfl.org		Melbourne, FL 32901
		Physicals Location
		250 West NASA Blvd.
		Melbourne, FL 32901

BLOOD DRAW INFORMATION
Collection Type: X RX to Station
Members go to local Lab Corp a maximum of 45 days and a minimum of 10 days prior to physicals. *Reminder, members need to fast 10 hours prior to blood draw*

BLOOD DRAW INFORMATION			
Collection Type: Not Applicable	**Centrifuge Needed?**	Yes	No

BLOOD DRAW INFORMATION	
Collection Type: X Life Scan On-Site	
Times: TBD by PD, will need a few days with later times	**Dates of Blood Draw:** 2/16-2/20/2026

CHEST X-RAY INFORMATION	
Date: Not Applicable	**Time:**
Department to provide names, DOB and a list of members available per day a minimum of 14 days prior to scheduled X-Ray dates.	

PHYSICALS INFORMATION		
Set-Up: 7:30am	**Start:** 8:30am	**Dates of Physicals:**
Appts: 8:30am, 11:30am, 2:30pm		Mon, March 16 – Fri, April 10, 2026
Members: 176	**Days:** 20	**No Weekends**
9 appts available per day.		

ADDITIONAL LABS AND TEST: Check if you agree to additional test/labs				
Yes	**Test/Lab**	**Price**	**QTY**	**Notes**
X	Wellness	$595	176	
X	On-Site Blood Draw	$36	176	

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

2026 Department Scheduling And Additional Testing Agreement

BLOOD DRAW REQUIIREMENTS

Members who do not participate in the on-site blood draws will need to bring their script to a local Lab Corp. For accurate results, blood draws need to be performed between 45 days and 10 days prior to scheduled physicals. *Reminder, members need to fast 10 hours prior to blood draw*

PHYSICALS REQUIREMENTS

3 private rooms (10 x 10 is sufficient), one room needs to have a treadmill with at least a 15% incline. Each room should have a trash can and a small table and two chairs if possible.

Our staff will need to connect to the WiFi to chart findings during the exam. If your WiFi requires a password to gain access, please provide it here. **WiFi Password:**

If WiFi is not provided, a $50 fee per week is applicable.

CLIENT AGREEMENT:

Agreement must be signed and returned a minimum of 60 days prior to scheduled physicals. If dates of physicals are not confirmed a minimum of 60 days prior to, Life Scan Wellness reserves the right to release the dates.

While our pricing is listed on a per-patient basis for transparency, please note that departments will be billed **per day of service**. Each scheduled day includes **up to 9 patient slots**, and we staff and travel our clinical teams accordingly. This structure ensures operational efficiency and cost-effectiveness, especially when departments request extended service periods (e.g., 4 weeks or 20 days).

As an authorized representative, I have reviewed and agree to these terms, dates, additional tests, labs, and pricing.

Representative Name and Title

Representative Signature

Signed Date

Jennifer Connelly – Administrative Director
Life Scan Representative Name and Title

Outlook

RE: Life Scan documents

From Adam Conley <Adam.Conley@mlbfl.org>
Date Tue 11/25/2025 12:16 PM
To Ryan Schorer <Ryan.Schorer@mlbfl.org>; Kellen Simmons <Kellen.Simmons@mlbfl.org>
Cc SM-City Attorney <City.Attorney@mlbfl.org>; Eric Crawford <Eric.Crawford@mlbfl.org>

Cmdr. Schorer,

The proposed agreement with Life Scan is substantially similar to that approved by Council for MFD. I have a couple comments as you move this forward:

1. I encourage you to run this through Procurement for their review;
2. For the PSA document, the entity name intended to be filled-in should be “City of Melbourne” or “City of Melbourne – Melbourne Police Department”, but not merely “Melbourne Police Department”;
3. As with the MFD agreement, this will be signed by the City Manager upon Council consent approval; and
4. Please see MFD’s CivicPlus item from 4/22/25 (Item C.12.b.) for language for a Council consent agenda item

Thanks,
Adam

Adam M. Conley
City Attorney
City Attorney’s Office
City of Melbourne
900 E. Strawbridge Ave.
Melbourne, FL 32901
(321) 608-7240
adam.conley@mlbfl.org

City of Melbourne The Harbor City

From: Ryan Schorer <Ryan.Schorer@mlbfl.org>
Sent: Tuesday, November 25, 2025 12:07 PM
To: Adam Conley <Adam.Conley@mlbfl.org>; Kellen Simmons <Kellen.Simmons@mlbfl.org>
Cc: SM-City Attorney <City.Attorney@mlbfl.org>; Eric Crawford <Eric.Crawford@mlbfl.org>
Subject: Re: Life Scan documents

Yes, sorry I thought both were attached. I believe this is the attachment/agreement. Thanks.

V/r

Commander Ryan Schorer #367

Melbourne Police Department

Support Services Division

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

Quote

Date Sent: 2025-07-14
Exp. Date: 2026-12-31

Prepared for
Melbourne PD
Melbourne FL
Member Exams: TBD
Eric Crawford

NAME	PRICE	QTY	SUBTOTAL
Comprehensive Hands On Physical Includes Mandatory Administrative, EMR, and Data Fee with Behavioral Health Assessments	$595.00	1	$595.00
			$595.00

Total Per Person **$595.00**

This quotation is subject to the following terms and conditions:

1. Minimum of 45 appointments to come on site. Can combine multiple departments or use self pay spouses and retirees to get to this number.

2. Pricing subject to annual increase

3. Pricing is based on 9 patients per day, 45 per week. All scheduled appointments will be billed.

Additional Info:

1. Detailed scope of work can be found on page 2

2. Additional testing that can be added to the exam is listed on page 3 & 4

Public Safety Physical Exam (NFPA 1582 Compliant)	
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Behavioral Health Eval - Epworth Sleep, PCL-5, PHQ-9	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Titmus Occupational Vision Exam	Included
Breast Exam with Self-Exam education	Included
Personal Consultation with review of testing results	Included
Laboratory Tests:	
Comprehensive Metabolic Panel, Blood Chemistry	Included
Complete Blood Count, Hematology Panel	Included
Hemoccult Stool Test for Colon Cancer Screening	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
Men: PSA (Prostate cancer marker) and Testosterone	Included
Women: CA-125	Included
Ultrasound Screenings (Early Detection of Heart Disease and Cancer):	
Echocardiogram (Heart Ultrasound)	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasounds	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Men: Prostate and Testicular Ultrasounds	Included
Women: Ovaries and Uterus Ultrasounds	Included
Cardiopulmonary Testing & Fitness Eval (NFPA 1583 &IAFF WFI)	
Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Included
EKG, 12 Lead	Included

Public Safety Physical Exam (NFPA 1582 Compliant)

Spirometry, PFT with OSHA Respirator Medical Clearance	Included
Fitness tests for muscular strength & endurance	Included
VO2 Max Calc for Aerobic Capacity	Included
Body Weight and Composition	Included
Personal Fitness Rx	Included

OPTIONAL TESTS AVAILABLE	LINE ITEM COST
Chest X-Ray, 2 view with radiologist review	$108.00
Lumbar X-Ray, 2 view with radiologist review	$108.00
Hazmat Cholinesterase	$108.00
Hazmat Heavy Metals	$108.00
Hepatitis A Screening Test	$71.00
Hepatitis A Titer	$51.00
Hepatitis B Screening Test	$85.00
Hepatitis B Titer	$47.00
Hepatitis C Screening Test	$78.00
HIV Test, Gen 4	$43.00
PPD TB Skin Test	$43.00
QuantiFeron Gold TB Blood Test	$114.00
Tdap (Tetanus, Diphtheria, Pertussis) Titer	$43.00
Varicella Titer	$40.00
Nicotine	$83.00
Vitamin D	$27.00
Apolipoprotein B (inflammation test)	$27.00
C-reactiveProtein	$22.00
Homocysteine	$22.00
Lp(a) Cardiac Inflammation Test	$44.00
OSHA Respirator Mask Fit Testing (PortaCount)	$68.00
Drug Screen, I CUP	$68.00

Life Scan Wellness Centers
1011 N Macdill Ave Tampa, FL 33607
813-876-0625

OPTIONAL TESTS AVAILABLE	LINE ITEM COST
Drug Rescreen with confirmation	$78.00
Medical Review Officer (MRO) as indicated/secondary review	$156.00
Guardian Fitness, Nutrition, & Mental Health App Subscription - Per Member for the entire year, please ask for more info regarding the app and its benefits	$36.00
Phlebotomist (Blood Draw) Fee	$36.00
Labs Drawn without Appointment	$100.00
Form Fee - Add'l forms needing to be filled out by APRN (per form)	$50.00
Secure Wifi if not provided by department (per week)	$50.00

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Rebecca Thibert
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.18.i.

Subject:
Bullet Proof Vest Partnership (BVP) Grant Application.

Background/Consideration:
The U.S. Department of Justice is seeking applications for the Patrick Leahy Bulletproof Vest Partnership (BVP) program. The BVP Program is an initiative designed to provide a critical resource for state and local law enforcement.

The BVP program will provide funding for reimbursement of 50% of the cost of bulletproof vest purchases. The vests purchased under this program are to replace existing vests that have reached the end of their life cycle and to equip new hires.

Funding will be used to purchase a total of 73 vests; 63 for the Melbourne Police Department and 10 for the Airport Police Department, over the next two years for a total estimated cost of $ $51,830. A 50% match is required for the program, with $22,365 being funded by the Melbourne Police Department and $3,550 funded by the Airport Police Department.

Fiscal/Budget Impact:
The BVP program will provide funding for reimbursement of 50% of the cost of bulletproof vest purchases.

Requested Action:
Approval of Resolution No. 4392.

RESOLUTION NO. 4392

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE FOR FY2025 BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM FUNDS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Bulletproof Vest Partnership Grant Acts of 1998 and 2000 were established to save the lives of law enforcement officers by helping state, local, and tribal governments acquire armored vests through this program to be administered by the U.S. Department of Justice; and

WHEREAS, the Bulletproof Vest Program provides a 50% match to fund the purchase of bulletproof vests; and

WHEREAS, the City of Melbourne Police Department and Melbourne Airport Authority Police Department issue bulletproof vests as part of the basic equipment for an officer; and

WHEREAS, grant funds in the estimated amount of $25,915 will be used to purchase 63 vests for the Melbourne Police Department and 10 vests for the Melbourne Airport Authority Police Department. The total program cost is estimated to be $51,830, of which the City's portion is $22,635 and the Melbourne Airport Authority's portion is $3,550.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Manager is authorized to submit an application to the U.S. Department of Justice's FY2025 Bulletproof Vest Grant Program for funds in the amount of $25,915 to improve the Melbourne Police Department and Melbourne Airport Authority Police Department equipment and maintain a professional law enforcement service.

SECTION 2. That the City Manager is authorized and directed to apply for the grant; accept the grant, should an award be rendered; and execute all documents relating thereto.

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

SECTION 4. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2025.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4392

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Rebecca Thibert
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.18.j.

Subject:
2025 Brevard Prepares Local Mitigation Strategy Development Plan

Background/Consideration:
The Disaster Mitigation Act of 2000 requires state and local governments to coordinate hazard mitigation planning and implementation efforts. Every five (5) years, Brevard County must submit a multi-jurisdictional Local Hazard Mitigation Strategy (LMS) Plan to the State's Division of Emergency Management.

The City of Melbourne has one (1) member and one (1) alternate member appointed to the Brevard Prepares Local Mitigation Steering Committee. The committee members are active participants in the drafting of the Plan and make recommendations for mitigation projects.

As the LMS plan is 238 pages, an executive summary prepared by Brevard County Emergency Management and the City of Melbourne's mitigation-related strategies and mechanisms are included within the agenda package. The full plan is available for review in the City Manager's Office.

Approval and adoption of the Brevard Prepares LMS Development Plan is necessary in order to maintain eligibility for future hazard mitigation project grant funding.

Fiscal/Budget Impact:
There is no fiscal impact from this item.

Requested Action:
Approval of Resolution No. 4393.

September 26, 2025

John Scott, Director
Brevard County Emergency Management
1751 Huntington Lane
Rockledge, FL 32955

Re: Brevard County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Scott,

This is to confirm that we have completed a State review of the Brevard County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Brevard County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Brevard County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

Brevard County, Unincorporated	City of Cape Canaveral
Brevard Public Schools	City of Cocoa Beach
City of Titusville	City of Satellite Beach
City of Cocoa	City of Indian Harbour Beach
City of Rockledge	Town of Indialantic
Town of Palm Shores	Town of Melbourne Beach
Town of Melbourne Village	Parrish Medical Center
City of West Melbourne	City of Melbourne
City of Palm Bay	Port Canaveral
Town of Grant Valkaria	Town of Malabar

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Brevard County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Evan Jenkins at Evan.Jenkins@em.myflorida.com or 850-443-4280.

Respectfully,

Kristin Lentz Digitally signed by Kristin Lentz
Date: 2025.09.30 13:28:39 -04'00'

Laura Dhuwe,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

LD/ej

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch

Brevard County Hazard Mitigation Plan

2025

What is Hazard Mitigation?

Hazard mitigation is any action that minimizes the risk of a hazard by reducing vulnerability and exposure. Risk is the relationship between probability, exposure, vulnerability and impacts. There are two types of hazard mitigation. Each type has a different approach to reducing risk. The table below describes the types of mitigation.

Types of Hazard Mitigation		
Type	**Description**	**Examples**
Structural	Physical modifications to infrastructure, buildings, or the environment to lessen hazard risk	Building seawalls Retrofitting buildings to resist damage from airborne objects Converting developed areas to greenspace
Non-structural	Methods other than construction that reduce the risk from hazards	Upgrading building codes Changing land use regulations Public education

Purpose

All of Brevard County completes hazard mitigation projects with the idea that spending money now will save money later. According to a 2019 National Institute of Building Sciences report, every dollar spent mitigating a hazard can save up to thirteen dollars in the recovery phase. These savings benefit the entire community. Households benefit by saving money on their insurance premiums and rebuilding costs. Local governments benefit from smaller shocks to their budget from the lower cost of recovery, and a faster return of services. The return of services helps the community benefit with a shorter time to a new normal.

The purpose of the Hazard Mitigation Plan is to be the framework through which mitigation activities are conducted in Brevard County. It establishes a structured, methodical approach to assessing risks, setting goals, and identifying solutions. Having the plan in place ensures that the County and its jurisdictions are prepared to act quickly when funding or resources become available. The data gathered about hazards, demographics, and vulnerability is shared with the community. The entire process provides an avenue for multijurisdictional coordination, allowing data to be shared, projects to be aligned, and capabilities to be strengthened across the entire County.

The Brevard County Local Mitigation Strategy has guided mitigation activities for the County and its jurisdictions for almost 30 years. It has long been the broad brush used to encourage communities reduce their risk through mitigation. The Local Mitigation Strategy has been renamed to the Brevard County Hazard Mitigation Plan to better encapsulate the whole mitigation concept in Brevard County. It captures the planning process, risk analysis, and strategy formulation that guide mitigation efforts in the county. The change also represents a return to Brevard's roots, as the original version of this document was a Hazard Mitigation Plan. By restoring that title, the County aligns with national terminology for the same planning mechanism, ensuring consistency with federal partners while clearly communicating the purpose of the plan.

Background

The Hazard Mitigation Plan spans more than two decades and reflects lessons learned from disasters. Each version of the plan represents the changing landscape of Brevard County and how it conducts mitigation. The plan was first written in 1998 and was influenced by the Florida Division of Emergency Management's Local Mitigation Strategy initiative. The Local Mitigation Strategy initiative led to the formation of Brevard Prepares, the first coordinated effort to formalize hazard mitigation planning. National initiatives and a growing recognition that proactive hazard mitigation was critical to reducing disaster losses continued to shape the plan.

In 2000, the Disaster Mitigation Act amended the Stafford Act, requiring jurisdictions seeking Federal Emergency Management Agency funding to adopt a Hazard Mitigation Plan. This legislation also established Hazard Mitigation Assistance (HMA) programs such as the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) program, and the Pre-Disaster Mitigation (PDM) program. In 2002, Brevard County adopted its first formal revision of the Hazard Mitigation Plan, which introduced the overarching goal of creating a "Disaster Resistant Community."

The 2004 hurricane season brought four storms to the State of Florida and a renewed interest in hazard mitigation in Brevard County. In this period, the County invested in Mitigation 20/20 software, which offered a templated approach but caused the plan to expand to almost 2,000 pages. The flooding brought by Tropical Storm Fay in 2008 galvanized a stronger commitment to flood mitigation across the county.

The modern plan period began in 2015, when the plan was updated and shortened to approximately 500 pages. This shorter version of the plan still maintained the intent of the original document but condensed and removed sections where possible. Hurricane Matthew in 2016 caused multiple Hazard Mitigation Grant Program applications from organizations throughout the county. Hurricane Irma impacted Brevard County in 2017 and resulted in an allocation of over $13 million for the Hazard Mitigation Grant Program. There were over 20 projects submitted to the Steering Committee for support to apply for the grant funding. In 2020, the COVID-19 pandemic complicated the plan update and forced flexibility for holding planning meetings. The 2025 update has continued the modernization of the Hazard Mitigation Plan by removing redundancies and increasing flexibility for a changing environment.

Hazard Mitigation Plan Resources

The Brevard County Hazard Mitigation Plan is supported by a wide range of plans, strategies, statutes, and technical resources. These materials provide the legal framework, policy guidance, and scientific data needed to ensure that mitigation planning is comprehensive, evidence-based, and aligned with state and federal standards.

Key statutory and regulatory references for the entire plan include:

- County and Municipal Codes of Ordinances
- Emergency Management Plans
- Florida State Statutes
- Land Development Regulations
- Local Comprehensive Plans
- The State of Florida Hazard Mitigation Plan

In addition to the above sources, the threat and hazard identification and risk assessment incorporates a variety of technical resources, datasets, and historical documents including:

- Brevard County Emergency Management Comprehensive Emergency Management Plan
- Brevard County Geographic Information Systems databases
- Previous versions of Brevard County's Local Mitigation Strategy
- Federal Emergency Management Agency's National Risk Index
- Florida Forestry Service wildfire risk data
- Jurisdictional planning documents such as Comprehensive Plans, Future Land Use Plans, and Capital Improvement Plans
- National Climatic Data Center archives
- National Oceanic and Atmospheric Administration datasets
- National Weather Service records and forecasting tools
- Sea Level Rise studies conducted by the City of Cape Canaveral and Brevard County

Threat and Hazard Identification and Risk Assessment

The risk assessment uses available data to provide a data-based approach for mitigation in Brevard County. The information in this assessment assists stakeholders to make their case for mitigation proposals. It is the central resource for the hazards and how their effects impact Brevard County.

Disasters and Brevard County

Since 1972, Brevard County has been designated in 45 Presidentially Declared Disasters. Since 2020, Brevard County has seen impacts from multiple hazards. Five incidents resulted in Presidentially Declared Disasters including one pandemic and four hurricanes.

For a full listing of historical weather events to hit Brevard County, including economic, agricultural and human impacts, view the National Climatic Data Center data at the following website: http://www.ncdc.noaa.gov/stormevents/

For a full listing of Presidential Disaster Declarations, visit the following website: http://www.fema.gov/presidential-disaster-declarations

Initial Threat and Hazard Identification

Brevard County is vulnerable to a wide range of threats and hazards. The Federal Emergency Management Agency requires an evaluation of a full range of hazards. This risk assessment evaluates natural, technological, and human-caused hazards that are reasonably likely to occur in Brevard County.

The following hazards have been evaluated and profiled:

Natural – hazards caused by weather, geologic, or environmental processes

- Tropical cyclones, including high winds and storm surge
- Flooding, including coastal and inland flooding
- Tornado
- Severe Thunderstorms
- Coastal Erosion
- Sea Level Rise
- Severe Winter Storms
- Extreme Heat
- Drought
- Wildfire
- Tsunami
- Space Weather and Geomagnetic Storms
- Disease Outbreak

Technological and Human-Caused – hazards caused accidentally, deliberately, or by the presence of human technologies

- Dam/Levee Failure
- HazMat Incident
- Radiological Release
- Communications Failure
- Terrorism
- Cyber Attack
- Transportation Accident
- Civil Disorder

Not Profiled

- Earthquakes – there is no fault near Brevard County
- Sinkholes – the topography and composition of the ground in the county is not conducive to sinkhole formation

Mitigation Capabilities and Development Summaries

Melbourne

Community Development Department

The Community Development Department processes all applications for annexations, comprehensive plan amendments, rezonings, subdivision plats, conditional uses, and formal site plans. The Community Development Department is responsible for ensuring that the Comprehensive Plan meets all statutory requirements including coastal management components such as the designation of coastal high hazard areas principles for hazard mitigation and addressing coastal flooding events. This Department is also charged with ensuring that all development and redevelopment is consistent with the City's Comprehensive Plan and Land Development Regulations.

Public Works and Utilities Department

The Public Works and Utilities Department is responsible for providing potable drinking water, wastewater treatment, and reclaimed water for properties within the City's service areas. The water service area includes approximately 170,000 customers both within the City of Melbourne and outside of the municipal limits. The City's wastewater system serves approximately 80,000 customers. The City also maintains 25 miles of reclaimed water lines. This Department maintains all City owned roadways and drainage facilities. Such infrastructure includes storm water conveyance and flood control structures as well as all City owned roadways. This Department also plays an important role regarding hurricane preparedness and post-storm recovery.

Engineering Department

The Engineering Department coordinates the City's NPDES permits with the Florida Department of Environmental Protection. This Department also administers the City's Stormwater Utility. The City of Melbourne's Stormwater Utility was established in 1999 to address localized flooding as well as environmental issues related to stormwater runoff. The City of Melbourne uses these funds to construct flood prevention projects, as well as stormwater treatment systems that clean polluted stormwater before it can enter Melbourne's waterways.

Police Department

The Melbourne Police Department has over 265 law enforcement professionals who are dedicated to providing modern, efficient police services. The Department is committed to provide a safe and secure environment for every person in the City by controlling crime, reducing the fear of victimization, and maintaining a visible presence. The Marine Patrol provides emergency services to residents and visitors on public waterways. The Department is also responsible for coordinating evacuation procedures during times of emergencies or natural disasters. In addition, the Police Department provides supervision and direction during post-recovery periods (including re-entry into the City after a storm).

Fire Department

The Department is committed to responding to community needs by providing for the protection of life and property through innovative Emergency Medical Care, Fire Suppression, and Hazard Mitigation Services. All eight fire stations are licensed in advanced life support and are staffed by paramedics. Fire Department personnel also aid in community disaster relief. This Department is charged with the evaluating and updating of the City's Emergency Management Plan. The Fire Department also works

closely with the Brevard County Emergency Management personnel regarding hurricane preparation and other potential emergency conditions. The Code Compliance Division is responsible for public education, building inspections, and fire investigations.

Code Compliance Division

The Code Compliance Division reviews building permit applications for new structures, demolition of existing structures, as well as renovations and additions to existing buildings. All development permit applications are reviewed by the Code Compliance Division for compliance with National Flood Insurance Program requirements as well as all local Code regulations. The Code Compliance Division serves as the storehouse for Flood Maps, Elevation Certificates, and other related documents. The Community Rating System Coordinator position is also located within this department.

Development

From a development standpoint, the City of Melbourne has maintained its commitment to not increasing vulnerability. In 2017, the City updated its Coastal Management Element to address peril of flood requirements. The amendments reinforced activities that the City is already undertaking, including participation if the National Flood Insurance Program Community Rating System (CRS) and enforcement of the Florida Building Code and federal floodplain regulations. The amendments also proposed that the City undertake a study to evaluate options regarding the establishment of Adaptation Action Areas (AAAs) in locations that experience coastal flooding due to high tide events, storm surge, and the related impacts of sea level rise. This study will include public input and participation. A final modification pertained to the definition of the Coastal High Hazard Area. Two new maps and several map updates were also adopted as part of the Coastal Management Element amendments. The map revisions included a depiction of the 2060 High Water Scenario for Sea Level Rise as identified by the National Oceanic and Atmospheric Administration (NOAA), an identification of Future Land Use categories in the coastal area, and recognition of the City’s Coastal High Hazard Area as identified by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) Model. In addition, the City has annexed almost three-square miles of property west of I-95. This property, which is part of the St. Johns River floodplain, will be given a Conservation Future Land Use Map designation. A Conservation designation will provide for the long-term protection and preservation of this environmentally sensitive natural resource. This wetland mitigation bank area will comprise a greenbelt on the City's western edge that protects Lake Washington, the primary source of drinking water for the City of Melbourne.

Mitigation Mechanisms

Melbourne		
Building Code		
IE.O1.P27	Acquire property to ensure proper maintenance of facilities on private land***(e)Hazardous materials discharge shall be prohibited. No entity and/or individual shall discharge into any stream, lake, the ground, the air, the public sewer or stormwater management system, any hazardous materials defined in this section or which would be harmful or dangerous to persons, animals or	All areas
Capital Improvement Element		
CIE.O.1.2	Public expenditures that subsidize development in the coastal high hazard areas will be limited to those improvements that are consistent with the Future Land Use Element, Coastal Management Element and Conservation Element.	All areas
CIE.P.1.2.1	The City shall expend funds in coastal high hazard areas for the replacement and renewal of existing public facilities, consistent with this comprehensive plan.	All areas
CIE.P.1.2.2	The City shall continue to provide or require provision of recreational facilities within coastal high hazard areas as needed, consistent with this comprehensive plan.	All areas
CIE.P.1.2.3	The City shall continue to expend funds to maintain existing facilities and services at their existing capacity and level-of-service.	All areas
CIE.P.1.4.3	The City shall continue to maintain an inventory of any existing hazards within the City by using the hazards analysis and hazards mitigation criteria established within the Brevard County Comprehensive Emergency Management Plan and shall also identify any grant sources available to mitigate the hazards listed on the hazard inventory.	All areas
Stormwater Projects		
SW Improvements	North Riverview Dr. treatment $150,000	Required Retrofit
SW Improvements	Beachside-drainage treatment $50,000	Required Retrofit
SW Improvements	Dairy Road—Kanawha drainage improvements $150,000	Required Retrofit
SW Improvements	TMDL treatment—SW Canal $850,000	Required Retrofit
SW Improvements	North Sarno Retrofit1 $250,000	Required Retrofit
SW Improvements	Retrofit stormwater devices— Olde Eau Gallie/Downtown Melbourne $500,000	Required Retrofit
SW Improvements	S. Expansion Streetscape Phase I $225,000	Required Retrofit

SW Improvements	Headwalls at Various Locations $500,000	Required Retrofit
SW Improvements	Water Quality Master Plan $1,250,000	All Areas
SW Improvements	Sherwood Park Water Quality $500,000	Required Retrofit
SW Improvements	Eau Gallie Dam Demucking $200,000	Required Retrofit
SW Improvements	Line Street Water Quality $575,000	Required Retrofit
SW Improvements	House of Lights Quality Control Retrofit $550,000	Required Retrofit
SW Improvements	Lime Street SW Quality Retrofit $300,000	Required Retrofit
SW Improvements	Garfield St. North SW Quality Retrofit $800,000	Required Retrofit
SW Improvements	Garfield St. South SW Quality Retrofit $900,000	Required Retrofit
SW Improvements	Autumn Woods Quality Retrofit $27,5000	Required Retrofit
Water/Wastewater Projects		
W/W Improvements	Replacement of 2", 4", & 6" water lines $3,750,000	Required Retrofit
W/W Improvements	Construct 10" waterline to the Willows Subdivision $40,000	New Construction
W/W Improvements	Additional high service pump at SWTP $700,000	Required Retrofit
W/W Improvements	Construct a new 36" water transmission main from WTP to McGraw $926,160	New Construction
W/W Improvements	Construct enclosure for filtration basins $1,200,000	New Construction
W/W Improvements	Construct a north booster discharge main $880,000	New Construction
W/W Improvements	Relocate 20" water main around airport $1,750,000	New Construction
W/W Improvements	Construct a 16" water main crossing the Indian River $8,750,000	New Construction
W/W Improvements	Additional water storage facilities $1,600,000	New Construction
W/W Improvements	Replacement odor control system $1,500,000	Required Retrofit

W/W Improvements	Replace deteriorated sewer force mains $8,750,000	New Construction
W/W Improvements	Install new D.B. Lee WRF gravity interceptor $1,600,000	New Construction
W/W Improvements	Install new western lift station and force main to D.B. Lee WRF gravity interceptor $1,500,000	New Construction
W/W Improvements	Renovate lift stations including installing permanent standby generators $8,750,000	Required Retrofit
W/W Improvements	Install lift station #6 force main $2,220,000	New Construction
W/W Improvements	Rehabilitate sewer lines $8,138,200	Required Retrofit
W/W Improvements	Install new force main from western FM to Hibiscus gravity sewer $1,375,000	New Construction
W/W Improvements	Grant St. WRF Reuse Improvements Phase 2 $5,650,000	New Construction
W/W Improvements	Rehabilitate sanitary sewer manholes $2,559,133	Required Retrofit
W/W Improvements	New lift station (Dairy Road location) $675,000	New Construction
W/W Improvements	Facility improvements at Grant Street WRF $6,800,000	New Construction
City Code		
II.12.41.3	Prohibit the placement of manufactured homes (mobile homes),...***(c) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes (mobile homes) park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Section 50.52(6)(b), and the elevation standards of subsection (A)(1) above are met.	All areas
II.13.2.a	The flood hazard areas of the city ...***The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.	All areas
II.13.2.b	... occupancy in flood hazard areas by uses vulnerable to floods ...***The safety of access to the property in times of flood for ordinary and emergency	All areas

II.13.3.1	Restrict or prohibit uses which are dangerous to health, safety ...***The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.	All areas
II.13.3.2	Require that uses vulnerable to floods ...***Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.	All areas
II.13.3.3	Control the alteration of natural floodplains, stream channels ...***General standards for all areas of special flood hazard.	All areas
II.13.3.4	Control filling, grading, dredging and other development ...***New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.	All areas
II.13.3.5	Prevent or regulate the construction of flood barriers ...***New construction or Substantial improvements shall be constructed by methods and practices that minimize flood damage.	All areas
II.13.4.1	To protect human life and health...***(1) Residential construction. New construction or substantial improvement of any residential structure shall have the lowest floor, including basement, elevated no lower than the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection (3)	All areas
II.13.4.2	To minimize expenditure of public money for costly flood control projects***b. Electrical, plumbing, and other utility connections are prohibited below the base flood elevation.	All areas
II.13.4.3	To minimize the need for rescue and relief efforts associated with flooding***(4) Floodways. Located within areas of special flood hazard established in section 9-5 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris and potential projectiles and has erosion potential, the following provisions shall	All areas
II.13.4.4	To minimize prolonged business interruptions***a. Prohibit encroachments, including fill, new construction, substantial improvements and other developments unless certification (with supporting technical data) by a registered professional engineer is provided demonstrating that encroachments shall not result in any increase in flood levels during	All areas
II.13.4.5	To minimize damage to public facilities and utilities ...***b. If subsection (4)a. above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this chapter.	All areas

II.13.4.6	... sound use and development of floodprone areas ...***All subdivision proposals shall be consistent with the need to minimize flood damage.	All areas
II.13.4.7	... potential home buyers are notified that property is in a flood area.***All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood	All areas
II.27.17	Uncontrolled drainage ... has a significant adverse impact upon the health***1. It shall be illegal and subject to the penalties provided herein for any person to construct, or arrange for, authorize, or participate in the construction of a development project within the incorporated area of the Town of Malabar without first obtaining a valid permit to construct either a stormwater management system (hereinafter referred to as a Type A Permit) or a flood protection-stormwater management system, when applicable, (hereinafter referred to as Type B Permit) pursuant to this ordinance.	All areas
II.27.17.7	Improperly managed storm water runoff ... flooding ...***When a development project is determined to be within a flood hazard zone according to the procedure set forth in Section 1-8.7(20)(a)--(e) [1-8.7(19)(a)--(e)], a Type B Permit shall be required and the project shall be reviewed under the criteria of Section 1-8.7 and must meet the following additional criteria:	All areas
II.27.17.9	Substantial economic losses result ...***When a development project is determined to be within a flood hazard zone according to the procedure set forth in Section 1-8.7(20)(a)--(e) [1-8.7(19)(a)--(e)], a Type B Permit shall be required and the project shall be reviewed under the criteria of Section 1-8.7 and must meet the following additional criteria:	All areas
II.27.18.12	To prevent damage from flooding ...***The velocity of the regulatory flood must not be adversely altered on any watercourse.	All areas
II.27.23.a.1	... storm water management systems shall be designed to prevent flood ...***The flood protection elevation shall be set for each project at the elevation of the regulatory flood plus one (1) foot. In "coastal high hazard zones," the flood protection elevation shall be established with consideration given to wind-drive wave action.	All areas
II.27.23.b.4	Runoff computations shall be based on the most critical situation ...***Residential buildings must have the lowest floor elevated to the flood protection elevation for that site.	All areas
II.27.23.b.5	All storm water management facilities ... a minimum of twenty-year life***Industrial, commercial or other non-	All areas

	residential buildings must have the lowest floor elevated to the flood protection elevation or be floodproofed as	
IV.2.32.137.	... apply for and obtain a septic tank permit ...***G. Flood Prone Land and Wetland Preservation. In order to promote and preserve natural hydrological conditions and to preserve water recharge areas, water supply and water quality, and natural habitats, the following regulations shall be applied to	All areas
IV.2.32.182	Sanitary nuisances***1. Flood Prone Land. Construction in flood prone areas shall comply with the Town's flood plain management policies.	All areas
IV.2.32.186	Unlawful use of temporary wastewater treatment facility***The purpose of this surface water management policy is to protect the health, safety, and welfare of the citizens of the Town of Malabar; to implement those drainage objectives and policies found in the Public Facilities element of the Town's Comprehensive Plan; to ensure protection of land and improvements together with natural resources through the use of responsible stormwater management and flood protection practices; to ensure replenishment of the Town's surficial aquifer system and to provide a continuing usable water supply; and to ensure compliance with level of service criteria and concurrency management policies established in the Comprehensive Plan.	All areas
XII.18.A	Mobile home parks ... efficient, economical and aesthetically pleasing ...***All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.	All areas
XII.18.A.a.1	The minimum size of the site to be developed for a mobile home park ...***(d) All areas Base flood elevation data shall be provided for subdivision proposals and other proposed development (including manufactured home parks and subdivisions) which is greater than the lesser of fifty (50) lots or five (5) acres.	All areas
XII.18.A.a.8	All mobile home parks must be connected to public water and sewer lines.***Located within the areas of special flood hazard established in section 9-5 are areas designated as shallow flooding areas. ...	All areas
XX.a	SITE PLAN APPROVAL FOR MULTIPLE-FAMILY DWELLING DISTRICTS***Conserve and protect the natural environment including wetlands, natural habitat, drainage corridor, flood prone lands, and other environmentally sensitive lands; and ...	All areas
Comprehensive Plan		
FLUE.O.1.1	The City shall discourage and/or reduce urban sprawl.	All areas

FLUE.P.1.1.1	The City shall encourage infill development through the following mechanisms: • The use of higher density/intensity and mixed-use land use categories in areas desirable for infill development; • The use of density bonuses or targeted redevelopment programs; • Prioritizing capital improvements funding in a manner that generally assigns first priority to the renewal, reuse and/or rehabilitation of existing facilities or the replacement of existing obsolete or worn out facilities as a preferred alternative to new construction when feasible	All areas
FLUE.P.1.9.1	It is the intent of the "Conservation" land use category to provide for the long term protection and preservation of environmentally sensitive natural resource systems. The Conservation land use category is established for the long term management protection and preservation of publicly or privately owned lands that contain valuable natural resources such as wetlands, floodplains, aquifer recharge areas, and unique ecological habitat. If it is impractical to designate the area containing conservation resources as Conservation due to size, location, or other factors, the City shall have the option of obtaining a conservation easement from the property owner(s) to protect the area. Areas covered by a conservation easement shall be treated the same as areas designated as Conservation on the FLUM.	All areas
FLUE.P.1.9.2	No development is permitted within the Conservation land use category, except to support passive use and maintenance of the land. The City shall not permit development on properties designated as Conservation on the Future Land Use Map except as follows: natural resource land management activities, clearing and/or construction of walking trails; construction of boardwalks for direct access to water bodies; construction of wildlife management shelters, footbridges, observation decks and similar structures not requiring dredging and/or filling for their placement; and clearing and/or construction of electric utility, storm water management, water, or waste water infrastructure as needed to provide a public service.	All areas
FLUE.O.1.10	The Agriculture land use category accommodates single family dwelling units on large lots, agricultural uses, and supporting infrastructure and public facility uses. The maximum intensity for supporting infrastructure and public facility uses shall be .5 FAR. This land use category is intended for lands west of 1-95 which have been historically utilized or zoned for agricultural uses and those properties which can support estate sized residential uses. Lands designated as Agriculture on the FLUM are primarily associated with a greenbelt along the	All areas

	City's Western boundary. This greenbelt encompasses both historically active agricultural properties and conservation lands in an area east of the St. Johns River and Lake Washington. The greenbelt provides a protective buffer for Lake Washington, the City's principal source of potable water.	
FLUE.P.1.15.1	The protection of natural resources shall be accomplished by one or more of the following techniques, based on the degree of protection required: • Limitations on development density and intensity; • Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site; • Limitations of building coverage or impervious surface coverage; • Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts; and • Evaluation of proposed land use map amendments to ensure that they do not fail to protect natural resources. Determination of the degree of protection required and the imposition of requirements to accomplish protection shall be part of the application and review process and may result in conditions on development approvals.	All areas
FLUE.P.1.15.4	The development approval process shall ensure that new development and redevelopment is consistent with natural drainage patterns, and shall require appropriate stormwater management systems consistent with the adopted drainage level of service, natural drainage patterns, and topography and soil conditions.	All areas
FLUE.P.1.15.5	Flood plains and floodways shall be identified during the development review process and development shall be limited consistent with FEMA requirements.	All areas
FLUE.P.1.16.1	Proposed development, redevelopment, changes in zoning, and land use plan amendments shall be coordinated with the Brevard local mitigation strategy and the regional hurricane evacuation study.	All areas
FLUE.P.1.16.2	Development shall not be permitted seaward of the CCCL except where authorized by the appropriate state and federal permits. The development review process shall recommend or require the use of natural area and environmentally sensitive areas for conservation land use, based on the degree of protection required and, where	All areas

	possible, for passive recreation use through dedication of easement.	
FLUE.P.1.16.3	Development within the CHHA, as depicted on the FLUM shall not exceed ten dwelling units per acre.	All areas
FLUE.P.1.16.4	Population densities in the CHHA shall be coordinated with the East Central Florida Regional Planning Council Hurricane Evacuation Study, as updated from time to time.	All areas
FLUE.P.1.16.5	The City shall implement the applicable recommendations of the Brevard Local Mitigation Strategy.	All areas
PSFE.P.1.3.7	The City of Melbourne, in conjunction with the School District and the municipalities within the City of Melbourne shall identify issues relating to public school emergency preparedness, such as: The determination of evacuation zones, evacuation routes, and shelter locations; the design and use of public schools as emergency shelters; the designation of sites other than public schools as long-term shelters, to allow schools to resume normal operations following emergency events.	All areas
IE.SSE.G.1	To develop, operate and maintain an environmentally sound, economically efficient wastewater collection, treatment and disposal system for meeting the current and future needs within the City's Urban Service Area.	All areas
IE.SSE.P.1.1.3	Continue to operate and maintain existing collection lines and transmission mains at their present size and capacity in conjunction with the ongoing maintenance, upgrading and expansion program.	All areas
IE.SSE.O.1.2	To correct existing facility deficiencies as needed and to prevent future facility deficiencies.	All areas
IE.SSE.P.1.2.3	If a sanitary sewer transmission line is located within 300 feet of a proposed development or redevelopment project, said project shall be required to connect to the public sanitary sewer system at the owner/developer's expense.	All areas
IE.SSE.O.1.3	The City shall ensure that future demands can be met, while maintaining adequate capacity by designing and building the necessary wastewater facilities.	All areas
IE.SSE.P.1.3.7	Maintain the proper operation of the wastewater biosolids handling and disposal systems at the D.B. Lee and Grant Street WRFs.	All areas
IE.SSE.P.1.3.8	Continue to investigate those areas where septic tanks are in use within the planning area to determine the feasibility of providing collection/transmission lines for the central sewer system and encourage connection.	All areas
IE.SWE.P.1.1.4	Encourage safe disposal of hazardous waste.	All areas

IE.SWE.P.1.1.5	Promote proper disposal of bio- hazardous waste.	All areas
IE.SWE.O.1.2	To continue to ensure that adequate landfill facilities are available for disposal of solid waste collected within the Melbourne Planning Area, through cooperative and supportive actions where appropriate.	All areas
IE.DE.G.1	To provide a safe, environmentally sound stormwater management and drainage system within the Melbourne Planning Area.	All areas
IE.DE.O.1.1	To continue to provide stormwater management and drainage facilities to accommodate runoff from frequently occurring and seldom occurring storm events; the City's annual work program and development regulations will be used to accomplish this objective.	All areas
IE.DE.P.1.1.1	Maintain and enhance existing and develop new minor drainage systems for handling runoff from frequently occurring (e.g., two-, five- and ten-year) storm events consistent with the Future Land Use Element	All areas
IE.DE.P.1.1.2	Similarly maintain existing and develop new major drainage systems and regulated floodways for handling seldom occurring (e.g., 25- and 100-year) storm events.	All areas
IE.DE.P.1.1.3	Ensure that all stormwater management and drainage facilities comply with existing City, State and Federal stormwater management ordinances and regulations.	All areas
IE.DE.P.1.1.4	Establish design and operational criteria for all drainage facilities, based on the Engineering Design Standards and Procedures Manual.	All areas
IE.DE.P.1.1.5	The level of service (LOS) standards for the Drainage system facilities developed within the City of Melbourne's USB shall be as follows: • Ensure that all new detention facilities are designed to handle at least the 25-year/24¬hour storm event as a minimum requirement in accordance with the City's Stormwater Ordinance. • Using the development approval process, ensure that all retention facilities are designed to handle at least the first inch of runoff from impervious surfaces and the runoff from the first inch of rainfall over natural surfaces, as a minimum.	All areas
IE.DE.P.1.1.6	Via the land development regulations, require design of drainage systems which protect the functions of natural groundwater recharge areas and natural drainage features, and which maintain or enhance groundwater quality.	All areas
IE.DE.P.1.1.7	Acquire property or easements to ensure continued proper maintenance of systemwide drainage facilities located on privately owned lands.	All areas

IE.DE.P.1.2.1	Adopt interlocal agreements or take other multi-jurisdictional initiatives to evaluate proposals addressing drainage areas that extend across jurisdictional boundaries.	All areas
IE.PW.O.1.4	To coordinate expansion of potable water facilities to meet future needs without contributing to urban sprawl.	All areas
IE.PW.P.1.4.3	Ensure that any extension of the distribution system does not contribute to urban sprawl.	All areas
IE.PW.P.1.4.6	The City will ensure adequate water supplies are available to serve new projects prior to the issuance of a development order.	All areas
IE.RE.P.1.1.1	Prohibit uses that would be detrimental to the recharge area. Prohibited uses include: disposal of liquefied petroleum products or hazardous substances, underground storage of liquefied petroleum products or hazardous substances, automotive and marine repair facilities, automotive impounding yards, automotive and marine paint and body shops, solid waste disposal activities, new sanitary sewage treatment plants, including privately owned package plants and septic systems.	All areas
IE.RE.P.1.1.1	Limit the amount of lot coverage in surficial aquifer recharge areas to ensure an adequate quantity of water for recharge. The maximum allowable impervious surfaces in these areas shall be 65 percent.	All areas
CME.O.1.1	The City shall continue to protect, conserve and enhance wetlands, living marine resources, coastal barriers, and wildlife habitat by limiting impacts of development or redevelopment.	All areas
CME.P.1.1.13	The City shall support and coordinate with the St. Johns River Water Management District, the Department of Environmental Protection, the Army Corps of Engineers, and/or any other regulatory agency having jurisdiction in order to conserve, enhance, and protect coastal wetlands.	All areas
CME.O.1.3	The City shall protect beaches and dunes by enforcing coastal construction standards that minimize the impacts of manmade structures on beach and dune systems; and require the restoration of altered beaches and dunes, as needed.	All areas
CME.P.1.3.1	Ensure compliance with the Florida Department of Environmental Protection (DEP) Coastal Construction Control Line (CCCL) regulations that require location of construction a sufficient distance landward of the beach to permit natural shoreline fluctuations and to preserve dune stability. Construction may occur to the extent that the natural storm buffering and protection	All areas
CME.P.1.3.2	Retention of existing dunes is required. New construction must be designed to avoid impacts to the dunes, and will be restricted to areas landward of the primary dune line.	All areas

CME.P.1.3.3	New construction in coastal areas where dunes have already been damaged or destroyed is required to restore those dune areas.	All areas
CME.P.1.3.4	The City will encourage activities that protect and rebuild coastal dunes. This action will be accomplished by supporting the activities of private and public agencies (for dune restoration purposes).	All areas
CME.P.1.3.5	The City shall continue to cooperate with Brevard County, the U.S. Army Corps of Engineers and the Florida Department of Environmental Protection to re-nourish public beaches.	All areas
CME.P.1.3.6	New access to the beach will be confined to elevated structures, subject to Florida Department of Environmental Protection approval and compliance with ADA requirements.	All areas
CME.P.1.3.7	Motorized vehicles shall be prohibited from operating on dune systems, except in emergency situations.	All areas
CME.P.1.4.2	Industrial uses along any waterfront in the City shall be discouraged and shall only be permitted for uses that are water- dependent and conform to performance criteria established in the land development code.	All areas
CME.O.1.5	The City shall use the capital improvements program and annual budget to limit public expenditures that subsidize development in the coastal high hazard area, except for restoration or enhancement of natural resources.	All areas
CME.P.1.5.1	The use of local funds to subsidize new development in the coastal high hazard area shall be prohibited.	All areas
CME.P.1.5.3	Public funds may be expended for infrastructure improvements in cases where a threat exists to the public health, safety or welfare. Such improvements may involve infrastructure necessary to ensure adequate hurricane evacuation, clean drinking water, proper sanitary sewage collection and disposal, and proper stormwater management. The annual budget process and the development review process will be used to assess the appropriateness of the proposed public expenditures.	All areas
CME.O.2.1	The City shall continue to direct population concentrations away from the coastal high-hazard area, through implementation of the future land use map and through the development review and approval process.	All areas
CME.P.2.1.1	The City shall restrict residential densities for development within the coastal high-hazard areas to ten units per acre, except for the 160-unit Beach Club Condominium complex that is constructed at a density of 14.95 dwelling units per acre. This property is located on the south side of Eau Gallie Boulevard, approximately 2,150 feet west of SR Al A.	All areas
CME.P.2.2.1	Residential densities and the intensity of employment centers on the barrier island shall be limited through the Future Land Use Element and development regulations, to	All areas

	protect the ability of evacuation routes to efficiently handle projected traffic.	
CME.P.2.2.2	The City shall continue to examine the future land use pattern within the CHHA to protect the ability of evacuation routes to efficiently handle projected traffic.	All areas
CME.P.2.2.3	For dense residential developments such as apartments and condominiums outside the coastal high hazard area, the City shall encourage the construction of on-site shelters for the project residents that would meet safety standards to withstand up to a Category 4 or Category 5 hurricane.	All areas
CME.P.2.2.4	The City shall continue to work with Brevard County to ensure efficient evacuation procedures are implemented and upgraded as needed for timely evacuation.	All areas
CME.P.2.2.5	The City shall continue to work with Brevard County and the Red Cross to develop an on-going public education program to notify the public as to the necessity to evacuate as quickly as possible.	All areas
CME.P.2.2.6	The City shall participate in Brevard County's disaster related exercises.	All areas
CME.P.2.3.2	Procedures for post-disaster action shall include a system for distinguishing between immediate repair and clean-up actions needed to protect the public health and safety, versus long-term repair and redevelopment activities.	All areas
CME.P.2.3.3	Reconstruction shall be required to meet current standards for coastal construction and dune protection and restoration, so as to reduce future exposure.	All areas
CME.P.2.3.4	Recommendations provided by local agencies and in interagency hazard mitigation reports will be reviewed as available and will be implemented as feasible.	All areas
CME.O.2.6	The City shall prohibit inappropriate uses and mitigate the flood peril to existing and planned development in coastal areas that are at a high risk of flooding due to storm surge, high tide events, stormwater runoff, flash floods, and sea level rise.	All areas
CME.P.2.6.1	The City shall continue to require that construction seaward of the Coastal Control Construction Line is consistent with Chapter 163, Florida Statutes.	All areas
CME.P.2.6.2	The City will continue to participate in the National Flood Insurance Program Community Rating System to diminish flood losses and to attain flood insurance premium discounts for Melbourne residents.	All areas
CME.P.2.6.3	The City will continue to enforce the requirements of the current edition of the Florida Building Code and the federal flood plain management regulations to ensure that new	New Constructi on

	development in high risk areas is designed and constructed to minimize flood damage. Such development requirements include the use of flood resistant materials, requiring higher minimum floor elevations, etc.	
CME.P.2.6.4	By 2020, the City shall undertake a study to evaluate options regarding the establishment of Adaptation Action Areas (AAAs) in municipal locales that experience coastal flooding due to high tide events, storm surge, and the related impacts of sea level rise. The study will examine the areas shown on Map VI-7 (2060 Sea Level Rise) that are vulnerable to coastal flooding and identify needed adaptation measures and infrastructure improvements to improve resiliency in these areas.	All areas
CME.P.2.6.5	The City will continue to assess risks to life and property within coastal areas and implement appropriate development and redevelopment strategies to reduce such risks.	All areas
CME.P.2.6.6	The Coastal High Hazzard Area (CHHA) is defined as the area below the elevation of the Category 1 storm surge as defined by the Sea, Lake, and Overland Surges from Hurricanes (SLOSH) model. The City will continue to restrict maximum residential densities in this area. The CHHA is depicted on Map VI-3.	All areas
CME.P.2.6.7	Sea level rise, as projected by the National Oceanic and Atmospheric Administration, will be considered in future decisions concerning the design and location of new infrastructure and public facilities in areas at risk for coastal flooding.	Public Facilities
CME.P.2.6.8	The City is actively acquiring over two miles of property adjacent to the Indian River Lagoon for use as waterfront open space and a linear park. The City will continue to investigate the feasibility of acquiring land adjacent to the Indian River Lagoon and its tributaries, where such areas could provide open space, visual access, or provide passive recreational opportunities.	All areas
CME.P.2.6.9	The City shall provide safe and adequate evacuation capabilities by cooperating and coordinating with the Florida Department of Transportation and Brevard County to facilitate movement over state and county roads during emergencies.	All areas
CME.P.2.6.10	The City shall cooperate with state, regional, and county agencies to maintain or reduce hurricane evacuation times and work with Brevard County to ensure suitable hurricane shelter space.	All areas
CE.P.1.1.1	The City will continue to utilize its development regulations in conjunction with this element to encourage preservation, protection, enhancement and conservation of those areas	All areas

	which have limitations or are environmentally sensitive, such as wetlands, flood hazard areas or areas with severe soil limitations.	
CE.P.1.3.10	The owner/developer of all development in the City of Melbourne which requires formal site plan approval, including, but not limited to, any platting of land shall be required to perform an environmental impact assessment. If the assessment, which must be done by a qualified professional, indicates the presence of any protected species or critical habitat which supports such species, no final development order shall be issued until the regulating agency (Department of Interior, St. Johns River Water Management District, Florida Game and Fresh Water Fish Commission or other regulating agency) has reviewed the environmental assessment and indicated what requirements, limitations or restrictions must be imposed. Those stipulations and/or management plans recommended by the applicable regulatory agency or agencies will be included in the City's development order.	All areas
CE.P.1.4.4	The City will continue active participation in the Federal Flood Insurance Program.	All areas
CE.P.1.6.2	The City will make every effort to protect the primary recharge areas in the coastal ridges from adverse development or other activities which would destroy their natural function.	All areas
CE.P.1.6.3	The City will encourage preservation and maintenance of secondary recharge areas to enhance their recharge potential.	All areas
CE.P.1.6.4	The City will encourage diversion of stormwater runoff to recharge areas whenever feasible rather than discharge the runoff to surface water bodies.	All areas
CE.P.1.7.1	The City will require management of stormwater runoff to prevent diminished water quality, flooding, loss of groundwater recharge, soil erosion, sedimentation in receiving surface waters and lowering of the water table.	All areas
1.7.3	The City will encourage the use of best management practices to maintain swamps, marshes, flood plains and other wetlands for stormwater management.	All areas
CE.P.1.7.4	The City will ensure that new developments are designed to minimize, to the greatest degree practicable, changes in the quantity, quality, rate and temporal characteristics of stormwater discharge; the amount of impervious surfaces will be kept to a minimum through open space requirements. Parking spaces, for example, will be kept to a minimum in both quantity and size.	All areas

CE.P.1.7.5	The City will ensure that retention areas are designed and located to maximize their effectiveness for flow attenuation and aquifer recharge; to minimize the need for channelization; and to provide for greater safety and reliability.	All areas
CE.P.1.7.6	In developed areas, the City will encourage the use of retention and detention areas for flow attenuation and aquifer recharge as alternatives to expansion of existing drainage facilities.	All areas
CE.P.1.7.7	The City will continue to enforce the surface water runoff control ordinance, and will provide for maintenance of stormwater management facilities as part of its stormwater management program.	All areas
CE.P.1.7.9	The City has established a Stormwater Utility Fund which serves as a revenue source for projects that prevent localized flooding and addresses environmental issues related to stormwater runoff.	All areas
CE.O.1.9	To provide effective flood plain management to prevent loss of flood storage capacity and protect property.	All areas
CE.P.1.9.1	Stormwater management plans for new developments must provide on-site storage capacity equal to conditions for a 25-year, 24-hour storm. Runoff rates and volumes resulting from the project, in excess of existing rates and volumes, shall be accommodated on-site.	All areas
CE.P.1.9.2	Central water and sewer must be available for development to occur in flood plain areas in order to avoid health problems associated with wells and septic tanks in such areas.	All areas
CE.P.1.9.3	Flood plain management efforts will be coordinated with the county to avoid contradictory standards and promote health, safety and welfare.	All areas
CE.P.1.12.1	The continuation of the comprehensive planning process which includes review by SJRWMD for any development project containing a wetland larger than 1/2 acre. The protection of wetlands shall be accomplished through the use of the Comprehensive Plan, including the Future Land Use Map, and shall take into account the type, intensity or density, extent, distribution and location of allowable land uses and the types, values, functions, sizes, conditions and locations of affected wetlands. Land uses that are incompatible with the protection of wetlands and wetland functions shall be directed away from such areas. Land uses compatible with wetland areas shall include approved passive recreation, open space, restricted access to the property (where unavoidable and kept to minimum width), nature preserve or other similar land uses. All other uses	All areas

	shall be directed away from wetlands. The City shall ensure that the following measures are taken when assessing activities that may result in impacts: avoidance of wetland impacts; minimization of wetland impacts; and compensation for wetland impacts through mitigation. If the City determines direct impact upon wetlands cannot be avoided, the following mitigation measures shall be applicable: All mitigation must comply with federal, state, regional, and local agencies; Impacts must be minimized by the appropriate design measures; and; The mitigation measures are consistent with other policies of the comprehensive plan and the terms of any mitigation plans approved by SJRWMD and/or other regulatory agencies.	
CE.P.1.12.2	Future land uses that are incompatible with the protection of wetlands and wetland functions will be directed away from wetland areas through the site plan review process. All developments requiring a formal site plan, preliminary plat, or other development proposed on property identified as containing a wetland shall submit an environmental impact assessment at the time of application.	All areas
CE.P.1.12.3	Where there are sufficient uplands on an existing parcel of land or lot of record (at the time of plan adoption) to locate the proposed development, such development shall be located on the uplands. The City may allow the transfer of development rights at the future land use densities established on the future land use map, from the wetlands to the upland portion of the site. The transfer of density may occur provided other plan provisions regarding upland and floodplain resource protection, compatibility of adjacent land use, stormwater management and setbacks, etc. are met. Any mitigation plan approved shall be consistent with Policy 1.12.1 of this Element.	All areas
CE.P.1.12.4	Where sufficient uplands do not exist to avoid a taking, development in the wetlands shall be restricted to a residential use with a maximum density of one unit per five acres. Any mitigation plan approved shall be consistent with Policy 1.12.1 of this Element.	All areas
CE.P.1.12.5	Prior to construction, all necessary permits must have been issued by the Florida Department of Environmental Protection, the St. Johns River Water Management District and/or the U.S. Army Corps of Engineers, as required by the agency or agencies having jurisdiction.	All areas
CE.P.1.12.6	Future development projects west of 1-95 shall be monitored through the site plan review process to ensure the protection of wetland areas.	All areas

CE.P.1.12.7	In order to prevent development from having adverse impacts to existing wetlands, a vegetated buffer strip shall be created or, where practicable, retained in its natural state along the banks of all watercourses, water bodies or wetlands. The width of the buffer shall be sufficient to protect wetlands from the impacts of development, prevent erosion, trap the sediment in overland runoff, provide access to the water body and allow for periodic flooding without damage to structures. For wetland areas east of 1-95, a buffer width of not less than 15 feet shall be required. For wetland areas west of 1-95, the buffer width shall not be less than 30 feet.	All areas
ROSE.O.1.2	To preserve, maintain and enhance on an ongoing basis the aesthetic and recreational qualities of open space within and surrounding the City of Melbourne through passive parks, passive areas in active parks and scenic corridors.	All areas
ROSE.P.1.2.1	The appropriate use of the land in flood plain and waterfront areas will be encouraged and the protection of natural areas will be promoted through development regulations.	All areas
Land Development Regulations		
III.13.80.c	Wind Speed Zones….Hereby Established…	All areas
III.13.80.f(1),(2)	The Following Administrative Amendments…. Elevation Requirements…Coastal A Zones….AO Zones…	All areas
IX.13.150.b	The Provisions of This Floodplain Management Code… Development Wholly or Partial In Any Flood Hazard ….	All areas
IX.13.150.c	Purpose of Floodplain Management Code….Minimum Requirements To Safeguard The Public Health, Safety, and General Welfare	All areas
IX.13.150.c (1-8)	Disruption of Commerce…Prevent or Minimize Future Flooding…Manage Alteration of Flood Hazard Areas… Minimize Damage To Private and Public Utilities… Stable Tax Base… Minimize Future Expenditure… Meet Requirements of NFIP	All areas
IX.13.151.c	FIS for Brevard County…. File at the Office of The City Building Official	All areas
IX.13.153.c(1-8)	Floodplain Administrator….Review Application And Plans… Interpret Flood Area Boundaries….Provide Available Flood Elevation and Hazard Information… Reasonably Safe From Flooding…Issue Floodplain Development Permits….Building And Structures In Floor Hazard Area Comply With Applicable Provisions	All areas
IX.13.162	Pursuant To The Requirements of NFIP….Structures Exempt From FBC Meet Requirements of Floodplain Management Code	All areas

IX.13.168	Site Plans and Construction Documents	All areas
IX.13.174	Inspect Buildings… Exempt From FBC	All areas
IX.13.176	Final Inspection …. Submit a Final Certification of Elevation of The Lowest Floor	All areas

RESOLUTION NO. 4393

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO DISASTER PREPAREDNESS; MAKING FINDINGS; PROVIDING FOR THE ACCEPTANCE AND APPROVAL OF THE 2025 BREVARD PREPARES LOCAL MITIGATION STRATEGY DEVELOPMENT PLAN; DIRECTING CITY STAFF TO PURSUE AVAILABLE FUNDING OPPORTUNITIES FOR IMPLEMENTATION OF THE MITIGATION INITIATIVES; PROVIDING A COMMITMENT TO CONTINUE PARTICIPATION IN THE BREVARD PREPARES LOCAL MITIGATION STRATEGY DEVELOPMENT PLAN; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the City of Melbourne is vulnerable to the human and economic costs of natural, technological and societal disasters; and

WHEREAS, the City of Melbourne recognizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, the City of Melbourne has been an active participant in the Brevard Prepares Local Mitigation Strategy Steering Committee, which has established a comprehensive, coordinated planning process to eliminate or decrease these vulnerabilities; and

WHEREAS, city staff has identified and justified a number of proposed projects and programs needed to mitigate the vulnerabilities in the City of Melbourne to the impacts of future disasters; and

WHEREAS, these proposed projects and programs have been incorporated into the updated 2025 edition of the Brevard Prepares Local Mitigation Strategy Development Plan that has been prepared and issued for consideration and implementation by the communities of Brevard County; and

WHEREAS, the Brevard Prepares Local Mitigation Strategy Development Plan is in compliance with the local hazard mitigation requirements of Section 322 of the Disaster Mitigation Act of 2000 as implemented in 44 C.F.R., Part 201; and

WHEREAS, approval and adoption of the Brevard Prepares Local Mitigation Strategy Development Plan is necessary in order to maintain eligibility for future hazard mitigation project grant funding.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City of Melbourne hereby accepts and approves the 2025 Brevard Prepares Local Mitigation Strategy Development Plan.

SECTION 2. That city staff is hereby directed to pursue available funding opportunities for implementation of the mitigation initiatives.

SECTION 3. That the City of Melbourne will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in its section of the strategy plan.

SECTION 4. That the City of Melbourne will continue to participate in the updating and expansion of the Brevard Prepares Local Mitigation Strategy Development Plan.

SECTION 5. That the City of Melbourne will further seek to encourage business, industry and community groups operating within and/or for the benefit of Melbourne to support the Brevard Prepares Local Mitigation Strategy Development Plan.

SECTION 6. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 7. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2025

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4393

Melbourne City Council
December 9, 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.19.

Subject:
Items Removed from the Consent Agenda

Background/Consideration:

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	2
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.20.

Subject:
An ordinance vacating a three-foot-wide by 40-foot-long portion of the 10-foot-wide public utility and drainage easement that runs along the east lot line of Lot 68 of the Rio Villa Unit III plat (3093 Rio Bonita Street).

Background/Consideration:
The applicants, Bradley Yemm and Joan Yemm, have requested the vacation of a three-foot-wide by 40-foot-long portion of the 10-foot-wide public utility and drainage easement that runs along the east lot line of Lot 68 of the Rio Villa Unit III plat. The applicants are making this request for an existing pool and screened enclosure installed by a previous owner that encroaches into the easement. The applicants are attempting to bring the pool and enclosure into compliance and repair the enclosure.

Staff has reviewed this application according to the review criteria contained in Section 52-99 of the City Code of Melbourne and is recommending the vacation action for approval. Pursuant to Section 52-100(b), it has been determined that the vacation action will not compromise public health, safety, welfare and aesthetics, and economic order. Staff initially received two (2) objections to this request:

1. Florida City Gas objected due to potential gas lines in the easement. After a field visit, it was determined no gas facilities were in the easement and the objection was withdrawn.
2. Florida Power & Light objected due to facilities in the easement. After determining the exact location of the power facilities, the objection was withdrawn with the stipulation that no further encroachment beyond what is existing occurred.

No easement conditions are required as a condition of the request.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-60.

City of Melbourne
The Harbor City
Engineering

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer

From: Barry Baldwin, Engineering Technician

Date: November 19, 2025

Re: AV2025-0004 – Request to Abandon and Vacate a Portion of a Public Utility and Drainage Easement (3093 Rio Bonita St)

The applicants, Bradley Yemm and Joan Yemm, have requested the vacation of a 3.00 foot wide by 40.00 foot long portion of the 10.00 foot wide public utility and drainage easement that runs along the east lot line of Lot 68 of the Rio Villa Unit III plat. The applicants are making this request for an existing pool and screened enclosure installed by a previous owner that encroaches into the easement. The applicants are attempting to bring the pool and enclosure into compliance and repair the enclosure.

Staff initially received two objections to this request:

1. Florida City Gas objected due to potential gas lines in the easement. After a field visit it was determined no gas facilities were in the easement and the objection was withdrawn.
2. Florida Power & Light objected due to facilities in the easement. After determining the exact location of the power facilities the objection was withdrawn with the stipulation that no further encroachment beyond what is existing occurred.

Staff has reviewed this application according to the review criteria contained in Section 52-99 of the City Code of Melbourne and is recommending the vacation action for approval. Pursuant to Section 52-100(b), it has been determined that the vacation action will not compromise the public health, safety, welfare and aesthetics, and economic order.

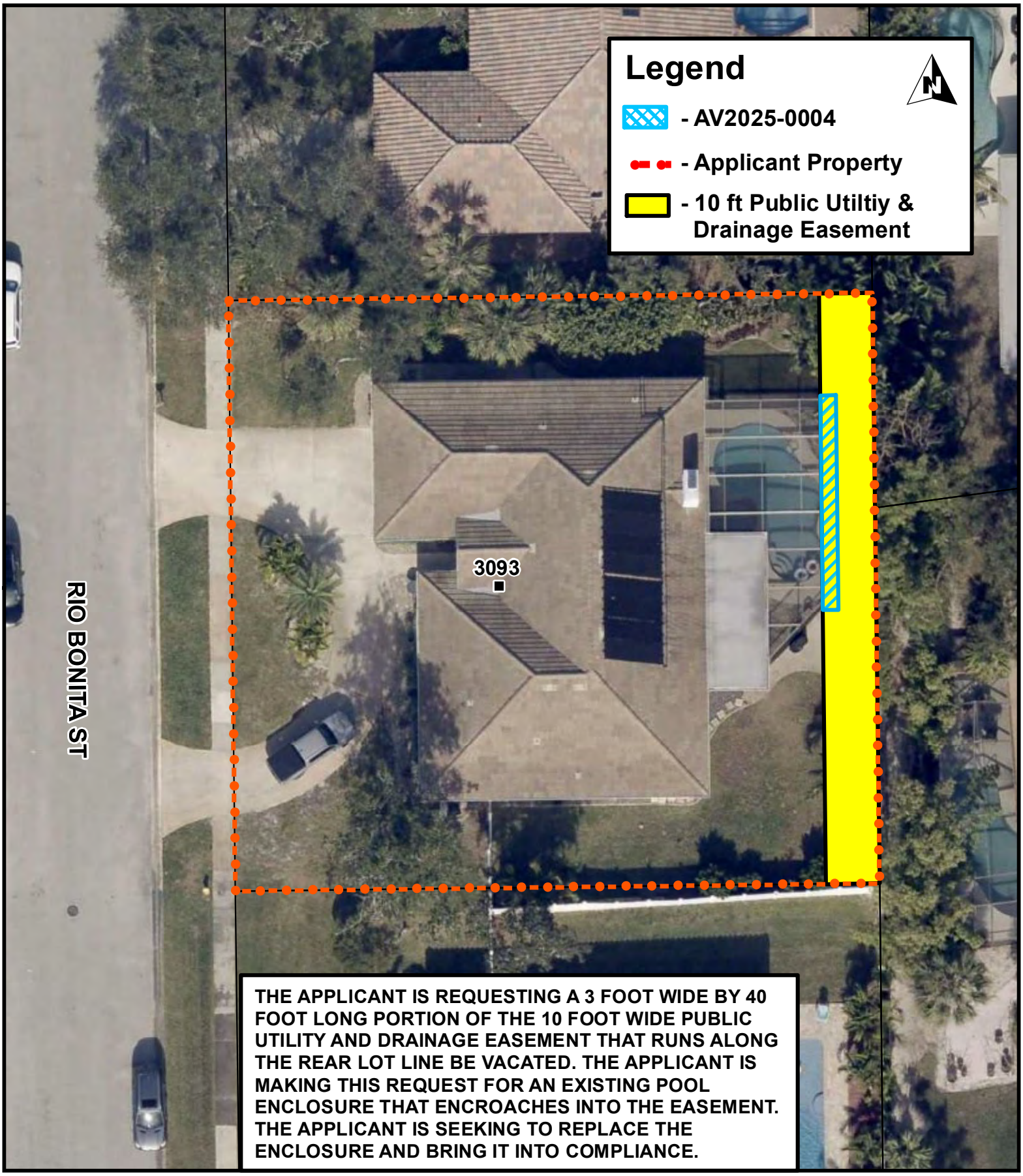
Abandon and Vacate the 3.00 foot wide by 40.00 foot long portion of the 10.00 foot wide public utility and drainage easement, as described below:

> Beginning at the northwest corner of Lot 68 of the Rio Villa Unit III, as recorded in Plat Book 25, Page 135, of the Public Records of Brevard County, Florida; said point being the Point of Commencement; thence run N89º06’46”W a distance of 110.00 feet; thence run N0º53’14”E a distance of 19.00 feet to a point; said point being the Point of Beginning; thence run N0º53’14”E a distance of 40.00 feet; thence run N89º06’46”W a distance of 3.00 feet; thence run S0º53’14”W a distance of 40.00 feet; thence run S89º06’46”E a distance of 3.00 feet to the Point of Beginning.
>
> Contains: approximately 120 square feet, more or less

Recommendation

Recommend approval of the Abandonment and Vacation of the above described portion of the public utility and drainage easement.

AV2025-0004 AERIAL



Business Impact Estimate

To: Jenni Lamb, City Manager

Thru: James W. Ennis, City Engineer

From: Barry Baldwin, Engineering Technician

Date: November 18, 2025

Re: Ordinance No. 2025-60 – [AV2025-0004]

Summary of the Proposed Ordinance

This ordinance serves to abandon and vacate a portion of the public utility and drainage easement that runs along the east lot line of 3039 Rio Bonita Street. The portion of the easement is being vacated for an existing pool and screened enclosure that encroaches into the easement. The portion of the public utility and drainage easement being vacated has no existing utilities and is not required for public use.

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

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

No businesses should incur compliance costs associated with this abandon and vacate ordinance as it only impacts the requesting party (property owner).

The requesting property owner is gaining the benefit of being able to repair the screened enclosure and use the pool based on the abandon and vacate request.

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

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

ORDINANCE NO. 2025-60

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATION OF A THREE-FOOT-WIDE BY 40-FOOT-LONG PORTION OF A TEN-FOOT-WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT THAT RUNS ALONG THE EAST LOT LINE OF LOT 68 OF THE RIO VILLA UNIT III PLAT (3093 RIO BONITA STREET); MAKING FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (AV2025-0004)

WHEREAS, based on the review criteria in Section 52-99, City Code, and upon recommendation of the City Engineer, the City Council finds:

(1) The right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed, is no longer needed.

(2) The public health, safety, welfare, aesthetics, and economic order of the community will not be compromised by the vacation, termination, abandonment or permanent closure of the right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed.

(3) The rights or anticipated and likely future needs of utilities, including, but not limited to, electric, gas, water, wastewater, telephone, and cable television, to use the right-of-way or easement will not be compromised, or acceptable and adequate alternatives have been provided.

(4) All properties abutting and utilizing the portion of the right-of-way or easement to be vacated, abandoned, terminated, or permanently closed will have adequate alternative right-of-way or easement available to serve said abutting properties.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the three-foot-wide by 40-foot-long portion of a ten-foot-wide public utility and drainage easement that runs along the east lot line of Lot 68 of the Rio Villa Unit III Plat (3093 Rio Bonita Street), is hereby abandoned and vacated. The property is more particularly described as:

Beginning at the northwest corner of Lot 68 of the Rio Villa Unit III, as recorded in Plat Book 25, Page 135, of the Public Records of Brevard County, Florida; said point being

the Point of Commencement; thence run N89º06’46”W a distance of 110.00 feet; thence run N0º53’14”E a distance of 19.00 feet to a point; said point being the Point of Beginning; thence run N0º53’14”E a distance of 40.00 feet; thence run N89º06’46”W a distance of 3.00 feet; thence run S0º53’14”W a distance of 40.00 feet; thence run S89º06’46”E a distance of 3.00 feet to the Point of Beginning.
Contains: approximately 120 square feet, more or less

SECTION 3. No Vacation of Private Rights. That this ordinance does not vacate and is not intended to have any effect on any private property rights that may exist in the above-described property. Only any public rights existing as a result of the plat have been vacated by this ordinance.

SECTION 4. That the City Clerk shall record this ordinance in the Public Records of Brevard County, Florida.

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

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025 and adopted on the second and final reading at a regular meeting of the City Council on the day of , 2026.

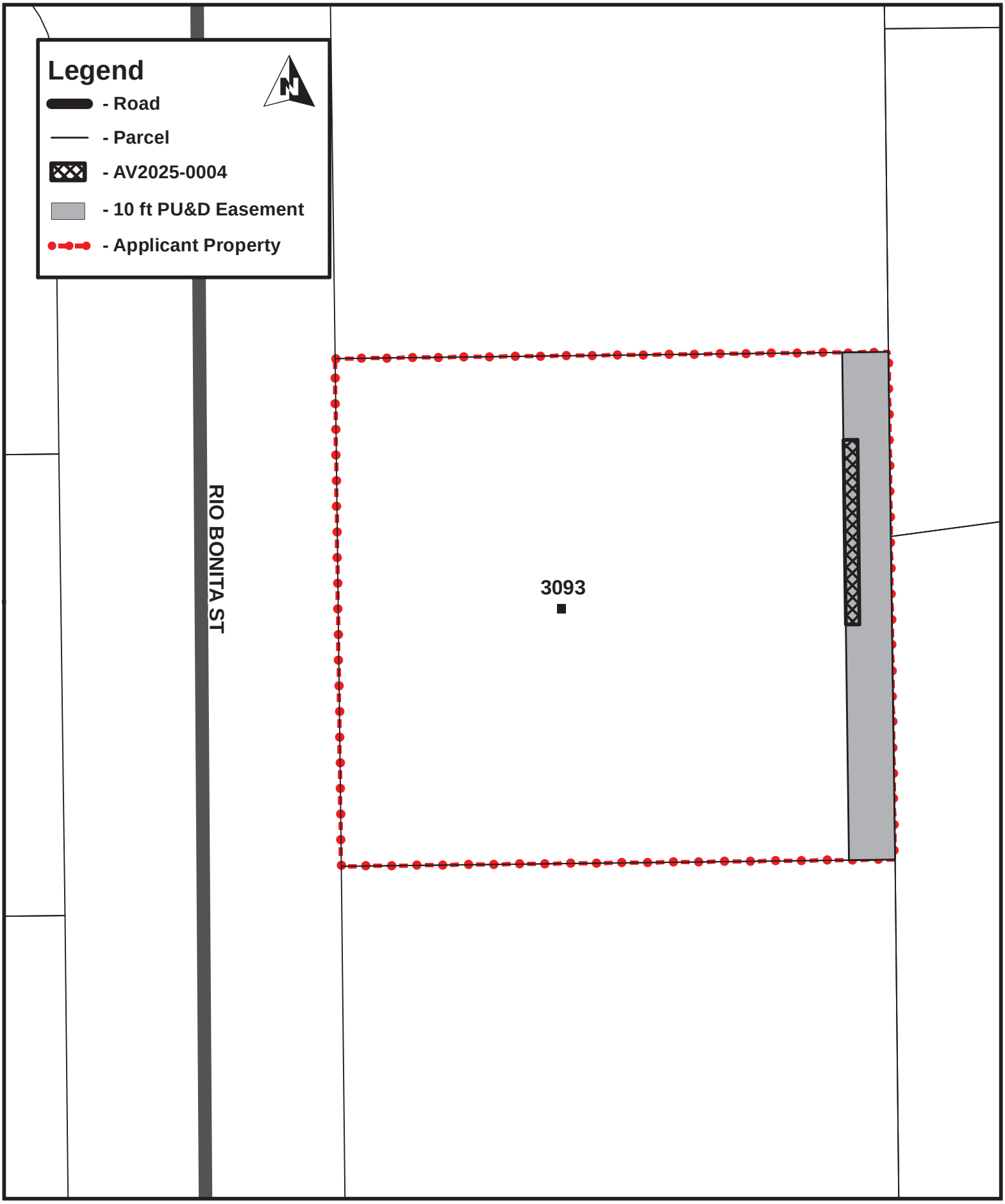
BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2025-60



mGIS

EXHIBIT "A"

City of Melbourne
The Harbor City
Engineering

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Human Resources
Presenter:	Kimberly Foxworth
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.21.

Subject:
Selection of health care services provider.

Background/Consideration:
The process to select an employee health care service provider began in July 2025 with the City hiring Brown & Brown as a consultant to oversee the Request for Proposal (RFP). Brown & Brown released the RFP to the market in early September. On September 30, 2025, Brown & Brown received four (4) proposals and after reviewing the proposals selected three (3) medical provider finalists: United Healthcare Insurance Company, Inc (United Healthcare), Aetna Life Insurance Company (Aetna), and CIGNA Health and Life Insurance Company (Cigna). Presentations by each finalist were held on November 4 and 5, 2025. Below is a summary of each finalists' best and final proposals:

	Aetna current	Aetna proposed	Cigna	United Healthcare
Annual Premium	$16,967,830	$17,985,830	$16,135,894	$16,636,792
% over current	-	6.1%	-4.9%	-2%*
$ over current	-	$1,018,000	-$831,966	-$331,068
Comments	-	-	-	*Assumes package sale with ancillary lines. Without ancillary lines -0.75% = $111,000 below current
Multiple plan offers	-	no	no	yes
2nd year rate cap	-	no cap	9.9%	14.9% w/caveats for large claims over $500,000
Premium credit	-		$170,000	$125,000
Wellness/Flex funds	$150,000	$175,000	$200,000	-

Wellness program	-	up to $100 per employee+spouse	$300 incentives per employee+spouse	$300 incentives per employee+spouse

A five-member employee selection committee convened on November 13, 2025 and selected United Healthcare. The committee did not base their selection solely on financials. The committee weighted offering plans that employees will find beneficial considering the employee's budget, age and medical needs.

Fiscal/Budget Impact:
Based on best and final offers, the proposal from United Healthcare Insurance Company, Inc. will decrease the annual insurance premium by $331,068. Any plan revisions negotiated that have budgetary impacts will be reported at the time of contract award.

Requested Action:
Selection of United Healthcare Insurance Company, Inc., Hartford, CT as the health care services provider and authorization to negotiate a contract.

Memorandum

To: Jenni Lamb, City Manager

From: Kimberly Foxworth, PhD, Director of Human Resources

Date: November 20, 2025

Re: Health Care Service Provider Selection

The process to select an employee health care service provider began in July 2025 with the City hiring Brown & Brown as a consultant to oversee the Request for Proposal (RFP).

After hiring Brown & Brown, the process started with the City posting a Solicitation Announcement on Demandstar that Brown & Brown would be acquiring proposals for health insurance and other employee benefits.

Applicants

Following staff's review and approval of the RFP bid forms, Brown & Brown released the RFP to the market in early September. Brown & Brown had several discussions with each of the bidders prior to the submittals to provide background on the City and goals of the RFP and to clarify proposal elements and questions. On September 30, 2025, Brown & Brown received four proposals: United Healthcare Insurance Company, Inc ("United Healthcare"), Aetna Life Insurance Company ("Aetna"), CIGNA Health and Life Insurance Company` ("Cigna"), and Blue Cross and Blue Shield of Florida, Inc. DBA Florida Blue.

Short Listing

Brown and Brown reviewed all submitted proposals. Proposals that were the most competitive were presented to the City. A Medical Benefits RFP Executive Summary meeting was held on Monday, November 3, 2025, at 10:00 am in the Council Chamber. The PowerPoint from this presentation is attached to this memo.

Brown & Brown selected three medical provider finalists: United Healthcare, Aetna and Cigna. These three short-listed firms were invited to participate in presentations before the selection committee.

Committee

A five-member selection committee was formed - represented by three members of the HR Department, one member of the Airport and a member of the Finance Department.

Presentations

Presentations were held on November 4 and 5, 2025. Each applicant was allotted 60-minutes for a presentation followed by a 30-minute question and answer period. Each of the three finalists were asked to include in their presentations the areas outlined below:

- Tiered multiple plan design options (to include a narrow network, high deductible plan, a traditional plan)
- Weight loss programs
- Bariatric surgery
- Requests for free gym memberships
- Client advocates (matching current plan)
- Mental health coverage (included in current plan)
- Premiums
- Cost of plan to the city and to employees (80/20)
- Deductibles
- Co-pays
- Max out of pocket
- Physicians in network
- Wellness fund
- Discounts within the plan
- Benefits Service Center for employees to contact
- Lifestyle management programs
- Provider has an App for convenience and personalization (match current plan)
- Custom text messages

Presentation Scoring

The committee reconvened on November 13, 2025. Brown & Brown made a presentation of the summary of the best and final offers. The best and final offers are included with this agenda item.

The committee evaluated each company based on the information provided in the November 4 and 5, 2025 presentations and in Brown & Brown's summary presentation. The evaluation committee then ranked each company in order of first, second and third place.

As seen in the table below, four of the five committee members ranked United Health Care in first place. Therefore, the committee is recommending that negotiations proceed with United Health Care.

Company	Kimberly Foxworth, HR	Ruth Lovejoy, HR	Pam Miller, HR	Antionette Broomfield, Airport	Ross McGinn, Finance	Total Score
Aetna	3	3	3	3	3	15
Cigna	2	2	2	2	1	9
United Healthcare	1	1	1	1	2	6

Summary

The four most common health insurance plans are PPO, HMO, POS, HDHP and EPO. The City's current Aetna plan offerings are essentially one plan. Although we offer an HMO and a PPO plan, they are very similar in plan design since the design and premiums are not varied product differentiators. While the City of Melbourne has not offered diversified plans to employees in the past, many other employers provide such options. Since City employees have a wide variety of ages and medical needs, staff wanted to consider having multiple offerings to help cover the needs of all employees. This will allow employees to select the plan that suits their limited or maximum usage and the cost of the plan that works better for them and their families. Unfortunately, Cigna nor Aetna provided any information in their responses related to diverse plan offerings as requested.

If the committee's decision was made solely on financials, perhaps Cigna would have been selected. During the 2021 selection process, Aetna, Cigna and United HealthCare responded to our RFP. Aetna was selected for a number of reasons and their premiums even with a $500,000 premium credit was 5.5% higher than the premiums with Health First at that time. The committee asked employees for their concerns and those concerns along with the committee's concerns were discussed with each provider. The committee weighted offering plans that employees will find beneficial considering the employee's budget, ages and medical needs. United HealthCare was the only provider that responded fully to Brown & Brown's requests in the RFP.

Upon approval of selection, Brown & Brown and staff will enter into negotiations and try to build the plan design around what is believed to be beneficial to each party and the consumers of our medical plan.

Recommendation

Approval to negotiate with United Healthcare for employee/retiree medical benefits.

Brown & Brown

2026 Health Plan RFP

Summary of Best and Final Offers

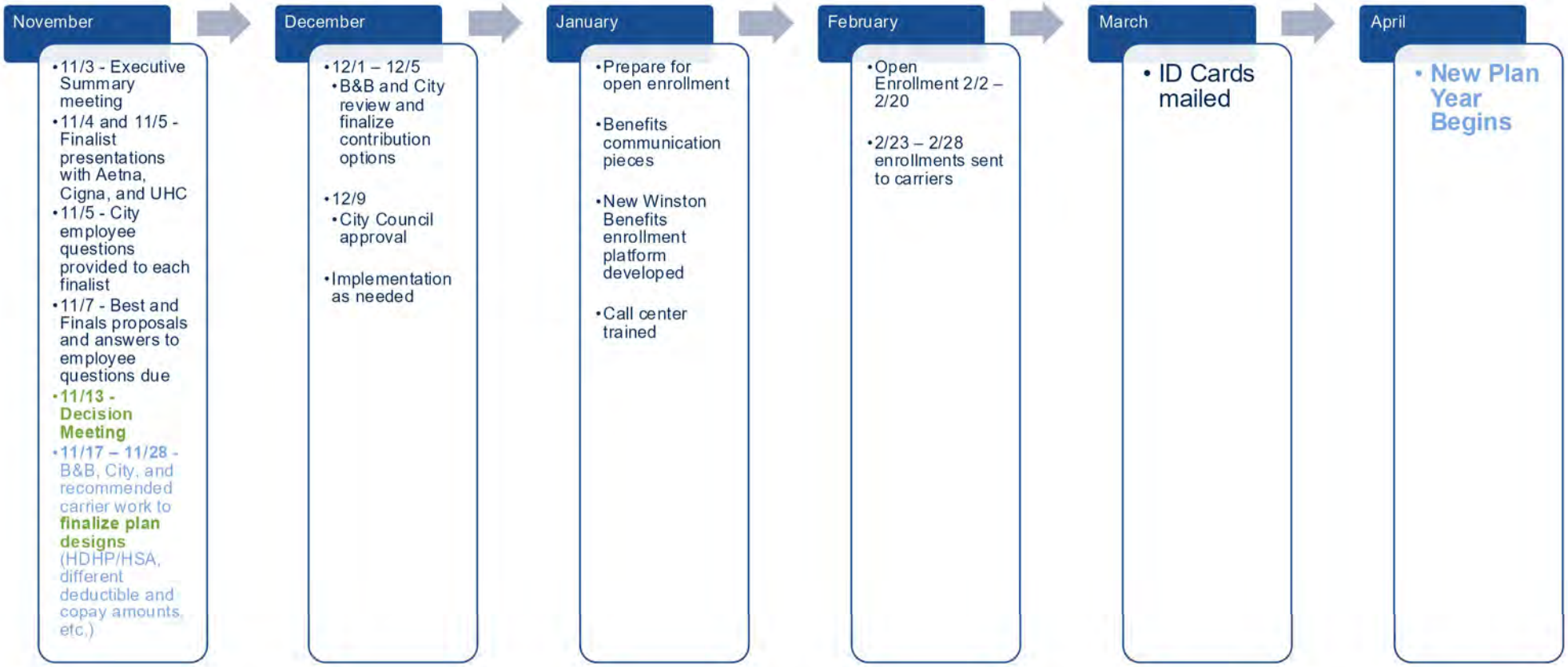
City of Melbourne

Presented By:
Danielle Boyle, Senior Vice President

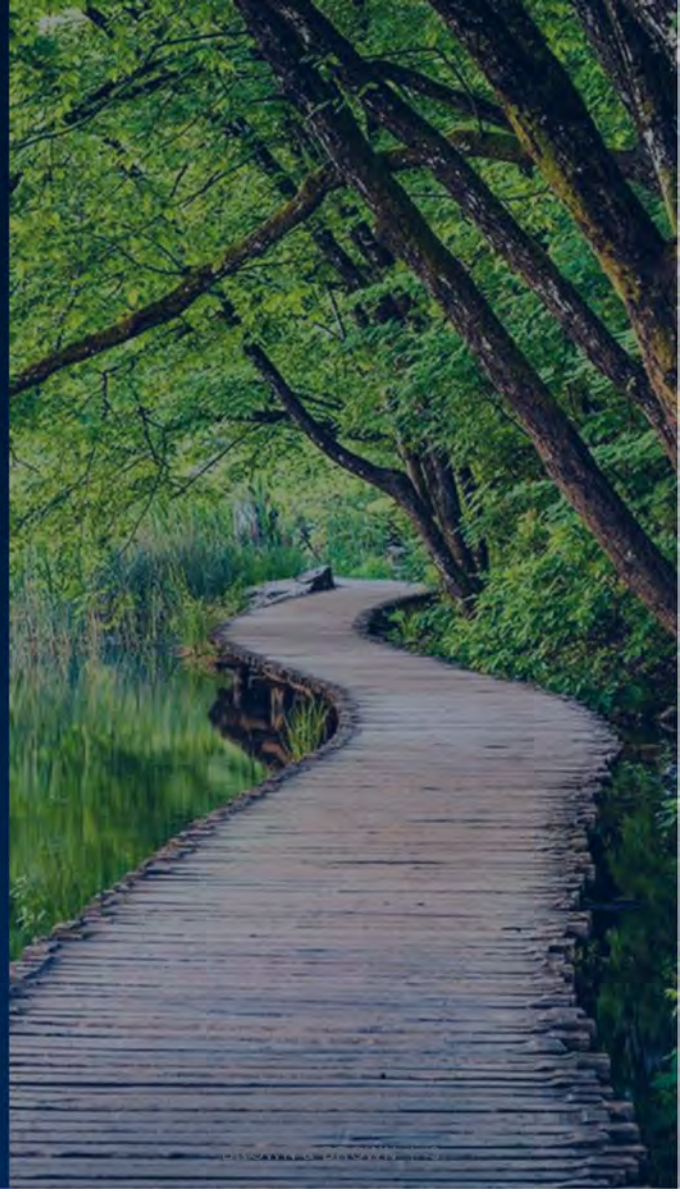
Brown & Brown Insurance Services, Inc.

Intro and RFP Process Overview

Thank you to the committee, employees, and finalists for your time in participating in this process



Employee Concerns / Requests



Weight Loss Medications

Most fully insured health plans exclude GLP-1 coverage for weight loss due to the high cost of the drugs, the large number of potentially eligible members, and the **significant impact on premiums for all enrollees**. While these medications are effective, the financial risk to the plan and all members is substantial, especially as utilization continues to rise.

High Cost & Premium Impact

- GLP-1 medications (such as Wegovy, Ozempic, Mounjaro) are expensive, with a net price for a 30-day supply typically ranging from $900 to $1,300 per patient per month.
- Over 40% of privately insured adults in the U.S. (more than 57 million people) are clinically eligible for GLP-1 drugs due to obesity, diabetes, or being overweight with additional risk factors.
- Because so many people are eligible, even modest increases in utilization can have a dramatic effect on total plan costs and, therefore, on premiums for all members.
- Covering these drugs for weight loss can significantly increase health plan spending. Simulation models show that expanding GLP-1 coverage can raise health insurance premiums by 5% to 14%, depending on drug prices, eligibility, and adherence rates.
- Covering GLP-1s for weight loss would increase premiums for all employees and retirees, not just those on the medications

Direct to Consumer Programs

- The manufacturers of these medications have new Direct to Consumer programs that reduce the cost to $349-$499 a month
- Website: https://www.lilly.com/lillydirect/medicines/zepbound
- Website: https://www.novocare.com/obesity/products/wegovy.html

Weight Loss Medications - Aetna

- **Coverage Policy:**
  - Aetna can include the option of covering weight loss drugs (GLP-1s) in their proposed plans, but this is not standard and must be elected by the City.
  - The City is responsible for determining if adding this benefit (and its associated cost) is beneficial for the total population, as it would increase premiums for all employees.
- **Utilization Management:**
  - Details on prior authorization, step therapy, or formulary tiers are not specified, but coverage would be subject to standard plan protocols.
  - No appeal or exception process
- **Alternatives Offered:**
  - Programs to help monitor and control prediabetes, insulin resistance, and diabetes are included at no cost and have proven effective in prevention and management without additional drug costs.
  - Wellness and lifestyle programs (e.g., “Health Your Way” app, on-site wellness coordinator) are included, some tied to weight management with or without pharmaceutical support.
- **Prevention Focus:**
  - Emphasis on wellness, lifestyle, and prevention programs, with pharmaceutical support only if elected by the City.

Weight Loss Medications - Cigna

- **Coverage Policy:**
  - Weight loss medications (GLP-1s) are a standard benefit exclusion, but clients (the City) can elect to add coverage.
  - If elected, coverage is tightly managed through the EnReachRx and EncircleRx programs, which include: Prior authorization (PA) aligned with FDA guidelines (BMI ≥27 with comorbidity or BMI ≥30).
  - Required ongoing engagement in a lifestyle modification program (Omada).
  - Clinical review for exceptions (e.g., insulin resistance without full diabetes) is possible, with PA approval rates for GLP-1s for weight loss at ~68%.
  - No separate copay structure or maximum allowable benefit for GLP-1s at this time.
- **Utilization Management:**
  - Predictive analytics and clinical oversight to prevent fraud, waste, and abuse.
  - Appeals and exceptions are possible through clinical review and engagement in lifestyle programs.
- **Alternatives Offered:**
  - Robust suite of weight management and wellness programs, including health coaching, lifestyle management, and chronic condition coaching.
  - Omada program for diabetes prevention and weight management is available even for those not eligible for GLP-1s.
- **Prevention Focus:**
  - Strong integration of wellness, coaching, and digital tools with pharmaceutical support for those who qualify and if the City elects coverage.

Weight Loss Medications - UHC

- **Coverage Policy:**
  - UHC does not offer coverage for weight loss medications (including GLP-1s such as Wegovy, Ozempic, Mounjaro, Zepbound) under fully insured plans.
  - No exceptions or appeals process for weight loss drug coverage in fully insured arrangements.
  - No wellness programs that incorporate medication for weight management under fully insured plans.
- **Alternatives Offered:**
  - UHC provides two types of lifestyle management programs (Real Appeal and Wellos) to assist members with prediabetes and weight management.
  - Wellness offerings include incentives for healthy behaviors, biometric screenings, preventive care reminders, a fitness network, and wellness coaching apps, but not pharmaceutical support for weight loss.
- **Prevention Focus:**
  - Emphasis on non-pharmaceutical wellness and prevention programs like Real Appeal and UHC Core Rewards

Gym Memberships

The City had a free gym membership benefit with Health First Health Plans prior to moving to Aetna. The free or discounted gym membership is one of the most frequently requested benefits at the City.

Aetna

- **City can use wellness budget to reimburse for gym memberships**
- **Active & Fit Direct™ Program:**
  - This is a flexible, affordable fitness membership program provided by American Specialty Health.
  - For $28/month (plus enrollment fee and taxes), members can choose from over 12,700+ gyms nationwide, with no long-term contracts or annual fees.
  - The program also includes:
    - Access to 9,800+ premium exercise studios (with 20–70% discounts at most locations)
    - The ability to join multiple gyms and add a spouse/domestic partner for an additional fee
    - One-on-one well-being coaching
    - Fitness tracking via 250+ devices and apps12,000+ on-demand workout videos

Gym Memberships

Cigna

- **City can use Wellness or OS Fund to reimburse for gym memberships**
- **Healthy Rewards® and Perks & Programs:**
  - Offers discounts on gym memberships, fitness clubs, and fitness devices through the Healthy Rewards® program.
  - The “Perks & Programs” section on myCigna provides additional discounts on wellness products and services, including gym memberships around $29/month.
  - The Cigna Well-Being Solution includes an online wellness store with discounted health and wellness products from over 40 brands.
    - Members can access these discounts at no additional cost, and the discounts are available nationwide.

UHC

- **City can use part of its premium holiday to reimburse for gym memberships**
- **UHC One Pass Select Gym Program**
  - Employees can access a wide network of gyms, including boutique options like Pilates, barre, kickboxing, and stretch labs, with month-to-month memberships and no long-term contracts.
  - Membership levels start at $29/month for the basic tier, with higher tiers for specialized facilities.
  - The program is fully digital, allowing employees to manage memberships online and share benefits with friends or family.
  - **Employees can use UHC Rewards to pay for gym memberships**, reducing out-of-pocket costs.
  - The program is not managed by HR; employees enroll and pay directly, minimizing administrative burden.
  - If an employee leaves the city, they can continue their membership independently as long as the program remains active.

Authorizations

Authorizations and denials are a common complaint to the City's HR team. All carriers require prior authorizations and denials do occur, but minimizing the authorizations and denial rates were a topic in each meeting.

Aetna

- Denials or delays typically occur due to missing or incomplete clinical information, requiring further review.
- Prior authorization requirements and denials are a frequent concern, and Aetna is working to improve communication about the process and reasons for denials.
- Complaints often result from members being unaware of expiring authorizations or providers not responding promptly; Aetna offers support with communication and provider outreach.
- The purpose of prior authorization is to ensure appropriate medication use, review for generics or biosimilars, and confirm ongoing suitability.
- No specific denial or approval rates were provided; Aetna indicated that such data can be shared upon request.

Cigna

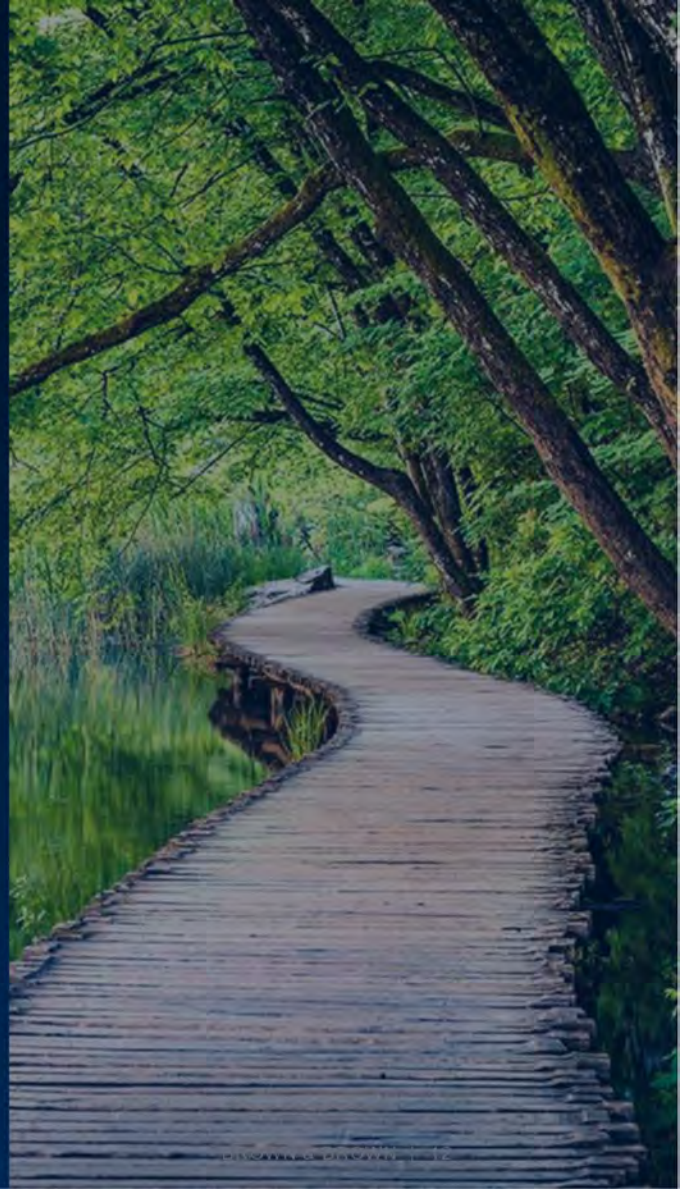
- The process is designed to be transparent and simplified for members, with real-time status updates available via the MyCigna app and email notifications. The system includes a "pizza tracker" feature for members to follow the status of their authorization requests in plain language.
- Specialized customer advocates and medical directors with relevant expertise oversee the authorization process.
- Investments are being made to integrate with provider systems (like Epic) to reduce reliance on fax and improve efficiency.
- Approximately 90% of prior authorization requests are approved, with denials most often due to missing clinical information rather than medical necessity.
- The company is focused on reducing unnecessary denials and ensuring members are not caught in the middle due to administrative gaps.

Authorizations

UHC

- 99% of claims do not require pre-authorization; most are auto-adjudicated
- Of the 2% of claims reviewed, 90% are approved; less than 1% are denied, often due to missing provider information or ineligible benefits
- UHC provides override and transition-of-care processes to bridge gaps if authorizations are delayed or missing, especially during plan transitions
- Chronic condition medications may bypass prior authorization if clinically indicated and data is available
- UHC educates members to proactively manage authorizations, including bringing medication details to open enrollment and using digital tools
- Physicians can use the "PreCheck My Script" app to verify if a prescription needs authorization, step therapy, or has lower-cost alternatives before sending to the pharmacy
- OptumRx monitors expiring authorizations and notifies providers to update documentation

Aetna



Aetna Best and Final

Financial Proposal

- **6% Increase to Current Rates (0.8% off with BAFO)**
  - *$1,018,000* annual increase
- **$50,000 Additional Wellness funds for 2026/2027 Plan Year**
- **$125,000 Wellness funds Ongoing**
  - Can be used for onsite support through partnership with Health Designs

Wellness Program

- **Aetna Health Your Way incentive program**
  - **Up to $100 in E-GCs for employees and spouses**
  - Funded by Aetna
  - Earn hearts, challenges, preventive care, and coaching

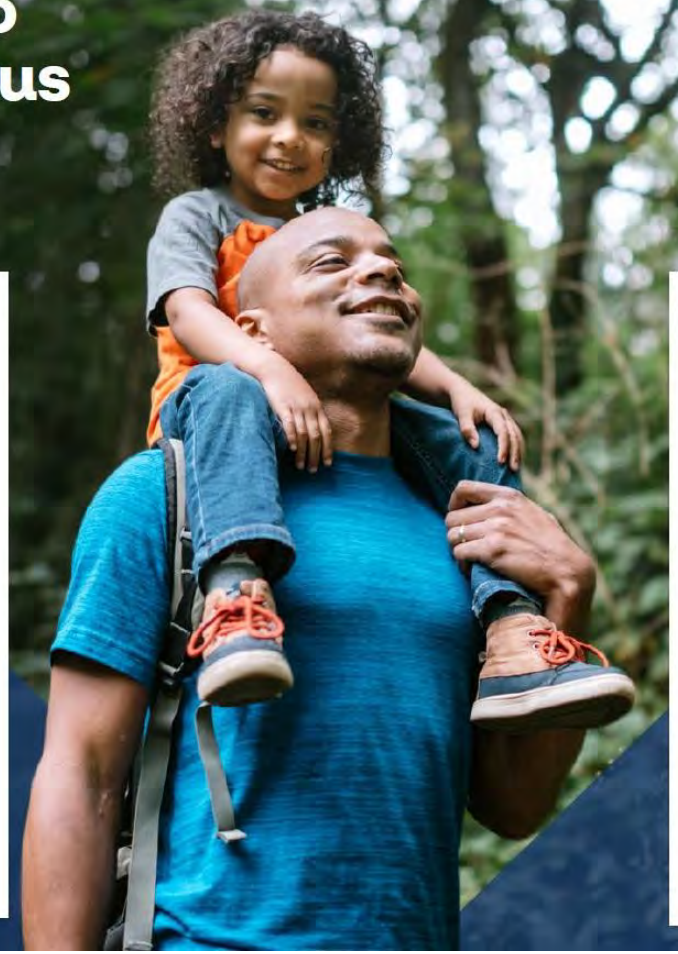
Dedicated Onsite Resource

- City can use wellness funds for Health Designs to come onsite once a week (or more depending on wellness fund budget) to manage wellness program
- The coordinator would **handle program creation, management, communication, event organization** (like health screenings and fairs), and reduce administrative burden on HR.
- Health Designs brings **creative engagement ideas**, such as distributing air fresheners with QR codes linking to wellness resources, and can tailor outreach methods (text, email, flyers) to employee needs.
- The model allows for scaling up the coordinator's involvement over time and adjusting funding as participation and needs evolve.
- Health Designs can also support data analysis and reporting to track program effectiveness and outcomes.

First Responder Mental Health

- Aetna partners with Telemynd, an in-network mental health provider offering virtual therapy and psychiatry
- **Providers have deep experience with the demands of first responder roles, including trauma exposure, operational stress, and burnout**..

What matters to you, matters to us



CITY OF MELBOURNE

Personalized, engaging programs that improve health care trends

Integrated medical and pharmacy built to support the unique needs of employees

Tailored account stewardship and dedicated onsite account manager

Greater touch points for improving total costs of care

YOUR EMPLOYEES

Connected, white-glove member experience

Personalized 1:1 interactions across the support spectrum

Nurse in the family

24/7 digital support, nurse line and pharmacy support

Enhanced wellness program with Navigate

No Disruption, No change, same providers

Experience and expertise coming together to benefit you

CVS Health® and Aetna® have dedicated resources and unique experience with public sector plan sponsors and labor unions.
That means specialized benefit services and solutions *for you.*

1,600
Aetna employees dedicated to Public Sector and Labor[1]

15.9K+
CVS Health employees represented by labor unions[2]

3.9M+
Aetna Public Sector and Labor members[3]

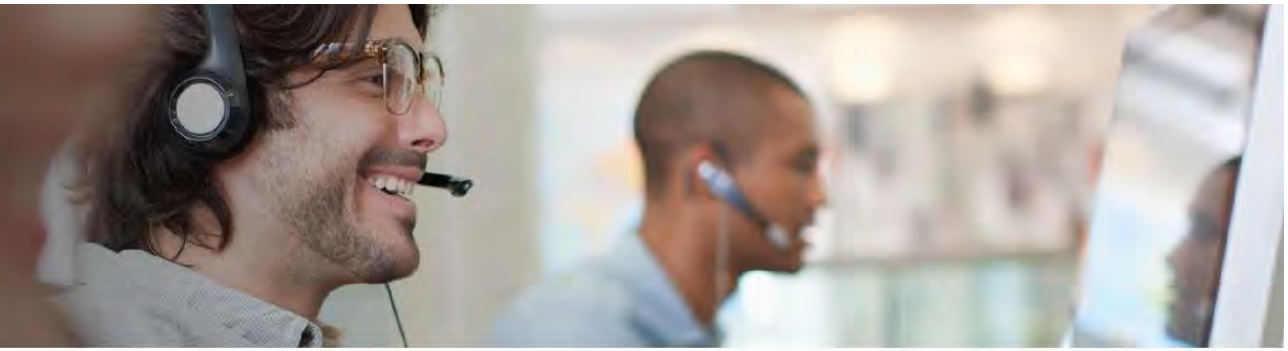
Currently supporting

- State of Florida- UCF, FIU, FAU
- Orlando Utilities Commission
- St Lucie County Fire District
- City of Titusville.....and many more

1 As of October 2023.
2 As of August 2024.
3 As of July 2024 there are 2,079,595/public sector and labor medical members; 1,805,342 public sector and labor dental members.

3

Elevating your service experience



Foundational service for every member

- Provider locator support
- Cost estimation
- Benefits education
- Clinical alerts
- Real-time claims assistance
- Proactive outreach

+

Aetna Concierge does more for your employees:

- Offers welcome and overview of services for first-time callers
- Provides guidance on both Aetna® and third-party vendor programs
- Helps schedule doctor visits
- Makes warm transfers
- Shares direct phone number with members
- Engages in customer culture training
- Participates via webchat
- Has a dedicated toll-free number

97% member satisfaction[1]

95% first-call resolution[1]

98% call quality[1]

1 Aetna® Service Operations Core Commercial Call Dashboard as of 9/1/2024

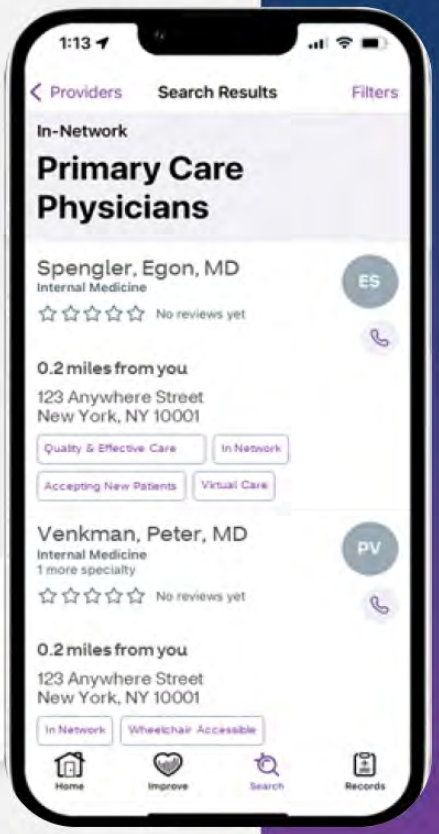
Helping members make informed choices

Aetna Smart Compare® identifies providers who deliver high-quality and effective care.

Seeing providers with a designation may result in:

- Better adherence to preventive screening guidelines
- Reduction of emergency room visits and complications
- Better management of chronic conditions

91%
member satisfaction
with Aetna Smart Compare



11% fewer emergency room visits[1]

18% fewer inpatient hospitalization[1]

12% fewer unneeded testing services[1]

Up to $1,000 in cost savings per member per year[2]

*Specialties include Behavioral Health – Psychiatrists, Cardiologist, Cardiothoracic Surgery, Endocrinologist, Gastroenterology, General Surgeons, Medical Oncologist, Neurology, Neurosurgeons, Obstetricians and Gynecologists, Orthopedists (all conditions), Otolaryngology, Plastic Surgery, Primary Care Physicians (internists, family practice providers and Pediatricians), Pulmonologists, Urology and Vascular Surgeons in January 2025. Program is not available in states with rental networks (HI, MN, MT, ND, SD) and for members in AWH, ACO-P, JV, and health care vertical plans.

1 Primary Care Physicians; data based on full-year 2020-2021 commercial data and calculation based on 2023 designation result.

2 Based on 2024 designation status and 2023 Commercial member claims data.

3 91% satisfied with their ASC PCP visit after receiving ASC information from Aetna; 2023 PCPv4.0 NBA Recently Converted Cohort survey.

Telemynd - Strong Minds, Strong Service

In-Network, Virtual Therapy and Psychiatry | ages 5+

"I had PTSD before working as a medic but the fire service brought out some real issues. I started using Telemynd and it really helped me work through some problems that I didn't know I had. Check them out. We need you – stay strong."

Reddit Review

Mental Health Care built for County Workforces

- **Deep Clinical Expertise**
  *Specialized knowledge and experience serving **teachers**, **first responders**, **public sector workers**, **veterans**, their **families** and more.*
- **Tailored Provider Matching**
  We intentionally match clients with licensed providers trained in each community's unique stressors.
- **Accessible, Flexible Platform – *appointments within days***
  Virtual care that's easy to schedule and attend—even with unpredictable shift hours.
- **Robust Communications to Reach Members**
  Customizable awareness materials, email campaigns, and more to help connect hard-to-reach populations to appropriate mental health care.

No extra fees – all included in Aetna Partnership

aetna™

Patient satisfaction ratings

★★★★★

97%

Of Telemynd users say they would refer a close friend or family member to Telemynd.

98%

Of Telemynd users say their needs are met and their condition is treated effectively.

98%

Of first-time Telemynd users return to continue treatment following their initial session.

What makes Aetna One Choice unique?

Four key differentiators:

Outreach to 700 members
500 are in active care management
(1-1 nurse, Group Coaching, Digital Activity)

Care manager for life

Care management (CM) helps people during challenging times. If a care manager engages with a member once, that same nurse will be the one to help the member and family if they need CM support again.

Integrated utilization management (UM) and CM support

In the Aetna One® Choice model, UM nurses work on the same team as CM nurses, helping members engaged with care management more easily navigate UM processes like pre-certification.

Coordinated outreach and engagement

As part of care management, CM nurses will support members with their comorbid chronic conditions. We do not target CM engaged members for Lifestyle and Condition Coaching until their CM engagement ends.

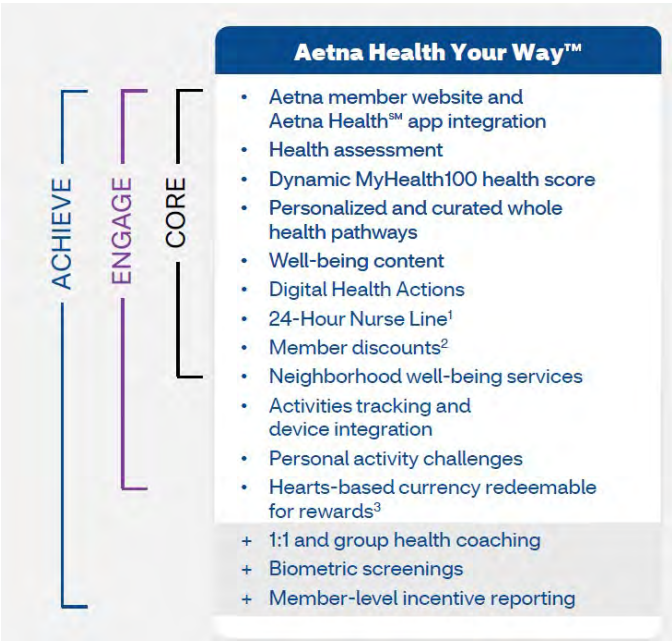
Powered by analytics

Data and analytics help amplify the efficacy and reach of our care models, like sending Aetna Advice behavior change campaigns to members.

Boost better health with integrated rewards for members*

Adult members can earn up to $100 a year in gift cards by completing simple and engaging activities

1 Know your risks	2 Stay active	3 Improve your health
Health Assessment	Verified daily activity	Personalized & curated whole health pathways
Preventive screenings	Personal activity challenges	Well-being content
Mental health check-in		1:1 coaching by phone
		Flu shot
		Immunizations



Onsite Coordinator Responsibilities

Health Designs
Healthier Employees. Healthier Results.

Tailored Programs

- Create, implement, manage program
- Relieve administrative burden
- Organize Health Screenings, assessments, engagement events, educational workshops

Employee Engagement

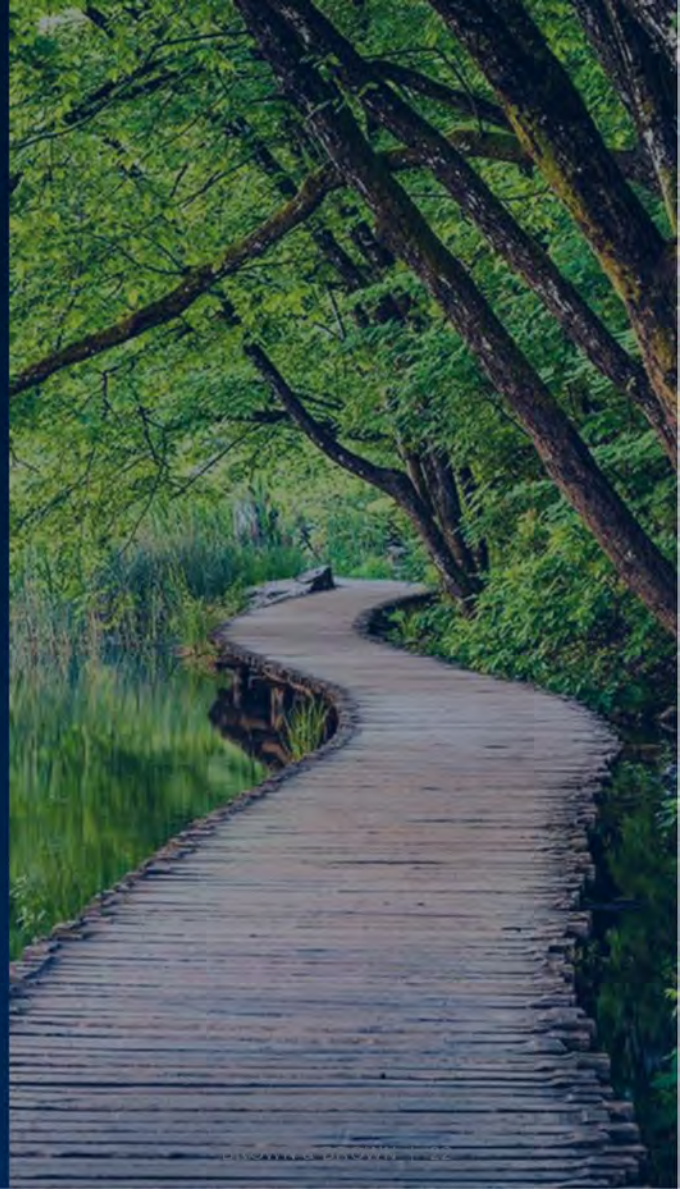
- Incentivize participation, provide ongoing support, keep employees engaged

Comprehensive Services & Data Analysis

- Collect & analyze relevant data, provide detailed report on participation rates, health improvement and outcomes
- Integrates all benefit offerings

HealthDesigns.net

Cigna



Cigna Best and Final

Financial Proposal

- **4.9% Below Current Rates** while **matching current plan designs**.
  - **$832,000 annual savings**
  - "Access to Cigna's best-in-class discounts, industry-leading clinical management, and technology investments—delivering real cost reductions without sacrificing network access or benefits (avoiding employee dissatisfaction)."
- **2nd Year Rate Cap: 9.9%**
  - Guarantees long-term pricing stability by applying the **LESSER** of the calculated 2027 renewal or a 9.9% increase.
    - Even in the worst-case scenario (9.9%), the City experiences an **average 4.9% trend** over 2026–2027.
      - This equals approximately 25% of the normal trend for most companies over two years (assuming 8% annual increases).
  - ***Note:*** *Cigna Healthcare reserves the right to adjust costs for the plan year beginning 04/01/2027 if there is an ongoing large claim projected to exceed $500,000*
- **$170,000 Premium Credit** – Applied in **Month 1**.
- **$200,000 in Flexible Funds**
  - $125,000 allocated for wellness initiatives
  - $75,000 for optional services (adjustable between categories throughout the year).

Dedicated Onsite Resource

- **Wellbeing Coordinator (Recommended)**
  - Provided **at no cost** to the City.
  - Responsible for developing and executing Cigna's programs, resources, health education initiatives, and services.
    - *Other onsite roles available upon request.*

Wellness Program

- **Cigna Wellbeing Solution**
  - $300 per year in incentives per employee and spouse
  - Funded by Cigna
  - Points based program to encourage screenings, physical activity, team challenges, healthy habits, sleep tracking, and coaching

Cigna Well-Being Solution

Encourage employees to make healthy decisions, and reward them for their effort.

Anything we do to improve our health has its own reward. The Well-Being Solution from Cigna Healthcare℠ takes the benefit of healthy decisions even further. **With the Points and Levels design, employees earn points as they complete eligible actions, unlocking up to four levels with increasing rewards that total up to $300.**

	$100	$300
Points Reached	Dollars Earned	
7,000	$10	$40
25,000	+$20	+$60
40,000	+$30	+$80
60,000	+$40	+$120
Maximum Total	$100	$300

Category	Action	Frequency	Point Value
Survey	Complete the Health Assessment	Once per program year	500
Screening	Complete a Biometric Screening	Once per program year	500
Physical Activity	Every 1,000 steps	Once per day *Daily max: 14,000 steps*	10 – 140 max
	15 active minutes in a day	Once per day *Daily max: 140 pts**	70
	30 active minutes in a day		100
	45 active minutes in a day		140
	Workout for 15 minutes in a day		70
	Workout for 30 minutes in a day		100
	Workout for 45 minutes in a day		140
	Manual workout rewards 30-59 minutes	Once per day *Tracked/entered via Healthy Habit tracker*	30
	Manual workout rewards 60-89 minutes		60
	Manual workout rewards 90+ minutes		100
	20-day Triple Tracker: 10,000 steps/ 30 active minutes/30 workout minutes	Monthly *Validated activity only*	500
	Track steps or active minutes 10 days in a month		100
	Connect an activity device	Once ever	200
Cards	Do Your Daily Cards	2x per day	20
	Complete 10 Daily Cards in a month	Monthly	100
	Complete 20 Daily Cards in a month	Monthly	200
General	Complete Registration	Once ever	100
	Set Your Interests	Once per quarter	100
	Set a Well-Being goal	Once per program year	200
	Complete Nicotine Free Agreement	Once per program year	100
	Add friends outside your company	Once ever	100
	First 5 friends	Once ever	250
	Add profile picture	Once ever	100
Healthy Habits Tracking	Track Your Healthy Habits	3x per day	10
	Track Healthy Habits 10 Days in a Month	Monthly	200
	Track Healthy Habits 20 Days in a Month	Monthly	300
	First time tracking Healthy Habits 5 days in a month	Once ever	300

* Validated or Manual entry; Active/workout minutes are converted to steps when manually entered data.

Cigna Well-Being Solution

Category	Action	Frequency	Point Value
Sleep Guide	Track sleep nightly	Once per day	20
	Sleep >7 hours in a night	Once per day	50
	Track sleep 10 days in a month	Once per month	100
	Sleep >7 hours 20 nights in a month	Once per month	500
	Track sleep manually (*Tracked via healthy habits)*	Once per day	10
Digital Coaching Journeys	Complete a Journey Step	Once per day	20
	Complete a Journey	Once per month	150
	Join the Challenge	Once per month	100
Nutrition	Favorite a healthy recipe	Once per month	10
	Choose your eating type	Once per quarter	200
Media	Complete a video	4x per month	50
Challenges	Create a team in the Steps Challenge & recruit players to fill	Once per day	50
	Post a chat comment once a week for all weeks of the Steps Challenge	Once per day	50
	Track at least once a week for all weeks of the Steps Challenge	3x per quarter	100
	Reach final destination of the Steps Challenge	Once per month	100
	Unlock destination in the destination Steps Challenge		25
	Reach final stage in a staged Steps Challenge		100
	Unlock stage in Staged Steps Challenge		25
	Win the promoted Healthy Habit Challenge	Once per month	200
	Create a Personal Challenge	Once per month	50
	Join a Personal Challenge	Once per month	100

Preventive Care	Annual exam/Well women	Once per program year	1000
	Pap Smear		500
	Mammogram		500
	Colon Cancer		500
	Stool test		500
	Prostate Cancer (PSA)		500
	Flu shot		500
	Bone density (Females only, 65+)		500
Healthy Pregnancies Healthy Babies® coaching *(Client elected)*	Participate in the Healthy Pregnancies, Healthy Babies program during the pregnancy and after the child is born	Once per program year	$150 *(awarded if enrolled in 1st trimester)*
			$75 *(awarded if enrolled in 2nd trimester)*

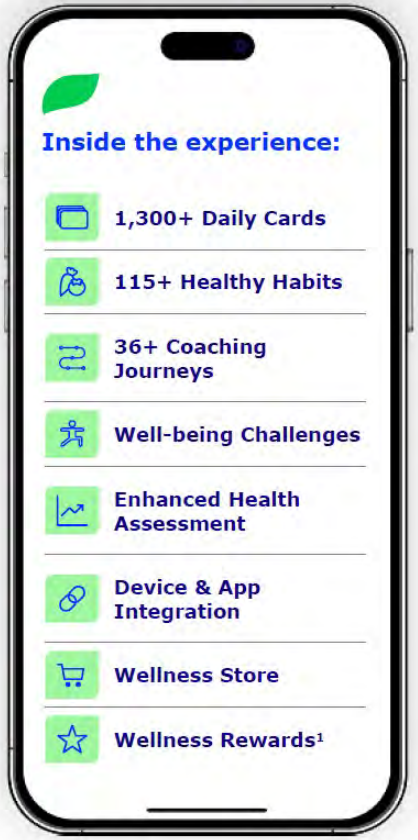
Cigna Healthcare Well-Being Solution

A highly engaging digital experience that's driving real-life, everyday healthy change

- AI-driven personalized experience is informed by members' individual goals, health assessment preferences, claims and other interactions
- Motivating experience, including incentives and healthy peer-to-peer challenges, sparks sustained engagement
- Holistic and inclusive approach focuses on whole-person health throughout the experience and addresses Social Determinants of Health

Integrated into myCigna® ecosystem

Available in 21 languages



The results are in!

Employees reported healthier habits and greater work engagement[2]

40% reported improvements in overall health

59% reported developing healthier habits

41% felt more engaged at work

56% expressed strong sense of employee support for wellness

1. Available as a client choice in Core Plus and Connected Packages. Client funds reward payout.
2. Cigna Healthcare User Survey results from our Commercial line of business. October 2024.

© 2025 Cigna Healthcare.

Cigna City and County Clients

Leading the way and partnering with cities and counties across the Florida.

Cigna also insures Brevard Schools and Health First

Cigna 24/7 Support

We're here to connect, answer and guide...anytime

The **only carrier** with live 24/7/365 clinical and service support.

Member support

Members

Access Cigna One Guide® in the way that's most convenient for them:

- **myCigna.com®** or the **myCigna® App**
- **Live chat**
- **Phone**

Our team

- **Sees complete health view** across Cigna Healthcare℠ medical, behavioral, pharmacy and clinical
- Provides **access to nurses 24/7**
- **Guides to high-performing providers,** more-efficient care settings and health improvement programs
- **Connects people to in-the-moment support** for members and non-members

35%
of members access support after hours*

Ranked by an independent, third-party survey, **Cigna Healthcare** is:

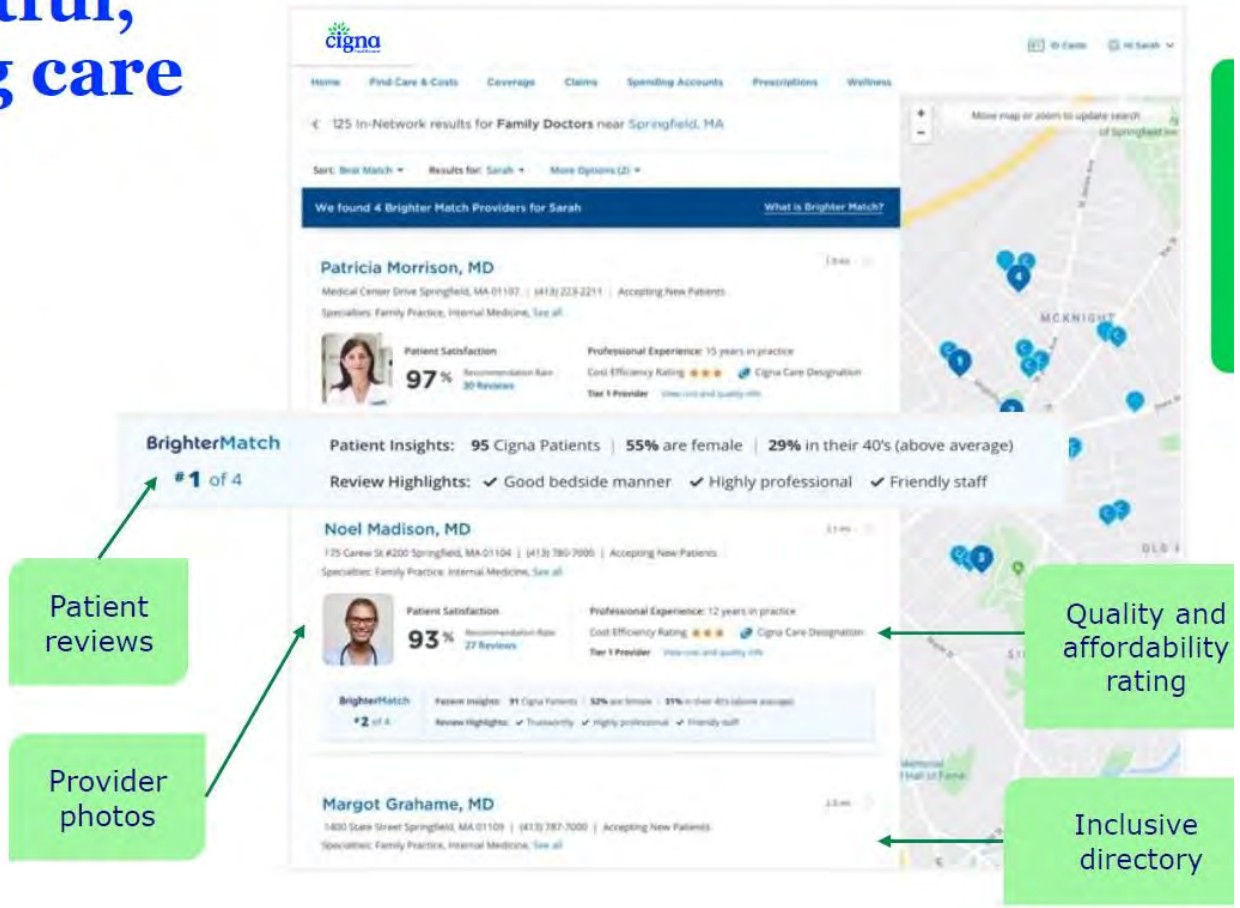
#1 carrier for**

Customer service | Care/Condition management | Plan support and tools

myCigna: A thoughtful, approach to finding care

A compass to quality, cost-effective providers:

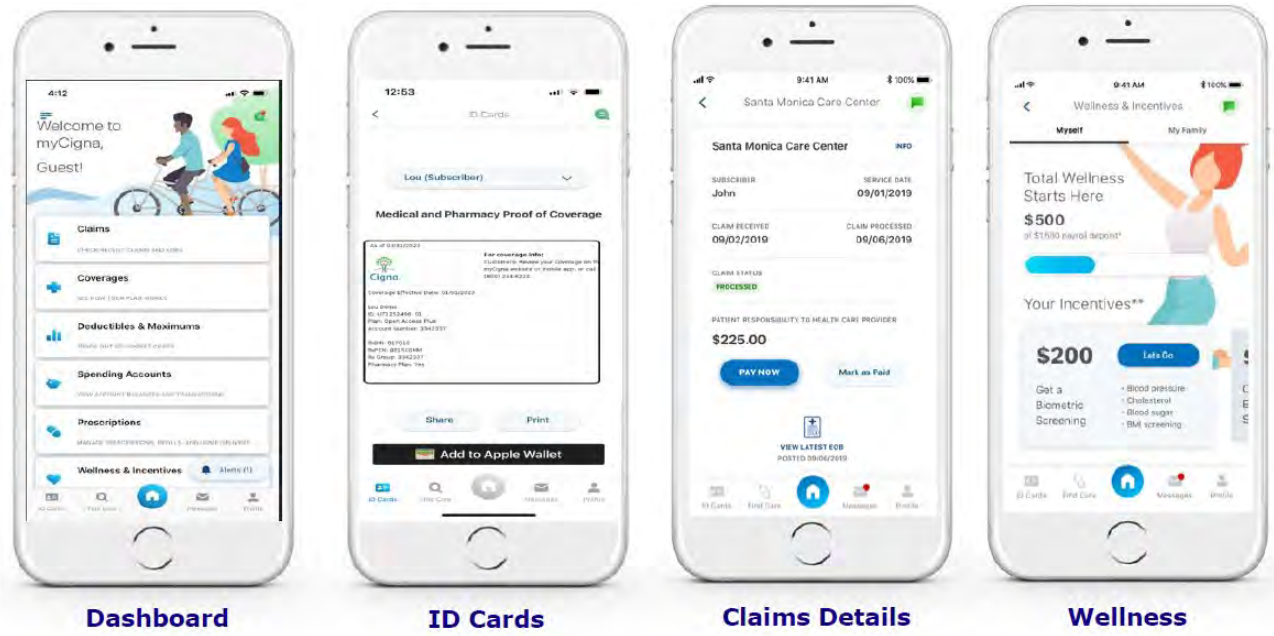
- Easy-to-navigate **self-guided tools**
- Verified **patient reviews**
- Alternative **site-of-care options**
- Provider profiles with diversity and inclusion indicators, along with **patient satisfaction ratings**



Improving Our Tools To Improve The Experience

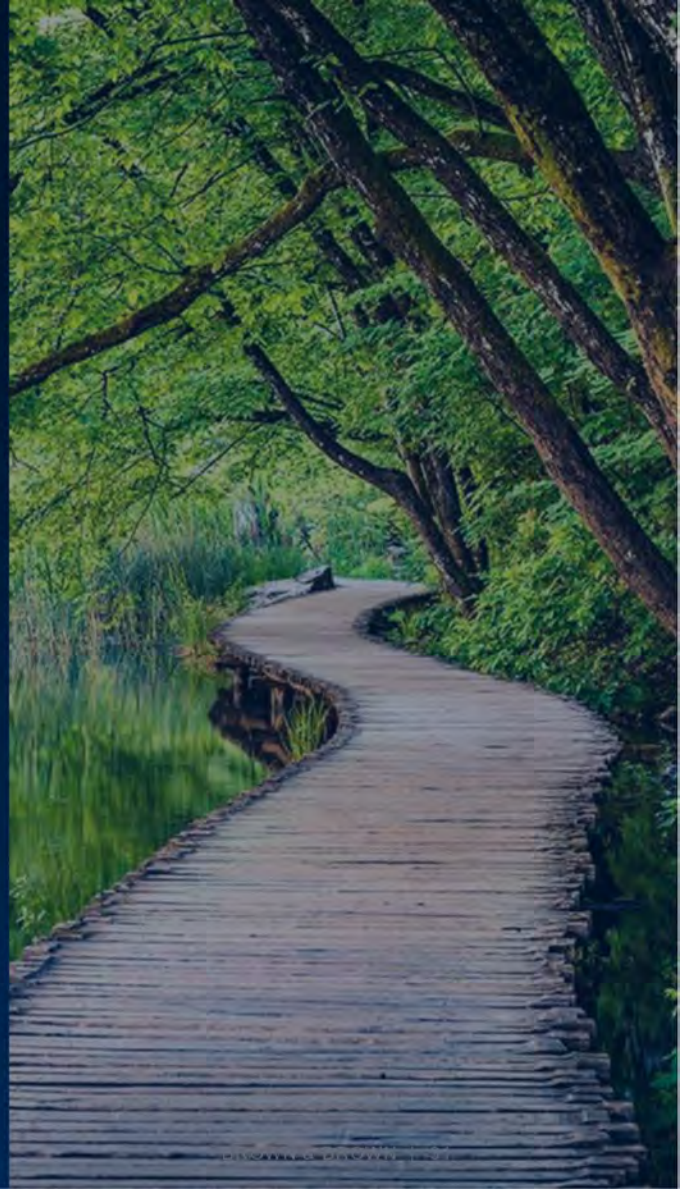
myCigna® App enhancements make managing benefits even easier

- Simple and intuitive
- Easy to find providers, ID cards, benefits and incentives
- Centralized alerts



Dashboard | ID Cards | Claims Details | Wellness

United Healthcare



UHC Best and Final

Financial Proposal

- **2% Below Current Rates** while **matching current plan designs**.
  - $331 annual savings
  - Assumes package discount with ancillary lines
    - Life, STD, LTD, and Supplemental
    - Claims integration - medical claims will trigger auto-pay or email reminders for supplemental benefits (accident, hospital, critical illness)
    - Claims integration for STD, LTD, and Life as well
  - Without package sale
    - 0.75%, about $111k below current
  - $125,000 premium credit
- **4th Quarter Carryover of Deductibles and Out of Pocket Accumulators**
  - City will be on a plan year deductible / oop max beginning 4/1/26 to align with renewal each year
  - **UHC will carryover the claims incurred between 1/1/26 and 3/31/26 to ease this transition for employees so they do not reset on 1/1 with Aetna and again on 4/1 with UHC**

Dedicated Onsite Resource

- Provided **at no-cost** to the City
- Full time UHC employee working from City Hall and Airport
- Help with claims issues, authorizations, managing wellness program, rolling out communications

Wellness Program

- **UHC Core Rewards**
  - $300 per year in incentives per employee and spouse
  - Points based program to encourage screenings, physical activity, healthy sleep, and coaching

Menu of Plan Options

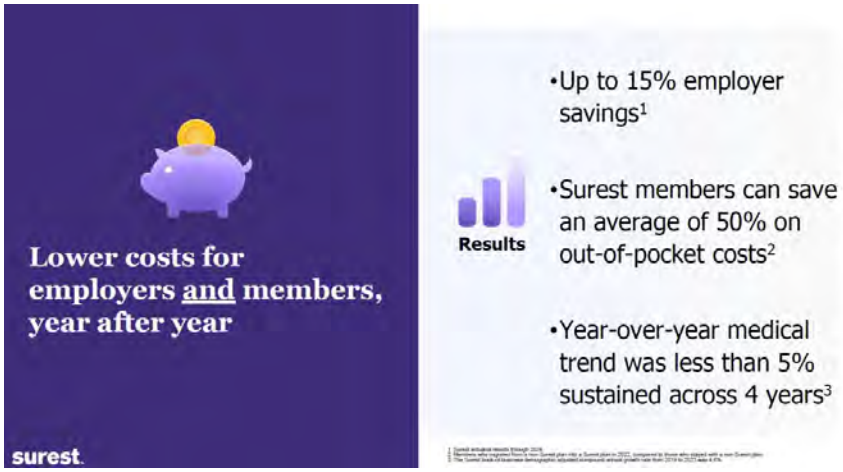
- **The City can choose to offer all 3 types or pick one or two**
- **Choice Plus PPO**
  - Broad national network like you have today
- **NHP HMO**
  - FL based HMO plan
  - Coverage outside of FL for emergencies, virtual care, and pharmacy
  - **22% below current rates matching plan design**
  - Could be offered alongside the broad network as an option with lower premiums for dependents
- **Surest Plans**
  - **Choice Plus national network, $0 deductible plans**
  - **Pricing ranges from 15% below current to 2% over depending on plans**
    - If City selects UHC we will review the details of each option
  - **See next slide**

UHC Surest Plans

- ***No Deductibles or Coinsurance*** – Members pay only copays for services, with full coverage starting on day one.
- ***Clear Upfront Pricing*** – The Surest app shows exact costs before care, eliminating surprise bills and improving transparency.
- ***Copay-Only Model*** – Predictable costs for visits, labs, and related services; no hidden fees.
- ***Access to a Large Network*** – Utilizes UnitedHealthcare's Choice Plus network with 1.7M+ providers and 5,000+ hospitals nationwide.
- ***Lower Out-of-Pocket Costs*** – Members typically pay **54% less** compared to traditional plans; employers may save up to **15%** on total costs.
- ***Technology-Driven Simplicity*** – Easy-to-use app for cost comparison, provider search, and care navigation.

UHC employees have Surest as an option

980k	Total members, including UHG
1 in 4	UHC National accounts are offering Surest as of 1/1/25



1. Surest actuarial results through 2024.
2. Members who migrated from a non-Surest plan into a Surest plan in 2022, compared to those who stayed with a non-Surest plan.
3. The Surest book-of-business demographic adjusted compound annual growth rate from 2019 to 2023 was 4.6%

The Surest plan is a better benefit

Reduces confusion with no deductible and no coinsurance – only copays.

- Lower copays are assigned to providers evaluated as high-value based on effectiveness and cost efficiency data
- Copays include the services delivered in that visit/admission, helping eliminate unexpected bills
- There is no single Surest plan copay that would cause a member to immediately reach their out-of-pocket maximum. Only 1% of members hit their OOPM[1]
- Members can search ahead of time to know what they will pay

		Sample Surest plan
Out-of-Pocket Maximum (OOPM):		$5,000
Deductible:		None
Coinsurance:		None
Copays	Preventive	Free
	Office visit (PCP and SCP)	$20 - $90
	Urgent care	$50
	Emergency room	$400
	Maternity	$900 – $1,700
	Complex imaging	$100 – $725
	Physical therapy	$10 – $70
	Procedures (Office, OP, IP, etc.,)	$40 - $3,000
	Prescription drugs (Tier 1/Tier 2/Tier 3)	$10/$60/$90

Surest copays simplify the member experience and minimize unexpected bills

Surest organizes care based on how members experience care and how doctors communicate with patients (*hint: It's not billing codes*).

On **traditional plans**

Members pay **multiple bills** for each service included in the procedure and have very little understanding on the total cost.

$0 $0 $0 $0

Member has a surgery/procedure

Physician/Surgeon

Hospital

Radiology

Anesthesiologist

On a **Surest plan**

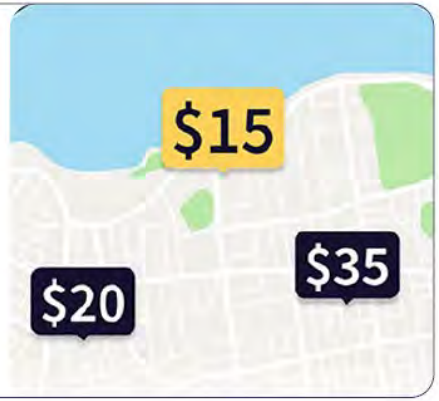
Members pay **one copay** for the procedure even where multiple providers were involved. Surest bundles related services across the care team into a single member encounter.

$0

Connecting provider evaluation to the member experience

Variable copays

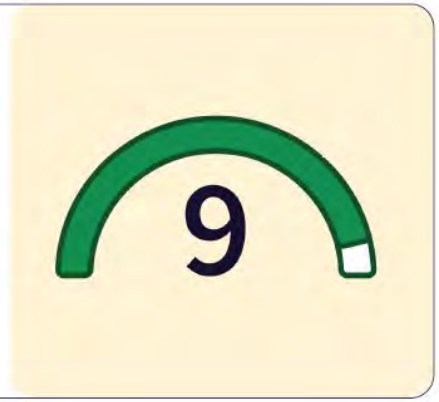
- Lower copays for high-value providers, covering all services in a visit to help prevent surprise bills.
- Copays are based on patient outcomes, complication rates, and resource efficiency, with high-value care receiving lower copays.



Care ratings

Providing member confidence in provider choice

- We evaluate providers on services they offer based on their historical **effectiveness** and **cost efficiency** performance. Then we assign higher Care Ratings – and lower copays – for higher performing providers

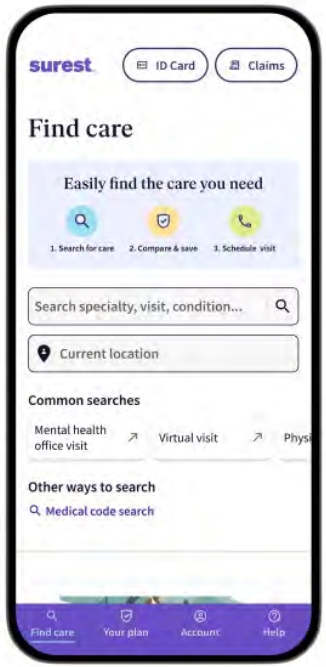


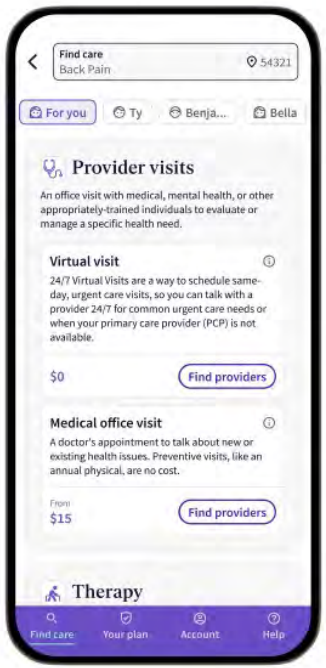
How the Surest plan works

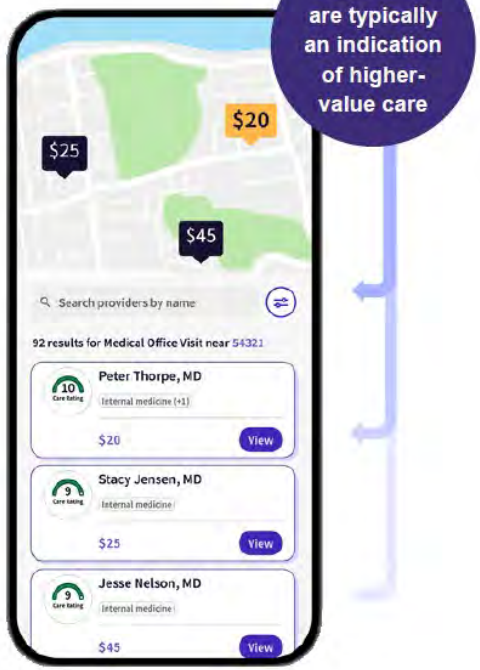
1 Search by condition, provider, or treatment.

2 Compare treatment options and copays.

3 Members pay a single copay for basic labs, X-rays, and health services performed during the visit.







The Surest plan reduces barriers to care

High deductibles and health care costs: A financial strain on lower-income U.S. families.

- Approximately 50% of all the U.S. adults struggle to afford health care costs, with nearly 67% residing in lower income households.[1]
- About 50% of those with health insurance worry about meeting their deductible.[1]
- For a family earning $50,000 before taxes, a $5,000 family deductible represents 12% of the $43,000 after tax income.[2]

The Surest plan makes it easier to navigate a complex health system.

- No deductibles or coinsurance
- Simplicity – using common language and providing members with upfront copays – not estimates – to find care in a broad provider network
- Reducing treatment prices for conditions most prevalent within underserved populations.
- **The result?** Lower out-of-pocket member costs and savings opportunities for employers and the health care system.

UHC Core Rewards

UHC REWARDS PAYOUT STRUCTURE		DOLLARS EARNED
Action	**Description**	**Core**
Connect a tracker	Automatically track activities	$25.00
Daily activity - goal 1	Track 15 active minutes or 5K steps per day	$0.25
Daily activity - goal 2	Track 30 active minutes or 10K steps per day	$0.25
Fitness Challenge - weekly goal	Complete the daily activity goals 5 out 7 days (Sun - Sat)	$2.50
Sleep tracking	Track sleep for 14 days	$5.00
Sleep challenge - weekly goal	Track 7 hours of sleep for 5 out of 7 nights (Sun - Sat)	$2.50
Complete health survey	Complete additional parts of the health survey	$15.00
Get a biometric screening	Complete annual bloodwork and measurements	$50.00
Go paperless	Switch to paperless communication	$2.50
24/7 Virtual Visit	Talk to a provider by video for common urgent care needs	$10.00
Flu shot	Get an annual flu shot	$10.00
Annual checkup	Complete an annual checkup to supporth health and prevent illness	$25.00
Maximum Annual Incentive		**$300**

UHC One Pass – Gym Program

YogaSix Viera
7954 North Wickham Road Suite 111
Melbourne, FL 32940
12.1 mi away
Premium Network
Starts at Premium Tier
Details

Club Pilates Viera
2221 Town Center Avenue Suite 129
Melbourne, FL 32940
13.5 mi away
Premium Network
Starts at Elite Tier
Details

Pure Barre Viera
6555 N Wickham Road Building 2, Unit 105
Melbourne, FL 32940
10.5 mi away
Premium Network
Starts at Premium Tier
Details

Orangetheory Fitness
6395 N Wickham Rd # D301
Melbourne, FL 32940
10.3 mi away
Premium Network
Starts at Elite Tier
Details

F45 Training Viera
5410 Murrell Road Suite 107
Viera, FL 32955
14.7 mi away
Premium Network
Starts at Elite Tier
Details

CycleBar Melbourne
5410 Murrell Road, Suite 205
Rockledge, FL 32955
14.7 mi away
Premium Network
Starts at Standard Tier

Real Appeal weight management program

Healthier habits, healthier lifestyle

Take small steps for lasting change with Real Appeal, a healthy lifestyle and weight management program. Real Appeal is designed to help you build better habits across key areas — such as nutrition, fitness, sleep and stress — to support a healthier lifestyle. This program is available at no additional cost to eligible UnitedHealthcare members and dependents as part of their health plan benefits.

A weight management program built to help you succeed

Real Appeal uses a science-backed approach — focused on simple steps combined with personalized tools and support — to help you set practical goals and reach them.

Real Appeal members have access to:

- Ongoing support from online coaches who tailor guidance to fit your lifestyle
- Online group sessions and a passionate community of members
- A Success Kit to kick-start your health journey with scales, a balanced portion plate and more
- Hundreds of online workouts through Fitness on Demand, plus digital tools to track your food, activity and progress

Discussion and Ranking

Each member of the City's committee will rank the finalists from 1 to 3, with 1 being their top choice based on the financial proposal and finalist presentations.
B&B will add the scores and the carrier with the lowest total score will be recommended.

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Brown & Brown

2026 Health Plan RFP

Summary of Results: Medical and Rx
City of Melbourne

Presented By:
Danielle Boyle, Senior Vice President

Brown & Brown Insurance Services, Inc.

Background & Rationale

The City of Melbourne has partnered with Aetna for medical and pharmacy coverage since 2022.

Prior to that the City had been with Health First Health Plans, a local HMO, for many years. Health First exited the group insurance market in 2021, and the City moved to one of the big national carriers which brought a large national network and more resources for its employees and retirees.

- Coverages in place with Aetna include 2 fully insured Medical/Rx plans

Benefits of conducting a Request for Proposal (RFP) on a regular basis (every 3-5 years) include:

- Opportunity to explore new enhancements in the market, including technology
- Evaluating enhanced service models available in the market and their fit for the City
- Financial diligence; affirming the City has the most competitive pricing possible
- Vendor management; addressing issues serving the City and covered members

All invited bidders submitted a proposal:

Medical
Florida Blue, aetna, United Healthcare, Cigna

Prior Year's Loss Ratios and Renewals

Plan Year	Avg EEs	Gross Claims	Gross Claims PEPM	Billed Premium	MLR	Pooling Level	Paid Over Pooling Level	Resulting Increase	Renewal Comments
2019-2020	982	$8,655,371	$734.32	$9,828,334	88%				
2020-2021	864	$8,466,814	**$817.02**	$9,663,521	87%				
2021-2022	Unknown, transitioned to Aetna								
2022-2023	882	$13,138,002	**$1,241**	$10,946,072	120%	$250,000	$374,038	16%	
2023-2024	855	$15,239,272	$1,486	$12,151,204	125%	$250,000	$699,228	18.53%	Raised Deductibles, OV & Sp Copays, Lowered UC and ER
2024-2025	858	$13,125,255	$1,275	$14,202,328	92%	$250,000	$217,453	20.44%	

52% increase in pepm claims between 2020/2021 plan year and the 2022/2023 plan year, the loss of Health First Health Plans discount and managed care model was likely a contributing factor

RFP Process

- Following The City's review and approval of the RFP bid forms, B&B released the RFP to the market in early September; all responses were submitted by September 30th.

- B&B has had several discussions with each of the bidders to-date in order to:
  - Provide background on the City and goals of the RFP
  - Clarify proposal elements and questions

- The enclosed materials serve as a summary of the RFP results. The finalists will be presenting their capabilities and overall value proposition to the City's HR and Finance team on November 4th and 5th

Goal of Today's Discussion:

Review each carrier's financial proposal and summarize the key areas of each written proposal. This will help the City prepare for finalist presentations.

RFP Evaluation

- B&B has evaluated and summarized the components of each bidder's proposal within this presentation, including:
  - Financials
  - Network access and provider disruption
  - Member services
  - Clinical and well-being
  - Administrative tools
  - Reporting capabilities and access to data
  - Account management and implementation

Bidder Profiles

	aetna	Cigna	Florida Blue	United Healthcare
Years in Operation	172 years	62 years	81 years	48 years
Ownership Structure	Wholly-owned subsidiary of CVS Health; public, for-profit	Public, for-profit	Not-for-profit mutual insurance company	Public, for-profit
No. of Employees	44,607	69,789	8,300	400,000
Corporate HQ	Hartford, CT (Aetna) Woonsocket, RI (CVS Health)	Bloomfield, CT	Jacksonville, FL	Minnetonka, MN
Total Number of Clients	41,489	33,687		27,053
Number of FL Public Sector Clients	7,031 FL Clients Pending clarification on public sector number	112	779	76
Partner PBM	CVS Caremark (Aetna's parent company)	Express Scripts Inc	Prime Therapeutics	Optum

Financial Summary – Matching Current Plan Designs/National Network

Alternative plan options are available; however, this serves as the baseline for the financial proposal. The City can finalize plan selections after choosing a carrier.

	Aetna Current	Aetna Renewal	Cigna	Florida Blue	UHC
Annual Premium	$16,967,860	$18,126,888	$16,135,894	$20,891,085	$16,636,792
% Over Current	-	6.8%	-4.9%	23.1%	-2%
$ Over Current	-	**$1,159,028**	**- $831,966**	**$3,923,225**	**- $331,068**
Comments				**Not selected as a finalist**	Assumes package sale with ancillary lines, without package sale – 0.75%, about $111k below current

Financial Summary – Narrow Network Option

Because the City experienced a significant increase in per-employee annual claims after transitioning from Health First Health Plans to a broad national network, Brown & Brown requested that all carriers also include a narrow network option for consideration.

	Aetna	Cigna	UHC
Note	No narrow network option in Brevard County	No narrow network option in Brevard County	Neighborhood Health Partnership **(NHP)** is a Florida-based HMO owned by UHC. The City can offer an NHP plan alongside the Choice Plus national network plans.
% Over Current			**- 22% matching current plan design**

Credits and Allowances

	Aetna	UHC	Cigna
Wellness	Aetna Health Your Way Achieve: Turnkey, embedded wellness program—Aetna pays all member incentives (not the City) up to $100 per employee. + $125,000 Wellness Fund	UHC Core Rewards: Turnkey, embedded wellness program—UHC pays all member incentives (not the City) up to $300 per employee and $300 per spouse. At 100% participation: UHC pays ~$345,000 in incentives. At 35% participation: ~$121,000 paid by UHC.	$125,000
Benefits Technology & Communications / Discretionary Funds are to be used to pay for new benefits administration system and call center. Ancillary carrier funds will apply first and any funds not needed from medical carrier can be used for additional wellness or as discretionary.	N/A	$125,000	$75,000
Total	**$125,000**	**$125,000 + Wellness Rewards**	**$200,000**
Comments	Funds are ongoing/annual Must be eligible for wellness program reimbursement	Discretionary fund applied to 2nd or 3rd month invoice (ongoing) without wellness parameters ***Bundle Discount off medical invoice if Life, Disability and VB sells is approximately $53,400 (one-time)	Funds are ongoing/annual $125k must be eligible for wellness program reimbursement $75k OS Fund will be reimbursed once the City submits an invoice for technology/communications

Network Comparison

Bidder	aetna		Cigna	United Healthcare	
Network Name	Open Access Elect Choice EPO	Open Access Managed Choice POS	Open Access Plus (OAP) PPO	Choice Plus PPO	Neighborhood Health Partnership HMO
Geography	National	National	National	National	Florida Only Except Emergencies
Network Advantage in Brevard County	All hospitals in network. Strong, innovative relationship with Orlando Health; just acquired Rockledge Regional and Melbourne Regional (formerly Wuesthoff). Will be working to develop Value Based Contracts		All hospitals in network. Value based contracts with all 3 hospital systems –Health First, Parrish, and Orlando Health	All hospitals in network. Value based contracts with Advent, Orlando Health, and HCA hospitals	Narrow networks often result in better discounts. Health First hospitals are in network, but Orlando Health is not.
Referrals Required?	No	No	No	No	Yes

Provider Match & Network Access – Overview

Note: networks are fluid and results are self-reported

The data is based on the City's claims experience from April 24 – March 25

Observations on Results (see detail on following slides):

Bidder networks are all comparable with little disruption between Aetna, Cigna, and UHC's national networks

Provider Match Results

In-Network Providers (#)				
Total Records	Aetna	Cigna OAP	UHC Choice+	UHC NHP
2146	2,131	2,078	2,118	1,555
2,146	99.3%	96.8%	98.7%	72.5%

In-Network Provider Match (#)		
Cigna OAP	UHC Choice+	UHC NHP
2,067	2,107	1,552
96.3%	98.2%	72.3%

Positive Disruption - Providers (#)		
Cigna OAP	UHC Choice+	UHC NHP
8	6	3
0.4%	0.3%	0.1%

Negative Disruption Providers (#)		
Cigna OAP	UHC Choice+	UHC NHP
13	19	182
0.6%	0.9%	8.5%

In-Network Claimants (#)				
Total Records	Aetna	Cigna OAP	UHC Choice+	UHC NHP
10,328	10,293	10,014	10,211	8,751
10,328	99.7%	97.0%	98.9%	84.7%

In Network Claimants Match (#)		
Cigna OAP	UHC Choice+	UHC NHP
9,989	10,192	8,736
96.7%	98.7%	84.6%

Positive Disruption - Claimants (#)		
Cigna OAP	UHC Choice+	UHC NHP
20	6	15
0.2%	0.1%	0.1%

Negative Disruption - Claimants (#)		
Cigna OAP	UHC Choice+	UHC NHP
100	50	333
1.0%	0.5%	3.2%

Overall Network Match - Claim Dollars ($)				
Total Eligible	Aetna	Cigna OAP	UHC Choice+	UHC NHP
$9,695,312	$9,671,408	$9,376,905	$9,552,071	$8,196,136
$9,695,312	99.75%	96.72%	98.52%	84.54%

In-Network Providers Claim Dollars ($)		
Cigna OAP	UHC Choice+	UHC NHP
$9,355,732	$9,545,836	$8,179,213
96.50%	98.46%	84.36%

Positive Disruption - Providers Claim Dollars ($)		
Cigna OAP	UHC Choice+	UHC NHP
$20,027	$3,090	$16,923
0.21%	0.03%	0.17%

Negative Disruption - Claim Dollars ($)		
Cigna OAP	UHC Choice+	UHC NHP
$27,530	$14,529	$862,103
0.28%	0.15%	8.89%

Excluded Records ($)				
Total Eligible	Aetna	Cigna OAP	UHC Choice+	UHC NHP
$9,695,312	$3,797	$288,146	$111,994	$636,335
$9,695,312	0%	3%	1%	7%

Cigna Disruption Detail

PrvName	BillAddr	BillCity	PrvState	PrvZip	TypeServDesc	Claims	Patients	Eligible Charge
HMS Amerigroup Florida	6001 Webb Road	Tampa	FL	33615	Acute Short Term Hospital	41	2	439.91
Consolidated Dermpath	11820 Parklawn Drive	Rockville	MD	20852	Independent Lab	45	68	11945.64
Radeas LLC	907 Gateway Commons Circle	Wake Forest	NC	27587	Independent Lab	2	14	2925.79
Yong's Wig Salon	1834 US Highway 1	Rockledge	FL	32955	Independent Durable Medical Equipment	46	1	2389.43
Genesis Reference Laboratories, LLC	7924 Forest City Road	Orlando	FL	32810	Independent Lab	27	2	2345.31
Neeley Renee Hughey	3270 Suntree Blvd.	Melbourne	FL	32940	Licensed Professional Counselor	11	3	2092.24
Kelly Helmintoller	3270 Suntree Blvd.	Melbourne	FL	32940	Speech Pathologist	9	1	1565.52
HMS AMERIGROUP FLORIDA	P.O. Box 30247	New York	NY	10087	General Practice - Dental	3	6	1558.06
Melanie A. Nuszkowski	9 St. Johns Medical Park Drive	St. Augustine	FL	32086	Clinical Psychologist	1	1	1382.2
Cherise Watson	4651 Salisbury Road	Jacksonville	FL	32256	Licensed Professional Counselor	1	1	943
Ipsum Diagnostics, LLC	8607 Roberts Drive	Atlanta	GA	30350	Independent Lab	3	3	890.99
MC DEFAULT PROVIDER		U	U	U	Unknown	4	1	652.92
Rankin Laboratories LLC	2550 Flowood Drive	Flowood	MS	39232	Independent Lab	1	2	565.72
Yelba Mercedes Delgado	600 North Sonora Circle	Indialantic	FL	32903	Speech Pathologist	1	2	236.96
Denise L. Punger	4640 South 25th Street	Fort Pierce	FL	34981	Family Practice	18	1	166.34
Gloria Rivera King	2328 Medico Lane	Melbourne	FL	32940	Marriage/Family Therapist	1	1	80.59
Laurie Rochelle	6550 North Wickham Road	Melbourne	FL	32940	Licensed Professional Counselor	1	1	80.59

UHC Choice Plus Disruption Detail

PrvName	BillAddr	BillCity	PrvState	PrvZip	TypeServDesc	Claims	Patients	Eligible Charge
Orlando Health Rockledge Hospital	110 Longwood Avenue	Rockledge	FL	32955	Acute Short Term Hospital	60	13	16719.24
KT-ABA LLC	2543 Empire Avenue	Melbourne	FL	32934	Unknown	22	1	6524
Premier Urgent Care of Brevard, LLC	6300 North Wickam Road	Melbourne	FL	32940	Urgent Care Center	3	24	2765
American Neuromonitoring Associates	361 Alexander Spring Road	Carlisle	PA	17015	Clinical Neurophysiology	2	1	940.54
Homelink FL HHC	1111 Van Miller Way	Waterloo	IA	50701	Home Health Care Agency	8	1	641.25
Comprehensive Hospitalists of Florida LL	13695 US Hwy. 1	Sebastian	FL	32958	Family Practice	2	1	593.67
Robert Leslie Bashore	280 North Sykes Creek Pkwy.	Merritt Island	FL	32953	Surgery, Plastic	2	1	576.96
Erika Diogene	5200 Babcock Street Northeast	Palm Bay	FL	32905	Pediatrics	1	1	476.46
Virtual Acute General Medical PLLC	1 CVS Drive-Mail Code 2293	Woonsocket	RI	2895	Internal Medicine	2	6	345.97
Edgar Abovich	4425 Military Trail	Jupiter	FL	33458	Cardiovascular Disease	1	1	317.55
Diane Luciani	1395 North Courtenay Pkwy.	Merritt Island	FL	32953	Internal Medicine	1	2	275.99
Inpatient Medicine Associates (IMAC), PL	7727 Lake Underhill Road	Orlando	FL	32822	Unknown	1	1	228.92
Terri-Ann K. Brogan	1395 North Courtenay Pkwy.	Merritt Island	FL	32953	Family Practice	3	1	178.14
Ronald Mendez	1936 Dairy Road	West Melbourne	FL	32904	Internal Medicine	1	1	177.64
Gray's Family Practice	381 Hill Street	Murphy	NC	28906	Family Practice	1	1	163.05
Michael H. Cronin	165 North Babcock Street	Melbourne	FL	32935	Surgery, Orthopedic	1	2	160.18
Trident Healthcare	7960 North Wickham Road	Melbourne	FL	32940	Family Practice	1	1	59.43
Kristin W. Smallwood	1980 North Atlantic Avenue	Cocoa Beach	FL	32931	Dermatology	1	1	57.69
Michael P. Widick	333 West Cocoa Beach Cswy.	Cocoa Beach	FL	32931	Otolaryngology	1	1	27.49
Rockledge Physician Services, LLC	110 Longwood Avenue	Rockledge	FL	32955	Family Practice		2	18.7

UHC / NHP HMO Disruption Detail – Top 23 by Charges

PrvName	BillAddr	BillCity	PrvState	PrvZip	TypeServDesc	Claims	Patients	Eligible Charge
Mayo Clinic Florida	4500 San Pablo Road South	Jacksonville	FL	32224	Acute Short Term Hospital	1	4	180642.11
Orlando Health Cancer Institute	7472 Docs Grove Circle	Orlando	FL	32819	Acute Short Term Hospital	1	1	159507.6
Paloma Academy Inc	2740 North Harbor City Blvd.	Melbourne	FL	32935	Applied Behavioral Analysis	5	1	104691.88
Orlando Health Orlando Regional Medical	32 West Gore Street	Orlando	FL	32806	Acute Short Term Hospital		7	90909.97
Orlando Health Melbourne Hospital	250 North Wickham Road	Melbourne	FL	32935	Acute Short Term Hospital	215	33	52329.85
Orlando Health Jewett Orthopedic Institu	60 Columbia Street	Orlando	FL	32806	Acute Short Term Hospital	20	1	39263.08
Advanced Surgical Care of Viera, LLC	8240 Devereux Drive	Melbourne	FL	32940	Ambulatory Surgicenter	9	9	30896.39
Orlando Health Arnold Palmer Hospital fo	92 West Miller Street	Orlando	FL	32806	Children's Hospital	124	2	26902.94
Thien Huynh	4500 San Pablo Road South	Jacksonville	FL	32224	Radiology	2	1	20179.45
Nemours Children's Hospital	6535 Nemours Pkwy.	Orlando	FL	32827	Children's Hospital	503	7	18732.09
Jeet Patel	4500 San Pablo Road South	Jacksonville	FL	32224	Radiology, Diagnostic	5	1	6638.65
KT-ABA LLC	2543 Empire Avenue	Melbourne	FL	32934	Unknown	22	1	6524
Paul R. Williamson	110 West Underwood Street	Orlando	FL	32806	Surgery, Colon & Rectal	22	1	5378.92
Orlando Health Dr. P. Phillips Hospital	9400 Turkey Lake Road	Orlando	FL	32819	Acute Short Term Hospital	462	1	4824.6
David D. Thiel	4500 San Pablo Road South	Jacksonville	FL	32224	Urology	1	1	3888.72
Cristine Sandra Velazco	60 West Gore Street	Orlando	FL	32806	Surgery	28	1	3781.42
Naren R. Ramakrishna	1400 South Orange Avenue	Orlando	FL	32806	Radiation Oncology	9	1	3647.78
Orlando Health Heart & Vascular Institut	10000 West Colonial Drive	Ocoee	FL	34761	Acute Short Term Hospital	60	1	3561.97
Javier Acevedo	1222 South Orange Avenue	Orlando	FL	32806	Cardiovascular Disease	16	1	3550.89
Orlando Health St. Cloud Hospital	2906 17th Street	St. Cloud	FL	34769	Acute Short Term Hospital	44	1	3099.98
Neeley Renee Hughey	3270 Suntree Blvd.	Melbourne	FL	32940	Licensed Professional Counselor	11	3	2092.24
UF Health Spanish Plaines Hospital	1451 El Camino Real	The Villages	FL	32159	Acute Short Term Hospital	7	1	2074.5
Jared B. Moyles	590 Malabar Road Southeast	Palm Bay	FL	32907	Podiatrist	11	9	2029.77

Member Service/Experience

	Aetna: Aetna Concierge	**Cigna:** One Guide	**UHC:** Advocate4Me
Onsite/Dedicated Support		Option to add this. City to discuss during finalist presentation.	Yes - Onsite or remote. City to discuss during finalist presentation. This role can be claims assistance, clinical, wellness, or a combination
Service Center Hours (EST)	M-F 8AM-6PM	24/7	M-F 8AM-11PM
After hour inquiry method	Aetna Virtual Assistant; AI-powered customer service platform, call summary & case prep Self Service options – Who's covered – effective dates and type of coverage – Benefit information – medical information such as copay, deductible and coinsurance – Claim details – claim status and payment details – Premium payments – Requesting ID cards	24/7 support	Self service options
Member Portal Highlights	Detailed provider search, cost estimates, virtual care appointment scheduling, submit/pay claims	Manage health goals, update personal health records, access to wellness tools, provider search, coverage information, view claim status	Personalized home screen and "my plan", provider search, view claim status, coverage info, pay claims, chat with advocate
Channels to Connect with Members	Phone, Email, Chat, Outbound Text, Aetna Health App	Phone, chat, email, myCigna mobile app	Phone, myUHC mobile app and online portal, live chat

Well-being & Virtual Care

	Aetna	Cigna	UHC
Dedicated Well-being specialist for the City?	Yes	Yes	No, the account team will assist with wellness and engagement
Well-being Program	Aetna Health Your Way incentive program Up to $100 in E-GCs for employees (spouses?). Earn hearts, challenges, preventive care, and coaching	Cigna Wellbeing Solution and Mycigna Discuss in more detail during finalist meeting.	UHC Core Rewards Up to $300 in Visa GCs for employees and spouses. Daily goals and challenges, preventive care, and coaching
Virtual Care Offerings	24/7 CVS Health Virtual	24/7 Virtual Care through MDLive	24/7 Virtual Visits through Teladoc

Account Management

	Aetna	Cigna	UHC
Proposed Executive Sponsor	Cathy Aguirre, Market Head for Public and Labor in the Southeast	Christine Castellvi, N. FL General Manager	Maryellen Goodwin, Vice President of Sales & Account Management
Proposed Account Management team & years experience	Kimberly McMenamy (Account Executive) - 28 years. Delithia Moore-Turner (Account Manager) - 24 years. Michelle Trapp (Plan Sponsor Liaison) - 25 years. City's current account team	Robert Franklin (Senior New Business Manager) Janis Mauer (Senior Account Manager) - 33 Years, Bryse Connor (Client Experience Consultant) - 2 Years, 9 months previously was a Health Engagement Consultant Bridgette Jones (Client Service Executive) - 27 Years *New Business Manager – Leads initial sale, pricing, and plan selection; transitions account to implementation and account teams.* *Senior Account Manager – Monitors services, leads meetings, and analyzes financial/utilization reports.* *Implementation Manager – Oversees plan setup and employee transition; coordinates with City and Cigna teams for accurate execution.* *Client Experience Consultant – Executes benefit strategy, supports wellness and communication efforts, and leads open enrollment.* *Client Service Executive – Main contact for escalated issues; ensures smooth service delivery across internal teams.*	Dawn Keller (Strategic Account Executive) 23 years Strategic Account Executive (SAE) – Customer relationship owner with overall responsibility of your account. ■ Field Account Manager (FAM) – Customer relationship manager who ensures group needs are met, provides training on our customer and member tools and regularly meets to discuss overall service trends. ■ Dedicated Client Service Manager (DCSM) – Owns the overall customer service experience and serves as a single point of contact for service issue resolution.
Implementation Manager	N/A	Heather Miller - 14 years,	TBD; announced in finalist stage
Meeting Cadence	As often as needed/requested Annual stewardship / year end review	As often as needed/requested Annual stewardship / year end review Quarterly strategic partnership meetings	As often as needed/requested Annual stewardship / year end review

Next Steps

- Finalist meetings with all medical vendors are scheduled to occur Tuesday, November 4th and Wednesday, November 5th

- Meetings to be scheduled as applicable to review ancillary lines

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5 Appendix

Supporting the City of Melbourne with our whole heart

Value Aetna brings to City of Melbourne

It has been our pleasure to partner with you over the last several years and we want to begin by thanking you for your business. The integrated health care experience we offer is more than simply linking health and pharmacy benefits. It's a seamless, easy-to-access health experience for every member, on every journey. It's care that's within reach, ahead of the curve and just around the corner. And it all starts with a plan prepared specifically for the **City of Melbourne including**:

- **Cost Saving** Alternative plans being offered as potential options
- **Maintaining $125k** Wellness Allowance
- **Performance Guarantees** with $214,587 Premium at Risk
- **Aetna Health Your Way Achieve**-Wellness Platform, helps members to better understand and improve their health and members can earn up to $100.00.

Look for the stars-superior value

1,600
Aetna® employees dedicated to Public Sector and Labor[1]

15,000+
CVS Health® employees represented by labor unions[2]

4.7M+
Aetna Public Sector and Labor members[3]

Partnership starts at home

We live, work and raise families in the same communities where you and your members live, work and raise families. We're by your side in more ways than one.

Dedicated presence

299K national employees including more than **10,000** in Florida with local offices in **Tampa**, Orlando, Ft. Lauderdale, Miami and Jacksonville. Supporting approximately 1,250,000 members across the State of Florida.

Florida Public Sector team

We have over 40 employees in Florida who do nothing but work with Public Sector entities like the City of Melbourne. Your Account Executive will orchestrate these resources to ensure we leverage this experience and talent for you.

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Aetna One Choice

Care Management Program. An Innovative Solution that focuses on the member risk score, not the traditional case management and disease management.

Each City of Melbourne member is unique. So are their health needs. For some, a primary care physician is just one small part of the larger experience. That's why we offer truly integrated and whole-person care for every aspect of the health journey.

We start with a strong clinical foundation. Then we add group coaching, expanded staffing and end-to-end care features like:

- Local Support with CVS and Minute Clinic
- One-to-one nurse support-personalized care
- Tools, Tips, and Support Centers such as the Aetna Member Website
- Hyperlocal care through CVS Pharmacy®, MinuteClinic® and CVS® HealthHUB™ locations
- Access to Information whenever, wherever

Personalized engagement-Closing the Gaps in Care

We find many ways to keep members happy, healthy and motivated, including leading-edge data science and artificial intelligence. Aetna Advice® engages and inspires your members based on their previous habits. Results[8] tell us this approach is working:

- **Aetna Advice** engages **31 percent** more of the population
- **5-15 percent** of members have changed their behaviors
- We're encouraging members to make smarter site-of-care choices

Meanwhile, we engage members *on their terms* — when, where and how they need us. In other words, we fit into their world, not the other way around. This leads to increased engagement and healthier outcomes for them, bigger savings for you.

*Savings can vary. Most clients see at least a 2:1 ROI with the average customer experiencing $27.52, which can vary based on the customer. Based on internal analysis using Aetna Book of Business results.
7 2019 member satisfaction results of members who expressed completely, very or somewhat satisfied with their care management experience in Aetna In Touch Care℠ Premier (most similar current model to Aetna One Choice).
8 CVS Health analytics and behavior change - Impact of multichannel capabilities improving care management reach rate, 2019

Support where members need it most- In your backyard & Nationally, Aetna has providers for you-99.5% network match

Network choice and flexibility: Reaching members in more ways

To remove barriers to care, we give members options. And we give employers choices when it comes to provider networks. From our broad network to high-performance and accountable care arrangements, we'll connect you and your members wi high-quality, cost-effective care.

We go beyond our traditional network with local options that provide greater convenience and savings. As part of CVS Health®, convenient MinuteClinic® and CVS® HealthHUB™ locations offer care that's affordable and right in your backyard. Best of all, you can offer MinuteClinic visits at no extra cost** to members to help ensure they get the care they need, when they need it.

High-quality local touchpoints[9]

CVS Health®

- **9,900+** retail locations in 49 states, the District of Columbia and Puerto Rico
- Approximately **1,100** MinuteClinic® locations
- **26** retail specialty pharmacies
- **68,000+** retail network pharmacies
- **75** major health system affiliations
- **113M+** PBM members
- **5M** patients served by Omnicare® annually
- **205K** Coram patients receive services annually

Providers in network[10]	**2.6M**
Provider visits[11]	**173.5M**
Virtual provider visits[11]	**17.9M**
Hospitals	**6,215**
Members in value-based care (VBCs)[12]	**5.4M**
Commercial VBC arrangements[12]	**1,032**

Achieving integrated value for medical and pharmacy

Members will benefit from a fully connected health experience.

Our combined CVS Health® and Aetna® assets give us more ways to drive engagement and enhance outcomes. For example, standalone pharmacy benefits managers may reduce costs by negotiating with pharmaceutical companies, but they lack the ability to influence member behavior. And while retail pharmacies may help patients manage conditions, they may not be integrated with electronic health records. Our positioning means we offer a number of advantages including a connected experience and total cost-of-care savings.

With seamlessly integrated medical and pharmacy comes greater opportunity to:

- Improve trends and outcomes
- Reduce costly events like ER visits and inpatient days
- Target at-risk members earlier and engage them more effectively
- Create an integrated digital experience
- Offer a simpler, member-preferred benefits experience

We can find gaps in care, recommend alternatives for high-cost medication and identify drugs that may clash with a condition or other medication.

Integrated assets amplify results[1,2]

2%
sustained lower annual medical trend of two percentage points

40%
higher level of engagement in care management programs

6%
higher drug adherence rate for chronic conditions

One care team
One ID card
One phone number
One integrated account team

Seamless connections	Personal engagement	Behavior change	Our promise
Building trusted relationships through connections only CVS Health and Aetna can deliver	Offering personalized member engagement with care managers, pharmacists and digital platforms	Engaging and pointing members to the care they need and driving behavior change	Improving utilization and population health leading to cost savings

[1] CVS Health/Aetna Clinical Analytics integrated Value 2021. Actual savings may vary by and dependent on products purchased by plan sponsor.
[2] Based on CSI population of 13M members in 2020 of which ~2.16M have Rx claims; ~ 52% of those with Rx claims are CVS Health® fillers

Access to care anytime, anywhere

Care and benefits at your fingertips

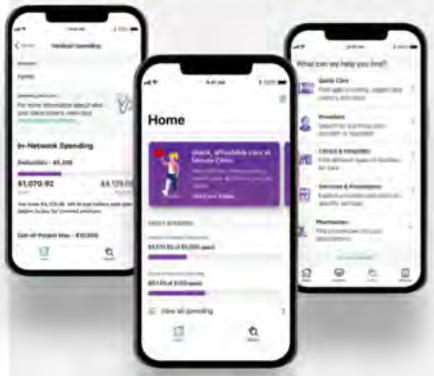
Our Aetna Health℠ platform lets members access their personal health information as well as useful tools, programs and resources all in one place. By helping your employees find a doctor, estimate costs, view claims and more, we help them manage every aspect of their health.

We take care personally

Offered as part of the robust Aetna One® Flex your employees can connect to a personal health concierge. This empathic and knowledgeable person helps members use their benefits effectively while:

- Educating them on available health programs
- Navigating digital resources together
- Identifying gaps in care and more

View the mobile experience



Personal touch

Digital health support

Innovative tools

Offering solutions to engage all members

Live contact

Self-service

Concierge service is only a call away

97.7% overall satisfaction[11]

95.3% of questions answered on the first call[11]

11 Aetna ASO Post-call Dashboard, 2021.

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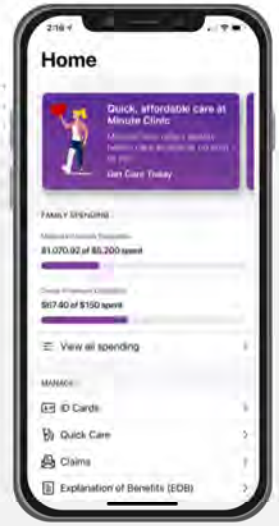
Offering solutions to engage all members

A convenient digital front door to managing your health

Our Aetna Health℠ platform provides members with a single access point for personalized, real-time health information. We've packaged all digital tools, programs and resources neatly into one comprehensive experience. We offer single-sign-on from our member website to the **City of Melbourne** website and third-party program partners.

By helping members find a doctor, estimate costs, view claims and more, we help them manage every aspect of their health. The site and app also house a health assessment, online health coaching programs and decision-support tools.

View the mobile experience



Virtual care anytime, anywhere

The single, comprehensive experience of CVS Health Virtual Care connects the best in CVS Health and Aetna services. With our approach, your employees have access to a care team, including nurses, a medical doctor and a CVS Pharmacist, to help them seamlessly navigate their health journey. And virtual care is easily integrated with in-person services, Aetna care management, and Aetna high-performing specialist networks.

Aetna Health Your Way Achieve

Leading engagement where wellbeing meets care

AHYW- Comprehensive total wellbeing pathways and enhanced user interface have been built out organically since program inception. The award-winning offering is more than just steps, it's a highly engaging, proven offering covering physical activity, mental health, financial health, nutrition, and social connection – with a built-in challenges platform and a wealth of educational resources. incorporates a comprehensive list of activities for members to choose from on their path toward better health.

16 ASO Post Call Dashboard, 2021.

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Analytics and insights

To help you evaluate our performance, we use a powerful analytics environment to collect integrated data from medical, pharmacy and third-parties. Then we turn the information into clear insights to refine your plan strategies. By evaluating areas like the social determinants of your population, we can work together to achieve health equity, reduce barriers to care and save costs.

For example, you can set custom triggers to see trends as they happen. Take emergency room (ER) usage — you can set a trigger alerting you to ER usage that could have been handled in a non-urgent setting. With this information you can:

- Educate members about appropriate site-of-care options
- Help them find an in-network primary care physician
- Encourage them to use local, quality care resources like MinuteClinic® locations

Why Aetna®?

We provide **health advocacy** and personalized support for every member

We deliver **strategic insights** and help remove barriers to care

We help you **control costs** without sacrificing quality

With **integrated medical and pharmacy**, we create a seamless member experience, increased engagement and savings

At the intersection of innovation and compassion, we're right **where you want us to be**

A strategic account team by your side

As your partner, we'll help you maximize your benefits package. Collaborating with you, we'll map out key milestones for a smooth transition. Then your implementation team will do the heavy lifting. You'll have skilled specialists at your service, equally committed to your success. With several years of combined experience and **93 percent** satisfaction with Aetna, service is a core value you can count on.[17]

Proposal highlights

Financial highlights and performance guarantees are below. Please refer to the financial section of the proposal for a full description.

Financial highlights	Additional details
• Fully-insured Proposal with potential alternative plans • Performance Guarantee with premium at risk • Self-insured plan offering	• CVS Virtual Care • Aetna One Choice
Allowances	• $125K Wellness (Ongoing)
Wellness Program (Aetna Health Your Way Achieve)	• Health assessment and other micro assessments • Total wellbeing goal-setting and tracking • Lifestyle-educational content • Physical activity tracking • Biometric and Preventive screenings • Challenges with social components • $100 Reward available for members completing activities
Performance Guarantee Member Satisfaction Implementation/Account Management	• Premium at Risk: $214,587

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City of Melbourne
The Harbor City

A healthy business starts with healthier employees.

On behalf of our entire organization, thank you for the opportunity to submit a proposal to be your partner in improving the health and vitality of the City of Melbourne, your employees and their families.

The challenges you face are daunting; stress and burnout are lowering the vitality of your workforce, low engagement in employee health and well-being is contributing to poor health decisions, and there are enormous cost pressures on your department…just to name a few.

Based on our deep understanding of the unique needs of county government departments, we believe Cigna Healthcare℠ is best positioned to help you meet the challenges and opportunities in the future of healthcare.

We're committed to helping you achieve your goals by offering the following:

1. Smart Support Customer Service Program, end to end service model designed specifically for the public sector
2. Option to add a dedicated onsite wellness coordinator
3. Broad choice of competitive funding arrangements offering protection and the opportunity to participate in good claims experience.

Offer highlights:

- **1 traditional Fully Insured option 4.5% below current pricing**
- **1 Fully Insured Plus option 2.5% below current pricing offering a surplus share to the City**
- **3 year flat ASO fee**
- **0% Trend Guarantee on ASO quote**
- **24/7/365 customer service access**
- **$125,000 annual wellness fund**
- **$75,000 annual Optional Services/ Miscellaneous fund**
- **Designated Client Experience Consultant**

Offered by Cigna Health and Life Insurance Company or its affiliates.

cigna healthcare

City of Melbourne
The Harbor City

Serving those who serve in the public sector

Public sector employees serve people at the local level. At Cigna Healthcare, we do the same. We're dedicated to promoting the health and well-being of municipal employees. Our integrated benefits and scalable outreach programs are designed to educate, engage, and support customers with the goal of making a difference in people's lives and driving positive outcomes.

We partner with you to:

- Develop flexible, customized solutions based on your employees' unique needs.
- Provide more effective support with the help of local account teams.
- Keep employees engaged through personalized and digital experiences.

3.3 million customers in local governments, school districts, colleges and universities[1]

Cigna Healthcare enables smarter health decisions – for you and your employees – by embedding clinical expertise into everything we do.

Smart Support Program and Cigna One Guide

An enhanced level of service designed specifically for government and education clients.

Our Cigna Healthcare Smart Support® Program is an end-to-end service offering created to promote government and education employee wellness and manage costs. You can expect dedicated, multidisciplinary teams to support you and your employees. And a tailored benefits strategy that specifically matches your population's needs.

Smart Support offers best-in-class, **24/7** Support for the public sector.

Tailored benefits strategy and teams

- Sales, proposal management, quality/technical review and underwriting teams dedicated to the public sector.
- Collaboratively-built benefits plans based on industry best practices, state dynamics and employee's health needs.
- Simplified implementation process supported by dedicated Implementation Managers.
- Employee communications for a seamless transition.
- A dedicated Smart Support call team with 24/7/365 live customer service.
- A team of personal Health Care Advocates.
- My Personal Champion® program, which provides a single point of contact for employees who need additional support during periods of complex medical care.
- Wellness tools on **myCigna.com**® and the **myCigna** app.

cigna healthcare

City of Melbourne
The Harbor City

Here's how we'll partner with the City of Melbourne to enable smarter decisions.

We will understand the unique needs of your employees.

Health Data	Driving superior care management with a deep understanding of your employees' needs.
24/7/365 Service and Care	Providing access to in-the-moment care and administrative answers any time, every day.
Getting Care, Your Way	Making care more accessible and personal with digital tools, experts and expertise to meet the preferences of ALL your employees.
Comprehensive Care Management	Wrapping our customers in deep, comprehensive care and support across their whole health journey.

We will be laser focused on quality provider relationships and delivering great health outcomes for ALL our customers.

Strong Network Solutions	The City of Melbourne is projected to achieve [X.X%] medical cost savings because of recent rate improvements.
Beyond Contracting, Aligning Incentives	Expanding value-based care relationships and collaborating with health professionals to measurably improve health outcomes.
Diversity Matters	Diversifying our networks and connecting customers with culturally-attuned clinicians to build trust and reduce health disparities.

We will deploy our public sector team where it's needed most.

Tailored, Seamless Solutions	Integrated medical, pharmacy, behavioral and supplemental solutions, customized to address the specific needs of Local Governments that to reduce costs and simplify your benefits.
Implementation & Transition of Care	Supporting your transition to Cigna Healthcare every step of the way, from guided onboarding through migrating employee care.
Experienced Account Team	A team of tenured experts with experience implementing, managing and consulting with local governments.

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cigna healthcare

City of Melbourne
The Harbor City

Dedicated resources throughout the client experience to meet the needs of local governments

A team with specialized groups of designated individuals throughout the entire service experience.

Acquisition & Renewals
Dedicated and knowledgeable sales teams

Sales Process Support & Service
Specialized teams to collaborate on bid specs to provide customized proposal responses

Implementation & Client Management
Specially trained in higher education and specific client requirements

Customer Experience
Dedicated team with knowledge of your plan designs and unique cultural characteristics of your employees.

Partnering with local communities

Addressing emergency responder needs

- First Responder roundtables
- Emergency Responder and Public Safety Clinical Certification™: helping behavioral health providers understand the unique mental health needs of emergency responders
- Veteran Support Line

Supporting health equity

- $14 million in annual grants to support nonprofits that are addressing health disparities and enhancing health and well-being
- Our proprietary Social Determinants Index (SDI) enables us to partner with Hillsborough Sheriff's Department to create unique solutions for their populations

Let's work together to help your employees flourish.

Now is the time to ensure your organization is future proof and ready for whatever comes next. We look forward to continued discussions and, once again, thank you for this opportunity.

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Plan Performance

Reporting Package: April 2023 – March 2025

Prior Year's Loss Ratios and Renewals

Plan Year	Avg EEs	Gross Claims	Gross Claims PEPM	Billed Premium	MLR	Pooling Level	Paid Over Pooling Level	Resulting Increase	Renewal Comments
2019-2020	982	$8,655,371	$734.32	$9,828,334	88%				
2020-2021	864	$8,466,814	**$817.02**	$9,663,521	87%				
2021-2022					Unknown, transitioned to Aetna				
2022-2023	882	$13,138,002	**$1,241**	$10,946,072	120%	$250,000	$374,038	16%	
2023-2024	855	$15,239,272	$1,486	$12,151,204	125%	$250,000	$699,228	18.53%	Raised Deductibles, OV & Sp Copays, Lowered UC and ER
2024-2025	858	$13,125,255	$1,275	$14,202,328	92%	$250,000	$217,453	20.44%	
2025-2026	858			$17,124,370				-	
Average									

52% increase in pepm claims between 2020/2021 plan year and the 2022/2023 plan year, the loss of Health First Health Plans discount and managed care model was likely a contributing factor

Plan Performance Detail – April 2024 through March 2025

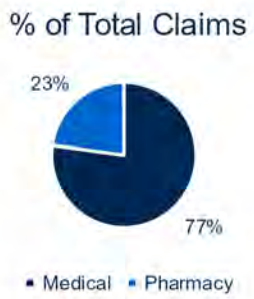
	Enrollment		Plan Costs			Claims vs. Billed Premium	
Month	Employees	Members	Medical Claims	Rx Drug Claims	Gross Paid Claims	Billed Premium	% of Billed Premium (MLR)
Apr-24	857	1,655	$597,293	$345,321	$942,614	$1,189,719	79.2%
May-24	857	1,656	$614,110	$295,801	$909,911	$1,187,253	76.6%
Jun-24	868	1,674	$883,312	$315,291	$1,198,603	$1,202,783	99.7%
Jul-24	863	1,666	$689,712	$372,884	$1,062,596	$1,196,939	88.8%
Aug-24	867	1,665	$711,630	$295,875	$1,007,505	$1,197,350	84.1%
Sep-24	866	1,665	$921,171	$369,137	$1,290,308	$1,195,882	107.9%
Oct-24	863	1,661	$1,042,908	$340,304	$1,383,212	$1,190,299	116.2%
Nov-24	858	1,646	$670,847	$294,970	$965,817	$1,184,401	81.5%
Dec-24	853	1,632	$753,730	$359,216	$1,112,946	$1,174,601	94.8%
Jan-25	847	1,607	$743,545	$304,320	$1,047,865	$1,163,210	90.1%
Feb-25	847	1,608	$1,053,130	$228,922	$1,282,052	$1,161,404	110.4%
Mar-25	849	1,603	$611,675	$310,151	$921,826	$1,158,487	79.6%
Total	**10,295**	**19,738**	**$9,293,063**	**$3,832,192**	**$13,125,255**	**$14,202,328**	**92.4%**
Monthly Average	**858**	**1,645**	**$774,422**	**$319,349**	**$1,093,771**	**$1,183,527**	
PEPM			**$902.68**	**$372.24**	**$1,274.92**	**$1,379.54**	
PEPM % Change from Prior			**-21.2%**	**9.4%**	**-14.2%**	**16.4%**	

High-Cost Claimant Activity > $100k – April 2024 through March 2025

Claimants over $100,000			
Claimant	Relationship	Primary Diagnosis	Amount Paid
Claimant #1	Subscriber	Malignant Neoplasm Of Cerebellum	$353,913
Claimant #2	Subscriber	Other Intervertebral Disc Degeneration, Lumbar Region	$352,608
Claimant #3	Subscriber	Diverticulitis Of Large Intestine With Perforation And Abscess Without Bleeding	$259,946
Claimant #4	Spouse	Other Malignant Neuroendocrine Tumors	$250,986
Claimant #5	Subscriber	Malignant Neoplasm Of Frontal Lobe	$244,568
Claimant #6	Subscriber	Nonrheumatic Aortic (Valve) Stenosis	$209,292
Claimant #7	Subscriber	Stable Burst Fracture Of T11-T12 Vertebra, Initial Encounter For Closed Fracture	$190,071
Claimant #8	Spouse	Restricted Diagnosis	$174,160
Claimant #9	Subscriber	Other Cerebral Infarction	$171,871
Claimant #10	Subscriber	Spinal Stenosis, Cervical Region	$156,261
Claimant #11	Subscriber	Malignant Neoplasm Of Central Portion Of Right Female Breast	$154,344
Claimant #12	Spouse	Malignant Neoplasm Of Upper-Outer Quadrant Of Left Female Breast	$147,552
Claimant #13	Subscriber	Gastro-Esophageal Reflux Disease With Esophagitis, Without Bleeding	$142,350
Claimant #14	Child	Chronic Sinusitis, Unspecified	$117,557
Claimant #15	Child	Localization-Related (Focal) (Partial) Symptomatic Epilepsy And Epileptic Syndromes With Complex Partial Seizures, Intractable, Without Status Epilepticus	$108,222
Claimant #16	Subscriber	Restricted Diagnosis	$104,004
Claimant #17	Spouse	Restricted Diagnosis	$101,971
Total			**$3,239,676**
Total Medical/Rx Claims Current Period: Paid April 2024 - March 2025			**$13,125,255**
Large Claim % of Medical/Rx Claims Paid			**24.7%**

Plan Performance Detail – April 2023 through March 2024

	Enrollment		Plan Costs			Claims vs. Billed Premium	
Month	Employees	Members	Medical Claims	Rx Drug Claims	Gross Paid Claims	Billed Premium	% of Billed Premium (MLR)
Apr-23	864	1,694	$704,291	$250,466	$954,757	$1,024,465	93.2%
May-23	865	1,702	$1,004,189	$321,005	$1,325,194	$1,026,995	129.0%
Jun-23	860	1,689	$734,988	$248,277	$983,265	$1,020,295	96.4%
Jul-23	853	1,675	$1,707,874	$250,464	$1,958,338	$1,013,567	193.2%
Aug-23	847	1,661	$899,909	$334,541	$1,234,450	$1,005,504	122.8%
Sep-23	852	1,658	$1,578,192	$268,848	$1,847,040	$1,005,715	183.7%
Oct-23	849	1,659	$896,895	$309,105	$1,206,000	$1,004,422	120.1%
Nov-23	840	1,649	$916,637	$298,118	$1,214,755	$995,023	122.1%
Dec-23	854	1,672	$758,431	$311,489	$1,069,920	$1,011,471	105.8%
Jan-24	853	1,667	$840,531	$292,786	$1,133,317	$1,009,515	112.3%
Feb-24	856	1,679	$728,542	$302,136	$1,030,678	$1,014,640	101.6%
Mar-24	863	1,691	$980,687	$300,871	$1,281,558	$1,019,592	125.7%
Total	**10,256**	**20,096**	**$11,751,166**	**$3,488,106**	**$15,239,272**	**$12,151,204**	**125.4%**
Monthly Average	**855**	**1,675**	**$979,264**	**$290,676**	**$1,269,939**	**$1,012,600**	
PEPM			**$1,145.78**	**$340.10**	**$1,485.89**	**$1,184.79**	



High-Cost Claimant Activity > $100k – April 2023 through March 2024

Claimants over $100,000			
Claimant	**Relationship**	**Primary Diagnosis**	**Amount Paid**
Claimant #1	Subscriber	Chronic Myeloid Leukemia, Bcr/Abl-Positive, Not Having Achieved Remission	$629,657
Claimant #2	Subscriber	Acute Appendicitis With Perforation, Localized Peritonitis, And Gangrene, Without Abscess	$496,919
Claimant #3	Child	Other Foreign Object In Esophagus Causing Other Injury, Initial Encounter	$322,652
Claimant #4	Subscriber	Other Chronic Pancreatitis	$247,097
Claimant #5	Spouse	Encounter For Antineoplastic Immunotherapy	$219,749
Claimant #6	Spouse	Malignant Neoplasm Of Central Portion Of Left Female Breast	$202,946
Claimant #7	Child	Major Laceration Of Spleen, Initial Encounter	$201,654
Claimant #8	Subscriber	Malignant Neoplasm Of Upper-Outer Quadrant Of Right Female Breast	$200,229
Claimant #9	Subscriber	Non-St Elevation (Nstemi) Myocardial Infarction	$184,970
Claimant #10	Subscriber	Spinal Stenosis, Lumbar Region Without Neurogenic Claudication	$175,471
Claimant #11	Subscriber	Encounter For Antineoplastic Chemotherapy	$165,905
Claimant #12	Spouse	Other Cervical Disc Displacement At C5-C6 Level	$158,772
Claimant #13	Subscriber	Spinal Stenosis, Lumbar Region With Neurogenic Claudication	$154,914
Claimant #14	Subscriber	Malignant Neoplasm Of Unspecified Site Of Left Female Breast	$151,481
Claimant #15	Subscriber	Other Intervertebral Disc Degeneration, Lumbar Region	$151,152
Claimant #16	Subscriber	Sepsis, Unspecified Organism	$146,729
Claimant #17	Subscriber	Unilateral Primary Osteoarthritis, Right Hip	$145,004
Claimant #18	Spouse	Other Spondylosis With Myelopathy, Cervical Region	$144,945
Claimant #19	Spouse	Other Tear Of Medial Meniscus, Current Injury, Left Knee, Initial Encounter	$142,153
Claimant #20	Subscriber	Malignant Neoplasm Of Overlapping Sites Of Bladder	$138,586
Claimant #21	Subscriber	Gram-Negative Sepsis, Unspecified	$132,852
Claimant #22	Subscriber	Secondary Malignant Neoplasm Of Liver And Intrahepatic Bile Duct	$125,543
Claimant #23	Subscriber	Other Pulmonary Embolism Without Acute Cor Pulmonale	$120,289
Claimant #24	Subscriber	Unilateral Primary Osteoarthritis, Left Knee	$117,990
Claimant #25	Subscriber	Unspecified Atrial Fibrillation	$111,522
Claimant #26	Subscriber	Malignant Neoplasm Of Anus, Unspecified	$103,813
Claimant #27	Spouse	Crohn'S Disease, Unspecified, Without Complications	$103,049
Claimant #28	Spouse	Menopausal And Female Climacteric States	$102,993
Claimant #29	Spouse	Dysphagia, Unspecified	$100,541
Total			**$5,399,577**
Total Medical/Rx Claims Paid April 2023 - March 2024			**$15,239,272**
Large Claim % of Medical/Rx Claims Paid			**35.4%**

This analysis contains a summary of benefit provisions. Please refer to the final contract, when issued, for a full list of coverage and exclusions.

The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/ dependents (e.g., actively at work, COBRA, FMLA), final enrollment, etc. Although we make every effort to convey final rates and terms, certain changes to the aforementioned frequently arise during the implementation process. Some changes may result in rate modifications being required by the carriers.

If you elect to change carriers, Brown & Brown Insurance Services, Inc. will provide sample language and will be happy submit the cancellation letter to the carrier on your behalf if you would like. If you are cancelling coverage on your own, please feel free to contact your Brown & Brown Insurance Services, Inc. representative if you have any questions about the timing for submission of the cancellation letter. Brown & Brown Insurance Services, Inc. wants to ensure that any gap in coverage is avoided during the cancellation process.

This report reflects current and alternate benefit options. Different benefit levels may be available upon request.

This presentation is the proprietary work product of Brown & Brown Insurance Services, Inc. and is not authorized for further use or distribution. Brown & Brown Insurance Services, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.

All insurance carriers have their own operating procedures. A change in carrier could affect the way certain services are covered.

Brown & Brown Insurance Services, Inc. representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.

The network provider/facility lists obtained via carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.

Failure to adhere to state and federal regulations for employee benefit plans, such as reporting and disclosure requirements (e.g., SBC distribution for medical plans) may result in significant fees and penalties to the employer. For a more comprehensive explanation of the requirements and prevailing penalties, you may contact your Brown & Brown Insurance Services, Inc. representative at any time.

Notice of Carrier Financial Status

Brown & Brown makes every attempt to place coverage with carriers rated A- or better* through AM Best (www.ambest.com), a national credit rating agency with a specific focus on the insurance industry. Because an AM Best rating is not required by the various state departments of insurance, there are many carriers in the Employee Benefits industry that elect not to participate in AM Best's rating process for various reasons. Therefore, Brown & Brown periodically places coverage with carriers rated less than A- or non-rated by AM Best.

Please be advised that Brown & Brown does monitor carriers rated less than A- or non-rated on an ongoing basis. However, because Brown & Brown cannot certify the financial soundness or stability of any insurance company or alternative risk transfer entity, or otherwise predict whether the financial condition of a company might improve or deteriorate, we encourage you to review the financial information for each carrier at AM Best's website (www.ambest.com), a state department of insurance website, the applicable carrier website and/or with your accountant, legal counsel and other advisors.

If you need assistance identifying the appliable issuing carriers for your current coverage, renewal coverage, or the coverage options being presented to you, please feel free to contact us at 508-485-4000 for assistance. Alternative quotes with an A- or better rated carrier may also be available upon your request.

*AM Best General Rating Guide

Financial Strength Rating	
A++, A+	Superior
A,A-	Excellent
B++, B+	Good
B, B-	Fair
C++, C+	Marginal
C, C-	Weak
D	Poor
E	Under Regulatory Supervision

Financial Size Category (in Thousands)			
Class I	Up to $1,000		
Class II	$1,000	to	$2,000
Class III	$2,000	to	$5,000
Class IV	$5,000	to	$10,000
Class V	$10,000	to	$25,000
Class VI	$25,000	to	$50,000
Class VII	$50,000	to	$100,000

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	1
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.22.

Subject:
Ordinance No. 2025-61, Annexation (ANNX2024-0009); Ordinance No. 2025-62, Comprehensive Plan, Future Land Use Map Amendment (MAP2024-0030); Ordinance No. 2025-63, Rezoning (MAP2025-0031), Site Plan Approval (PLAN2025-0026) Preserve Multi-Family Residential

Background/Consideration:
This is the first reading of three (3) ordinances annexing 17.65± acres, establishing a Mixed Use Future Land Use and R-2 (One-, Two-, and Multiple-Family Dwelling Medium Density District) zoning with site plan approval for an apartment complex for the same 17.65± acres of undeveloped property located on the west side of North Wickham Road, north of Post Road, at Preserve Drive/Pebble Creek Street. The parcel IDs are 26-36-36-00-6 and 26-36-36-02-R. The property is located within Council District 1.

The applicant has requested that the 17.65± acres be annexed into the City of Melbourne to receive City services for the development of a 264-unit, multi-family residential development at an overall density of 14.9± units per acre. Additionally, the request is for the establishment of Mixed Use Future Land Use and R-2 zoning to allow the proposed development.

Two four-story residential apartment buildings with a total of 112 units are proposed on the north side of Preserve Drive, along with two (2) garage buildings and a maintenance building. The plan identifies that the closest single-family residential structure is located approximately 196± feet to the west. Amenities for the complex are located on the north side, including a clubhouse with pool and a fenced dog park area. The project will preserve a large, 2.35±-acre wetland area along the north end of the property. On the south side of Preserve Drive, two four-story residential apartment buildings are proposed with a total of 152 units, along with three (3) garage buildings, a trash compactor and a private lift station to serve the development. All residential apartment buildings are proposed at an overall height of 44’ 8” tall (48 feet is permitted) and the project provides 1-, 2- and 3-bedroom units.

The project exceeds all setback requirements for the R-2 zoning district. Access to the north side of the development is a centrally-located driveway in front of the clubhouse, with gated access beyond the amenity area. Access to the south is located further to the west, accommodating the entrance for the residents and the shared compactor (concierge trash pick-up is proposed). The applicant received a Waiver of Visual Screen approval by the Planning and Zoning Board to provide a six-foot-tall, opaque, vinyl fence and landscaping abutting the residential lots to the west in lieu of a six-foot-tall masonry wall. A T-shaped wet retention pond with fountains is centrally located between the

apartment buildings and a smaller, dry pond along the west side of the development to serve the development.

The proposed R-2 zoning will continue the pattern of residential uses established in this area and maintain land use compatibility with adjacent parcels. The proposed R-2 zoning will be less intensive than the existing BU-1 zoning currently on the property, which would allow commercial uses. Property to the west/southwest of the subject property is currently the site of an existing apartment complex. A townhome development, zoned R-2, is also located directly to the west and north of Preserve Drive.

Planning & Zoning Board Action
During the November 20, 2025 Planning and Zoning Board meeting, four (4) property owners from The Arbors townhome subdivision (located directly to the west) spoke against the development, citing concerns about traffic safety on Preserve Drive, traffic congestion on Wickham Road, possible flooding and that the residents would prefer a neighborhood commercial development instead of apartments.

Following review and discussion, the Planning and Zoning Board voted three-to-one to recommend approval of items ANNX2024-0009, MAP2024-0031, PLAN2024-0026, and WVS2025-0001, as follows:

- **Annexation** of 17.65± acres into the City of Melbourne corporate limits;
- **Zoning approval** establishing R-2 (One-, Two-, and Multiple-Family Dwelling Medium Density District) zoning;
- **Site Plan approval** for a 264-unit multi-family, apartment complex at an overall density of 15± units per acre; and
- **Waiver of Visual Screen** to install 335± linear feet of 6-foot-tall, opaque, vinyl fence adjacent to the platted residential lots, in lieu of the code-required 6-foot-tall masonry wall.

Regarding the **Comprehensive Plan Amendment** – Establishing a Mixed Use Future Land Use Map classification (MAP2024-0030), the motion to approve by the Planning and Zoning Board failed on a 2-2 vote. Requests for an alternative motion were rejected by the Board; therefore, no formal action was taken regarding the comprehensive plan amendment request.

A valid “Intent to File a Petition” letter for the Comprehensive Plan future land use map amendment and a separate, valid “Intent to File a Petition” letter for the zoning amendment were filed by a property owner within 500 feet of the subject property. Once the petitions are tabulated, if more than 20% of the owners of property within 500 feet have signed each petition, a 6/7ths vote of City Council will be required for approval of the future land use request and for approval of the zoning request during the second reading of the future land use ordinance and the zoning ordinance.

Fiscal/Budget Impact:
Once annexed, the subject property will generate approximately $10,011.83 annually in City taxes.

Requested Action:

a. Approval of Ordinance No. 2025-61, based upon the findings contained in the Planning and Zoning Board memorandum.

b. Approval of Ordinance No. 2025-62, based upon the findings contained in the staff memorandum.

c. Approval of Ordinance No. 2025-63, based upon the findings contained in the Planning and Zoning Board memorandum.

d. Approval of PLAN2024-0026 (to be considered by City Council during the second reading of the ordinance).

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Cheryl A. Dean, AICP, Planning Manager

Re: **Annexation (ANNX2024-0009), Comprehensive Plan Amendment *Minor Amendment* (MAP2024-0030), Zoning (MAP2024-0031), and Formal Site Plan (PLAN2024-0026) Preserve Multi-Family Residential**

Date: November 26, 2025

Owner/Applicant/Representative

- Owner – Shannash Properties, Inc. Stephen Novacki
- Applicant – Kimley Horn; Tyler Enright, P.E.
- Representative – Land Development Strategies, LLC; Kelly Delmonico

Proposed Actions

For a 17.65± acre site, the following actions are requested:

- **Annexation** into the City of Melbourne corporate limits;
- **Comprehensive Plan Amendment** – Establishing a Mixed Use Future Land Use Map classification;
- **Zoning Amendment** – Establishing R-2 (One-, Two-, and Multiple-Family Dwelling Medium Density District) zoning;
- **Site Plan approval** for a 264-unit multi-family, apartment complex at an overall density of 15± units per acre

Location

The subject property is located on the west side of North Wickham Road, north of Post Road, at Preserve Drive/Pebble Creek Street in Township 24, Range 36, Section 36. Once annexed, all property will be located within Council District 1.

History

The property is located within unincorporated Brevard County and contains a 1.89-acre, private roadway right-of-way (Preserve Drive), constructed in 2006, with easements for the development of the Preserve at Long Leaf apartments (ORB4715, PG1423).

Property/Adjacent Property Information

The site is located within unincorporated Brevard County and designated as CC on the County's Future Land Use Map and zoned BU-1.

Frontage:	North Wickham Road, along the east property line Preserve Drive, bisecting the property east-west.
To the East:	Across North Wickham Road, restaurants, retail, office, multi-tenant commercial
Zoning:	C-1; BU-1 (Brevard County)
Land Use:	Mixed Use, General Commercial; CC (Brevard County)
To the West:	The Arbors at Longleaf; The Preserve at Longleaf; pond for Longleaf Elementary School
Zoning:	R-2(6); I-1
Land Use:	Low Density Residential, Conservation; Public/Institutional
To the North:	Common area tract for Glen Ridge Subdivision
Zoning:	R-1B (Single-Family Low Density Residential District)
Land Use:	Low Density Residential
To the South:	First Baptist Church of South Brevard
Zoning:	I-1
Land Use:	Public/Institutional

Annexation Analysis

The owner has requested that the subject 17.65± acres be annexed into the City of Melbourne to receive City services and has submitted a voluntary annexation petition.

The annexation of the 17.65±-acre subject property poses no significant issues as it is a logical extension of the City's municipal boundary. The property being annexed is contiguous to the existing corporate City limits as defined by Florida Statutes, and does not pose any problems with regard to the provision of municipal services. Annexing the property is consistent with the City's Comprehensive Plan policies, the Joint Planning Agreement's Urban Service Boundary, and meets all requirements of Florida Statutes, Chapter 171. The subject property is part of an enclave of unincorporated property that lies on the western side of North Wickham Road. The annexation of the subject 17.65±-acre site will eliminate an existing enclave of unincorporated property.

The properties surrounding the subject site were annexed in the 1978 to 2013 time period. The property to the south was annexed into the City in 1978; the property to the west was annexed in 1991 and 1998; and the property to the north was annexed into Melbourne in 2013. The subject land is the remaining part of a larger unincorporated enclave of property that has been gradually annexed into the City.

Per the Brevard County Property Appraiser's Office, the current estimated taxable value of the 17.65± acres proposed to be annexed is $1,427,870, which will generate

approximately $10,011.83 annually in City taxes. Since the applicant intends to develop this property with an apartment complex once it is in the City of Melbourne, the taxable value of this land should increase. The annexation of this vacant property should not have a significant impact upon any City services.

Upon approval of this annexation, the subject property will be located within Council District 1.

Comprehensive Plan Analysis

A municipal future land use must be established on the 17.65±-acre site once it is annexed into the City. This property is designated as Community Commercial on Brevard County's Future Land Use Map. Per the County's Future Land Use Element, the Community Commercial designation permits the consideration of residential uses at a maximum density of 15 units per acre. The proposed Mixed Use land use also allows a maximum density of 15 units per acre. In addition, the requested zoning (R-2) does not permit commercial uses.

In order to develop multiple family use on this site, the applicant is requesting to establish Mixed Use Future Land Use on the subject property. Future Land Use Element Objective 1.4 states sufficient space shall be provided along major transportation corridors in the City (U.S. 1, U.S. 192, SR A1A, Wickham Road, Eau Gallie Boulevard (SR 518), NASA Boulevard (SR 508), Airport Boulevard, Sarno Road, Babcock Street and St. Johns Heritage Parkway) for areas that allow a mixture of uses, discourage strip commercial development and reduce the need for multiple automobile trips throughout the day.

Multi-family residential developments provide a transition between lower density residential areas and areas developed and/or designated for other denser/intense uses. The subject site will provide a land use transition between a major arterial roadway (Wickham Road) and the lower density residential development to the west.

The allocation of the Mixed Use land use is directed by Future Land Use Element Policy Policy 1.4.2 which states this category is available for promoting mixed-use developments mainly along major transportation corridors. This policy also identifies that the Mixed Use future land use designation is intended to encourage flexible and creative design, protect established residential neighborhoods from adverse impacts of nonresidential development, promote the use of alternative transportation modes, and reduce the cost of public infrastructure. A large area of property designated as Mixed Use land use is located directly to the east of the subject site, across Wickham Road.

The property surrounding the subject site is designated for residential and institutional future land uses. Property to the west and to the north is designated as Low Density Residential on the City's FLUM. Property to the west and to the south is designated as Public/Institutional on the City's FLUM. Placing Mixed Use land use on the subject property, in conjunction with the requested R-2 zoning, provides an appropriate

transition from a major arterial roadway to the low-density residential land use on the adjacent property to the west and to the north.

In summary, the proposal, in conjunction with City Comprehensive Plan policies, provides for continued compatibility to existing and proposed land uses in the neighborhood, both within the City and outside the City.

Comparison of Residential Density

Brevard County:
Existing Future Land Use Category:

Community Commercial: a maximum of residential density of 15 dwelling units per acre.

City of Melbourne
Mixed Use: allows a maximum residential density of 15 dwelling units per acre.

Difference: The Mixed Use permits the same maximum residential density as the County's Community Commercial designation. The applicant is also required to provide a 50-foot buffer adjacent to the single-family residences to the west. A more detailed analysis of the buffering proposed by the applicant is provided in the site plan analysis section of this memorandum.

Zoning Designation Analysis

Establishing R-2 zoning is the focus of the proposed request, and is reviewed in accordance with Appendix B, Article IX, Section 1(A), which states that the proposed amendment or change shall be studied to determine:

(a) The need and justification for the change;

(b) When pertaining to the rezoning of land, the effect of the change, if any, on a particular property and on surrounding properties;

(c) When pertaining to the rezoning of land, the amount of undeveloped land in the general area and in the City having the same classification as that requested; and

(d) The relationship of the proposed amendment to the purpose of the City's plan for development with appropriate consideration as to whether the proposed change will further the purposes of this ordinance and the plan.

Need for Change
The property owner desires to build an apartment complex on this site and needs to obtain City water and sewer service for the proposed development, which is made possible through annexation; therefore, a City zoning designation must be applied. The R-2 zoning district is compatible with neighboring development patterns. The property to the west is zoned R-2(6) capped at six units per acre and a multiple family development

is located approximately 380 feet to the west of the subject site. The property to the south and southwest is zoned I-1.

The applicant has submitted a formal site plan. Through the site plan process, the applicant will make the necessary site upgrades including drainage, parking, buffering, utility installation, and landscaping improvements.

Effect on the Property and Surrounding Properties
The subject land is currently undeveloped and zoned General Retail Commercial (BU-1) in the County. The proposed R-2 zoning will allow the applicant to construct an apartment complex on the subject site. The proposed R-2 zoning is less intensive than the existing BU-1 zoning which allows commercial uses such as auto sales and minor auto repair, car washes, fast food restaurants, hospitals, and medical buildings and clinics. The proposed zoning is compatible with the existing multiple family use to the west/southwest (Preserve at Longleaf Apartments) and to the Arbors at Longleaf Subdivision to the west/northwest. In addition, there are extra buffering and additional building setback requirements to separate the project from the adjacent single-family townhouse residential lots to the west.

Amount of Similarly Zoned Land in the Vicinity
Placing R-2 zoning on the subject property is consistent with the current zoning of adjacent properties to the west. The proposed R-2 zoning district is compatible with the neighboring uses and zoning districts since residential zoning patterns have already been established in the surrounding area. The proposed R-2 zoning will also be less intensive than the existing BU-1 zoning currently on the property. In addition, property to the west/southwest of the subject property is currently the site of an existing apartment complex. The proposed R-2 zoning will continue the pattern of residential uses established in this area and maintain land use compatibility with adjacent parcels.

Analysis of the Site Plan

This request is for a gated, multi-family residential development with 264 units on 17.65± acres at an overall density of 14.9± units per acre. City Code, Appendix B, Article IX, Section 6 establishes general standards to consider when evaluating the merits to consider site plan approval.

The site is divided by Preserve Drive, a private road. On the north side of Preserve Drive, there are two, four-story residential apartment buildings proposed with a total of 112 units, along with a maintenance building and two garage buildings. Within the north side, there are several amenities provided, including a clubhouse with pool and a dog park. A large, 2.35±-acre wetland area will be preserved along the north end of the development. Directly adjacent to the wetland area is a centrally located, T-shaped wet retention pond with fountains and a smaller, dry pond along the west side of the development to serve the development.

On the south side of Preserve Drive, there are two, four-story residential apartment buildings proposed with a total of 152 units, along with three garage buildings, a trash compactor and a private lift station to serve the development. All residential apartment buildings are proposed at an overall height of 44' 8" tall (48 feet is permitted). The project provides 1-, 2- and 3-bedroom units, as follows:

102 one-bedroom units (703± – 860± square feet);
86 two-bedroom units (999± – 1,181± square feet); and
76 three-bedroom units (1,269± – 1,532± square feet).

The residential apartment buildings exceed the multi-story setback requirements and the closest adjacent residential lot is 196± feet to the west. The maintenance building is the closest structure to the closest residential home (177.3± feet).

Access: While the property fronts on North Wickham Road (which is a county-maintained arterial roadway), both the north and south sides of the development will provide a single access driveway to Preserve Drive: a centrally-located entrance is proposed to the north in front of the clubhouse; the south entrance is located to the west, accommodating the entrance for the residents and the shared trash compactor (concierge trash pick-up is proposed).

Parking*:* Parking is provided in surface parking, with clusters of individual garages. The total code-required parking for the project at two spaces per unit is 539 spaces (including 11 handicap-accessible spaces). The applicant is proposing to provide a total of 470 parking spaces, including 11 handicap-accessible spaces, and eight, assigned EV parking spaces (1.78 spaces per unit). In order to provide less than the code-required parking, the applicant has requested consideration of an alternative parking calculation, a process ultimately approved by the City Engineer and Community Development Director.

The applicant provided an alternative parking calculation, prepared by Kimley-Horn and dated September 23, 2025. The report identified the differences between the typical multi-family residential parking requirement and the reduced parking needs for one-bedroom units. The City Engineer and Community Development Director have reviewed the report and have approved the alternative parking calculation for this project, allowing 69 fewer parking spaces upon the large number of one-bedroom units.

Residential Buffer**:** Pursuant to City Code, the development of a medium density, multi-family property requires a 50-foot buffer/setback and a six-foot masonry wall when located adjacent to single-family residentially zoned lots, per Appendix D, Chapter 9, Article III, Section 9.44.1. Further, in subsection (d), there is a provision for projects to request the visual screen waiver from the Planning and Zoning Board, to provide an alternative to the code-required masonry wall.

In this case, a portion of the western boundary of the project is abutting seven existing, single-family townhome residential lots (Lots 60-66 of The Arbors at Longleaf, PB55,

PG66). The applicant received a Waiver of Visual Screen approval by the Planning and Zoning Board to provide a 6-foot-tall, opaque, vinyl fence where abutting the residential lots, which is 335± linear feet of the west property line with landscaping, in lieu of a six-foot-tall masonry wall and landscaping.

Alternative Buffer Proposed: Today, as part of the multi-family residential development, a dry stormwater pond area is proposed. The applicant provided a Screening Waiver Exhibit (Sheet EX-01), to support their request. The exhibit identifies approximately 335 linear feet of 6-foot-tall, 100% opaque vinyl fencing located along the western edge of the property line where abutting the platted townhome lots. The fence will be placed approximately eight inches from the property line of the townhome lots. Within the 50-foot-wide buffer, the new dry stormwater area will essentially act as a passive, grassy, green space between the residential properties and the multi-family development to the east. In addition, the exhibit identifies that the western bank of the dry pond will be planted with Bald Cypress trees. Once planted, Bald Cypress trees grow to 1-2± feet per year to a mature height of 50-70± feet tall with a mature spread of 25± feet wide. In addition, the landscaping will include Southern Magnolia trees to screen the parking area, along with Live Oak trees in landscaped islands.

Summary

Staff supports the screening waiver concept proposed by the applicant, and the Planning and Zoning Board approved the request. By installing the bald cypress trees (which can grow to a height off 50-70 feet tall and 25 feet wide at maturity) with Magnolia trees and Live Oak trees closer to the apartment building, (rather than directly adjacent to the single-family residential lots), this will provide more adequate coverage of the apartment building.

Environmental Impact Analysis

An environmental impact analysis was prepared by Atlantic Environmental., of Melbourne, Florida, dated April 2025. The following environmental information for the site was provided:

General Site Information: The project area is located within the Atlantic Coastal Edge Geological Community.

Soils and Aquifer Recharge Information: The property consists of Anclote sand, depressional (2), and Myakka sand (36) soils, and Satellite sand, 0 to 2 percent slopes (53). The report identifies that the Anclote, depressional and Myakka sand are poorly drained soils. The Anclote, depressional sand meets the hydric criteria. Past human activity has occurred around the property, which has altered some of the characteristics possessed by these soils.

Approximately 6.3 acres on the north side of the site are identified as wetlands and 9.23 acres of the site are considered to be uplands, according to the report.

Habitat Classification: As identified in the report, the following habitats exist within the project area:

Pine Flatwoods (9.23 acres) (FLUCFCS Habitat Classification #411);

Wetlands (5.77 acres within the northern half of the property) (FLUCFCS Habitat Classification #600); and

Freshwater Marsh (The 0.53-acre area in the southern extent of the property) (FLUCFCS Habitat Classification #641).

Wetlands/Flood Plain Information: A majority of the site is located within Flood Zone A with small sections of the site to the west and south located within Flood Zone X.

As with all development projects, applicable permits will be required prior to construction plan approval, if necessary.

Joint Planning Area Comments

This site is located within the joint planning area. To date, the City has not received any comments from the County regarding this project.

Water and Sewer Concurrency

The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. The Lake Washington Water Treatment Plant will serve this site. Adequate sanitary sewer service is also available from the City.

Mobility/Transportation Concurrency

The subject property is located on the west side of Wickham Road, north of Post Road and south of Summerbrook Street. This site is located within Mobility District E (North Wickham Road area).

The applicant submitted a traffic impact study (TIS) for the subject project. According to the TIS, the proposal will generate approximately 1,213 new automobile trips per day. The TIS also analyzed turning movements, nearby intersections, and traffic patterns. Based upon the turn-lane analysis contained in the TIS, all turn-lanes at the intersection of Wickham Road and Preserve Drive/Pebble Creek Street are anticipated to accommodate buildout project traffic volumes. In addition, a roadway segment capacity analysis was performed for the study area roadway segments for background (2027) and buildout (2027) conditions. No new segment deficiencies as a result of the project were identified.

The applicant will be required to provide 12 mobility improvements or make a payment in lieu of constructing the improvements. Based upon a multiple-family apartment use, the payment in lieu of amount will be $440,088.

Findings for the Comprehensive Plan Amendment

(No recommendation made by the Planning and Zoning Board)

1. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. The proposed Mixed Use Future Land Use Map designation is compatible with surrounding development patterns in both the City of Melbourne and the unincorporated County. The subject site is designated in the County as Community Commercial land use. Properties designated as Low Density Residential are located to the west and north. The property to the south and southwest is designated as Institutional/Public Facilities on the City's FLUM. A large area of Mixed Use land use is located to the east across Wickham Road.

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. A 264-unit apartment complex is proposed for the site.

3. The placement of the Mixed Use Future Land Use Category is guided by Future Land Use Element Policy 1.4.2 which states this category is available for promoting mixed-use developments mainly along major transportation corridors. This policy also identifies that the Mixed Use future land use designation is intended to encourage flexible and creative design, protect established residential neighborhoods from adverse impacts of nonresidential development, promote the use of alternative transportation modes, and reduce the cost of public infrastructure. Based upon the current BU-1 zoning and the adjacent R-2(6) zoning to the west, Mixed Use future land use is an appropriate designation for the subject site. The proposed R-2 zoning will provide a land use transition from a major arterial roadway to the low-density residential land use on the adjacent properties to the west and to the north

4. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City or region. The Future Land Use Element of the Comprehensive Plan establishes Residential, Commercial, Industrial, and Public/Institutional Future Land Use Map categories (the allocation of these designations is also guided by the Future Land Use Element). This proposal is consistent with the policies in the Future Land Use Element since it establishes a land use category that is compatible with the surrounding area. In this area of the City, the Mixed Use designation permits a maximum residential density of 15 units per acre. The site plan submitted by the applicant proposes approximately 14.9 units per acres and does not exceed this threshold.

5. The proposal is compatible with the neighboring area, land uses, and development patterns. A Mixed Use Future Land Use is proposed for the area being annexed. Surrounding land uses include Low Density Residential and Public/Institutional. This action will establish Mixed Use land use and R-2 zoning within the Wickham

Road corridor and maintain land use compatibility with the surrounding zoning districts and the development of adjacent parcels.

6. The Mixed Use Future Land Use is an appropriate designation for the subject property based upon the location of the subject site. The subject property is located within the Wickham Road corridor and is in close proximity to an existing multi-family development.

7. The proposed future land use designation allows residential uses. A large area of Mixed Use land use is located to the east, across Wickham Road. City Code requires extra buffering and additional building setback requirements to separate the project from the adjacent single-family residential townhouse lots to the west.

Planning & Zoning Board Action

During the November 20, 2025, the Planning and Zoning Board meeting, four property owners from The Arbors townhome subdivision (located directly to the west) spoke against the development citing concerns about traffic safety on Preserve Drive, traffic congestion on Wickham Road, possible flooding and that the residents would prefer a neighborhood commercial development instead of apartments.

Following review and discussion, the Planning and Zoning Board voted three-to-one to recommend approval of items ANNX2024-0009, MAP2024-0031, PLAN2024-0026, and WVS2025-0001, as follows:

- **Annexation** of 17.65± acres into the City of Melbourne corporate limits;
- **Zoning Amendment** Establishing R-2 (One-, Two-, and Multiple-Family Dwelling Medium Density District) zoning;
- **Site Plan approval** for a 264-unit multi-family, apartment complex at an overall density of 15± units per acre; and
- **Waiver of Visual Screen** to install 335± linear feet of 6-foot-tall, opaque, vinyl fence in lieu of the code-required 6-foot-tall masonry wall.

Regarding the **Comprehensive Plan Amendment** – Establishing a Mixed Use Future Land Use Map classification (MAP2024-0030), the motion to approve by the Planning and Zoning Board failed on a 2-2 vote. Requests for alternative motions were rejected by the board; therefore, no formal action was taken regarding the comprehensive plan amendment request.

A valid “Intent to File a Petition” letter for the Comprehensive Plan future land use map amendment and a separate, valid “Intent to File a Petition” letter for the zoning amendment were filed by a property owner within 500 feet of the subject property. Once the petitions are tabulated, if more than 20% of the owners of property within 500 feet have signed each petition, a 6/7ths vote of City Council will be required for approval of

the future land use request and for approval of the zoning request during the second reading of the future land use ordinance and the zoning ordinance.

Staff Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum and the staff memo, for an overall 17.65±-acre site, located on the west side of North Wickham Road, north of Post Road, at Preserve Drive/Pebble Creek Street, the Planning and Zoning Board and the Community Development Department recommend:

A. **Approval of Annexation (ANNX2024-0009),** annexation into the corporate limits of Melbourne;

B. **Approval of Comprehensive Plan Amendment *Minor Amendment* (MAP2024-0030),** establishing a Mixed Use future land use map classification;

C. **Approval of Zoning (MAP2024-0031),** establishing R-2 (One, Two, and Multi-Family Medium Density Dwelling District);

D. **Approval of Formal Site Plan (PLAN2024-0026)** *(to be considered by City Council during the second reading of the ordinance)* for a 264-unit multi-family, apartment complex, as depicted on a four-sheet plan prepared by Tyler Enright, P.E., of Kimley-Horn and Associates, Inc. of Melbourne, Florida, Project Number 145246002, with a signed and sealed date of October 23, 2025 and including the following conditions**:**

1. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

   Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff, the Planning and Zoning Board, Local Planning Agency, and/or the City Council, as applicable.

2. Prior to construction plan approval, the applicant shall combine the properties by executing/recording a Unity of Title for the entire project area, in form and substance acceptable to the City Attorney's Office.

3. Appropriate environmental permits must be obtained as part of the construction plan review process, consistent with Appendix D, Chapter 9, Article IV.

4. The proposed buildings shall be substantially consistent with the rendering submitted by the applicant.

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Annexation (ANNX2024-0009), Comprehensive Plan Amendment *Minor Amendment* (MAP2024-0030), Zoning (MAP2024-0031), and Formal Site Plan (PLAN2024-0026) Preserve Multi-Family Residential**
Date:	November 21, 2025
Owner:	Shannash Properties, Inc. Stephen Novacki
Applicant:	Kimley Horn; Tyler Enright, P.E.
Representative:	Land Development Strategies, LLC; Kelly Delmonico

The Planning and Zoning Board, at its regular scheduled meeting of November 20, 2025, reviewed the above-referenced Annexation, Comprehensive Plan Map Amendment, Rezoning, Formal Site Plan request, and Waiver of Visual Screen, located on the west side of North Wickham Road, north of Post Road, at Preserve Drive/Pebble Creek Street.

During the November 20, 2025, the Planning and Zoning Board meeting, four property owners from The Arbors townhome subdivision (located directly to the west) spoke against the development, citing concerns about traffic safety on Preserve Drive, traffic congestion on Wickham Road, possible flooding, and that the residents would prefer a neighborhood commercial development instead of apartments.

Following review and discussion, the Planning and Zoning Board voted three-to-one to recommend approval of items ANNX2024-0009, MAP2024-0031, PLAN2024-0026, and WVS2025-0001, as follows:

- **Annexation** of 17.65± acres into the City of Melbourne corporate limits;
- **Zoning Amendment** Establishing R-2 (One-, Two-, and Multiple-Family Dwelling Medium Density District) zoning;
- **Site Plan approval** for a 264-unit multi-family, apartment complex at an overall density of 15± units per acre; and
- **Waiver of Visual Screen** to install 335± linear feet of 6-foot-tall, opaque, vinyl fence in lieu of the code-required 6-foot-tall masonry wall.

Regarding the **Comprehensive Plan Amendment** – Establishing a Mixed Use Future Land Use Map classification (MAP2024-0030), the motion to approve by the Planning and Zoning Board failed on a 2-2 vote. Requests for alternative motions were rejected by the board; therefore, no formal action was taken regarding the comprehensive plan amendment request.

A valid “Intent to File a Petition” letter for the Comprehensive Plan future land use map amendment and a separate, valid “Intent to File a Petition” letter for the zoning amendment were filed by a property owner within 500 feet of the subject property. Once the petitions are tabulated, if more than 20% of the owners of property within 500 feet have signed each petition, a 6/7ths vote of City Council will be required for approval of the future land use request and for approval of the zoning request during the second reading of the future land use ordinance and the zoning ordinance.

The Planning and Zoning Board’s recommendation is based upon a four-sheet plan prepared by Tyler Enright, P.E., of Kimley-Horn and Associates, Inc. of Melbourne, Florida, Project Number 145246002, with a signed and sealed date of October 23, 2025, and pursuant to the following findings and conditions:

Findings for the Annexation

1. The proposed annexation is consistent with Chapter 171.031 F.S., Chapter 171.0413 F.S., Chapter 171.043 F.S., Chapter 171.044 F.S., Chapter 187 F.S., and Chapter 163 F.S. The proposal will reduce the size of an existing unincorporated enclave of property. Subsequently, the proposed annexation will improve the delivery of public services to this area of the County.

2. The annexation of this property is consistent with City established procedures for annexation as described in City Code, Part III, Appendix D, Chapter 5.

3. The proposal is consistent with the goals, objectives and policies of the City’s Comprehensive Plan. Specifically, the proposal is consistent with Future Land Use Element Policy 1.12.2 which states the City shall encourage requests for annexation that are in compliance with F.S. Ch. 171, when those lands are enclaves or logical extensions of the existing City limits, when services can be properly provided, and when proposed uses are compatible with the City's Comprehensive Plan. The proposal is adjacent to Melbourne’s municipal limits and is a logical extension if the City’s boundary.

4. The annexation is distinctly consistent with the City’s Comprehensive Plan. Objective 1.7 of the Intergovernmental Coordination Element, which states the City will continue to annex unincorporated areas in order to improve the delivery of public services within the urban service area. The applicant is requesting municipal services from the City. The proposal will also improve the delivery of other public services by eliminating an existing unincorporated County enclave.

5. The annexation is also consistent with Policy 1.7.1 of the Intergovernmental Coordination Element. This policy states the City will continue to pursue annexation of areas within the Unincorporated County. Enclaves and the area

surrounding the City, as well as other targeted areas where existing City services are already available, may be annexed in a manner that is mutually beneficial to the City and Brevard County, and consistent with Florida Statutes. The subject property is adjacent to the City's municipal limits and the applicant is requesting Melbourne water and sewer service. Brevard County does not have water infrastructure located in this area.

6. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City or region. The proposal is adjacent to the City's municipal limits and is a logical extension of the City's boundary. The land use and zoning planned for this site is compatible with the surrounding area. An existing apartment complex is located to the west/southwest of the subject site. The proposed annexation will eliminate an existing enclave of unincorporated land.

7. City Code requires property owners to voluntarily sign a pre-annexation agreement or annex into the City in order to receive a connection to Melbourne's water or sewer systems. Since the subject property is adjacent to the City's boundary, the property owner has submitted a petition to voluntarily annex into Melbourne to receive both water and sewer services.

Findings for the Rezoning

1. The proposed R-2 zoning can be considered on properties which are designated as Mixed Use on the City's Future Land Use Map. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. The proposed zoning district is compatible with surrounding development patterns. In addition, the proposed R-2 zoning does not permit the consideration of commercial uses. The existing BU-1 zoning in the County would allow a variety of intensive commercial uses on the subject site. The R-2 zoning will provide a transitional buffer area between Wickham Road and the residential uses to the west.

2. The proposed zoning designation is consistent with policies established in the Future Land Use Element of the City's Comprehensive Plan. This proposal is consistent with the policies in the Future Land Use Element since it establishes a zoning district that is compatible with land use and development patterns in the neighboring area. The proposed R-2 district will permit an apartment to be built on the subject site which will provide a land use transition from Wickham Road (a major arterial roadway) to the residential land uses on the adjacent properties to the west and to the north.

3. The proposed R-2 zoning district is compatible with surrounding properties, land uses, and development patterns. The subject property is bordered by properties zoned R-2(6) and I-1. The requested R-2 zoning is less intensive than the existing BU-1 zoning in the County because it does not permit commercial uses. The existing BU-1 zoning would allow commercial uses such as auto sales and minor auto repair, car washes, fast food restaurants, hospitals, and medical buildings and clinics.

4. The provisions of the R-2 zoning district are meant to accommodate multi-family development and supportive community facilities and neighborhood uses. The land development regulations shall contain development criteria including height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, and landscaping and breezeway requirements to effectively screen multi-family developments from low density residential zoning districts. The subject property lies in close proximity to an existing apartment complex and has frontage on a major arterial roadway (North Wickham Road).

5. The proposed zoning will not have an adverse impact on adjoining properties, since any future development will be subject to all applicable setback and lot size requirements for the requested zoning district. The applicant has submitted a formal site plan for the proposed apartment development. City Code mandates extra buffering and additional building setback requirements to separate the project from the adjacent single-family residential townhome lots to the west.

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 requested R-2 zoning is consistent with the proposed Mixed Use Future Land Use category.

7. The proposed R-2 Zoning District permits apartments. The applicant has submitted a site plan for this use on the subject land. The proposed multifamily will provide a land use transition from a major arterial roadway to the residential land uses on the adjacent properties to the west and to the north.

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.

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 Regulations, as depicted on the site plan, and the proposed apartment complex is compatible with adjacent uses in the area.

3. The zoning for the property is R-2 which permits the consideration of apartments. This type of multiple-family facility is permitted in the R-2 zoning district and the construction activities depicted on the site plan are compatible with surrounding land use and zoning patterns.

4. 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. The proposal is to allow the construction of a apartment complex and the applicant has submitted a Code compliant site plan.

5. 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.

6. 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.

7. 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. The subject site is located within Mobility District E (North Wickham Road area).

Site Plan Conditions:

1. Any change to the Site Plan will require reevaluation by the City Engineering Department and Community Development Department.

   Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff, the Planning and Zoning Board, Local Planning Agency, and/or the City Council, as applicable.

2. Prior to construction plan approval, the applicant shall combine the properties by executing/recording a Unity of Title for the entire project area, in form and substance acceptable to the City Attorney's Office.

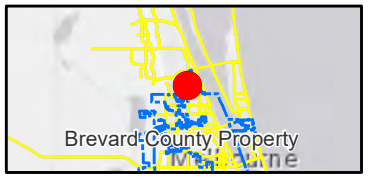
3. Appropriate environmental permits must be obtained as part of the construction plan review process, consistent with Appendix D, Chapter 9, Article IV.

4. The proposed buildings shall be substantially consistent with the rendering submitted by the applicant.

Respectively Submitted,

for
Yvonne Minus, Chair
Planning and Zoning Board

PRESERVE DRIVE MULTIFAMILY
LOCATION MAP
ANNX2024-0009 | MAP2024-0030 | MAP2024-0031 | PLAN2024-0026 | WVS2025-0001



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

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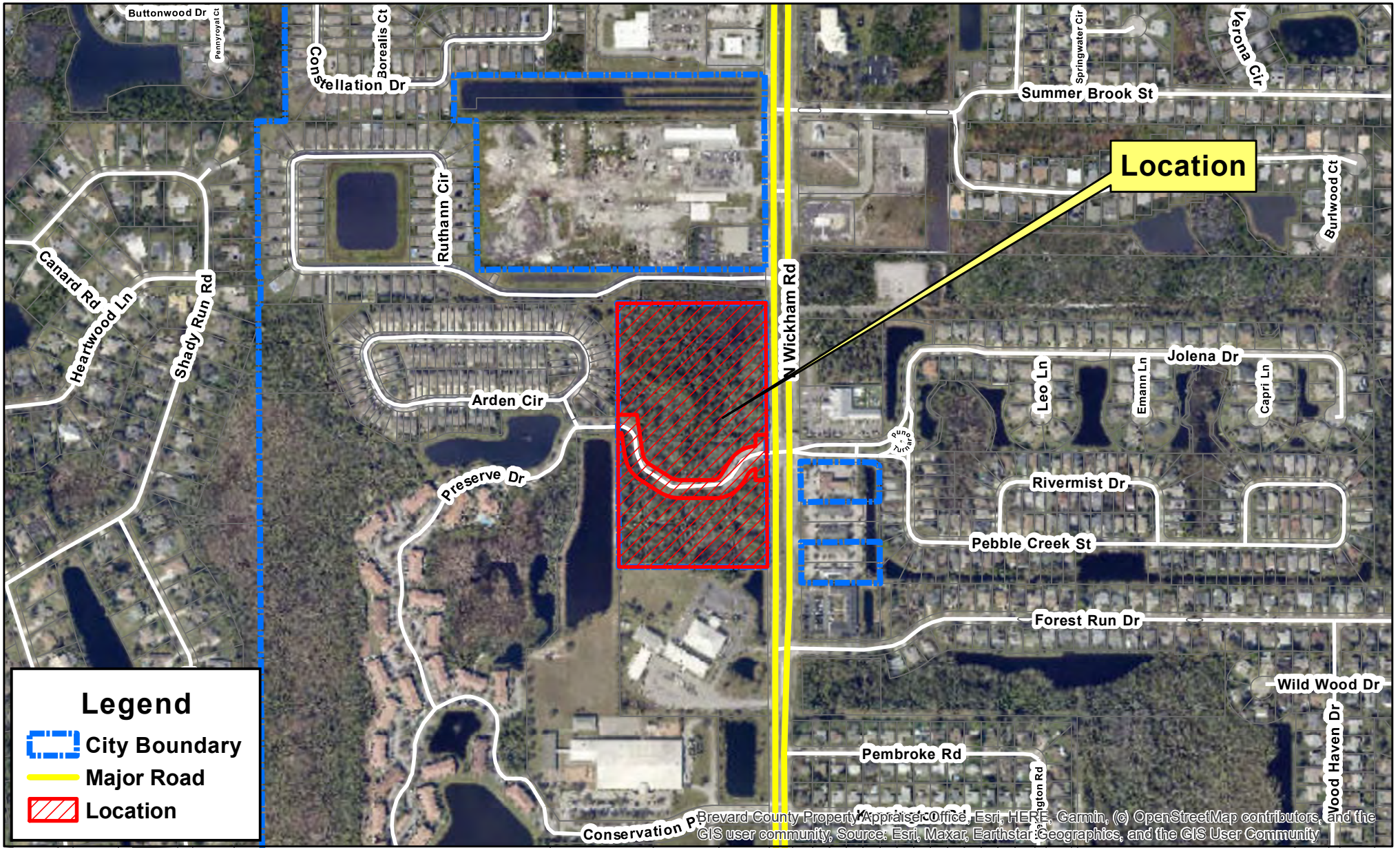
1 inch = 667 feet



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Title: PRESERVE DRIVE MULTIFAMILY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/4/2025 4:54:40 PM
Document Name: Preserve Drive LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Preserve Drive LOCATION Map.mxd

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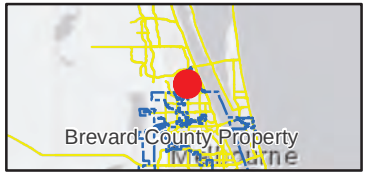
Fax: (321) 608.7719
Email: GIS@mlbfl.org

PRESERVE DRIVE MULTIFAMILY
FUTURE LAND USE MAP
ANNX2024-0009 | MAP2024-0030 | MAP2024-0031 | PLAN2024-0026 | WVS2025-0001



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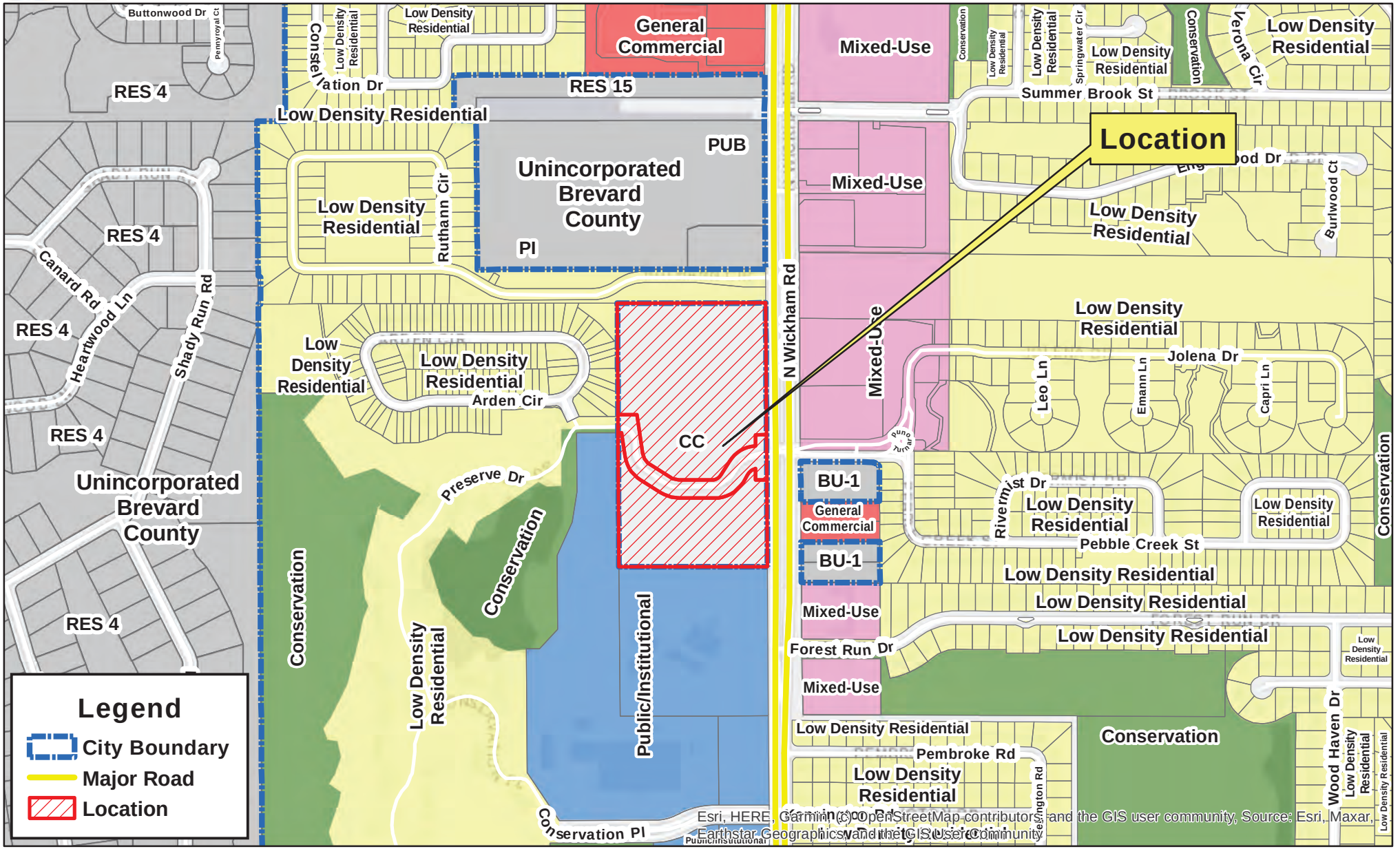

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Title: PRESERVE DRIVE MULTIFAMILY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/14/2025 3:06:48 PM
Document Name: Preserve Drive FLUUUMap
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Preserve Drive FLUUUMap.mxd

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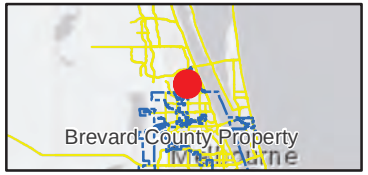
PRESERVE DRIVE MULTIFAMILY
ZONING MAP
ANNX2024-0009 | MAP2024-0030 | MAP2024-0031 | PLAN2024-0026 | WVS2025-0001



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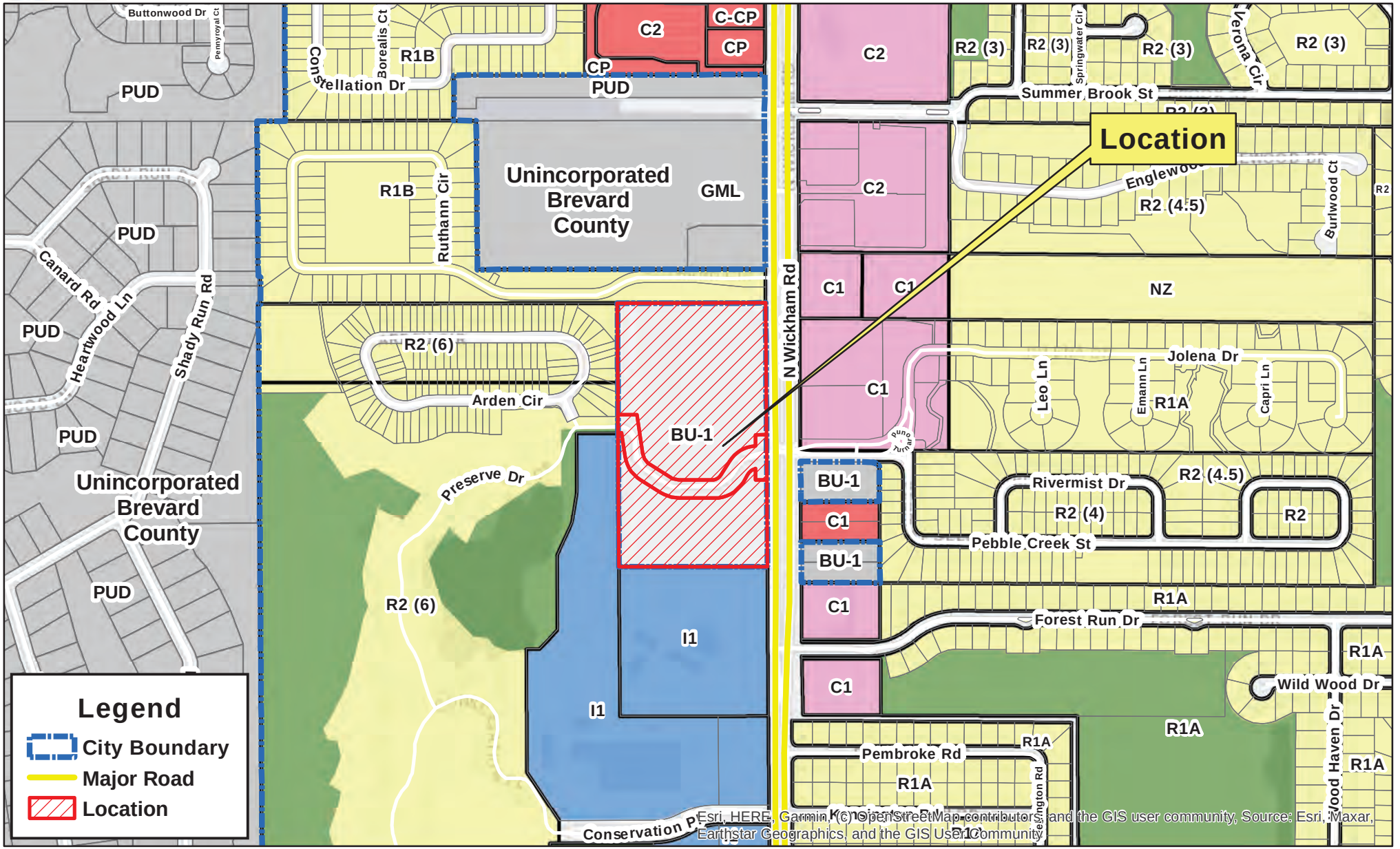

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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/14/2025 3:05:01 PM
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Email: GIS@mlbfl.org

FORMAL SITE PLAN

FOR

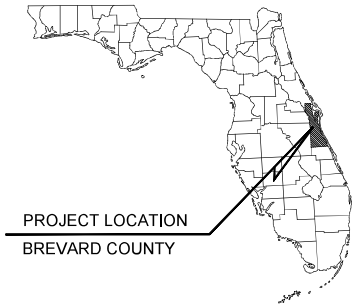
PRESERVE DRIVE MULTIFAMILY

LOCATED IN

CITY OF MELBOURNE, FL

SECTION 36, TOWNSHIP 24S, RANGE 36E

PARCEL ID: 26-36-36-00-6, 26-36-36-02-R



LEGAL DESCRIPTION:

A PORTION OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES, 32 MINUTES, 44 SECONDS WEST ALONG THE EASTERLY LINE OF SAID SECTION 36, ALSO KNOWN AS THE CENTERLINE OF WICKHAM ROAD (A 100 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED) A DISTANCE OF 3,292.67 FEET; THENCE SOUTH 89 DEGREES, 35 MINUTES, 29 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS; THENCE CONTINUED SOUTH 89 DEGREES, 35 MINUTES, 29 SECONDS WEST, A DISTANCE OF 660.00 FEET, THENCE NORTH 00 DEGREES, 32 MINUTES, 44 SECOND WEST, A DISTANCE OF 815.84 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 50 SECONDS WEST A DISTANCE OF 1,596.67 FEET; THENCE NORTH 00 DEGREES, 32 MINUTES, 44 SECONDS WEST A DISTANCE OF 350.00 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 50 SECONDS EAST A DISTANCE OF 2,256.67 FEET; THENCE SOUTH 00 DEGREES, 32 MINUTES, 44 SECONDS EAST A DISTANCE OF 1,164.43 FEET.

LESS LANDS DESCRIBED IN PLAT BOOK 55 PAGE 66, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

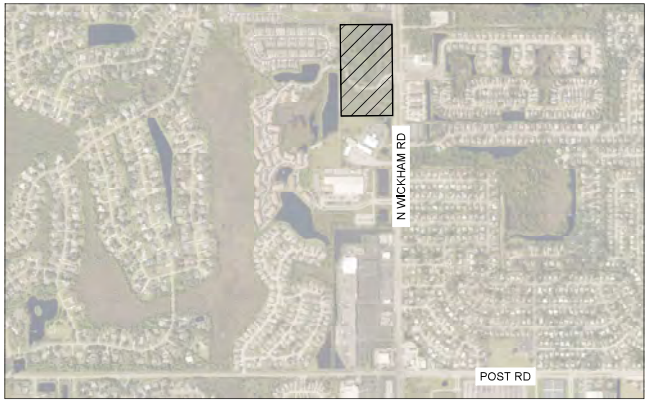
AND AS DESCRIBED AS

"SURVEYORS DESCRIPTION"

THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4715 PAGE 1510, TOGETHER WITH PRESERVE DRIVE, ACCORDING TO THE ROAD PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 2, PAGE 3, ALSO TOGETHER WITH PART OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4337 PAGE 844, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE ARBORS AT LONGLEAF, ACCORDING TOT HE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGE 66, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4715, PAGE 1510 AND ALSO BEING A POINT ON THE SOUTH LINE OF GLEN RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); AND RUN N89°42'23"E, ALONG THE SOUTH LINE OF SAID GLEN RIDGE SUBDIVISION, A DISTANCE OF 660.01 FEET, TO THE SOUTHEAST CORNER OF SAID GLEN RIDGE SUBDIVISION AND A POINT ON THE WEST RIGHT OF WAY LINE OF WICKHAM ROAD, A 150 FEET WIDE PUBLIC RIGHT OF WAY, THENCE S00°33'11" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1164.43 FEET, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1613, PAGE 247, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°35'02"W, ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1613, PAGE 247, A DISTANCE OF 660.01 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1613, PAGE 247 (SAID POINT ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF THE CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3672, PAGE 2536, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE N00°33'11"W, ALONG SAID EASTERLY LINE, AND ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5905, PAGE 2686, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALONG THE EASTERLY LINE OF SAID THE ARBORS AT LONGLEAF, A DISTANCE OF 1165.84 FEET TO THE POINT OF BEGINNING.

(CONTAINS 17.65 ACRES CALCULATED).



LOCATION MAP
1"=750'

SHEET LIST TABLE	
SHEET TITLE	SHEET NUMBER
COVER SHEET	C-000
OVERALL SITE PLAN	C-100
SITE PLAN	C-101
SITE PLAN	C-102
EXISTING TREE PLAN	C-103

PROJECT TEAM

OWNER/DEVELOPER
STEPHEN NOVACKI
EASTWIND ACQUISITIONS, LLC
5900 TAVISTOCK LAKES BLVD., SUITE 400
ORLANDO, FL 32827

CIVIL ENGINEER
TYLER ENRIGHT, P.E.
KIMLEY-HORN AND ASSOCIATES, INC.
7341 OFFICE PARK PLACE, SUITE 102
MELBOURNE, FLORIDA 32940
(772) 794-4136

SURVEYOR
TERRY H. DRUM
GSS SURVEYING AND MAPPING, LLC
4620 LIPSCOMB ST NE, SUITE 2
PALM BAY, FLORIDA 32905
(321) 914-3978

ARCHITECT
KEN LINEHAN, AIA
FK ARCHITECTURE
2701 MAITLAND CENTER PKWY, SUITE 125
MAITLAND, FL 32751
(407) 629-0595

GEOTECHNICAL
ROBERT SMITH, P.E.
UES PROFESSIONAL SOLUTIONS, LLC
820 BREVARD AVENUE
ROCKLEDGE, FL 32955
(321) 638-0808

ADDITIONAL GOVERNING AGENCIES CONTACTS:

PLANNING AND DEVELOPMENT
CITY OF MELBOURNE
900 E. STRAWBRIDGE AVE
MELBOURNE, FL 32901
(321) 608-7341

PUBLIC WORKS
CITY OF MELBOURNE
900 E. STRAWBRIDGE AVE
MELBOURNE, FL 32901
(321) 608-7341

WATER UTILITIES
CITY OF MELBOURNE
900 E. STRAWBRIDGE AVE.
MELBOURNE, FL 32901
(321) 608-7341

WASTEWATER UTILITIES
BREVARD COUNTY UTILITY SERVICES
2725 JUDGE FRAN JAMIESON WAY
BUILDING A, SUITE 213
VIERA, FL 32940
(321) 633-2091

ELECTRIC PROVIDER
FLORIDA POWER AND LIGHT
9001 ELLIS RD.
MELBOURNE, FL 32904
(321) 726-4809
CONTACT: CRISTHIAN CRUZ

PREPARED BY

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
7341 OFFICE PARK PLAZA SUITE 102, MELBOURNE, FL 32940
PHONE: 321-430-1138 FAX: 407-894-4791
WWW.KIMLEY-HORN.COM CA 00000696

GENERAL STATEMENT:
THE PROPOSED DEVELOPMENT IS CURRENTLY 17.65 ACRES OF UNDEVELOPED LAND, EXCLUDING THE EXISTING ROADWAY TITLED PRESERVE DRIVE (ORB 4715 /PG 1429). ANNEXATION WILL BE REQUESTED FOR THE SUBJECT SITE ALONG WITH A DESIGNATION TO MIXED USE FUTURE LAND USE AND R-2 REZONING FOR THE PROPOSED 264-UNIT DEVELOPMENT THROUGH THE CITY OF MELBOURNE. THE PROPOSED SITE WILL BE A GATED MULTI-FAMILY COMMUNITY CONSISTING OF FOUR 4-STORY BUILDINGS WITH A MAXIMUM HEIGHT OF 48 FEET WITH THE FOLLOWING AMENITIES: CLUB HOUSE, DOG PARK, AND A POOL.

Tyler J Enright

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No.	REVISIONS	DATE	BY
1	BREVARD COUNTY COMMENTS 1	09/25/2025	
2	BREVARD COUNTY COMMENTS 2	10/21/2025	

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PHONE: 321-430-1138
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LICENSED PROFESSIONAL
TYLER J ENRIGHT, P.E.
FL LICENSE NUMBER 97824
DATE: ———

KHA PROJECT 145246002
DATE 10/23/2025
SCALE AS SHOWN
DESIGNED BY TJE
DRAWN BY JRP
CHECKED BY TJE

PRESERVE DRIVE MULTIFAMILY
PREPARED FOR EASTWIND
CITY OF MELBOURNE FL

COVER SHEET

SHEET NUMBER
C-000

Plotted By: Paula, Brody Sheet Set: PRESERVE DRIVE MULTIFAMILY Layout: C-000 COVER SHEET October 23, 2025 04:35:55pm K:\ORB_LDEV\Eastwind Preserve Dr MF\CAD\PlanSheets\C-000 COVER SHEET.dwg
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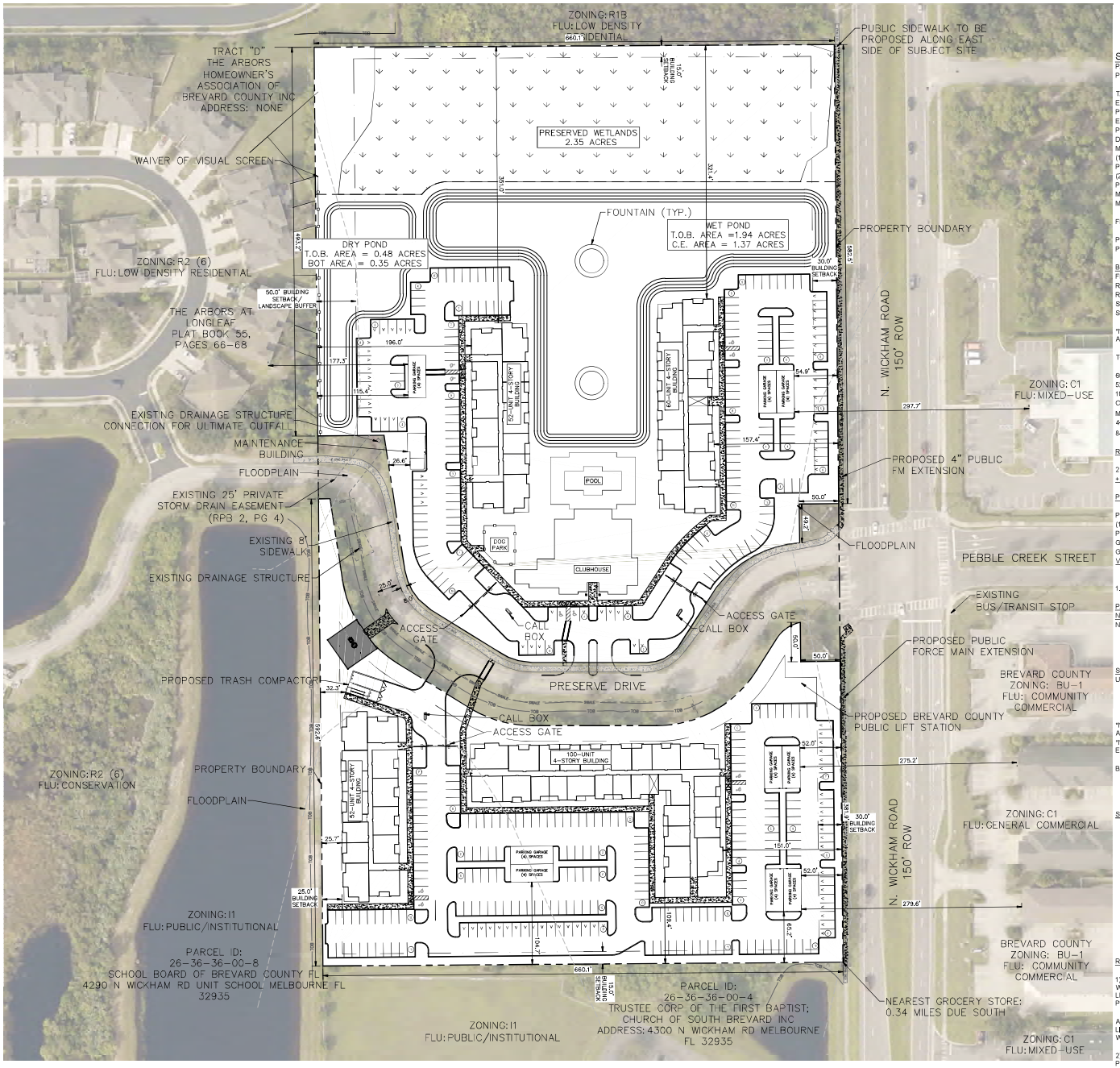

GRAPHIC SCALE IN FEET
0 30 60 120
1" = 60'

NORTH

SITE DATA

PARCEL AREA:	±17.65 AC
PROJECT AREA:	±17.65 AC
TAX ACCOUNT NUMBERS/PARCEL IDS	2605442/2629403
EXISTING ZONING:	BU-1 (BREVARD COUNTY)
PROPOSED ZONING:	R-2
EXISTING FLU:	COMMERCIAL (BREVARD COUNTY)
PROPOSED FLU:	MIXED-USE
DENSITY:	15 DU/ ACRES MAXIMUM
MAXIMUM DWELLING UNITS: (17.65 ACRES x 15 DU/AC)	264 DU
PROPOSED DWELLING UNITS: (264 DU / 17.65 ACRES)	15.00 DU/AC
PROPOSED NUMBER OF PHASES:	1 PHASE
MAXIMUM BUILDING HEIGHT:	FOUR-STORY 48 FEET
MAX PROPOSED BUILDING HEIGHT:	FOUR-STORY 44' 8" FEET
FLOOD ZONE:	FLOOD ZONE "X" AND "A" PER FEMA PANEL 12009C0516G, EFFECTIVE DATE 3/17/2014
PROPOSED IMPERVIOUS AREA:	55%
PROPOSED PERVIOUS AREA:	45%

BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT (N. WICKHAM RD.)*	30'	151'
REAR (WEST)	25'	25'
REAR (ADJACENT TO SINGLE-FAMILY LOTS)	50'	196'
SIDE (NORTH)	15'	329'
SIDE (SOUTH)	15'	81'

*NOTE: ADDITIONAL SETBACKS ARE REQUIRED FOR MULTI-STORY DEVELOPMENTS, PER APPENDIX B ARTICLE IV, SECTION 9(B).

TOTAL NUMBER OF BUILDINGS PROPOSED: 7

60 UNIT APARTMENT BUILDINGS (HEIGHT = 44' 8", AREA = 18,614 SF/FLOOR, 74,456 SF TOTAL)
52 UNIT APARTMENT BUILDING (HEIGHT = 44' 8", AREA = 16,665 SF/FLOOR, 66,660 SF TOTAL)
100 UNIT APARTMENT BUILDING (HEIGHT = 44' 8", AREA = 29,221 SF/FLOOR, 116,884 SF TOTAL)
CLUBHOUSE (HEIGHT = 23' 6", AREA = 11,974 SF)
MAINTENANCE (ACCESSORY, HEIGHT = 12' 3 1/4", AREA = 977 SF)
4-BAY PARKING GARAGE (ACCESSORY, HEIGHT = 12' 3", AREA = 1,260 SF)
8-BAY PARKING GARAGE (ACCESSORY, 4 TOTAL, HEIGHT = 14' 6 1/4", AREA = 2,218 SF)

REQUIRED PARKING:

2 SPACES PER DWELLING UNIT (264)	528 SPACES
+ HANDICAP REQUIREMENT OVER THE 2/UNIT	11 SPACES
	539 SPACES

PROVIDED PARKING:

PROPOSED STANDARD SPACES: (10'x20', 10'x18' w/ 2' OVERHANG)	323 SPACES
PROPOSED ADA SPACES (12'x18')	10 SPACES
GARAGE W/ ROLL UP DOOR SPACES (STANDARD):	35 SPACES
GARAGE W/ ROLL UP DOOR SPACES (ADA)	1 SPACE
VISITOR SPACES (11'x20'). (20% OF PROVIDED)	93 SPACES
	462 SPACES
1.75 SPACES PER DWELLING UNIT	462 SPACES

PARKING & UNIT BREAKDOWN:

NORTH PARCEL:

NOTE:	112 UNITS
RESIDENT PARKING:	145 SPACES
VISITOR PARKING:	53 SPACES
ADA PARKING:	7 SPACES

SOUTH PARCEL:

UNITS:	152 UNITS
RESIDENT PARKING:	213 SPACES
VISITOR PARKING:	40 SPACES
ADA PARKING:	4 SPACES

*NOTE: APPLICANT REQUESTS A REDUCTION OF 77 PARKING SPACES, PURSUANT TO THE ALTERNATIVE PARKING STUDY.
*NOTE: SITE PLAN SHOWS 8 ADDITIONAL RESERVED PARKING SPACES TO BE USED FOR ELECTRIC VEHICLE CHARGING (EV CHARGING SPACES NOT INCLUDED IN TOTAL).

BASED ON THE FOLLOWING UNIT BREAKDOWN:
26 (10%) SMALL 1-BR UNITS (703 SF), 76 (29%) STANDARD 1-BR UNITS (860 SF),
14 (5%) SMALL 2-BR UNITS (999 SF), 72 (27%) STANDARD 2-BR UNITS (1172 SF-1181 SF),
40 (15%) LARGE 2-BR UNITS (1269 SF-1278 SF), 36 (14%) LARGE 3-BR UNITS (1532 SF)

SITE PLAN NOTES:

1. STORMWATER FOR THE SITE WILL MEET APPLICABLE REQUIREMENTS OF CHAPTER 50
2. DUMPSTER(S) WILL MEET APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE III. A REQUEST TO DEVIATE FROM THE REQUIREMENTS IS REQUESTED TO PROVIDE A COMPACTOR IN LIEU OF TRADITIONAL DUMPSTERS. THE PUBLIC WORKS DIRECTOR MUST APPROVE APPLICABLE DEVIATIONS FROM THE DUMPSTER STANDARDS.
3. WALLS/ FENCES WILL MEET APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE III. A SEPARATE PERMIT IS REQUIRED.
4. PARKING WILL MEET 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, A SEPARATE PERMIT IS REQUIRED.
7. THIS PROJECT IS ANTICIPATED TO REQUIRE ONE (2) 8" OR 10" DOMESTIC/ FIRE MASTER METER ASSEMBLY, SUBJECT TO FINAL ENGINEERING.

REQUESTED WAIVERS

1) VISUAL SCREEN: APPLICANT IS REQUESTING A VISUAL SCREENING WAIVER ALONG THE WESTERLY PROPERTY LINE FROM THE POINT OF THE WETLAND BUFFER TO THE NORTHERLY LEGAL LIMIT OF THE PROPERTY. THIS AREA WILL BE UNDISTURBED VEGETATION AND PRESERVED WETLAND.

ADDITIONALLY, THE APPLICANT IS REQUESTING AN "ALTERNATE VISUAL SCREEN" FOR THE LIMITS SOUTH OF THE WETLAND BUFFER THAT ABUT THE SINGLE FAMILY PROPERTIES TO THE WEST WHERE DEVELOPMENT IS PROPOSED.

2) PARKING WAIVER: APPLICANT IS REQUESTING AN AMENDMENT FROM SECTION 9.74 TO PROVIDE A PARKING RATIO OF 1.75 SPACES PER UNIT. THIS APPLICANT WILL PROVIDE AN ALTERNATE PARKING CALCULATION AND STUDY TO SUPPORT THIS REQUEST.

No.	REVISIONS	DATE	BY
2	BREVARD COUNTY COMMENTS 2	10/31/2025	
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DATE 10/23/2025
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PRESERVE DRIVE MULTIFAMILY
PREPARED FOR EASTWIND
CITY OF MELBOURNE FL

OVERALL SITE PLAN

SHEET NUMBER C-100

Plotted By: Paulk, Brady Sheet Set: PRESERVE DRIVE MULTIFAMILY Layout: C-100 OVERALL SITE PLAN October 23, 2025 03:43:29pm K:\MRB_LDEV\Eastwind Preserve Dr, MFV\CAD\PlanSheets\C-100 SITE PLAN.dwg
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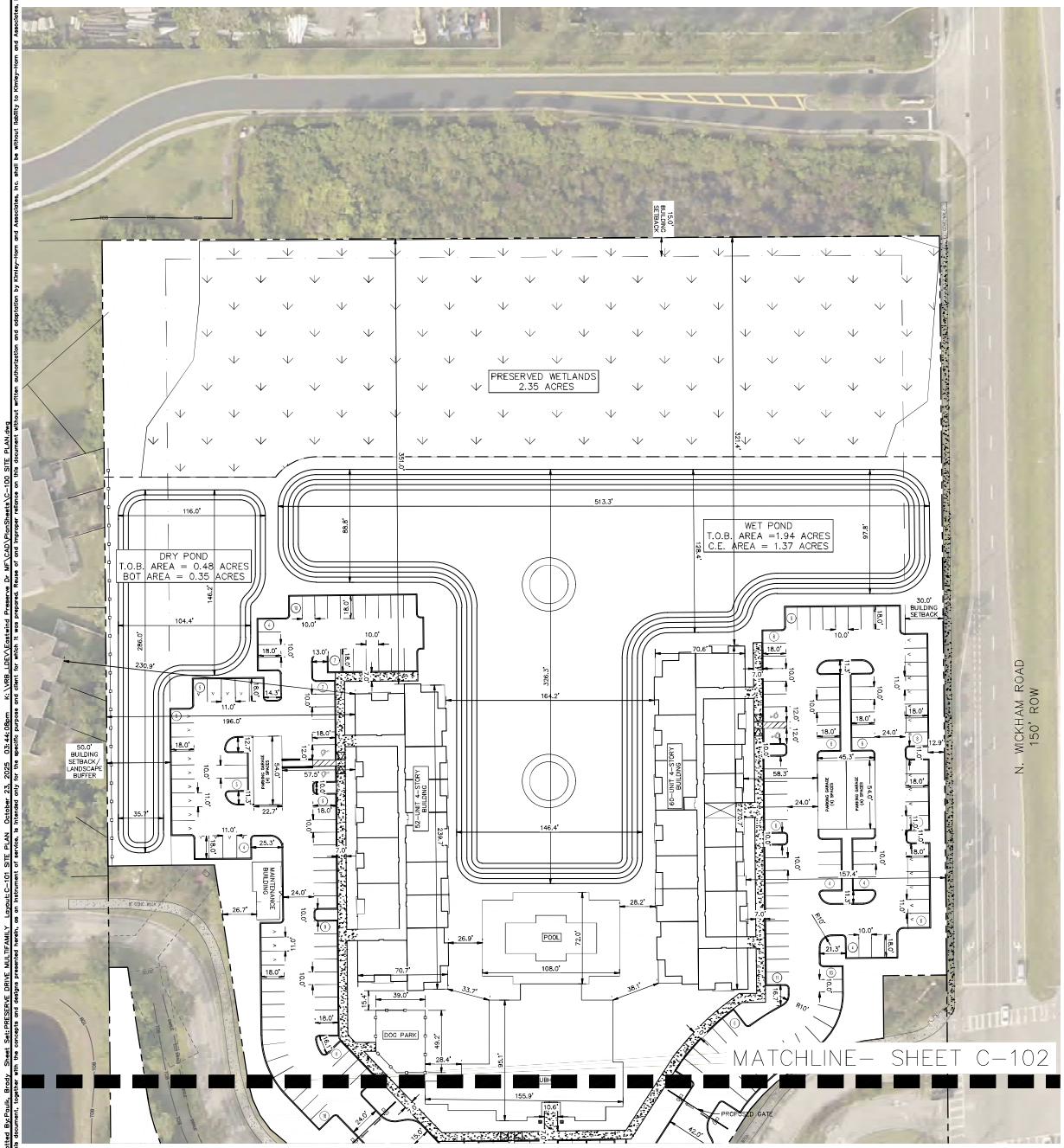

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
1" = 40'

Preserve Dr Multifamily
Proposed Sanitary Wastewater Demand Determination
(Per Melbourne, Florida - Code of Ordinances, Part III, Appendix D, Chapter 3, Article III)

Building	NO. OF UNITS	LEVEL OF SERVICE UNIT		GPD/UNIT	GPD			GPM		
					ADF	MDF	PHF	ADF	MDF	PHF
Parcel A (Multi-Family Residential)										
Residential (Multi-Family 1-Bedroom)	102	1	Unit	139.9	14,272	28,544	42,816	9.91	19.82	29.73
Residential (Multi-Family 2-Bedroom)	126	1	Unit	199.9	25,190	50,380	75,570	17.49	34.99	52.48
Residential (Multi-Family 3-Bedroom)	36	1	Unit	240.0	8,640	17,280	25,920	6.00	12.00	18.00
Clubhouse (General Office)	11,165	100 SF		3.73	416	833	1,249	0.29	0.58	0.87
Residential Sub-Total					34,246	68,493	102,739	23.78	47.56	71.35
Grand Total					34,246	68,493	102,739	23.78	47.56	71.35

340 GPD = ERU

Total	264
Max Daily Flow (MDF) = ADF x 2.0	2
Peak Hour Flow (PHF) = ADF x 3	3

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KHA PROJECT 145246002
DATE 10/23/2025
SCALE AS SHOWN
DESIGNED BY TJE
DRAWN BY JPP
CHECKED BY TJE
DATE: _____

PRESERVE DRIVE MULTIFAMILY
PREPARED FOR EASTWIND
CITY OF MELBOURNE FL

SITE PLAN

SHEET NUMBER C-101

Plotted By:Paulk, Brody Sheet Set:PRESERVE DRIVE MULTIFAMILY Layout:C-101 SITE PLAN October 23, 2025 03:44:08pm K:\VRB_LDEV\Eastwind Preserve Dr MFV\CAD\ProjSheets\C-100 SITE PLAN.dwg
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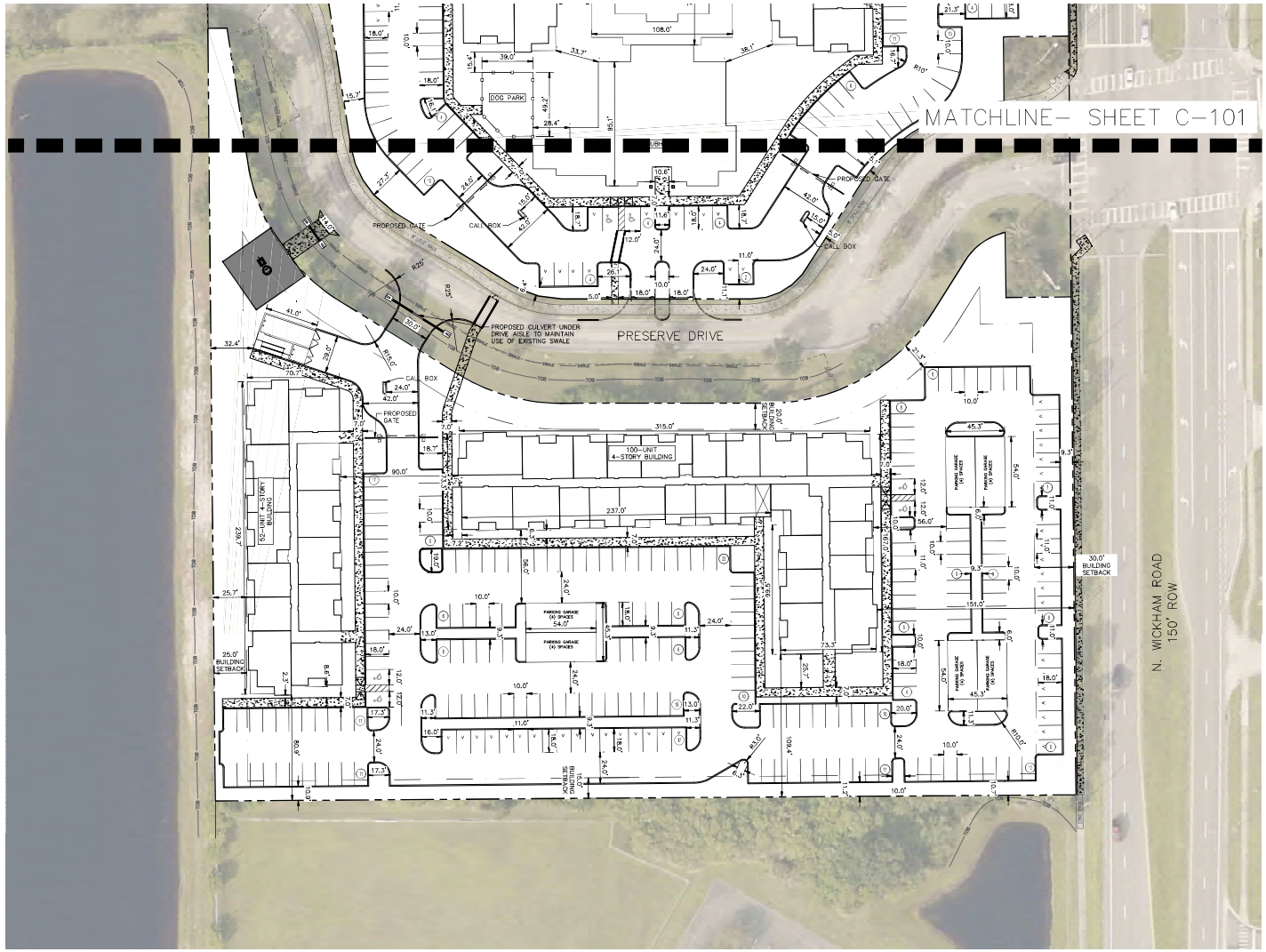

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80
1" = 40'

Preserve Dr Multifamily
Proposed Sanitary Wastewater Demand Determination
(Per Melbourne, Florida - Code of Ordinances, Part III, Appendix D, Chapter 3, Article III)

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240 GPD X ERU

Total	264
Max Daily Flow (MDF)= ADF x 2.0	2
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DATE 10/23/2025
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DRAWN BY JRP
CHECKED BY TJE
DATE: _____

SITE PLAN

PRESERVE DRIVE MULTIFAMILY

PREPARED FOR EASTWIND

CITY OF MELBOURNE FL

SHEET NUMBER C-102

Plotted By:Paulk, Brady Sheet Set:PRESERVE DRIVE MULTIFAMILY Layout:C-102 SITE PLAN October 23, 2025 03:44:57pm K:\MEB_LDEV\Eastwind Preserve Dr MF\CAD\ProjSheets\C-100 SITE PLAN.dwg
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EASTWIND - PRESERVE DRIVE - CONCEPT ELEVATION

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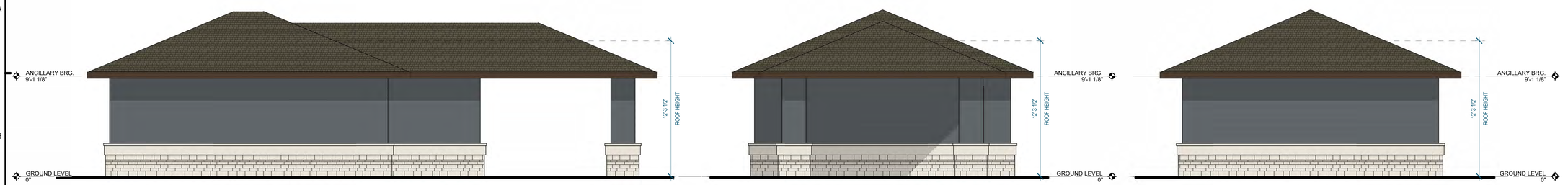
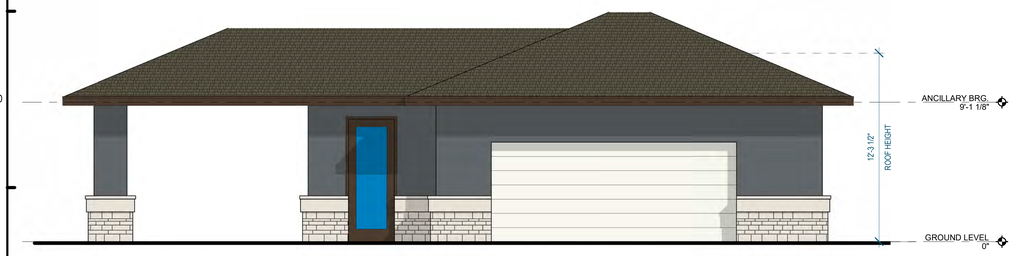


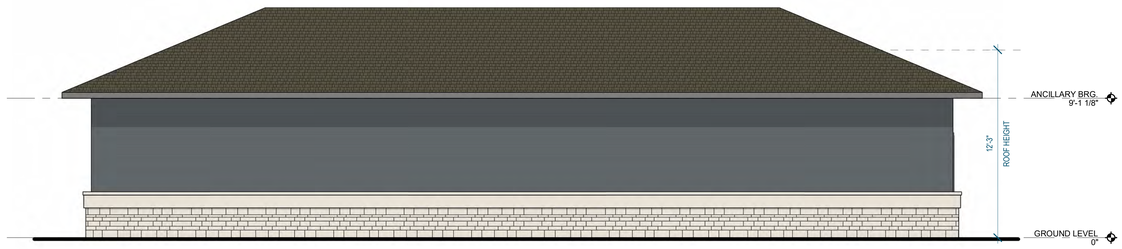
C1 MAINTENANCE BLDG - REAR ELEV.
1/4" = 1'-0"

C6 MAINTENANCE BUILDING - LEFT ELEV.
1/4" = 1'-0"

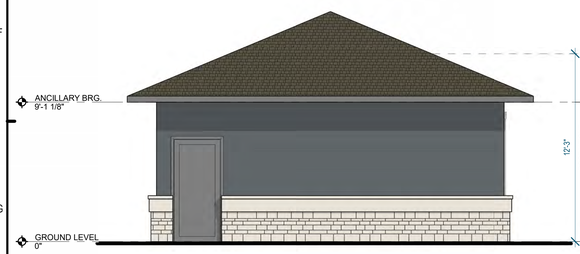
C9 MAINTENANCE BUILDING - RIGHT ELEV.
1/4" = 1'-0"



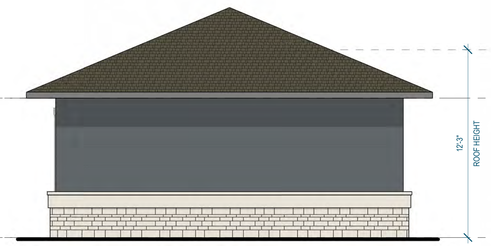
E1 MAINTENANCE BLDG - FRONT ELEV.
1/4" = 1'-0"



E7 4-BAY GARAGE - REAR ELEV.
1/4" = 1'-0"

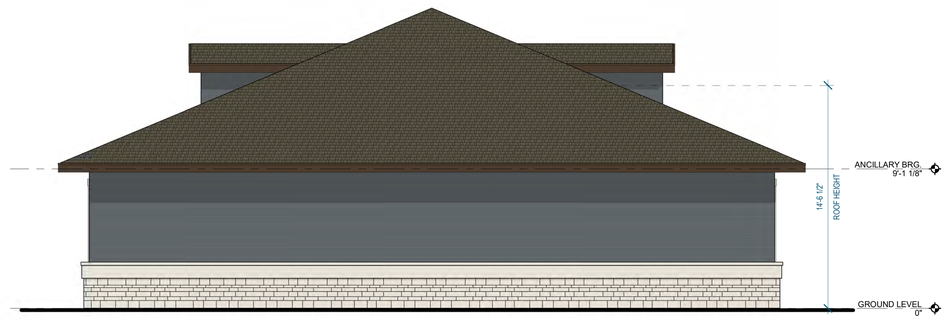


H1 4-BAY GARAGE - LEFT ELEV.
1/4" = 1'-0"



H4 4-BAY GARAGE - RIGHT ELEV.
1/4" = 1'-0"

H7 4-BAY GARAGE - FRONT ELEV.
1/4" = 1'-0"



K2 8-BAY GARAGE - SIDE ELEVATION
1/4" = 1'-0"

K7 8-BAY GARAGE - FRONT / REAR ELEV.
1/4" = 1'-0"

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Winter Park, FL 32789
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ISSUE HISTORY

No.	Date	Description
1	XX/XX/2025	SCHEMATIC DESIGN PACKAGE

REVISION HISTORY

No.	Date	Description

EASTWIND -
PRESERVE DRIVE

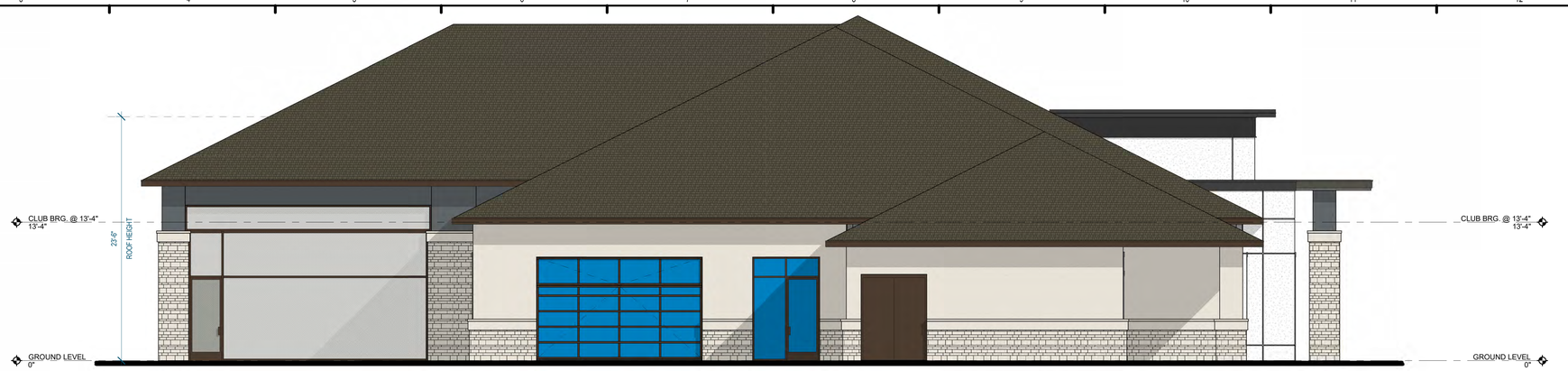
MELBOURNE, FLORIDA

Drawn:	Author
Checked:	KL
Approval:	KL
Date:	Issue Date
Project #:	6063

ANCILLARY BUILDING ELEVATIONS

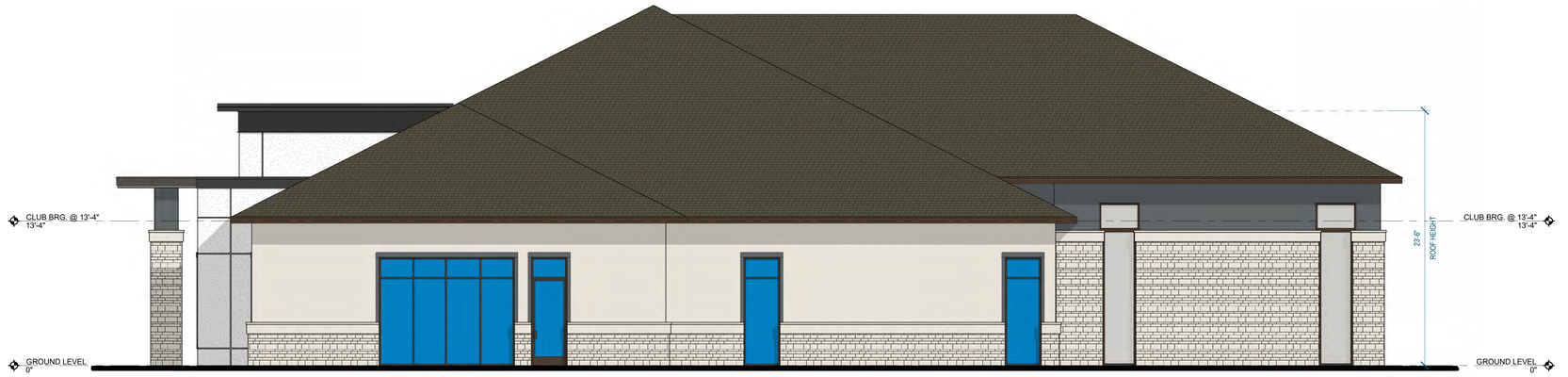
A4.12

PLOTTED: 10/7/2025 10:25:24 AM



C3 CLUBHOUSE - WEST ELEVATION
3/16" = 1'-0"

E1 CLUBHOUSE - REAR ELEVATION
3/16" = 1'-0"



H3 CLUBHOUSE - EAST ELEVATION
3/16" = 1'-0"

K1 CLUBHOUSE - FRONT ELEVATION
3/16" = 1'-0"

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No.	Date	Description

EASTWIND -
PRESERVE DRIVE

MELBOURNE, FLORIDA

Drawn:	Author
Checked:	KL
Approval:	KL
Date:	Issue Date
Project #:	6063

CLUBHOUSE ELEVATIONS

A4.11

PLOTTED: 10/7/2025 11:07:02 AM

11/20/25 P+Z Meeting

11/20/25
P&Z meeting

ADDRESSING
CITY OF MELBOURNE PLANNING AND ZONING BOARD

THE PUBLIC WILL SPEAK FROM THE LECTERN ON THE AUDIENCE'S RIGHT AND STAFF AND CITY CONSULTANTS WILL SPEAK FROM THE LECTERN ON THE AUDIENCE'S LEFT.

The public may address the Planning and Zoning Board on items designated on the agenda as a public hearing. It is the Planning and Zoning Board's decision whether to allow input from someone on an item not listed as a public hearing.

- Speakers may address the Planning and Zoning Board for up to three (3) minutes on items that appear on the agenda.
- Speakers may not borrow or assign time to/from others. Council may consider granting additional time to an individual functioning as a spokesperson.
- An applicant or representative on a quasi-judicial item (land use, zoning/rezoning, variance, building related permit or appeal, or abandon and vacate request) is allowed more than five (5) minutes. This is based on court cases, which provide that an applicant must be given enough time to create a record before the Planning and Zoning Board.

Procedures

- Speakers **MUST COMPLETE** the "Addressing the Planning and Zoning Board" form located at the entrance to the Council Chamber.
- Speakers must come to the lectern and state their name and address for the record.
- Speakers must address the Planning and Zoning Board as a body, not as individuals, and all questions directed to members of the Planning and Zoning Board must be addressed through the Chairman.
- Personal, impertinent, or slanderous remarks are not permitted.

Date: 11-20-25 Agenda Item No.:

Name and Address (including zip code): Dennis Redner
3217 Arden Cir
Melbourne Fl 32934

Telephone number: (607) 343-3411

Group or organization you are representing (if applicable): Arbors At Longleaf HOA

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CITY OF MELBOURNE PLANNING AND ZONING BOARD

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- Speakers must come to the lectern and state their name and address for the record.
- Speakers must address the Planning and Zoning Board as a body, not as individuals, and all questions directed to members of the Planning and Zoning Board must be addressed through the Chairman.
- Personal, impertinent, or slanderous remarks are not permitted.

Date: 11/20/25 Agenda Item No.:

Name and Address (including zip code): Dominick Campagna
3214 ARDEN Cir
Melbourne FL 32934

Telephone number: (321) 536 · 8076

Group or organization you are representing (if applicable):

ADDRESSING
CITY OF MELBOURNE PLANNING AND ZONING BOARD

THE PUBLIC WILL SPEAK FROM THE LECTERN ON THE AUDIENCE'S RIGHT AND STAFF AND CITY CONSULTANTS WILL SPEAK FROM THE LECTERN ON THE AUDIENCE'S LEFT.

The public may address the Planning and Zoning Board on items designated on the agenda as a public hearing. It is the Planning and Zoning Board's decision whether to allow input from someone on an item not listed as a public hearing.

- Speakers may address the Planning and Zoning Board for up to three (3) minutes on items that appear on the agenda.
- Speakers may not borrow or assign time to/from others. Council may consider granting additional time to an individual functioning as a spokesperson.
- An applicant or representative on a quasi-judicial item (land use, zoning/rezoning, variance, building related permit or appeal, or abandon and vacate request) is allowed more than five (5) minutes. This is based on court cases, which provide that an applicant must be given enough time to create a record before the Planning and Zoning Board.

Procedures

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- Speakers must address the Planning and Zoning Board as a body, not as individuals, and all questions directed to members of the Planning and Zoning Board must be addressed through the Chairman.
- Personal, impertinent, or slanderous remarks are not permitted.

Date: 11/20/25 Agenda Item No.:

Name and Address (including zip code): Richard Paul Hilburn
3285 Arden Cir
Melbourne FL 32934

Telephone number: (321) 795-1253

Group or organization you are representing (if applicable): Self

ADDRESSING
CITY OF MELBOURNE PLANNING AND ZONING BOARD

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- Personal, impertinent, or slanderous remarks are not permitted.

Date: 11/20/25 Agenda Item No.: _____

Name and Address (including zip code): Leslie Gallegos
3110 Arden Cir
Melb FL 32934

Telephone number: (321) 693 6206

Group or organization you are representing (if applicable): _____

ADDRESSING
CITY OF MELBOURNE PLANNING AND ZONING BOARD

THE PUBLIC WILL SPEAK FROM THE LECTERN ON THE AUDIENCE'S RIGHT AND STAFF AND CITY CONSULTANTS WILL SPEAK FROM THE LECTERN ON THE AUDIENCE'S LEFT.

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- Personal, impertinent, or slanderous remarks are not permitted.

Date: 11/20/2025 Agenda Item No.: C 7

Name and Address (including zip code): Cliff Repperger, Whitebird, PLLC
2101 Waverly PL
Melbourne, FL 32901

Telephone number: (321) 327-5580

Group or organization you are representing (if applicable): Applicant / East wind Acquisitions Shannon Properties

Provided at the meeting for Planning & Zoning Board 11/20/2025 6:30pm

November 19th, 2025

City of Melbourne, Commmity Development Department

900 East Strawbridge Avenue

Melbourne, FL 32901

It is the intent of Arbors of Longleaf HOA, as a property owner within 500 feet of the Subject Property, to file a petition against the approval of Preserve Multifamily Residential

File No. Comprehensive Plan Map amendment MAP 2024-0030

And/or File No. Zoning Map amendment NA

for the Subject Property located at Preserve Dr. at Wickham Rd

and described as:

Property ID/Tax Account Number: 2605442

Legal Description (Optional): _____

Sincerely,

Sign: _____

Print: Dennis J. Redner HOA Director

Address of Property within 500 feet of the Subject Property:

Arbors At Longleaf HOA

Provided at the meeting for Planning + Zoning Board 11/20/2025. 6:30pm

November 19th, 2025

City of Melbourne, Commmity Development Department

900 East Strawbridge Avenue

Melbourne, FL 32901

It is the intent of Arbors of Longleaf HOA, as a property owner within 500 feet of the Subject Property, to file a petition against the approval of Preserve Multi Family Residential

File No. Comprehensive Plan Map amendment NA

And/or File No. Zoning Map amendment MAP 2024 -0031

for the Subject Property located at Preserve Dr at Wickham Rd

and described as:

Property ID/Tax Account Number: 260 5442

Legal Description (Optional): _____

Sincerely,

Sign: _____

Print: Dennis J. Redner HOA director

Address of Property within 500 feet of the Subject Property:

Arbors At Longleaf HOA

ORDINANCE NO. 2025-61

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF 17.65± ACRES OF LAND LOCATED ON THE WEST SIDE OF NORTH WICKHAM ROAD, NORTH OF POST ROAD AT PRESERVE DRIVE/PEBBLE CREEK STREET; PROVIDING FOR THE EXTENSION OF THE CORPORATE LIMITS AND BOUNDARIES THEREOF; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (ANNX2024-0009)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

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

A PORTION OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES, 32 MINUTES, 44 SECONDS WEST ALONG THE EASTERLY LINE OF SAID SECTION 36, ALSO KNOWN AS THE CENTERLINE OF WICKHAM ROAD (A 100 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED) A DISTANCE OF 3,292.67 FEET; THENCE SOUTH 89 DEGREES, 35 MINUTES, 29 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS; THENCE CONTINUED SOUTH 89 DEGREES, 35 MINUTES, 29 SECONDS WEST, A DISTANCE OF 660.00 FEET; THENCE NORTH 00 DEGREES, 32 MINUTES, 44 SECOND WEST, A DISTANCE OF 815.84 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 50 SECONDS WEST A DISTANCE OF 1,596.67 FEET; THENCE NORTH 00 DEGREES, 32 MINUTES, 44 SECONDS WEST A DISTANCE OF 350.00 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 50 SECONDS EAST A DISTANCE OF 2,256.67 FEET; THENCE SOUTH 00 DEGREES, 32 MINUTES, 44 SECONDS EAST A DISTANCE OF 1,164.43 FEET.
LESS LANDS DESCRIBED IN PLAT BOOK 55 PAGE 66, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
AND AS DESCRIBED AS
"SURVEYORS DESCRIPTION"

THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4715 PAGE 1510, TOGETHER WITH PRESERVE DRIVE, ACCORDING TO THE ROAD PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 2, PAGE 3, ALSO TOGETHER WITH PART OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4337 PAGE 844, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE ARBORS AT LONGLEAF, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGE 66, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4715, PAGE 1510 AND ALSO BEING A POINT ON THE SOUTH LINE OF GLEN RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); AND RUN N89°42'23"E. ALONG THE SOUTH LINE OF SAID GLEN RIDGE SUBDIVISION, A DISTANCE OF 660.01 FEET, TO THE SOUTHEAST CORNER OF SAID GLEN RIDGE SUBDIVISION AND A POINT ON THE WEST RIGHT OF WAY LINE OF WICKHAM ROAD, A 150 FEET WIDE PUBLIC RIGHT OF WAY; THENCE S00°33'11" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1164.43 FEET, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1613, PAGE 247, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°35'02"W, ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1613, PAGE 247, A DISTANCE OF 660.01 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1613, PAGE 247 (SAID POINT ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF THE CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3672, PAGE 2536, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE N00°33'11"W, ALONG SAID EASTERLY LINE, AND ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5905, PAGE 2698, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALONG THE EASTERLY LINE OF SAID THE ARBORS AT LONGLEAF, A DISTANCE OF 1165.84 FEET TO THE POINT OF BEGINNING.
(CONTAINS 17.65 ACRES CALCULATED).

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

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

SECTION 4. That the effective date of this annexation shall be February 9, 2026.

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

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025 and adopted on the second and final reading at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

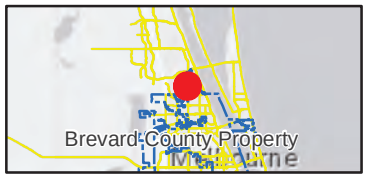
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Map

Ordinance No. 2025-61

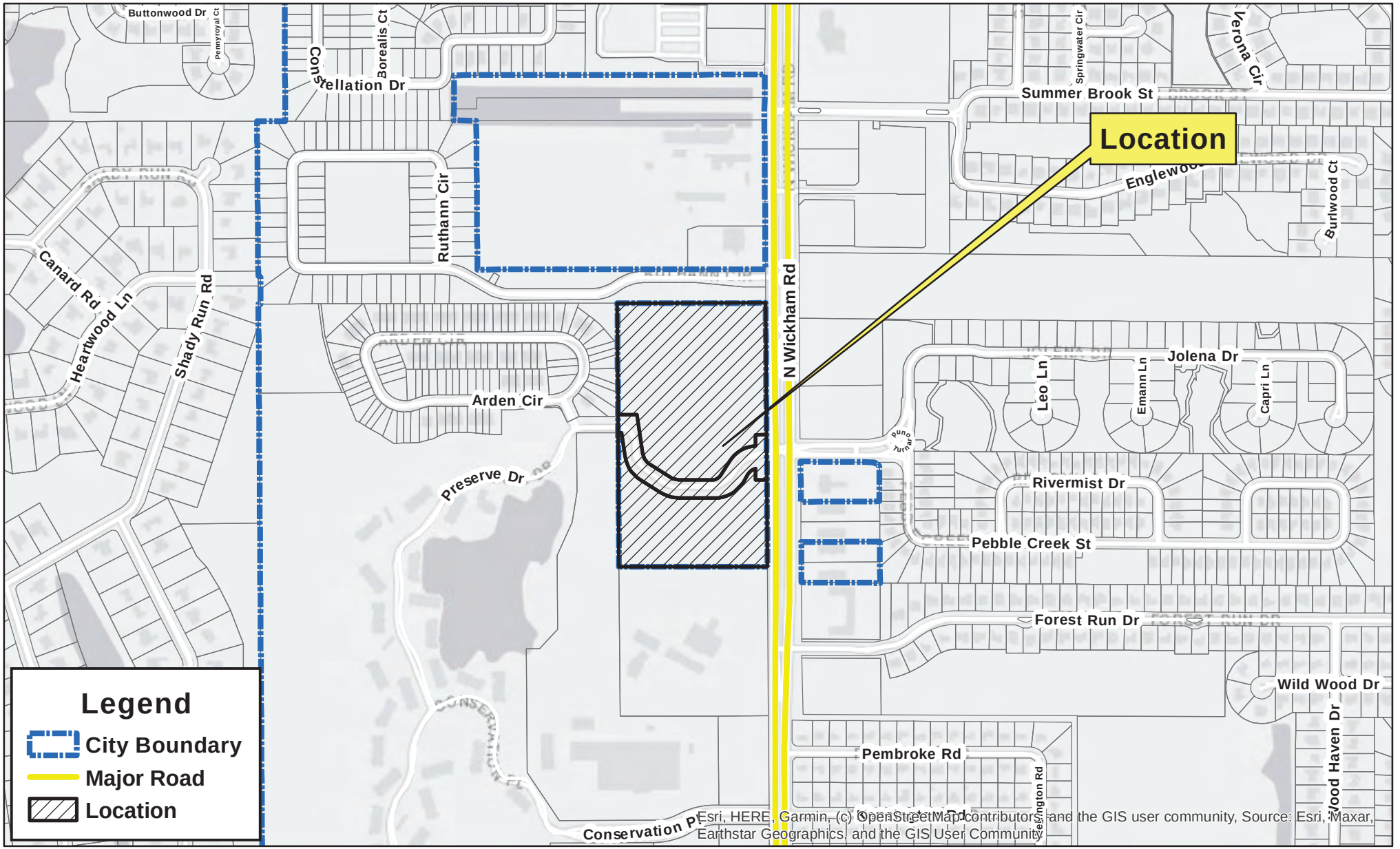
PRESERVE DRIVE MULTIFAMILY
LOCATION MAP
ANNX2024-0009 | MAP2024-0030 | MAP2024-0031 | PLAN2024-0026 | WVS2025-0001



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

N 640 0 640 Feet

1 inch = 667 feet



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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

Title: PRESERVE DRIVE MULTIFAMILY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/23/2025 3:06:35 PM
Document Name: Preserve Drive LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Preserve Drive 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

ORDINANCE NO. 2025-62

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; MAKING FINDINGS; AMENDING APPENDIX D, CHAPTER 4, SECTION 4.04 OF THE CITY CODE; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY ESTABLISHING A MIXED USE FUTURE LAND USE MAP CLASSIFICATION ON 17.65± ACRES OF LAND LOCATED ON THE WEST SIDE OF NORTH WICKHAM ROAD AND NORTH OF POST ROAD AT PRESERVE DRIVE/PEBBLE CREEK STREET; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2024-0030)

WHEREAS, after review and a public hearing before the Local Planning Agency, the Local Planning Agency took no formal action on a recommendation to City Council regarding the comprehensive plan map amendment; and

WHEREAS, the City Council has received comments from the public and held public hearings on December 9, 2025 and January 13, 2026, 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; Ordinance No. 2025-47, adopted October 14, 2025; and Ordinance No. 2025-53 and Ordinance No. 2025-62, adopted January 13, 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 MAP2024-0030 consists of an amendment to the Future Land Use Map by establishing Mixed Use Future Land Use Map classification on 17.65+ acres of land on the west side of North Wickham Road and north of Post Road at Preserve Drive/Pebble Creek Street.

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

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

SECTION 5. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025 and adopted on second/final reading at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

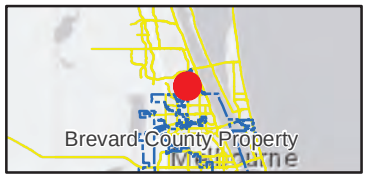
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit “A”

Ordinance No. 2025-62

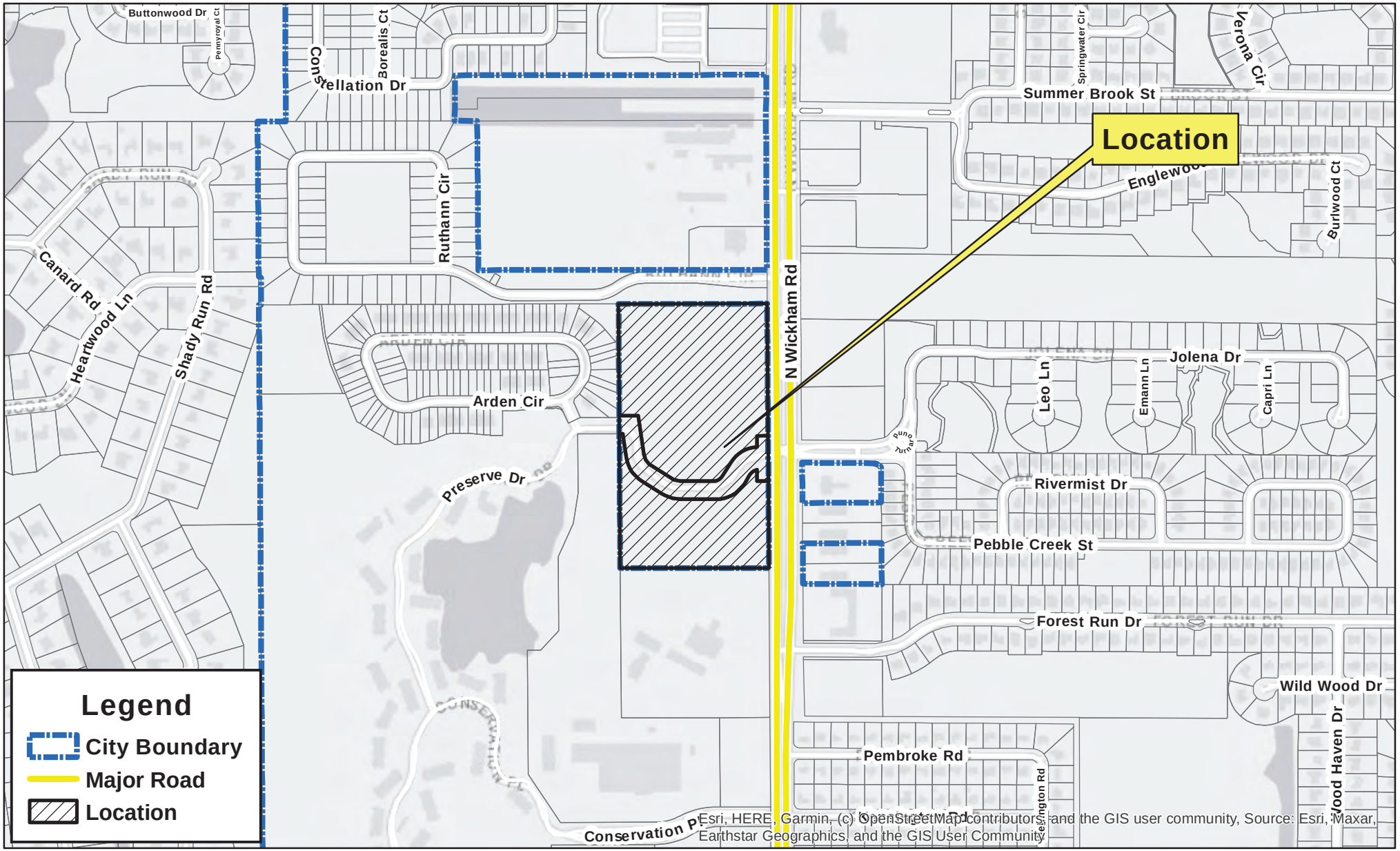
PRESERVE DRIVE MULTIFAMILY
LOCATION MAP
ANNX2024-0009 | MAP2024-0030 | MAP2024-0031 | PLAN2024-0026 | WVS2025-0001



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

N 640 0 640 Feet

1 inch = 667 feet



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Title: PRESERVE DRIVE MULTIFAMILY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/23/2025 3:06:35 PM
Document Name: Preserve Drive LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Preserve Drive 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

ORDINANCE NO. 2025-63

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY ESTABLISHING R-2 (ONE-, TWO-, AND MULTIPLE-FAMILY DWELLING MEDIUM DENSITY DISTRICT) ZONING ON 17.65± ACRES OF LAND LOCATED ON THE WEST SIDE OF NORTH WICKHAM ROAD AND NORTH OF POST ROAD AT PRESERVE DRIVE/PEBBLE CREEK STREET; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2024-0031).

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by establishing R-2 (One-, Two-, and Multiple-Family Dwelling Medium Density District) zoning on 17.65± acres land located on the west side of North Wickham Road and north of Post Road at Preserve Drive/Pebble Creek Street. The property is described as:

A PORTION OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTHEASTERLY CORNER OF SAID SECTION 36; THENCE NORTH 00 DEGREES, 32 MINUTES, 44 SECONDS WEST ALONG THE EASTERLY LINE OF SAID SECTION 36, ALSO KNOWN AS THE CENTERLINE OF WICKHAM ROAD (A 100 FOOT RIGHT-OF-WAY AS MONUMENTED AND OCCUPIED) A DISTANCE OF 3,292.67 FEET; THENCE SOUTH 89 DEGREES, 35 MINUTES, 29 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LANDS; THENCE CONTINUED SOUTH 89 DEGREES, 35 MINUTES, 29 SECONDS WEST, A DISTANCE OF 660.00 FEET; THENCE NORTH 00 DEGREES, 32 MINUTES, 44 SECOND WEST, A DISTANCE OF 815.84 FEET; THENCE SOUTH 89 DEGREES, 42 MINUTES, 50 SECONDS WEST A DISTANCE OF 1,596.67 FEET; THENCE NORTH 00 DEGREES, 32 MINUTES, 44 SECONDS WEST A DISTANCE OF 350.00 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES, 50 SECONDS EAST A DISTANCE OF 2,256.67 FEET; THENCE SOUTH 00 DEGREES, 32 MINUTES, 44 SECONDS EAST A DISTANCE OF 1,164.43 FEET.
LESS LANDS DESCRIBED IN PLAT BOOK 55 PAGE 66, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA
AND AS DESCRIBED AS
"SURVEYORS DESCRIPTION"

THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4715 PAGE 1510, TOGETHER WITH PRESERVE DRIVE, ACCORDING TO THE ROAD PLAT THEREOF AS RECORDED IN ROAD PLAT BOOK 2, PAGE 3, ALSO TOGETHER WITH PART OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4337 PAGE 844, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LYING IN SECTION 36, TOWNSHIP 26 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF THE ARBORS AT LONGLEAF, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGE 66, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, (SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4715, PAGE 1510 AND ALSO BEING A POINT ON THE SOUTH LINE OF GLEN RIDGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGE 87, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); AND RUN N89°42'23"E. ALONG THE SOUTH LINE OF SAID GLEN RIDGE SUBDIVISION, A DISTANCE OF 660.01 FEET, TO THE SOUTHEAST CORNER OF SAID GLEN RIDGE SUBDIVISION AND A POINT ON THE WEST RIGHT OF WAY LINE OF WICKHAM ROAD, A 150 FEET WIDE PUBLIC RIGHT OF WAY; THENCE S00°33'11" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1164.43 FEET, TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1613, PAGE 247, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE S89°35'02"W, ALONG THE NORTH LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1613, PAGE 247, A DISTANCE OF 660.01 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1613, PAGE 247 (SAID POINT ALSO BEING A POINT ON THE EASTERLY BOUNDARY OF THE CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3672, PAGE 2536, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA); THENCE N00°33'11"W, ALONG SAID EASTERLY LINE, AND ALONG THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 5905, PAGE 2698, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND ALONG THE EASTERLY LINE OF SAID THE ARBORS AT LONGLEAF, A DISTANCE OF 1165.84 FEET TO THE POINT OF BEGINNING.
(CONTAINS 17.65 ACRES CALCULATED).

SECTION 2. That this amendment shall not become effective until it has been recorded on the Official Zoning Map of the City of Melbourne and shall become effective immediately after City of Melbourne Ordinance No. 2025-62 becomes effective (the ordinance that establishes the Future Land Use).

SECTION 3. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 2025 and adopted on the second and final

reading at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-63

Melbourne City Council
December 9, 2025
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.23.

Subject:
Subdivision Variance Request (SDV2025-0002) Babcock Townhomes

Background/Consideration:
This is a request for a subdivision variance from Appendix D, Chapter 8, Section 8.6(d) to allow for the construction of a shared stormwater pond without platting on a 0.17±-acre lot of an overall 1.88± acre development zoned C-1 (Neighborhood Commercial District) and R-1AA (Single-Family Low Density Residential District) located on the southeast corner of South Babcock Street and Avenue D, west of Grove Lane. The property has a General Commercial, Mixed Use, and Low Density Residential Future Land Use Map classifications, and is located within Council District 3.

In May 2025, the applicant submitted an engineering construction plan to develop 24 townhome lots by splitting existing, platted lots of record, once for each lot, on property zoned C-1. The plan includes six (6) lots fronting on Babcock Street and six (6) lots fronting on Grove Lane. An existing lot located at the northeast corner of the overall block and zoned R-1AA is proposed for use as a shared stormwater pond. The applicant is requesting a subdivision variance to allow the shared stormwater pond on a recorded lot of record and not in a platted tract.

In order to develop the townhomes fronting on Babcock Street, the driveways were designed for access to a shared single driveway to the rear of the townhomes with access to East Avenue D. The new rear driveway will create an impervious area greater than standard driveways for single-family detached residential development; therefore, the project is required to provide a stormwater retention area to treat the run-off for this new rear driveway. The lots fronting on Grove Lane, a local roadway, will provide front-loading garages and driveways for the townhomes, and will not have vehicular access to the driveway.

Upon approval of the subdivision variance, the engineering construction plan can proceed and will incorporate the conditions of approval for the subdivision variance, such as a recorded mutual easement agreement for shared access and shared stormwater management/maintenance between all the proposed lots. The engineering construction plan will also require any necessary easements for the development.

Following review and discussion at the November 20, 2025 Planning and Zoning Board meeting, the Board voted unanimously to recommend approval of this request.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of SDV2025-0002, based upon 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: **Subdivision Variance Approval Request (SDV2025-0002) Babcock Townhomes (411 South Babcock Street)**

Date: November 26, 2025

Owner/Applicant/Representative

- Owner – Grove Lane, LLC
- Applicant – Doug Engle
- Representative – Robert Robb, Robb & Taylor Engineering

Proposed Action

- **Subdivision Variance approval** on a 0.17±-acre lot of an overall 1.88± acre development to allow for the construction of a shared stormwater pond without platting, pursuant to Appendix D, Chapter 8, Section 8.6(d).

Location

The property is located on the southeast corner of South Babcock Street and Avenue D, west of Grove Lane, in Township 27S, Range 37E, Section 27. This property is located within Council District 3.

History

The development is a 1.88± acre property that includes 13 lots (Lots 234 through 247) of the Indian River Bluff Amended Plat No 2 Subdivision, recorded in 1925 (PB5, PG19) and the property is undeveloped.

Adjacent Property Information

Frontage:	South Babcock Street, along the west property line
Access:	East Avenue D, along the north property line Grove Lane, along the east property line
To the East:	Across Grove Lane, residential development
Zoning:	R-1AA
Land Use:	LDR
To the West:	Across South Babcock Street, vacant commercial building, offices, retail units
Zoning:	C-1

Land Use:	Mixed Use
To the North:	Across East Avenue D, undeveloped land owned by Babcock Street Community Redevelopment Agency (CRA);
Zoning:	C-1; R-2
Land Use:	General Commercial; LDR
To the South:	Office use
Zoning:	C-1
Land Use:	General Commercial

The property is currently zoned C-1 (Neighborhood Commercial) and R-1AA and has General Commercial, Mixed Use and Low Density Residential Future Land Use Map classifications.

Analysis of the Request:

The applicant is requesting to construct a shared stormwater pond that is on a recorded lot of record and not in a platted tract. Pursuant to the Variance Section of the Subdivision Ordinance (City Code, Appendix D, Chapter 8, Section 8.8), the applicant is requesting a variance specifically to allow for a shared stormwater pond without platting, pursuant to Appendix D, Chapter 8, Section 8.6(d).

In May 2025, the applicant submitted an Engineering Construction Plan to develop 24 townhome lots by splitting existing, platted lots of record, once for each lot. The plan includes six lots fronting on Babcock Street (Lots 234, 236, 238, 240, 242, and 244) and six lots fronting on Grove Lane (Lots 237, 239, 241, 243, and 245 and 247). The 13th lot (Lot 235) is located at the northeast corner of the block and is zoned R-1AA, which does not permit the use of townhomes, so it may not be divided into two lots. The Subdivision Code allows (by definition of “Subdivision”) for the one-time lot split of any recorded lots of record, so long as the development of such lots meet the zoning standards of development (such as lot size, width, dept, setbacks, lot area, etc.).

During the review process, city staff identified concerns about the number of residential driveways proposed on Babcock Street. From the FEC Railway, north to U.S. Highway 1, there are not residential driveways that access directly to South Babcock Street. With the six recorded lots divided, there is the potential of 12 driveways connecting to Babcock Street and City Code allows vehicles to back out of single-family residential driveways into the right-of-way. Even with shared driveways, vehicles backing out from six residential driveways would be a safety issue in this area.

As an alternative, the applicant submitted a plan that provided rear loaded garages for the townhomes on the Babcock Street side, including a shared access with a single driveway to East Avenue D designed for use by the Babcock fronting lots. The lots fronting on Grove Lane, a local roadway will provide, front-loading garages and individual driveways. However, since the new rear driveway will create an area of impervious greater than standard driveways for single-family detached residential development, the Engineering Department is requiring a stormwater retention area to treat the run off for this new rear driveway. The proposed stormwater retention area is proposed on Lot 235, which is directly adjacent to the proposed shared access on East Avenue D and is zoned R-1AA.

Upon approval of the subdivision variance, the engineering construction plan can proceed and will incorporate the conditions of approval for the subdivision variance. The engineering construction plan will also require any necessary easements for the development.

Property Owners' Response to Subdivision Variance standards:

City Code, Appendix D, Chapter 8, Section 8.8, describes the five standards that must be addressed when requesting a variance. Regarding the five standards:

(1) The applicant perhaps did not create the circumstances or conditions that would substantially limit the applicant in the reasonable use of the land.

The property is already platted. The lots are not being developed in the normal layout with driveway accessing the front of the lot. In an effort to eliminate drives on Babcock Street, a common drive is being proposed for assess to three of the buildings. This drive will require access, utility and drainage easements.

(2) The variance may be necessary for the preservation and enjoyment of a substantial property right.

In order to develop the property to eliminate the drives on Babcock Street, this variance is needed to complete the project.

(3) Whether the granting of the variance will be detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

The proposed project will not be detrimental to the public. In fact, the project will provide safer ingress and egress to the properties by granting the variance.

(4) Compliance with the requirements in this code causes a practical difficulty.

The property is already subdivided and platted. Public access and utilities are already provided for each lot.

(5) The variance must be consistent with the Melbourne Comprehensive Plan. In granting the variance, City Council shall prescribe only conditions that it deems necessary to or desirable for the public interest and when determining this shall take into account the nature of the proposed use of the land and the existing use of land in the vicinity.

The project is consistent with the City Comprehensive Plan.

Staff Analysis

Staff has reviewed the request and can support the subdivision variance, for several reasons.

Zoning standards are met. The allowance to permit the one-time lot split for the C-1 zoned lots meets all dimensional requirements such as lot coverage and setbacks for the C-1 zoning district and will be consistent with the approved engineering construction plans. The lots proposed to be split are all recorded as 50 x 125 lots, which, once split,

will each exceed the minimum lot area (1,800 square feet), width (18 feet) and depth (80 feet) for the development of a townhome lot.

The property has the ability to be developed. Currently, the property has access to city water and sewer, along with the necessary frontage abutting improved right-of-way along South Babcock Street and Grove Lane. If the 1.88± acres were not being split to create townhomes, the city would have the same concerns about driveway access for any future development of the property, whether single-family detached driveways or any access for commercial development, as permitted in the C-1 zoning.

Regarding the creation of the shared driveway, a shared access easement will be required and it is likely that utilities may be designed within this area, which will need easements. Staff is including conditions that will require a Homeowners' Association be established, for the creation and maintenance of the shared pond. In addition, the property owner shall deed the stormwater lot to the HOA. Since the intention is for the HOA to own and maintain Lot 235 as shared stormwater, a Unity of Title will be required between the developer, the HOA and the City, so that the stormwater pond remains part of the townhome development in the future.

Intent of the Comprehensive Plan is intact: Allowing the creation of a shared stormwater pond without platting will not change the intent of the Comprehensive Plan. The future land use is Mixed Use and Low Density Residential, which allows for the development of townhome lots. Most policies related to subdivisions are found in the Future Land Use Element and Infrastructure Element. The subdivision variance, as requested, will allow for development of townhomes with a shared rear access, meeting the minimum standards and requirements for appropriate for development and consistent with good planning practices. Since the proposed development of these townhomes through the one-time lot split are abutting street access, water, and sewer, the subdivision variance could be granted, and would be consistent with the Comprehensive Plan.

Joint Planning Agreement (JPA) Comments

The subject property is not located within the Joint Planning Agreement area.

Planning and Zoning Board Action

On November 20, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the request.

Recommendation

Based on the findings contained within the Planning and Zoning Board memorandum, on the overall 1.88± acres, located on the southeast corner of South Babcock Street and Avenue D, west of Grove Lane, the Planning and Zoning Board and the Community Development Department recommend:

Approval of SDV2025-0002, granting a variance from the Subdivision Regulations, to allow for the creation of a stormwater pond without platting on a 0.17±-acres (Lot 235), pursuant to Appendix D, Chapter 8, Section 8.6(d), with the following conditions:

a. The applicant shall not be entitled to divide the lots until all improvements identified in ENGR2025-0010 are constructed to the satisfaction of the City, or an

improvement guarantee of at least 110% is provided to the City to ensure the completion of the improvements.

b. The applicant shall provide the additional required documents, pursuant to Appendix D, Chapter 8, Section 8.5 (C) (4), including but not limited to a warranty deed for Lot 235 (the stormwater pond) from the developer to the HOA; the HOA articles of incorporation, the covenants and restrictions, any required easements, and the stormwater maintenance agreement, prior to Certificate of Completion of approved engineering construction plans (ENGR2025-0010).

c. A Unity of Title between the developer, the HOA and the City is required for Lot 235 as a common area (i.e., stormwater pond) for the townhome development. Such Unity of Title must be prepared in form and substance acceptable to the City Attorney's Office and recorded prior to Certificate of Completion of approved engineering construction plans (ENGR2025-0010).

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Finding of Consistency (FOC2025-0005) and Land Development Regulations Amendment (TEXT2025-0012) Reasonable Accommodation – Certified Recovery Residences**
Date:	November 21, 2025
Applicant:	City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting of November 20, 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 FOC2025-0005 and TEXT2025-0012 to amend City Code Part III, Appendix D, Chapter 1, Article I, by creating Section 1.02, entitled “Reasonable Accommodation - Certified Recovery Residences,” as it relates to changes made to Florida Statutes.

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

Findings for the Proposed Text Amendment

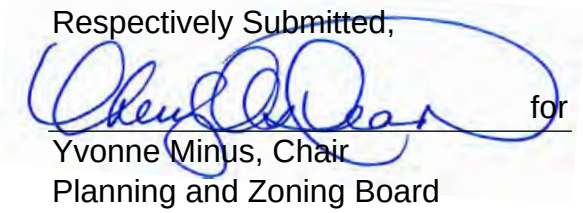
1. The proposed modifications to City Code are consistent with the goals and objectives of the Comprehensive Plan and will assist in the execution of policies within the Comprehensive Plan. The proposed revisions will implement policy language that addresses requests for reasonable accommodation from land use regulations relating to certified recovery residences. The proposed revisions will augment these regulations by formalizing and streamlining the process for applicants seeking reasonable accommodations.
2. The proposed revisions address recent legislative changes to Florida Statutes. The proposed City Code revisions are consistent with Senate Bill (SB) 954 (Certified Recovery Residences) and will incorporate a process for requesting reasonable accommodations from land use regulations as it relates to certified recovery residences.
3. 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 reasonable accommodation for requests for certified recovery residences. The modifications will incorporate required statutory changes into City Code.

4. The proposed changes will not significantly change the general character of the City, cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments, as the revisions reinforce the administration of City Code requirements. Specifically, the proposed modifications implement Code language for requests regarding reasonable accommodation for certified recovery residences.

5. The subject modifications will enhance reasonable accommodation procedures by making City Code more user-friendly to property owners, the development community, and City staff. The proposed modifications will implement a process for applicants seeking reasonable accommodations from land use regulations relating to certified recovery residences.

6. 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 requests for reasonable accommodations for certified recovery residences. The proposed changes are also consistent with recent legislative changes to Florida Statutes; specifically the modifications are consistent with Senate Bill (SB) 954.

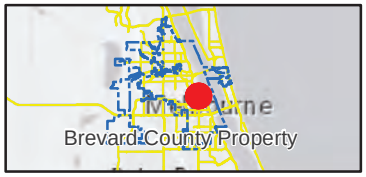
Respectively Submitted,



for
Yvonne Minus, Chair
Planning and Zoning Board

BABCOCK TOWNHOMES
LOCATION MAP
SDV2025-0002

mGIS | City of Melbourne The Harbor City



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

N 160 0 160 Feet
1 inch = 167 feet

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Title: BABCOCK TOWNHOMES
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/20/2025 3:31:30 PM
Document Name: BABCOCK THS LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\BABCOCK THS LOCATION Map.mxd

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Information Technology Department
GIS Division
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Melbourne, FL 32901
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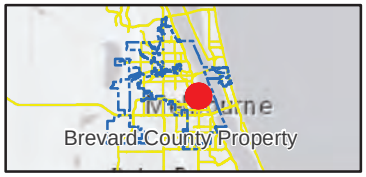
Fax: (321) 608.7719
Email: GIS@mlbfl.org

BABCOCK TOWNHOMES
FUTURE LAND USE & ZONING MAP
SDV2025-0002

mGIS | City of Melbourne The Harbor City



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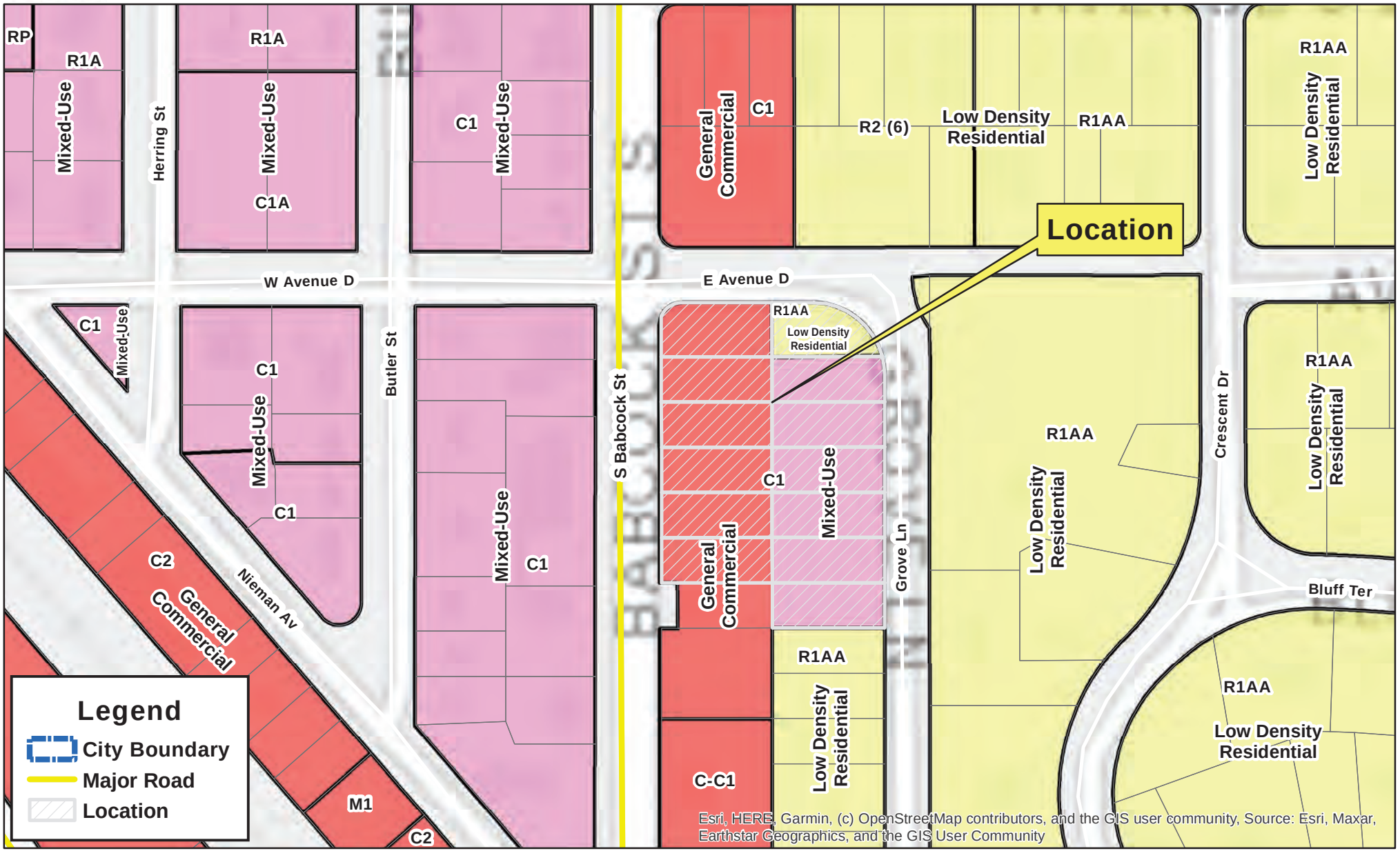
1 inch = 167 feet



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Title: BABCOCK TOWNHOMES
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/20/2025 3:42:00 PM
Document Name: BABCOCK THS FLU & Z Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\BABCOCK THS FLU & Z Map.mxd

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PROJECT BENCHMARK #1

GROVE LANE

EDGE OF PAVEMENT

PARK ST. (PLAT)
50' R/W PLAT

S 00°00'00" E 380.00' (P.&M.)

R= 60.00'
L= 125.66'
Δ= 90°00'00"
CH= S45°00'00"E
113.14' (P. & M.)

NEW LOT SPLIT

LOT 235 | LOT 237 | LOT 239 | LOT 241 | LOT 243 | LOT 245 | LOT 247 | LOT 249 | LOT 251

60.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00'

EDGE OF PAVEMENT (TYP.)

6" CONC. WALL CORNER (0.6'W,0.6'S)

N 00°00'00" E 14

AVENUE D

N 90°00'00" E 145.00'

100.00'

LOT 234 | LOT 236 | LOT 238 | LOT 240 | LOT 242 | LOT 244 | LOT 246 NOT RECORDED

123.00' 123.00' 123.00' 123.00' 125.00' 125.00' 125.00'

N 90°00'00" W 125.04'

44.80'

6' SIDEWALK, DRAINAGE & UTILITY EASEMENT (O.R.B. 8049, PG. 1233)

194.80' (M.)
N 00°00'00" E

N 90°00'00" E
2.00' (M.)

100.00' (P. & M.)
N 00°00'00" E

BABCOCK ST.

EDGE OF PAVEMENT

PROJECT SUMMARY

PROJECT NAME:	BABCOCK TOWNHOMES
SITE ADDRESS:	Parcel ID# 27-37-27-51-*-224 Parcel ID# 27-37-27-51-*-242 Parcel ID# 27-37-27-51-*-240 Parcel ID# 27-37-27-51-*-238 Parcel ID# 27-37-27-51-*-236 Parcel ID# 27-37-27-51-*-234 Parcel ID# 27-37-27-51-*-245 Parcel ID# 27-37-27-51-*-243 Parcel ID# 27-37-27-51-*-241 Parcel ID# 27-37-27-51-*-239 Parcel ID# 27-37-27-51-*-237 Parcel ID# 27-37-27-51-*-235
OWNER:	GROVE LANE, LLC 719 PINETREE DR. INDIAN HARBOR BEACH, FL 32937
ENGINEER:	Robb & Taylor Engineering Solutions, Inc. C/O Robert F. Robb, P.E. 4685 Hidden Lakes Place Melbourne, FL 32934 (321) 302-2313
SURVEYOR:	HORIZON SURVEYORS 5445 MURRELL ROAD, STE 101 ROCKLEDGE, FL 32955 (321) 806-4171

NORTH

LEGAL DESCRIPTION:

PARCEL #1

LOT 237 AND LOTS 234, 236, 238 LESS THE WEST 2 FEET, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #2

LOT 235, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #3

LOT 239, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LOTS 249 AND 251, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #4

LOT 241, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #5

LOTS 242 AND 243, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #6

LOT 244, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #7

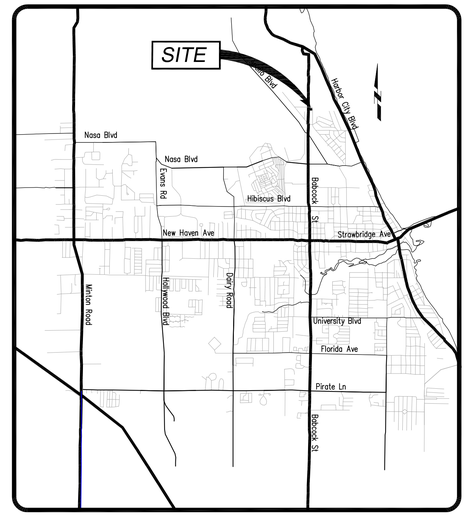
LOT 245, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #8

LOTS 249 AND 251, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #9

LOT 247, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



LOCATION MAP

CERT of AUTH.# 28304

SITE PLAN

Scale 1" = 20'

Sheet 3 OF 11

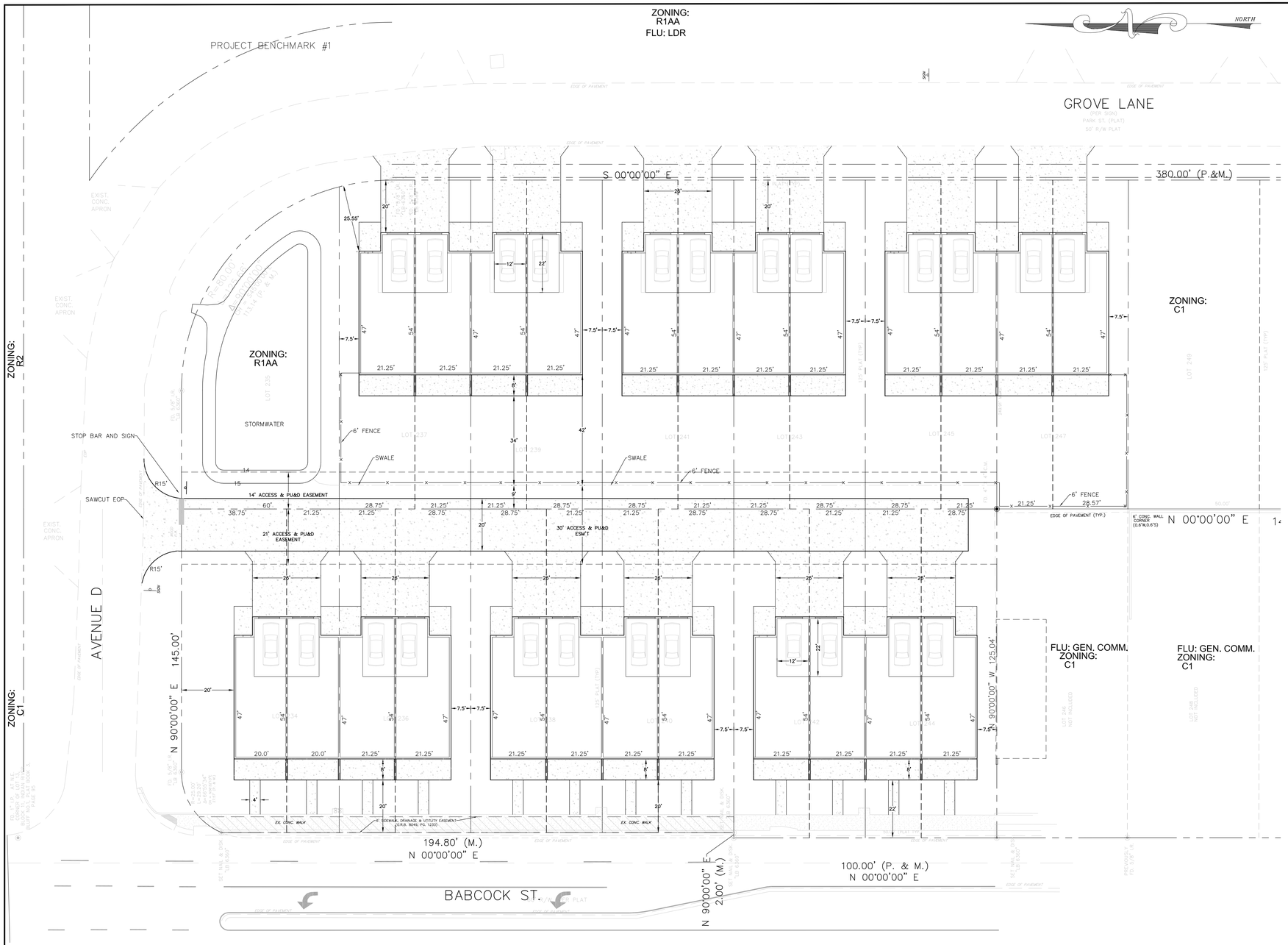
Project: BABCOCK TOWNHOMES MELBOURNE FLORIDA

Date:

Revision:

Engineer of Record
Robert F. Robb
P.E. # 55645
Date: 5/7/25

ROBB & TAYLOR
Engineering Solutions, Inc.
4685 HIDDEN LAKES PLACE
MELBOURNE, FLORIDA 32934
Office: (321) 302-2313
Fax: (321) 622-4007
R&T engineering SOLUTIONS
ROBB & TAYLOR



LEGAL DESCRIPTION:

PARCEL #1

LOT 237 AND LOTS 234, 236, 238 LESS THE WEST 2 FEET, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #2

LOT 235, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #3

LOT 239, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

LOTS 249 AND 251, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #4

LOT 241, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #5

LOTS 242 AND 243, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #6

LOT 244, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #7

LOT 245, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PARCEL #8

LOT 247, INDIAN RIVER BLUFF AMENDED PLAT NO.2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE(S) 19, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PROJECT SUMMARY

PROJECT NAME:	BABCOCK TOWNHOMES
SITE ADDRESS:	Parcel ID# 27-37-27-51-*-224 Parcel ID# 27-37-27-51-*-242 Parcel ID# 27-37-27-51-*-240 Parcel ID# 27-37-27-51-*-238 Parcel ID# 27-37-27-51-*-236 Parcel ID# 27-37-27-51-*-234 Parcel ID# 27-37-27-51-*-245 Parcel ID# 27-37-27-51-*-243 Parcel ID# 27-37-27-51-*-241 Parcel ID# 27-37-27-51-*-239 Parcel ID# 27-37-27-51-*-237 Parcel ID# 27-37-27-51-*-235
OWNER:	GROVE LANE, LLC 719 PINETREE DR. INDIAN HARBOR BEACH, FL 32937
ENGINEER:	Robb & Taylor Engineering Solutions, Inc. C/O Robert F. Robb, P.E. 4685 Hidden Lakes Place Melbourne, FL 32934 (321) 302-2313
SURVEYOR:	HORIZON SURVEYORS 5445 MURRELL ROAD, STE 101 ROCKLEDGE, FL 32955 (321) 806-4171

GENERAL STATEMENT:

THE PROJECT INVOLVES 13 PARCELS. OF THE 13 PARCELS, 12 WILL BE SPLIT TO CREATE 24 TOWNHOME PARCELS (6 FOUR UNIT TOWNHOMES). THE UNITS FRONTING ON BABCOCK WILL BE BUILT WITH FRONT PORCHES AND REAR ENTRY GARAGES TO ELIMINATE DRIVEWAYS ON BABCOCK STREET. ALL UNITS ARE TWO STORY, SINGLE CAR GARAGE, WITH ONE ADDITIONAL PARKING SPACE IN THE DRIVEWAY.
WATER AND SEWER SERVICE WILL BE PROVIDED BY CITY OF MELBOURNE.

THE PARCEL IS IN ZONE "X" FLOOD PLAIN AS PER THE NATIONAL FLOOD INSURANCE PROGRAM. FLOOD INSURANCE RATE MAP #12009C 0601 H, DATED 1-29-21, COMMUNITY #120025, CITY OF MELBOURNE.

SEC-TOWNSHIP-RANGE: Section 27 Township 27 S, Range 37E

PROJECT AREA: 81,845 SF = 1.88 AC.

100 YEAR FLOOD PLAIN: Zone X
Community Number: 12009C Panel: 0520E COMMUNITY No. 120355
Date: 11/19/1997

ZONING: C1
FLU: GENERAL COMMERCIAL AND MIXED USE
LAND USE: MULTI-FAMILY
BUILDING FLOOR AREA: 4,360SF (1st FLOOR, INCLUDES GARAGE)
4,360SF (2nd FLOOR)
UNIT FLOOR AREA: 1,090 SF (1st FLOOR, INCLUDES GARAGE)
1,090 SF (2nd FLOOR)

NUMBER OF FLOORS: 2
NUMBER OF BUILDINGS: 6
NUMBER OF UNITS PER BUILDINGS: 4
TOTAL NUMBER OF UNITS: 24
BUILDING HEIGHT: 20'-0" BEARING HGT (28'-9" TO PEAK)
BUILDING COVERAGE: 26,154sf / 81,845sf = 35.6%
PROPOSED F.A.R.: (34,880/43560) / 1.88 AC. = 0.426

REQUIRED SETBACKS: C1
Front = 20 Feet
Rear = 25 Feet
Side Int. = 7.5 Feet
Side Corner = 20 Feet

PROJECT IMPERVIOUS/PERVIOUS AREAS :
OVERALL DEVELOPMENT AREA: 81,845 SF = 1.88 AC.

	SF	ACRE	%
BUILDINGS	26,154	0.60	31.9
PATIO	6,194	0.14	7.4
DRIVES AND WALKS	15,789	0.36	19.1
GREEN AREA	10,105	0.23	12.2
TOTAL AREAS	58,242	1.34	100%

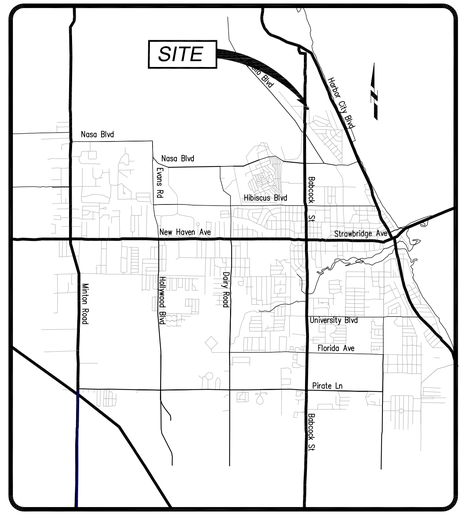
TOTAL IMPERVIOUS AREA = 58,242sf = 71%
TOTAL PERVIOUS AREA = 23,603sf = 29%

PARKING CALCULATIONS

TOWNHOMES = 2 PARKING SPACES PER UNIT = 48 SPACES

TOTAL PARKING REQUIRED = 48 SPACES
TOTAL PARKING PROVIDED = 48 SPACES

LANDSCAPING SHALL MEET THE CITY OF MELBOURNE CODE REQUIREMENT.



LOCATION MAP

CERT of AUTH.# 28304

SITE PLAN
Sheet 3 OF 11
Scale 1" = 20'

Project: BABCOCK TOWNHOMES FLORIDA MELBOURNE

Date:
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Engineer of Record
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4685 HIDDEN LAKES PLACE
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Fax: (321) 622-4007
R&T Engineering Solutions
ROBB & TAYLOR

Council will convene as the Olde Eau Gallie Riverfront Community Redevelopment Agency for the following item:

Melbourne City Council
December 9, 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.24.

Subject:
Revised and Restated Interlocal Agreement between the City of Melbourne, Olde Eau Gallie Riverfront Community Redevelopment Agency, and Brevard County.

Background/Consideration:
This item is for the approval of the Revised and Restated Interlocal Agreement between the City of Melbourne, the Olde Eau Gallie Riverfront Community Redevelopment Agency (CRA), and Brevard County.

The current Interlocal Agreement (ILA) does not authorize a public-private partnership (P3) project, nor CRA funding for a P3 joint-use parking facility. Additionally, the current construction costs and financing have substantially changed since the approval of the 2021 Interlocal Agreement.

Since receiving City Council direction on July 8, 2025, to negotiate amendments to the Interlocal Agreement for the Eau Gallie CRA with Brevard County, staff from both entities have met, and City staff provided a draft amendment to the ILA to City Council and Brevard County in August 2025.

On November 18, 2025, the Brevard County Board of County Commissioners held a discussion regarding the proposed ILA. During the meeting, the Board considered providing direction to County staff to initiate negotiations with the City of Melbourne on the terms of the agreement. Following deliberation, the Board voted to table the item for further discussion at its next regular meeting, scheduled for December 2, 2025.

On November 25, 2025, City Council directed staff to continue negotiations with Brevard County to address the County Commission’s concerns, including the incorporation of sustainable green infrastructure elements into the project’s design. The Council also agreed to propose offering free parking for the first 15 years, followed by a 10-year period during which net garage revenue would be capped and restricted solely to maintenance. Additionally, City Council affirmed a CRA sunset date of 2033.

On November 26, 2025, City staff drafted and sent the County a redlined version of the Revised and

Restated Interlocal Agreement, incorporating the comments and concerns raised by both the County Commission and the City Council.

At the Brevard County Commission meeting on December 2, 2025, the Board instructed County staff to continue negotiations with the City on the Revised and Restated Interlocal Agreement. Staff members from both entities are currently coordinating a meeting to advance the negotiations and will present a final draft of the agreement for approval prior to the meeting.

Fiscal/Budget Impact:
N/A

Requested Action:

a. Approval of the Revised and Restated Interlocal Agreement between the City of Melbourne, the Olde Eau Gallie Riverfront Community Redevelopment Agency, and Brevard County, as endorsed by the Brevard County Board of County Commissioners.

   Council will reconvene for the remaining items.

b. Approval of the Revised and Restated Interlocal Agreement between the City of Melbourne, the Olde Eau Gallie Riverfront Community Redevelopment Agency, and Brevard County, as endorsed by the Brevard County Board of County Commissioners.

City of Melbourne

City Manager's Office
900 E. Strawbridge Avenue ◦ Melbourne, FL 32901 ◦ (321) 608-7200 ◦ Fax (321) 608-7219

November 26, 2025

Jim Liesenfelt, County Manager
Brevard County
2725 Judge Fran Jamieson Way, Bldg C
Viera, FL 32940

Re: Interlocal Agreement for the Olde Eau Gallie Riverfront Redevelopment Agency

Dear Mr. Liesenfelt,

After the November 18, 2025 Brevard County Board of County Commissioners' meeting, the City of Melbourne's City Council had a discussion item on their November 25, 2025 agenda regarding the terms of the proposed revised and restated interlocal agreement. The concerns expressed by the Board of Commissioners were discussed by City Council and staff was given direction on continued negotiations.

Attached is a redlined and clean versions of the draft revised and restated interlocal agreement based on City Council's direction. The revisions in the new version are:

1. **Section 4. Agency Termination Date.**

The sunset date as requested by the County Commissioners and agreed upon by City Council has been changed from 2038 to 2033. The City has found this new sunset date is financially feasible based on current savings and projected tax increment finance revenue. The redlined draft agreement indicates the date of 2033 and acknowledges additional approvals necessary by the City and County to formalize the new sunset date.

2. **Section 5. Eligible City & Agency Project – Parking Garage Project.**

Adjustment to Public Parking Requirement
The County Commissioners expressed concerns about the revisions to the original requirement of 90% of parking being public. The City is proposing to convert from a percentage of overall spaces to a stated minimum number of dedicated public parking spaces. The basis of the original agreement was that 90% of the originally proposed 300 parking spaces or 270 parking spaces were required to be public.

The draft agreement only had 250 parking spaces listed as being dedicated public parking spaces. City Council agreed to change the minimum number of dedicated parking spaces to 270 to meet the original intent. The redlined draft agreement reflects the 270 parking spaces.

Low Impact Development
Some County Commissioners expressed interest in incorporating low impact development design components into the garage project. City staff coordinated with Brevard County Natural Resources and it appears that green infrastructure design elements can be integrated into the design of the site. City Council agreed to incorporate reasonable green infrastructure design elements for the stormwater system for the parking garage project. The language has been added to the redlined version of the draft agreement.

3. **Section 9. Public Parking Spaces; Parking Revenue and Eligible Uses of Such Revenue.**

Term of Free Parking
The County Commissioners expressed the desire to maintain free public parking in the garage for 50 years, until the CRA sunsets, or potentially some compromise between five years and 50 years. The City is still concerned about the long-term maintenance and operational costs of the garage. City Council discussed the revised proposal of no parking charges for the first 15 years and limiting the amounts and uses of the net revenue to capture only garage maintenance obligations for an additional 10-year period. The intent was to have a 25-year timeframe of controlling/limiting parking fees. These changes are reflected in Section 9(a-c) of the redlined interlocal agreement draft.

Eligible Uses of Public Parking Fees and Enforcement Revenues
It was also discussed at the Board of Commissioners' meeting that there should be no fee differential (city residents vs. non-city residents) for any parking fees in the garage. A provision is included in Section 9(d) of the draft interlocal agreement to be modified to current county language. City Council had no objections to this provision.

The only changes in Section 9(d) are related to the provisions being proposed for the terms.

Rate Structure of Parking Management Plan
Additionally, the County Commissioners were interested in requiring any parking fees collected from paid parking to be dedicated solely to the maintenance and operation of the parking garage. The City is proposing that the parking rates be set to collect estimated annual revenues needed for estimated capital maintenance reserves and operations and maintenance for the parking garage for a period of 10 years. Section 9(c) of the draft interlocal states that all funding will be utilized for the capital and annual operational/maintenance costs of the garage during this 10-year period. After the 15-year period of free parking and 10-year period of cost-restricted paid parking, the City would not be restricted in its paid parking charges, except for the uniformity requirement.

In Summary

Melbourne's City Council requests for the Brevard County Board of Commissioners to consider the proposed revised and restated interlocal agreement and to delegate Commissioner Altman and staff to finalize the negotiations.

As previously discussed, please provide this letter along with the redlined and clean versions of the draft agreement and revised agreement to the Commissioners for their consideration.

Some of the City's elected officials along with the City Manager and City Attorney will be at your December 2, 2025 meeting to present the City's proposed agreement.

Respectfully,

Jenni Lamb
City Manager

cc: Tad Calkins, Deputy County Manager
Morris Richardson, County Attorney
Adam Conley, City Attorney

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

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~~ be revised to no later than September 30, ~~2038~~2033. The COUNTY shall adopt a supplemental resolution, and the CITY shall adopt an ordinance, revising the termination date of the AGENCY to September 30, 2033.

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, 2033~~8~~, 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~~2033.

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~~ seventy (~~250~~270) dedicated public parking spaces. The CITY and AGENCY agree to incorporate reasonable green infrastructure design elements for the stormwater system for the Parking Garage Project for either method of development described in Section 6 below. 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~~ seventy (~~250~~270) 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.

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)~~$10.5 million 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 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~~ charges (i.e. hourly, daily, etc.) ~~until such time as a parking management plan is adopted by City Council for Downtown Eau Gallie~~for a period of fifteen (15) years after the Project is completed. Notwithstanding this provision for public parking with no term ~~fees~~charges, the CITY and AGENCY are authorized to adopt and enforce 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~~end of the fifteen (15) year term 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~~ is authorized to adopt and enforce term ~~fees~~ charges (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~~ For a term of ten (10) years after adopting term parking rates as described in Section 9(a) above, the CITY and AGENCY agree that all net revenues (after enforcement and administrative costs) ~~collected based on public parking management programs of the Project described in subsections (a) and~~of paid parking charges from Section 9 (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.

   At the conclusion of the ten (10) year term described above, the CITY shall not be restricted in the uses of revenue from paid public parking spaces of 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~~term parking rates will [COUNTY language for uniform rates, etc.] ~~and~~ During the initial ten (10) year term described in Section 9(c) above, the CITY and AGENCY 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~~ seventy (~~250~~270) parking spaces are dedicated as public parking for a period of fifty (50) years from the date the restrictive covenant is recorded;

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~~ seventy (~~250~~270) 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.

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]

Melbourne City Council
December 9, 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:	Yes
Item Number:	C.25.

Subject:
P3 Unsolicited Detailed Proposal (Revised): Melbourne Hospitality Holdings, LLC – First Public Hearing

Background/Consideration:
This is a first public hearing to consider a revised P3 Unsolicited Proposal presented by Melbourne Hospitality Holdings, LLC. This item requires Council approval and direction for staff to proceed with further negotiation and preparation of the P3 Comprehensive Agreement between the City of Melbourne and Melbourne Hospitality Holdings, LLC (MHH).

At the October 28, 2025 meeting, the City Council held the first public hearing on Melbourne Hospitality Holdings' (MHH) unsolicited detailed proposal and directed staff to begin preparing the P3 Comprehensive Agreement. Since then, MHH revised their proposal, adding a dry retention pond at the northeast corner of the proposed parking garage on the City property, specifically parcel IDs 27-37-16-25-3-16 and a portion of 27-37-16-25-*-R-.01, not included in the original proposal. This change is considered a material modification to the original proposal, requiring a new first public hearing under Section 20-340 of the Melbourne City Code.

The addition of the dry retention pond will eliminate eight (8) public parking spaces currently used by the Eau Gallie Civic Center (EGCC), which is part of the 85 existing spaces in the surface lot. While the proposed parking garage will add approximately 300 parking spaces, it will yield 215 net, new spaces overall. The placement of the pond will also further affect loading access to the Civic Center, however, MHH has proposed two alternative loading areas to address the loss of the loading area that was proposed on the newly included City parcel. Alternatives include covered parking/loading areas in the garage and a dedicated loading zone on Highland Avenue, eliminating two on-street parking spaces. MHH also proposes sheltered pathways to the side entry of the EGCC. Additionally, as proposed by the new stormwater plans, stormwater for both the garage and hotel properties will be co-mingled into one stormwater system. It is important to note that while MHH has submitted stormwater plans to St. Johns River Water Management District to begin the permitting process, this does not indicate full approval by the City on the design and layout.

The project terms previously reviewed by City Council were based upon an approximately one-acre footprint. The revised plan increases the footprint by approximately 20% and proposes a stormwater collection and treatment system that co-mingles the stormwater of the hotel and the garage into one system. Due to these changes, several of the project terms will need to be amended. Below are

proposed changes that staff would recommend being further negotiated and drafted into the terms of the P3 Comprehensive Agreement. The staff memo has the full list of terms that were previously approved by council at the October 28, 2025 Regular City Council Meeting.

- ~~Annual costs related to maintenance or repairs for stormwater facilities for the parking garage only, will be shared proportionally between City and MHH at a 55% to 45% ratio based upon the split of parking spaces if the stormwater treatment is separated. The stormwater maintenance or repair costs for any "combined hotel/city" stormwater treatment or a "separated hotel only" stormwater treatment facility on the City parcel shall be the responsibility of MHH. All stormwater maintenance responsibilities shall be reviewed and approved by the City Engineer. MHH has the right to change the stormwater management design/location after further investigation of all options that are permittable under both City of Melbourne and St. Johns Water Management District. The final design of all stormwater facilities will be subject to review and approval of the City Engineer.~~ The proposed/revised stormwater design combines stormwater treatment for the City garage parcel and the hotel parcel, into one treatment system and includes a dry retention pond, stormwater vaults and a stormwater conveyance system. MHH shall be responsible for all maintenance, repairs and capital costs related to the entire stormwater system for both the garage and hotel properties. The final design of the stormwater system shall be acceptable to the City Engineer.

- Due to the additional City land proposed to be utilized for stormwater, payment of an annual lease in the amount of $25,000 with a CPI increase factor included, beginning five (5) years after a Certificate of Occupancy is issued for the garage.

- Capital costs for long-term maintenance and major repairs, including any capital project expense exceeding ~~$5,000~~$10,000 with a CPI increase factor, shall be shared proportionally between the City and MHH, based upon the proportional share of designated parking spaces. This is an increase from the previously proposed $5,000.

- Loading access will be provided for the Eau Gallie Civic Center through the following alternatives: a designated loading area in the first level of the garage with a covered sidewalk accessing the side entrance of the EGCC and a designated, on-street loading area on Highland Avenue with a covered sidewalk accessing the side entrance of the EGCC, in a ~~between the building and garage within an area and~~ design that is acceptable to the City.

- The design for the garage and hotel will incorporate green infrastructure elements in accordance with the Interlocal Agreement requirements, to be determined and acceptable to the City.

- ~~Stormwater for impervious areas on City land will be provided in underground vaults. If MHH determines the need to utilize the City lot for underground storage for the hotel, it will also occur in underground vaults.~~

The next step in the P3 process will be the drafting of all agreements and a second public hearing. Prior to consideration of the P3 Agreement, a revised Interlocal Agreement between the City, Olde Eau Gallie Riverfront CRA and Brevard County must be approved.

Fiscal/Budget Impact:
No fiscal impact related to this item; however, potential fiscal impacts may result if the City and CRA enter into a P3 comprehensive agreement at a future meeting of City Council.

Requested Action:
Direction to proceed with further negotiation of the proposed terms and preparation of the P3 Comprehensive Agreement, in accordance with Section 255.065 of the Florida Statutes, with Melbourne Hospitality Holdings, LLC.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Robert McKinzie, Economic Development Manager

Re: P3 Unsolicited Detailed Proposal: Melbourne Hospitality Holdings, LLC – First Public Hearing (Rehearing)

Date: December 3, 2025

At the October 28, 2025, Regular Council Meeting, the City Council held the first public hearing, reviewed the unsolicited detailed proposal from Melbourne Hospitality Holdings (MHH), and directed staff to proceed with the preparation of the P3 Comprehensive Agreement. Since that meeting, MHH has revised their proposed site plan, incorporating a new drainage and stormwater design. On November 13, MHH submitted a preliminary site plan outlining their updated stormwater plans. Notably, MHH is now proposing a dry retention pond at the northeast corner of the proposed parking garage, located on a city parcel (specifically parcel IDs 27-37-16-25-3-16 and a portion of 27-37-16-25-*-R-.01) that was not included in the original proposal. Staff has determined that this change constitutes a material modification, necessitating a new first public hearing. This hearing is being held in accordance with Section 20-340 of the Melbourne City Code and will be followed by a second public hearing and subsequent consideration of approval for all related development agreements.

The proposed location of the dry retention pond will result in the loss of surface area currently used for parking by the Eau Gallie Civic Center (EGCC), eliminating eight (8) parking spaces. The Civic Center's surface lot currently contains a total of eighty-five (85) spaces. While the proposed garage will add approximately 300 parking spaces, there will be a net increase of two-hundred fifteen (215) new spaces for the city. The placement of the retention pond will also impact loading access to the Civic Center. In response, MHH has proposed two alternatives to ensure continued loading access for staff and event renters. This will include covered parking /loading in the garage and a dedicated loading area on Highland Avenue, with both areas accessing a sheltered sidewalk to the side entry of EGCC. Two on-street parking spaces will be removed to provide the dedicated loading zone. Additionally, as proposed by the new stormwater plans, stormwater for both the garage and hotel properties will be co-mingled into one

stormwater system. It is important to note that while MHH has submitted stormwater plans to St. Johns River Water Management District to begin the permitting process, this does not indicate full approval by the City on the design and layout.

Background

On June 11, 2024, City Council provided approval of an unsolicited conceptual proposal from Melbourne Hospitality Holdings, LLC (MHH) and requested that MHH submit an unsolicited detailed proposal for substantive review by the City. The proposal is to construct a joint-use parking facility providing for 542 ± parking spaces on City-owned land, located at 1551 Highland Avenue. The proposal provides both public parking and sufficient parking as required by City Code for a full-service hotel, which is proposed to be developed on a privately-owned parcel to the south, located at 1463 Highland Avenue.

An unsolicited detailed proposal from MHH was accepted by City staff on October 23, 2024, contingent upon MHH providing additional information that was necessary for the City to complete substantive review. Primarily, the developer needed to provide enough engineering and design detail of the proposed joint-use parking facility for City staff to verify the construction costs associated with the facility, and the reasonableness of MHH's request for financial support of the project.

The details necessary for the City to complete the substantive review process were provided on March 22, 2025. The City utilized two consulting teams to assist in the evaluation of the unsolicited detailed proposal. DRMP, Inc. was hired to evaluate the proposed constructability and related costs of the joint-use parking garage and Grow America[1] was hired to evaluate the reasonableness of the developer's request for financial incentives.

DRMP's structural and civil engineering team confirmed that the proposed parking facility is constructable and the cost estimate of $15 million provided by MHH is reasonable. Additionally, DRMP provided confirmation that $10.5 million is within the range of reasonable cost expectation if the City were to develop a stand-alone 300-space public parking facility as its own capital project.

Grow America has evaluated the financial pro forma for the hotel development inclusive of the structured parking costs, and Grow America determined that "but for" the incentives, the hotel project is not economically viable. Without incentives the hotel project would not likely attract lenders or investors to provide financing and equity for the project. Grow America's evaluation confirmed that there exists a need for incentives to make the project feasible, and that the incentives requested ($10.5 million and a ten-year ad valorem tax exemption) are reasonable, whereby the developers will receive acceptable return on investment. Importantly, the Grow America analysis also confirmed

[1] Grow America is the national non-profit formerly known as the National Development Council, which assists communities with economic and community development projects.

that the developers are not being unduly enriched or subsidized through the City's incentives.

On June 3, 2025, based on the findings of the two consultants, City staff completed its review including preliminary negotiations for the framework for a P3 comprehensive agreement with the developer.

At the July 8, 2025 City Council meeting, Council recommended approval of the conceptual framework of the unsolicited detailed proposal and authorized City staff to continue negotiations with MHH to bring the unsolicited detailed proposal to public hearing as contemplated by Section 20-340, City Code.

Unsolicited Detailed Proposal

Melbourne Hospitality Holdings is proposing to construct a 160-room full-service hotel on their adjacent 1.14-acre property (1463 Highland Ave). The proposed 89,000 sf ± hotel will be under a well-known hotel flag, and will have a number of amenities including: a pool; meeting rooms; a 7,000-sf banquet hall; and a rooftop restaurant.

The developer has indicated the proposed hotel project is only economically feasible through a proposed public-private partnership of a joint use free-standing structured parking garage on the City's adjacent property. Through a development agreement with the city, Melbourne Hospitality Holdings and its development partners are proposing to construct the proposed 542 ± space shared parking garage. The facility will contain approximately 300 public parking spaces, and approximately 242 dedicated parking spaces to satisfy City Code parking requirements for the hotel development. Private capital investment for the hotel and parking garage is estimated to be approximately $59.8 million.

As proposed by MHH, the City's contribution to the P3 project would include the use of the City land at 1551 Highland Avenue for the shared parking structure, 1560 Pineapple Avenue for the dry retention pond, and a financial contribution of $10.5 million toward the construction cost of the parking structure for public parking. Once constructed, the entire 542-space facility would be delivered for ownership to the City; however, the hotel would be provided legal rights to their spaces through a sub-agreement under the primary development agreement. The developer has agreed to operate and fund annual garage operating expenditures in lieu of an annual lease payment to the City.

In addition to the proposed joint parking facility, MHH's detailed proposal requested a ten-year City and County tax exemption on real property realized from the hotel investment. As the City only has control over the City's portion of the tax bill, City staff analyzed and negotiated an annual tax reimbursement grant to the developer reflecting the new City ad valorem taxes generated from the hotel development over a ten-year period totaling approximately $1,906,780.

The following provides a summary of the Unsolicited Detailed Proposal request and the terms as approved during the First Public Hearing, along with several changes related to the revised proposal submitted after the October 28 City Council meeting. These terms will be further negotiated where necessary and incorporated into a P3 Comprehensive Agreement[2], returning to City Council during a Second Public Hearing:

- The CRA will provide an incentive of $10.5 million toward the public portion of the joint-use public parking facility. Based upon the construction of 300 public parking spaces, the construction cost per parking space is $35,000.
    - **Note -** This is contingent upon successful re-negotiation of the Olde Eau Gallie CRA Interlocal Agreement with Brevard County. The current Interlocal Agreement limits the CRA financial contribution to the joint-use facility at $8.935 million

- MHH shall deliver the completed joint-use parking facility for City ownership after construction.

- The CRA shall provide payment disbursements of the $10.5 million public parking incentive, based upon specific construction performance benchmarks that will be agreed upon and detailed within the P3 Comprehensive Agreement.

- The City will provide a 10-year grant which will be a reimbursement of the portion of the City's real property taxes paid by the developer, which portion is attributed to the new hotel investment, less the base property value, with an annual not-to-exceed reimbursement amount of $190,678 per year over ten years, a total of $1,906,780 reimbursed over the course of the ten years.

- MHH will be responsible for paying any taxes attributable to the private use of the joint-use parking facility.

- The City will agree to a lease or license agreement for the use of the 242 ± spaces with MHH.

- In lieu of paying an annual fee for the lease/license of the 242 ± spaces, MHH will be responsible for the annual operating costs and management of the entire joint-use parking facility in perpetuity, which shall include minor repairs, utilities, cleaning, annual inspection, and security. This is an estimated benefit to the city spaces of approximately $105,000 annually.

- MHH understands that there may be some additional liability related to annual operating responsibilities, as operator of the facility and shall be required to maintain insurance as determined by the City.

[2] Per Sec 20-341 "Negotiation and approval of interim and comprehensive agreements" and F.S. 255.065

- Capital costs for long-term maintenance and major repairs, including any capital project expense exceeding ~~$5~~10,000 with a CPI increase factor, shall be shared proportionally between the City and MHH, based upon the proportional share of designated parking spaces.

- ~~Annual costs related to maintenance or repairs for stormwater facilities for the parking garage only, will be shared proportionally between City and MHH at a 55% to 45% ratio based upon the split of parking spaces if the stormwater treatment is separated. The stormwater maintenance or repair costs for any "combined hotel/city" stormwater treatment or a "separated hotel only" stormwater treatment facility on the City parcel shall be the responsibility of MHH. All stormwater maintenance responsibilities shall be reviewed and approved by the City Engineer. MHH has the right to change the stormwater management design/location after further investigation of all options that are permittable under both City of Melbourne and St. Johns Water Management District. The final design of all stormwater facilities will be subject to review and approval of the City Engineer.~~ The proposed/revised stormwater design combines stormwater treatment for the City garage parcel and the hotel parcel, into one treatment system and includes a dry retention pond, stormwater vaults and a stormwater conveyance system. MHH shall be responsible for all maintenance, repairs and capital costs related to the entire stormwater system for both the garage and hotel properties. The final design of the stormwater system shall be acceptable to the City Engineer.

- MHH and the City will execute agreements and easements necessary to locate and maintain stormwater facilities for the hotel use located upon City property, if necessary, with the City recovering any necessary operational or maintenance costs.

- MHH and the City will agree to a parking management method that ensures that hotel guests are required to park in the code-required designated hotel parking spaces and are not parking within the public parking section of the joint use facility, and that the general public is not parking within the hotel's designated parking section, along with prohibiting overnight public parking within the garage. This will occur through the installation of an entry station on the first floor and at the transition to the hotel parking spaces, including a hotel nesting entry to monitor parking.

- As an additional public benefit of the hotel development, MHH will provide and maintain in perpetuity, streetscape enhancements on Highland Avenue, Bud Yeager, and Pineapple Avenue within the limits of the development.

- Joint-use Parking Garage site design and details:

    - Seven level, pre-cast concrete structure with 542 parking spaces, including all infrastructure necessary for technology related to security, parking management, etc.
    - Vehicular access provided from Highland Avenue and Pineapple Avenue.
    - Pedestrian access provided by 2 open stairwells and 2 elevators.
  - Loading access will be provided for the Eau Gallie Civic Center through the following alternatives: a designated loading area in the first level of the garage with a covered sidewalk accessing the side entrance of the EGCC and a designated, on-street loading area on Highland Avenue with a covered sidewalk accessing the side entrance of the EGCC, in a ~~between the building and garage within an area and~~ design that is acceptable to the City.
    - ~~Stormwater for impervious area on the city land will be provided in underground vaults. If MHH determines the need to utilize the city lot for underground storage for the hotel, it will also occur in underground vaults.~~
    - At this time, the conceptual design of the site for the Civic Center loading area and the proposed hotel loading area are not well defined and the City is not in full agreement with the conceptual design of the two areas. Further negotiation and design work will need to occur and be fully defined within the P3 Comprehensive Agreement.
    - The design for the garage and hotel will incorporate green infrastructure elements in accordance with the ILA requirements, to be determined and acceptable to the City.

- Due to the additional City land proposed to be utilized for stormwater, payment of an annual lease in the amount of $25,000 with a CPI increase factor included, beginning five (5) years after a Certificate of Occupancy is issued for the garage.

- Proposed Timeline – dependent upon final City approval and ILA amendment:
  - City and other agency construction plans and permitting completed by May 2026.
  - MHH procurement completed by August 2026.
  - Joint-use parking garage to begin construction in May 2026 and be completed in February 2027.
  - Hotel to begin construction in May 2026 and be completed in March 2028.

Public Hearings, Interlocal and Development Agreement Approvals

Consideration of this item is in accordance with Section 20-340, City Code, “the city shall hold a duly noticed public meeting at which the revised unsolicited detailed proposal is presented and affected public entities and members of the public will be able to provide comment on the unsolicited proposal.” Prior to holding the Second Public Hearing, the revised Interlocal Agreement will need to be approved by the City. Olde Eau Gallie CRA, and Brevard County. Additionally, finalization of the terms and drafting of all development agreements will need to occur.

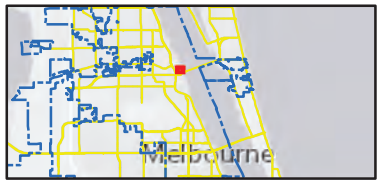
Once the P3 Comprehensive Agreement is drafted, the City will hold a second duly noticed public hearing to establish that the unsolicited detailed proposal is a qualifying project and is in the public interest of the City as specifically outlined in Section 20-341, City Code, along with approval of all necessary development agreements. Affirming the unsolicited detailed proposal is a qualifying project that is in the public interest during the second public hearing, is also a requirement within Florida Statutes.

Recommendation

Direction to proceed with the preparation of the P3 Comprehensive Agreement, in accordance with Section 255.065 of the Florida Statutes, with Melbourne Hospitality Holdings, LLC, incorporating the proposed changes to the terms and further negotiations as outlined in the staff memorandum. (as Olde Eau Gallie Riverfront CRA)

P3 LOCATION MAP

mGIS | City of Melbourne The Harbor City



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

160 0 160
Feet
1 inch = 169 feet

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Title: P3 LOCATION MAP
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/18/2025 4:53:53 PM
Document Name: P3 LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\P3 LOCATION Map.mxd

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Plotted By:Yorlo, Cole Sheet Set:Kha Layout:Layout1 November 21, 2025 01:26:11pm K:\RB_LDEV\BREVARD\047812005 – Melbourne Hotel (Eau Gallie)\CAD\PlanSheets\xSSM-Template-047812005.dwg
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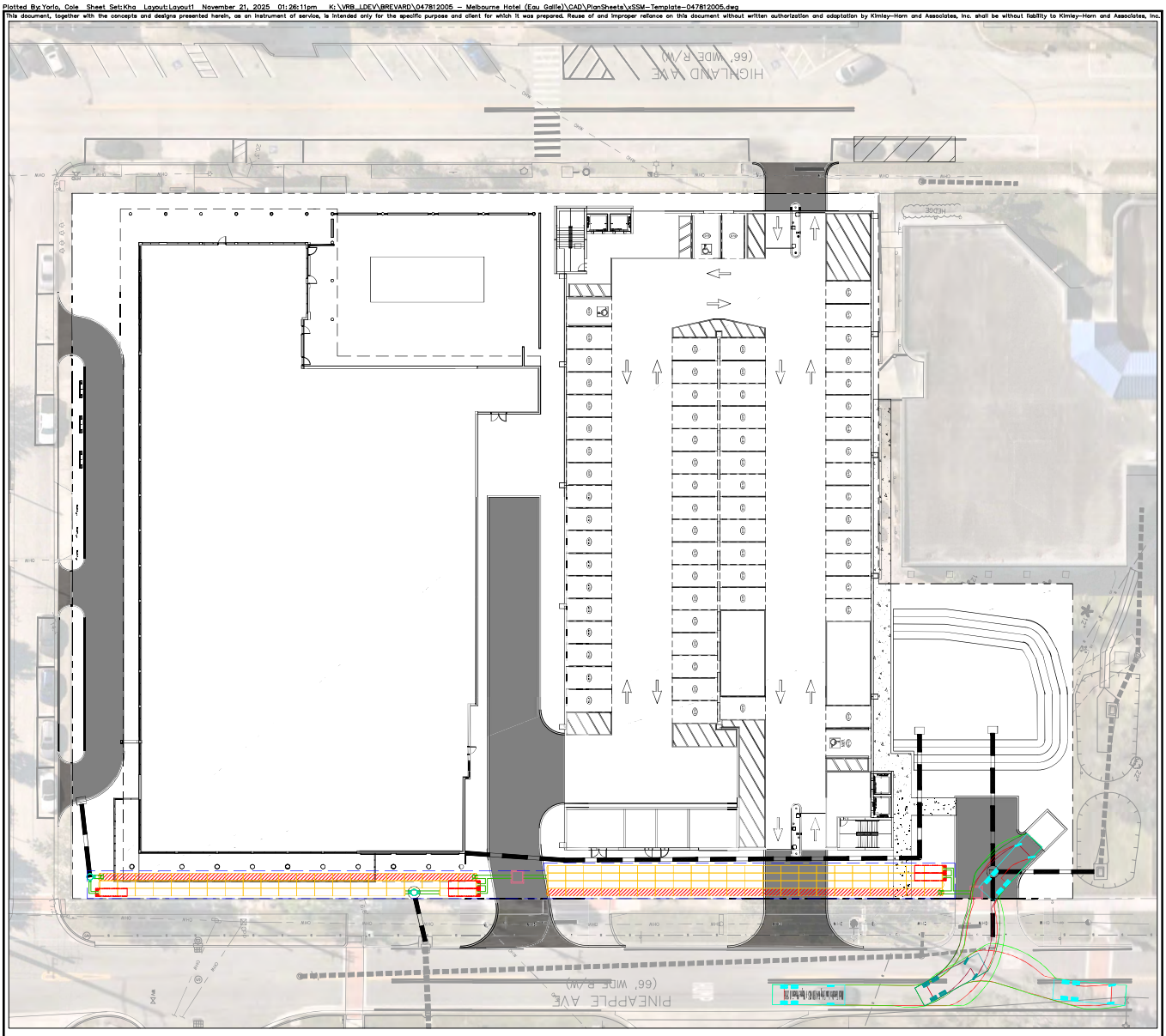

PROJECT NAME
PREPARED FOR
CLIENT
MUNICIPALITY STATE

SHEET NUMBER

2436 SIDE PLAN

KHA PROJECT
PROJ #
DATE
DATE
SCALE AS SHOWN
DESIGNED BY CO
DRAWN BY CY
CHECKED BY KH

Kimley»Horn
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No.	REVISIONS	DATE	BY

City of Melbourne

EAU GALLIE PARKING GARAGE

Draft Terms & Conditions

Presented By

Melbourne Hospitality Holdings, LLC

MELBOURNE HOSPITALITY HOLDINGS, LLC

UNSOLICITED PROPOSAL FOR THE CONSTRUCTION OF THE EAU GALLIE PARKING GARAGE

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MELBOURNE HOSPITALITY HOLDINGS, LLC

UNSOLICITED PROPOSAL FOR THE CONSTRUCTION OF THE EAU GALLIE PARKING GARAGE

BACKGROUND:

The City and Olde Eau Gallie Riverfront CRA (Community Redevelopment Agency) have been exploring opportunities to increase the supply of public parking for several years in the CRA. The need for additional public parking is due to the increased private investment and activity that has successfully occurred over these years. These discussions have also led the city to work with Brevard County regarding the future funding of a public parking garage through an Interlocal Agreement.

On June 11, 2024, City Council provided approval of an unsolicited conceptual proposal from Melbourne Hospitality Holdings, LLC (MHH) and requested that MHH submit an unsolicited detailed proposal, for substantive review by the city. The proposal is to construct a joint-use parking facility providing for 542 ± parking spaces on City-owned land, located at 1551 Highland Avenue, adjacent to the Eau Gallie Civic Center. The proposal provides both public parking and sufficient parking as required by City Code for a full-service hotel, which is proposed to be developed on a privately-owned parcel to the south, located at 1463 Highland Avenue.

On June 8, 2025, City Council approved the conceptual framework of an unsolicited detailed proposal for a joint-use parking facility providing for 542 parking spaces on City owned land at 1551 Highland Avenue, adjacent to the Eau Gallie Civic Center with MHH, with authorization to bring the proposal to public hearing.

On June 3, 2025, based on the findings of the two consultants, City staff completed its review including preliminary negotiations for the framework for a P3 comprehensive agreement with the developer.

PROJECT DEVELOPER EXPERIENCE:

Developer Qualifications and Experience:
Prime Group's vertically integrated approach unifies multiple Real Estate disciplines under a single roof sharing a multifaceted vision of improved, sustainable real estate development utilizing our diverse strengths, strategic affiliates, and talented in-house professionals. Our results are a robust portfolio of retail centers, offices, mixed-use developments, hotels, resorts, restaurants, and residential single and multi-family communities; each supported and sustained through technology, planning, and experienced skilled personnel.

We are a privately owned company with the agility and strength to leverage unique opportunities. With growth as a measure of our success, Prime Group's core affiliates shift and share resources to support our projects, processes, companies, and clients.

As a privately owned company, Prime Group has the agility and financial strength to capitalize on unique opportunities. With growth as a measure of success, our core affiliates collaborate seamlessly to provide the resources and expertise needed to support every stage of development, management, and long-term operations.

With over 30 years of experience, Prime Group—working in partnership with Shaner Hotel Holdings—has successfully developed and managed a diverse portfolio of properties nationwide. Our projects not only drive economic growth but also foster inclusive development, creating job opportunities and enhancing community infrastructure.

Prime Group began as a residential real estate development company and has since expanded into retail, hospitality, mixed-use development and management services. Our hospitality division has been one of our fastest-growing sectors, particularly in the Southeastern U.S., where we have delivered award-winning, flagship hotels like the following.

Select Projects:

- **Art Ovation Marriott Autograph Collection – Sarasota, FL**
  A full-service, 8-story hotel with 164 guest rooms and 300 parking spaces in a city-owned joint-use garage. Features include a signature restaurant on the main floor and a rooftop pool and bar offering panoramic Gulf Coast sunsets.
- **Hilton Miami Aventura – Aventura, FL**
  A 12-story, 120-foot-tall, full-service hotel with structured parking and 192 guest rooms. Amenities include 8,000 square feet of restaurant space and 10,000 square feet of meeting space on the ground floor. Levels 2 through 6 are dedicated to parking, while guest rooms occupy floors 7 through 12.

Prime Group is invested in the long-term success of each hotel project it builds. Not only do they act as the developer but also owner and operator of Marriott and Hilton branded hotels. This commitment ensures innovation, consistency, and enduring value for the communities we serve. We look forward to investing in the city Melbourne and brining a first-class hotel experience to your beautiful community.

Description of the Project:

Melbourne Hospitality Holdings (MHH) is proposing to construct a 160-room, full-service hotel on its adjacent 1.14-acre property at 1463 Highland Avenue. The ±89,000-square-foot hotel, operating under an internationally recognized hotel brand, will feature a pool, meeting rooms, a 7,000-square-foot banquet hall, and a rooftop restaurant.

The hotel project is only economically feasible through a proposed public-private partnership (P3) of a joint-use, free-standing parking structure on the City's adjacent property (1551 Highland Avenue). Under a development agreement with the city, Melbourne Hospitality Holdings and its development partners would construct a ±542-space shared parking garage, with approximately 300 public parking spaces and 242 private spaces meeting City Code parking requirements for the hotel.

As proposed, the City's contribution to the P3 project would include:

- Use of the City-owned land at 1551 Highland Avenue for the parking structure.
- A $10.5 million financial contribution toward construction costs for the public parking spaces.

Upon completion, the entire parking facility would be conveyed to City ownership, with the hotel retaining legal rights to its 242 spaces under a sub-agreement to the primary development agreement. In lieu of an annual lease payment, the developer would operate and cover annual operating expenses for the garage.

Additionally, MHH has requested a ten-year City and County property tax exemption on the hotel investment. As the City can only address its portion of the property tax bill, City staff evaluated and negotiated an annual tax reimbursement grant to the developer equal to the new City ad valorem taxes generated by the hotel over a ten-year period.

Parking garage elements:

Structured Parking Concept Key Points:

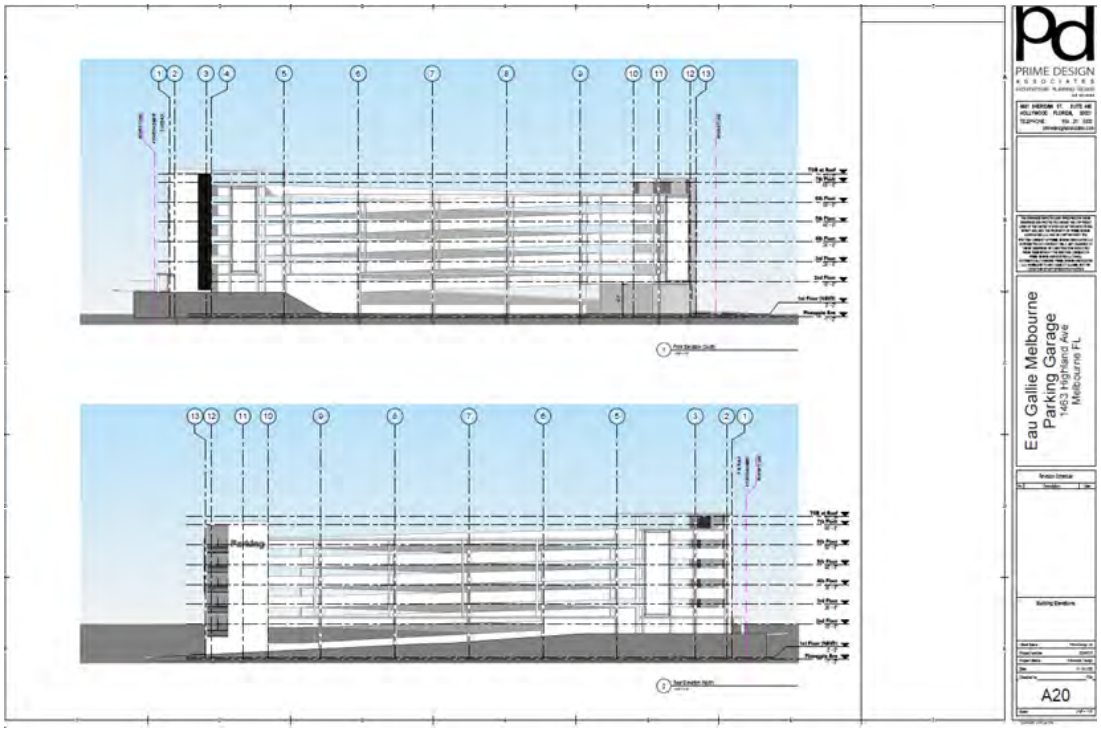
- Precast concrete 7-level parking structure between Highland Ave. and Pineapple Ave. measures approximately 260' from east to west, and 123' from North to South, with approximately 31,281 square feet per level, providing a total of 542 parking spaces.
- Dimensions of parking spaces and driveway widths as per the conceptual plans.
- Vehicular access is provided via Highland Ave. and Pineapple Ave.
- Includes approximately twenty (20) Accessible/ADA spaces, and 522 standard stalls.
- Pedestrian access to Eau Gallie parking garage via two (2) separate open stairwells and two (2) elevators, on the NE or SW corner of the parking garage.
- Relocation of existing on-site utilities
- Loading access to the Eau Gallie Civic Center to be provided along the northern end of the garage running east to west parallel to the civic center.
- Details of stormwater management proposed under garage is currently designed as a underground dry retention vault system to be installed under the parking with total volume of 19,884 CF. Ongoing maintenance requires annual inspections and the tanks to be cleaned very 1 to 3 years or as needed based on inspection results. (MHH has the right to change the stormwater management design after further investigation of all options that are permittable under both City of Melbourne and St. Johns Water Management District)
- In lieu of a parking lease annual cost, operating and maintenance for the entire garage to be provided by MHH.

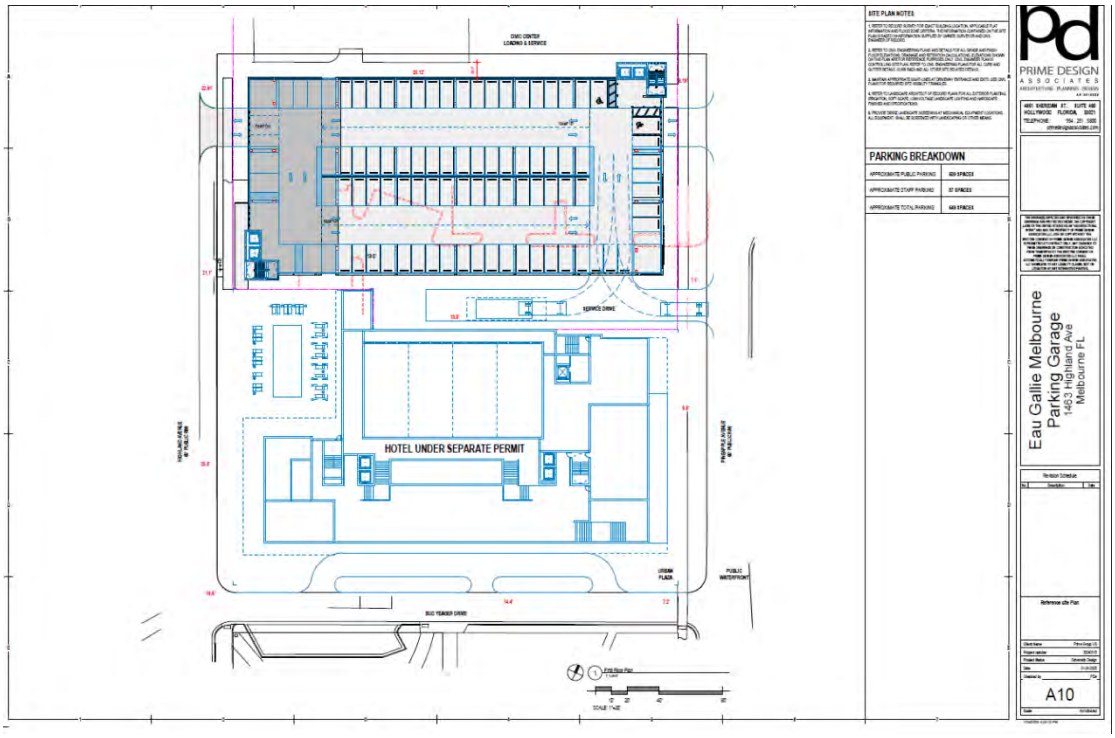
Parking Management:

- Entry station will be installed in facility entrance lanes and again at a floor that delineate between public and hotel parking.
- Hotel nesting entry – allows for the management system to determine which vehicles are not parked in the proper designated area allowing the management to easily ensure hotel parking and public parking are separated as designed. The nesting entry system will be placed to access the top floors of the 242 hotel stalls.
- Direct drive barrier gate provides extra sensory safety feature, selectable "Auto-Up" safety feature when loss of power.

CONCEPTUAL DESIGN:

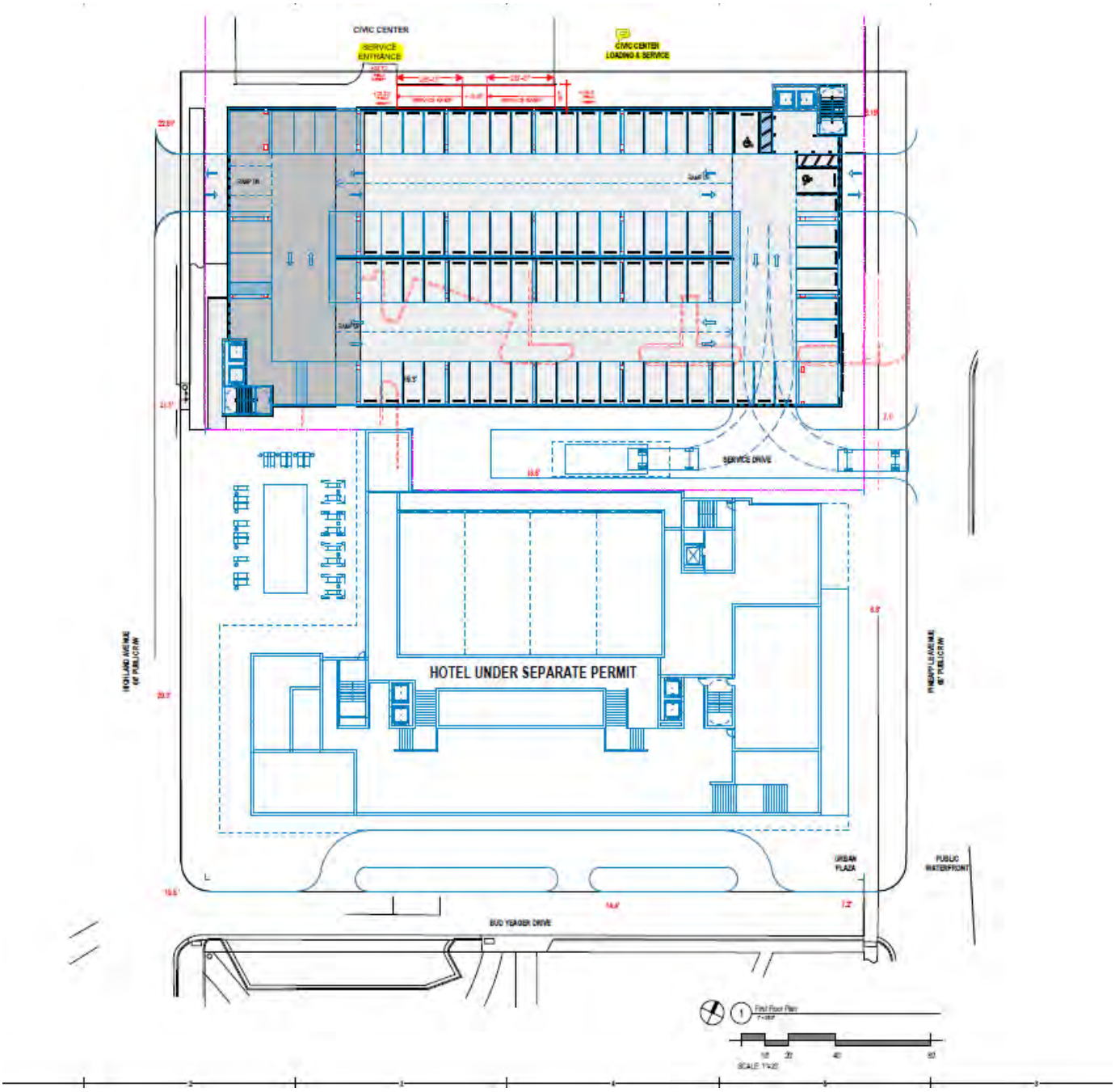
The conceptual design for the Eau Gallie Parking Structure and the conceptual data which is attached hereto:





Overlay of the hotel and parking structure over the current topography to show relationship to the civic center and area where the development will occur.

Civic Center loading will run east to west along the southern end of the civic center between the parking structure and civic center as shown below.



EAU GALLIE PARKING GARAGE PUBLIC PRIVATE PARTNERSHIP PROPOSED TERMS:

More specifically, the following draft terms are proposed by MHH and will be included within the P3 Agreement and considered during the second City Council Public Hearing:

- The CRA will provide an incentive of $10.5 million toward the public portion of the joint-use public parking facility.
    - Note - This is contingent upon successful re-negotiation of the Olde Eau Gallie CRA Interlocal Agreement with Brevard County. The current Interlocal Agreement limits the CRA financial contribution to the joint-use facility at $8.935 million

- MHH shall deliver the completed joint-use parking facility for City ownership after construction.

- The CRA shall provide payment disbursements of the $10.5 million public parking incentive, based upon specific construction performance benchmarks, but not more than monthly as more specifically outlined below. .

- The City will provide a ten-year grant which will be a reimbursement of the portion of the City's real property taxes paid by the developer, which portion is attributed to the new hotel investment, less the base property value. This has an estimated value of $1,900,000.

- MHH will be responsible for paying any taxes attributable to the private use of the joint-use parking facility.

- The City will agree to a lease or license agreement for the use of the 242 ± spaces with MHH.

- In lieu of paying an annual fee for the use of the 242 ± spaces, MHH will be responsible for the annual operating costs and management of the entire joint use parking facility, which shall include minor repairs, utilities, cleaning, annual inspection, and security.

- MHH understands that there may be some additional liability related to annual operating responsibilities, as operator of the facility and shall be required to maintain insurance as determined by the City.

- Capital costs for long-term maintenance and major repairs, including any capital project expense exceeding $5,000, shall be shared proportionally between the City and MHH, based upon the proportional share of designated parking spaces.

- Annual costs related to maintenance or repairs for stormwater facilities

for the parking garage are estimated at an annual maintenance cost of $16,000. (MHH has the right to change the stormwater management design after further investigation of all options that are permittable under both City of Melbourne and St. Johns Water Management District).

- MHH and the City will execute agreements and easements necessary to locate and maintain stormwater facilities for the hotel use located upon City property.

- MHH and the City will agree to a parking management method that ensures that hotel guests are required to park in the code provided hotel parking spaces and are not parking within the public parking section of the joint use facility, and that the general public is not parking within the hotel's designated parking section, along with prohibiting overnight parking within the garage.

- As an additional public benefit of the hotel development, MHH will provide streetscape enhancements on Highland Avenue, Bud Yeager, and Pineapple Avenue within the limits of the development.

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ECONOMIC REVIEW:

The city completed two substantive review processes with outside consultants to assist in the evaluation of the unsolicited detailed proposal. DRMP, Inc. was hired to evaluate the proposed constructability and related costs of the joint-use parking garage and Grow America was hired to evaluate the reasonableness of the developer's request for financial incentives.

MHH proposes to construct the 542-space joint use parking facility for $18,693,258. DRMP's structural and civil engineering team confirmed that the proposed parking facility is constructable and the cost estimate of $18,693,258 provided by MHH is reasonable. Additionally, DRMP provided confirmation that the requested $10.5 million is within the range of reasonable cost expectation if the city were to develop a stand-alone 300-space public parking facility as its own capital project.

Grow America evaluated the financial pro forma for the hotel development inclusive of the structured parking costs, and Grow America determined that "but for" the requested incentives, the hotel project is not economically viable. Without incentives, the hotel project would not likely attract lenders or investors to provide financing and equity for the project. Grow America's evaluation confirmed that there exists a need for incentives to make the project feasible, and that the incentives requested ($10.5 million and a ten year ad valorem tax exemption) are reasonable, whereby the developers will receive acceptable return on investment. Importantly, the Grow America analysis also confirmed that the developers are not being unduly enriched or subsidized through the City's incentives.

Hotel and Parking Garage – Sub-Budget, Build Cost Summary, and Preliminary Hotel Pro-Forma:

3/21/2025

Melbourne Parking Building - Preliminary Sub-Budget

PARKING BUILDING FLOORS: 6
TOTAL AREA SF: 195,000
PARKING COUNT: 542
ELEVATORS: 2

Rev 1

Description	Total $/CAR	Total $/GASF	TOTAL COST
DIVISION 1 - GENERAL REQUIREMENTS	$1,349	$3.75	$731,250
DIVISION 2 - EXISTING CONDITIONS	$1,158	$3.22	$627,412
SUBTOTAL - GENERAL CONDITIONS	**$2,507**	**6.97**	**$1,358,662**
DIVISION 3 - CONCRETE	$13,613	$37.84	$7,378,385
DIVISION 4 - MASONRY	$587	$1.63	$317,957
DIVISION 5 - METALS	$1,604	$4.46	$869,264
DIVISION 6 - WOOD & PLASTICS	$72	$0.20	$39,000
DIVISION 7 - THERMAL & MOISTURE PROTECTION	$606	$1.68	$328,288
DIVISION 8 - DOORS & WINDOWS	$167	$0.46	$90,560
DIVISION 9 - FINISHES	$585	$1.63	$317,230
DIVISION 10 - SPECIALTIES	$179	$0.50	$96,796
DIVISION 11 - EQUIPMENT	$195	$0.54	$105,431
DIVISION 12 - FURNISHINGS	$0	$0.00	$0
DIVISION 13 - SPECIAL CONSTRUCTION	$0	$0.00	$0
DIVISION 14 - CONVEYING SYSTEMS	$738	$2.05	$400,000
DIVISION 21 - FIRE PREVENTION	$899	$2.50	$487,500
DIVISION 22 - PLUMBING	$470	$1.31	$254,480
DIVISION 23 - HVAC + VENTILATION	$177	$0.49	$96,086
DIVISION 26- ELECTRICAL	$1,881	$5.23	$1,019,755
DIVISION 27 - COMMUNICATIONS	$149	$0.41	$80,661
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY	$100	$0.28	$54,224
SUBTOTAL - DIRECT COST	**$22,021**	**61.21**	**$11,935,618**
DIVISION 31 - EARTHWORK	$752	$2.09	$407,448
DIVISION 32- SURFACE IMPROVEMENTS	$480	$1.33	$260,176
DIVISION 33 - UTILITIES (INCLUDES STORM WATER STREATMENT SYSTEM)	$1,355	$0.69	$734,151
SUBTOTAL - EARTHWORK	**$2,586**	**4.11**	**$1,401,775**
CONTINGENCY	$1,230	3.42	$666,870
TOTAL COSTS (Hard Cost, General Conditions, & Land Development)	**$31,463**	**84.37**	**$15,362,924**

3/21/2025

Parking Garage Melbourne, FL
Build Cost Summary

Cost Category	Cost/Unit	Cost/GSF	Total Cost
Land Costs			
Land (or Asset) Acquisition		-	-
Total Land (or Asset Acquisition) Costs		-	-
Site Costs			
Land Development		7.79	1,401,775
Land Development Contigency	5.0% of Land Development	0.39	70,089
Total Site Costs			**1,471,864**
Direct Construction Costs			
Hard Costs		66.31	11,935,618
Structured Parking		-	-
Amenities		-	-
Direct Construction Costs Contingency	5.0% of Total DCC	3.32	596,781
Total Direct Construction Costs		**69.62**	**12,532,399**
Indirect Construction Costs			
General Conditions		7.55	1,358,662
Builder Fee		-	-
Design Consultants		2.83	509,496
Impact and Permit Fees		1.42	254,748
Insurance		0.86	153,993
Real Estate Taxes		0.08	15,244
Soft Cost Contingency	5.0% of Soft Costs	0.64	114,607
Developer Fee	5.0% of Total DCC	4.56	820,551
Pre-Opening Costs		-	-
Total Indirect Construction Costs		**17.93**	**3,227,301**
FF&E | OS&E			
FF&E		-	-
OS&E		-	-
Total FF&E | OS&E		-	-
Financing Costs			
Closing Costs		2.46	443,177
Loan Interests		5.66	1,018,517
Total Financing Costs		**8.12**	**1,461,694**
TOTAL PROJECT COSTS		**103.85**	**18,693,258**

PROJECT SPECIFICATIONS	
Total Gross Square Feet (GSF)	180,000
Parking (Garage/Structure)	535
Estimated Construction Time	
Total Construction Time (Months)	14 Months
Project Term (months)	18 Months
Project Term (years)	1.50 Years

Note: The information above is a preliminary estimate of costs and market conditions which are subject to change.
*Please see the following page for a sub-budget of Hard Cost, Land Development Cost, and General Conditions.

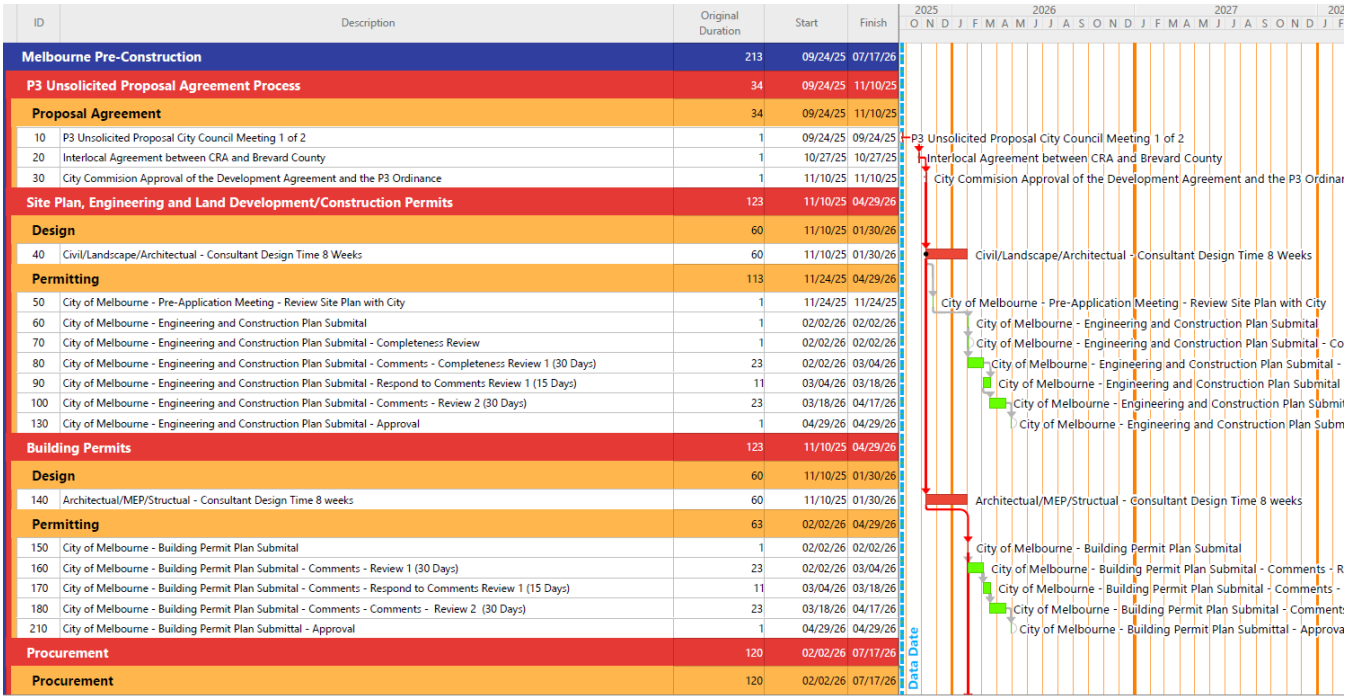
Lifestyle Hotel Melbourne Pro Forma

3/21/2025

Pro Forma	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
# of Rooms	160	160	160	160	160	160	160	160	160	160
Occupancy	69.43%	76.70%	79.68%	80.48%	80.80%	80.80%	80.80%	80.80%	80.80%	80.80%
ADR	180.63	197.40	210.94	215.16	219.46	223.85	228.33	232.89	237.55	242.30
RevPAR	125.42	151.41	168.08	173.16	177.33	180.88	184.49	188.18	191.95	195.79
Revenue										
Rooms	7,324,490	8,842,605	9,816,115	10,112,561	10,356,072	10,563,193	10,774,457	10,989,946	11,209,745	11,433,940
F&B	3,676,815	4,561,232	4,724,651	4,804,034	4,866,280	4,917,420	4,970,093	5,024,347	5,080,229	5,137,787
Other	470,374	528,486	558,511	573,969	586,475	596,991	607,822	618,979	630,470	642,306
Total Revenue	**11,471,680**	**13,932,323**	**15,099,277**	**15,490,564**	**15,808,827**	**16,077,604**	**16,352,373**	**16,633,273**	**16,920,444**	**17,214,033**
Departmental Expenses	4,393,847	5,364,102	5,707,415	5,835,888	5,939,291	6,025,942	6,114,738	6,205,732	6,298,982	6,394,546
Departmental Profit	**7,077,833**	**8,568,221**	**9,391,862**	**9,654,676**	**9,869,536**	**10,051,661**	**10,237,635**	**10,427,541**	**10,621,463**	**10,819,488**
A & G	860,376	1,044,924	1,132,446	1,161,792	1,185,662	1,205,820	1,226,428	1,247,495	1,269,033	1,291,052
Marketing	745,659	905,601	981,453	1,006,887	1,027,574	1,045,044	1,062,904	1,081,163	1,099,829	1,118,912
Franchise Fees	748,089	911,461	988,772	1,014,328	1,035,120	1,052,682	1,070,629	1,142,954	1,160,209	1,177,696
Utilites	344,150	417,970	452,978	464,717	474,265	482,328	490,571	498,998	507,613	516,421
Property Maintenance	458,867	557,293	603,971	619,623	632,353	643,104	654,095	665,331	676,818	688,561
Total Undistributed Expense	**3,157,141**	**3,837,249**	**4,159,620**	**4,267,347**	**4,354,974**	**4,428,978**	**4,504,628**	**4,635,942**	**4,713,502**	**4,792,643**
Gross Operating Profit	**3,920,691**	**4,730,972**	**5,232,242**	**5,387,329**	**5,514,562**	**5,622,683**	**5,733,008**	**5,791,599**	**5,907,961**	**6,026,845**
Property Tax	261,703	264,320	266,963	269,633	272,329	275,053	277,803	280,581	283,387	286,221
Insurance	295,454	298,409	301,393	304,407	307,451	310,526	313,631	316,767	319,935	323,134
Management Fees	344,150	417,970	452,978	464,717	474,265	482,328	490,571	498,998	507,613	516,421
Land Lease	-	-	-	-	-	-	-	-	-	-
Total Fixed Expense	**901,308**	**980,699**	**1,021,335**	**1,038,757**	**1,054,045**	**1,067,906**	**1,082,005**	**1,096,347**	**1,110,935**	**1,125,776**
NOI	**3,019,383**	**3,750,273**	**4,210,907**	**4,348,572**	**4,460,517**	**4,554,776**	**4,651,002**	**4,695,253**	**4,797,025**	**4,901,069**
Other Income (Non-Hotel)	-	-	-	-	-	-	-	-	-	-
NOI After Other Income	**3,019,383**	**3,750,273**	**4,210,907**	**4,348,572**	**4,460,517**	**4,554,776**	**4,651,002**	**4,695,253**	**4,797,025**	**4,901,069**
Less Debt Service	(2,490,681)	(2,490,681)	(2,488,259)	(2,488,259)	(2,488,259)	(2,488,259)	(2,931,453)	(2,931,453)	(2,931,453)	(2,931,453)
Refinance Loan Proceeds	-	-	7,325,207	-	-	-	-	-	-	-
Replacement Reserves	(458,867)	(557,293)	(603,971)	(619,623)	(632,353)	(643,104)	(654,095)	(665,331)	(676,818)	(688,561)
Cash Flow after Debt Service	**69,835**	**702,299**	**8,443,884**	**1,240,691**	**1,339,905**	**1,423,414**	**1,065,454**	**1,098,468**	**1,188,754**	**1,281,054**
Gross Sales Proceeds at 7.00% Cap	-	-	-	-	-	-	-	-	-	70,015,265
Less Transaction Costs	-	-	-	-	-	-	-	-	-	(1,400,305)
Less Debt Balance	-	-	-	-	-	-	-	-	-	(36,327,663)
Total Return	**69,835**	**702,299**	**8,443,884**	**1,240,691**	**1,339,905**	**1,423,414**	**1,065,454**	**1,098,468**	**1,188,754**	**33,568,351**
NOI %	26.32%	26.92%	27.89%	28.07%	28.22%	28.33%	28.44%	28.23%	28.35%	28.47%

Disclaimer: The foregoing financial information and project details are provided on a pro forma basis for illustrative purposes only. They are based on assumptions and estimates that are subject to change and do not constitute a guarantee of actual costs, performance, or results.

PROPOSED PROJECT TIMELINE:



ID	Description	Original Duration	Start	Finish
Melbourne Pre-Construction		213	09/24/25	07/17/26
P3 Unsolicited Proposal Agreement Process		34	09/24/25	11/10/25
Proposal Agreement		34	09/24/25	11/10/25
10	P3 Unsolicited Proposal City Council Meeting 1 of 2	1	09/24/25	09/24/25
20	Interlocal Agreement between CRA and Brevard County	1	10/27/25	10/27/25
30	City Commision Approval of the Development Agreement and the P3 Ordinance	1	11/10/25	11/10/25
Site Plan, Engineering and Land Development/Construction Permits		123	11/10/25	04/29/26
Design		60	11/10/25	01/30/26
40	Civil/Landscape/Architectual - Consultant Design Time 8 Weeks	60	11/10/25	01/30/26
Permitting		113	11/24/25	04/29/26
50	City of Melbourne - Pre-Application Meeting - Review Site Plan with City	1	11/24/25	11/24/25
60	City of Melbourne - Engineering and Construction Plan Submital	1	02/02/26	02/02/26
70	City of Melbourne - Engineering and Construction Plan Submital - Completeness Review	1	02/02/26	02/02/26
80	City of Melbourne - Engineering and Construction Plan Submital - Comments - Completeness Review 1 (30 Days)	23	02/02/26	03/04/26
90	City of Melbourne - Engineering and Construction Plan Submital - Respond to Comments Review 1 (15 Days)	11	03/04/26	03/18/26
100	City of Melbourne - Engineering and Construction Plan Submital - Comments - Review 2 (30 Days)	23	03/18/26	04/17/26
130	City of Melbourne - Engineering and Construction Plan Submital - Approval	1	04/29/26	04/29/26
Building Permits		123	11/10/25	04/29/26
Design		60	11/10/25	01/30/26
140	Architectual/MEP/Structual - Consultant Design Time 8 weeks	60	11/10/25	01/30/26
Permitting		63	02/02/26	04/29/26
150	City of Melbourne - Building Permit Plan Submital	1	02/02/26	02/02/26
160	City of Melbourne - Building Permit Plan Submital - Comments - Review 1 (30 Days)	23	02/02/26	03/04/26
170	City of Melbourne - Building Permit Plan Submital - Comments - Respond to Comments Review 1 (15 Days)	11	03/04/26	03/18/26
180	City of Melbourne - Building Permit Plan Submital - Comments - Comments - Review 2 (30 Days)	23	03/18/26	04/17/26
210	City of Melbourne - Building Permit Plan Submittal - Approval	1	04/29/26	04/29/26
Procurement		120	02/02/26	07/17/26
Procurement		120	02/02/26	07/17/26

Start Date: 09/24/25
Finish Date: 03/20/28
Data Date: 09/24/25
Run Date: 09/03/25
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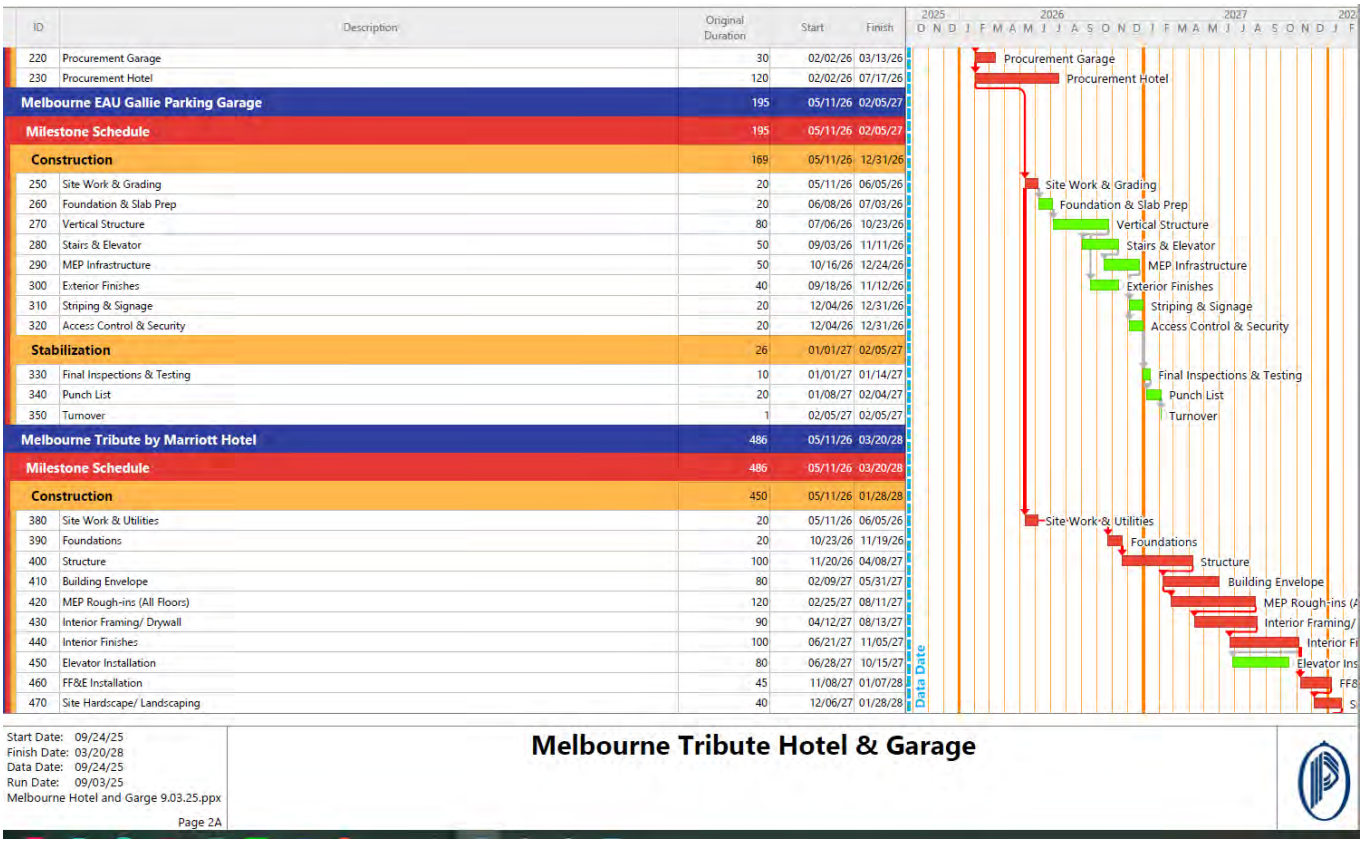
Page 1A

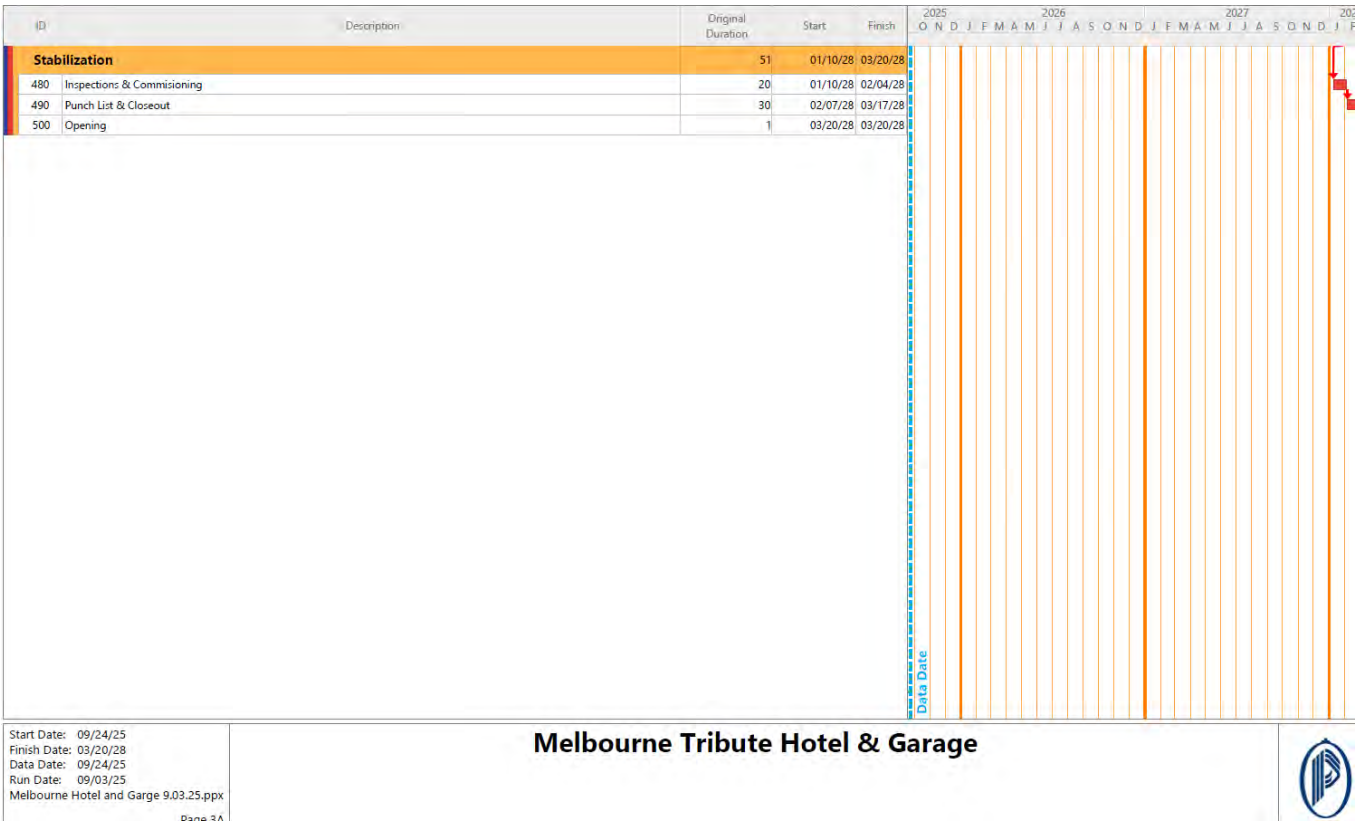
Melbourne Tribute Hotel & Garage



ID	Description	Original Duration	Start	Finish
220	Procurement Garage	30	02/02/26	03/13/26
230	Procurement Hotel	120	02/02/26	07/17/26
Melbourne EAU Gallie Parking Garage		195	05/11/26	02/05/27
Milestone Schedule		195	05/11/26	02/05/27
Construction		169	05/11/26	12/31/26
250	Site Work & Grading	20	05/11/26	06/05/26
260	Foundation & Slab Prep	20	06/08/26	07/03/26
270	Vertical Structure	80	07/06/26	10/23/26
280	Stairs & Elevator	50	09/03/26	11/11/26
290	MEP Infrastructure	50	10/16/26	12/24/26
300	Exterior Finishes	40	09/18/26	11/12/26
310	Striping & Signage	20	12/04/26	12/31/26
320	Access Control & Security	20	12/04/26	12/31/26
Stabilization		26	01/01/27	02/05/27
330	Final Inspections & Testing	10	01/01/27	01/14/27
340	Punch List	20	01/08/27	02/04/27
350	Turnover	1	02/05/27	02/05/27
Melbourne Tribute by Marriott Hotel		486	05/11/26	03/20/28
Milestone Schedule		486	05/11/26	03/20/28
Construction		450	05/11/26	01/28/28
380	Site Work & Utilities	20	05/11/26	06/05/26
390	Foundations	20	10/23/26	11/19/26
400	Structure	100	11/20/26	04/08/27
410	Building Envelope	80	02/09/27	05/31/27
420	MEP Rough-ins (All Floors)	120	02/25/27	08/11/27
430	Interior Framing/ Drywall	90	04/12/27	08/13/27
440	Interior Finishes	100	06/21/27	11/05/27
450	Elevator Installation	80	06/28/27	10/15/27
460	FF&E Installation	45	11/08/27	01/07/28
470	Site Hardscape/ Landscaping	40	12/06/27	01/28/28

Start Date: 09/24/25
Finish Date: 03/20/28
Data Date: 09/24/25
Run Date: 09/03/25
Melbourne Hotel and Garge 9.03.25.ppx
Page 2A

Melbourne Tribute Hotel & Garage


ID
Description
Original Duration
Start
Finish
2025
2026
2027
Stabilization 51 01/10/28 03/20/28
480 Inspections & Commisioning 20 01/10/28 02/04/28
490 Punch List & Closeout 30 02/07/28 03/17/28
500 Opening 1 03/20/28 03/20/28
Data Date
Start Date: 09/24/25
Finish Date: 03/20/28
Data Date: 09/24/25
Run Date: 09/03/25
Melbourne Hotel and Garge 9.03.25.ppx
Melbourne Tribute Hotel & Garage

PROJECT COMPATIBILITY WITH CITY PLANS:

The proposed joint use parking facility and hotel development are consistent with the City's Comprehensive Plan and the Olde Eau Gallie Riverfront Redevelopment Plan as follows:

Comprehensive Plan Policy 1.11.2 Eau Gallie Activity Center

Comprehensive Plan Policy 1.19.1

Comprehensive Plan Policy 1.19.2

Comprehensive Plan Policy 2.1.5

Comprehensive Plan Objective 2.2

Olde Eau Gallie Riverfront Redevelopment Plan – Vision and Mission Goals: to eliminate conditions of blight within the district; assist private sector in redevelopment of property; utilize partnerships to promote mixed use and high-quality design; allow for taller buildings and increased density/intensity; and purchase land for parking structure by incorporating public/private financing and partnerships. The project will eliminate the blighted conditions of the former Foosaner Art Museum and serve as a catalyst for continued revitalization. The impact of economic activity resulting from the hotel guests, restaurant patrons and employees of the overall project will benefit existing and future businesses with the CRA. A 2018 Tourist Development Council study found that hotel guests spend an average of $270 per day within the communities they visit. The hotel will generate tangible personal property tax revenue**,** sales tax**,** and other economic activity for the City. Furthermore, it is projected to create the equivalent of 75 full-time jobs, directly contributing to the local economy and supporting Eau Gallie's continued growth.

The project will greatly increase the supply of public parking for the CRA for many civic, entertainment and eating establishments. Additionally,

the project will deliver streetscape improvements within the city's right-of-way**,** enhancing the aesthetics and walkability of the area.

PROPOSED COSTS AND PAYMENT SCHEDULES:

Month	Payment Milestones	Responsible Party	Amount
1	Notice to Proceed: Pre-Construction General Conditions; Bond; Insurance; Site Vistis; Meetings; SD/DD Plan Completion	City of Melbourne - Community Redevelopment Agency	$727,087
2	Pre-Construction General Conditions;Site Vistis; Meetings; CD 50% Completion	City of Melbourne - Community Redevelopment Agency	$392,932
3	Pre-Construction General Conditions;Site Vistis; Meetings; CD 100%	City of Melbourne - Community Redevelopment Agency	$392,932
4	Pre-Construction General Conditions; Purhasing General Conditions; Site Vistis; Meetings; Permitting	City of Melbourne - Community Redevelopment Agency	$263,932
5	Pre-Construction General Conditions; Purhasing General Conditions; Site Vistis; Meetings; Permitting	City of Melbourne - Community Redevelopment Agency	$259,768
6	Construction General Conditions; Purhasing General Conditions; Site Vistis; Meetings; Pre-Cast Produciton 33%	City of Melbourne - Community Redevelopment Agency	$321,721

Continued Payment Schedule Months 6-12:

6	Construction General Conditions; Purhasing General Conditions; Site Vistis; Meetings; Pre-Cast Produciton 33%	City of Melbourne - Community Redevelopment Agency	$321,721
7	Construction General Conditions; Purhasing General Conditions; Site Vistis; Meetings; Pre-Cast Produciton 66%	City of Melbourne - Community Redevelopment Agency	$259,768
8	Construction General Conditions; Site Vistis; Meetings; Production 100% - Break Ground	City of Melbourne - Community Redevelopment Agency	$2,356,685
9	Construction General Conditions; Site Vistis; Meetings; Piles	City of Melbourne - Community Redevelopment Agency	$1,436,138
10	Construction General Conditions; Site Vistis; Meetings; Foundations	City of Melbourne - Community Redevelopment Agency	$462,290
11	Construction General Conditions; Site Vistis; Meetings; Foundations	City of Melbourne - Community Redevelopment Agency	$528,115
12	Construction General Conditions; Site Vistis; Meetings; PreCast Erection	City of Melbourne - Community Redevelopment Agency	$456,170

Continued Payment Schedule Months 13-16:

13	Construction General Conditions; Site Vistis; Meetings; PreCast Erection	City of Melbourne - Community Redevelopment Agency	$766,000
14	Construction General Conditions; Site Vistis; Meetings; PreCast Erection	City of Melbourne - Community Redevelopment Agency	$629,025
15	Construction General Conditions; Site Vistis; Meetings; Systems/Finishes	City of Melbourne - Community Redevelopment Agency	$623,700
16	Construction General Conditions; Site Vistis; Meetings; Systems/Finishes	City of Melbourne - Community Redevelopment Agency	$623,737

MELBOURNE HOSPITALITY HOLDINGS CONTACT INFORMATION:

Melbourne Hospitality Holdings, LLC
Attn: Lance Scida – Entitlements Manager
4651 Sheridan Street, Suite 480
Hollywood, FL 33021
Phone: 954-392-8788

Melbourne City Council
December 9, 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.26.

Subject:
Ordinance No. 2025-64, Land Development Regulations Text Amendment (TEXT2025-0012) Reasonable Accommodation – Certified Recovery Residences

Background/Consideration:
This is the first reading of an ordinance amending Appendix D, Chapter 1, Article I, by creating Section 1.02, entitled “Reasonable Accommodation - Certified Recovery Residences.” The proposed new ordinance is a requirement resulting from the recently passed law, Senate Bill (SB) 954: Certified Recovery Residences.

A "reasonable accommodation" is the process by which an individual with a disability may request an adjustment to a specific land development, zoning or building code provision. SB 954 required that the City provide the ability to waive or make changes to the land development rules for Certified Recovery Residences. Currently, the City of Melbourne has reasonable accommodation procedures that are codified within City Code. This amendment extends that process to specifically include a “Certified Recovery Residence”.

A Certified Recovery Residence is defined as “a sober living environment that provides individuals recovering from substance-use disorders with a safe, supportive community.” The residences do not offer any formal treatment on-site. These residences are certified by the Florida Association of Recovery Residences (FARR), which ensures they meet rigorous standards for safety, ethical practices, and recovery-oriented services. The proposed reasonable accommodation process will be in place to address certified recovery residences that need relief from land use regulations such as zoning, setbacks, parking, etc. It will not be available for a recovery home/halfway house as defined in the Zoning Code.

The proposed ordinance establishes a procedure for the City to receive requests for reasonable accommodation for Certified Recovery Residences related to land use, zoning and building regulations, policies, procedures, and practices, and authorizes the City Manager to review such requests and make reasonable adjustments to such land use, zoning and building laws, consistent with Federal laws.

On November 20, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendment.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2025-64 based upon the findings contained in the Planning & Zoning Board memorandum.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Sandy Ramseth, AICP, Planner

Re: **Land Development Regulations Amendment (TEXT2025-0012) Reasonable Accommodation – Certified Recovery Residences**

Date: November 26, 2025

Owner/Applicant/Representative

Applicant – City of Melbourne

Proposed Action

Amend City Code Part III, Appendix D, Chapter 1, Article I, by creating Section 1.02, entitled “Reasonable Accommodation - Certified Recovery Residences,” as it relates to changes made to Florida Statutes.

Location

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

History

A “reasonable accommodation” is the method by which an individual with a disability and/or handicap, as those terms are defined in the Federal Americans with Disabilities Act of 1990 as amended and/or the Federal Fair Housing Amendments Act of 1988, can request a modification or alteration in the application of a specific land use or zoning provision.

As a means to formalize this section of the Act, the city first adopted “reasonable accommodation” language and procedures on December 12, 2019 by Ordinance 2019-57, and further codified it within the Code of Ordinances of the City as, Appendix D, Chapter 1, Article I, Section 1.01, of City Code.

Prior to then, accommodation had been made on a somewhat informal and infrequent basis. However, in the best interest of the citizens of the City of Melbourne, the procedure was adopted to permit individuals with a disability a process to request reasonable accommodation and, where appropriate based on the facts and law, to receive reasonable accommodation.

The proposed “Reasonable Accommodation—Certified Recovery Residences” is a requirement resulting from the recently passed law, Senate Bill (SB) 954: Certified

Recovery Residences. SB 954 had an effective date of July 2025, and the requirements of said bill must be met by January 1, 2026.

Some of the key components of SB 954:

- A local government must include a process for requesting reasonable accommodation from any local land use regulation;
- A local government must be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.;
- A local government must establish a written application process for requesting accommodation;
- A local government is required to date-stamp each application request upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt and allow the applicant 30 days to respond;
- A local government must issue a final written determination on the application within 60 days after receipt. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved, unless the parties agree in writing, to a reasonable extension of time;
- A local government will require that the application include basic name and contact information; and
- A local government may not require public hearings beyond the minimum required by law to grant the requested accommodation.

Analysis of the Text Amendment

The purpose of SB 954 is to require local governments to adopt an ordinance that will formalize and streamline the process for applicants seeking reasonable accommodations from land use regulations relating only to a certified recovery residence.

The city identifies regulations and standards for a recovery home/halfway house but not for a certified recovery residence. The Zoning Code definition for a recovery home/halfway house is "*a facility conducted as a group home with professional services as needed, having one or more supervisors residing on the premises and providing board, lodging, medication, counseling and other treatment for persons progressing from relatively intense treatment for criminal conduct, delinquency, mental or emotional illness, alcoholism, drug addiction or similar conditions and intending to return to full normal participation in community life. A recovery home shall not include facilities licensed as a community residential home or a family day care facility*." The Zoning Code allows for a recovery home/halfway house as a conditional use in the R-2, R-3, R-P, C-2, C-P C-E, and I-1 zoning districts. Further, Appendix B, Article VI, Section 1(I) provides specific standards and conditions by which this use shall be structured.

In contrast to the definition of a recovery home/halfway house, a certified recovery residence is *"a sober living environment that provides individuals recovering from substance use disorders with a safe, supportive community*." The residences do not offer any formal treatment on-site. These residences are certified by the Florida

Association of Recovery Residences (FARR), which ensures they meet rigorous standards for safety, ethical practices, and recovery-oriented services.

The proposed reasonable accommodation process will be in place to address certified recovery residences that need relief from land use regulations such as zoning, setbacks, parking, etc. It will not be available for a recovery home/halfway house as defined in the Zoning Code.

In summary, the Ordinance will:

- Define how an applicant makes a reasonable accommodation request;
- Provides that the City Manager shall be the review authority;
- Provides review procedures for the request;
- Provides finding upon which a reasonable accommodation determination is made;
- Provides that a reasonable accommodation is specific to the application for a certified recovery residence at the identified property and does not run with the land;
- Provides that a granted reasonable accommodation may be revoked for cause; and
- Provides that within 60 days of the termination of the use of the property as a certified recovery residence, the reasonable accommodation shall be removed.

Business Impact Statement

This item is exempt from requiring a business impact statement, as the proposed ordinance changes are required to comply with state law.

Finding of Consistency

The proposed modifications to City Code Part III, Appendix D, Chapter 1, Article I, by creating Section 1.02, entitled “Reasonable Accommodation - Certified Recovery Residences are consistent with the City’s Comprehensive Plan. Specifically, the proposal is consistent with future Land Use Element Objective 1.22 which states the City shall maintain, amend and develop new land use and development regulations to implement this comprehensive plan.

Planning and Zoning Board Action

On November 20, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendments.

Recommendation

Based upon the findings contained in the Planning and Zoning Board memorandum, the Community Development Department and the Planning and Zoning Board recommend:

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

Memorandum

To:	Mayor and Council
From:	Yvonne Minus, Chair, Planning and Zoning Board
Re:	**Finding of Consistency (FOC2025-0005) and Land Development Regulations Amendment (TEXT2025-0012) Reasonable Accommodation – Certified Recovery Residences**
Date:	November 21, 2025
Applicant:	City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting of November 20, 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 FOC2025-0005 and TEXT2025-0012 to amend City Code Part III, Appendix D, Chapter 1, Article I, by creating Section 1.02, entitled “Reasonable Accommodation - Certified Recovery Residences,” as it relates to changes made to Florida Statutes.

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

Findings for the Proposed Text Amendment

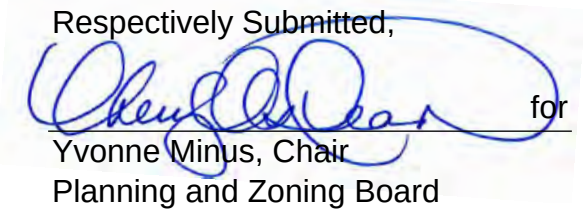
1. The proposed modifications to City Code are consistent with the goals and objectives of the Comprehensive Plan and will assist in the execution of policies within the Comprehensive Plan. The proposed revisions will implement policy language that addresses requests for reasonable accommodation from land use regulations relating to certified recovery residences. The proposed revisions will augment these regulations by formalizing and streamlining the process for applicants seeking reasonable accommodations.
2. The proposed revisions address recent legislative changes to Florida Statutes. The proposed City Code revisions are consistent with Senate Bill (SB) 954 (Certified Recovery Residences) and will incorporate a process for requesting reasonable accommodations from land use regulations as it relates to certified recovery residences.
3. 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 reasonable accommodation for requests for certified recovery residences. The modifications will incorporate required statutory changes into City Code.

4. The proposed changes will not significantly change the general character of the City, cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments, as the revisions reinforce the administration of City Code requirements. Specifically, the proposed modifications implement Code language for requests regarding reasonable accommodation for certified recovery residences.

5. The subject modifications will enhance reasonable accommodation procedures by making City Code more user-friendly to property owners, the development community, and City staff. The proposed modifications will implement a process for applicants seeking reasonable accommodations from land use regulations relating to certified recovery residences.

6. 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 requests for reasonable accommodations for certified recovery residences. The proposed changes are also consistent with recent legislative changes to Florida Statutes; specifically the modifications are consistent with Senate Bill (SB) 954.

Respectively Submitted,



for
Yvonne Minus, Chair
Planning and Zoning Board

ORDINANCE NO. 2025-64

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO AFFORDABLE HOUSING DEVELOPMENT; MAKING FINDINGS; AMENDING APPENDIX D OF THE CITY CODE, ENTITLED “LAND DEVELOPMENT CODE”; AMENDING CHAPTER 1, LAND DEVELOPMENT GENERAL PROVISIONS; AMENDING ARTICLE I, IN GENERAL; CREATING A NEW SECTION 1.02, REASONABLE ACCOMMODATION; CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (FOC2025-0005/ TEXT2025-0012)

WHEREAS, a “reasonable accommodation” is the method by which an individual with a disability and/or handicap, as those terms are defined in the Federal Americans with Disabilities Act of 1990 as amended and/or the Federal Fair Housing Amendments Act of 1988, can request a modification or alteration in the application of a specific land use or zoning provision; and

WHEREAS, as a means to formalize this section of the Act, the city first adopted “reasonable accommodation” language and procedures on December 12, 2019 via Ordinance 2019-57, and further codified it within the Code of Ordinances of the City as Appendix D, Chapter 1, Article I, Section 1.01, of City Code; and

WHEREAS, the proposed “Reasonable Accommodation—Certified Recovery Residences” is a requirement resulting from the recently passed law, Senate Bill (SB) 954: Certified Recovery Residences, which had an effective date of July 2025, and the requirements of said bill must be met by January 1, 2026; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed this ordinance at its meeting on November 20, 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 D of the City Code of Melbourne, Florida, is hereby amended to read as follows:

APPENDIX D. LAND DEVELOPMENT CODE

* * * *

CHAPTER 1. LAND DEVELOPMENT GENERAL PROVISIONS

* * * *

ARTICLE I. IN GENERAL

* * * *

Sec. 1.02. Reasonable accommodation; certified recovery residences.

(a) *Intent*. This section implements the policy of the city for the processing of requests for reasonable accommodations from any land use regulation that serves to prohibit the establishment of a certified recovery residence as that term is defined in F.S. § 392.311, consistent with the federal Fair Housing Amendments Act of 1988 (42 U.S.C. 3601, et seq.) ("FHAA") and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 et seq.) ("ADA").

(b) *Application.* A request by an applicant for reasonable accommodation under this section shall be made in writing by completion of a reasonable accommodation request form, which form shall be submitted to the office of the city manager. The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request including, at minimum, the following:

(1) Name, address and contact information of the applicant or the applicant's authorized representative.

(2) Address and parcel identification number of the subject property.

(3) Consent of the owner of the subject property.

(4) Current use of the property.

(5) A description of the accommodation requested and the specific code provision, regulation or policy from which reasonable accommodation is being requested.

(6) Explain how the land use regulation from which the accommodation is sought prohibits the establishment of the certified recovery residence.

(c) *Review authority.* The request for reasonable accommodation shall be reviewed by the city manager.

(d) *Review procedures.*

(1) The application shall be date-stamped upon receipt by the city. If additional information is required, the city manager shall notify the applicant within the first 30 days after receipt of the application specifying in sufficient detail what information is required and the applicant shall have 30 days to respond.

(2) If reasonably necessary to reach a determination on the application for reasonable accommodation, the city manager may, within the first 30 days after receipt of the application, request additional information from the applicant, specifying in sufficient detail what information is required. The applicant shall have 30 days after the date of the request for additional information to provide the requested information to the city manager. If the applicant fails to provide the requested additional information within said 30-day period, a written notice will be issued advising that the applicant failed to timely submit the additional information, and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the city with regard to said reasonable accommodation request shall be required.

(3) Upon receipt of a completed written application for reasonable accommodation, the city manager may evaluate the application and request staff to prepare a staff report to address the factors listed in sub-section (e) and recommendation of such conditions as may be determined to be necessary to grant a reasonable accommodation given the context of the application.

(4) In making a determination on the application for reasonable accommodation, the city manager shall consider the application, the staff report, if applicable, and any other relevant evidence concerning the request for a reasonable accommodation.

(5) A written determination conforming to the decision of the city manager shall be rendered within 60 days after receipt of a complete application. The written determination must: (i) approve the request in whole or in part, with or without conditions; or (ii) deny the request, and shall state with specificity the objective, evidence-based reasons for denial and identify any deficiencies or actions necessary for reconsideration. If a determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(6) The written determination shall be sent to the applicant to the address set forth on the application.

(e) *Findings.* The written decision of the city manager on an application for a reasonable accommodation shall be consistent with F.S. § 397.487 and the FHAA and/or ADA and based on the following factors:

(1) Whether the housing, which is the subject of the request, qualifies as a certified recovery residence as defined in F.S. § 397.311.

(2) Whether the requested accommodation is reasonable and necessary to enable the establishment of a certified recovery residence.

(3) Whether the requested accommodation would impose an undue financial or administrative burden on the city.

(4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the city, in which instance it would not be deemed to be reasonable.

(5) Potential impact on surrounding uses.

(6) Physical attributes of the property and structures.

(7) Alternative accommodations which may provide an equivalent level of benefit.

(f) *Duration of reasonable accommodation.*

(1) A reasonable accommodation is specific to the application for a certified recovery residence at the identified property and does not run with the land unless the written determination also finds that the modification is physically integrated into the structure and cannot be easily removed or altered to comply with the city's zoning regulations.

(2) A reasonable accommodation granted hereunder may be revoked for cause, including but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required by law, if not reinstated within 180 days.

(3) Unless otherwise provided in the written determination, within 60 days of the termination of the use of the property as a certified recovery residence, the reasonable accommodation shall be removed.

(g) *Applicable general provisions.*

(1) An applicant may apply for a reasonable accommodation on his own behalf or may be represented at all stages of the reasonable accommodation process by an

attorney, legally appointed guardian, or other person designated by the individual with a disability as a power of attorney.

(2) The city shall provide such assistance and accommodation as is required pursuant to FHAA and ADA in connection with a request for reasonable accommodation to ensure the process is accessible.

(3) In the event that a reasonable accommodation is granted, the applicant shall comply with any and all applicable building and/or engineering permitting processes required by this Code.

(4) A reasonable accommodation does not alter an owner's obligation to comply with other applicable federal, state, county or city requirements, rules, regulations, or laws.

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 , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2025-64

Melbourne City Council
December 9, 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.27.

Subject:
Appointment of two alternate members to the Planning and Zoning Board.

Background/Consideration:
The terms of regular members Bruce Waters and Shannon Bailey will expire on December 12. Both members wish to be considered for reappointment.

To serve on the Planning & Zoning Board, a person must be a Melbourne resident and a registered voter.

The applications are included in the agenda package from:

- Bruce Waters (current member)
- Shannon Bailey (current member)
- Carol Hudgens
- Diane Maynard (Zoning Board of Adjustment member; would like to switch to Planning and Zoning Board)

An attendance record for members for calendar year 2025 is included within the agenda package.

Fiscal/Budget Impact:
N/A

Requested Action:
Using the nomination process, appoint two individuals as regular members to the Planning and Zoning Board.

Planning and Zoning Board

MEMBER	CONTACT INFO	TERM
Bruce Waters 1934 Quail Trail Melbourne, FL 32935	(321) 432-0771 bruceawaters@hotmail.com	December 13, 2022 – December 12, 2025 3-year term
George Lebovitz 1649 PGA Boulevard Melbourne, FL 32935	(321) 591-6037 glebovitz@att.net	December 3, 2024 – December 2, 2027 3-year term
Molly Tasker 1557 Sienna Drive Melbourne, FL 32934	(321) 626-3369 (321) 259-1719 mollytasker2020@gmail.com	December 3, 2024 - December 2, 2027 3-year term
Shannon Bailey 2605 Manorwood Drive Melbourne, FL 32901	(321) 609-0864 (321) 603-6471 shannon.bailey2024@gmail.com	November 26, 2024 – December 12, 2025 Unexpired 3-year term
Ray Shackelford 2750 Carlson Circle, Apt. 103 Melbourne, FL 32901	(407) 233-5057 famufam@aol.com	December 3, 2023 – December 2, 2026 3-year term
Milo Zonka, Vice Chair 555 Crassas Drive Melbourne, FL 32903	(321) 863-1812 milozonka@gmail.com	December 3, 2024 – December 2, 2027 3-year term
Yvonne Minus 3111 Swift Street Melbourne, FL 32901	(321) 591-7054 yvonneminus@yahoo.com	November 26, 2024 – December 2, 2026 Unexpired 3-year term
Alternate Members		
Nancy Garmer 2100 Country Club Road Melbourne, FL 32901	(321) 604-0650 ngarmer@fit.edu	January 28, 2025 – December 2, 2027 Unexpired 3-year term
Chris Adams 4775 Pagosa Springs Circle Melbourne, FL 32901	(336)- 577-6150 cadams@strandhospitality.com	January 28, 2025 – December 2, 2027 Unexpired 3-year term
Brevard County School Board Representative		
Ence Spann 2199 Lucille Lane Melbourne, FL 32935	(407) 502-9853 ence_spann@yahoo.com	Appointed by School Board May 14, 2024

Planning Manager
Cheryl Dean
(321) 608-7509
cheryl.dean@mlbfl.org

Attorney (Representing the Board)
Adam Conley
(321) 608-7240
adam.conley@mlbfl.org

Recording Secretary
Olivia Bachtold
(321) 608-7500
olivia.bachtold@mlbfl.org

*NOTE: All members must complete an annual financial disclosure form.

PLANNING AND ZONING BOARD ATTENDANCE 2025	1/16/2025	2/6/2025	2/20/2025	3/6/2025	4/17/2025	5/1/2025	6/5/2025	6/19/2025	7/17/2025	8/7/2025	8/21/2025	9/18/2025	10/16/2025	11/6/2025	11/20/2025
Yvonne Minus						E					E				
Dr. Ray Shackelford													E		
Shannon Bailey				E	E								E	E	E
Nancy Garmer	N/A			E				E				E	E	E	E
Milo Zonka		E	E	E	E		E	E	E	E		E	E		E
Molly Tasker			E						E	E				E	
Bruce Waters	E	E	E		E	E	E	E	E		E	E	E	E	E
George Lebovitz					E				E		E	E	E	E	E
Chris Adams	N/A				E										
Ence Spann	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E

	Present
E	Absent-Excused
A	Absent-Not Excused

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

RECEIVED
DEC - 1 2025
Office of City Clerk
Melbourne, Florida

Applicant Name: Bruce A. Waters

Applicant Address: 1934 Quail Trail
Address

Melbourne FL 32935
City State Zip Code

Telephone Number: [redacted] E-mail: [redacted]
(Area Code)

Business Address: NONE
Address

City State Zip Code

Telephone Number: 321-432-0171
(During Business Hours) (Area Code)

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

  Voting Precinct Number: 402 *Verified by City Clerk Staff (Initials):* [redacted]

- 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**
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☐	**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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- ☐ 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

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  - Firefighters' Pension Plan Board of Trustees
  - General Employees' Pension Plan Board of Trustees
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  - Planning and Zoning Board
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  - Zoning Board of Adjustment
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- 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.
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City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

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  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: Bruce A Waters Date: 12/1/25

BRUCE A. WATERS
1934 Quail Trail
Melbourne, Florida 32935
Home: (321) 253-1135 Work: (321) 633-2012
bruceawaters@hotmail.com

OBJECTIVE

Seeking reappointment on the Melbourne City Council as a citizen volunteer to the Planning and Zoning Board.

EDUCATION

Master of Arts, Human Resources Development, Webster University, St. Louis, Missouri, 1998.

Bachelor of Professional Studies, Barry University, Miami, Florida, 1994.

Associate of Science, Criminal Justice, Mount Wachusett Community College, Gardner, Massachusetts, 1990.

PREVIOUS EMPLOYMENT

Veterans Counselor II, Brevard County, Melbourne, Florida, July 1991 to present.
Counsel, advise, and assist veterans and their dependents in presenting claims for disability compensation, pension, medical care, insurance, burial, vocational rehabilitation, loans, job counseling, prepare and file appeals to the Broad of Veterans Appeals, and other claims for benefits which they may be entitled to under federal and state statutes. Prepare claim forms and briefs and assemble necessary information to establish the validity of the claim.

Security Specialist, Raytheon Company, Equipment Division Laboratory, Wayland, Massachusetts, October 1989 to August 1990.
Establish security polices. Provided guidance and ensured security regulations were up-to-date and implemented. Conducted inspections and administrative security processing of security clearances. Review contract proposals.

United States Army
Completed twenty-five years of active service in the United States Army at rank of Sergeant First Class in September 1989. Served in the capacity of organizer and manager of activities involving up to 1, 580 people. Cited as an outstanding organizer and manager and a positive influence upon employees. Recipient of numerous awards for excellence in planning, programming, and management.

VOLUNTEER/COMMUNITY SERVICE

Hearing Officer, Circuit Court Eighteenth Judicial Circuit Brevard County, Prosecution Alternatives for Youth (P.A.Y.) of Brevard, 1996 to present.
Conduct hearings for first time misdemeanor offenders and determine the most appropriate sanctions to be applied to the child considering the seriousness of the offence, the child's needs, and the most appropriate control, discipline, and punishment. Counsel youth and their families on alternatives. Recipient of Volunteer of the Year Award (2002).

Guardian Ad Litem, Circuit Court Eighteenth Judicial Circuit Brevard County, 1994 to present.
Serve as liaison for children in the judicial system because of neglect or abuse. Identify the child's best interest in litigation and participate in the litigation in support of those interests. Serve as a "linchpin" among all elements of the system including protective services, foster care, school guidance counselors, teachers, and health facilities.

Prison/Detention Ministry, Representing Holy Name of Jesus Catholic Church, 1990 to present.
Tend to the spiritual needs of the inmates. Assist the Department of Corrections in its efforts to enhance the spiritual programs, which promote positive behavioral changes, provide life skills, and increase the inmate's potential for successful reintegration into the community.

Member/Secretary, Hurt *B.A.D.D.* (By A Drunk Driver), 1992 to 2005
Promote responsible driving. Educate the public and students on the dangers of drinking and driving.

Member, Board of Directors, Daily Bread, 2006 to present.
Dedicated to improving the dignity and quality of life of the hungry and to assure that no one goes hungry. To assist individuals in becoming self-sufficient.

Member, Holy Name of Jesus Knights of Columbus 2007 to present.
Catholic men's fraternal organization, which benefits society by rendering financial aid to members and their families. Social and intellectual fellowship is promoted among members and their families through educational, charitable, religious, social welfare, war relief and public relief works.

Alternate member of the Melbourne City Council Planning and Zoning Board 2007 to present. Acts primarily in an advisory capacity to the City Council on questions relating to zoning, comprehensive planning, and land use; conducts investigations on matters or proposals to change zoning and land development regulations; and in some cases makes the final decision on site plan approval request under one acre.

CERTIFICATIONS/MEMBERSHIPS

Certified, Veterans Service Officer, Brevard County
Member, America Legion
Member, Disabled American Veterans
Member, National Veterans Service Officer Association
Member, American Catholic Correctional Chaplains Association
Member Knights of Columbus

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: Shannon Bailey

Applicant Address: 2605 Manorwood Dr
Address

Melbourne, FL 32901
City State Zip Code

Telephone Number: 321-609-0864 E-mail: Shannon.bailey2024@gmail.com
(Area Code)

Business Address: retired
Address

City State Zip Code

Telephone Number: (During Business Hours)
(Area Code)

RECEIVED
JUN 06 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: 310 *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**
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☐	**Code Enforcement Board [2]**	☐	**Melbourne Downtown Community Redevelopment Agency Advisory Committee**	☐	**Zoning Board of Adjustment [2]**
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☐	**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
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- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
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City of Melbourne
The Harbor City

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
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APPOINTMENT PROCESS

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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: Shannon Bailey Date: 6/6/25

City of Melbourne
The Harbor City

RECEIVED
FEB 20 2025
Office of City Clerk
Melbourne, Florida

VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: Carol J Hudgens

Applicant Address: 420 Oriole Lane
Address

Indialantic | FL | 32903
City | *State* | *Zip Code*

Telephone Number: 410 961-3714 *(Area Code)* E-mail: cjhudgens@earthlink.net

Business Address: retired
Address

City | *State* | *Zip Code*

Telephone Number: *(During Business Hours)* *(Area Code)*

A brief resume or summary of background must be attached to this application.

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 515 | *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

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Applicant Signature: C J Budgens Date: 2/20/2025

February 20, 2025

To: City of Melbourne
City Clerk's Office
Melbourne City Council

From: Carol J. Hudgens

RE: Application for Planning & Zoning Board

Attached, please find my application and resume for the Planning and Zoning Board. I served on the P&Z Board from 2016-2021 and I wish to return. I am retired but keep active in various activities. I am the Past Eau Gallie Yacht Club Women's Council Chair and have served the EGYC Membership Committee for 3 years. I play golf, bridge and my husband and I do extensive traveling.

Thank you for your consideration.

Carol J. Hudgens
420 Oriole Lane
Indialantic, FL 32903
410 961-3714 cell
cjhudgens@earthlink.net

Carol J. Hudgens

cjhudgens@earthlink.net
981 E. Eau Gallie Blvd., Suite E, #MR-11

Mobile: 410.961.3714
Indian Harbour Beach, FL 32937

INNOVATIVE SALES AND BUSINESS DEVELOPMENT EXECUTIVE

A business savvy professional with a reputation for strong leadership, achieving customer goals and solving customer problems in addition to being accomplished at developing **sales** and **large revenue** contracts in IT, Wireless, and Telecom industries currently seeking contract or part-time opportunities.

PROFESSIONAL ASSOCIATIONS

AFCEA; AIAA; ITAA; IAC/ACT; NVTC; AIA; ATCA; SPTC; ABWA

PROFESSIONAL EXPERIENCE

C. J. Hudgens & Associates, LLC, Space Coast, FL and Washington, DC
Business Development Executive 2013 to Present

- Activities include, but are not limited to, strategic business development, capture management, solutions selling, and innovative contract models that help clients save money, achieve goals, and solve problems.

Deep Water Point, LLC, Washington, DC
Business Development Executive 2013 to 2016

- Team member of former senior government and industry executives experienced in numerous Federal Government departments and agencies that leverage their knowledge to win new business for clients.

Harris Corporation, Washington, DC Metro Area
Business Development Executive 2011 to 2013

- Developed new opportunities at the FAA including, but not limited to, Data Center Consolidation, Flight Services, and Air Traffic Management services as well as the Cyber Security Management Center.
- Enabled the FAA to reduce budgets with innovative ideas and programmatic improvements.

Suss Consulting & C.J. Hudgens & Associates, Washington, DC Metro Area
Consultant 2001 to 2002; 2007 to 2010

- Led a Corporate and Federal Consulting firm specializing in IT and Communications industries with a focus on delivering measurable results in strategic planning, market research, and capture management.
- Activities included new business development, sales, and marketing to both new and established wireless carriers, telecom and internet service providers as well as engineering/installation for telecom companies.
- In addition, worked as a strategic partner with other IT consulting firms to meet clients' requirements.

Harris Corporation, Washington, DC and Melbourne, FL
Business Development Executive 2003 to 2006

- Developed new opportunities in Federal Civilian Agencies (DOT, Treasury, Energy, HHS, CDC). These projects included telecom and IT proposals with both complex system and business model requirements.
- Solutions included new products, services, price to win financial and performance models for all divisions and outside partners. Formed highly successful teams/partners in IT, Health, Communications industries.
- Initiated incubator teams for Government Health IT marketplace and GWACs that led to 2 new Divisions.

INPHOMATCH, Washington, DC Metro Area
VP Sales – U. S. Wireless Carriers 2002

- Led small domestic sales team for start-up Inter-carrier short message (I-SMS) solutions provider. Closed new wireless carriers. Grew traffic and revenue. Implemented new product strategies and applications.
- Developed and applied new sales strategies to sell international inter-carrier SMS connections and traffic.

Carol J. Hudgens

cjhudgens@earthlink.net | Mobile: 410.961.3714
981 E. Eau Gallie Blvd., Suite E, #MR-11 | Indian Harbour Beach, FL 32937

PROFESSIONAL EXPERIENCE CONTINUED

Lucent Technologies, Washington, DC Metro Area

National Sales Director, Emerging Wireless 2000 to 2001

- Led hunter team to develop new sales opportunities in the wireless ASP market. Customers included both domestic and international wireless internet companies as well as wireless applications providers.
- Targeted over 600 wireless ASP's with a small team and achieved **$5 Million** in sales.

National Sales Director, Emerging Wireless – Satellite and VPN 1999 to 2000

- Achieved **$10M** in new sales globally by: developing sales strategy in order to penetrate the satellite industry and position VPN as well as broadcast products, engineering services, and internet solutions.
- Developing sales strategy and sales channel for a leading government contractor to build a new business with VPN, optical (DWDM), and engineering services targeted to the enterprise market place.
- Managing product managers, sales engineers, as well as finance organizations in the development of complex bids for international opportunities with optical products.

Sales Director, Emerging Service Providers – Mid Atlantic Region 1998 to 1999

- Led 5 sales executives to develop new opportunities in CLEC and ISP markets in region. Developed complex bids requiring data, optical and VoIP networks and achieved over **$10M** in new sales.

Sales Director, New Business Development – Wireless Broadband Division 1997 to 1998

- Established and developed sales organization for the new Wireless Broadband division in San Jose, CA.
- Sold new broadband products and services. Accountable for business development, sales, and P&L.

AT&T Network Services, Baltimore and Washington, DC

Senior Account Manager – Wireless 1996 to 1997

- Sold a multi-year **$130M** contract to Sprint APC for the1st CDMA overlay of a GSM network in the area.
- Headed multi-disciplined technical team to win. Led negotiating team (legal, finance, product executives).
- Won award for leadership, innovation, and contribution to the wireless business unit's results.
- Sale was recognized globally and throughout the PCS/wireless industry.

Senior Account Manager – Sprint International Account 1995 to 1996

- Led sales initiative to respond to multiple switching (5ESS®, ATM) bids for Europe and Russia.
- Relocated temporarily to Holland. Partnered with European counterparts.
- Won award for "going above and beyond" to ensure the team's success.

ADDITIONAL RELEVANT EXPERIENCE

Board Member – Planning and Zoning Board for the City of Melbourne, FL
Vice President – Fund Development, Women's Center Guild, Melbourne, FL
Chapter Member – American Business Women's Association, Oceanside
Former Treasurer for **Hatteras LRC Club**

EDUCATION

Graduate, Towson State University, Towson, MD
Bachelor of Science Degree in **Finance** and **Marketing**
Massachusetts Institute of Technology, Cambridge, MA
Completed 8 Week Program in **Information Technology**

LINKEDIN ACCOUNT

https://www.linkedin.com/in/carol-hudgens-36989412/

RECEIVED
JUN 0 2 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:

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

- 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.).

5	**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]**	4	**Planning and Zoning Board [2]**
☐	**Citizens' Advisory Board [1]**	☐	**Library Board**	☐	**Police Officers' Retirement Trust Fund Board of Trustees [2]**
2	**Code Enforcement Board [2]**	☐	**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]**	3	**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:

Board of Adjustments

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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CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

- **Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

☐ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.

☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
  - Code Enforcement Board
  - Firefighters' Pension Plan Board of Trustees
  - General Employees' Pension Plan Board of Trustees
  - Historic and Architectural Review Board
  - Planning and Zoning Board
  - Police Officers' Retirement Trust Fund Board of Trustees
  - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

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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: 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*	