City of Melbourne, Florida
City Council Agenda

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

January 13, 2026, 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 Six through Five 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** - Mayor Paul Alfrey
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
5. **Approval of Minutes** - December 9, 2025 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2025-41 (AV2025-0002)**: (Second 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) (First Reading - 12/9/2025)

9. **Ordinance No. 2025-53 and Ordinance No. 2025-54, Lansing RV Storage:** (Second 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) (First Reading - 12/9/2025)

a. **Ordinance No. 2025-53/MAP2024-0013:** (Second 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:** (Second 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.

10. **Ordinance No. 2025-60 (AV2025-0004)**: (Second 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). (First Reading - 12/9/2025)

11. **Ordinance No. 2025-61, Ordinance No. 2025-62, and Ordinance No. 2025-63, The Preserve Multi-Family Residential:** (Second 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) (First Reading - 12/9/2025)

    a. **Ordinance No. 2025-61/ANNX2024-0009:** (Second 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:** (Second 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:** (Second 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.

12. **Ordinance No. 2025-64, Reasonable Accommodation – Certified Recovery Residences:** (Second 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) (First Reading - 12/9/2025)

C. NEW BUSINESS

13. **Resolution No. 4394:** A resolution authorizing the approval of a Locally Funded Agreement between the Florida Department of Transportation and the City of Melbourne for the Ellis Road Widening Project and authorization for the City Manager to execute the agreement.

14. **Resolution No. 4395:** A resolution authorizing a Contract for Sale and Purchase between the City of Melbourne and L3 Harris Technologies, Inc., for property located at 1025 W. Hibiscus Boulevard, Melbourne, FL for the Hibiscus Boulevard Booster Pump Station, Project No. 31319 - $376,000 plus closing costs.

15. **CONSENT AGENDA:**

    a. Purchase of two (2) vehicles for the Police Department and one (1) vehicle for the Fire Department, Stingray Chevrolet, LLC, Plant City, FL - $136,481.45.

    b. Purchase of three (3) new vehicles for the Police Department, Seminole Toyota, Sanford, FL - $105,623.

    c. Purchase of a replacement asphalt truck for the Streets & Stormwater Management Division, Cumberland International Trucks, Orlando, FL - $232,489.08.

    d. Purchase of 19 vehicles for various divisions, Duval Ford, Jacksonville, FL - $1,176,151.

    e. Purchase of a bucket truck for the Facilities Management Division, Altec Industries, Inc., Birmingham, AL - $297,781.

    f. Purchase of various equipment for Crane Creek and Harbor City Golf Courses, Wesco Turf, Jacksonville, FL - $149,883.53.

    g. Purchase of fuel card services for the Police and Fire Departments, WEX Bank, dba WEX Inc., Portland, ME - estimated annual cost of $560,000, total cost of contract $1,120,000.

h. Fourth Amendment for on-site automotive and truck parts supply store operation for the Fleet Management Division, Genuine Parts Company, dba NAPA Auto Parts, Atlanta, GA - estimated annual total of $1,400,000 and estimated total contract term of $8,400,000.

i. Purchase of 115 MSA G1 Self-Contained Breathing Apparatuses and Accessories, Ten-8 Fire & Safety, LLC, Bradenton, FL - $1,482,181.33.

j. Purchase of SUNCOM Communication Services for internet and voice services using contract pricing, CenturyLink Communications, LLC, Tallahassee, FL - estimated annual cost of $108,000.

k. Renewal of Cisco SmartNet Maintenance Agreement, Presidio Networked Solutions Group, LLC, Orlando, FL - $114,848.06.

l. Youth sports league ball field and facilities use agreements between the City of Melbourne and five (5) organizations, Lipscomb Street Regional Park Association of Melbourne, Florida, Inc., Greater Melbourne Police Athletic League, Inc., Melbourne Mercenaries, Inc., Eau Gallie Little League, Inc., and Brevard Soccer Alliance, Inc., granting each entity a license to utilize ball fields located in City parks, and authorization for the City Manager, or designee, to execute such agreements.

m. Laydown Area License Agreement between the City of Melbourne and BlueTerra LLC, Winter Garden, FL for temporary use of a portion of the City's property located at 2205 Front Street.

n. Lease Agreement for mailing system equipment and software, Quadient, Lehi, UT - annual amount of $55,773.24 and total contract amount of $278,866.20.

o. **Resolution No. 4396:** A resolution appropriating $9,665 from the U.S. Department of Treasury's Federal Asset Sharing Fund for the purchase of a hydraulic breaching tool for the Police Department.

p. **Resolution No. 4397:** A resolution to execute a Memorandum of Agreement between the City of Melbourne and Brevard County Emergency Management for use of the Everbridge statewide alerts and mass notification services.

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

17. Contract Award for Group Medical and Ancillary Coverage to United Healthcare Insurance Company, Inc.

18. **Ordinance No. 2026-01, Administrative Final Plat Approval:** (First Reading/Public Hearing) An ordinance amending City Code, Chapter 2, Administration; Appendix B, Section 4, Planned Unit Development (PUD); and Appendix D, Chapter 8, Subdivision Code, to address recent State of Florida legislative changes (F.S.177.073) to provide administrative approval of final plats. (Applicant - City of Melbourne)

19. **Ordinance No. 2026-02:** (First Reading) An ordinance amending Chapter 2, Article II, Melbourne Code of Ordinances regarding public participation and standards of decorum at City Council meetings.

20. Discussion regarding parking management and enforcement in Downtown Melbourne.

21. Discussion regarding pickleball hours of operations at Jimmy Moore Park. (Requested by Council Member Mimi Hanley)

22. Council appointments to the Space Coast Transportation Planning Organization.

23. Appointment of one resident member to the Firefighters' Pension Plan Board of Trustees.

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 – Regular Meeting Before City Council
December 9, 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 Pastor Lucas Almeida, Central Baptist Church.

2. Pledge of Allegiance

3. Roll Call

   Present:

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

4. Proclamations and Presentations

   Mayor Alfrey presented a proclamation declaring December 21, 2025 as "National Homeless Persons' Memorial Day," to James Smith with the Brevard Homeless Coalition.

   Mayor Alfrey presented Rhodie Humbert with a volunteer service pin recognizing his 30 years of volunteer service on the city's Citizens' Advisory Board and presented Charles Jackson with a gift recognizing his 50 years of volunteer service on the Zoning Board of Adjustment.

5. Approval of Minutes – November 25, 2025 Workshop and Regular Meeting.

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

6. City Manager's Report

City Manager Jenni Lamb reported that the city's current fuel card program contract expires December 31, 2025 and the state (whose contract the city piggybacks off of) is in the process of renewing. To avoid disruption in fuel card services between the expiration date and the next regular City Council meeting on January 13, 2026, Council expressed consensus with providing the City Manager authorization to renew the city contract once it is renewed by the state. Staff will follow up with a formal agenda item on the state completes the renewal.

7. Public Comments

The following individuals came forward to express their desire to see Hoag Avenue paved: Tom Nance, Mary Nance, and Drew Warren.

Mrs. Lamb stated that Engineering is currently reviewing the petition from the property owners and that she will explore if the road can be re-graded.

Steven Borgman, no address given, came forward to express his complaints about the Melbourne Police Department.

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)

Attorney Conley read the ordinance by its title. City Engineer James Ennis reported that 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.

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

hearing.

Moved by Hanley/Neuman for approval of Ordinance No. 2025-41. Motion carried unanimously.

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)

Moved by Hanley/Alfrey for approval to postpone the consideration of this item to the January 27, 2026 Regular City Council meeting at 6:30 p.m. in the Council Chamber. Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. There were no disclosures by Council. The Mayor opened the public hearing.

Alejandro Quiniana, applicant, was available for questions.

Moved by Hanley/Basset for approval of Ordinance No. 2025-52 with PLAN2025-0006, based upon the findings and conditions contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

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.)

Attorney Conley read the ordinances by their titles. Community Development Director Cindy Dittmer reported that 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.

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

Andrew Evans, representing the applicant, was available for questions.

Moved by Kennedy/LaRusso for approval of Ordinance No. 2025-53, based upon the findings and conditions contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

Moved by Kennedy/Bassett for approval of Ordinance No. 2025-54, based upon the findings in the Planning and Zoning Board memorandum and the conditions contained in the ordinance. Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. The Mayor called for disclosures and Council Member Neuman referenced the e-mail that Council Members received from Mark Herendeen. The Mayor then opened the public hearing.

Tim Fowler and Chelsea Woodard, applicants, were available for questions.

Mark Herendeen, representing the seller of the property, was available for questions.

Moved by Neuman/Alfrey for approval of Ordinance No. 2025-55, based on the findings and conditions contained in the staff memorandum. The roll call vote was:

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

Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. 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. The roll call vote was:

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

Motion carried unanimously.

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)

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

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. The roll call vote was:

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

Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. Mrs. Dittmer reported that the Affordable Housing Advisory Committee met on December 2 to make a finding that the proposed changes to City Code would not impact the development of affordable housing costs.

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

Moved by Hanley/Alfrey for approval of Ordinance No. 2025-58, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title and noted that City Council has now held two public hearings on the extraordinary circumstances around this topic. He referenced the section within the ordinance that identifies the findings that support these extraordinary circumstances.

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

Moved by Hanley/Bassett for approval of Ordinance No. 2025-59. The roll call vote was:

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

Motion carried unanimously.

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.

Public Works and Utilities Director Jennifer Spagnoli reported that 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.

(Council Member Rachael Bassett stepped out of the chamber at 7:43 p.m.)

Moved by LaRusso/Neuman for 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. Motion carried unanimously. Ms. Bassett was not present for the vote.

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.

Mayor Alfrey noted that Items d. and h. were removed from the consent agenda by Mr. LaRusso and Vice Mayor Kennedy.

Moved by Kennedy/Alfrey for approval of the consent agenda, less Items d. and h. Motion carried unanimously.

19. ITEMS REMOVED FROM THE CONSENT AGENDA

(Ms. Bassett returned to the chamber at 7:44 p.m.)

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.

Mr. LaRusso discussed the history of Jack's Towing doing work for the city and how this bidding process took place. He noted that perhaps the new owners of the company are not familiar with the bidding process, which is why they are not being recommended. Following discussion, Mrs. Lamb noted that Demand Star shows that the documents were pulled, which the city took as acknowledgement that Jack's Towing was aware of the bid process.

Discussion continued.

Moved by Kennedy/LaRusso for approval of consent agenda Item d. Motion carried unanimously.

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

Vice Mayor Kennedy expressed her understanding that this is contractual with the Police Department. Attorney Conley noted that the Fire Department uses this same company for these services.

Mr. Smith asked for further clarification on why these physicals and scans are needed. Police Chief David Gillespie reviewed the agenda report and explained how these things are beneficial to the officers.

Moved by Kennedy/Neuman for approval of consent agenda Item h. Motion carried unanimously.

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).

Attorney Conley read the ordinance by its title. Mr. Ennis reported that the applicants, Bradley Yemm and Joan Yemm, have requested the vacation of a three-foot-wide by 40-foot-long portion of the 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. 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 and (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.

Mr. LaRusso asked if the original build of the home included the pool and noted that the residents should not have to pay these costs, further commenting on the number of these requests that come before Council each year.

Discussion continued.

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

Moved by LaRusso/Alfrey for approval of Ordinance No. 2025-60. Motion carried unanimously.

Mr. LaRusso stated that he would like to look into this further after the first of the year.

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

Human Resources Director Kimberly Foxworth reported that 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 proposals and after reviewing the proposals selected three 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. A summary of each finalists' best and final proposals was provided in the agenda package.

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.

Daneille Boyle, Brown & Brown, stated that part of the process in reviewing the proposals is a disruption analysis, where the city's claims over a 12-month period are taken through the carrier's different networks to see where any disruption would be noticed.

Continuing, Ms. Boyle stated that the employee selection committee selected United Healthcare based on the following key factors: competitive financial proposal; deductible and out-of-pocket carryover; flexible menu of plan options; robust wellness programs; seamless integration; and dedicated onsite support. The committee then reviewed several plan design options and recommended offering a variety of plans for employees to choose from during open enrollment.

Ms. Boyle reviewed the UHC proposal highlights, which include, but were not limited to: 2% below current rates while matching current plan designs; $2.5 million in annual savings; 14.9% rate rap in 2027; dedicated onsite resource provided at no cost, with a full-time United Healthcare employee working from city hall and the airport; a wellness program; and a menu of plan options to choose from.

Ms. Boyle further discussed the wellness/weight loss programs available, which would not include a free gym membership, but would include $300/year in incentives per employee and spouse; one pass fitness program with access to thousands of gyms and boutique fitness studios; and a weight loss program. GLP-1s are not included.

Continuing, Ms. Boyle stated that the following plans are under consideration: Choice Plan (matching current EPO/HMO); Surest Plan; NHP HMO Plan; Choice HSA Plan; and NHP HSA Plan. She provided a brief overview of the differences in each plan and the various benefits to each plan.

In closing, she reviewed the renewal timeline, which includes a City Council meeting to finalize plans and contributions, benefits implementation, preparation for open enrollment, call center training, and eventually open enrollment in February.

Mayor Alfrey stated that the Executive Director at the airport also recommends the selection of United Healthcare and stated that based on his personal experience with Aetna, he does not want to deal with Aetna any longer.

Mr. Neuman stated that he did not hear much information about Cigna, which appeared to be the better financial choice. Ms. Boyle stated that if the city went with Cigna, at least two of the plans available with United Healthcare would not be available and that Cigna did not offer plans that could get the city to the $2 million in savings provided by United Healthcare.

Discussion continued regarding: the cost savings between United Healthcare and Cigna; the potential for what plans employees would choose during open

enrollment; and prescription coverage.

Council then asked Director of Finance Ross McGinn to come forward and speak to his thoughts on the committee's decision.

Ross McGinn, Director of Finance, stated that having the Cigna guarantee in year two of a 10% rate cap on top of seeing the savings that were offered on the apples-to-apples comparison outweighed any speculation about how employees would participate in available plans. He stated his concern is the best and final offers in comparison to what the city's current plans look like.

Mr. Neuman stated that in his opinion, he does not have all of the most up to date information since he feels that he is missing figures relating to Cigna's offer.

Discussion continued.

Moved by Hanley/Smith for approval for the selection of United Healthcare Insurance Company, Inc., Hartford, CT as the health care services provider and authorization to negotiate a contract. The roll call vote was:

Aye: Hanley, Smith, LaRusso, Bassett and Alfrey

Nay: Neuman and Kennedy

Motion carried.

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.)

Attorney Conley read the ordinances by their titles. Mrs. Dittmer reported that 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 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 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.

During the November 20, 2025 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.

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.

The Mayor called for disclosures. The following disclosures were made:

Vice Mayor Kennedy stated that she received an e-mail on December 2 from “Colleen Lord” at 7:30 expressing her request for denial of the project and that on the same day at 4:30 p.m., she met with the developers at city hall to look at the overall project proposal. Ms. Hanley noted that she met with the developers on December 1 at 10:30 a.m. at her office. Mayor Alfrey noted that he received the same e-mail as Vice Mayor Kennedy and that he met with the developers at WhiteBird Law on December 2 at 11:00 a.m. Mr. Neuman stated that he had a meeting with the developers at WhiteBird Law on December 9 at 9:00 a.m. Mr. LaRusso stated that he received the same e-mail and request to meet, but that he chose not to meet ahead of the public hearing. Mr. Smith stated he also met with the developers at WhiteBird Law.

Kelly Delmonico, representative, introduced the development team, reviewed the site, and noted that Preserve Drive is privately owned with an access easement and that when constructed, it was intended to serve all three surrounding properties together. She stated that from a zoning standpoint, the developer is looking to change to a medium zoning density in the city. Further, traffic statements have been completed and a study is in progress to show the traffic generation potential for the requested zoning. Ms. Delmonico noted that the full development of this site is anticipated to generate less traffic in a day and less traffic in the AM and PM peak hours as a single, 3,000-square foot coffee shop.

Continuing, Ms. Delmonico showed a map displaying the property being adjacent

to single-family homes and wetlands on the north side of the property. She displayed the proposed site plan, the access points to the north and south properties, and discussed services within the community, such as valet trash service. She also displayed a rendering of the property and discussed the design of the building.

Ms. Delmonico discussed the public meeting that was held by the developer and addressed some of the concerns brought up at the meeting. The first concern was flooding, and Ms. Delmonico stated that all the stormwater will be treated and stored on site, with post-discharge being less than the pre-discharge. She stated another concern regarding privacy and how the developers have moved the building back, added additional visual screening and landscaping, as well as enhanced, temporary construction screening for neighboring residents if desired. Traffic was also a concern of the surrounding neighbors, but Ms. Delmonico noted that construction traffic will be as far east on the property as possible. She reiterated her earlier comments regarding a reduction in peak hour traffic.

In closing, Ms. Delmonico discussed the entrance to the north side of the property and how the entrance was designed to assist with the school bus pickup that currently occurs in that area.

Discussion took place regarding traffic concerns. Ms. Delmonico brought forward James Taylor, engineer on the project.

James Taylor, Kimley-Horn, stated that two studies were conducted – the first being the rezoning study as referenced by Ms. Delmonico, and the second being a transportation impact analysis (TIA) that has been submitted to the city. He reviewed a brief presentation on the results of the TIA, reiterating that the proposed zoning substantially reduces trip generation potential of the property. Additionally, the capacity and operational assessment noted that there are no new roadway segment deficiencies were identified as a result of project impacts. Mr. Taylor noted that the proposed development generates less trips than a shopping center, Wawa, fast-food restaurant and a coffee/donut shop.

Ms. Hanley stated that her office is on Wickham Road and she knows what that road is really like. Ms. Hanley stated that the numbers being provided by Mr. Taylor are not realistic and “do not seem realistic.”

R. Paul Hilburn, 3285 Arden Circle, stated that he just does not see “the math” with the numbers being presented in the traffic analysis and cited his routes that take him past the new Arby’s where he only sees two or three cars in the parking lot at any given time. He also stated that he does not believe that a donut shop can get 1,800 trips in a day. He stated he and his neighbors expected services or offices on this development that would serve the nearby residents. Mr. Hilbrun further discussed the curved roadway (Preserve Drive), accidents that occur on that road, and his confusion with regards to the calculation of the signers of the petition.

Moved by Neuman/Alfrey for approval of Ordinance No. 2025-61, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried. Ms. Hanley voted nay.

Moved by Neuman/Alfrey for approval of Ordinance No. 2025-62, based upon the findings contained in the staff memorandum. Motion carried. Ms. Hanley voted nay.

Moved by Neuman/Alfrey for approval of Ordinance No. 2025-63, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried. Ms. Hanley voted nay.

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)

Attorney Conley read the ordinance by its title. Mrs. Dittmer reported that 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 lots fronting on Babcock Street and six 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.

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

Douglas Engle, applicant, was available for questions.

Moved by Neuman/Alfrey for approval of SDV2025-0002, based upon the findings and conditions contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

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

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.

Ms. Dittmer reported that 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. Council also agreed to propose offering free parking for the first 15 years, followed by a ten-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.

Attorney Conley stated that some of the revisions are very minor, including a scrivener's error, while other revisions are more substantial, including a reincorporation of the amount of indebtedness that the CRA is permitted to enter into. He further highlighted some of the revisions within the agreement.

Mrs. Lamb added that there seems to be some question about the cost estimate for the garage shifting. Mrs. Lamb clarified that construction costs for the city to build a 300-space parking garage are at $10.5 million, which is the number that has been presented to Council in the past. The higher number being discussed at the County Commission meeting includes construction engineering services, performance bonds, legal fees, etc.

Discussion continued.

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.

Moved by LaRusso/Alfrey for 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. Motion carried unanimously.

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.

Moved by LaRusso/Alfrey for 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. Motion carried unanimously.

Attorney Conley stated that even with this vote, there is a scheduled County Commission item on December 16, there may be additional outreach needed by City Council members.

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)

Mrs. Dittmer reported that 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 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.

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.

The Mayor opened the public hearing.

Lance Scida, Boca Raton, representing the developer, reviewed the proposed site plan, noting that multiple access options have been prepared for access into the Eau Gallie Civic Center. He also added that covered access to the civic center from Highland Avenue up to the building’s loading doors would be provided, as well as covered access from the northwest garage connection to the civic center loading area/sidewalk. With regard to stormwater, Ms. Ghitis stated that a shared stormwater drainage system that includes a dry retention pond and an underground chamber system can be considered “green infrastructure.”

Mrs. Lamb stated that she still has some concerns about the dumpster area, though there are two solutions that can be worked out during construction plan review.

Joseph Ghitis, Hollywood, representing the developer, stated that the developer would be taking care of the maintenance and security of the parking garage and that the development team is in agreement with that concept. He also stated that the team is in agreement the long-term maintenance costs of more than $10,000 being shared between the city and the developer.

Continuing, Mr. Ghitis referenced the proposed $25,000/year lease for the retention pond area at the north part of the site and stated that since the developer is making an investment into the area, his request would be for the city to remove that cost.

Mayor Alfrey stated that he agreed with the request as he has a hard time charging $25,000 per year for this area. He referenced other city properties that are leased for one dollar per year and stated that $25,000 per year is a substantial amount.

Attorney Conley noted that from the beginning, staff has considered whether to charge an annual lease for the use of parking spaces on city property over time or is the cost of annual maintenance comparable enough to say that in lieu of that lease, the developer would cover the maintenance cost. He referenced the Grow America analysis, the concept was to not do an annual lease and instead have the developer cover the maintenance costs. That occurred when the site plan did not include the dry retention pond as previously referenced. With the additional use of land, staff had to consider whether the balance had shifted. He noted that the lease is not necessarily covering only the stormwater aspect of this development; it is an overall analysis of how the shared P3 development site plans to use city property for its own private needs and purposes. In that recalculation, staff decided that the $25,000 value is appropriate.

Moved by LaRusso/Hanley to extend the meeting beyond 11:00 p.m. Motion carried unanimously.

Mayor Alfrey stated his hope that this would be negotiated down in future discussions and noted that since the hotel developer will be responsible for the stormwater infrastructure, that is just another reason to consider the request.

Mr. LaRusso asked if Council should allow staff to continue to negotiate this or if a hard number should be decided on tonight. Attorney Conley stated that his recommendation to Council would be to allow staff to continue to negotiate

Moved by LaRusso/Alfrey to direct staff to proceed with further negotiations 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. Motion carried unanimously.

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)

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

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

Moved by Neuman/Hanley for approval of Ordinance No. 2025-64 based upon the findings contained in the Planning & Zoning Board memorandum. Motion carried unanimously.

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

Ms. Hanley recommended that the second alternate member, Chris Adams, take over the term of Mr. Waters, who has missed a substantial amount of meetings. She also noted that Mr. Zonka’s and Mr. Spann’s attendance on the board has been sporadic. City Clerk Kevin McKeown note that Mr. Spann is the School Board representative on the board; therefore, no action is needed by Council. It was noted that Mr. Zonka’s term is not up and therefore, to remove him from the board would require the public hearing process as previously discussed.

Mr. Neuman discussed the idea of a Chater amendment to give City Council more flexibility in removing advisory board members.

Following discussion, Ms. Hanley nominated Mr. Adams to replace Mr. Waters, recommended Ms. Bailey be reappointed, and nominated Carol Hudgens to become the second alternate member. There were no further nominations.

Moved by Hanley/Neuman to appoint Chris Adams as a regular member; to reappoint Shannon Bailey as a regular member; and appoint Carol Hudgens as an alternate member. Motion carried unanimously. (Terms: Adams and Bailey – December 13, 2025 through December 12, 2028, three-year terms; term of Hudgens: December 9, 2025 through December 2, 2027, unexpired three-year term.)

Added to the agenda:

28. Task Order No. ATK-I-2025-001 to the Continuing Contract for Professional Engineering Services for the Apollo Bridge Repairs, Project No. 64526, AtkinsRealis USA, Inc., Melbourne, FL - $198,769.50

Mr. Ennis reported that on Wednesday November 19th, 2025, the Florida Department of Transportation Bridge Inspection team contacted the City of Melbourne Engineering Department to provide notification that substantial damage had been discovered, on Monday November 17th, 2025, during the recent biannual inspection to the northernmost spans of the Apollo Boulevard Bridge (NO. 705604) over the Eau Gallie River. Their team noted that there was substantial damage that has been caused by fires being set under the northernmost bridge spans.

Engineering staff immediately went out to review the bridge condition and after reviewing the site, it appeared that multiple trash/debris fires had been set underneath or against structural components of the bridge. The fires resulted in significant spalling of the bridge girders in the two northern spans, damage to one of the piers, damage to the suspended stormwater pipe, and girder bearing pads and beam seats along with other ancillary pieces.

A report and request to investigate was then made to both Melbourne Police and Fire Departments.

After reviewing the site, staff requested that the city's Continuing Professional Engineering Services - Infrastructure Consultant, AtkinsRealis, provide a task order to address inspection, testing and repair design necessary to restore the bridge to acceptable condition along with preventing advanced deterioration of the structure.

Moved by Neuman/Bassett to approve establishing Capital Improvement Project No. 64526 and funding in the amount of $250,000 from the Transportation Const-Misc Unappropriated Budget Savings (Fund 60099). Motion carried unanimously.

Moved by Neuman/Alfrey for approval, substantially in the form of, and authorization for the City Manager to execute Task Order No. ATK-I-2025-001 with AtkinsRealis USA, Inc., for professional engineering services for the inspection, testing, analysis and rehabilitation design of the Apollo Bridge Repair

Project to address fire damages, Project No. 64526, in the amount of $198,769.50. Motion carried unanimously.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

There was consensus from Council for staff to provide the attendance records for all volunteer board members. Additionally, Council expressed consensus for the City Attorney to provide options for a potential charter amendment to allow for Council to remove volunteer board members based on certain criteria.

Mr. Neuman requested an update on the class and compensation study, performance reviews, and other items previously mentioned by the City Manager following the completion of the employee survey.

Ms. Bassett received consensus from Council to host a farm share event at the Eddie Lee Taylor Sr. Community Complex on February 6, 2025 as a city event.

Ms. Hanley asked for an item to be placed on the next agenda to extend the hours of Jimmy Moore Park's pickleball courts on Saturdays through April. There were no objections from City Council.

Mr. Smith recommended that the city explore a formal recognition or "thank you" for Ms. Dot to recognize her for her work on her annual Thanksgiving event.

E. ADJOURNMENT

The meeting adjourned at 11:54 p.m.

/s/ Kevin McKeown, City Clerk – January 5, 2026

Approved by Council:

Memorandum

To: Mayor and Council

From: Jenni Lamb, City Manager

Date: January 8, 2026

Subject: City Manager's Report – Meeting of January 13, 2026

Updates:

When the County approved the City-initiated anchoring limitation zones, the plan was for the County to obtain the Florida Department of Environmental Protection and Florida Fish and Wildlife Conservation Commission permits and for the County to install the necessary signage. The County has secured the permits. In late October 2025, the County informed City staff that they would still provide approximately $10,000 in signage but the County did not have a mechanism in place for the sign installation. Engineering Department staff is finalizing specifications for a construction contract for installation, annual maintenance and emergency repair for navigational aids and channel markers. The anticipated advertisement date is January 20, 2026. The contract award and first work order to install the pilings and buoys will come for Council approval this Spring.

Retirements:

Phillip Thompson on December 31, 2025, after 36 years of service.

Upcoming Events:

The Melbourne Police Community Relations Council meeting will be held on Thursday, January 8th, at 6:00 p.m. at Carver Park Community Center.

CITY MANAGER'S ACTIVITY REPORT NOVEMBER 2025

For Activity from November 1 to November 30, 2025

Public Assembly Permits Issued

- 11/1/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 11/1/25 Riverview - TCS Foods - Farmer's Market
- 11/2/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 11/2/25 Eau Gallie Square - EGAD Wild West Fest
- 11/8/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 11/8/25 Riverview - TCS Foods - Farmer's Market
- 11/9/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 11/9/25 Eau Gallie Square - Veterans Memorial 5K
- 11/15/25 Eau Gallie Square - Rocky Water Brewfest
- 11/15/25 Pineapple Park - Carrie Thomas - Farmer's Market
- 11/15/25 Riverview Park - Oddities Market
- 11/16/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 11/22/25 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 11/22/25 Riverview - TCS Foods - Farmer's Market
- 11/23/25 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding

Purchases Approved by the City Manager

- Emergency purchase to repair sewer force main break on Sarno Road, Cathcart Construction - $292,217.
- Purchase of 68 LED Streetlight heads for the Facilities Division, Graybar Electric Company, Inc., Melbourne, FL — estimated amount of $49,609.
- Sixth Amendment for hauling and disposal of Ferric Sulfate Residuals for the Water Production Division. Green Thumb Landscaping Inc., Melbourne, FL — estimated cost of $70,400.
- Purchase Beyond Trust Remote Support Software, Insight Public Sector, Inc., Chandler, AZ - Year-1 price -$12,570.32, 3-year overall cost $37,710.96.
- Purchase Beyond Trust Remote Support Software, Insight Public Sector, Inc., Chandler, AZ - Year-1 price -$12,570.32, 3-year overall cost $37,710.96.
- Purchase of Cisco Secure Endpoint Advantage Tier Subscription with Malware Analytics Cloud, and Standard Support with Presidio Networked Solutions, Orlando, FL - $37,905.
- Purchase five 60" Zero Turn Radius mowers for various divisions, Hustler Turf, Hesston, KS - total amount of $55,415.
- Purchase three replacement trailers for various City Divisions, Texas Trailers, Gainesville, FL - total amount of $55,090.
- Renewal of NetMotion software renewal from Insight Public Sector, Inc. Chandler, AZ - $59,466.45.
- Purchase of a replacement sodium hydroxide tank for the Water Production Division, Odyssey Manufacturing Co., Tampa, FL for an estimated cost of $73,925.

- Purchase of one 15KW trailer-mounted generator for the Water Production Division, ACF Standby Systems - total amount of $19,564.31.
- Family Medical Leave Act (FMLA) administrative services - BASIC Benefits, Milwaukee, WI - Estimated annual amount $18,000.
- Amendment to license agreement for golf course management software, Golf Compete, Inc., a Delaware Corporation dba foreUP, Pleasant Grove, UT - annual cost $11,760 for both courses and total cost $23,520.
- Purchase of replacement sewer lateral cameras for the Wastewater Collections Division, Southern Sewer Equipment, Fort Pierce, FL — estimated cost $58,750.
- Purchase of replacement ground penetrating radar units for the Wastewater Collections Division, Tracer Electronics, Lebanon, TN — estimated cost of $37,624.
- Purchase of replacement 60 HP submersible effluent pump for the Grant Street Water Reclamation Facility, Xylem Water Solutions USA, Inc., Sanford, FL — total estimated cost of $74,048.20.
- Fifth Amendment for disposal of Ferric Sulfate Residuals for the Water Production Division, Florida Recyclers of Brevard LLC, Melbourne, FL — estimated cost of $30,000.

Engineering Activity

Consultant Task Orders

- ***Task Orders Approved by City Manager***
    - Septic to Sewer Conversion, South Riverview Septic to Sewer Conversion, Project No. 32518, Sewer lateral installation, $10,943.25.
    - Annual Roadway Restoration Project, FY26 Annual Striping Program, Work Order No. 26-01, maintenance and replacement of pavement markings and striping, Fausnight Stripe & Line, Inc., $65,000.00.

- ***Task Orders Approved by City Engineer***
    - Longwood Subdivision Roadway Reconstruction and Resurfacing, Project No. 64324, Task Order No. ARD-2025-002 for Pavement and Subsurface Exploration, Ardaman & Associates, Inc., $7,979.00.
    - Tradewinds Subdivision Roadway Reconstruction and Resurfacing, Project No. 64224, Task Order No. ARD-2025-003 for Pavement and Subsurface Exploration, Ardaman & Associates, Inc., $6,620.50.

Development Plan Approvals

- ***Substantially Approved Plans (Pending Pre-construction Meeting)***
    - Florida Recycle and Garden Center, ENGR2024-0024, improvements to Recycle Center and the addition of a 900 SF Garden Center.
    - Burger King Redevelopment, ENGR2025-0011, demolish and rebuild a Burger King at 2500 N Wickham Road.
    - Dutch Bros., UTIL2025-0005, drive thru coffee shop.
    - Dairy Queen, ENGR2025-0016, 2495 N. Wickham Rd.
    - Apollo Providence Place, ENGR2025-0018, 800 Apollo Blvd., the 21,738 square foot building has since been removed. The remaining existing onsite improvements will be removed as part of this project. The proposed improvements consist of a new 4-story, 120-unit affordable housing

apartment building with onsite resident amenities for very low and extremely low-income households. Among other things construction includes new paved parking, onsite stormwater treatment and new utilities to support the development. Refuse needs will be serviced by an onsite dumpster proposed to be rolled out of an indoor enclosure during identified pick up times.

- ***Approved Plans***
  - USA Best Storage, ENGR2024-0032, Boat, RV, Truck and Trailer Parking.
  - Culvert Pipe, UTIL2025-0010, Sewer Force Main, 475 S John Rodes Blvd.

Development Final Inspections

- ***Final Inspections***
  - None.
- ***Certificate of Completions Issued***
  - Fifth Third Bank, ENGR2024-0016, This proposed project consists of an outparcel development to include a +/- 1,900 sf bank.
  - First Watch Dental Office - Pineda Commons, ENGR2024-0041.

Capital Improvement Project Final Inspections

- Stone Magnet Middle School - Safe Route to School (SRTS), Project No. 85422, Sidewalk Improvements - November 19, 2025.

Miscellaneous

- ***Capital Improvement Projects***
  - ***Pre-Construction Meetings***
    - None this period.
- ***Applications Reviewed***
  - Permits/Plans: 123.
  - Right-of-Way Permits Approved: 23.
- Stormwater Maintenance Agreement for Full House Machinery Building Addition, ENGR2025-0009 – City Manager Approval.

Engineering Construction Plan Submittals

- The View at Palm Shores office Building, UTIL2025-0011, 5560 N Hwy 1, Water service connection only.
- Watermill Express, UTIL2025-0012, 2447 N Wickham Rd., Installation of utility services (water, sewer, electric) for a 106 SF unmanned Watermill Express vending station.
- Melbourne Multifamily, ENGR2025-0026, Proposed apartment development consisting of 323 residential units.
- The following four applications were submitted in error. These projects are for utility poles within the right of way and should be submitted as Right of Way Use permits. These applications were voided and application fees returned.
  - SQF A2C0034M MIDCELL, ENGR2025-0027, 505 Cherry St., Install one (1) 34'-9" metal utility pole with 15'-3" extension on top for antennas;

drilled pier foundation; install one (1) equipment cabinet on 3'-6” x 3’-6” concrete slab next to utility pole; install (2) new utility power handholes; 258’ Directional Bore to install one (1) 2” HDPE conduit, 4' of Open-Cut Trench to install one (1) 2" PVC conduit for power from new handhole to equipment cabinet; 6' of open cut trench to install one (1) 4” PVC conduit for power from equipment cabinet to pole & install one (1) 2" schedule 40 conduit from cabinet to utility handhole for installation of fiber; install 2 ground rods one by equipment cabinet and one by the utility pole; remove and restore 60 sq ft of asphalt and 90 sq ft of sod at pole/cabinet location. Pole will be located at 28.099897, -80.613971(A2C0034M).

- SQF A2C0034M MIDCELL, ENGR2025-0028, 4 E Avenue B, Install one (1) 34'-9” metal utility pole with 15'-3” extension on top for antennas; drilled pier foundation; install one (1) equipment cabinet on 3'-6” x 3’-6” concrete slab next to utility pole; install (2) new utility power handholes; 179’ Directional Bore to install one (1) 2” HDPE conduit, 4' of Open-Cut Trench to install one (1) 2" PVC conduit for power from new handhole to equipment cabinet; 6' of open cut trench to install one (1) 4” PVC conduit for power from equipment cabinet to pole & install one (1) 2" schedule 40 conduit from cabinet to utility handhole for installation of fiber; install 2 ground rods one by equipment cabinet and one by the utility pole; remove and restore 180 sq ft of sod at pole/cabinet location Pole will be located at 8.105443, -80.621593(A2C0035M).
- SQF A2C0036M MIDCELL, ENG2025-0029, 368 Babcock St., Install one (1) 34'-9” metal utility pole with 15'-3” extension on top for antennas; drilled pier foundation; install one (1) equipment cabinet on 3'-6” x 3’-6” concrete slab next to utility pole; install (2) new utility power handholes; 297’ Directional Bore to install one (1) 2” HDPE conduit, 4' of Open-Cut Trench to install one (1) 2" PVC conduit for power from new handhole to equipment cabinet; 6' of open cut trench to install one (1) 4” PVC conduit for power from equipment cabinet to pole & install one (1) 2" schedule 40 conduit from cabinet to utility handhole for installation of fiber; install 2 ground rods one by equipment cabinet and one by the utility pole; remove and restore 135 sq ft of sod at pole/cabinet location Pole will be located at 28.113459, -80.622521(A2C0036M).
- SQF A2C0038M MIDCELL, ENGR2025-0030, 3001 Sarno Rd., Install one (1) 34'-9” metal utility pole with 15'-3” extension on top for antennas; drilled pier foundation; install one (1) equipment cabinet on 3'-6” x 3’-6” concrete slab next to utility pole; install (2) new utility power handholes; 86’ Directional Bore, 17’ Open-Cut/Trench to install one (1) 2” HDPE conduit, 4' of Open-Cut Trench to install one (1) 2" PVC conduit for power from new handhole to equipment cabinet; 6' of open cut trench to install one (1) 4” PVC conduit for power from equipment cabinet to pole & install one (1) 2" schedule 40 conduit from cabinet to utility handhole for

installation of fiber; install 2 ground rods one by equipment cabinet and one by the utility pole; remove and restore 25 sq ft of concrete and 115 sq ft of sod at pole/cabinet location Pole will be located at 28.121379, -80.674054(A2C0038M).

Development Activity

Formal Application Submittals

- **Finding of Consistency (FOC2025-0006), Zoning Text Amendment (TEXT2025-0013) and Land Development Regulations Text Amendment (TEXT2025-0014) Administrative Final Plat Approval**: Finding of Consistency, Zoning Text Amendment and Land Development Regulations Text Amendment to City Code, Chapter 2, Administration; Part III, Appendix B, Article IX, Section 4, Planned Unit Development (PUD); and Appendix D, Chapter 8, Subdivision Code, to address recent State of Florida legislative changes (F.S.177.073) to provide administrative approval of final plats.

State Housing Initiatives Partnership (SHIP) Program

- The Homeowner Housing Rehabilitation Program rehabilitation projects at 3323 Henry Street and 2907 Colbert Circle are 100% complete.

Community Development Block Grant (CDBG)

- The Consolidated Annual Performance and Evaluation Report (CAPER) was made available for public review and comment. Public notice was made in the Florida Today Newspaper.

New Construction

- 2145 Avocado Ave, Melbourne, FL 32901, Office Space, Home Wreckers

Certificates of Occupancy

- 158 N Harbor City Blvd Ste 300 Melbourne FL 32935, Build Out, BWX Technology
- 5175 N Wickham Rd Melbourne FL 32940, Bank, Fifth Third Bank
- 5155 N Wickham Rd Melbourne FL 32940, Restaurant, Bojangles

Internet Statistics

- Users – 48,000
- Pageviews – 115,000

Parks and Recreation Rentals

Facility Name	Number of Rentals
Ballard Park Pavilions	11
Brothers Park	0
Crane Park Pavilion	1
Eau Gallie Square	8
Front Street Gazebo	0
Front Street Pavilions	0
Jimmy Moore Pavilion	1
Eddie Lee Taylor, Sr. Park Pavilion	0
Pineapple Park Gazebo	2

Facility Name	Number of Rentals
Riverview Park Pavilions	16
Sherwood Pavilion	0
Southwest Pavilion	0
Wells Park	0
Eau Gallie Civic Center	12
Crane Community Center	1
Front Street Civic Center	20
Joseph N. Davis Community Center	1
Eddie Lee Taylor, Sr. Community Center	7
Melbourne Auditorium	14
Wickham Park Community Center	29

City Employment

New Hires	Separations
Full-time – 12	Full-time – 6
Part-time – 3	Part-time – 1

Code Compliance Services

Fire Prevention Inspections	277
Building Inspections	1284
Building Permits	441
Code Enforcement Inspections	72
Non-permitted Signage	278

Fire Services

Residential	3
Commercial	1
Other	10
Mutual Aid	3
Rescue	1004
Miscellaneous	354
Total Fire Services	1375

Business Tax Receipts Issued

Business Name	Address	Application Date	Business Type	Business Location
Essential Massage And Health Llc	1049 Eber Blvd Unit: 103 Melbourne, Fl 32904	4/3/2025	Massage Therapist	Commercial
Cool-Tech Air And Heat Llc	1707 Pine St Melbourne, Fl 32901	9/10/2025	Contractor: Air Conditioning	Home Base Business
Nami's Korean Bistro Llc	24 S Babcock St Melbourne, Fl 32901	11/4/2025	Restaurants, Cafeterias	Commercial

M3j Enterprises Llc	1819 Riverview Dr Unit: Ste 101-A Melbourne, Fl 32901	11/4/2025	Professional Firm, Office, Clinic	Commercial
Lewis, Michelle A	1819 Riverview Dr Unit: Ste 101-A Melbourne, Fl 32901	11/4/2025	Health Practitioner	Commercial
Qban Coffee Go	999 Mobile Food-Citywide Melbourne, Fl 32901	11/5/2025	Mobile Food Dispensing Vehicle	Commercial
Candelario-Velazquez, Coral	1270 N Wickham Rd Unit: #49 Melbourne, Fl 32935	11/5/2025	Physician	Commercial
Calamaro, Kelsey	1270 N Wickham Rd Unit: #49 Melbourne, Fl 32935	11/5/2025	Health Practitioner	Commercial
Jimenez, Fernando	1270 N Wickham Rd Unit: 9 Melbourne, Fl 32935	11/6/2025	Physician	Commercial
Alfrey Roofing & Repairs Inc	2885 Electronics Dr Unit: C3 Melbourne, Fl 32935	11/7/2025	Professional Firm, Office, Clinic	Commercial
Rebaza, Andre	1270 N Wickham Rd Unit: #49 Melbourne, Fl 32935	11/7/2025	Physician	Commercial
Thrift N Found Llc	1908 Municipal Ln Melbourne, Fl 32901	11/10/2025	Merchants, Retail And Wholesale	Commercial
Wilson, Thomas C	1310 W Eau Gallie Blvd Unit: E Melbourne, Fl 32935	11/10/2025	Physician	Commercial
Wave's Hair Salon Corp	2308 S Babcock St Melbourne, Fl 32901	11/10/2025	Beauty Salon	Commercial
Judy's Mini Donuts Llc	999 Mobile Food-City Of Melbourne	11/12/2025	Mobile Food Dispensing Vehicle	City Wide
Jade Weiting Artistry, Llc	1005 E Strawbridge Av Melbourne, Fl 32901	11/17/2025	Cosmetologist	Commercial
Babcock Bubbles Laundromat Inc	4000 S Babcock St Unit: D Melbourne, Fl 32901	11/17/2025	Laundromats	Commercial
Bump Maternity Llc	909 E New Haven Ave Unit: Ste 201 Melbourne, Fl 32901	11/19/2025	Merchants, Retail And Wholesale	Commercial
Stand Up Paddleboards	1225 E New Haven Av Unit: 101 Melbourne, Fl 32901	11/24/2025	Merchants, Retail And Wholesale	Commercial

R & G Property Management Llc	601 Gardenia Dr Melbourne, Fl 32901	11/25/2025	Business Services	Home Base Business

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	1
Reading Number:	2
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:
First reading of this Ordinance was held at the December 9, 2025 Regular Council Meeting. 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 9th day of December, 2025 and adopted on the second and final reading at a regular meeting of the City Council on the day of , 2026.

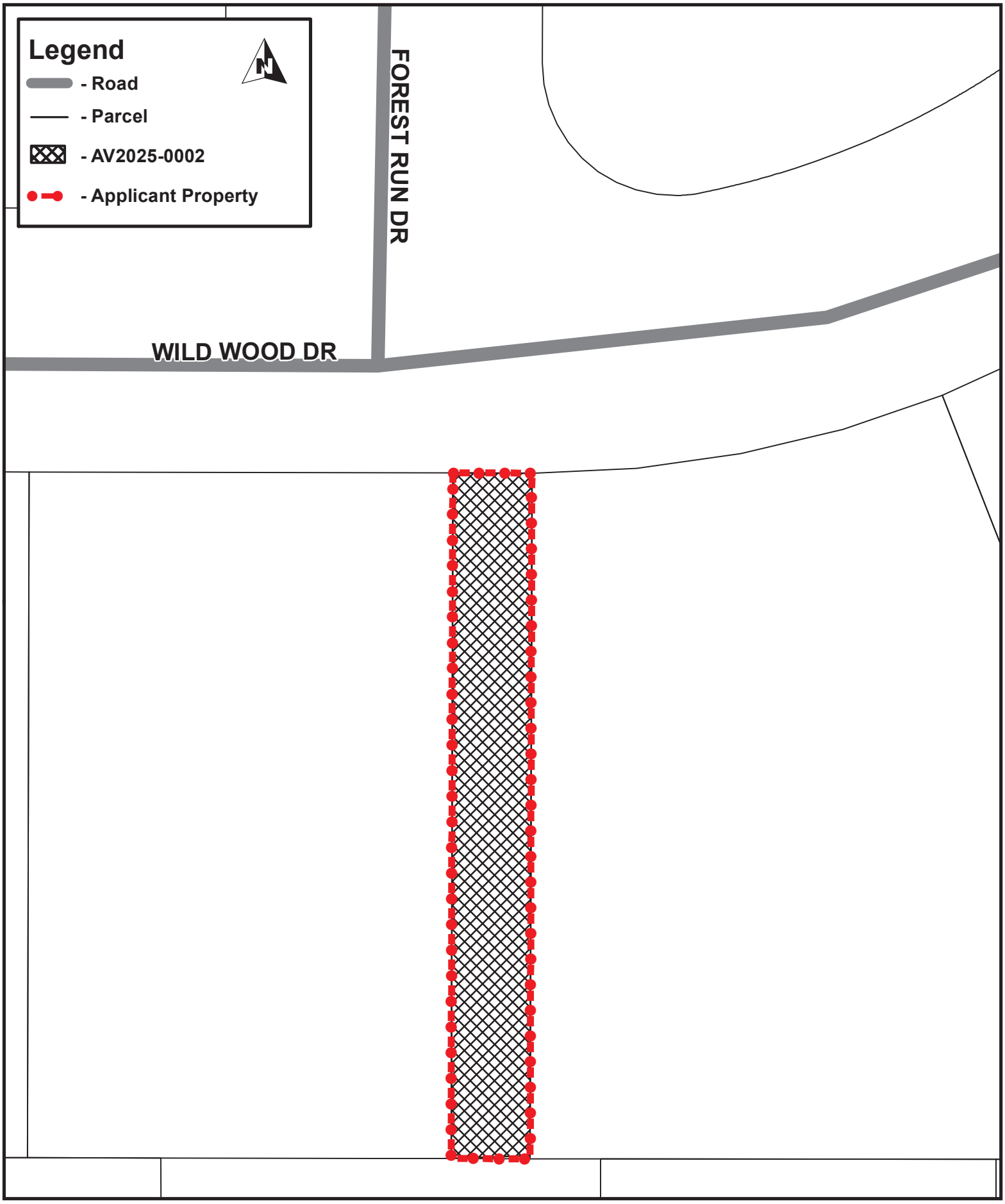
BY: _____
Paul Alfrey, Mayor

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
January 13, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	6
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.9.

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 second 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” of the rezoning request. The condition included a one-year timeframe to “establish the outdoor RV storage use.” The applicant noted that the site will need more than one (1) year for the engineering construction plans and completion of site work. Since City Code allows a formal site plan up to three (3) years to obtain a building permit, staff recommends changing the timeframe for condition “b” from one (1) year to three (3) 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 staff memorandum.

c. Approval of PLAN2024-0019 based upon the findings in the Planning and Zoning Board memorandum and the conditions contained in the staff memorandum.

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



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

480 0 480 Feet

1 inch = 500 feet

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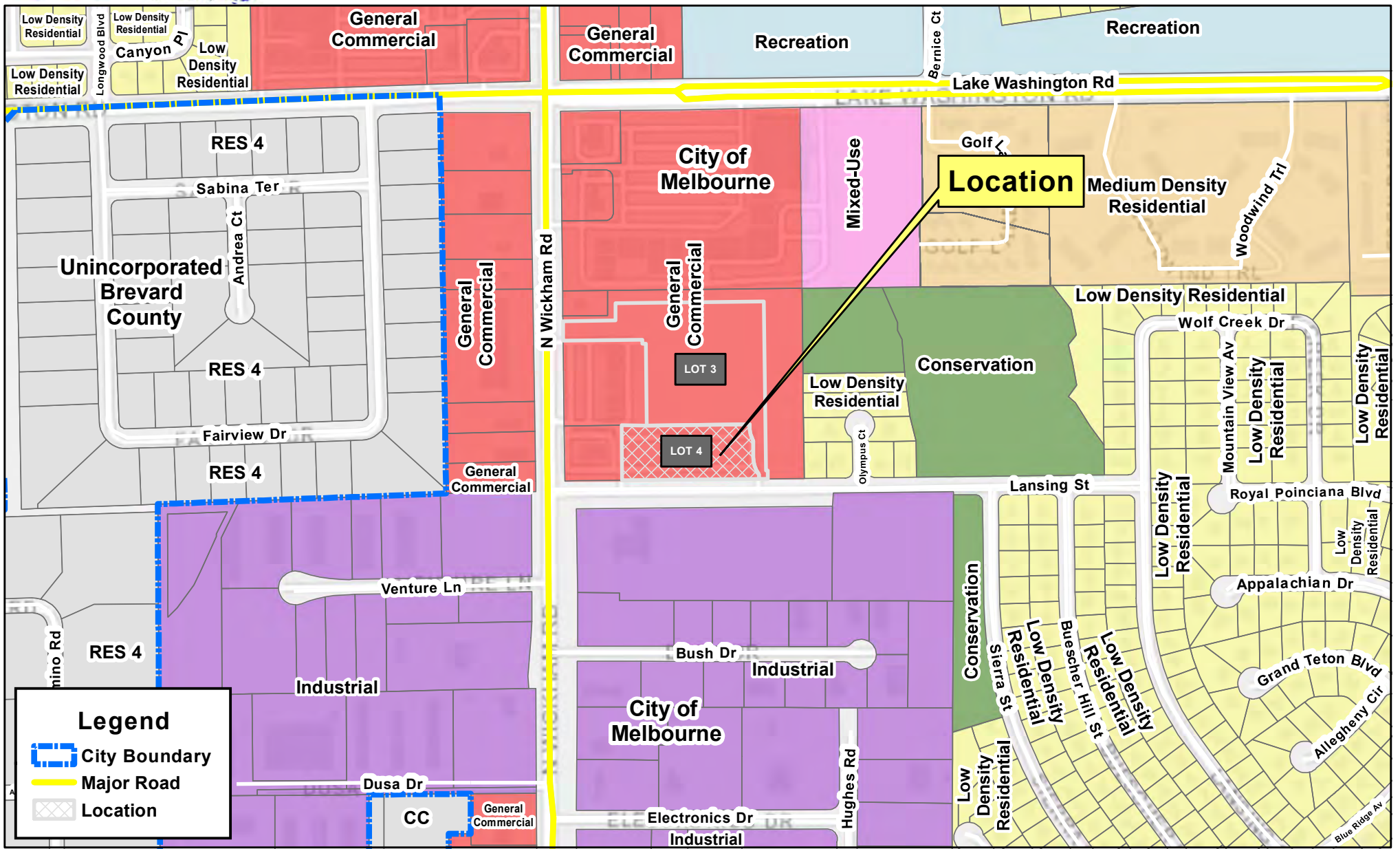
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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 2:27:05 PM
Document Name: LANSING RV LOCATION MAP
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\LANSING RV LOCATION MAP.mxd

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

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

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

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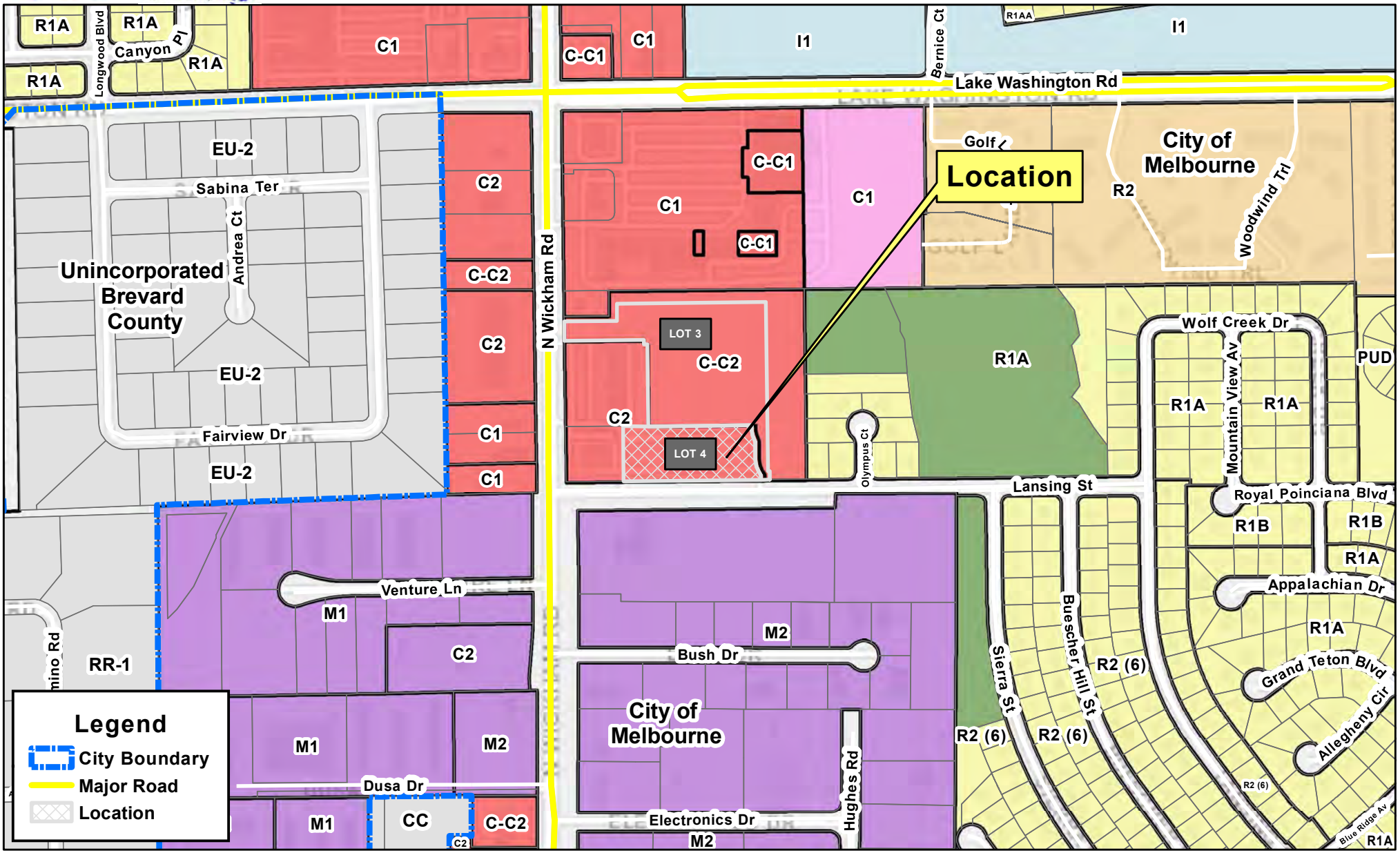
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Department/Division: Community Development Department
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Fax: (321) 608.7719
Email: GIS@mlbfl.org

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

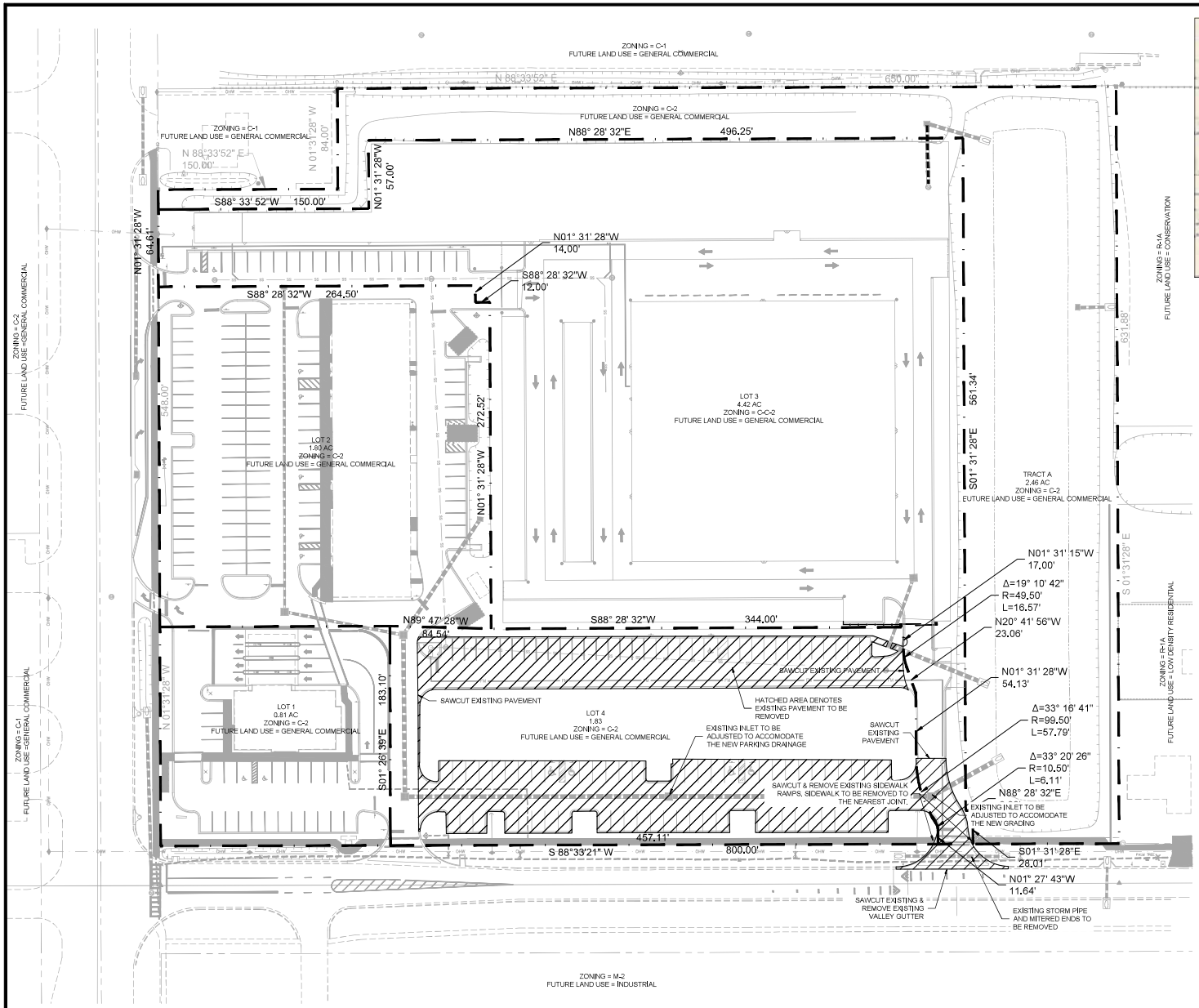
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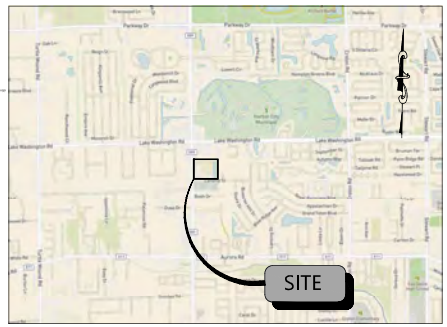


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Title: LANSING RV STORAGE
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 10/30/2025 2:19:08 PM
Document Name: LANSING RV Z MAP
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\LANSING RV Z MAP.mxd

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Email: GIS@mlbfl.org





VICINITY MAP
N.T.S.

TOTAL PROJECT AREA

SCALE: 1"=40'

DEMO NOTES:

1. ALL WATER SERVICES ONSITE SHALL BE CAPPED/PLUGGED AT THE MAIN.
2. ALL SEWER LATERALS SHALL BE CAPPED.
3. ALL EXISTING STORM STRUCTURES WITHIN THE PARKING SHALL REMAIN AND BE ADJUSTED TO THE NEW GRADES.

NO.	BY	DATE	REVISION
1	ASD	11/7/24	Melbourne comments 8/30/24

ARCHANGEL
ENGINEERING & CONSTRUCTION, INC.
RELENTLESS COMMITMENT TO EXCELLENCE
CGC1514499 | EB34499
485 Gus Hipp Blvd, Rockledge, FL 32955
Office: 321.704.8262 Fax: 321.704.8251
WWW.ARCHANGELCG.COM

LANSING SQUARE RV STORAGE

MELBOURNE, FLORIDA

DEMOLITION PLAN

DATE 10/30/2025
SCALE 1"=40'
DESIGNED BY: TO
CHECKED BY: A. OWEN
PROJECT NO.:

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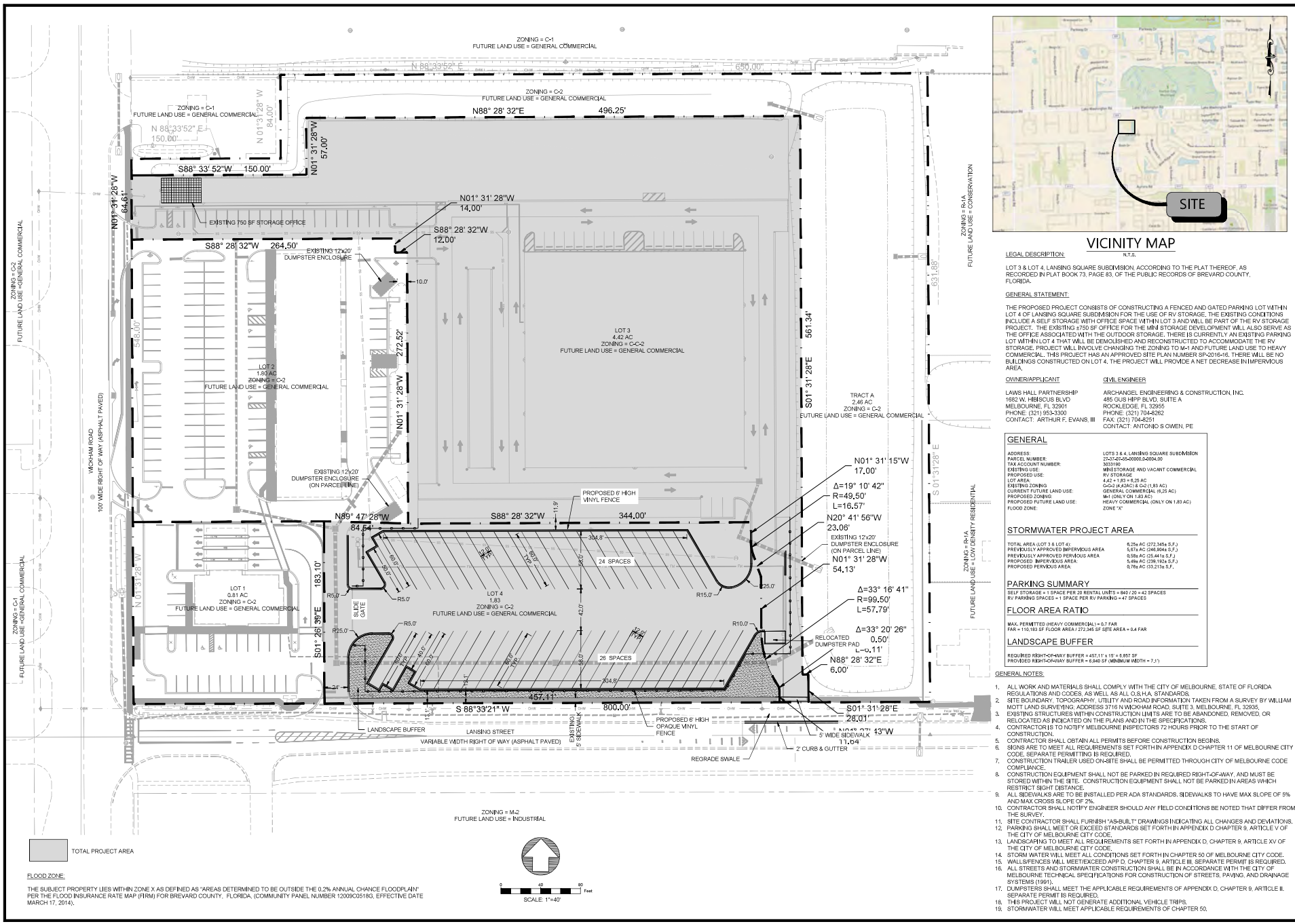
ENGINEER OF RECORD

Antonio S Owen
Digitally signed by Antonio S Owen
Date: 2025.10.30 18:22:38 -04'00'

ANTONIO S. OWEN, P.E.
LICENSE NO. 66362

DRAWING NO.
C1

SHEET 1 OF 1



VICINITY MAP

N.T.S.

LEGAL DESCRIPTION:

LOT 3 & LOT 4, LANSING SQUARE SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 73, PAGE 83, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

GENERAL STATEMENT:

THE PROPOSED PROJECT CONSISTS OF CONSTRUCTING A FENCED AND GATED PARKING LOT WITHIN LOT 4 OF LANSING SQUARE SUBDIVISION FOR THE USE OF RV STORAGE. THE EXISTING CONDITIONS INCLUDE A SELF STORAGE WITH OFFICE SPACE WITHIN LOT 3 AND WILL BE PART OF THE RV STORAGE PROJECT. THE EXISTING ±750 SF OFFICE FOR THE MINI STORAGE DEVELOPMENT WILL ALSO SERVE AS THE OFFICE ASSOCIATED WITH THE OUTDOOR STORAGE. THERE IS CURRENTLY AN EXISTING PARKING LOT WITHIN LOT 4 THAT WILL BE DEMOLISHED AND RECONSTRUCTED TO ACCOMMODATE THE RV STORAGE. PROJECT WILL INVOLVE CHANGING THE ZONING TO M-1 AND FUTURE LAND USE TO HEAVY COMMERCIAL. THIS PROJECT HAS AN APPROVED SITE PLAN NUMBER SP-2016-16. THERE WILL BE NO BUILDINGS CONSTRUCTED ON LOT 4. THE PROJECT WILL PROVIDE A NET DECREASE IN IMPERVIOUS AREA.

OWNER/APPLICANT

LAWS HALL PARTNERSHIP
1682 W. HIBISCUS BLVD
MELBOURNE, FL 32901
PHONE: (321) 953-3300
CONTACT: ARTHUR F. EVANS, III

CIVIL ENGINEER

ARCHANGEL ENGINEERING & CONSTRUCTION, INC.
485 GUS HIPP BLVD, SUITE A
ROCKLEDGE, FL 32955
PHONE: (321) 704-8262
FAX: (321) 704-8251
CONTACT: ANTONIO S OWEN, PE

GENERAL

ADDRESS:	LOTS 3 & 4, LANSING SQUARE SUBDIVISION
PARCEL NUMBER:	27-37-07-05-00000.0-0004.00
TAX ACCOUNT NUMBER:	3033190
EXISTING USE:	MINI STORAGE AND VACANT COMMERCIAL
PROPOSED USE:	RV STORAGE
LOT AREA:	4.42 + 1.83 = 6.25 AC
EXISTING ZONING:	C-C-2 (4.42AC) & C-2 (1.83 AC)
CURRENT FUTURE LAND USE:	GENERAL COMMERCIAL (6.25 AC)
PROPOSED ZONING:	M-1 (ONLY ON 1.83 AC)
PROPOSED FUTURE LAND USE:	HEAVY COMMERCIAL (ONLY ON 1.83 AC)
FLOOD ZONE:	ZONE "X"

STORMWATER PROJECT AREA

TOTAL AREA (LOT 3 & LOT 4):	6.25± AC (272,345± S.F.)
PREVIOUSLY APPROVED IMPERVIOUS AREA	5.67± AC (246,904± S.F.)
PREVIOUSLY APPROVED PERVIOUS AREA	0.58± AC (25,441± S.F.)
PROPOSED IMPERVIOUS AREA:	5.49± AC (239,192± S.F.)
PROPOSED PERVIOUS AREA:	0.76± AC (33,213± S.F.

PARKING SUMMARY

SELF STORAGE = 1 SPACE PER 20 RENTAL UNITS = 840 / 20 = 42 SPACES
RV PARKING SPACES = 1 SPACE PER RV PARKING = 47 SPACES

FLOOR AREA RATIO

MAX. PERMITTED (HEAVY COMMERCIAL) = 0.7 FAR
FAR = 110,183 SF FLOOR AREA / 272,345 SF SITE AREA = 0.4 FAR

LANDSCAPE BUFFER

REQUIRED RIGHT-OF-WAY BUFFER = 457.11'x 15' = 6,857 SF
PROVIDED RIGHT-OF-WAY BUFFER = 6,940 SF (MINIMUM WIDTH = 7.1')

GENERAL NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF MELBOURNE, STATE OF FLORIDA REGULATIONS AND CODES, AS WELL AS ALL O.S.H.A. STANDARDS.
2. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY WILLIAM MOTT LAND SURVEYING, ADDRESS 3716 N WICKHAM ROAD, SUITE 3, MELBOURNE, FL 32935.
3. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED, OR RELOCATED AS INDICATED ON THE PLANS AND IN THE SPECIFICATIONS.
4. CONTRACTOR IS TO NOTIFY MELBOURNE INSPECTORS 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
5. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.
6. SIGNS ARE TO MEET ALL REQUIREMENTS SET FORTH IN APPENDIX D CHAPTER 11 OF MELBOURNE CITY CODE. SEPARATE PERMITTING IS REQUIRED.
7. CONSTRUCTION TRAILER USED ON-SITE SHALL BE PERMITTED THROUGH CITY OF MELBOURNE CODE COMPLIANCE.
8. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN REQUIRED RIGHT-OF-WAY, AND MUST BE STORED WITHIN THE SITE. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN AREAS WHICH RESTRICT SIGHT DISTANCE.
9. ALL SIDEWALKS ARE TO BE INSTALLED PER ADA STANDARDS. SIDEWALKS TO HAVE MAX SLOPE OF 5% AND MAX CROSS SLOPE OF 2%.
10. CONTRACTOR SHALL NOTIFY ENGINEER SHOULD ANY FIELD CONDITIONS BE NOTED THAT DIFFER FROM THE SURVEY.
11. SITE CONTRACTOR SHALL FURNISH "AS-BUILT" DRAWINGS INDICATING ALL CHANGES AND DEVIATIONS.
12. PARKING SHALL MEET OR EXCEED STANDARDS SET FORTH IN APPENDIX D CHAPTER 9, ARTICLE V OF THE CITY OF MELBOURNE CITY CODE.
13. LANDSCAPING TO MEET ALL REQUIREMENTS SET FORTH IN APPENDIX D, CHAPTER 9, ARTICLE XV OF THE CITY OF MELBOURNE CITY CODE.
14. STORM WATER WILL MEET ALL CONDITIONS SET FORTH IN CHAPTER 50 OF MELBOURNE CITY CODE.
15. WALLS/FENCES WILL MEET/EXCEED APP D, CHAPTER 9, ARTICLE III. SEPARATE PERMIT IS REQUIRED.
16. ALL STREETS AND STORMWATER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF MELBOURNE TECHNICAL SPECIFICATIONS FOR CONSTRUCTION OF STREETS, PAVING, AND DRAINAGE SYSTEMS (1991).
17. DUMPSTERS SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II. SEPARATE PERMIT IS REQUIRED.
18. THIS PROJECT WILL NOT GENERATE ADDITIONAL VEHICLE TRIPS.
19. STORMWATER WILL MEET APPLICABLE REQUIREMENTS OF CHAPTER 50.

FLOOD ZONE:

THE SUBJECT PROPERTY LIES WITHIN ZONE X AS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN" PER THE FLOOD INSURANCE RATE MAP (FIRM) FOR BREVARD COUNTY, FLORIDA, (COMMUNITY PANEL NUMBER 12009C0518G, EFFECTIVE DATE MARCH 17, 2014).

NO.	BY	DATE	REVISION
1	ASO	11/7/24	Melbourne comments 8/30/24

ARCHANGEL
ENGINEERING & CONSTRUCTION, INC.
RELENTLESS COMMITMENT TO EXCELLENCE
COA: C13149 | LB: 8034
485 Gus Hipp Blvd, Suite A, Rockledge, FL 32955
Office: 321.704.8262 Fax: 321.704.8251
WWW.ARCHANGELCOM

LANSING SQUARE RV STORAGE

MELBOURNE, FLORIDA

SITE PLAN

DATE: 10/30/2025
SCALE: 1"=40'
DESIGNED BY: TO
CHECKED BY: A. OWEN
PROJECT NO.:

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ENGINEER OF RECORD

ANTONIO S. OWEN, P.E.
LICENSE NO. 66362

DRAWING NO.: C2

SHEET 1 OF 1

ORDINANCE NO. 2025-53

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; MAKING FINDINGS; AMENDING APPENDIX D, CHAPTER 4, SECTION 4.04 OF THE CITY CODE; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM GENERAL COMMERCIAL TO HEAVY COMMERCIAL ON A 1.83±-ACRE PORTION (LOT 4) OF AN OVERALL 6.25±-ACRE PROPERTY (LOTS 3 AND 4) OF THE LANSING SQUARE COMMERCIAL SUBDIVISION, LOCATED ON THE NORTH SIDE OF LANSING STREET, EAST OF NORTH WICKHAM ROAD AND SOUTH OF LAKE WASHINGTON ROAD; PROVIDING FOR A CONDITION OF APPROVAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2024-0013)

WHEREAS, after careful review and a public hearing before the Local Planning Agency, the Local Planning Agency has recommended adoption of an amendment to the Comprehensive Plan; and

WHEREAS, the City Council offered an opportunity for the public to comment by holding public hearings on November 25 and December 9, 2025, with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the City Council hereby determines that the intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water and other resources; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics and general welfare; prevent the over-crowding of land; avoid the undue concentration of population; provide adequate and energy efficient transportation, water, sewage, drainage, fire protection, law enforcement and other services, facilities and resources; and conserve and protect natural resources within the City while protecting private property rights.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Appendix D, Chapter 4, Section 4.04 of the City Code of Melbourne is hereby amended to read as follows:

Sec. 4.04. Adoption of comprehensive plan.

The city's comprehensive plan consists of the one volume book adopted by Ordinance No. 2009-48 on January 12, 2010 entitled Comprehensive Plan - City of Melbourne, January 2010; which comprehensive plan includes ten elements entitled Future Land Use, Public School Facilities, Transportation, Housing, Infrastructure, Coastal Management, Conservation, Recreation and Open Space, Intergovernmental Coordination, and Capital Improvements, an introduction/definition section, and a map atlas, together with amendments adopted by Ordinance No. 2010-10, adopted March 9, 2010; Ordinance No. 2010-28, adopted July 13, 2010; Ordinance No. 2010-31 and Ordinance No. 2010-32, adopted June 22, 2010; Ordinance No. 2010-54 and Ordinance No. 2010-57, adopted December 14, 2010; Ordinance No. 2011-22, Ordinance No. 2011-24, and Ordinance No. 2011-25, adopted July 12, 2011; Ordinance No. 2011-43, adopted September 20, 2011; Ordinance No. 2011-48, adopted October 11, 2011; Ordinance No. 2012-03, adopted January 24, 2012; Ordinance No. 2012-08, adopted February 28, 2012; Ordinance No. 2012-16, adopted April 24, 2012; Ordinance No. 2013-14, Ordinance No. 2013-16, Ordinance No. 2013-17, and Ordinance No. 2013-18 adopted March 26, 2013; Ordinance No. 2013-28, adopted April 23, 2013; Ordinance No. 2013-40, adopted June 25, 2013; Ordinance No. 2013-56 adopted October 22, 2013; Ordinance No. 2013-63, adopted December 10, 2013; Ordinance No. 2014-01 and Ordinance No. 2014-05, adopted January 28, 2014; Ordinance No. 2014-22, Ordinance No. 2014-23, and Ordinance No. 2014-25, adopted May 13, 2014; Ordinance No. 2014-37, adopted July 8, 2014; Ordinance No. 2014-49, adopted September 11, 2014; Ordinance No. 2014-61 and Ordinance No. 2014-64, adopted November 11, 2014; Ordinance No. 2015-19, adopted May 26, 2015; Ordinance No. 2015-21, adopted June 9, 2015; Ordinance No. 2015-24, adopted July 14, 2015; Ordinance No. 2015-36, Ordinance No. 2015-38, and Ordinance No. 2015-41, adopted September 8, 2015; Ordinance No. 2016-11 and Ordinance No. 2016-12, adopted March 8, 2016; Ordinance No. 2016-31 and Ordinance No. 2016-38, adopted June 14, 2016; Ordinance No. 2016-40, adopted July 12, 2016; Ordinance No. 2016-47, adopted July 26, 2016; Ordinance No. 2016-59, adopted September 15, 2016; Ordinance No. 2016-64, adopted September 29, 2016; Ordinance No. 2016-06, adopted October 11, 2016; Ordinance No. 2016-69, adopted October 25, 2016; Ordinance No. 2016-76, adopted January 10, 2017; Ordinance No. 2017-03, adopted February 14, 2017; Ordinance No. 2017-08, adopted February 28, 2017; Ordinance No. 2017-18, adopted April 11, 2017; Ordinance No. 2017-34, adopted July 25, 2017; Ordinance No. 2017-47, adopted October 10, 2017; Ordinance No. 2017-58 and Ordinance No. 2017-61, adopted December 12, 2017; Ordinance No. 2018-06 and Ordinance No. 2018-09, adopted February 27, 2018; Ordinance No. 2018-23, adopted May 22, 2018; Ordinance No. 2018-21, adopted July 10, 2018; Ordinance No. 2018-31, adopted August 14, 2018; Ordinance No. 2018-51, Ordinance No. 2018-54, and Ordinance No. 2018-57, adopted November 27, 2018; Ordinance No. 2019-09, adopted February 26, 2019; Ordinance No. 2019-24, adopted April 23, 2019; Ordinance No. 2019-42 and Ordinance No. 2019-43, adopted September 25, 2019; Ordinance No. 2020-02, Ordinance No. 2020-05, Ordinance No. 2020-08 and Ordinance No. 2020-13, adopted January 28, 2020; Ordinance No. 2020-19, adopted February 25, 2020; Ordinance No. 2020-25, adopted

March 24, 2020; Ordinance No. 2020-39, adopted August 11, 2020; Ordinance No. 2021-15, adopted March 23, 2021; Ordinance No. 2021-24 and Ordinance No. 2021-27, adopted July 13, 2021; Ordinance No. 2021-33, adopted July 27, 2021; Ordinance No. 2021-46, adopted October 26, 2021; Ordinance No. 2022-03, adopted February 8, 2022; Ordinance No. 2022-10 and Ordinance No. 2022-13, adopted April 12, 2022; Ordinance No. 2022-14, adopted April 26, 2022; Ordinance No. 2022-19 and Ordinance No. 2022-22, adopted May 24, 2022; Ordinance No. 2022-36, adopted August 23, 2022; Ordinance No. 2022-39, adopted September 13, 2022; Ordinance No. 2022-44, adopted October 25, 2022; Ordinance No. 2022-50 and Ordinance No. 2022-53, adopted November 22, 2022; Ordinance No. 2023-01, adopted January 24, 2023; Ordinance No. 2023-09, adopted March 28, 2023; Ordinance No. 2023-12, adopted April 11, 2023; Ordinance No. 2023-20, adopted June 13, 2023; Ordinance No. 2023-31, adopted October 24, 2023; Ordinance No. 2024-02 and Ordinance No. 2024-05, adopted January 23, 2024; Ordinance No. 2024-14 and Ordinance No. 2024-16, adopted March 26, 2024; Ordinance No. 2024-25, adopted May 28, 2024; Ordinance No. 2024-35, adopted June 11, 2024; Ordinance No. 2024-41, adopted August 13, 2024; Ordinance No. 2024-50, adopted September 11, 2024; Ordinance No. 2024-54, adopted September 25, 2024; Ordinance No. 2024-58, adopted October 8, 2024; Ordinance No. 2024-62 and Ordinance No. 2024-65, adopted October 22, 2024; Ordinance No. 2025-02, adopted January 28, 2025; Ordinance No. 2025-11, adopted March 11, 2025; Ordinance No. 2025-14, adopted March 25, 2025; Ordinance No. 2025-20 and Ordinance No. 2025-21, adopted April 22, 2025; Ordinance No. 2025-25, adopted June 10, 2025; Ordinance No. 2025-32, adopted July 22, 2025; Ordinance No. 2025-43, adopted September 24, 2025; ~~and~~ Ordinance No. 2025-47, adopted October 14, 2025; and Ordinance No. 2025-53, adopted 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 9th day of December, 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

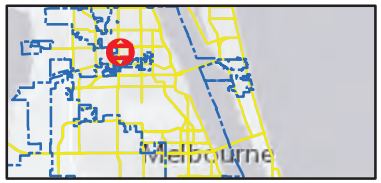
[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2025-53

LANSING RV STORAGE
LOCATION MAP
MAP2024-0013

mGIS | City of Melbourne The Harbor City

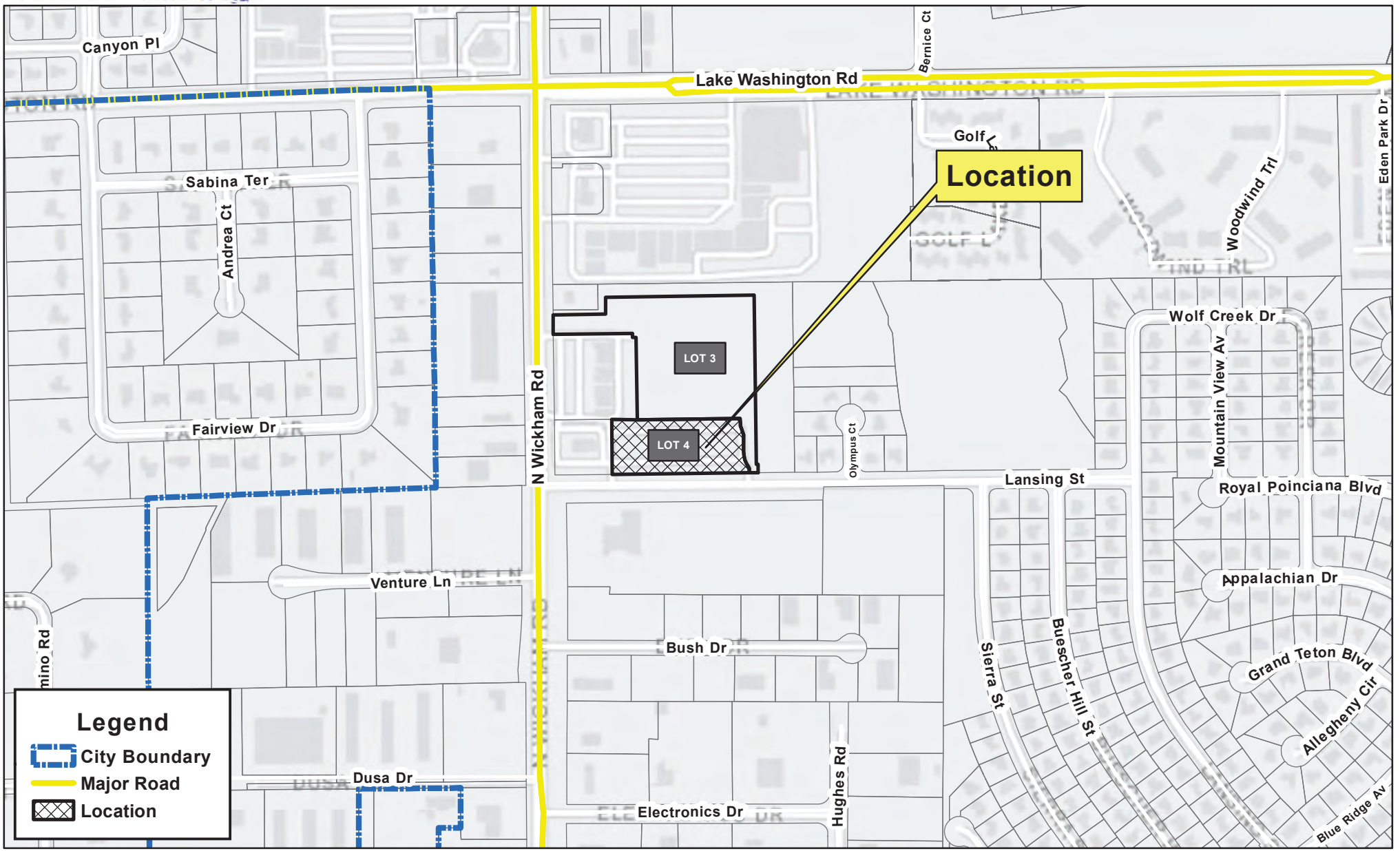


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GIS Portal: *https://maps.mlbfl.org/arcgis*
ArcGIS Online: *https://mgis.maps.arcgis.com*

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
900 E Strawbridge Av Room 324
Melbourne, FL 32901
P: (321) 608.7700
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 9th day of December, 2025, and adopted on the 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. 2025-54

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	2
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.10.

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.
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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.

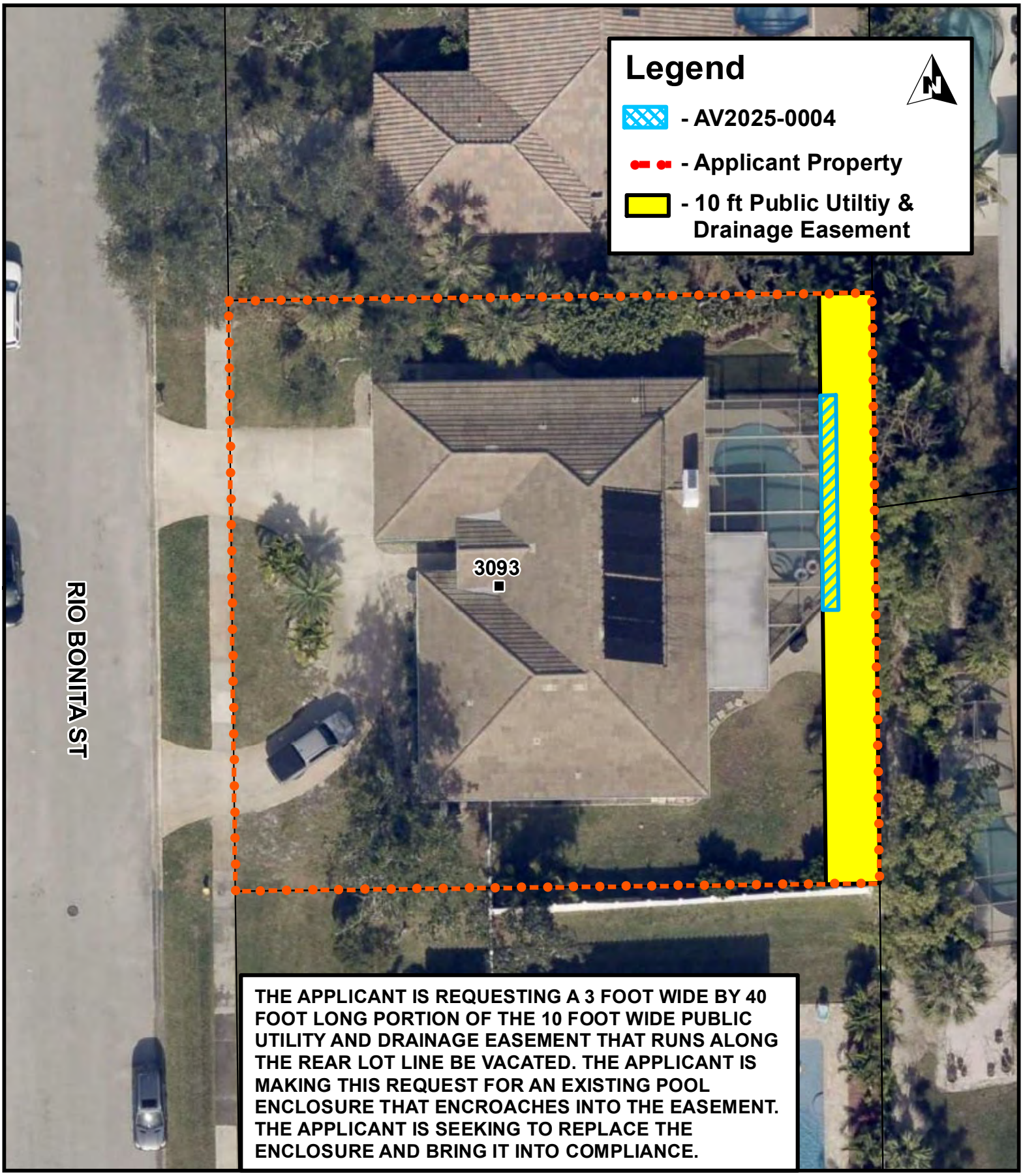
Abandon and Vacate the 3.00 foot wide by 40.00 foot long portion of the 10.00 foot wide public utility and drainage easement, as described below:

> 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 9th day of December, 2025 and adopted on the second and final reading at a regular meeting of the City Council on the day of , 2026.

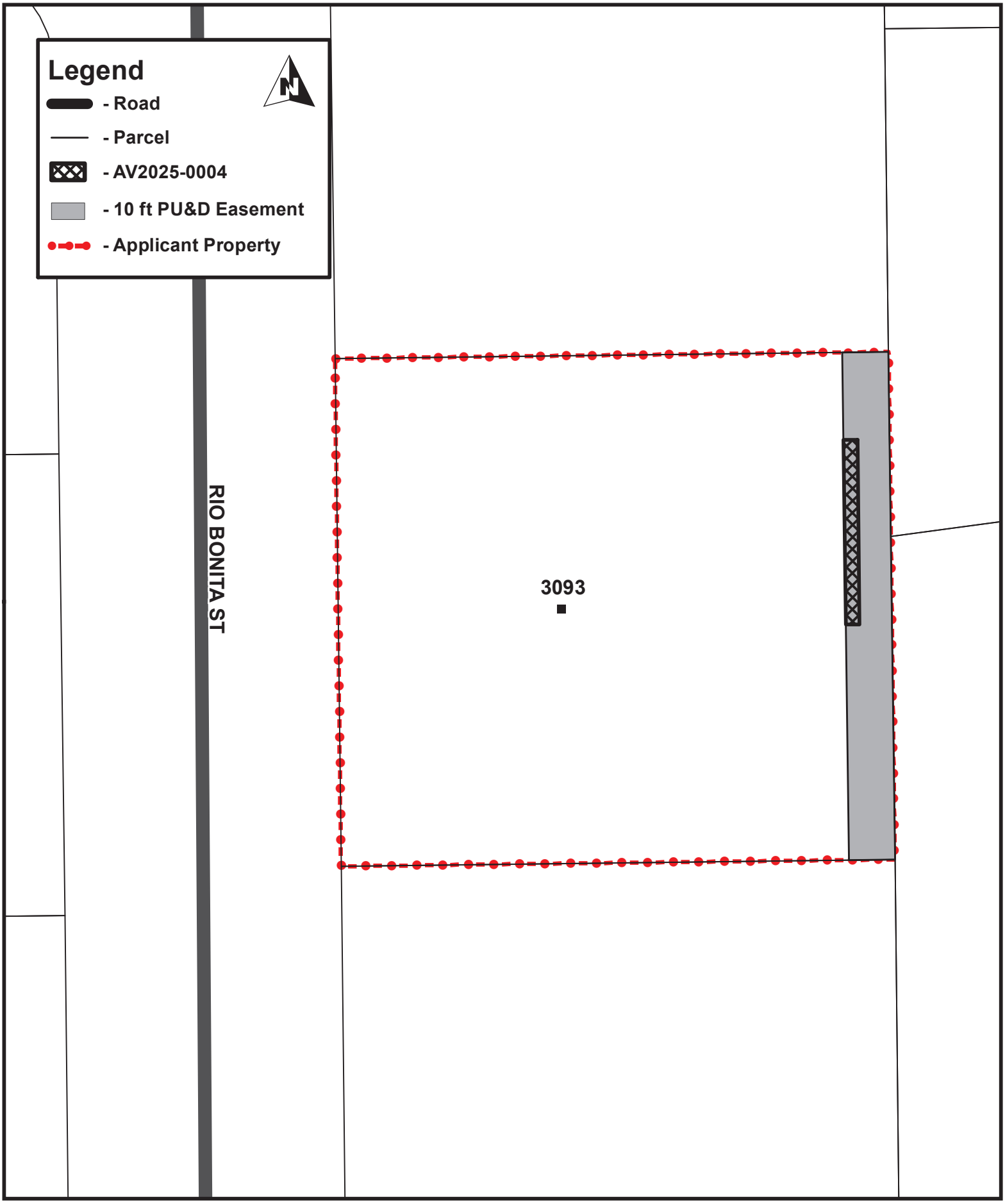
BY: _____
Paul Alfrey, Mayor

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
January 13, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cindy Dittmer
Council District:	1
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.11.

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 second 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.

Second Reading Update - 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. The petitions were signed by 16 property owners who represent 0.03% of the land area within 500 feet of the rezoning and comprehensive plan map amendment requests. Since this is below the required 20% threshold, a 6/7ths vote of City Council will not be required for approval of either request during the second reading of the ordinances.

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, 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: **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. The petition was signed by 16 property owners who represent 0.03% of the land area within 500 feet of the rezoning and comprehensive plan map amendment requests. Since this

is below the required 20% threshold, a 6/7ths vote of City Council will not be required for approval of the zoning request during the second reading of 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.

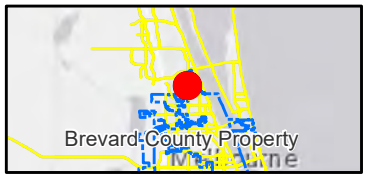
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4. The proposed buildings shall be substantially consistent with the rendering submitted by the applicant.

Respectively Submitted,

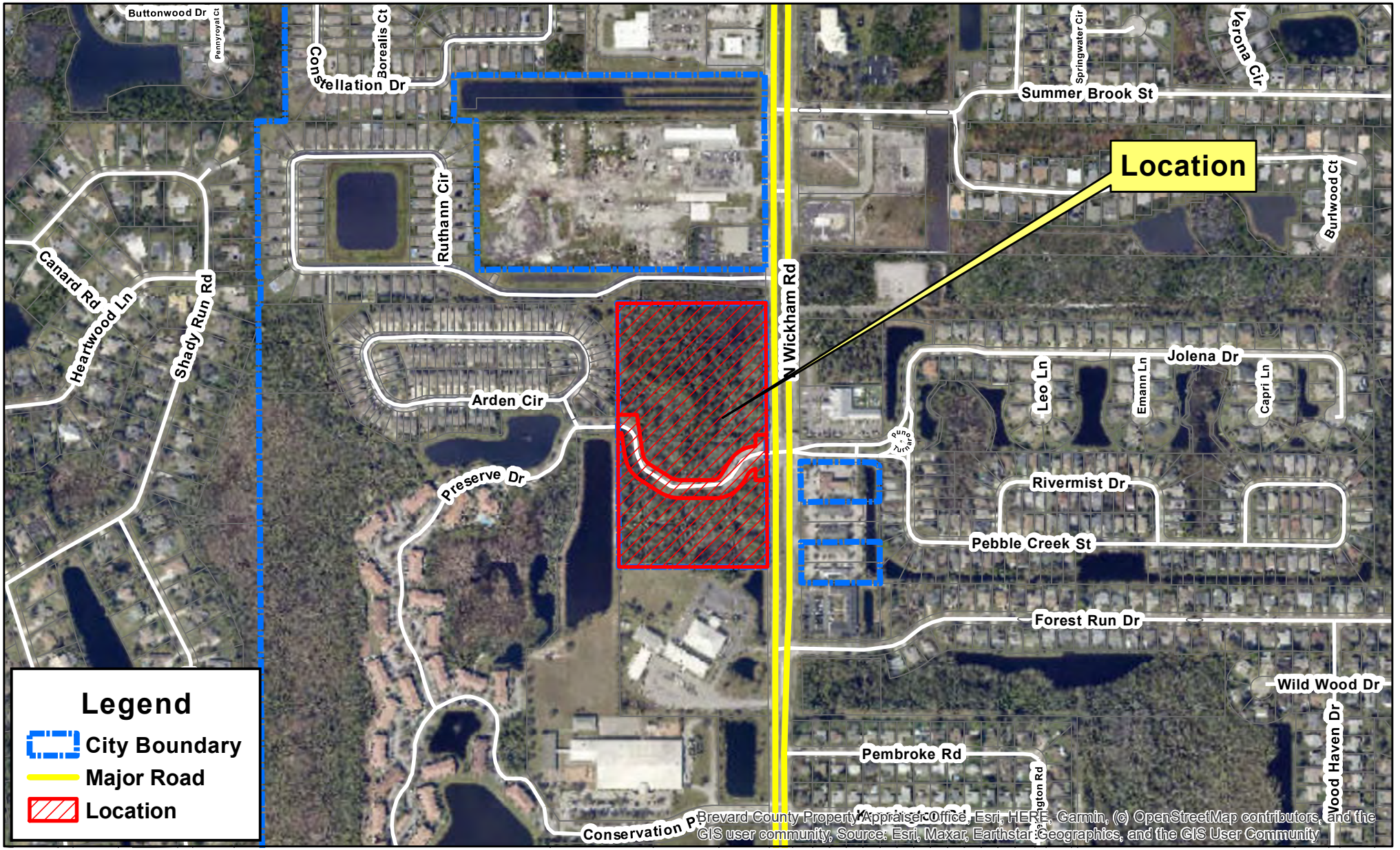
for
Yvonne Minus, Chair
Planning and Zoning Board

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

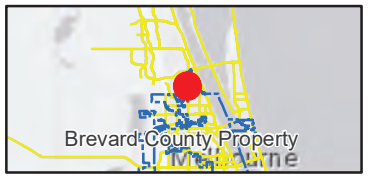


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Title: PRESERVE DRIVE MULTIFAMILY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/4/2025 4:54:40 PM
Document Name: Preserve Drive LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Preserve Drive LOCATION Map.mxd

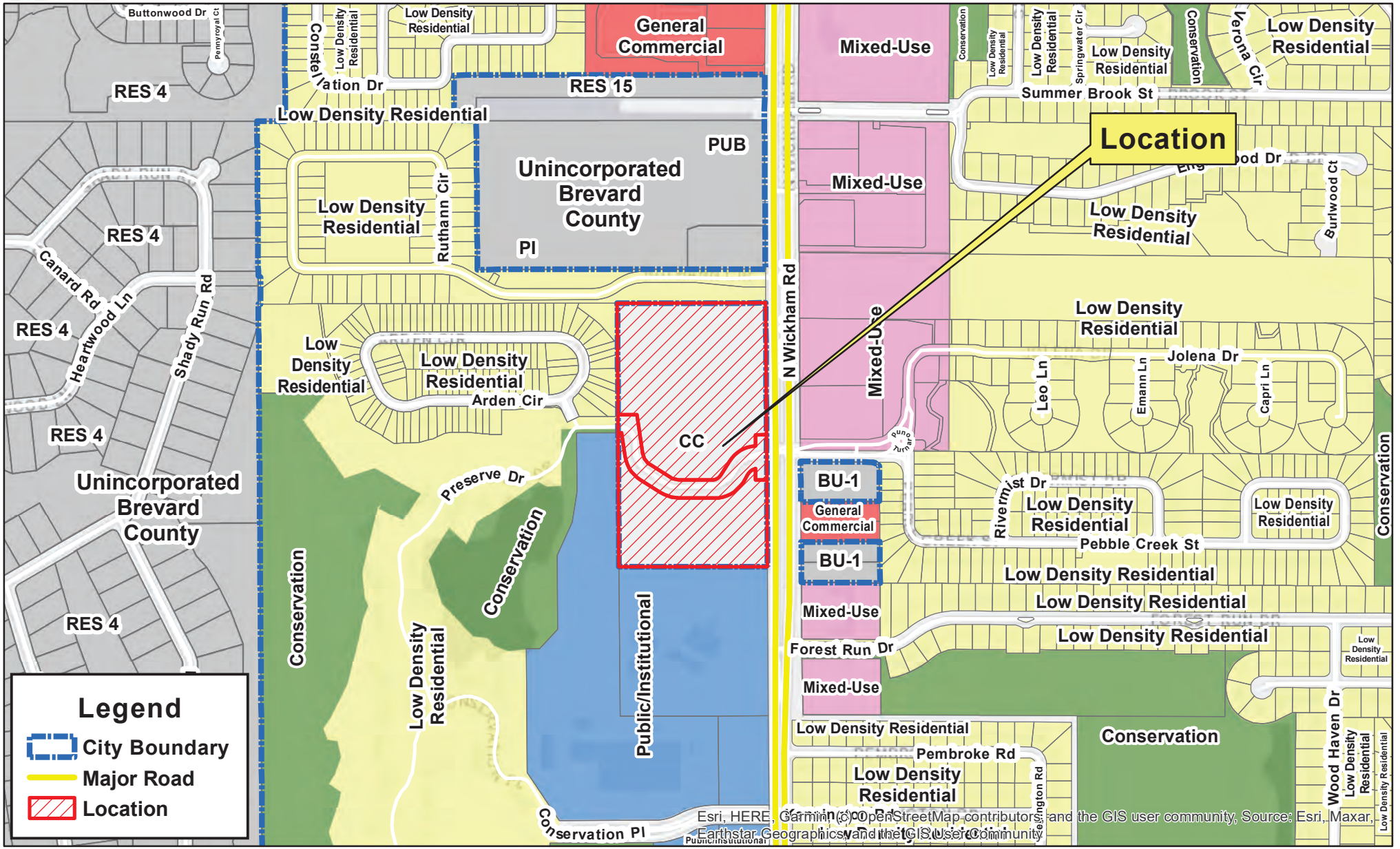
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PRESERVE DRIVE MULTIFAMILY
FUTURE LAND USE MAP
ANNX2024-0009 | MAP2024-0030 | MAP2024-0031 | PLAN2024-0026 | WVS2025-0001



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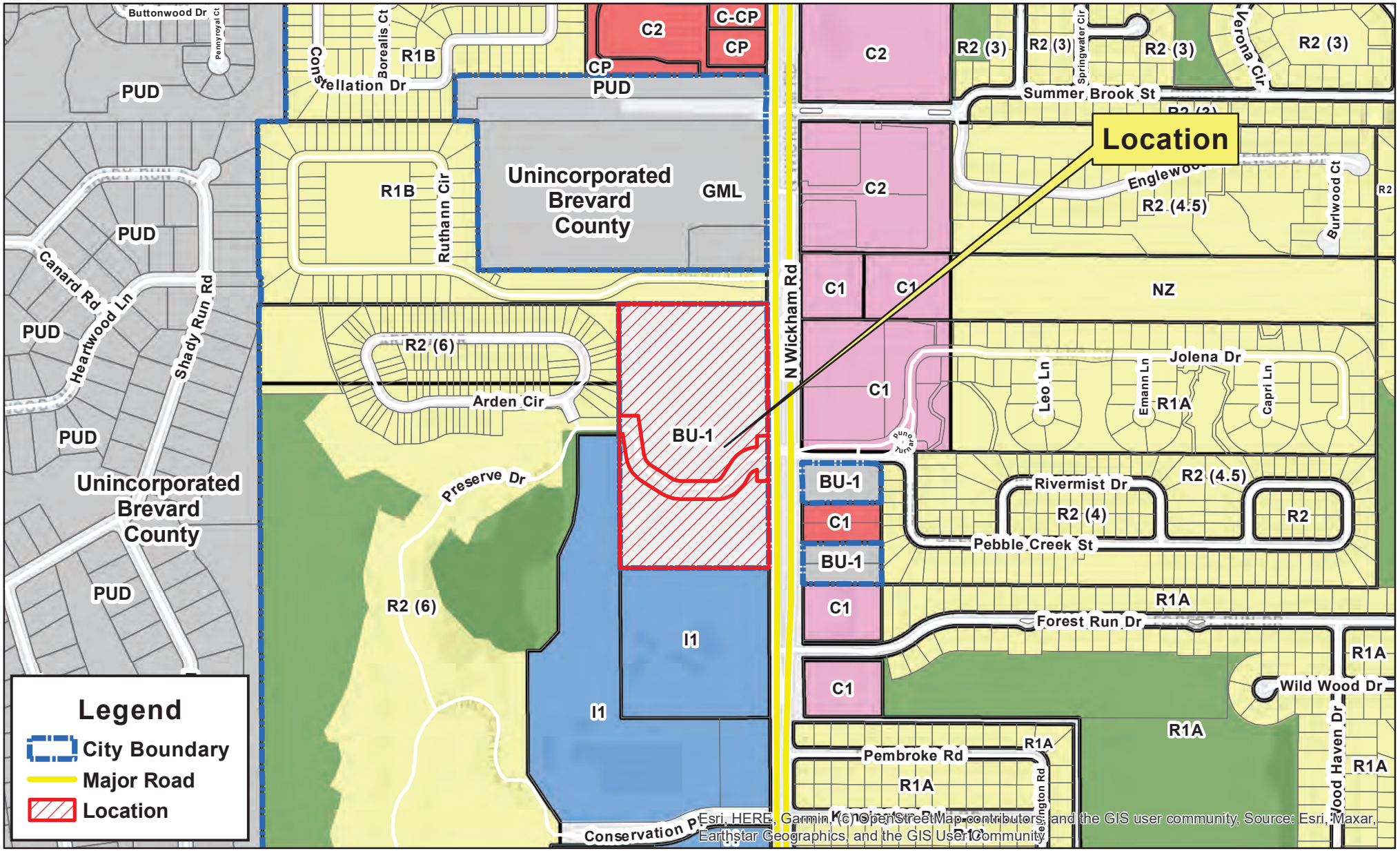
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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/14/2025 3:06:48 PM
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Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Preserve 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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Title: PRESERVE DRIVE MULTIFAMILY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/14/2025 3:05:01 PM
Document Name: Preserve Drive FLU Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Preserve Drive FLU 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

FORMAL SITE PLAN

FOR

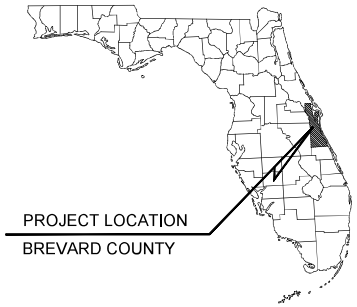
PRESERVE DRIVE MULTIFAMILY

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

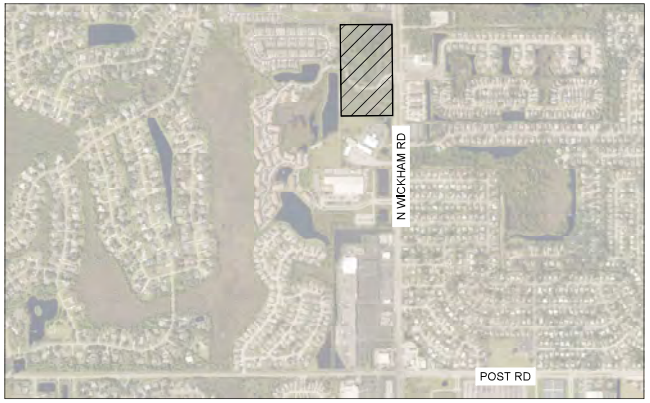
AND AS DESCRIBED AS

"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

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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.

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Tyler J Enright

No.	REVISIONS	DATE	BY
2	BREVARD COUNTY COMMENTS 2	10/31/2025	
1	BREVARD COUNTY COMMENTS 1	09/30/2025	

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FL LICENSE NUMBER 97824
DATE: _____

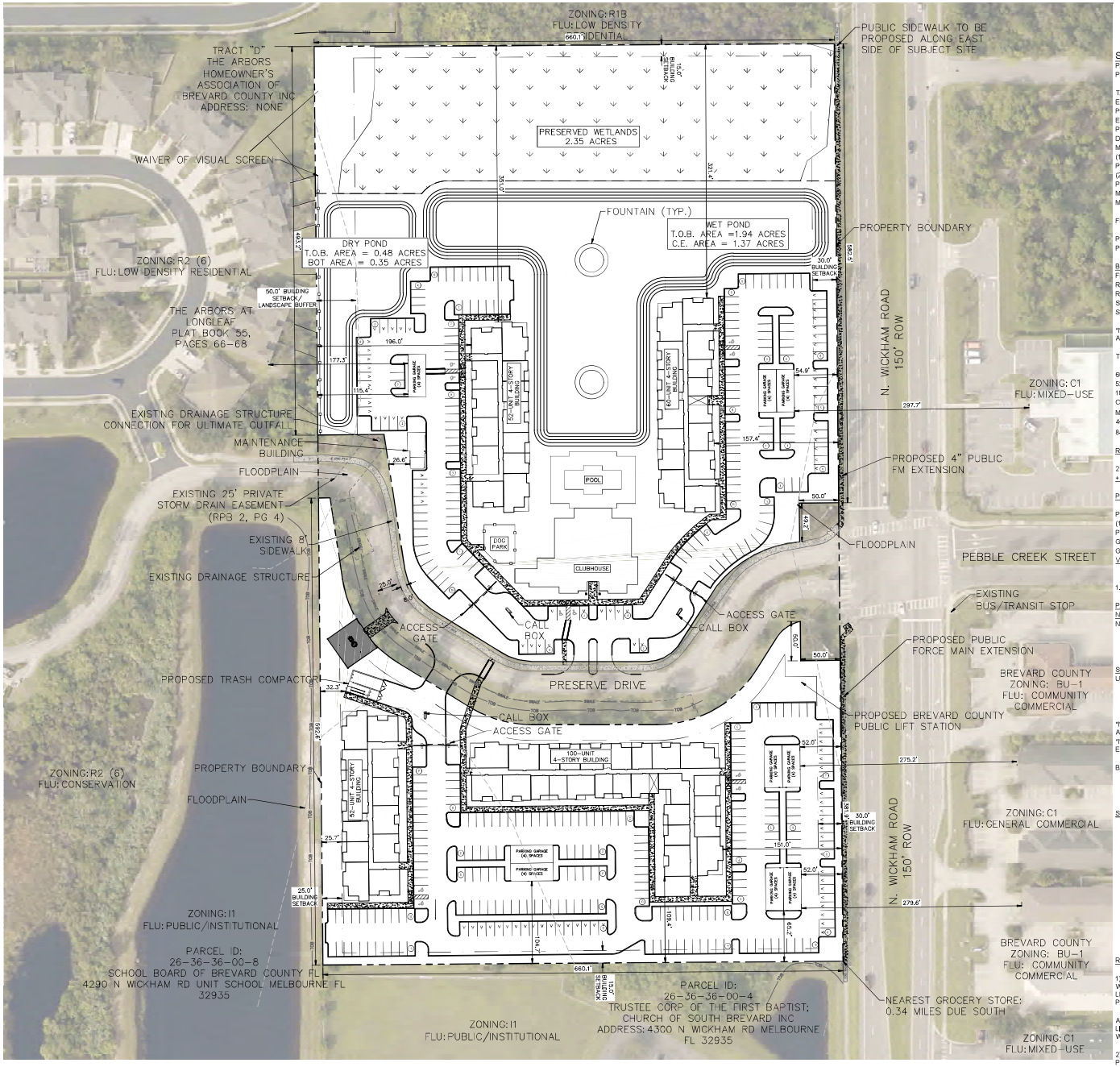
KHA PROJECT 145246002
DATE 10/23/2025
SCALE AS SHOWN
DESIGNED BY TJE
DRAWN BY JRP
CHECKED BY TJE

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:\VRB_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	
1	BREVARD COUNTY COMMENTS 1	09/30/2025	

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DATE 10/23/2025
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CHECKED BY TJE

OVERALL SITE PLAN

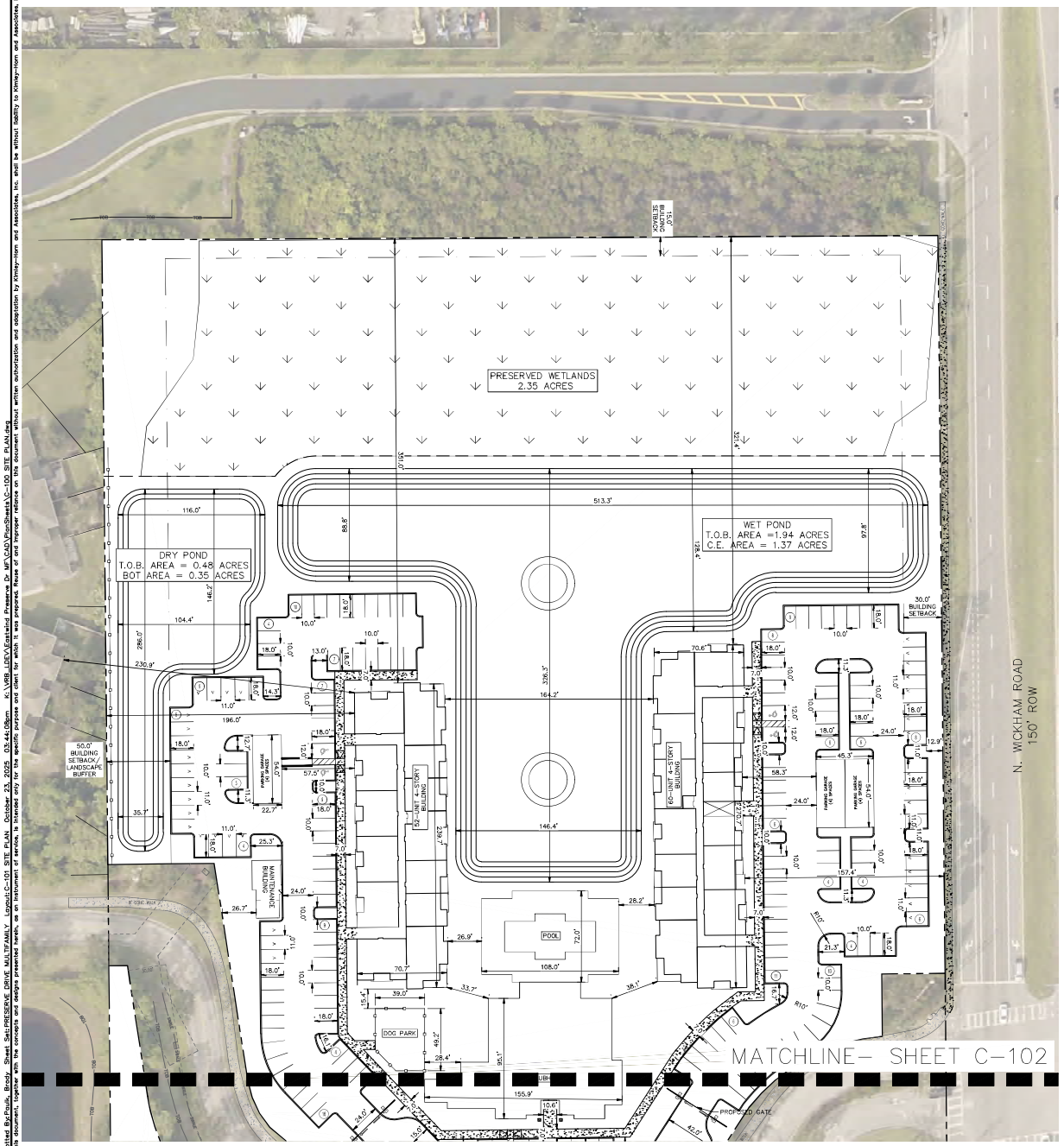
PRESERVE DRIVE MULTIFAMILY

PREPARED FOR EASTWIND

CITY OF MELBOURNE FL

SHEET NUMBER C-100

Plotted By:Paulk, Brody, Sheet Set:PRESERVE DRIVE MULTIFAMILY, Layout:C-100 OVERALL SITE PLAN, October 23, 2025 - 03:43:29pm, K:\MRB_LDEV\Eastwind Preserve Dr, MLV\040\Plan Sheets\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

NO.	REVISIONS	DATE	BY
1	BREVARD COUNTY COMMENTS 1	09/30/2025	
2	BREVARD COUNTY COMMENTS 2	10/31/2025	

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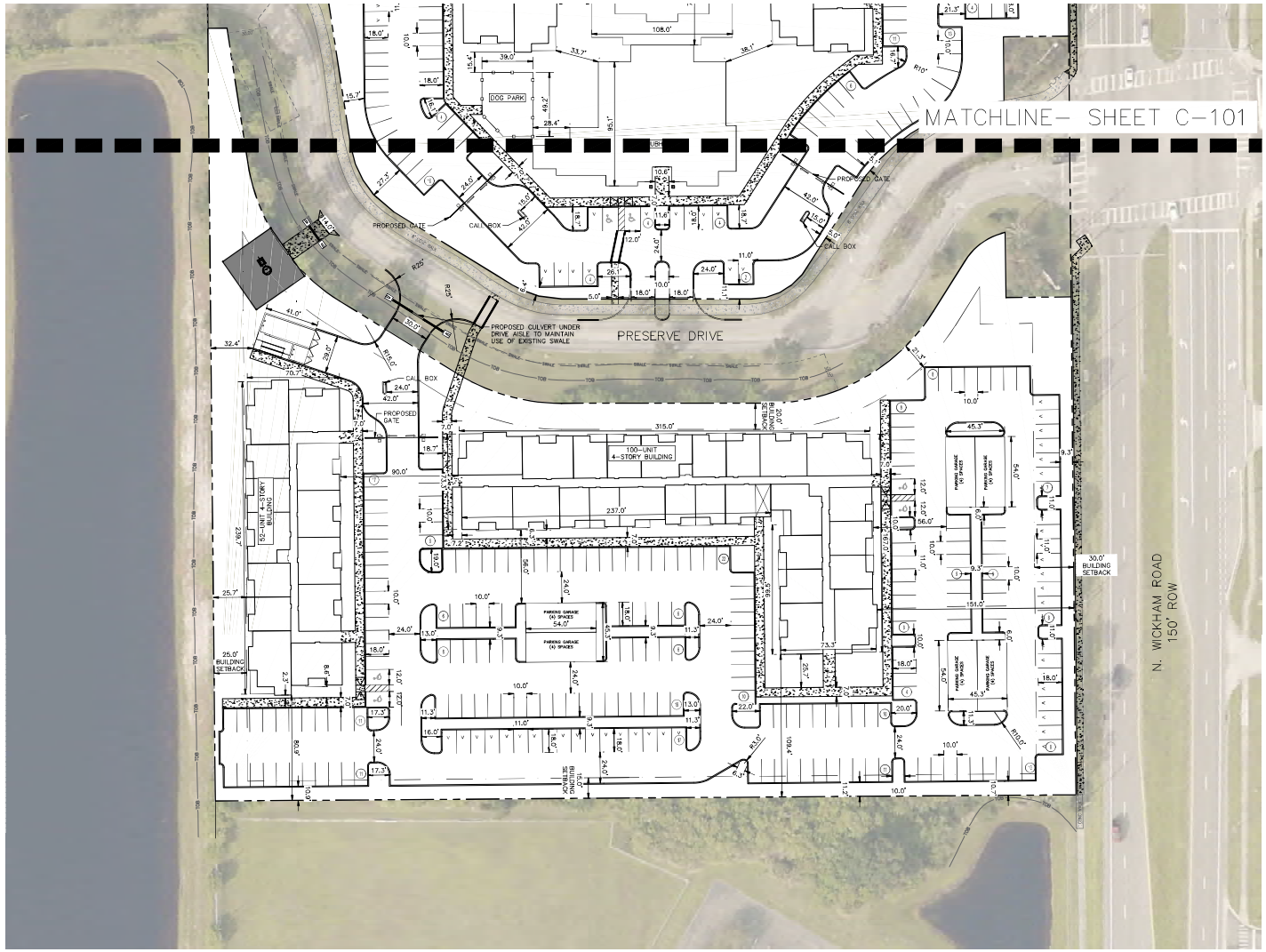
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DATE 10/23/2025
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DRAWN BY JPP
CHECKED BY TJE
DATE: ———

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)

Building	NO. OF UNITS	LEVEL OF SERVICE UNIT		GPD/UNIT	GPD			GPM		
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Parcel A (Multi-Family Residential)										
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240 GPD X ERU

Total	264
Max Daily Flow (MDF)= ADF x 2.0	2
Peak Hour Flow (PHF) = ADF x 3	3

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DRAWN BY JRP
CHECKED BY TJE

PRESERVE DRIVE MULTIFAMILY

PREPARED FOR EASTWIND

CITY OF MELBOURNE FL

SITE PLAN

SHEET NUMBER C-102

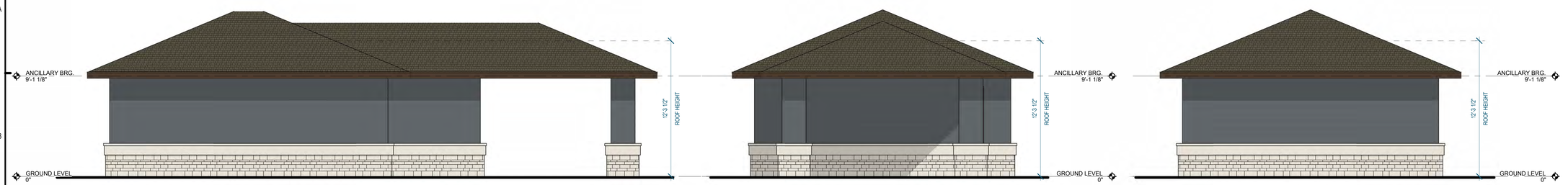
Plotted By:Paulk, Brody Sheet Set:PRESERVE DRIVE MULTIFAMILY Layout:C-102 SITE PLAN October 23, 2025 03:44:57pm K:\MRB_LDEV\Eastwind Preserve Dr MF\CAD\ProjSheets\C-100 SITE PLAN.dwg
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EASTWIND - PRESERVE DRIVE - CONCEPT ELEVATION

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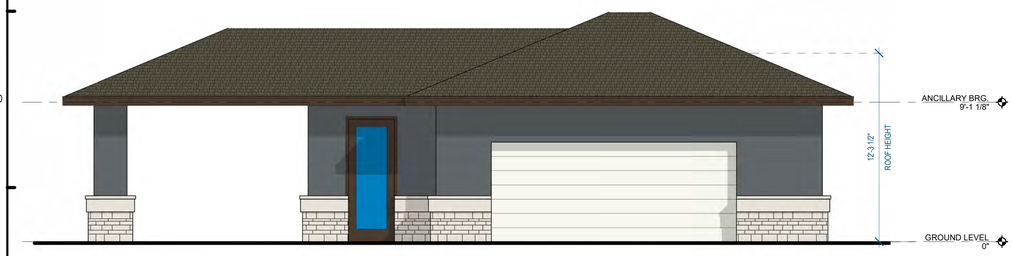




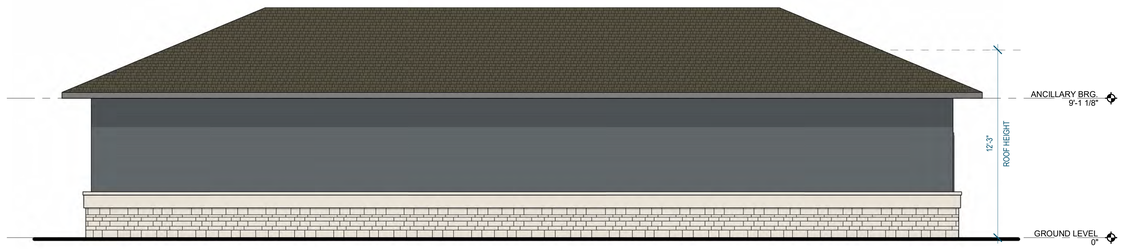
C1 MAINTENANCE BLDG - REAR ELEV.
1/4" = 1'-0"

C6 MAINTENANCE BUILDING - LEFT ELEV.
1/4" = 1'-0"

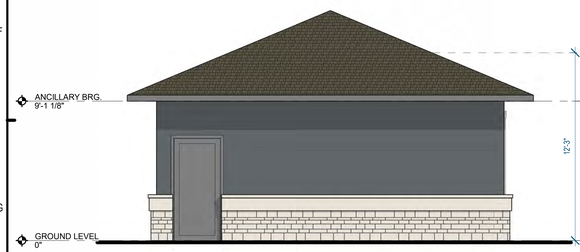
C9 MAINTENANCE BUILDING - RIGHT ELEV.
1/4" = 1'-0"



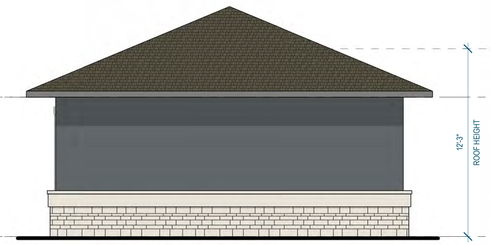
E1 MAINTENANCE BLDG - FRONT ELEV.
1/4" = 1'-0"



E7 4-BAY GARAGE - REAR ELEV.
1/4" = 1'-0"



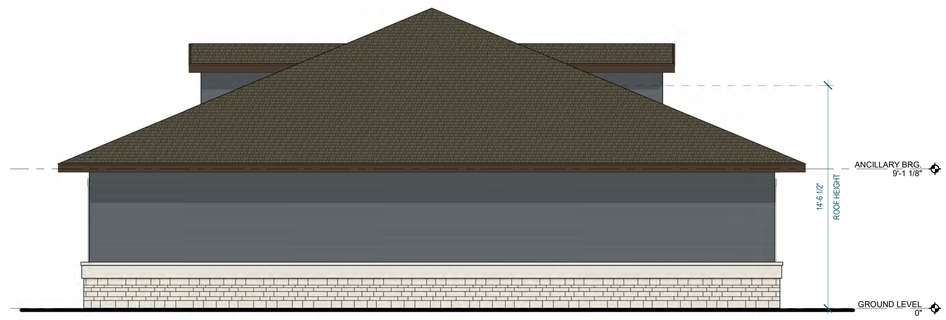
H1 4-BAY GARAGE - LEFT ELEV.
1/4" = 1'-0"



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"

2555 Temple Trail
Winter Park, FL 32789
(407) 629-0595
www.fuglebergkoch.com
FL LICENSE # AR0017385

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ISSUE HISTORY

No.	Date	Description
1	XX/XX/2025	SCHEMATIC DESIGN PACKAGE

REVISION HISTORY

No.	Date	Description

EASTWIND -
PRESERVE DRIVE

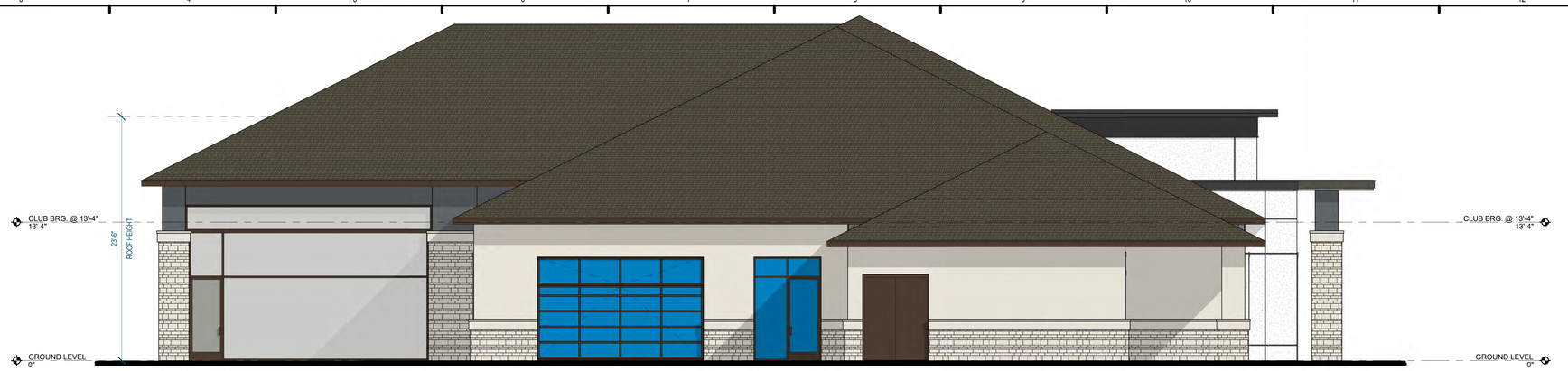
MELBOURNE, FLORIDA

Drawn:	Author
Checked:	KL
Approval:	KL
Date:	Issue Date
Project #:	6063

ANCILLARY BUILDING ELEVATIONS

A4.12

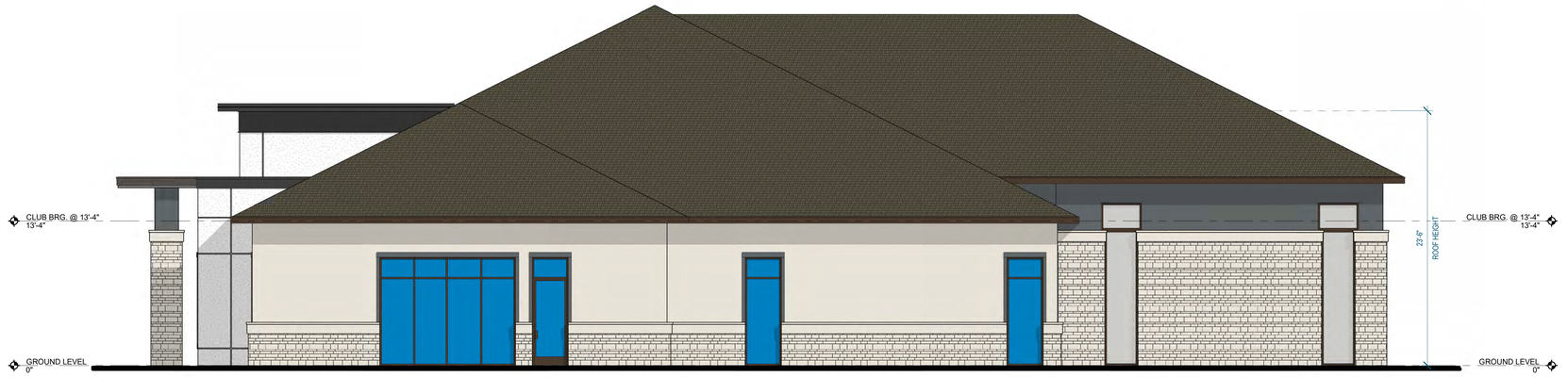
PLOTTED: 10/23/2025 9:57:37 AM



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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Winter Park, FL 32789
(407) 629-0595
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FL LICENSE # AR0017385

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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

CLUBHOUSE ELEVATIONS

A4.11

PLOTTED: 10/7/2025 11:07:07 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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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

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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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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

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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 / Esst 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

11/20/2025
6:30 pm

CITY OF MELBOURNE
COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

The following individual property owners who own property within 500 feet of the proposed amendment area are opposed to comprehensive plan amendment map amendment request: MAP 2024-0030 and by signature below, intend to exercise the 6/7 rule as provided in Chapter 4, Section 4.12.

Cut-Off Date for submittal of the petition: _____

PRINT FULL NAME	SIGNATURE	DATE
Leslie Ann Gallegos		11/18/25
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
3110 Arden Cir, Melb, FL 32934	lesliegallegos@hotmail.com	321-693-6206
Richard P Hilburn		11/18/25
3285 Arden Cir Melb, FL	paul.99back@gmail.com	321-795-1253
Eric L. Provost		18 Nov 25
3115 Arden Cir Melbourne	ellen2eric@aol.com	407-913-6739
ANDREW Wallach		11/19/25
3118 Arden circle 32934	awallach180@gmail.com	954-591-3731
James Helton		11/19/25
3124 Arden Circle 32934	JPHelton5L@gmail.com	704-451-2812
LEE LISTENE WITHERSPOON		11/19/25
3140 ARDEN cir		321-220-8891
Elizabeth Jackson	Elizabeth Jackson	11-19-25
3142 Arden Cir.	metoli50@gmail	803-261-1400
Betsy Zastrow		11-19-25
3148 Arden Circle	zasbetz@gmail.com	321-313-1893
Alex Draulis		11/19/25
3150 Arden Cir	Draulisalex@gmail.com	321-704-6042

G:\COMMUNITY_DEVELOPMENT\PED\PETITIONS\2022 CPA PETITION FORM - BLANK.DOCX

AS OF: 10/6/23

11/20/2025
6:30 pm

CITY OF MELBOURNE
COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

PRINT FULL NAME	SIGNATURE	DATE
ADA M. LANDRON	Ada M. Landron	11/19/25
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3152 Arden Cir, Melb. 32934	ADA.LANDRON@yahoo.com	321-431-9800

PRINT FULL NAME	SIGNATURE	DATE
DALLAS R. COBB III	Dallas R. Cobb III	11-19-2025
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3149 ARDEN CIRCLE	dallascob@gmail.com	321-446-9590

PRINT FULL NAME	SIGNATURE	DATE
Kristine S Revard	Kristine Revard	11-19-25
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3139 Arden Circle	Kristinorevard@gmail.com	612-210-9472

PRINT FULL NAME	SIGNATURE	DATE
Chris Bollinger		19Nov 25
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3273 Arden		321-729-8816

PRINT FULL NAME	SIGNATURE	DATE
Ray Brown	Ray Brown	11-19-25
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3166 Arden Cir	None	(321)622-5981

PRINT FULL NAME	SIGNATURE	DATE
William Tagg	Wm Tagg	11-19-25
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3108 Arden Circle	BTE537@aol.com	321-259-3481

PRINT FULL NAME	SIGNATURE	DATE
Susan Elliott	Susan Elliott	11-19-25
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3114 Arden Circle	susaneilio88@gmail	757-478-8933

PRINT FULL NAME	SIGNATURE	DATE
PamelaConnor	Pamela Connor	11-19-25
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3143 Arden Circle	pam.connor1029@yahoo.com	321-288-2944

PRINT FULL NAME	SIGNATURE	DATE
Barbara Cunningham	Barbara Cunningham	11/19/25
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3113 Arden Circle	bcunningham.SE@icloud.com	321-573-5817

PRINT FULL NAME	SIGNATURE	DATE
Donna Lee Schultz	Donna Lee Schultz	321-432-5583
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3128 Arden Circle	donnaleeschultz@gmail.com	11/19/25

11/20/2025
6:30 pm

CITY OF MELBOURNE
COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

PRINT FULL NAME	SIGNATURE	DATE
JAMES POULOS	James Poulos	11/19/2025
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
3174 HIDDEN CIRCLE	JIMPOU1@GMAIL.COM	516-731-0446

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

11/20/2025
6:30pm

CITY OF MELBOURNE
COMPREHENSIVE PLAN MAP AMENDMENT PETITION FORM

11/20/2025
6:30pm

CITY OF MELBOURNE - ZONING PETITION FORM

The following individual property owners who own property within 500 feet of the proposed amendment area are opposed to zoning map amendment request: MAP 2024-0031 and by signature below, intend to exercise the 6/7 rule as provided in Appendix B, Article IX, Section 1.

Cut-Off Date for submittal of the petition: _____

PRINT FULL NAME	SIGNATURE	DATE
Leslie Ann Gallegos		11/18/25
PRINT PROPERTY ADDRESS W/IN 500 FT	**EMAIL**	**TELEPHONE**
3110 Arden Cir. Melb, FL 32934	lesliegallegos@hotmail.com	3216936206
Richard P Hilburn		11/18/25
3285 Arden Cir Melbourne	paul.99beach@gmail	321-795-1253
Eric L. Provost		18 NOV 25
3115 Arden Cir Melbourne	ellen2eric@aol.com	407-913-6739
ANDREW Wallach		11/19/25
3117 Arden Cir melbourne 32934	awallach18@gmail.com	954-591-3731
James Helton		11/19/25
3124 Arden Circle	JPHelton86@gmail.com	704-451-2812
Lee WITHROW		11/19/25
3140 ARDEN cir		321-220-8819
Elizabeth Jackson		11-19-25
3142 Arden Cir	melolyso@gmail	305-261-1400
Betsy Zastrow		11-19-25
3148 Arden Circle	zasbetz@gmail.com	321-313-1893
Alex Draulis		11/19/25
3150 Arden Cir	Draulisalex@gmail.com	321-704-6447

11/20/2025
6:30 pm

CITY OF MELBOURNE - ZONING PETITION FORM

PRINT FULL NAME	SIGNATURE	DATE
ADA M. LANDRON	Ada M. Landron	11/19/25
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
3152 Arden Cir Melbourne 32934	ADA.LANDRON@yahoo.com	321-431-9800
DALLAS R. COBB III	Dallas R. Cobb III	11-19-2026
3149 ARDEN CIRCLE	dallascob@gmail.com	321-446-9590
Kristine S Revard	Kristine Revard	11-19-2025
3139 Arden circle	Kristinerevard@gmail.com	612-210-9472
Chris Bollinger		19 Nov 25
3273 Arden		321-339-9914
Ray Brown	Ray Brown	11-19-25
3100 Arden Cir	Home	(321)622-5781
William Tagg	Wm Tagg	11-19-25
3108 Arden Circle	BTE537@aol.com	321-259-3481
Susan Elliott	S Elliott	11-19-25
3114 Arden Circle	susanelliott8@gmail.	757-478-8933
Barbara Cunningham	Barbara Cunningham	11-19-25
3113 Arden Circle	bcunningham53@icloud.com	603 573-5817
Pamela Connor	Pamela J Connor	11-19-25
3143 Arden Circle	pam.connor102@yahoo.com	321-288-2944
Donna Lee Schultz	Donna Schultz	11-19-25
3108 Arden Circle	donnalee schultz@gmail.com	321-432-5983

11/20/2025
6:30pm

CITY OF MELBOURNE - ZONING PETITION FORM

PRINT FULL NAME	SIGNATURE	DATE
JAMES POULOS	James Poulos	11/19/2025
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE
3141 ARDEN CIRCLE	JIMPOULOS@GMAIL.COM	516-731-0440

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

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PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

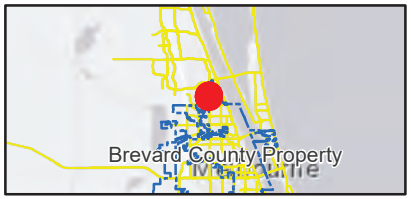
PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

PRINT FULL NAME	SIGNATURE	DATE
PRINT PROPERTY ADDRESS W/IN 500 FT	EMAIL	TELEPHONE

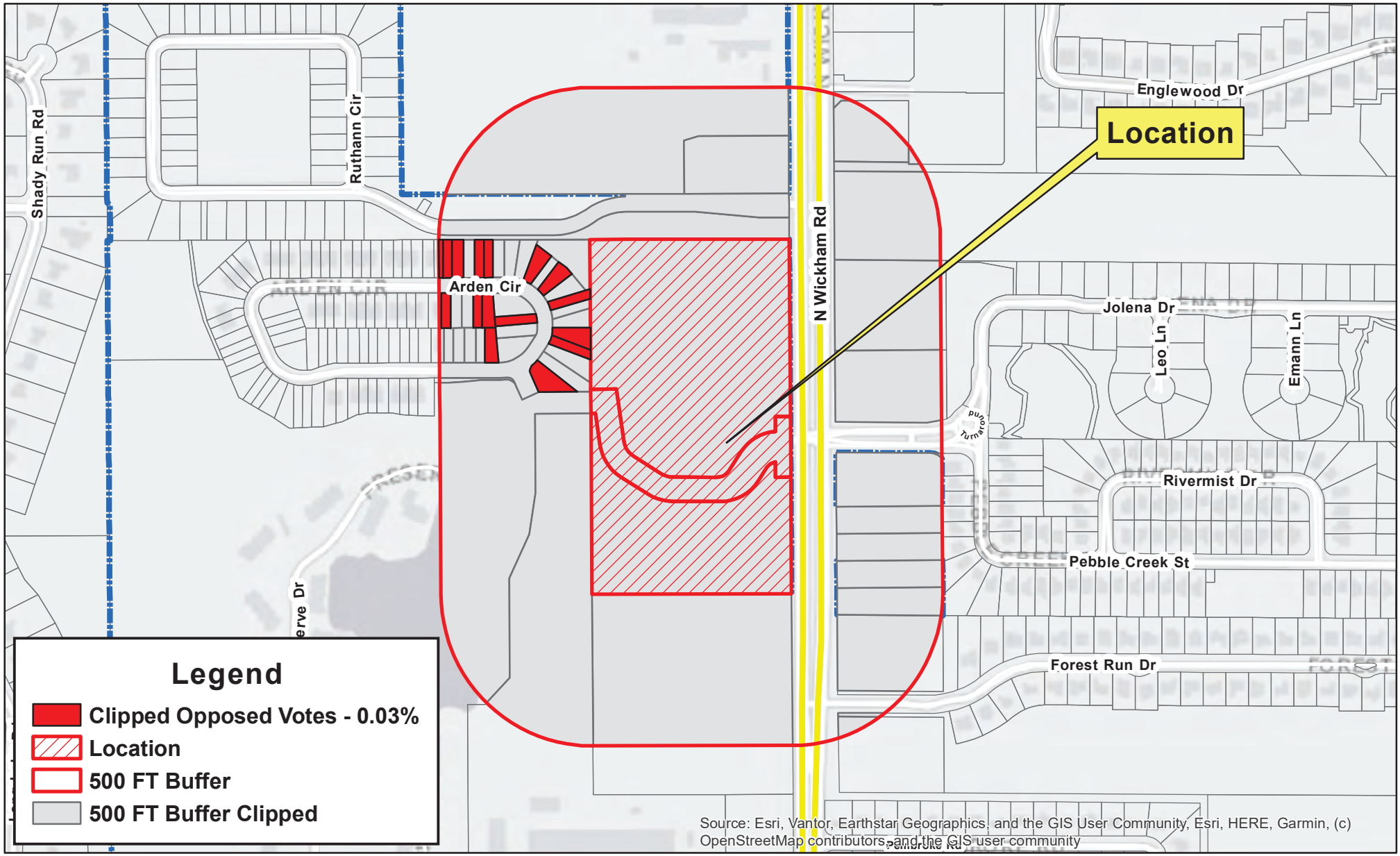
11/20/2025
6:30 pm

PRESERVE DRIVE MULTIFAMILY
LOCATION MAP
ANNX2024-0009 | MAP2024-0030 | MAP2024-0031 | PLAN2024-0026



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

N 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 direct damages, arising from any User's use of those of the property records or mapping data provided herein.

Title: PRESERVE DRIVE MULTIFAMILY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 12/22/2025 4:51:54 PM
Document Name: Preserve Drive Petition Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PED\P&ZBOARD2025\Maps\MXD\Preserve Drive Petition Map.mxd

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Melbourne, FL 32901
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Email: GIS@mlbfl.org

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 9th day of December, 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

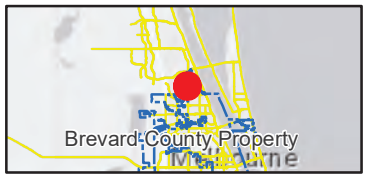
[CITY SEAL]

Attachment: Map

Ordinance No. 2025-61

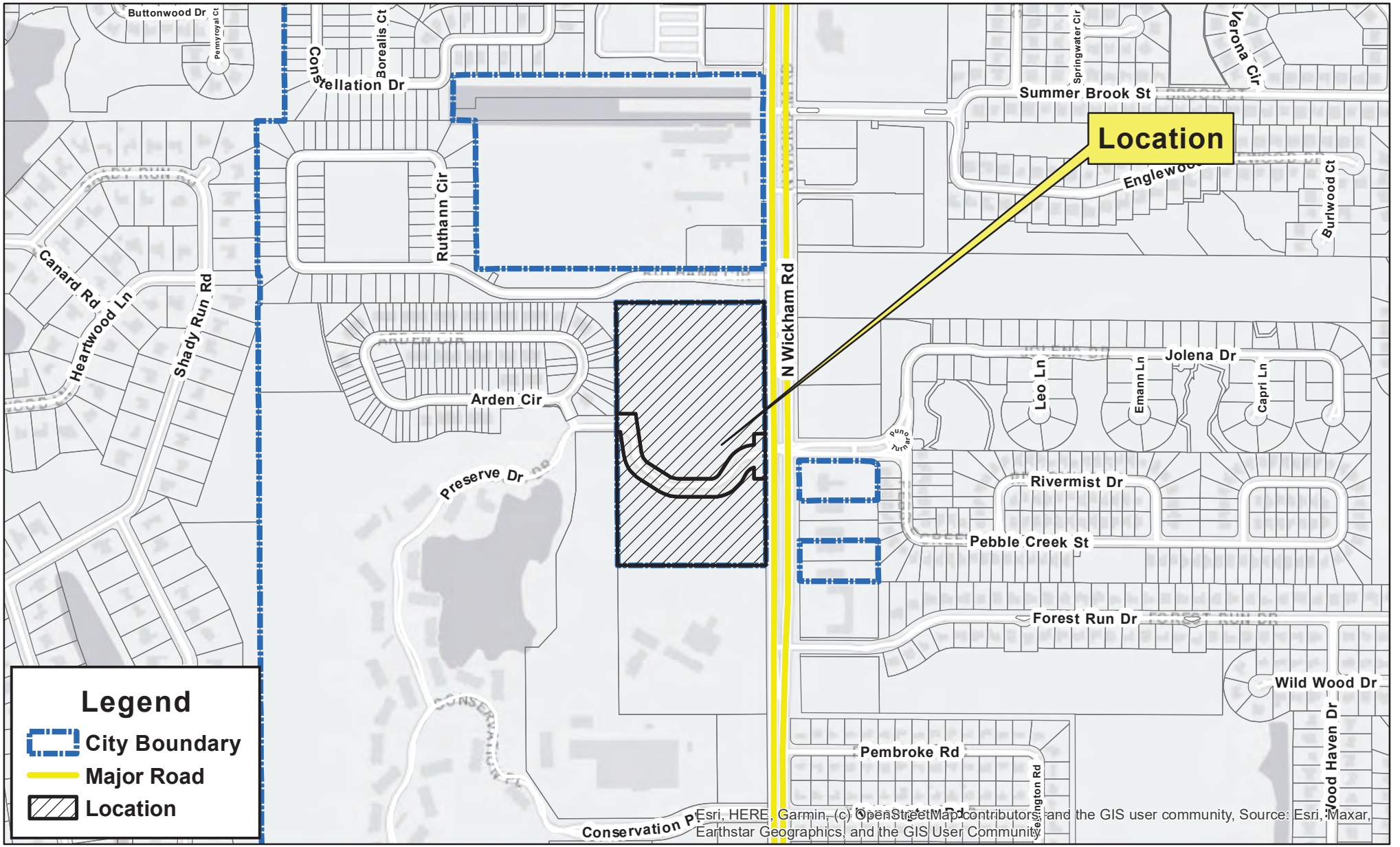
PRESERVE DRIVE MULTIFAMILY
LOCATION MAP
ANNX2024-0009 | MAP2024-0030 | MAP2024-0031 | PLAN2024-0026 | WVS2025-0001

mGIS | City of Melbourne The Harbor City



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

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Information Technology Department
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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 9th day of December, 2025 and adopted on second/final reading at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

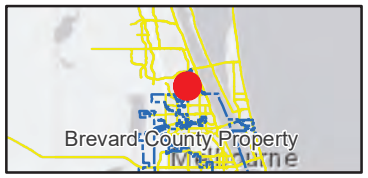
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit “A”

Ordinance No. 2025-62

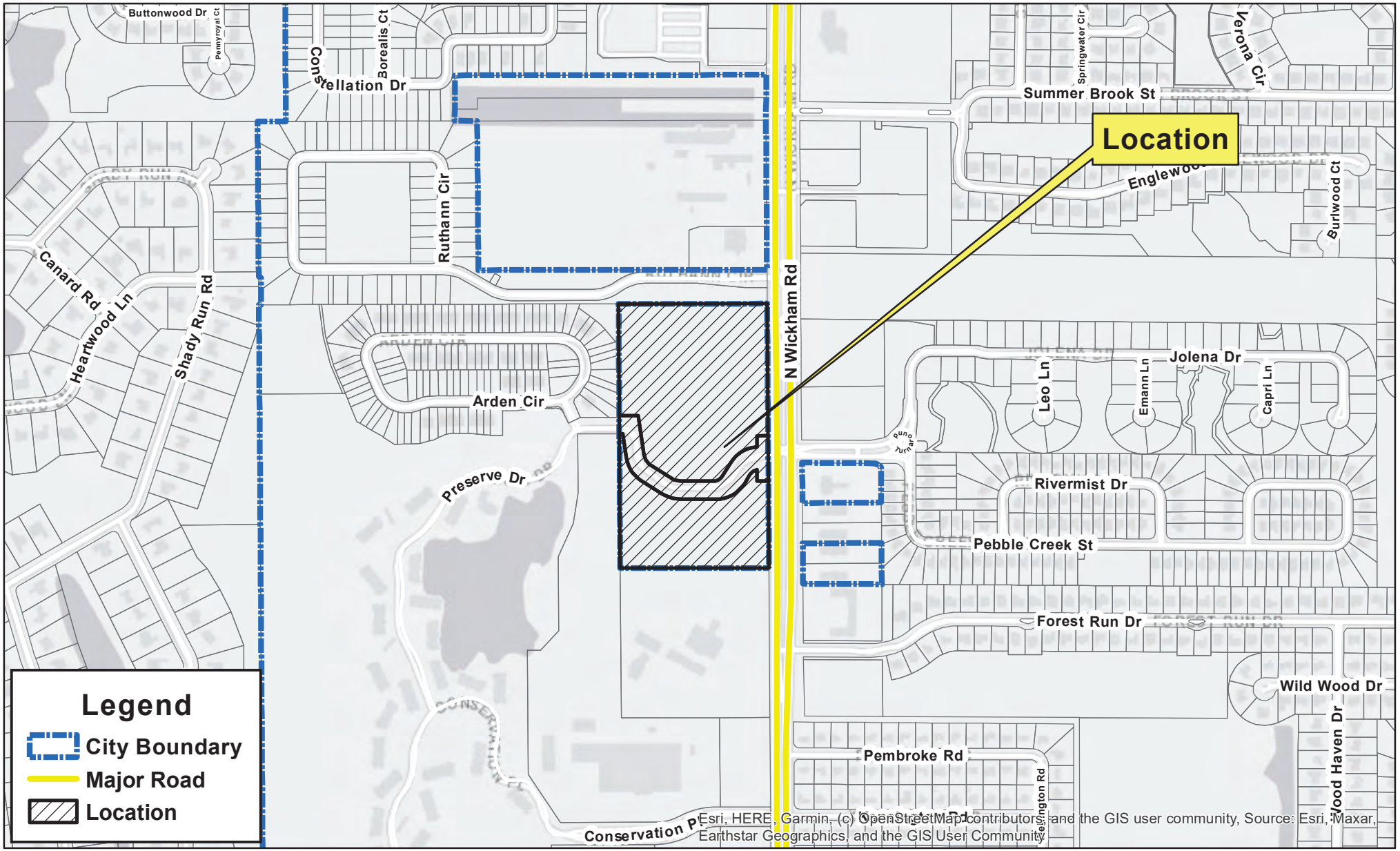
PRESERVE DRIVE MULTIFAMILY
LOCATION MAP
ANNX2024-0009 | MAP2024-0030 | MAP2024-0031 | PLAN2024-0026 | WVS2025-0001



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

N 640 0 640 Feet

1 inch = 667 feet



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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Title: PRESERVE DRIVE MULTIFAMILY
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 11/23/2025 3:06:35 PM
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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 9th day of December, 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

From: Gary Sanderson
To: SM-City Hall
Subject: Preserve Project
Date: Thursday, January 1, 2026 1:02:38 PM

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

Please consider NOT approving the zoning change for the Preserve Project. Wickham Rd is already far too crowded. Adding hundreds more cars is a bad idea and will only make residents of the area sit in longer lines of traffic. Leave the property as commercially zoned.

Thank you for your consideration.

Gary Sanderson
Gsanderson@cfl.rr.com

Sent from my iPhone

Melbourne City Council
January 13, 2026
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.12.

Subject:
Ordinance No. 2025-64, Land Development Regulations Text Amendment (TEXT2025-0012) Reasonable Accommodation – Certified Recovery Residences

Background/Consideration:
This is the second 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.

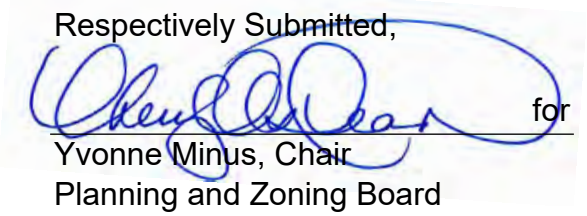
The recommendation of the Planning and Zoning Board is based upon the following findings:

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 9th day of December, 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
January 13, 2026
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	5
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.13.

Subject:
A resolution for the approval of a Locally Funded Agreement with the Florida Department of Transportation for the Ellis Road Widening Project.

Background/Consideration:
The City has consistently supported the Ellis Road Widening Project as a priority project through the Space Coast Transportation Planning Organization (SCTPO) and considers the project to be a vital connection between the I-95 Interchange and the Melbourne-Orlando International Airport. On July 11, 2023, City Council committed $1,100,000 in Transportation Impact Fees for County Roadways in support of this regionally significant roadway. The Ellis Road Widening Project crosses multi-jurisdictional boundaries, namely Brevard County, West Melbourne, and Melbourne.

On December 16, 2024, the project team, consisting primarily of the SCTPO, the Florida Department of Transportation (FDOT) and Brevard County, announced that it had secured additional funding for construction of the Ellis Road Widening Project through a State Infrastructure Bank Loan. On February 25, 2025, City Council approved an "Off-system Construction and Maintenance Agreement" allowing FDOT to act on behalf of local governments whereby the local government rights-of-way are impacted by the project. The final phase of design is expected to be advertised for construction in June 2026. At this time, FDOT is requesting that the City enter into a Locally Funded Agreement providing for the City's funding commitment in anticipation of the construction project.

Fiscal/Budget Impact:
The original funding commitment of $1,100,000 was to be derived from Zone 1 and 2 of Transportation Impact Fees for County Roadways. However, due to recent shifts in development and redevelopment patterns, the primary source of funding for this project is Zone 2 Transportation Impact Fees for County Roadways.

Funding is available in the project budget, Project No. 64126.

Requested Action:
Approval of Resolution No. 4394.

RESOLUTION NO. 4394

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA APPROVING A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT FOR THE ELLIS ROAD WIDENING PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Florida Legislature has approved and mandated that the Florida Department of Transportation complete the various project in the State of Florida Department of Transportation Work Program; and

WHEREAS, included in the State of Florida Department of Transportation Work Program is Financial Project Number (FPN) 426905-4-52-03 (St. Johns Heritage Parkway / Ellis Road (from John Rodes Boulevard to West of Wickham) located in Brevard County, Florida, hereinafter referred to as the “Project”, some or all of which is not on the State Highway System; and

WHEREAS, pursuant to the Locally Funded Agreement, the State of Florida Department of Transportation will act on behalf of the local governments to complete in completing all aspects of any portion of the Project not on the State Highway System, including, but not necessarily limited to “Widen Ellis Road from a 2-lane roadway to a 4-lane divided roadway, and update drainage systems, signalized intersections, lighting system, sidewalks, Intelligent Transportation System (ITS), pedestrian safety features, and additional and relocation of utility facilities” necessary for the Project; and

WHEREAS, the City is committed to maintaining the portions of the project within its right of way as defined in the “Off System Construction and Maintenance Agreement” finalized on March 17, 2025, included in the Locally Funded Agreement by reference; and

WHEREAS, the State of Florida Department of Transportation requires the City of Melbourne to execute and deliver the Locally Funded Agreement for the aforementioned Project; and

WHEREAS, the City Council finds entering into the agreement is in the best interest of the City of Melbourne.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Locally Funded Agreement for the Project, substantially in the form submitted to City Council with this agenda item, is approved.

SECTION 2. That the City Manager is hereby authorized to make, execute, and deliver the Locally Funded Agreement for the Project to the Florida Department of Transportation.

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 , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Locally Funded Agreement

Resolution No. 4394

Agency: City of Melbourne Vendor No.: F596000371002	Fund: LF Contract Amount: $1,100,000.00	Financial Project No.: 426905-4-52-03

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MELBOURNE

This **AGREEMENT**, made and entered into _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and the CITY OF MELBOURNE, (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "C", and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five-Year Work Program, to undertake the project described as: "St Johns Heritage Parkway/Ellis Road (from John Rodes Boulevard to west of Wickham)", said project being known as Financial Project Number (FPN) 426905-4-52-03, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide the funds to: Widen Ellis Road from a 2-lane roadway to a 4-lane divided roadway, and update drainage systems, signalized intersections, lighting system, sidewalks, Intelligent Transportation System (ITS), pedestrian safety features, and addition and relocation of utility facilities, in Fiscal Year 2025/2026 said Project being known as FPN 426905-4-52-03; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT agrees to accept the LOCAL GOVERNMENT's contribution of funding for the construction of the Project.

3. The DEPARTMENT shall acquire all necessary right-of-way, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work, all as may be applicable for the Project as previously defined. The Project as previously defined may include some or all of the foregoing activities. Nothing in this Agreement may be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT'S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. After construction is complete, the LOCAL GOVERNMENT agrees to inspect and maintain the constructed improvements within its Right of Way, in perpetuity, as specified in Exhibit "A", Scope of Services.

5. Contribution by the LOCAL GOVERNMENT of the funds for the construction phase of the Project shall be made as follows:

(A) The DEPARTMENT'S current estimate of costs for the construction phase of the Project is **$43,300,000.00 (Forty-Three Million, Three Hundred Thousand Dollars and No/100).** This amount is based on the Estimate, Exhibit "B" attached hereto. The DEPARTMENT'S performance and obligation to construct the Project is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the LOCAL GOVERNMENT to that effect.

(B) The LOCAL GOVERNMENT agrees that it will, on or before but no later than **January 22, 2026**, furnish the DEPARTMENT a lump sum contribution in the amount of **$1,100,000.00 (One Million, One Hundred Thousand Dollars and No/100)**

to be used for the estimated Project cost for locally funded project number 426905-4-52-03. The DEPARTMENT may utilize this contribution for payment of the cost of the Project.

(C) If the actual cost of the Project is less than the funds provided, the excess will be applied to other phases on the Project.

(D) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit.

(E) The DEPARTMENT and the LOCAL GOVERNMENT agree that the lump sum contribution shall be an asset of the DEPARTMENT and that it constitutes a full and final payment for the cost of the work, without any requirement for a subsequent accounting for the use of the contribution.

(F) Contact Persons:

DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720-6834
(386) 943-5623
D5-LGA@dot.state.fl.us

LOCAL GOVERNMENT

James Ennis, P.E.
City Engineer
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901
(321) 608-7311
James.Ennis@mlbfl.org

6. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

7. In the event this Agreement is in excess of TWENTY-FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

8. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

9. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

11. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on _____, and the DEPARTMENT has executed this Agreement on _____.

CITY OF MELBOURNE

By: _____

Name: Jenni Lamb, P.E.

Title: City Manager

Attest:

_____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr. P.E.

Title: Director of Transportation Development

Attest:

_____
Executive Secretary

Legal Review:

_____
LOCAL GOVERNMENT Attorney

Legal Review:

_____
DEPARTMENT Attorney

Financial Provisions Approval by
Department of Comptroller on:

July 8, 2019

EXHIBIT "A"

SCOPE OF SERVICES

The DEPARTMENT has committed to performing the construction phase for Brevard County for Project FPNs 426905-4-52-01, 426905-4-52-02, 426905-4-52-03 and 426905-4-52-04 (St Johns Heritage Parkway/Ellis Road [from John Rodes Boulevard to west of Wickham]) located in Brevard County, Florida, a project not on the State Highway System. Brevard County has employed the services of an engineering firm to prepare and provide a signed & sealed set of plans for construction, which will be reviewed by the DEPARTMENT. Since Brevard County does not have the resources to perform the construction of the project, the DEPARTMENT has agreed to perform all required services associated with the construction of the roadway improvements necessary for this project.

This construction project will widen Ellis Road from a two (2) lane roadway to a four (4) lane divided roadway. Upgrades to drainage systems, signalized intersections, lighting system, sidewalks, ITS facilities, pedestrian safety features, and the addition and relocation of utility facilities are also included in the scope of work. Access management changes and new signalized intersections will be incorporated. Connections to local roads and driveways will also be reconstructed.

The LOCAL GOVERNMENT, by the terms of this agreement, commits to providing local funds to assist with funding the Ellis Road roadway reconstruction and associated improvements. The respective LOCAL GOVERNMENTs shall be solely responsible to ensure maintenance of all of the roadway improvements for Ellis Road within their jurisdiction, once the project is complete and final accepted; as outlined in the "Off System Construction and Maintenance Agreement" executed by each LOCAL GOVERNMENT and finalized on March 17, 2025, which is incorporated herein by this reference.

The DEPARTMENT'S Contractor shall construct the above scope as part of the construction contract for St Johns Heritage Parkway/Ellis Road (from John Rodes Boulevard to west of Wickham).

The remainder of this page intentionally left blank.

EXHIBIT "B"

ESTIMATE

The estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost up to the construction fiscal year.

Financial Project Number (FPN) 426905-4-52-03		
Estimated Project Costs	$	43,300,000.00
LOCAL GOVERNMENT Participation	$	1,100,000.00

The remainder of this page intentionally left blank.

EXHIBIT “C”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

Memorandum

To: Jenni Lamb, City Manager

Thru: James Ennis, City Engineer

From: Tami Gillen, Assistant City Engineer

Date: December 12, 2025

Re: Resolution authorizing the approval of a Locally Funded Agreement between the Florida Department of Transportation and the City of Melbourne for the Ellis Road Widening Project, Financial Project No. 426905-4-52-03

This is a proposed Locally Funded Agreement (Agreement) between the Florida Department of Transportation (FDOT) and the City of Melbourne for the Ellis Road Widening Project, from John Rodes Boulevard to Wickham Road.

Background

The City has consistently supported the Ellis Road Widening project as a priority project through the Space Coast Transportation Planning Organization and considers the project to be a vital connection between the I-95 Interchange and the Melbourne-Orlando International Airport. On July 11, 2023, City Council committed to spending $1,100,000 from Zone 1 and 2 Transportation Impact Fees for County Roadways as a show of the City's commitment to this regionally significant roadway. It should be noted that due to active and projected development projects, the primary source of funding is Zone 2 Impact Fees for County Roadways.

On December 16, 2024, it was announced the project team had secured additional funding for construction for the project through a State Infrastructure Bank Loan. On February 25, 2025, City Council approved an "Off-system Construction and Maintenance Agreement" which allows FDOT to act on behalf of the local government where that local government’s rights-of-way are impacted within the defined project limits. The project is completing the final phase of design and is ready to advertise for construction anticipated sometime in June 2026. At this time, FDOT is requesting for the City to enter into a Locally Funded Agreement to provide for the City's funding commitment.

Budget Impact

Funding is available in the project budget (Project No. 64126).

Recommendation

Recommend approval of the Locally Funded Agreement with the Florida Department of Transportation for the Ellis Road Widening Project and authorization for the City Manager to execute the agreement.

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Engineering/Public Works & Utilities
Presenter:	Jennifer Spagnoli
Council District:	4
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.14.

Subject:
A resolution authorizing a Contract for Sale and Purchase between the City of Melbourne and L3 Harris Technologies, Inc., for property located at 1025 W. Hibiscus Boulevard, Melbourne, FL for the Hibiscus Boulevard Booster Pump Station, Project No. 31319 - $376,000 plus other costs estimated to be $10,000 (closing costs, survey cost and cost of Phase 1 environmental study).

Background/Consideration:
The existing Hibiscus Boulevard Booster Pump Station, located at 966 W. Hibiscus Boulevard, is approximately 40 years old and requires replacement. The Hibiscus Boulevard Booster Pump Station Replacement project, identified in the Water Production Facilities Master Plan, provides for a proposed replacement pump station consisting of a new two-million-gallon ground storage tank, a new pump station utilizing vertical turbine pumps for increased accessibility and reliability, a new electrical building, a new standby generator, new yard piping connections, a new driveway, and required stormwater management system. The increase in size of the proposed storage tank will allow for the station to sustain optimal system pressures within the water distribution system over a longer duration during peak demand hours.

In order to provide the necessary space to place the two-million-gallon ground storage tank and new pump station, 1.71 acres of property must be acquired to enlarge the site from its current size of 0.59 acres to the necessary size of 2.30 acres. Because Federal funding may be used for the design and construction of the Hibiscus Boulevard Booster Pump Station Replacement project, acquisition of the subject property requires compliance with the Federal Uniform Relocation and Real Property Acquisition Policies Act of 1970.

Fiscal/Budget Impact:
Funding is sufficient in Capital Improvement Project No. 31319 (Hibiscus Booster Pump Station Replacement).

Requested Action:
Approval of Resolution No. 4395.

Memorandum

To: Jenni Lamb, City Manager

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

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

Date: December 9, 2025

Re: Purchase of Property at 1025 W. Hibiscus Boulevard for the Hibiscus Booster Pump Station Replacement, Project No. 31319

This is a request for purchase of a 1.71-acre parcel located north of Hibiscus Boulevard and east of Woody Burke Road, owned by L3 Harris Technologies, Inc. (L3H), intended to be used for the Hibiscus Boulevard Booster Pump Station Replacement project.

Background

The existing Hibiscus Boulevard Booster Pump Station, located at 966 W. Hibiscus Boulevard, is approximately 40 years old and requires replacement. The station consists of an undersized one-million-gallon ground storage tank and a pump station utilizing horizontal split-case case pumps enclosed within a small building, making maintenance accessibility difficult.

The Hibiscus Boulevard Booster Pump Station Replacement project, identified in the Water Production Master Plan, provides for a proposed replacement pump station consisting of a new two-million-gallon ground storage tank, a new pump station utilizing vertical turbine pumps for increased accessibility and reliability, a new electrical building, a new standby generator, new yard piping connections, a new driveway, and required stormwater management system. The increase in size of the proposed storage tank will allow for the station to sustain optimal system pressures within the water distribution system over a longer duration during peak demand hours.

In order to provide the necessary space to place the two-million-gallon ground storage tank and new pump station, 1.71 acres of property must be acquired to enlarge the site from its current size of 0.59 acres to the necessary size of 2.30 acres. Because federal funding may be used for the design and construction of the Hibiscus Boulevard Booster Pump Station Replacement project, acquisition of the subject property required compliance with the federal Uniform Act. Specifically,

- Notice to Owner. Staff provided the required Notice to Owner to notify the owner in writing of the City's interest in acquiring the property and the basic protections provide to the owner by law.
- Appraisal. Staff obtained a formal appraisal that identifies the just compensation for the property. An appraisal of the 1.71-acre parcel was performed by Tuttle Armfield Wagner Appraisal & Research, Inc. on July 11, 2025, in which a market value of $376,000 was determined.
- Written Offer Packet to Owner. Staff provided the written offer conforming to the appraisal to the property owner in writing and via Certified Mail and which included the written offer of purchase, summary statement of just compensation, conveyance document, copy of appraisal, copy of Uniform Act 24.101-24.108. The packet also included the proposed Agreement of Purchase and Sale.
- Negotiations. The owners were given at least 30 days to consider the written offer or to present a counter-offer. Negotiations centered on various provisions of the Agreement rather than the appraisal determination of just compensation. Negotiations have been documented via email and notes to file. Following negotiations, the legal description was revised to correct a scrivener's error concerning the bearing for the north right-of-way line of Hibiscus Boulevard.
- Upon closing, the City will complete the Certification of Compliance with the Uniform Act and send the required IRS Form 1099 to the property owner.

Notable elements of the Agreement of Purchase and Sale are as follow:

- The Agreement of Purchase and Sale is structured such that the City Council approval begins the period of inspection of the subject Property with the closing to take place within 60 days. If City Council does not approve the proposed Agreement, the Agreement will be terminated and the City's deposit returned to the City.
- The purchase price for the Property is $376,000. A good faith deposit of $10,000 toward that purchase price is placed with the closing agent upon the City Council's approval of the Agreement.
- The owner will convey the Property to the City via a warranty deed, subject to acceptable exceptions identified in a survey and title commitment.
- At the City's cost, the City will obtain a survey of the subject Property. It is anticipated that the survey will indicate historic drainage along the southern frontage of the Property, but such historic drainage is not expected to interfere with the use of the Property for the Hibiscus Boulevard Booster Pump Station Replacement project.
- The City will obtain a title commitment for the subject Property that will reveal exceptions to title. If the City will take the deed subject to permitted exceptions, staff will send an email update to City Council so that Council is aware of the permitted exceptions prior to closing. Given the holiday period and quick turnaround required to review exceptions to title, staff will be requesting that Councilmember objections to those permitted exceptions be communicated promptly upon receipt of that email so that the City Attorney can extend or terminate the closing.

- At the City's cost, the City will have a Phase 1 environmental study conducted of the subject Property.
- As required by federal law, generally closing costs are allocated to be paid by the City. The most recent quote estimated closing costs for title searches, insurance, closing services and recording fees totaling $5,412.

Funding
The purchase price is $376,000. Closing costs and costs for the survey and the Phase 1 environmental study are estimated to be less than $10,000.

Funding is sufficient in Capital Improvement Project No. 31319 (Hibiscus Booster Pump Station Replacement).

Recommendations
Recommend approval of Resolution xxxx.

Attached: Notice to Owner of City Interest
Appraisal (full report)
Written Offer to Owner
Appraisal Review and Certification
Summary Statement of the Basis for Determining Just Compensation
Negotiated Agreement of Purchase and Sale
Location Map

Cc: Adam Conley, City Attorney
Kevin McKeown, City Clerk
Ross McGinn, Finance Director

RESOLUTION NO. 4395

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO PURCHASE OF PROPERTY FOR THE HIBISCUS BOOSTER PUMP STATION; PROVIDING FOR AUTHORIZATION FOR THE PURCHASE OF REAL PROPERTY FROM L3HARRIS TECHNOLOGIES, INC, SAID PROPERTY BEING LOCATED IN TOWNSHIP 27, RANGE 37, SECTION 33, NORTH OF HIBISCUS BOULEVARD AND EAST OF WOODY BURKE ROAD; MAKING FINDINGS; APPROVING THE PURCHASE CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE, ACCEPT AND RECORD RELATED DOCUMENTS; AUTHORIZING THE CITY ATTORNEY TO EXECUTE RELATED DOCUMENTS FOR PURPOSES OF CLOSING THE TRANSACTION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, L3 Harris Technologies, Inc. is the owner of 1.71± acres of real property, located north of Hibiscus Boulevard and east of Woody Burke Road, described as lying and situate in Township 27, Range 37, Section 33, Brevard County, Florida and being more particularly described as follows:

A parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of the Brevard County public records all lying in Section 33, Township 27 South, Range 37 East, Brevard County Florida and being more particularly described as follows:

Begin at the intersection of the north line of Hibiscus Boulevard with the east right-of-way line of Woody Burke Road, thence North, along said east right-of-way line, a distance of 339.17 feet; thence South 89 degrees 29 minutes 47 seconds East a distance of 132.07 feet to the northwest comer of the out parcel as described in said Official Records Book 1745 page 305; thence along the West lines of said out parcel, the following three courses; South 00 degrees 23 minutes 13 seconds West a distance of 116.31 feet; thence South 89 degrees 41 minutes 27 seconds East a distance of 102.36 feet; thence South 00 degrees 21 minutes 43 seconds West a distance of 221.27 feet to a point on the north right-of-way line of said Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 seconds West, along said north right-of-way line, a distance of 232.24 feet to the Point-of-Beginning.
Together with a parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of said public records and being more particularly described as follows:

Commence at the intersection of the northerly right-of-way line of Hibiscus Boulevard with the easterly right-of-way line of Woody Burke Road; thence South 89 degrees 58 minutes 17 seconds East along said north right-of-way line, a

distance of 262.14 feet to the Point-of-Beginning, said point also being the southeast comer of the out parcel as described in said Official Records Book 1745 page 305; thence North 00 degrees 21 minutes 43 seconds East, along the east line of said lands, a distance of 221.04 feet to a point on the south line of said lands; thence South 89 degrees 55 minutes 17 seconds East along said south line, a distance at 32.93 feet; thence South 00 degrees 31 minutes 13 seconds West a distance of 221.02 feet to a point on the aforesaid north right-of-way line of Hibiscus Boulevard thence North 89 degrees 58 minutes 17 seconds West, along said north right-of-way line, a distance of 32.32 feet to the Point-of-Beginning.

Containing a total of 1.71 acres.

(the “Property”); and

WHEREAS, the City of Melbourne has negotiated for the purchase of the Property; and

WHEREAS, the attached Agreement of Purchase and Sale (the “Contract”) reflects the terms and conditions of the City’s acquisition of the Property; and

WHEREAS, the City Manager executed the Contract subject to the approval of the City Council; and

WHEREAS, the City’s purchase of the Property pursuant to the terms and conditions of the Contract is in the best interests of the City; and

WHEREAS, the City Council reviewed the purchase of the Property pursuant to the attached Contract and found the proposed acquisition to be consistent with Section 2-633 of Melbourne City Code; and

WHEREAS, the City Council finds that purchase of the Property by the City will be in the public interest and will promote the public health, safety, economic order, and welfare of the City; and

WHEREAS, approval of this resolution to convey the Property to the City is authorized pursuant to Melbourne City Code, and pursuant to the powers in the City’s Charter and home rule powers set forth in Article VIII, Section 2, Florida Constitution of 1968 and Section 166.021, Florida Statutes.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Contract providing for acquisition of the Property by the City is approved.

SECTION 2. That the City Manager is hereby authorized to extend the closing date of the Contract in the best interests of the City, provided that the Seller mutually agrees.

SECTION 3. That the City Manager is hereby authorized to execute, accept and record documents of transfer necessary to accomplish the conveyance of the Property to the City pursuant to the approved Contract.

SECTION 4. That the City Attorney is hereby authorized to execute all documents related to the closing of the Contract.

SECTION 5. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 6. That this resolution was duly adopted 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: Agreement of Purchase and Sale

Resolution No. 4395

RETURN TO
City Clerk
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

THIS INSTRUMENT PREPARED BY:
_____
_____
_____

PIN : _____

WARRANTY DEED

THIS WARRANTY DEED, made this_____, by and between _____**,** a _____ corporation, whose address is _____, as Grantor; and **CITY OF MELBOURNE**, a Florida municipal corporation**,** whose address 900 East Strawbridge Avenue, Melbourne, Florida 32901, as Grantee.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, their heirs, successors, and assigns forever, the following described real property, located and situate in the County of Brevard, State of Florida, to wit:

See Exhibit A, attached hereto and incorporated herein by reference.

The property described herein does not constitute the constitutional homestead of the Grantor herein.

This Warranty Deed is given subject to the Permitted Exceptions set forth on Exhibit B, attached hereto and incorporated herein by reference.

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

TO HAVE AND TO HOLD unto the same in fee simple forever.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor does hereby fully warrant 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 the encumbrance set forth above.

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR

_____,
a _____ corporation

_____
Signature of witness

By: _____
Name:_____
Title:_____

_____
Print Name

_____
Print Address

[Corporate seal]

_____
Signature of witness

_____
Print Name

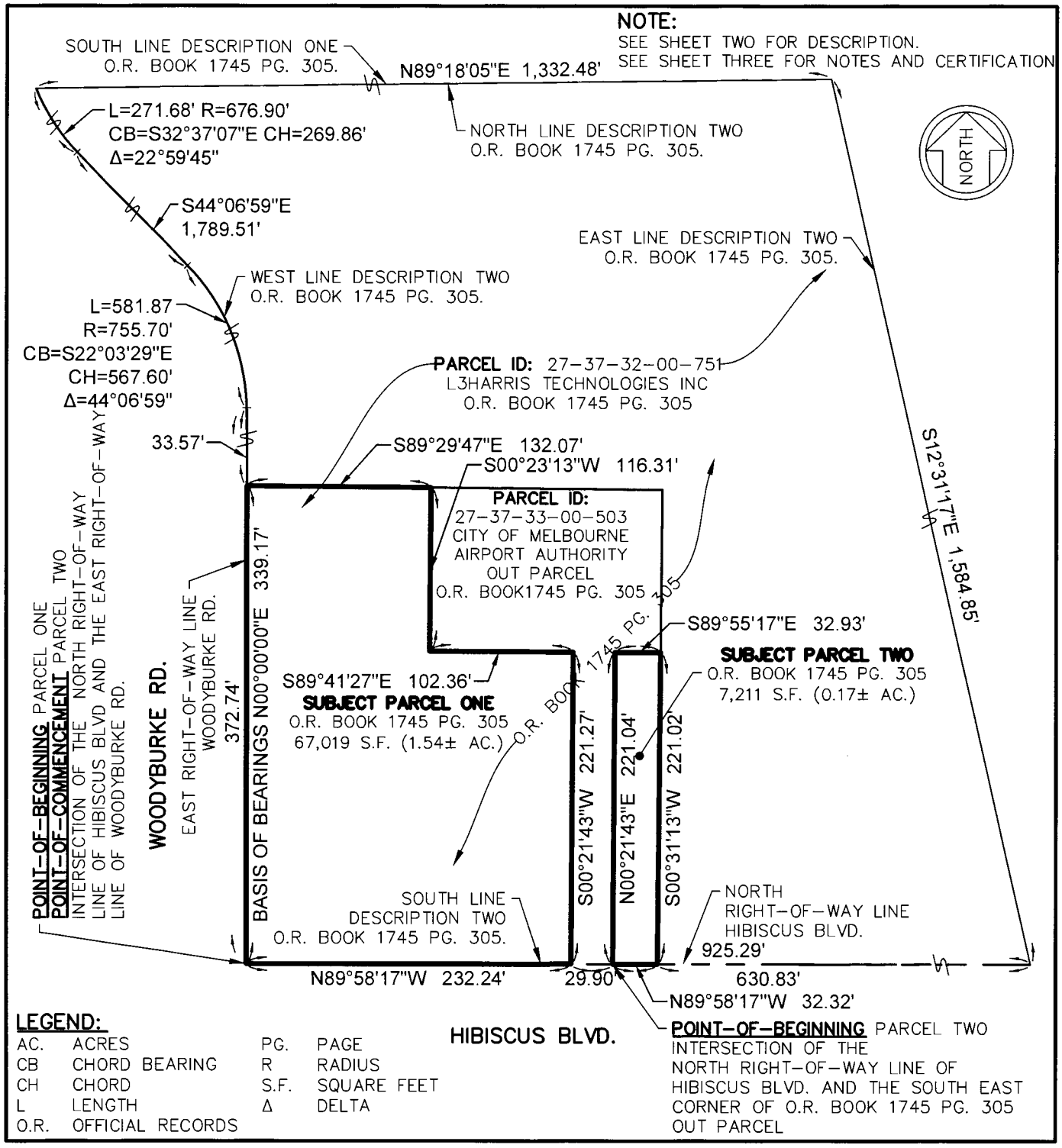
_____
Print Address

State of _____
County of_____
The foregoing instrument was acknowledged before me by (__) physical presence or (__) remote audio-visual means, this _____by _____, as _____ of _____, a _____ corporation. S/He is personally known to me or has produced _____as identification.

_____
Notary Public at Large
State of Florida

Exhibit A - Legal description

Exhibit B - Permitted Exceptions



LEGEND:

AC.	ACRES	PG.	PAGE
CB	CHORD BEARING	R	RADIUS
CH	CHORD	S.F.	SQUARE FEET
L	LENGTH	Δ	DELTA
O.R.	OFFICIAL RECORDS		

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
CITY OF MELBOURNE-HIBISCUS BOOSTER PUMP STATION REPLACEMENT
BREVARD COUNTY FLORIDA

SHEET 1

DRAWN BY: JCC CHECKED BY: JBC	SCALE: 1" = 100'	PROJECT NO. 21-0524.142			SECTION 33 TOWNSHIP 27 SOUTH RANGE 37 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 5/21/2025	DRAWING: 21-0524.142-sk01.DWG		2025-11-19	CORRECTION TO LEGAL DESCRIPTION	

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • FAX NO.: (321) 454-6885

Description:

A parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of the Brevard County public records all lying in Section 33, Township 27 South, Range 37 East, Brevard County Florida and being more particularly described as follows:

Begin at the intersection of the north line of Hibiscus Boulevard with the east right-of-way line of Woody Burke Road, thence North, along said east right-of-way line, a distance of 339.17 feet; thence South 89 degrees 29 minutes 47 seconds East a distance of 132.07 feet to the northwest corner of the out parcel as described in said Official Records Book 1745 page 305; thence along the West lines of said out parcel, the following three courses; South 00 degrees 23 minutes 13 seconds West a distance of 116.31 feet; thence South 89 degrees 41 minutes 27 seconds East a distance of 102.36 feet; thence South 00 degrees 21 minutes 43 seconds West a distance of 221.27 feet to a point on the north right -of -way line of said Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 seconds West, along said north right -of- way line, a distance of 232.24 feet to the Point -of- Beginning.

Together with a parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of said public records and being more particularly described as follows:

Commence at the intersection of the northerly right-of-way line of Hibiscus Boulevard with the easterly right-of-way line of Woody Burke Road; thence South 89 degrees 58 minutes 17 seconds East along said north right -of- way line, a distance of 262.14 feet to the Point -of- Beginning, said point also being the southeast corner of the out parcel as described in said Official Records Book 1745 page 305; thence North 00 degrees 21 minutes 43 seconds East, along the east line of said lands, a distance of 221.04 feet to a point on the south line of said lands; thence South 89 degrees 55 minutes 17 seconds East along said south line, a distance at 32.93 feet; thence South 00 degrees 31 minutes 13 seconds West a distance of 221.02 feet to a point on the aforesaid north right -of- way line of Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 seconds West, along said north right -of- way line, a distance of 32.32 feet to the Point -of- Beginning.

Containing a total of 1.71 acres and being subject to any easements and/or rights-of-way of record.

NOTE:
SEE SHEET ONE FOR SKETCH OF DESCRIPTION.
SEE SHEET THREE FOR NOTES AND CERTIFICATION.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
CITY OF MELBOURNE-HIBISCUS BOOSTER PUMP STATION REPLACEMENT
BREVARD COUNTY FLORIDA

SHEET 2

DRAWN BY: JCC CHECKED BY: JBC	SCALE: 1" = N/A	PROJECT NO. 21-0524.142			SECTION 33 TOWNSHIP 27 SOUTH RANGE 37 EAST
		REVISIONS	DATE	DESCRIPTION	
DATE: 5/21/2025	DRAWING: 21-0524.142-sk01.DWG		2025-11-19	CORRECTION TO LEGAL DESCRIPTION	

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • FAX NO.: (321) 454-6885

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARING STRUCTURE SHOWN HEREON IS BASED ON THE WEST LINE OF OFFICIAL RECORDS BOOK 1745 PAGE 305 BEING N00°00'00"E.
3. SEE SHEET 1 OF 3 FOR SKETCH OF DESCRIPTION AND LEGEND.
4. SEE SHEET 2 OF 3 FOR DESCRIPTION.
5. SEE SHEET 3 OF 3 FOR NOTES AND CERTIFICATION.
6. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
7. THIS SKETCH AND DESCRIPTION CERTIFIED CORRECT TO
   CITY OF MELBOURNE

JOSEPH BARRY CABANISS
CERTIFICATE
No. 4524
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.05 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Joseph B Cabaniss

Digitally signed by Joseph B Cabaniss
Date: 2025.11.19 17:05:07 -05'00'

JOSEPH BARRY CABANISS, P.L.S. — DATE
FLORIDA SURVEYOR'S CERTIFICATE NO.: 4524
DRMP, INC. CERTIFICATE NO.: 2648

NOTE:
SEE SHEET ONE FOR SKETCH OF DESCRIPTION.
SEE SHEET TWO FOR DESCRIPTION.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
CITY OF MELBOURNE-HIBISCUS BOOSTER PUMP STATION REPLACEMENT
BREVARD COUNTY FLORIDA

SHEET 3

DRAWN BY: JCC CHECKED BY: JBC	SCALE: 1" = N/A	PROJECT NO. 21-0524.142			SECTION 33 TOWNSHIP 27 SOUTH RANGE 37 EAST
DATE: 5/21/2025	DRAWING: 21-0524.142-sk01.DWG	REVISIONS	DATE	DESCRIPTION	
			2025-11-19	CORRECTION TO LEGAL DESCRIPTION	

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • FAX NO.: (321) 454-6885

TUTTLE ARMFIELD WAGNER
APPRAISAL & RESEARCH, INC.

REAL ESTATE APPRAISAL REPORT
OF TWO PARCELS CONSISTING OF 1.54+/- ACRES AND 0.17+/- ACRES
TO BE ACQUIRED BY THE CITY OF MELBOURNE
UTILITY AND PUBLIC WORKS DEPARTMENT
LOCATED AT
1025 W NASA BLVD,
MELBOURNE, BREVARD COUNTY, FL 32901

Prepared For:
Mr. Tom Baker,
Project Manager
City of Melbourne
Engineering Department
Melbourne, FL 32901

Effective Date of the Appraisal:
July 11, 2025

Date of the Report:
July 29, 2025

Prepared by:
TUTTLE-ARMFIELD-WAGNER APPRAISAL & RESEARCH, INC.
Matthew Jehs, MAI, State Certified General Real Estate Appraiser RZ2806
Dominic D'Alessandro, State Certified General Real Estate Appraiser RZ4536

File Name: AC25-2568

Tuttle-Armfield-Wagner Appraisals & Research, Inc.
412 E. New Haven Avenue, Melbourne, FL 32901

Matthew W. Jehs, MAI, Cert Gen RZ2806
Email: taw@t-a-w.com
Phone: (321) 723-7010

Gary DiGiacomo Cert Gen RZ1630
Email: tawres@t-a-w.com
Fax: (321) 723-4375

July 29, 2025

Mr. Tom Baker,
Project Manager
Engineering Department
Melbourne, FL 32901

Re: Real Estate Appraisal Report of Two Parcels Consisting of 1.54+/- Acres and 0.17+/- Acres of Land to be acquired by the City of Melbourne Utility and Public Works Department located at Location: 1025 W Nasa Blvd, Melbourne, Brevard County, FL 32901
TAW File Name: AC25-2568

At your request, we have prepared an appraisal for the above referenced property. The subject property is legally described in the accompanying report, of which this letter is hereby made a part of and incorporated therein. This report is for your exclusive use and we are not responsible for any unauthorized use.

This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file.

This project is anticipated to be funded by US EPA Water Infrastructure Finance and Innovation Act (WIFIA) loan proceeds and that such federal funding requires the City to follow the federal regulations regarding the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, including appraisal requirements set forth in federal regulations 49 C.F.R. Subpart B. I understand that the City will rely upon the subject appraisal to comply with these appraisal requirements of the Uniform Act. The report will be prepared in conformance to the Uniform Standards of Professional Appraisal Practice and the report requirements set forth more particularly in 49 C.F.R. 23.103. The appraisal will comply with 23.103 requirements, presuming the appraisal need not comply with the Yellow Book.

The subject of this appraisal consists of two parcels located at 1025 W NASA Blvd in Melbourne, comprising portions of parent parcel ID 27-37-32-00-751. Parcel One contains 67,019 square feet (approximately 1.54 acres), while Parcel Two contains 7,211 square feet (approximately 0.17 acres). These parcels are situated at the southwest corner of a larger 54.66-acre parent tract, as detailed in the attached survey documentation.

The City of Melbourne seeks to acquire these parcels through fee simple acquisition for a

utility infrastructure improvement project. The acquisition will facilitate the expansion of the existing Hibiscus Boulevard Potable Water Booster Pump Station, which is located adjacent to and between the two subject parcels. The utility improvement project involves extensive demolition and reconstruction work, including the removal of the existing 1-million gallon ground storage tank, demolition of the existing pumps and electrical building, removal of the existing generator facility, and demolition of the existing asphalt parking area within the acquisition parcels.

The planned construction includes a replacement 2-million gallon ground storage tank, installation of a new vertical turbine pump station, construction of a new electrical building, installation of a new generator facility, construction of a replacement driveway, and installation of a required stormwater dry retention area. The parent tract is an irregularly shaped parcel currently improved with multiple office buildings and associated parking facilities. The property is zoned M-1 Light Industrial District

This letter of transmittal is not an appraisal report; however, the attached report sets forth the data, research, and analyses that support our value conclusions.

Based on the appraisal described in the accompanying report, subject to the Limiting Conditions and Assumptions, we have made the following value conclusion:

SUMMARY OF VALUES

PARTIAL ACQUISITION:

1. Fee Simple Market Value of Entire Parent Parcel	$	9,570,000
2. Part Acquired (Land/Affected Improvements)	$	298,000
3. Remainder (As Part of Whole)	$	9,272,000
4. Remainder (Appraised, Uncured)	$	9,272,000
5. Damages (Total, Uncured)	$	78,000
6. Special Benefits	$	0
7. Damages	$	0

Value of the Part Acquired 1.54+/- Acres and 0.17+/- Acres

The Current, As Is Market Value of the Fee Simple estate of the property, which consists of 1.54+/- Acres and 0.17+/- Acres of Land to be acquired by the City of Melbourne Utility and Public Works Department, as of July 11, 2025, is:

Three Hundred Seventy-Six Thousand Dollars
$376,000

Please reference Page 8 of this report for important information regarding the Limiting Conditions and Assumptions; Page 11 for Extraordinary Assumptions, and Page 18 for scope of research and analysis for this appraisal, including property identification, inspection, highest and best use analysis and valuation methodology. Acceptance of this report constitutes an agreement with these conditions and assumptions.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. The appraiser has not performed any previous services regarding the subject within three years prior to agreeing to perform this assignment.

This appraisal is intended for the use of our client, Ms. Tom Baker, Project Manager with the City of Melbourne, and is intended only for use by them in estimating the market value of the Fee Simple estate of the subject property. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services. We believe you will find this report to be self-explanatory; however, you are invited to contact us should you have any questions or require further information relative to this matter.

Respectfully submitted,
Tuttle-Armfield-Wagner Appraisal & Research, Inc.

Matthew W. Jehs, MAI
Cert Gen RZ2806

Dominic D'Alessandro
Cert Gen RZ4536

TABLE OF CONTENTS

SUMMARY OF VALUES 4
Summary of Important Facts and Conclusions 6
SUMMARY OF VALUES 7
SUMMARY OF COMPENSATION – 1.54+/- Acre and 0.17+/- Acre Acquisition Parcel 7
Limiting Conditions and Assumptions 8
Extraordinary Assumptions 11
Identification of Subject 12
Purpose of the Appraisal 16
Client 16
Intended Use and User of Appraisal 16
Identification of the Appraisal Problem 16
Scope of Work 18
Owner of Record and Sales History 21
Existing Leases, Rentals or Use Agreements 21
Parent Parcel Determination 23
Neighborhood Analysis 26
Zoning 46
Assessment and Taxes 49
Property Description – Parent Parcel 51
Subject Photographs 55
Highest and Best Use – Parent Parcel 58
Valuation Methodology 62
Land Valuation - Parent Parcel 63
Property Description - The Part Acquired 82
Valuation of The Part To Be Acquired 86
Valuation of The Remainder – As Part of Whole Property 86
Purpose of Appraisal – The Remainder After Acquisition 86
Appraisal Problem – The Remainder 86
Proposed Improvement 89
Support for Damages/No Damages 91
Cost Analysis 91
Depreciation Analysis 92
Cost to Cure Damages 93
Special Benefits 93
SUMMARY OF VALUES 94
SUMMARY OF COMPENSATION – 1.54+/- Acre and 0.17+/- Acre Acquisition Parcel 94
Certification 95
Addenda 96
Definitions 97
Professional Qualifications 99
Brevard County Checklist 101

Summary of Important Facts and Conclusions

Report Dates	
Report Date	7/29/2025
Inspection Date	7/11/2025
As Is Date of Value	7/11/2025

Subject Summary	
Property Name	1.54+/- Acres and 0.17+/- Acres of Land
Property Major Type	Land
Address	1025 W Nasa Blvd
City	Melbourne
County	Brevard
State	FL
Zip	32901
Tax ID	Portion of 27-37-32-00-751
Owner	L3Harris Technologies Inc
Land SF	Parent Parcel: 2,380,990 Part To Be Acquired: 74,226
Acres	Parent Parcel: 54.660 Part To Be Acquired: 1.704
Zoning	M-1

Highest and Best Use	
Highest and Best Use as Vacant	The highest and best use, as vacant, is for commercial development, most likely development of high-tech manufacturing/research park .

Intended Use and Users

Intended Use

The client will rely upon this appraisal for internal use, including but not limited to determining the market value of two parcels that represent portions of a 54.66-acre parent parcel being considered for acquisition by the City of Melbourne. The subject parcels are described as follows: Parcel One encompasses 67,019 square feet (approximately 1.54 acres), and Parcel Two encompasses 7,211 square feet (approximately 0.17 acres).

Intended Users

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

SUMMARY OF VALUES

PARTIAL ACQUISITION:

1. Before Property	$ 9,570,000
2. Part Acquired (Land/Affected Improvements)	$ 298,000
3. Remainder (As Part of Whole)	$ 9,272,000
4. Remainder (Appraised, Uncured)	$ 9,272,000
5. Damages (Total, Uncured)	$ 78,000
6. Special Benefits	$ 0
7. Damages	$ 0

SUMMARY OF COMPENSATION – 1.54+/- Acre and 0.17+/- Acre Acquisition Parcel

Part Acquired	$ 298,000
Damages, Incurable	$ 78,000
Cost to Cure, Net or Minor	$ 0
TOTAL COMPENSATION	**$ 376,000**

Limiting Conditions and Assumptions

1. Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

2. The values given in this appraisal report represent the opinion of the signers as to the values as of the dates specified herein. Values of real estate are affected by an enormous variety of forces and conditions which will vary with future conditions, sometimes sharply within a short time. Responsible ownership and competent management are assumed.

3. This appraisal report covers the premises herein described only. Neither the figures herein nor any analysis thereof, nor any unit values derived therefrom are to be construed as applicable to any other property, however similar the same may be.

4. It is assumed that the title to said premises is good; that the legal description of the premises is correct; that the improvements are entirely and correctly located on the property; but no investigation or survey has been made, unless so stated.

5. The value given in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless so stated.

6. Information as to the description of the premises, restrictions, improvements and income features of the property involved in this report is as has been submitted by the applicant for this appraisal, or has been obtained by the signer hereto. All such information is considered to be correct; however, no responsibility is assumed as to the correctness thereof unless so stated in the report.

7. Possession of any copy of this report does not carry with it the right of publication, nor may it be used, or relied upon, for any purpose by anyone other than the client without prior written authorization of the client and identified as such herein, and in any event, only in its entirety. Parties who receive a copy of this report as a consequence of disclosure requirements applicable to our client do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such by our client at the time of engagement for services.

8. Neither all nor part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media, without the written consent of the author; particularly as to the valuation conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute, or to the SRA or MAI designations.

9. The appraiser herein, by reason of this report is not required to give testimony in court or attend hearings, with reference to the property herein appraised, unless arrangements have been previously made therefore.

10. The Contract for the appraisal of said premises is fulfilled by the signer hereto upon the delivery of this report duly executed.

11. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and zoning laws unless noncompliance is stated, defined and considered in the appraisal report. Necessary licenses, permits, consents, legislative or administrative authority from any local, state or Federal government or private entity are assumed to be in place or reasonably obtainable.

12. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

13. All data relating to land sales, improved property sales, and comparable rentals used in this report are considered to be proprietary; that is, owned by Tuttle-Armfield-Wagner. It is provided to the client for use within this report only. Any other use or distribution of this data without the prior written consent of Tuttle-Armfield-Wagner is specifically prohibited.

14. An environmental assessment was not provided for use in this assignment. No evidence of contamination was observed during our inspection, nor did we note the presence of commonly known toxic chemicals/hazardous materials. Nonetheless, we are not qualified to inspect/evaluate a site for potential hazards or contamination. Therefore, lacking contrary information, we assume that no contamination or environmental hazards exist that would adversely affect the subject utility and/or market value. Accordingly, the market value estimate contained herein is based on the accuracy of this assumption (subject to verification via a current environmental assessment as conducted by a duly qualified environmental scientist or engineer).

15. There are no proposed judgments or pending or threatened litigation that could affect the value of the property.

16. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

17. No consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

18. The current purchasing power of the dollar is the basis for the value stated in our appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

19. The value found herein is subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

20. Information, estimates and opinions are verified where possible, but cannot be guaranteed. Maps and plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted.

21. Unless stated herein, the property is assumed to be outside of areas where flood hazard insurance is mandatory. Maps used by public and private agencies to determine these areas are limited with respect to accuracy. Due diligence has been exercised in interpreting these maps, but no responsibility is assumed for misinterpretation.

22. It is assumed there are no encroachments, easements or other restrictions which would affect the subject property, unless otherwise stated.

23. This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed; this report is intended to be used in whole and not in part.

24. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

Extraordinary Assumptions

An assumption is a statement or condition which is presumed or assumed to be true and from which a conclusion can be drawn. An extraordinary assumption is an assumption which if found to be false could alter the resulting opinion or conclusion. We note that the use of the following Extraordinary Assumptions might affect assignment results if later found out to be untrue or faulty.

Extraordinary Assumptions
There are no Extraordinary Assumptions for this appraisal.

Identification of Subject

The subject of this appraisal consists of two parcels located at 1025 W NASA Blvd in Melbourne, comprising portions of parent parcel ID 27-37-32-00-751. Parcel One contains 67,019 square feet (approximately 1.54 acres), while Parcel Two contains 7,211 square feet (approximately 0.17 acres). These parcels are situated at the southwest corner of a larger 54.66-acre parent tract, as detailed in the attached survey documentation.

The City of Melbourne seeks to acquire these parcels through fee simple acquisition for a utility infrastructure improvement project. The acquisition will facilitate the expansion of the existing Hibiscus Boulevard Potable Water Booster Pump Station, which is located adjacent to and between the two subject parcels. The utility improvement project involves extensive demolition and reconstruction work, including the removal of the existing 1-million-gallon ground storage tank, demolition of the existing pumps and electrical building, removal of the existing generator facility, and demolition of the existing asphalt parking area within the acquisition parcels.

The planned construction includes a replacement 2-million gallon ground storage tank, installation of a new vertical turbine pump station, construction of a new electrical building, installation of a new generator facility, construction of a replacement driveway, and installation of a required stormwater dry retention area. The parent tract is an irregularly shaped parcel currently improved with multiple office buildings and associated parking facilities. The property is zoned M-1 Light Industrial District

The subject is located at 1025 W Nasa Blvd, Melbourne, Brevard County, FL 32901. The property is further identified as Brevard County Property Appraiser as a portion of Parcel ID: Portion of 27-37-32-00-751.

Parent Parcel in Entirety – 54.66 Acres

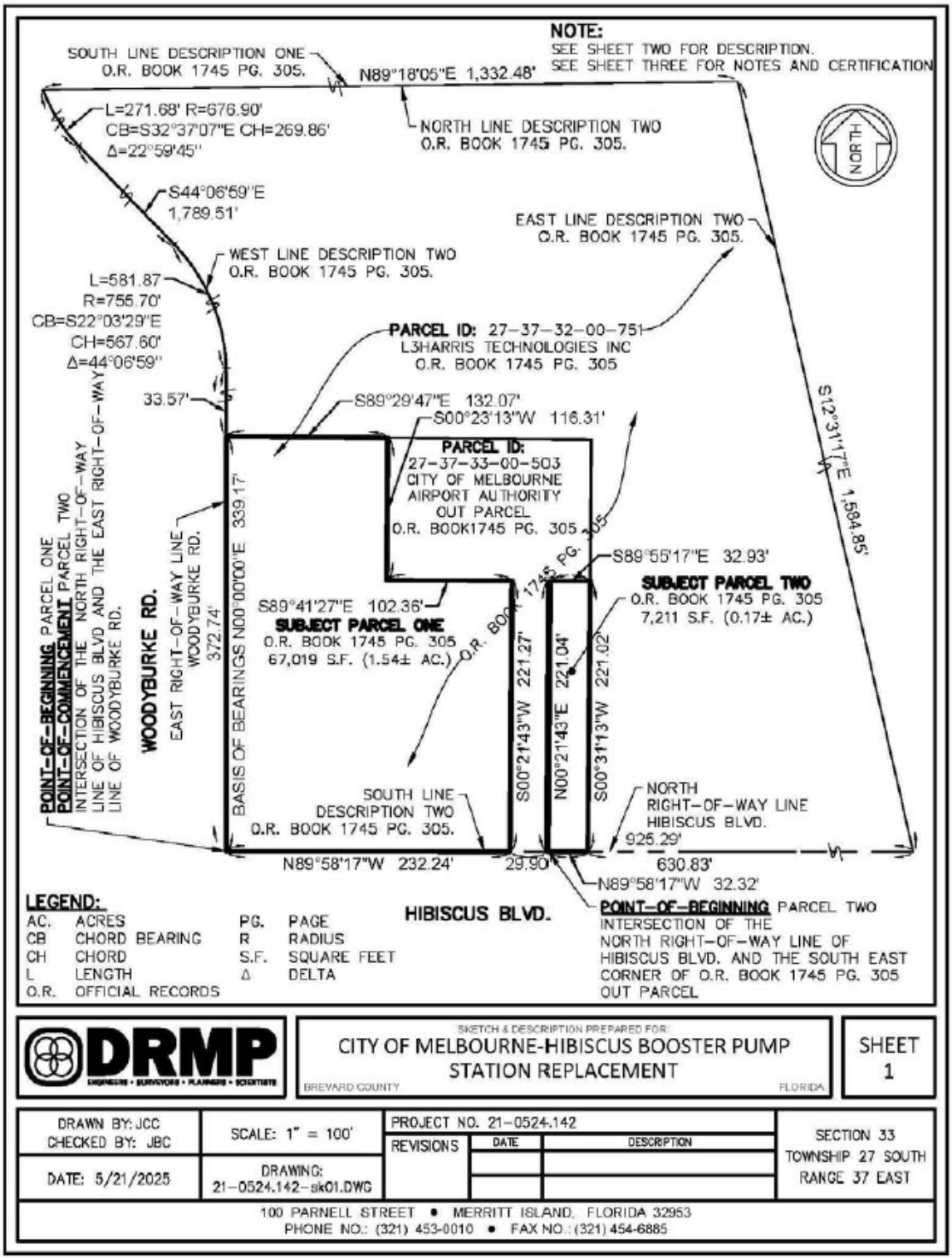


Proposed 1.54+/- Acre and 0.17+/- Acre Part To Be Acquired



The above map is intended for description purposes only. The 1.54+/- Acre and 0.17+/- Acre portion are based on scaled measurements from Brevard County Property Appraiser. See the Survey on the following page for accurate measurements.

Survey of 1.54+/- Acre and 0.17+/- Acre Portion



Purpose of the Appraisal

At the request of the client, the purpose of this appraisal is to estimate the Current Market Value of the Fee Simple interest of the subject property on an 'As Is' basis, specifically focusing on determining the market value of the 1.54+/- Acre and 0.17+/- Acre portion that is under consideration for acquisition by the City of Melbourne Utilities and Public Works Department effective July 11, 2025. The Part To Be Acquired are described as follows: Parcel One encompasses 67,019 square feet (approximately 1.54 acres), and Parcel Two encompasses 7,211 square feet (approximately 0.17 acres). The parcels are located on the parent site's southwestern corner but are only a portion of the parent tract. "Market Value," and "Fee Simple" interests are defined in the Addendum.

Client

This appraisal report has been prepared for the City of Melbourne to the attention of Mr. Tom Baker, Project Manager at Engineering Department, Melbourne, FL 32901.

Intended Use and User of Appraisal

Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.

The client will rely upon this appraisal for internal use, including but not limited to determining the market value of two parcels that represent portions of a 54.66-acre parent parcel being considered for acquisition by the City of Melbourne. The subject parcels are described as follows: Parcel One encompasses 67,019 square feet (approximately 1.54 acres), and Parcel Two encompasses 7,211 square feet (approximately 0.17 acres). No one other than the named client or any other party not identified as an intended user should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use.

Identification of the Appraisal Problem

The City of Melbourne has requested appraisal services to determine the Market Value of 1.54+/- Acre and 0.17+/- Acre portion of a 54.66-acre parent tract for acquisition. The acquisition will facilitate the expansion of the existing Hibiscus Boulevard Potable Water Booster Pump Station, which is located adjacent to and between the two subject parcels. The utility improvement project involves extensive demolition and reconstruction work, including the removal of the existing 1-million gallon ground storage tank, demolition of the existing pumps and electrical building, removal of the existing generator facility, and demolition of the existing asphalt parking area within the acquisition parcels.

The planned construction includes a replacement 2-million gallon ground storage tank, installation of a new vertical turbine pump station, construction of a new electrical building, installation of a new generator facility, construction of a replacement driveway, and installation of a required stormwater dry retention area.. The area to be acquired is situated at the southwest corner of the parent parcel.

Solving the appraisal problem involves first valuing the parent tract in the "before" situation, then valuing the "acquisition parcel as part of the whole," followed by a valuation of the "remainder" to determine if the removal of the tract has any additional effects that may be due to either Damages or Special Benefits.

In this case, the part to be acquired is improved land. The acquired portion does not affect any buildings but it does affect site improvements.

USPAP requires that the appraisers must identify the appraisal problem and have the knowledge and experience to complete it competently prior to accepting an assignment.

We have extensive experience appraising vacant land and acquisition parcels throughout Brevard County and Central Florida. We have the knowledge and experience to perform this assignment competently.

Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser's responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user. Therefore, the appraiser must identify and consider:

- the client and intended users of the report as well as the intended use;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

Scope Summary - Definition of the Problem
Problem
The purpose of the appraisal is to estimate the Current Market Value of the Fee Simple interest of the subject property on an 'As Is' basis.
Intended Use
The client will rely upon this appraisal for internal use, including but not limited to determining the market value of two parcels that represent portions of a 54.66-acre parent parcel being considered for acquisition by the City of Melbourne. The subject parcels are described as follows: Parcel One encompasses 67,019 square feet (approximately 1.54 acres), and Parcel Two encompasses 7,211 square feet (approximately 0.17 acres).
Intended User(s)
Intended user of the report is specifically identified as the client. Parties who receive a copy of this report do not become a party to the appraiser-client relationship and do not become intended users of this report unless the parties were specifically identified as such at the time of the engagement for services.
Appraisal Report
Based on the intended users understanding of the subject's physical, economic and legal characteristics, and the intended use of this appraisal, an appraisal report format was used.
This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). It presents a discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Additional supporting documentation concerning the data, reasoning, and analyses is retained in our file. This project is anticipated to be funded by US EPA Water Infrastructure Finance and Innovation Act (WIFIA) loan proceeds and that such federal funding requires the City to follow the federal regulations regarding the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, including appraisal requirements set forth in federal regulations 49 C.F.R. Subpart B. I understand that the City will rely upon the subject appraisal to comply with these appraisal requirements of the Uniform Act. The report will be prepared in conformance to the Uniform Standards of Professional Appraisal Practice and the report requirements set forth more particularly in 49 C.F.R. 23.103. The appraisal will comply with 23.103 requirements, presuming the appraisal need not comply with the Yellow Book.

Scope of Work

Property Identification

The subject has been identified by the assessors' parcel number, legal description, and address.

Is this a 'Land Only' appraisal?

yes

Inspection

An inspection of the subject property has been made, with photographs.

Zoning

A review of zoning and applicable land use controls has been made.

Market Analysis

The subject marketing area and surrounding neighborhoods within the county were examined in order to determine factors that significantly affect the subject property. Local land use policies, community support facilities, traffic patterns, demographics, and development trends were considered. A summary of the most pertinent details is presented.

Highest and Best Use Analysis

A complete as vacant highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.

Information Sources

The appraiser maintains a comprehensive database for this market area and has reviewed the market for sales, rentals and listings relevant to this analysis. In addition, market data acquired in the course of previous appraisal work is retained in the appraiser's work files. Other sources include, but are not limited to the following: Multiple Listing Services, public records, interviews with brokers, buyers, and sellers, appraisal files, published articles and surveys. Information pertaining to this data was verified by one or more parties involved with, or having reliable knowledge of, each individual transaction when possible.

Information Not Available

We had sufficient information to conclude a reliable value conclusion.

Comments

The employed methods and level of analysis provides a credible value conclusion for the subject property.

Competency Comment

The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Valuation Analyses

To value the proposed Part Acquired, several steps must be taken:

The first step is to estimate the Fee Simple Market Value of the Parent Parcel. This is accomplished by appraising the whole property (parent tract) before any consideration of the Part Acquired. A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

The second step is the valuation of the Partial Acquisition. The proposed acquisition area is appraised in the before situation (fee simple) and will have the same per unit value as that of the whole property.

Lastly, the remainder is valued to determine if damages or special benefits from the taking are conferred.

In this appraisal, the Cost Approach and the Income Approach are not applicable.

Comments	The employed methods and level of analysis provides a credible value conclusion for the subject property.
Competency Comment:	The person(s) signing this report are licensed to appraise real property in the state the subject is located. They affirm they have the experience, knowledge, and education to value this type property. They have previously appraised similar real estate.

Owner of Record and Sales History

The Brevard County Property Appraiser's Record Card indicates that current ownership is listed as L3Harris Technologies Inc. According to the Brevard County Public Records, the subject has not transferred ownership within the last five years. This information was verified with the Brevard County Property Appraiser records. We assume this information is accurate as described by public records. However, if further verification is required, we strongly suggest it be obtained via a current title search.

We searched several multiple listing services for active listings or pending contracts. No listings or pending contracts were identified. We assume the parent parcel is not currently listed for sale or under contract.

The City of Melbourne Utilities and Public Works Department is interested in the part to be acquired for the expansion of the existing Hibiscus Boulevard Potable Water Booster Pump Station project. As part of the project, the 1.54+/- Acre and 0.17+/- Acre portion will be acquired to facilitate extensive demolition and reconstruction work, including the removal of the existing 1-million gallon ground storage tank, demolition of the existing pumps and electrical building, removal of the existing generator facility, and demolition of the existing asphalt parking area within the acquisition parcels. The planned construction includes a replacement 2-million gallon ground storage tank, installation of a new vertical turbine pump station, construction of a new electrical building, installation of a new generator facility, construction of a replacement driveway, and installation of a required stormwater dry retention area.

Existing Leases, Rentals or Use Agreements

The subject is currently improved with a parking lot. There are no leases, rental, or use agreements associated with the property.

Legal Description

The following Legal Description of the parent parcel was reported in the E&O report provided by the client. We assume it is correct but strongly advise a current title policy be obtained if further verification is necessary.

Land Description:	PART OF E 1/2 OF SE 1/4 & PART OF W 1/2 OF SW 1/4 OF SEC 33 AS DES IN ORB 1745 PG 305 EX RD R/W ORB 1932 PG 606 PAR 501 IN SEC 33

The following Legal Description of the 1.54+/- Acres and 0.17+/- Acres of Land part to be acquired is from a client-provided survey.

Description:

A parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of the Brevard County public records all lying in Section 33, Township 27 South, Range 37 East, Brevard County Florida and being more particularly described as follows:

Begin at the intersection of the north line of Hibiscus Boulevard with the east right away line of Woody Burke Road, thence North, along said east right-of-way line, a distance of 339.17 feet; thence South 89 degrees 29 minutes 47 seconds East a distance of 132.07 feet to the northwest corner of the out parcel as described in said Official Records Book 1745 page 305; thence along the West lines of said out parcel, the following three courses; South 00 degrees 23 minutes 13 seconds West a distance of 116.31 feet; thence South 89 degrees 41 minutes 27 seconds East a distance of 102.36 feet; thence South 00 degrees 21 minutes 43 seconds West a distance of 221.27 feet to a point on the north right -of -way line of said Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 seconds West, along said north right -of- way line, a distance of 232.24 feet to the Point -of- Beginning.

Together with a parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of said public records and being more particularly described as follows:

Commence at the intersection of the northerly right-of-way line of Hibiscus Boulevard with the easterly right-of-way line of Woody Burke Road; thence South 89 degrees 58 minutes 18 seconds East along said north right -of- way line, a distance of 262.14 feet to the Point -of- Beginning, said point also being the southeast corner of the out parcel as described in said Official Records Book 1745 page 305; thence North 00 degrees 21 minutes 43 seconds East, along the east line of said lands, a distance of 221.04 feet to a point on the south line of said lands; thence South 89 degrees 55 minutes 17 seconds East along said south line, a distance at 32.93 feet; thence South 00 degrees 31 minutes 13 seconds West a distance of 221.02 feet to a point on the aforesaid north right -of- way line of Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 seconds West, along said north right -of- way line, a distance of 32.32 feet to the Point -of- Beginning.

Containing a total of 1.71 acres and being subject to any easements and/or rights-of-way of record.

NOTE:
SEE SHEET ONE FOR SKETCH OF DESCRIPTION.
SEE SHEET THREE FOR NOTES AND CERTIFICATION.

DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS

SKETCH & DESCRIPTION PREPARED FOR:
CITY OF MELBOURNE-HIBISCUS BOOSTER PUMP STATION REPLACEMENT
BREVARD COUNTY FLORIDA

SHEET 2

DRAWN BY: JCC CHECKED BY: JBC	SCALE: 1" = N/A	PROJECT NO. 21-0524.142 REVISIONS	DATE	DESCRIPTION	SECTION 33 TOWNSHIP 27 SOUTH RANGE 37 EAST
DATE: 5/21/2025	DRAWING: 21-0524.142-sk01.DWG				

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • FAX NO.: (321) 454-6885

Parent Parcel Determination

To successfully perform a *Before* and *After* appraisal, the appraiser must first determine the larger Parent Parcel. There are three tests required to determine the parent parcel for appraisal purposes. First, there must be unity of ownership in all parts of the property. Second, there must be unity of highest and best use for all parts of the property, and third, there must be contiguity.

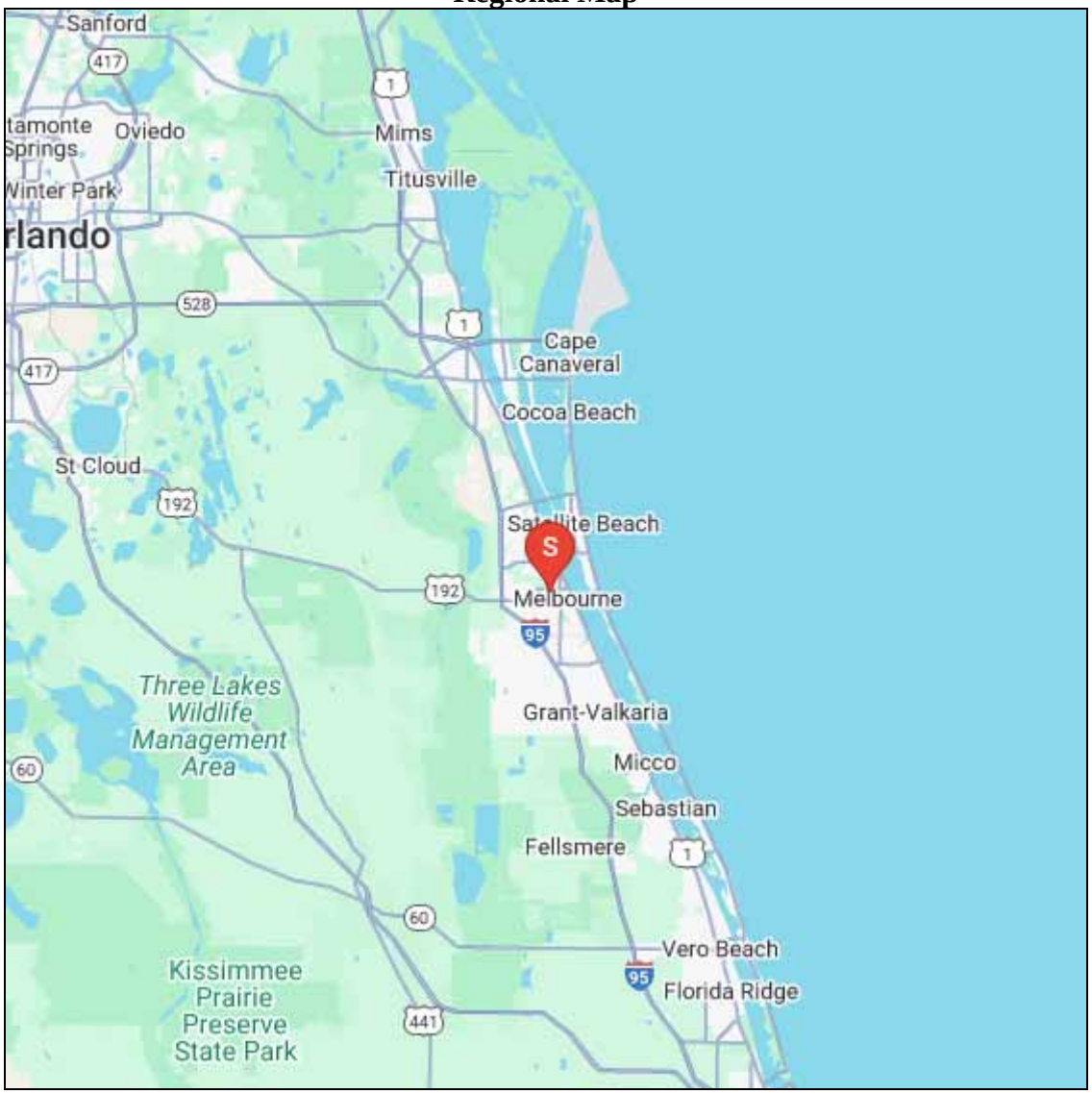
- Unity of Ownership: The property that must be acquired is entirely owned by L3Harris Technologies Inc. The parent parcel is a single, contiguous tract containing approximately 54.66 acres or 2,380,990 square feet, and contiguity is present.
- Contiguity: The parent parcel is a single, contiguous acreage tract consisting of one Parcel ID 27-37-32-00-751, which is improved industrial land.
- Unity of Use: The parent parcel conforms to zoning and future land use for industrial land. The entire tract has one zoning and future land use, which conforms with the current use. Before the acquisition, the highest and best use was continued use of industrial land for the entire tract; therefore, unity of use is present.

Parent Tract Conclusion

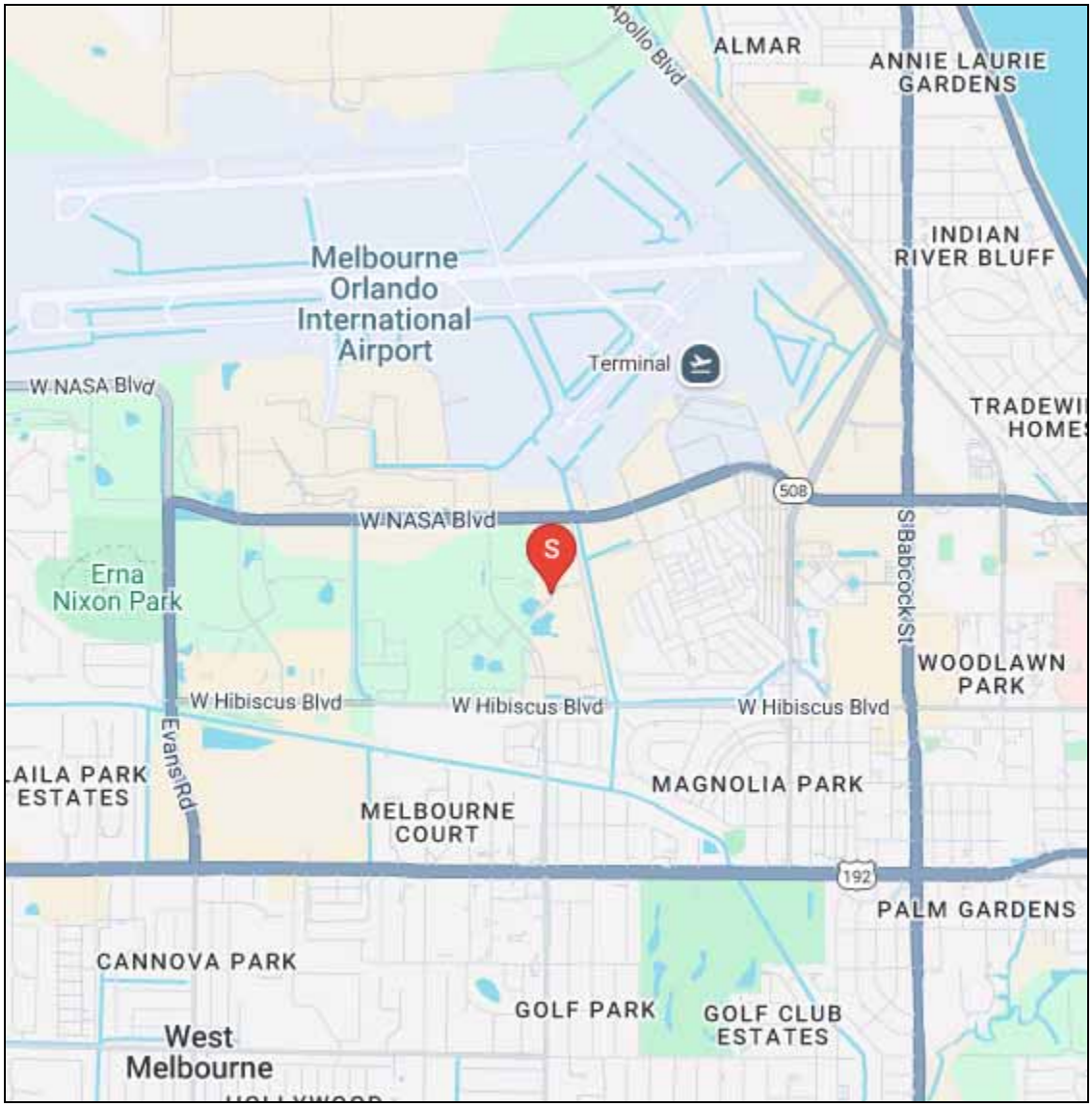
The parent parcel, therefore, represents a land tract containing approximately 54.66 acres or 2,380,990 square feet and identified by Brevard County Property Appraiser as Parcel ID 27-37-32-00-751, all under one ownership. A single entity owns the parent parcel; it is contiguous and has unity of use.

Location Maps

Regional Map



Neighborhood Map



Neighborhood Analysis

Location and General Data

The subject is located in the City of Melbourne, on the coast of east central Florida. Melbourne is about an hour's drive south of the Kennedy Space Center and 1½ hour's drive due east of Disney World. Melbourne is approximately 41 square miles in size, with about 80% of this land area in use. As of April 2021, the City of Melbourne's population stands at approximately 85,788. According to data published on January 31, 2022, by the Bureau of Economic and Business Research at the University of Florida, the population continues to grow at a modest rate.

The following boundaries best define the subject's market area: Eau Gallie Blvd. to the north, the Indian River to the east, New Haven Avenue (US Route 192) to the south, and Interstate 95 to the west. This defined area encompasses approximately 20 square miles and is approximately 80% developed.

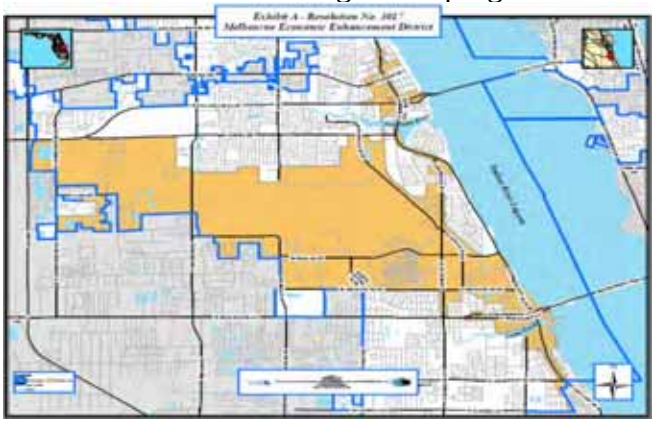
The market area has a variety of land uses, including light industrial, commercial retail, and office, as well as residential in both low-density single-family and medium-high-density apartments and condos.

Melbourne Economic Enhancement District (MEED)

In September 2008, the Melbourne City Council established the Melbourne Economic Enhancement District (MEED) to enhance the overall quality of life within the City of Melbourne by encouraging economic and redevelopment opportunities that create new jobs, improve the environment, and revitalize neighborhoods.

The program incentives consist of two separate State initiatives. One set of incentives focuses on economic development and redevelopment opportunities offered through Enterprise Florida. Enterprise Florida works under the auspices of the Governor's Department of Economic Opportunity (DEO). A second set of incentives offered through the Florida Department of Environmental Protection (FDEP) is for redevelopment projects that also remediate contaminated sites.

The programs may be used separately or together depending upon the individual project. City of Melbourne staff, in cooperation with the appropriate state agency, will provide the applicant with technical assistance to navigate the program.



Eau Gallie Activity Center (EGAC)

Future land use categories within the City's urban nodes, such as Downtown Melbourne, Eau Gallie, and Midtown, shall reflect the need to intensify and consolidate complementary land uses in strategic locations to prevent urban sprawl and encourage alternative transportation options. The Activity Center Overlays include the Downtown Melbourne Activity Center (DMAC), the Eau Gallie Activity Center (EGAC), the Midtown Activity Center (MAC), and the Community Activity Center (CAC). The first two overlays apply to the City's two downtowns. The last two are intended to complement, and not compete, with the two downtowns.
(Ord. No. 2013-16, § 2 (Exh. A), 3-26-2013)

Projects and Programs:
An Interlocal Agreement, Delegation of Authority and CRA Plan Amendment were approved in 2021. The Brevard County Commission revised their original delegation of authority to Melbourne City Council under Resolution No. 2021-083. The County and City agreed to allow for the extension of the CRA agency to 2038, specifically to construct and fund a public parking facility within Downtown Eau Gallie. Additionally, the interlocal agreement provides allowance for CRA bond financing for the project. A CRA redevelopment plan amendment was approved under Ordinance No. 2021-37, formalizing the terms of the interlocal agreement. The amendment extends the sunset date, establishes a public parking facilities capital project, and eliminates all existing programs, projects and initiatives outlined the 2001 “Olde Eau Gallie Riverfront Urban Infill and Community Redevelopment Plan” document. The CRA redevelopment plan also provides for the consideration of a public-private partnership to construct the garage.

Melbourne Downtown and Eau Gallie Central Business District(s)

In 2008, the City of Melbourne created an art overlay zone over portions of the “Olde Eau Gallie Riverfront Redevelopment Area”. The newly formed Eau Gallie Art District permits a live/work environment for artists. At this time, the new Eau Gallie Arts District contains approximately 30 acres and runs from Creel Street to McClendon Street and Avocado Avenue to Pineapple Avenue. Within this overlay district, the City of Melbourne provides a monetary incentive program to property owners to encourage them to make significant upgrades to their property.

The Art District was created to focus on revitalization efforts and promote a historical, cultural and artistic environment. Several new businesses in the Eau Gallie Arts District have moved into the EGAD area while Eau Gallie aims to become a major destination in the foreseeable future.

In early July 2024, NOMAD’S Canteen opened south of the subject at 617 W. Eau Gallie Blvd. where Rick’s Furniture Consignment once operated their business. This two-story restaurant with a patio rooftop offers an eclectic menu with ceviche, poke bowls, tacos, and American Fare.

Northeast of the subject, The Brevardian Riverfront Restaurant opened in early June 2024 after fully remodeling the former Bonefish Willys which offered waterfront dining along Pineapple Avenue with direct views of the Indian River Lagoon for over 30 years. The Brevardian offers upscale, fine casual dining, serving up classic Florida cuisine and classic cocktails.

Directly south of the subject property, on the northwest corner of Pineapple Avenue and Eau Gallie Boulevard a restaurant named Pineapples that opened in April 2021 with a three-story dining and entertainment venue with a restaurant and rooftop deck.

In October 2019, Frigates Waterfront Bar & Grill opened after constructing a new restaurant with multiple dining areas and levels where the Eau Gallie River Crab House once stood at 1120 N. Harbor City Blvd along the Eau Gillie River. This restaurant features fish dishes, steaks, burgers, and sushi amongst other menu items and is known locally for their Sunday and Holiday Brunch Events. Frigates also offers a boat dock for patrons arriving by water.



The Melbourne central business district is comprised of numerous retail, office and institutional use properties. The central business district is nearly 100% developed, and most of the buildings are older. At one time, this downtown area was the hub for professional offices occupied by attorneys, accountants, etc., as well as having served as the main location for several local financial institutions. During the 1990s and 2000s, many professional firms have moved to newer properties along Hibiscus Avenue, U.S.1, and the Viera area near the Brevard County government complex. However, solid restaurants and retail have reinvigorated the Melbourne CBD, and much of the new development is in that area, with many buildings being renovated.

A significant portion of the downtown area has been renovated, resulting in a "pedestrian mall" shopping district atmosphere along New Haven Avenue. The area is known as Downtown Melbourne and is a destination shopping and entertainment district. There is a concentration of small retailers offering a variety of merchandise, as well as restaurants and nightclubs. The CBD is active in promoting activities such as art festivals and street parties. These activities are a considerable help in keeping a strong activity base to this market area.

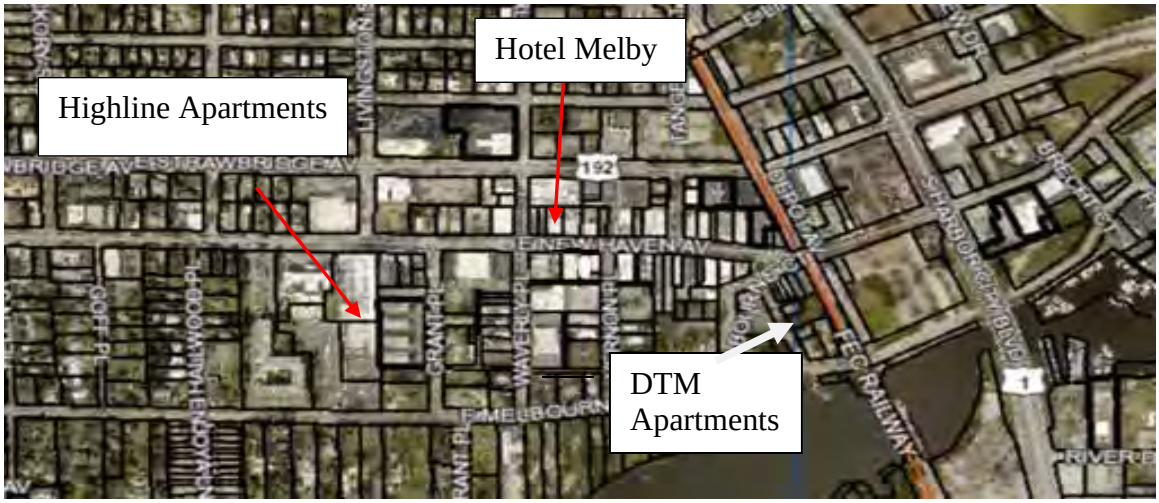
Because New Haven Avenue has only two lanes between the FEC railroad and the intersection with Strawbridge Avenue, traffic through this downtown area is congested and parking is limited. The central business district is nearly 100% developed with new development replacing older buildings.

The Highline apartment complex is an example of new Downtown Melbourne development. It is an eight-story, 96-foot building that has 171 apartment units along with commercial space on the first-floor level.



Highline Apartments

New Downtown Melbourne Development
Within the original downtown part of Melbourne most new growth will be renovation or replacement of existing properties as a result of the built-up nature of this area.



There are a significant number of redevelopment projects in the immediate area. The downtown Melbourne location has become popular for developing in-fill vacant lots and redeveloping older projects.

Hotel Melby is an 11-story, $42 million Hilton boutique hotel that fronts Strawbridge Avenue. The hotel has 156 rooms, including 24 corner suites and a rooftop bar and lounge featuring 4,900 SF of event-meeting space. A 170-space parking garage forms the base of the building and there are an additional 30 public parking spaces at the rear of the hotel along on E. Melbourne Avenue.

Holmes Regional Medical Center
The defined area also contains a concentration of medical offices, due to the presence of the Holmes Regional Medical Center. This hospital is the primary care provider for South Brevard and has become a major magnet for neighborhood growth. Within a one-mile radius around Holmes a large medical office park has developed. The medical office market is predominately comprised of numerous freestanding buildings occupied by physician specialists that are on staff or support the hospital.

Within the past 15 years, the hospital was expanded by 50,000 SF to house 12 new operating suites, a pharmacy, a pre-surgical testing center and a new Heart Institute. A new birthing wing was also added. Hospital expansion is continuing with major improvements at the north end of the facility that have necessitated a realignment of Sheridan Road. Also, HealthFirst has 40 acres along Gateway Drive, south of NASA Boulevard, that is improved with a 200,000 square foot medical office project.

Melbourne-Orlando International Airport
The subject is primarily comprised of light manufacturing and office space. Its close proximity to the Orlando-Melbourne International Airport (identified by FAA as MLB) and nearby high tech and aerospace users is the primary influence within the subject's market area (as well as much of the County). MLB serves Florida's Space and Treasure Coasts with domestic and international passengers as well as air freight service.

Melbourne-Orlando International Airport is responsible for generating more than $1 billion per year in economic activity. The airport has three runways and a 200,000-square-foot terminal. Scheduled daily passenger service is provided by Delta Air Lines and Delta Connection, along with limited service by Apex Executive Jet Center. The Melbourne-Orlando International Airport is also home to Melbourne's Greyhound bus terminal which provides daily trips to Florida cities and beyond.

MLB is a thriving hub for aviation, aerospace, and high-technology business. The airport's infrastructure and engineering-oriented workforce have attracted businesses that contribute over $1 billion of annual economic impact. Brevard County has one of the largest Foreign Trade Zones in the United States, including hubs at MLB, and offers five transportation options: space, sea, highway, rail, and air.

Recent Airpot Growth and Development

In recent years, the airport has experienced tremendous growth with new and/or expanded facilities by its major tenants, including:

- Sheltair Aviation – a hangar developer at MLB since 1988. The company has constructed numerous T-hangar buildings and several aircraft storage and maintenance hangars at the airport.

- Apex Executive Jet Center (FBO) – established a new FBO facility and aircraft maintenance hangar in 2008 (formerly Baer Air) and then expanded with another hangar and additional apron space in 2017.

- Embraer Executive Jets – the company selected MLB in 2008 to establish its North American Phenom 100 and Phenom 300 assembly and showroom facility. In 2012, the company announced a major expansion of its campus at MLB with the addition of new facilities and the Embraer Engineering and Technology Center USA for research and product development, in effect doubling its initial presence.

- Florida Institute of Technology Research Park (Florida Tech Research Park) – in 2009, the Melbourne Airport Authority and FIT set aside a 100-acre parcel for use as a technology park to enhance and expand Brevard County's technology-research infrastructure and create jobs for the Space Coast. FIT actively promotes the Florida Tech Research Park to attract business, government, and academic allies to identify, facilitate, and accelerate innovation so it can more rapidly be brought to market.

- Kindred Hospital – the long-term, acute care hospital was opened within the Airport Industrial Park (2010)

- Discovery Aviation – since 2011, the company manufactures aircraft (Discovery XL-2 and Discovery 201) and produces aerospace composite structures at MLB

- Florida Institute of Technology (Aviation Programs) – located a t the airport since 1968, FIT Aviation relocated and modernized its education, flight training, research, and FBO facilities (2009)

- AeroMod International – established a maintenance, repair, and overhaul (MRO) station at MLB in 2016, primarily servicing commercial service airline aircraft. They took over the recently constructed 83,000 square foot state-of-the-art hangar at MLB that was originally occupied by MidAir USA.

• Northrop Grumman Corporation – located at MLB since 1987, is currently undergoing a $500 million capital investment to expand its aerospace and defense-related research, engineering, development, testing, production facilities at MLB (ongoing)

• Harris Corporation's continued investment in its headquarters located adjacent to MLB

• Other notable MLB tenants include AAR Corporation (aircraft maintenance), Southeast Aerospace (aerospace components and services), Circles of Care (hospital), Rockwell-Collins (aerospace and defense), and several technology firms, such as Ricoh USA and Revolutions Technologies.



Above is a map of the major aerospace, technology and light industrial manufacturers in the immediate area south of the Orlando Melbourne International Airport.

Additional Airport Recent and Proposed Construction Projects

Hyatt Place "Fly-In Hotel"

The new Hyatt Place hotel is a 5-story building that includes 143 rooms, a rooftop bar, and a pool. The location of the fly-in hotel allows aircraft to land and taxi right outside the hotel, allowing air travelers to step straight off the tarmac and into the hotel. The new hotel serves the general public and air travelers. This hotel opened in June of 2023 with The Landing Rooftop Bar & Grill opening in early February 2025.



Dassault Falcon Jet

In October 2022, this company announced the planned construction of a maintenance facility at Melbourne Orlando International Airport. The 175,000-square-foot complex is expected to bring more than 400 high-tech, high-paying jobs to the city. The facility will accommodate all current Falcon models (including the new, ultra-long-range Falcon 10X). The state-of-the-art facility will be capable of performing major maintenance and modifications on up to 18 Falcon models simultaneously. Additionally, the site will be home to a 54,000-square-foot paint shop. Construction began in the second quarter of 2023, with the opening set for mid-2025.



This artist's rendering depicts the future Dassault Falcon Jet hangar complex off Apollo Boulevard at Melbourne Orlando International Airport. *Melbourne Community Development Department*

Project Autobahn
An undisclosed major aerospace-defense company is considering 111 acres at Melbourne Orlando International Airport for a secretive project code-named Project Autobahn. Melbourne is competing with other states to attract this "blue-chip" project, which would require access to the airport's infrastructure, runways, and taxiways. The Melbourne Airport Authority has approved $1.7 million in lease options for four parcels totaling 111 acres to support Project Autobahn. These parcels were formerly slated for Aerion Supersonic's headquarters, which shut down in 2021.

Project Autobahn may be developed in multiple phases over several years. Details about the project, including potential jobs and capital investment, remain scant. This development comes on the heels of Dassault Falcon Jet's announcement to build a $115 million aviation maintenance facility at the airport, expected to create 400 new jobs.

Dassault Falcon Jet Launches New Service Complex in Melbourne
Dassault Falcon Jet (DFJ) is completing construction of a $115 million service complex at Melbourne Orlando International Airport, with plans to welcome its first aircraft in July. This strategic expansion will establish a major maintenance, repair, and overhaul hub serving Falcon corporate aircraft from the U.S. East Coast, Mexico, and Latin America.

Facility Highlights
The impressive 46-acre complex features a 235,000-square-foot maintenance hangar capable of accommodating up to 16 Falcon aircraft simultaneously. Adjacent to this stands a 54,000-square-foot paint shop divided into strip-prep and paint bays with separate ventilation systems. The facility includes dedicated customer amenities such as offices, conference rooms, and lounges for jet owners and crews during their stays.

Economic Impact
This expansion represents a significant economic boost for Florida's Space Coast:

- Plans to employ approximately 350 workers by 2030
- Average employee salaries of $86,120
- Initial staffing of about 150 workers by the end of 2025
- Growth to 200-250 employees by late 2026

Beyond direct employment, the complex will attract "ultra-high-net-worth customers" who will stay in local hotels for weeks while their aircraft undergo servicing, further stimulating the local economy.

Service Capabilities
The Melbourne facility will handle the full range of Falcon models, including:

- Routine maintenance (1-2 weeks)
- Emergency repairs (typically completed overnight)
- Major overhauls including paint, interior renovations, and avionics updates (up to 3 months)
- Service for newer models like the Falcon 6X widebody and Falcon 8X long-range jets

- Future accommodation for the in-development Falcon 10X luxury business jet

Strategic Importance
This facility represents part of Dassault's global service expansion, joining centers in Little Rock, Reno, São Paulo, Dubai, and Kuala Lumpur. The company reports an all-time-high backlog of $46.7 billion in orders, including 79 Falcon jets, positioning the Melbourne complex as a critical component of their growth strategy.
The project, initially code-named "Project Vista," was developed through partnerships with Space Florida, Enterprise Florida, and CareerSource Brevard, with additional support from a $6.6 million Florida Department of Transportation grant that funded infrastructure improvements.

According to CEO Thierry Betbeze, recruitment of skilled technicians will be key to the facility's ramp-up timeline, with applicants coming from as far away as Japan to join the operation.

New Police Headquarters Building
The City of Melbourne broke ground on the new police headquarters on September 14, 2022. The facility is located at the northeast corner of the intersection of Martin Luther King Jr. Boulevard and W. NASA Boulevard. The Joseph Pellicano Law Enforcement Center is a two-story, 76,390-square facility that will house all police divisions in the same location. The new facility is able to withstand a Category 5 Hurricane and key features include concrete tilt wall construction, an emergency generator with a 10,000-gallon fuel tank that can run the facility for two weeks, the ability to easily connect an additional generator and air conditioning system if needed, a backup water system, and a backup sanitary sewer system. The new facility was estimated to cost $32 million and was completed in November of 2024. The Melbourne Police Department moved into the new facility in early February 2025.



New Developments

Margaritaville Resort

Compass by Margaritaville is an extension of the Margaritaville Resort brand. This concept captures the Margaritaville culture in 80,000 square feet of interior space and is typically developed in smaller leisure markets, downtown hubs, or college towns. The new proposed resort will be located just north of NASA Boulevard, approximately 1.4 miles from the US 1 and Strawbridge Avenue intersection. The project is to redevelop the old Coral Bay-Intracoastal riverfront site adjacent to the Marina Towers office building. The complex will cost between $60 million to $65 million to complete and will have a Space Coast theme. The resort will have up to 150 rooms, five restaurants, a rooftop lounge, and a 12,000-square-foot concert yard that can hold 1,200 people. In addition, the project will construct two parking structures that can accommodate up to 500 cars and a boardwalk that will give access to over 200 boat slips. Groundbreaking for this project was anticipated to be between May-June 2022. This riverfront resort will be less than ½ mile north of the subject with frontage along S. Harbor City Blvd.



Artist Renderings of Margaritaville Resort

Paramount Riverfront Condos is a new pair of 10-story high-rise condo towers in Melbourne located adjacent to the subject. Paramount Riverfront near Downtown Melbourne is a river view condominium project located just east of E. Hibiscus Blvd on S. Harbor City Blvd. The condominium project features units ranging from 2,082 SF to 4,428 SF. There have been several closed sales in 2022, with pricing varying between $529,900 for a 2,082 SF 2nd floor unit up to $824,900 for a 9th floor 2,345 SF unit. This project also has penthouse units on the 10th floor. In late 2021, two penthouse units sold for $1,590,000 and $1,825,000 each unit was 4,428 SF.



Paramount Condominium Project

Proposed Avery Eau Gallie A Miami-Dade developer is proposing to build Avery Eau Gallie, a seven-story building with 326 apartments and ground-level restaurant/retail space just south of the intersection of US Highway 1 and Eau Gallie Blvd. Communiy Director Cindy Dittmer stated, "I think the Avery will help revitalize our Eau Gallie (Community Redevelopment Area) community with the influx of at least 400 new residents that will be living, eating, and patronizing the businesses that are in Eau Gallie".



An artist's rendering of Avery Eau Gallie, a seven-story building with 326 apartments and ground-level restaurant-retail space near U.S. 1 and Eau Gallie Boulevard. *Courtesy Melbourne City Hall*

Class A Office Building District

There are ten Class A office buildings in the defined area, with most located along U.S. Highway 1 in the defined area. The U.S. Highway 1 corridor has historically appealed to Class A office users because of the high traffic exposure and the river views. Further, the corridor is in close proximity to off-site amenities, including the Melbourne central business district, hospital, and airport.

Holmes Regional Medical Center

Holmes Regional Medical Center is the primary care provider for South Brevard and has become the southeast portion of the defined area contains a concentration of medical offices due to the presence of the Holmes Regional Medical Center. This hospital is the primary care provider for South Brevard and has become a major magnet for neighborhood growth. Within a one-mile radius around Holmes, a large medical office park has developed. The medical office market predominately comprises numerous freestanding buildings occupied by physician specialists on staff or support the hospital.

Within the past ten years, the hospital was expanded by 50,000 SF to house 12 new operating suites, a pharmacy, a pre-surgical testing center, and a new Heart Institute. A new birthing wing was also added. Hospital expansion is continuing with major improvements at the north end of the facility that have necessitated a realignment of Sheridan Road. Also, HealthFirst has 40 acres along Gateway Drive that is improved with a 200,000 square foot medical office project.

Within a one-mile radius around Holmes, a large medical office park has developed. The medical office market is predominately comprised of numerous freestanding buildings with several multi-tenant medical office buildings.

Other developments in the medical district include an ACLF (Adult Congregate Living Facility) at the northeast corner of Hibiscus Boulevard and Hickory Street, the Regency Office Medical Park immediately east of the Atlantic Orthopedic Group building, and a large office facility named the Apollo Professional Tower.

Neighborhood Residential Market Activity

A quick recap of the Brevard County Residential Report for June 2025:

- **Closed Sales are up 5.7% for June 2025 in which the number of units closed was 958 compared to 906 in June 2024, with an increase in cash sales of 14.4%.**
- **New Pending Sales are up 4.2% and New Listings are down -0.1%.**
- **The Median Sales Price for Brevard County Single Family homes is up 4.0% to $389,950 compared to a year ago, which was $375,000.**
- **Months' Supply of Inventory is up 12.2% to 4.6 months, an increase from 4.1 months in June 2024.**
- **Traditional Sales are up 6.1% with a median sales price of $390,000.**
- **Foreclosure/REO Sales are down -50.0% with 5 closed sales and a median sales price of $285,000.**
- **Short Sale Closings are N/A with 2 closed sales and a median sales price of $272,000.**

What this means:
The June 2025 housing stats show that Brevard County's residential market remains strong and active. Home sales and prices are up, with more buyers—especially cash buyers—entering the market. While new listings have held steady, inventory is gradually increasing, giving buyers more options. The rise in pending sales signals continued demand, and the low number of foreclosures and short sales points to overall financial stability among homeowners. Overall, the market is healthy, with signs of steady growth and a shift toward better balance between buyers and sellers.

Source: Space Coast Association of Realtors

Access and Linkages

Transportation and Traffic Patterns

Interstate 95 is an arterial highway that traverses the east coast of the United States from Maine southward to south Florida. This road also serves as a commuter route for local traffic from Palm Bay to Titusville and beyond. There are currently 16 interchanges serving Brevard County and three servicing Melbourne. The most proximate interchange to the subject is at S.R. 192.

The subject improvements are located south of Old NASA Boulevard, which benefited from a street realignment project that tied NASA Boulevard into Ellis Road at the intersection at Wickham Road. NASA Boulevard is not characterized by retail use, but is more consistent with light industrial, office, and R&D.

Highway U.S.1 is a six lane, north-south artery that connects the Melbourne area with Cocoa to the north, Palm Bay to the south, and points beyond. In the subject's neighborhood, this roadway is known as Harbor City Boulevard. The subject benefits from frontage along this road, which experiences relatively high traffic counts in comparison to the South Brevard area.

Eau Gallie Boulevard is a major east/west arterial highway within the City of Melbourne. Eau Gallie Boulevard connects the Melbourne area with the beaches to the east and Wickham Road and Interstate 95 to the west.

West of U.S. 1, Eau Gallie Boulevard is a four-lane roadway. East of U.S. 1 in the area of the subject, the road is divided into two “one way” streets. The west bound “one way” street carries the name of Eau Gallie Boulevard. The east bound “one way” street is known as Montreal Avenue.

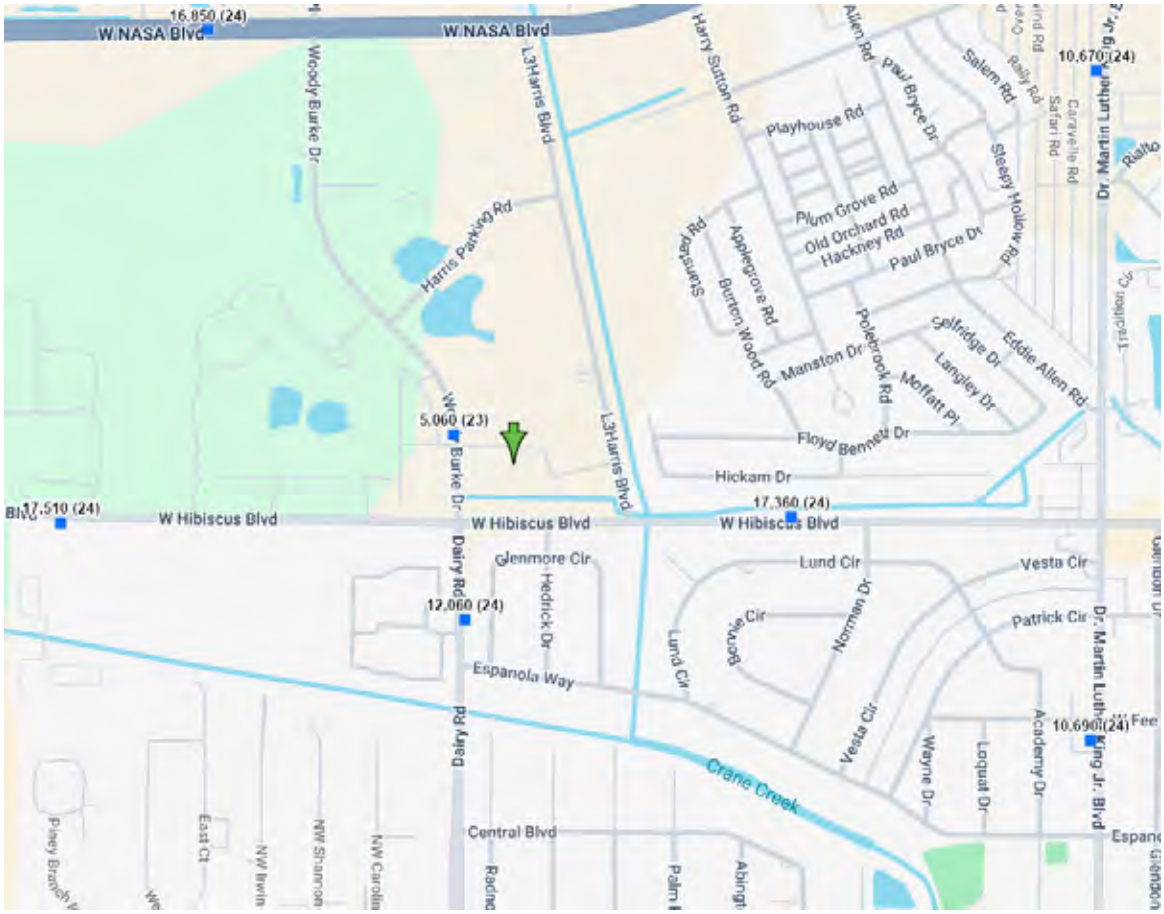
Pineapple Avenue is a north/south, two-lane, paved, neighborhood street which begins at Old Oak Street and terminates at the intersection of U.S.1 and Parkway Drive.

Babcock Street is a four-lane asphalt paved artery with center turn lanes that connects the neighborhood with Palm Bay to the south and with U.S.1 to the northeast.

Apollo Boulevard is a secondary traffic artery. At its southern end, Apollo Boulevard is a two-lane road that provides access through the medical office district, just west of the regional hospital. It becomes a four-lane road to the north of NASA Boulevard and continues northwestward across the east portion of the Melbourne International Airport property. The road currently ends at the Eau Gallie River, just north of Sarno Road. Eventual plans are to extend the road across the Eau Gallie River to intersect with Eau Gallie Boulevard to alleviate traffic congestion on U.S.1.

Traffic Count Map

A traffic count map is illustrated below. In the subject's immediate area, traffic levels are 16,850 vehicles per day along W. NASA Blvd, 17,360 vehicles per day along W. Hibiscus Blvd, and 5,060 vehicles per day along Woody Burke Dr. Traffic is not tracked along L3 Harris Blvd.



Brightline High Speed Rail Line

The F.E.C. Railway system is just west of the subject. In Brevard, crews are adding a second set of tracks along the north-south Florida East Coast Railway railbed. Construction has been completed on the Brightline-Orlando extension route. Previously named Virgin Trains, Brightline has completed the second phase of its privately-owned rail network, which will lead through Brevard County.

Company officials planned to launch the Orlando-to-Miami rail service in 2022, though those plans have been delayed. The ribbon cutting ceremony for the Orlando Station is scheduled for April 2023, however, this will not mark the beginning of service. In Brevard County, 110 MPH testing from Post Rd. to Gus Hipp Rd. is scheduled to being in the third week of March 2023, with opening of service planned for Q2 2023.

There are plans for stops in Brevard County. In April 2021 Brightline purchased approximately 33 acres in the northeast corner of the subject neighborhood. The $12.5M purchase has fueled speculation that this will be the location of the Brevard Station. As of June 2022, the location is yet to be finalized. The Interstate 95 cloverleaf is approximately 4 miles west of the property purchased in 2021. Trains will take a second Beachline tunnel to overpasses above I-95 and Pine Street before following the south side of the expressway to an Orlando International Airport rail station.



Waterway Influence - Indian River Lagoon

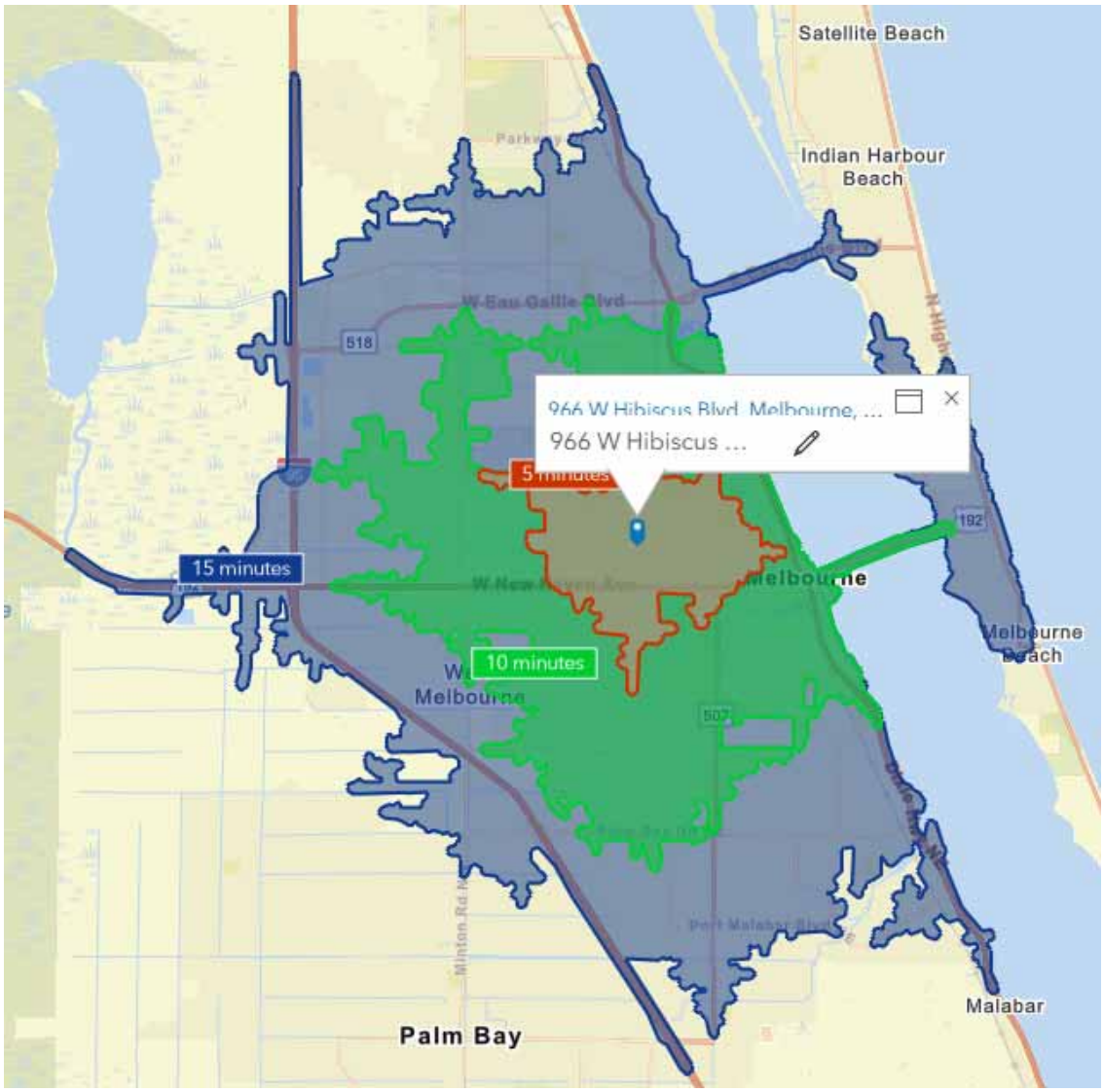
The 156 mile long Indian River Lagoon (IRL) is a grouping of three lagoons: Mosquito Lagoon, Banana River, and the Indian River, on the Atlantic Coast of Florida. The IRL is not a river, but an estuary where freshwater running off the mainland meets ocean water. Its full length is 156 miles (251 km), extending from Ponce de León Inlet in Volusia County, Florida, to Jupiter Inlet in Palm Beach County, Florida, and includes Cape Canaveral. Lake Okeechobee is connected to the lagoon by the Okeechobee Waterway and the St. Lucie River meeting in Sewall's Point.

The Indian River Lagoon is North America's most diverse estuary with more than 2,200 different species of animals and 2,100 species of plants. The Lagoon varies in width from .5 to 5 miles (0.80 to 8.0 km) and averages 3 feet (0.91 m) in depth. It serves as a spawning and nursery ground for many different species of oceanic and lagoon fish and shellfish. The lagoon also has one of the most diverse bird populations anywhere in America. Nearly 1/3 of the nation's manatee population lives here or migrates through the Lagoon seasonally. In addition, its ocean beaches provide one of the densest sea turtle nesting areas found in the Western Hemisphere. The IRL is not only biologically significant, but economically significant as well. The IRL salt water recreational fishery generated $346 million per year in economic benefits to the eastern central Florida region. The market and non-market economic value of the lagoon exceeds $700 million per year. The IRL provides 50% of Eastern Florida's fish catch and 90% of Florida's clam harvest. Most of the marinas in Brevard and Indian River County are located on this waterway.

Demographics

For demographic data, we have included a detailed analysis of the neighborhood provided by ESRI, the endorsed GIS firm utilized by both the Appraisal Institute and CCIM members. This data incorporates information reported by U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI then makes credible forecasts for 2020 and 2025. ESRI converted 1990 Census data into 2000 geography. Due to the geographical factors presented by the Indian River Lagoon, the most appropriate study areas are 5, 10, and 15-minute drive times.

Population and income information for the five, ten and fifteen-minute drive times are shown on the following tables. All three study areas have slight increases forecast for population levels. The fifteen-minute drive time area has the greatest income levels.



Source: Site to Do Business, *ESRI*, 5-10-15-Minute Drive-Times)

esri
THE SCIENCE OF WHERE

Community Profile

966 W Hibiscus Blvd, Melbourne, Florida, 32901
Drive time: 5, 10, 15 minute radii

Prepared by Esri
Latitude: 28.08611
Longitude: -80.63724

	5 minutes	10 minutes	15 minutes
Population Summary			
2010 Total Population	4,709	45,881	114,076
2020 Total Population	4,983	52,846	129,938
2020 Group Quarters	591	3,153	3,984
2025 Total Population	5,648	55,504	137,864
2025 Group Quarters	628	3,358	4,261
2030 Total Population	5,751	57,081	142,804
2025-2030 Annual Rate	0.36%	0.56%	0.71%
2025 Total Daytime Population	19,925	85,911	169,161
Workers	16,617	53,931	92,810
Residents	3,308	31,980	76,351
Household Summary			
2010 Households	2,441	20,606	50,811
2010 Average Household Size	1.77	2.11	2.19
2020 Total Households	2,378	22,971	56,690
2020 Average Household Size	1.85	2.16	2.22
2025 Households	2,729	24,521	61,065
2025 Average Household Size	1.84	2.13	2.19
2030 Households	2,803	25,509	63,837
2030 Average Household Size	1.83	2.11	2.17
2025-2030 Annual Rate	0.54%	0.79%	0.89%
2010 Families	1,093	11,137	29,229
2010 Average Family Size	2.43	2.76	2.79
2025 Families	1,232	13,241	34,722
2025 Average Family Size	2.54	2.82	2.84
2030 Families	1,258	13,670	36,145
2030 Average Family Size	2.52	2.80	2.82
2025-2030 Annual Rate	0.42%	0.64%	0.81%
Housing Unit Summary			
2000 Housing Units	3,136	19,749	50,672
Owner Occupied Housing Units	54.4%	54.6%	59.1%
Renter Occupied Housing Units	24.2%	34.4%	30.8%
Vacant Housing Units	21.5%	11.0%	10.1%
2010 Housing Units	2,996	24,288	59,393
Owner Occupied Housing Units	48.5%	50.3%	55.4%
Renter Occupied Housing Units	33.0%	34.6%	30.2%
Vacant Housing Units	18.5%	15.2%	14.4%
2020 Housing Units	2,966	25,947	63,177
Owner Occupied Housing Units	47.2%	50.8%	56.0%
Renter Occupied Housing Units	32.9%	37.7%	33.7%
Vacant Housing Units	19.8%	11.3%	10.2%
2025 Housing Units	3,316	27,397	67,776
Owner Occupied Housing Units	45.6%	51.5%	56.1%
Renter Occupied Housing Units	36.7%	38.0%	34.0%
Vacant Housing Units	17.7%	10.5%	9.9%
2030 Housing Units	3,395	28,392	70,634
Owner Occupied Housing Units	48.1%	53.3%	57.4%
Renter Occupied Housing Units	34.5%	36.6%	33.0%
Vacant Housing Units	17.4%	10.2%	9.6%

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: Esri forecasts for 2025 and 2030. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

July 07, 2025

	5 minutes	10 minutes	15 minutes
Median Household Income			
2025	$57,418	$69,292	$74,863
2030	$68,433	$79,338	$82,696
Median Home Value			
2025	$174,081	$360,400	$363,749
2030	$279,274	$435,195	$440,059
Per Capita Income			
2025	$35,002	$38,687	$41,052
2030	$39,756	$43,809	$46,292

Summary and Conclusion

The defined area has a mix of uses. Single and multi-family uses dominate most interior neighborhood locations, and commercial/light industrial uses dominate along arterial boundaries and crossing thoroughfares. No adverse neighborhood conditions are known to exist (nor were any observed) that would preclude or severely limit subject utilization according to its highest and best use as determined herein.

In comparison to other areas in the region, the market area is rated as follows:

MARKET AREA ATTRIBUTE RATINGS	
Highway Access	Average
Demand Generators	Above Average
Convenience to other supporting land uses	Above Average
Convenience to Public Transportation	Average
Employment Stability	Above Average
Police and Fire Protection	Above Average
General Appearance of Properties	Good
Appeal to Market	Good
Prices/Value Trend	Stable for Residential Stable for Commercial Stable for Industrial

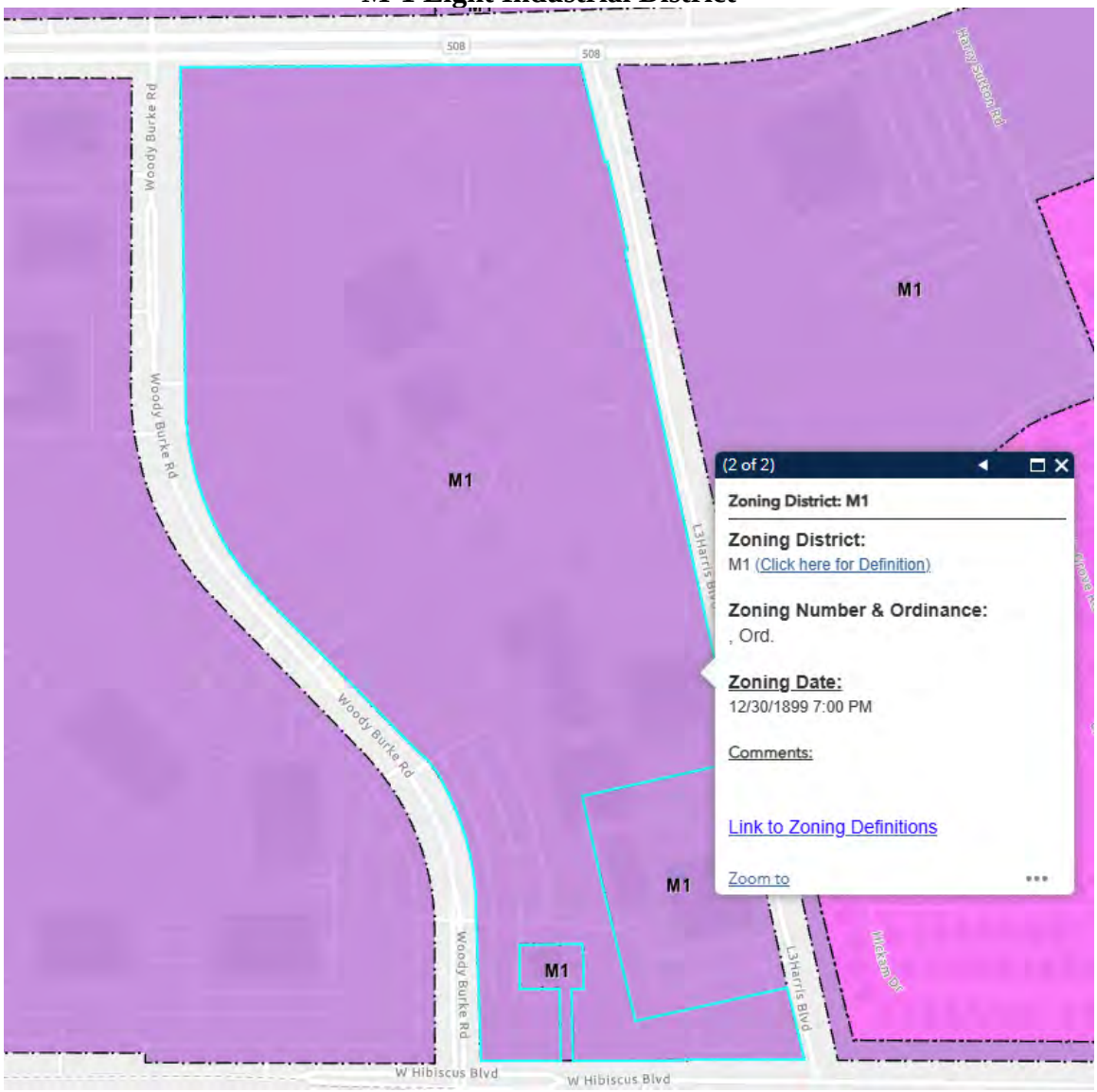
Zoning

The requirements noted below are not intended to represent all applicable aspects of the ordinance. They do provide the reader with knowledge of general legal parameters.

Zoning Summary	
Zoning Authority	Melbourne
Zoning Code	M-1
Zoning Type/Description	M-1 — Light Industrial District
Zoning Intent/Summary	The provisions of this district are intended to apply to an area located in close proximity to rail, air or major roadway facilities and which can serve intensive commercial uses and light manufacturing, warehousing, distribution, wholesaling and other industrial functions of the city and the region. Restrictions herein are intended to minimize adverse influences of the industrial activities on nearby non-industrial areas and to eliminate unnecessary industrial traffic through non-industrial areas.
Permitted Uses	Permitted uses include but are not limited to Light assembly, Assisted living facility, Brewpub, Building, contractor and equipment storage, Car wash, Child care facility, Community center, Convenience stores with a gas station, Electronic assemble, Hotel/Motel, Hospitals, House of worship, Laboratories, light manufacturing, Mini-storage, Office/Financial institutions, Parking facility as a principal use, Public Use, Public Utilities service facility, Indoor Recreation, Restaurants, Retail, Schools, Non-academic instruction schools, Vehicle service, Business, and personal service, Major vehicle service, Vehicle sales, and Warehousing and Wholesaling.
Future Land Use	Industrial
Maximum Site Coverage	0.5
Minimum Lot Area	10,000 sf
Minimum Lot Width	100 ft
Minimum Lot Depth	100 ft
Front Set Back Distance	20 ft
Side Yard Distance	None
Back Yard Distance	20 ft
Maximum Building Height	4 floors with a maximum height of 48 feet
Zoning Parking Requirements	Various depending upon use.
Deed Restrictions/Moratoriums	To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.
Entitlements	We were provided no information by ownership that the subject site possesses any Entitlements which would affect the subject site. We assume that the subject does not have Entitlements in place which would significantly affect the value.

Zoning Map

M-1 Light Industrial District



FLU Map

Industrial



Assessment and Taxes

Real Estate Assessment and Taxes					
Tax ID	Total Assessment	Millage Tax Rate	Ad Valorem Taxes	Non Ad Valorem Taxes	Total Parcel Taxes
Portion of 27-37-32-00-751	$15,598,510	17.2369	$268,869.99	$22,519.84	$291,389.83

The tax year runs from January 1st to December 31st. Real estate taxes in Brevard County are paid one year in arrears (2024 taxes are paid in 2025), and are due and payable November 1st of each year or as soon thereafter as the certified tax roll is received by the Tax Collector from the Property Appraiser.

Properties in Brevard County are assessed Ad Valorem Taxes and Non-Ad Valorem Taxes. Ad valorem taxes, or real property taxes, are based on the value of such property. Non-ad valorem assessments are NOT based on value but are set amounts. The Non-Ad Valorem Taxes the subject is responsible for goes toward solid waste disposal and emergency medical services.

According to Florida law, assessments are to be at 'Full Just Value'. This term is generally held to be 100% Market Value, less reasonable costs of sales. It has been our experience, however, that assessments vary widely in relation to market value as defined in this report. Reassessments are annual based on a calendar year.

Aerial Photograph

Parent Tract



Property Description – Parent Parcel

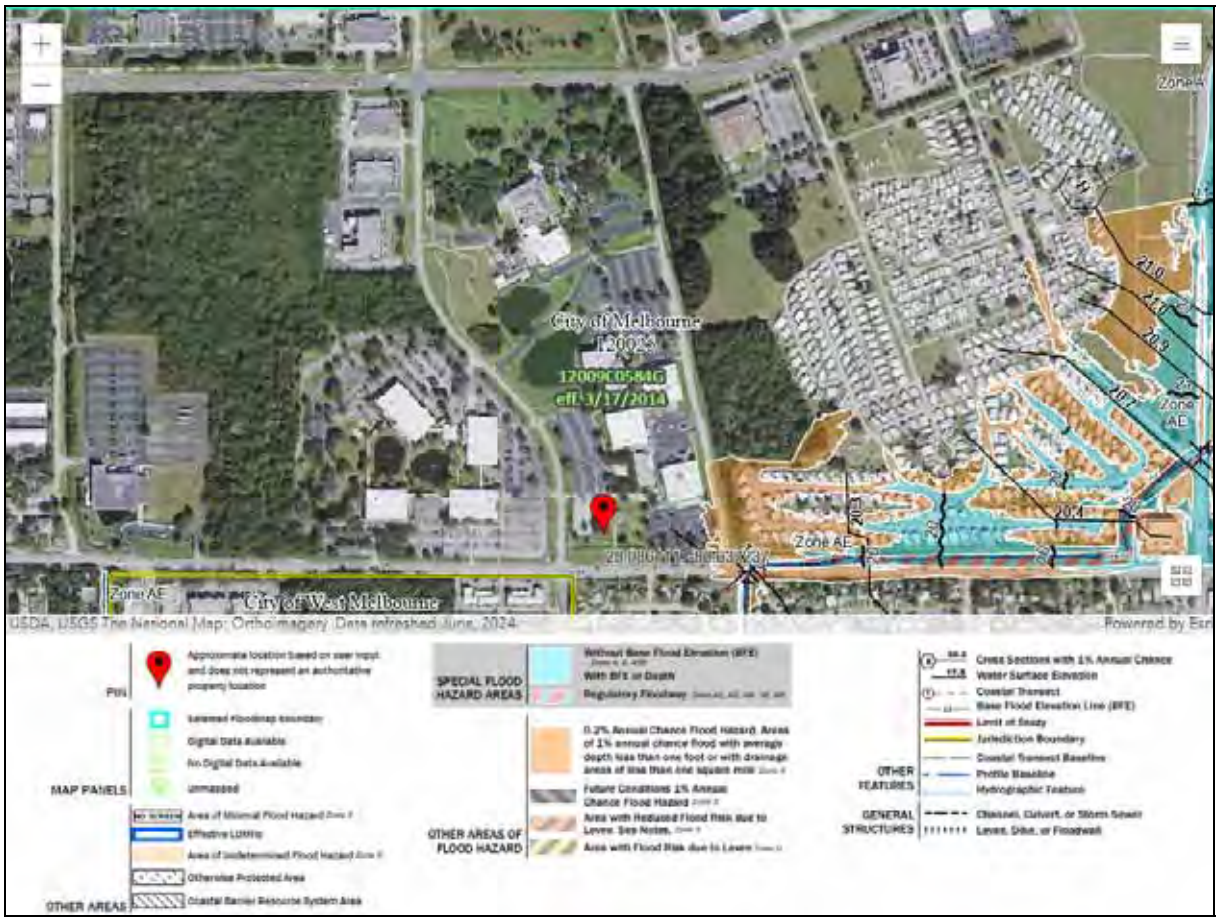
The following description is based on our property inspection and public records.

Site Summary	
Parcel ID	27-37-32-00-751
Location	The subject is made up of two parcels. Parcel One contains 67,019 square feet (approximately 1.54 acres), while Parcel Two contains 7,211 square feet (approximately 0.17 acres). These parcels are situated at the southwest corner of a larger 54.66-acre parent tract. The parent tract has an address of 1025 W Nasa Blvd, Melbourne, FL 32901.
Land Use	1940 - Professional/Office Complex
Current Use	Improved with multiple office buildings.
Map Latitude	28.089660
Map Longitude	-80.637731
Adjacent Land Uses	North: W Nasa Blvd followed by the Melbourne Orlando International Airport East: L3 Harris Blvd followed by the Tropical Haven 55+ Manufactured Home Lifestyle Community South: W Hibiscus Blvd followed by a single family residential neighborhood West: Woody Burke Dr followed by office buildings
Site Analysis & Comments	Site utility is Average. The subject has adequate size, shape, access, utilities, and topography for low intensity commercial use. Considering neighborhood trends and physical features, the subject site is suited for low to moderate intensity commercial use.
Site Size Attributes	
Gross Land Area (Sq Ft)	2,380,990
Gross Land Area (Acres)	54.66
Usable Land Area (Sq Ft)	2,380,990
Usable Land Area (Acres)	54.66
Excess Land Area Comments	There is no indicated excess land. The subject Floor Area Ratio (FAR) meets or exceeds current building trends for this property type.
Usable Land Area Comments	Other than the setback ordinances required by zoning, we have been provided no information that any of the subject land is unuseable.
Source for Site Size	Property appraiser record card.
Site Size Analysis	The total subject land area is towards the high end of the range for commercial use in the subject neighborhood.

Site Characteristics	
Corner Lot	is
Primary Frontage Street Name	W Nasa Blvd
Secondary Frontage Street Name	L3 Harris Blvd
Frontage - Primary Street (Feet)	256
View	Average
View Description	The subject has direct access, frontage and commercial exposure towards West New Haven Avenue.
Access	Above Average
Access Description	The site can be accessed from three locations: one entrance along W NASA Blvd at the north, four entrances along Woody Burke Rd at the west, and three entrances along L3 Harris Blvd at the east.
Site Visibility	Above Average
Site Visibility Description	The subject property is clearly visible from all four roadways, however, only W Nasa Blvd and W Hibiscus are highly traveled. The roads on the east and west are side streets with limited traffic. The high traffic on W Nasa Blvd and W Hibiscus, would meet typical market requirements for commercial use of the property.
Site Improvements	The site improvements include multiple office buildings, multiple asphalt-paved access drives and parking areas, and sidewalks. The parking lots are open, paved areas with lined and marked spaces. Additional site improvements include signage. The subject's site improvements appear to be in average condition.
Off-Site Improvements	The off-site improvements consist largely of the improved roadways and municipal utilities.
Drainage	There is an on-site retention area towards the western boundary. We assume this adequately services the site, but we were not provided with information regarding whether the site currently meets the on-site compensatory stormwater requirements.
Landscaping	The subject has average landscaping.
Topography	The subject has level topography at grade and no areas of wetlands.
Shape	The site is irregularly shaped
Soil Conditions	The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

Site Hazards	
FEMA Map #	12009C0584G
FEMA Map Date	3/17/2014
Flood Zone	X
Flood Zone Comments	The Flood Zone X classification denotes areas that are "determined to be outside the 500-year flood", and are considered to be of minimal flood hazard. The appraiser is not an expert in this matter and is reporting data from FEMA maps.
Encumbrance / Easement Description	We were not provided a current survey or title policy of the subject property. We assume that no easements, encumbrances, and or deed restrictions exist that adversely affect subject utility or market value. Accordingly, the market value estimated herein is contingent on the accuracy of this assumption. Please reference Limiting Conditions and Assumptions.
Environmental Issues	We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards. Please reference Limiting Conditions and Assumptions.
Encroachments	No encroachments onto the subject property were noted by inspection or survey. We assume there are no encroachments onto the subject site.
Percent Wetlands	
Possible Nuisance	The site is located approximately one mile south of Melbourne Orlando International Airport, which has regular flight activity. However, we do not believe this creates a nuisance as sound levels in the area are minimal.
Site Utilities	
Adequacy of Utilities	Utilities are typical of the surrounding properties and allow for the adequate use of the subject property. All utilities and services are provided at rates and with efficiency comparable to the surrounding neighborhood and area in general.
Public Electricity	The site is served by public electricity.
Water Supply Type	City water
Sewer Type	City sewer

FEMA Flood Map



Subject Photographs



Subject Interior Facing North



Subject Interior Facing West



Subject Interior Facing South



Subject Interior Facing East



Subject Interior Facing South



Woody Burke Rd Facing South



Woody Burke Rd Facing North



Subject Interior Facing East



Subject Interior Facing North



Subject Interior Facing North



Subject Interior Facing North



Subject Interior Facing West



Subject Interior Facing North



Subject Interior Facing South



Subject Interior Facing West



Parking Lot Entrance

Highest and Best Use – Parent Parcel

Before an opinion of value can be developed, the highest and best use of the property must be determined for both the subject site as though vacant, and for the property as improved. Highest and best use may be defined as:

> "The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

1. **Permissible Use.** What uses are permitted by zoning and other legal restrictions?
2. **Possible Use.** To what use is the site physically adaptable?
3. **Feasible Use.** Which possible and permissible use will produce any net return to the owner of the site?
4. **Maximally Productive.** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Because the use of the land can be limited by the presence of improvements, the highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

The first determination reflects the fact that land value is derived from potential land use. The highest and best use of a property as improved refers to the optimal use that could be made of the property, including all proposed structures.

The determination of the highest and best use of land as though vacant is useful for land or site valuation; determining the highest and best use of an improved property provides a decision regarding continued use or demolition of the property.

Highest and Best Use As Vacant
Legally Permissible

The category of Legally Permissible uses includes an analysis of public development regulations, including current and possible future changes in zoning regulations and procedures, and private constraints, including deed restrictions, leases, or any known encumbrances on title.

As discussed earlier in the zoning section, the current zoning classification is described on the following page.

Zoning Summary	
Zoning Authority	Melbourne
Zoning Code	M-1
Zoning Type/Description	M-1 — Light Industrial District
Zoning Intent/Summary	The provisions of this district are intended to apply to an area located in close proximity to rail, air or major roadway facilities and which can serve intensive commercial uses and light manufacturing, warehousing, distribution, wholesaling and other industrial functions of the city and the region. Restrictions herein are intended to minimize adverse influences of the industrial activities on nearby non-industrial areas and to eliminate unnecessary industrial traffic through non-industrial areas.
Permitted Uses	Permitted uses include but are not limited to Light assembly, Assisted living facility, Brewpub, Building, contractor and equipment storage, Car wash, Child care facility, Community center, Convenience stores with a gas station, Electronic assemble, Hotel/Motel, Hospitals, House of worship, Laboratories, light manufacturing, Mini-storage, Office/Financial institutions, Parking facility as a principal use, Public Use, Public Utilities service facility, Indoor Recreation, Restaurants, Retail, Schools, Non-academic instruction schools, Vehicle service, Business, and personal service, Major vehicle service, Vehicle sales, and Warehousing and Wholesaling.
Future Land Use	Industrial
Maximum Site Coverage	0.5
Minimum Lot Area	10,000 sf
Minimum Lot Width	100 ft
Minimum Lot Depth	100 ft
Front Set Back Distance	20 ft
Side Yard Distance	None
Back Yard Distance	20 ft
Maximum Building Height	4 floors with a maximum height of 48 feet
Zoning Parking Requirements	Various depending upon use.
Deed Restrictions/Moratoriums	To our knowledge, there are no land use regulations other than zoning that would affect the property. Further, there is no moratorium on development.
Entitlements	We were provided no information by ownership that the subject site possesses any Entitlements which would affect the subject site. We assume that the subject does not have Entitlements in place which would significantly affect the value.

Physically Possible

A site's physical limitation includes its size, visibility, access, topography, soil conditions, environmental conditions, and available utilities. A site must have the capability of meeting the physical requirements of a proposed development, i.e., providing sufficient space for the buildings, setbacks, parking, open space and retention areas, etc.

The subject parent parcel is an irregularly shaped site composed of 54.66 acres. The subject is situated on the southeast corner of W. NASA Boulevard and Broadband Drive and on the north side of W. Hibiscus Boulevard in Melbourne, Brevard County, Florida. The subject's location is in a high-tech/aerospace hub surrounding the Melbourne-Orlando International Airport, including various aerospace users, including Northrup Grumman, Harris Corp., Rockwell Collins, Embraer, Thales, and GE, among others.

The site has extensive frontage and access along NASA Boulevard, as well as Woody Burke Rd, L3 Harris Blvd, and W. Hibiscus Boulevard. The site is mostly cleared. Utilities are located near the site, and on-site retention exists. The subject property appears well suited for a large-scale research development/aerospace manufacturing project or subdivision into a few smaller parcels for similar use as permitted under zoning.

The subject site is located on NASA Boulevard in Melbourne. The subject's location provides Average access and exposure in comparison with other similar Industrial sites.

Financially Feasible

Financial Feasibility is an analysis of the property's ability to return the highest possible yield on land and improvement investments based on its income-producing capability and the return requirements of investors in the market.

The subject is well located for high-tech/aerospace-related manufacturing or R&D development due to its location adjoining the Orlando-Melbourne International Airport and various aerospace-related companies, such as Northrup Grumman, Harris Corporation, Rockwell Collins, Embraer, etc. The presence of these companies serves as a significant magnet/draw for additional like-minded aerospace corporations that benefit from the proximity to the airport and these corporations. The large existing aerospace workforce is an additional strong draw that has been touted by several of the companies that have located or expanded within the neighborhood.

The subject's zoning also permits office and retail uses, providing flexibility for potential developers. The size of the subject site could be extremely attractive for large campus development, and the lack of similarly large-sized parcels in the neighborhood is considered a bonus (due to lack of direct competition).

Maximally Productive Use

Reviewing the permitted principal uses set forth under the zoning ordinance, as well as recent developments in the neighborhood, it is our opinion that the Highest and Best Use of the subject parcel "as vacant" is for the development of high-tech manufacturing/research park use as permitted under zoning as sufficient demand permits. Eventual development could be in the form of one large campus or subdivided into multiple smaller parcels depending upon specific end-user demand/requirements.

Exposure Time

Exposure time is the estimated length of time that the subject would have been offered on the market prior to a hypothetical sale of the property on the effective date of the appraisal. Based on data obtained from sales transactions and interviews with market participants, it is our opinion that the probable exposure time for the property at the concluded market value is 3-4 Months for the effective date of July 11, 2025.

Marketing Period

Marketing period is an opinion of the amount of time it might take to sell the subject at the concluded market value during the period immediately following the effective date of the appraisal. Because we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject is the same as its exposure time. Therefore, we estimate the subject's marketing period to be 3-4 Months for the effective date of July 11, 2025.

Competitive Market Supply

As part of our research for this assignment, we researched similar vacant residential sites currently listed publicly for sale in the subject's local market area. We searched for similar competitive sites currently available for sale or recently listed for sale in the subject's immediate concentric area and within Brevard County. The subject area is mostly developed, and most sites are redevelopment sites. We could not identify any similar vacant land listings.

Valuation Methodology

Cost Approach

The Cost Approach is summarized as follows:

Cost New
- Depreciation
+ Land Value
= Value

Income Approach

The Income Approach converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounting process.

Sales Comparison Approach

The Sales Comparison Approach compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived.

Final Reconciliation

The appraisal process concludes with the Final Reconciliation of the values derived from the approaches applied for a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

Analyses Applied

To value the proposed Part Acquired, several steps must be taken:

The first step is to estimate the Fee Simple Market Value of the Parent Parcel. This is accomplished by appraising the whole property (parent tract) before any consideration of the Part Acquired for the proposed easement. A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

The second step is the valuation of the Partial Acquisition. The proposed acquisition area is appraised in the before situation (fee simple) and will have the same per unit value as that of the whole property.

Lastly, the remainder is valued to determine if damages or special benefits from the taking are conferred. Lastly, discounting for property rights of Less than Fee Easement vs Fee Simple Property rights is applied.

In this appraisal, the Cost Approach is applicable due to the subject improvements but the Income Approach are not applicable.

Land Valuation - Parent Parcel

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed and the data reconciled for a final indication of value via the Sales Comparison Approach.

Land Comparables – As Is Parent Parcel

We have researched comparables for this analysis; these are documented on the following pages and analysis grid. All sales have been researched through numerous sources and verified by a party to the transaction when available. In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per Usable Acre. The comparables are detailed on the following pages.

Land Comparable 1





Transaction			
Address	700 Blk of N John Rodes	**ID**	9198
City	Melbourne	**Date**	7/19/2023
County	Brevard	**Actual Price**	$5,900,000
Zip	32934	**Price Adjustment**	$0
Tax ID	27-36-23-00-506	**Price**	$5,900,000
Grantor	Acopian Land, LP	**Price Per Acre**	$127,320
Grantee	Harbour Logistics Center	**Price Per Usable Acre**	$185,476.27
Book/Page or Reference	9844 / 284	**Conditions of Sale**	Normal
Financing	Conventional	**Days on Market**	91

Site			
Acres	46.34	**Zoning**	M-1
Land SF	2,018,570	**Utilities**	Public water; Sewer
Usable Acres	31.81	**Traffic Count**	10,060
Corner	No	**Road Frontage**	N. John Rodes Blvd - 671.17'
Visibility	Average	**Shape**	Irregular
Access	Average	**Distance**	4.04

Sale Comments

This is the closed sale of 46.34 acres on the east side of N. John Rodes Boulevard in Melbourne. The site appears mostly level, with 31.81 acres of uplands. The listing agent reported the site does have scattered jurisdictional wetlands. Site access is average, with 671.17' of road frontage along N. John Rd. The site is in a primarily industrial area and is zoned M-1 with an industrial FLU.

The property was listed at $6,800,000 and was on the market since August 2022. Mr. Mike Ullian, the listing agent, reported a lot of interest in the site. The developer reportedly plans to construct a big-box distribution warehouse.

The closing price was recorded at $5,900,000, closing on July 19th, 2023.

Land Comparable 2









Transaction			
Address	4429 W. Eau Gallie Blvd.	**ID**	11557
City	Melbourne	**Date**	12/22/2022
County	Brevard	**Actual Price**	$4,600,000
Zip	32934	**Price Adjustment**	$0
Tax ID	27-36-23-00-500, 27-36-23-00-755	**Price**	$4,600,000
Grantor	BYSS Realty LLC	**Price Per Acre**	$132,146
Grantee	ETC SPE LLC	**Price Per Usable Acre**	$155,563.07
Book/Page or Reference	9683/1444	**Conditions of Sale**	None Noted
Financing	Market Terms	**Days on Market**	2106

Site			
Acres	34.81	**Zoning**	C-P, M-1
Land SF	1,516,324	**Utilities**	All to Site
Usable Acres	29.57	**Traffic Count**	28,550
Corner	Yes	**Road Frontage**	1775' W. Eau Gallie
Visibility	Above Average	**Shape**	Mostly Rectangular
Access	Above Average	**Distance**	4.31

Sale Comments

This is the closed sale of two parcels with a total of 35.28 Acres of land with direct road frontage along W. Eau Gallie Blvd. and John Rhodes Blvd. in Melbourne. The property is mostly zoned M-1 for Industrial Development (approximately 28 Acres) with the remaining portion (6.22 Acres) being zoned C-P Commercial in Melbourne. There is approximately 5.24 Acres of Freshwater Emergent Wetlands on the site.

This property was listed on co-star for 2,106 days on market. The property was listed for $4,995,000 ($143,493 per gross acre). There was significant interest by prospective buyers and the parcel was under contract on three occasions. The property closed on December 22, 2022 for $4,600,000 or $130,385 on a per acre basis. The buyer plans to develop multifamily housing in the northern portion of the subject and industrial development on the south. Multi-family use would require both a rezoning and a change of the future land use. The buyers reported that they will try for R-3 zoning that allows for a density of 15 units per acre.

This parcel was the subject of an appraisal on November 7, 2022, AC22-2330. A Hypothetical Condition was employed in that the northern 17.3 acres of the parcel would be rezoned to a Multi-family zoning classification and future land use that would allow 15 units per acre (approximately 260 units).

Land Comparable 3



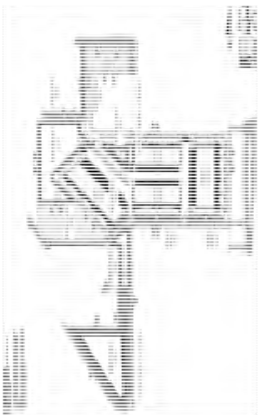
Transaction			
Address	SEC of Nasa Blvd and	**ID**	12385
City	Melbourne	**Date**	3/14/2023
County	Brevard	**Actual Price**	$8,930,000
Zip	32901	**Price Adjustment**	$0
Tax ID	27-37-32-00-1 and 27-37-32-00-750.D	**Price**	$8,930,000
Grantor	Melbourne Airport Authority – City of Melbourne	**Price Per Acre**	$165,825
Grantee	Pending Contract	**Price Per Usable Acre**	$165,824.85
Book/Page or Reference	Pending Contract	**Conditions of Sale**	Phase 1/2 Studies
Financing	Pending Contract	**Days on Market**	N/A

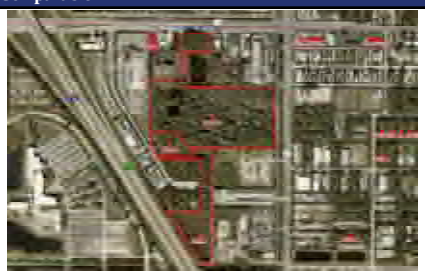
Site			
Acres	53.85	**Zoning**	M-1
Land SF	2,345,793	**Utilities**	Public water; Sewer
Usable Acres	53.852	**Traffic Count**	27,430
Corner	Yes	**Road Frontage**	NASA Blvd - 1,367; Broadband Dr - 1,080' & W. Hibiscus Blvd - 480'
Visibility	Average	**Shape**	Irregular
Access	Above Average	**Distance**	0.38

Sale Comments

This is the pending sale of 53.852 acres of industrial land on the southeast corner of NASA Blvd and Broadband Drive in Melbourne. The site is under contract, proposed to be mixed-use, with multi-family, retail & restaurant, and entertainment components. The entertainment component is a 7-acre lagoon and water park. The site is located near the Melbourne Airport, and was historically utilized as a landfill for military and municipal purposes between the early 1940s until about 1969. The developer is aware of the previous landfill use, and the contract price is contingent on environmental testing, and development feasibility should environmental studies indicate additional clean-up costs. The current contract price assumes no atypical site development expenditures. The Melbourne-Orlando airport owns the site, and the FAA must approve the sale. Further, the site is currently zoned M-1, which is a flexible zoning but does not allow for residential use and any desire for that use would require rezoning at buyers cost. The site is under contract for the appraised value of $8,930,000.

Land Comparable 4







Transaction			
Address	Not assigned	**ID**	14031
City	Palm Bay	**Date**	6/23/2023
County	Brevard	**Actual Price**	$4,000,000
Zip	32907	**Price Adjustment**	$0
Tax ID	29-37-04-00-1.1 , 29-37-04-00-18 , 29-37-04-MZ-G.2 , 29-37-04-00-2.1	**Price**	$4,000,000
Grantor	Babcock & Malabar LLC	**Price Per Acre**	$129,786
Grantee	Adelon Malabar LLC	**Price Per Usable Acre**	$133,067.20
Book/Page or Reference	9822 / 2956	**Conditions of Sale**	None
Financing	Part Balloon Mtg - Typical	**Days on Market**	134

Site			
Acres	30.82	**Zoning**	CC, LI
Land SF	1,342,519	**Utilities**	All Utilities Available
Usable Acres	30.06	**Traffic Count**	39,330
Corner	No	**Road Frontage**	1046
Visibility	Average	**Shape**	Irregular
Access	Above Average	**Distance**	6.53

Sale Comments

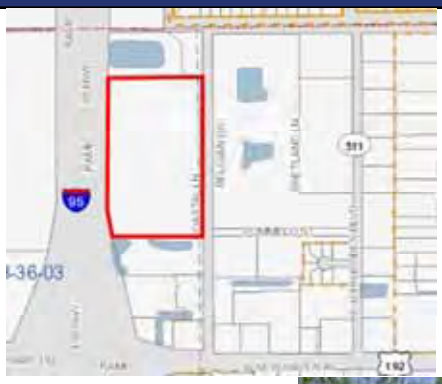
This transaction involves the sale of four land parcels located in the southwest quadrant of Malabar Road and Babcock Street in Palm Bay. The site is also just east of I-95. The parcels, identified as 29-37-04-00-1.1, 29-37-04-00-18, 29-37-04-MZ-G.2, and 29-37-04-00-2.1, collectively encompass 30.82 acres and were sold for $4,000,000, averaging $129,785 per acre. The buyer, a developer, plans to subdivide the land, allocating the Malabar frontage for a quick-service restaurant and constructing a hotel on parcel 29-37-04-00-18. The remaining area is earmarked for industrial/flex space development. The zoning for these parcels varies, including LI, CC, and GC categories. The newly combined parcel now has frontage on both Malabar Rd SE and Babcock St. Aerial imagery indicates the presence of ponds on the property, but the precise extent of wetlands remains undetermined.

As of May 14 2024, the ownership has applied for an Environmental Resource Permit with the St Johns Water Management District. The permit maps show: intent to construct four flex buildings with access from Babcock. Improvement of the vacant land along Malabar Road into a pad site. The Future development of a proposed hotel. The northern pad site would share an ingress/egress access road with the site further west, leading towards interior parcels in the center of the site.

The total site area, according to the permit, is a total of ~30.82 acres, the permit application plans indicate a subdivision into three distinct areas: A northern commercial pad site with ~1.56-acres. In the center of the site, an "industrial center" area would be a ~27.06-acre area. Lastly a proposed hotel located west of the flex development will be ~2.20-acres. If granted, further site improvements include 8.55 acres of “pondage” (27.76% of the total site). The total building area is ~4.66 acres of the total site area, which indicated a 15.18% site coverage ratio. This falls in line with typical industrial development for he Brevard County Area.

Part of the purchase was financed via a single year $2,400,000 balloon mortgage. This has since been modified to extend the term for a second year through July 1, 2025. Such financing is not unusual as it allows the buyer time to firm-up development plans and secure longer term financing. No financing adjustment is made.

Land Comparable 5







Transaction			
Address	205 Coastal Lane	**ID**	14189
City	West Melbourne	**Date**	9/15/2023
County	Brevard	**Actual Price**	$3,600,000
Zip	32904	**Price Adjustment**	$0
Tax ID	28-36-03-00-1	**Price**	$3,600,000
Grantor	Dike Ventures LLC	**Price Per Acre**	$223,187
Grantee	West Melbourne Business	**Price Per Usable Acre**	$223,186.61
Book/Page or Reference	9890/1834	**Conditions of Sale**	None noted
Financing	Market Terms	**Days on Market**	Unknown

Site			
Acres	16.13	**Zoning**	M-1
Land SF	702,623	**Utilities**	All to Site
Usable Acres	16.13	**Traffic Count**	
Corner	No	**Road Frontage**	Ends at lot
Visibility	Below Average	**Shape**	Rectangular
Access	Below Average	**Distance**	4.08

Sale Comments

This is the sale of a 16.13 Acre parcel located along the west side of Coastal Lane in West Melbourne. The location is in the northeast quadrant of W. New Haven Avenue and I-95. Part of Coastal Lane is paved, with a signalized intersection at New Haven Avenue. However, the stretch of Coastal Lane fronting this sale is currently unpaved with a graded marl surface. The property is zoned for M-1 Industrial use in the City of West Melbourne. The parcel was rezoned and is being developed with multi-family development.

The sale was recorded on September 15, 2023, with a recorded sales price of $3,600,000 or $223,187 per acre.

Land Comparable 6





Transaction			
Address	9035 Ellis Road	**ID**	14466
City	Melbourne	**Date**	5/13/2024
County	Brevard	**Actual Price**	$8,500,000
Zip	32904	**Price Adjustment**	$0
Tax ID	27-36-35-00-3, 27-36-35-00-3.1	**Price**	$8,500,000
Grantor	Aridian Publishing	**Price Per Acre**	$207,672
Grantee	Listing	**Price Per Usable Acre**	$213,836.48
Book/Page or Reference	Active Listing	**Conditions of Sale**	Normal
Financing	Listing	**Days on Market**	454

Site			
Acres	40.93	**Zoning**	IU - Industrial Light
Land SF	1,782,911	**Utilities**	All to site
Usable Acres	39.75	**Traffic Count**	15,140
Corner	is not	**Road Frontage**	750'
Visibility	Average	**Shape**	Rectangular
Access	Above Average	**Distance**	3.27

Sale Comments

The comparable listing is composed of two parcels; the larger 40.92-acre parcel is located behind the 0.4-acre parcel, which fronts Ellis Road. The sites are zoned as IU - Industrial Light and are located within the Unincorporated Brevard County limits; these are located on the south side of Ellis Road. The surrounding area consists of the Ellis Industrial Park, and area of higher average demand, rental rates, and pricing. The Brevard County Wetland Inventory maps do not indicate any wetlands. The land is in the Zone X Flood plain.

We interviewed Listing Agent Bryan Yancey who provided detailed history on this listing. He indicated the property is priced aggressively high but there is an unmotivated seller who can afford to wait until he secures the price he wants. The seller reportedly has not been interested in rezoning the property or tying it up for 12 month due diligence.

But two previous contracts have been put on the property. Bryan characterized the first contract as not a serious buyer and it fell out after 90 days. He indicated the second contract was firmer; they conducted extensive due diligence and found that the property has 1.18 acres of wetlands and is low-quality. A cost of $68,000 would allow the entire site to be buildable. However, the buyers wanted to renegotiate the price downward after due diligence, and the seller would not budge from their price requirements. It then fell out of contract.

It is not currently under contract, but the Listing Agent indicated he has some seriously interested parties at a price point between $10-$11 million. They would want to structure a joint venture and have a longer due diligence period that would allow for rezoning and mixed residential and commercial uses.

We asked Mr. Yancey, who has marketed this property for 2+ years, what he thought a realistic sale price of the property would be As Is, with current zoning, if the property was to be sold in a typical market exposure period of 6 months and he said $8,500,000, and he was very confident that is a reliable number. That is the price point most light industrial developers would be willing to pay As Is for the development of about 500,000 SF of industrial space. This equates to $207,671 per acre for 40.93 acres. He thought the longer listing exposure time was mostly due to the unmotivated seller.

Land Comparable 7



Transaction

Address	No Assigned Address S.R.	**ID**	14654
City	West Melbourne	**Date**	6/12/2024
County	Brevard	**Actual Price**	$4,000,000
Zip	32904	**Price Adjustment**	$0
Tax ID	28-36-03-00-4	**Price**	$4,000,000
Grantor	William Turnbaugh	**Price Per Acre**	$236,827
Grantee	Left Lane Partners, LLC	**Price Per Usable Acre**	$236,826.52
Book/Page or Reference	10094/1715	**Conditions of Sale**	Assemblage
Financing	Market Terms	**Days on Market**	Uknown

Site

Acres	16.89	**Zoning**	CP
Land SF	735,728	**Utilities**	Nearby
Usable Acres	16.89	**Traffic Count**	15,830
Corner	is not	**Road Frontage**	665' W. New Haven
Visibility	Average	**Shape**	Roughly rectangular
Access	Average	**Distance**	4.47

Sale Comments

This is the closed sale of 16.89 acres of vacant commercial land with frontage along W. New Haven Ave. west of the I-95 interchange in West Melbourne. The property is zoned CP for commercial use.

The property was not actively marketed but was recorded with the county property appraiser's office on June 24, 2024 with a recorded sale price of $4,000,000. This was an assemblage sale as the property adjacent and to the west is owned by the same parcel ownership.

Land Comparable 8



Transaction			
Address	XXXX Malabar Road NW	**ID**	16556
City	Palm Bay	**Date**	9/27/2024
County	Brevard	**Actual Price**	$4,400,000
Zip	32907	**Price Adjustment**	$0
Tax ID	29-36-04-00-4	**Price**	$4,400,000
Grantor	Vacation Finance, LLC	**Price Per Acre**	$134,146
Grantee	BAM Palm Bay Investors, LLC	**Price Per Usable Acre**	$134,146.34
Book/Page or Reference	10167/466	**Conditions of Sale**	None Noted
Financing	Market Terms	**Days on Market**	Unknown

Site			
Acres	32.80	**Zoning**	CC
Land SF	1,428,768	**Utilities**	Nearby (City Water/Sewer)
Usable Acres	32.8	**Traffic Count**	15,800
Corner	is not	**Road Frontage**	1,085' Malabar Rd.
Visibility	Average	**Shape**	Roughly rectangular
Access	Average	**Distance**	8.42

Sale Comments

This is the closed sale of 32.8 Acres of vacant commercial land with frontage along Malabar Rd. NW in Palm Bay. The property is zoned CC for commercial use in the City of Palm Bay.

The property was not actively marketed but was recorded with the Brevard County Property Appraiser's Office on September 27, 2024 with a recorded sales price of $4,400,000.

Land Comparable 9





Transaction			
Address	West End of Opportunity	**ID**	9164
City	Melbourne	**Date**	8/31/2022
County	Brevard	**Actual Price**	$3,000,000
Zip	32934	**Price Adjustment**	$1,400,000
Tax ID	27-36-26-00-2	**Price**	$4,400,000
Grantor	Eau Gallie Property	**Price Per Acre**	$110,000
Grantee	Opportunity Drive, LLC	**Price Per Usable Acre**	$113,577.70
Book/Page or Reference	9601/1331	**Conditions of Sale**	Dual Closing
Financing	Cash	**Days on Market**	4468

Site			
Acres	40.00	**Zoning**	M1
Land SF	1,742,400	**Utilities**	City Water/Sewer
Usable Acres	38.74	**Traffic Count**	0
Corner	No	**Road Frontage**	66' Opportunity Drive
Visibility	Below Average	**Shape**	Mostly Rectangular
Access	Below Average	**Distance**	3.77

Sale Comments

This is the sale of 40 gross acres of light industrial land just west of North Drive in Melbourne. This parcel has an interior location with access from the end of a cul-de-sac named Opportunity Drive. The site has approximately 7 acres of wetlands that have been legally mitigated with the purchase of credits by the current owner. According to the listing agent, Mr. Dan Evans, the buyer will have minimal remaining costs to complete the mitigation. It was reported that the site would require extensive fill and site development because it is low and wet.

The property was listed for $3,050,00 the site closed for $4,400,000 on August 31, 2022. Eau Gallie Property Acquisition LLC, the sellers, were under contract to sell the property to Avenue Property Group LLC for $3,000,000. At the same time, Avenue Property Group LLC sold the contract rights to purchase the property to Opportunity Drive LLC for $1,400,000. All sales closed simultaneously with the final buyers, Opportunity Drive LLC is paying $4,400,000 for the property. However, only $3,000,000 is recorded in the Clerk of Courts.

Overall, the listing agent felt the price was influenced by the large size of the total land and interior access/minimal frontage requiring extensive interior roadways/low visibility.

Land Comparable 10





Transaction			
Address	Not assigned	**ID**	16889
City	Melbourne	**Date**	7/29/2025
County	Brevard	**Actual Price**	$28,000,000
Zip	32935	**Price Adjustment**	
Tax ID	27-37-30-00-2	**Price**	$28,000,000
Grantor	Acopian Land LP	**Price Per Acre**	$158,766
Grantee	City of Melbourne	**Price Per Usable Acre**	$199,771.69
Book/Page or Reference		**Conditions of Sale**	None
Financing	Conventional	**Days on Market**	

Site			
Acres	176.36	**Zoning**	M1
Land SF	7,682,242	**Utilities**	All Utilities Available
Usable Acres	140.16	**Traffic Count**	
Corner	is not	**Road Frontage**	
Visibility	Below Average	**Shape**	Roughly rectangular
Access	Below Average	**Distance**	2.04

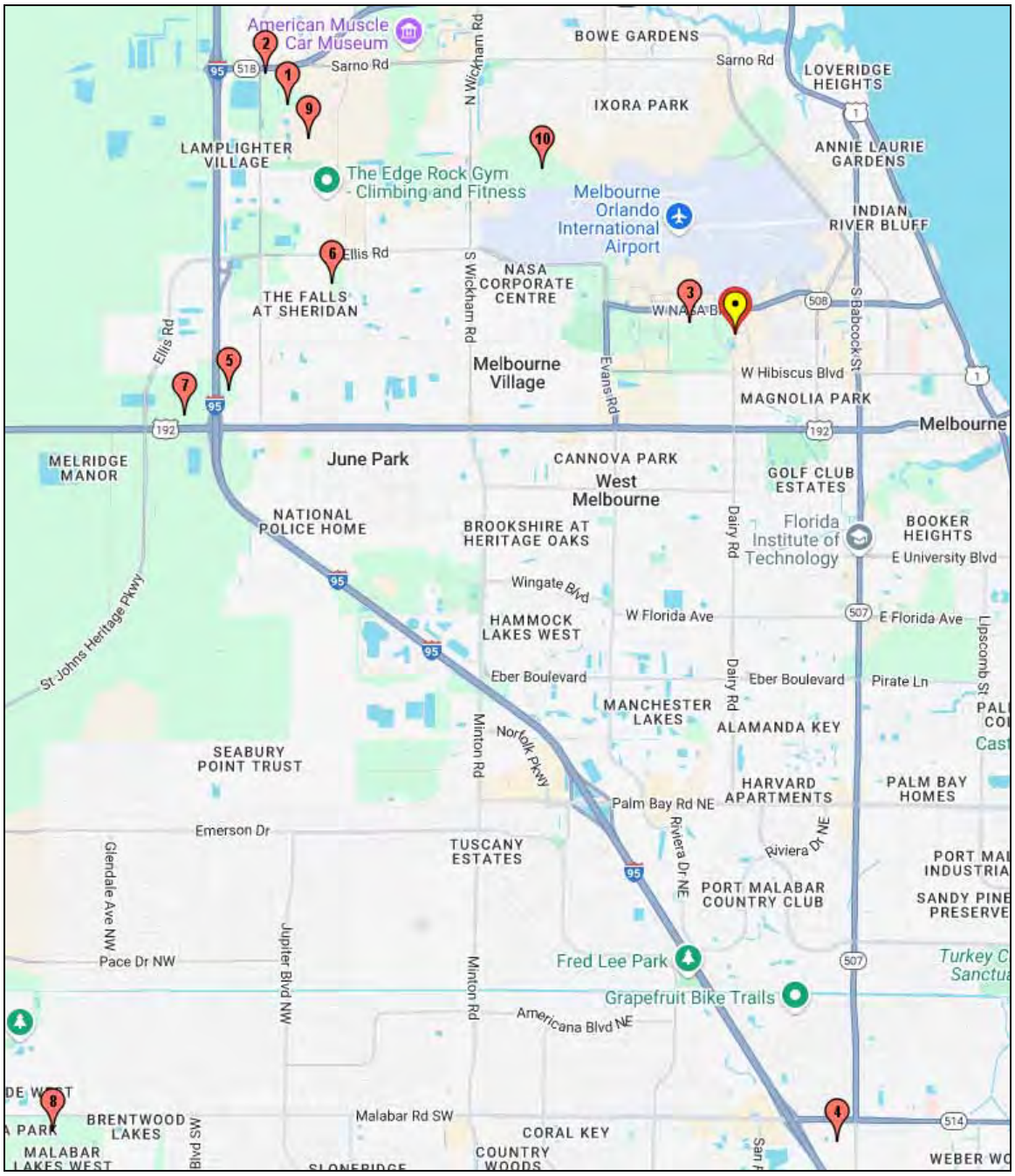
Sale Comments

This comparable sale involves the pending acquisition of a 176.36-acre industrial land parcel (Parcel ID 27-37-30-00-2) located on the north side of Melbourne-Orlando International Airport adjacent to General Aviation Drive. The property, which has been identified as a priority acquisition in the Airport's Master Plan since its inception, is zoned M-1 Light Industrial District under City of Melbourne regulations and is designated exclusively for future aeronautical development purposes. Of the total acreage, approximately 36.22 acres consist of wetlands, leaving approximately 140.16 acres of net usable land for development.

The purchase and sale agreement, executed on July 11, 2025, establishes a total acquisition price of $28,000,000, with an initial deposit of $50,000 and an additional $250,000 deposit required following completion of the due diligence period ending August 31, 2025. The transaction is scheduled to close on or before September 15, 2025, with the property to be deeded directly to the City of Melbourne subject to deed restrictions limiting future use to airport operations only.

As part of the negotiated terms, the seller will retain ownership of a 10-acre parcel running parallel to Wickham Road for their own future development while simultaneously conveying two additional access parcels within this retained property to facilitate ingress and egress between the airport property and Wickham Road. The Airport assumes responsibility for developing and improving these access routes within 24 months of closing and maintaining the infrastructure thereafter. Funding for this acquisition will be sourced from Airport reserves held in the Tropical Haven fund supplemented by a Florida Department of Transportation grant, with the transaction requiring both Board ratification and subsequent Melbourne City Council approval to proceed.

Comparable Sales Map



Legend	Address	City	Distance
Subject	1025 W Nasa Blvd	Melbourne	
Comp 1	700 Blk of N John Rodes Blvd	Melbourne	4.04 miles
Comp 2	4429 W. Eau Gallie Blvd.	Melbourne	4.31 miles
Comp 3	SEC of Nasa Blvd and Broadband Drive	Melbourne	.38 miles
Comp 4	Not assigned	Palm Bay	6.53 miles
Comp 5	205 Coastal Lane	West Melbourne	4.08 miles
Comp 6	9035 Ellis Road	Melbourne	3.27 miles
Comp 7	No Assigned Address S.R. 192	West Melbourne	4.47 miles
Comp 8	XXXX Malabar Road NW	Palm Bay	8.42 miles
Comp 9	West End of Opportunity Dr.	Melbourne	3.77 miles
Comp 10	Not assigned	Melbourne	2.04 miles

Analysis Grid

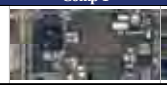
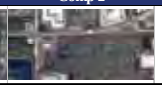
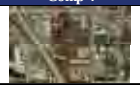
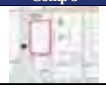
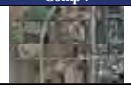
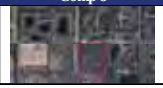
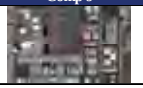
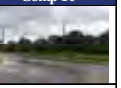
In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per square foot. The subject is compared with each sale based on the following criteria: property rights, financing, conditions of sale, economic trends, location, and physical characteristics.

For time-market conditions adjustments we have applied Quantitative adjustments. Quantitative analysis is also used for the remaining adjustments. This involves a numerical adjustment be made to the comparable based on the factors of comparison discussed below. After adjustment the sales will provide a value indication for the subject from each of the sales.

The above sales have been analyzed and compared with the subject property. We have considered adjustments in the areas of:

- Property Rights Sold
- Financing
- Conditions of Sale
- Market Trends
- Location
- Physical Characteristics

Analysis Grid

Land Analysis Grid		Comp 1	Comp 2	Comp 3	Comp 4	Comp 5	Comp 6	Comp 7	Comp 8	Comp 9	Comp 10
											
Address	1025 W Nasa	700 Blk of N John Rodes	4429 W. Eau Gallie	SEC of Nasa Blvd and	Not assigned	205 Coastal Lane	9035 Ellis Road	No Assigned Address	XXXX Malabar Road NW	West End of Opportunity	Not assigned
City	Melbourne	Melbourne	Melbourne	Melbourne	Palm Bay	West Melbourne	Melbourne	West Melbourne	Palm Bay	Melbourne	Melbourne
County	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard	Brevard
Date	7/11/2025	7/19/2023	12/22/2022	3/14/2023	6/23/2023	9/15/2023	5/13/2024	6/12/2024	9/27/2024	8/31/2022	7/29/2025
Price	--	$5,900,000	$4,600,000	$8,930,000	$4,000,000	$3,600,000	$8,500,000	$4,000,000	$4,400,000	$4,400,000	$28,000,000
Usable Acres	54.66	31.81	29.57	53.85	30.06	16.13	39.75	16.89	32.80	38.74	140.16
Usable Acre Unit Price		$185,476	$155,563	$165,825	$133,067	$223,187	$213,836	$236,827	$134,146	$149,716	$199,772
Transaction Adjustments											
Property Rights	Fee Simple	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%	Fee Simple 0.0%
Financing	Conventional	Conventional 0.0%	Market Terms 0.0%	Pending Contract 0.0%	Part Balloon Mtg 0.0%	Market Terms 0.0%	Listing 0.0%	Market Terms 0.0%	Market Terms 0.0%	Cash 0.0%	Conventional 0.0%
Conditions of Sale	Cash	Normal 0.0%	None Noted 0.0%	Phase 1/2 Studies 0.0%	None 0.0%	None noted 0.0%	Normal 0.0%	Assemblage 0.0%	None Noted 0.0%	Dual Closing 0.0%	Assemblage -15.0%
Expend. After Sale		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Adjusted Usable Acre Unit Price		**$185,476**	**$155,563**	**$165,825**	**$133,067**	**$223,187**	**$213,836**	**$236,827**	**$134,146**	**$149,716**	**$169,806**
Market Trends Through 7/11/2025	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Usable Acre Unit Price		$185,476	$155,563	$165,825	$133,067	$223,187	$213,836	$236,827	$134,146	$149,716	$169,806
Subsequent Trends Ending 7/11/2025	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Usable Acre Unit Price		**$185,476**	**$155,563**	**$165,825**	**$133,067**	**$223,187**	**$213,836**	**$236,827**	**$134,146**	**$149,716**	**$169,806**
Characteristics Adjustments											
Location	Above Average	Average	Average	Above Average	Average	Average	Average	Average	Average	Average	Above Average
% Adjustment		5%	5%	0%	5%	5%	5%	5%	5%	5%	0%
Qualitative		Inferior	Inferior	Similar	Inferior	Inferior	Inferior	Inferior	Inferior	Inferior	Similar
Usable Acres	54.66	31.81	29.57	53.85	30.06	16.13	39.75	16.89	32.80	38.74	140.16
% Adjustment		-5%	-5%	0%	-5%	-15%	0%	-15%	-5%	0%	10%
Qualitative		Superior	Superior	Similar	Superior	Superior	Similar	Superior	Superior	Similar	Inferior
Topography	The subject has level topography at grade and no areas of wetlands.	Level/Wooded/Wetlands	Wooded	Level; Wooded	Wooded	Level & Wooded	Level w/ grade, Wooded	Moderately Level	Wooded	Wooded/Fill Req.	Level/Wooded/Wetlands
% Adjustment		-5%	0%	0%	0%	0%	0%	0%	0%	5%	-5%
Qualitative		Superior	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Inferior	Superior
Shape	The site is irregularly shaped	Irregular	Mostly Rectangular	Irregular	Irregular	Rectangular	Rectangular	Roughly rectangular	Roughly rectangular	Mostly Rectangular	Roughly rectangular
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Qualitative		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Utilities	The site is served by public electricity., City water, City sewer	Public water; Sewer	All to Site	Public water; Sewer	All Utilities Available	All to Site	All to site	Nearby	Nearby (City Water/Sewer)	City Water/Sewer	All Utilities Available
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Qualitative		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Zoning	M-1	M-1	C-P, M-1	M-1	CC, LI	M-1	IU - Industrial Light	CP	CC	M1	M1
% Adjustment		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Qualitative		Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar	Similar
Access	Above Average	Average	Above Average	Above Average	Above Average	Below Average	Above Average	Average	Average	Below Average	Below Average
% Adjustment		0%	0%	0%	0%	5%	0%	0%	0%	5%	5%
Qualitative		Similar	Similar	Similar	Similar	Inferior	Similar	Similar	Similar	Inferior	Inferior
Adjusted Usable Acre Unit Price		**$176,202**	**$155,563**	**$165,825**	**$133,067**	**$212,027**	**$224,528**	**$213,144**	**$134,146**	**$173,178**	**$186,787**
Net Adjustments		-5.0%	0.0%	0.0%	0.0%	-5.0%	5.0%	-10.0%	0.0%	15.7%	10.0%
Gross Adjustments		15.0%	10.0%	0.0%	10.0%	25.0%	5.0%	20.0%	10.0%	15.7%	20.0%

Analysis and Adjustments

In order to make the comparison meaningful, the comparable sales are reduced to a basic unit of comparison, i.e., the price paid per square foot of land area. For Property Rights, Financing, Conditions of Sale, Expenditures After Purchase, and Time-Market Conditions adjustments we have applied Quantitative adjustments. Quantitative analysis is used for the remaining physical features. We have considered each sale regarding its relative similarity with the subject in the factors noted above. Then a conclusion is drawn regarding the comparable sale's overall similarity with the subject.

Property Rights

This adjustment is generally applied to reflect the transfer of property rights different from those being appraised, such as differences between properties owned in fee simple and in leased fee or partial interests.

Financing

This adjustment is generally applied to a property that transfers with atypical financing, such as having assumed an existing mortgage at a favorable interest rate. Conversely, a property may be encumbered with an above-market mortgage which has no prepayment clause or a very costly prepayment clause. Such atypical financing often plays a role in the negotiated sale price.

Conditions of Sale

This category reflects extraordinary motivations of the buyer or seller to complete the sale. Examples include purchase for assemblage involving anticipated incremental value or a quick sale for cash. This adjustment category may also reflect a distress-related sale, or a corporation recording a non-market price.

Economic Trends

This category reflects investors' perceptions of prevailing market conditions. This adjustment category reflects value changes, if any, which have occurred between the date of the sale and the effective date of the appraisal.

In the course of our appraisal work we interview market participants including planning and zoning officials on planned projects, general contractors on costs, and brokers on supply and demand. Market data up to the 4th quarter of 2022 was showing a positive increase between 6% to 12% depending on property type. After the 4th quarter of 2022, subsequent trends are showing no annual increase due to the recent and repeated increase in interest rates. Overall, we believe an annual time adjustment of 6.0% per year through 11/1/2022 is appropriate for this property type and then a 0% increase per year for subsequent years.

Physical Characteristics
The sales are adjusted qualitatively for physical characteristic differences. We considered Location, Acres, Topography, Shape, Access to utilities, Zoning, and Access.

Land Sale 1, located in the city of Melbourne, represents a Closed Sale of $5,900,000 and is considered slightly superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed inferior to the subject and an upward adjustment of 5.0% is applied. A downward adjustment of -5.0% is warranted for the usable acres of the comparable. The topography is deemed superior to the subject and a downward adjustment of -5.0% is applied. Adjustments for shape, utilities, zoning and access were not necessary. A gross adjustment of 15.0% and net adjustment of -5.0% is applied as discussed in the analysis above.

Land Sale 2, located in the city of Melbourne, represents a Closed Sale of $4,600,000 and is considered inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed inferior to the subject and an upward adjustment of 5.0% is applied. A downward adjustment of -5.0% is warranted for the usable acres of the comparable. Adjustments for topography, shape, utilities, zoning and access were not necessary. A gross adjustment of 10.0% and net adjustment of 0.0% is applied as discussed in the analysis above.

Land Sale 3, located in the city of Melbourne, represents a Pending Contract of $8,930,000 and is considered inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. Adjustments for location, usable acres, topography, shape, utilities, zoning and access were not necessary. No adjustments are applied as discussed in the analysis above.

Land Sale 4, located in the city of Palm Bay, represents a Closed Sale of $4,000,000 and is considered inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed inferior to the subject and an upward adjustment of 5.0% is applied. A downward adjustment of -5.0% is warranted for the usable acres of the comparable. Adjustments for topography, shape, utilities, zoning and access were not necessary. A gross adjustment of 10.0% and net adjustment of 0.0% is applied as discussed in the analysis above.

Land Sale 5, located in the city of West Melbourne, represents a Closed Sale of $3,600,000 and is considered superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed inferior to the subject and an upward adjustment of 5.0% is applied. A downward adjustment of -15.0% is warranted for the usable acres of the comparable. The access are deemed inferior to the subject and an upward adjustment of 5.0% is applied. Adjustments for topography, shape, utilities and zoning were not necessary. A gross adjustment of 25.0% and net adjustment of -5.0% is applied as discussed in the analysis above.

Land Sale 6, located in the city of Melbourne, represents a Listing of $8,500,000 and is considered superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed inferior to the subject and an upward adjustment of 5.0% is applied. Adjustments for usable acres, topography, shape, utilities, zoning and access were not necessary. A gross adjustment of 5.0% and net adjustment of 5.0% is applied as discussed in the analysis above.

Land Sale 7, located in the city of West Melbourne, represents a Closed Sale of $4,000,000 and is considered superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed inferior to the subject and an upward adjustment of 5.0% is applied. A downward adjustment of -15.0% is warranted for the usable acres of the comparable. Adjustments for topography, shape, utilities, zoning and access were not necessary. A gross adjustment of 20.0% and net adjustment of -10.0% is applied as discussed in the analysis above.

Land Sale 8, located in the city of Palm Bay, represents a Closed Sale of $4,400,000 and is considered inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. The location is deemed inferior to the subject and an upward adjustment of 5.0% is applied. A downward adjustment of -5.0% is warranted for the usable acres of the comparable. Adjustments for topography, shape, utilities, zoning and access were not necessary. A gross adjustment of 10.0% and net adjustment of 0.0% is applied as discussed in the analysis above.

Land Sale 9, located in the city of Melbourne, represents a Closed Sale of $4,400,000 and is considered slightly inferior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale do not require an adjustment. An upward adjustment of 10.0% is warranted for the usable acres of the comparable. The topography is deemed superior to the subject and a downward adjustment of -5.0% is applied. The access are deemed inferior to the subject and an upward adjustment of 5.0% is applied. Adjustments for location, shape, utilities and zoning were not necessary. A gross adjustment of 20.0% and net adjustment of 10.0% is applied as discussed in the analysis above.

Land Sale 10, located in the city of Melbourne, represents a Pending Contract of $28,000,000 and is considered superior to the subject overall. The property rights of the comparable, fee simple, do not require an adjustment. No adjustment is warranted for the financing of the transaction. The conditions of sale require a downward adjustment of -15.0%. An upward adjustment of 10.0% is warranted for the usable acres of the comparable. The topography is deemed superior to the subject and a downward

adjustment of -5.0% is applied. The access are deemed inferior to the subject and an upward adjustment of 5.0% is applied. Adjustments for location, shape, utilities and zoning were not necessary. A gross adjustment of 20.0% and net adjustment of 10.0% is applied as discussed in the analysis above.

Sales Comparison Approach Conclusion – Land Valuation

Land Value Conclusion – The Parent Tract

The adjusted values of the comparable properties range from $133,067 to $224,528 per usable acre; the average is $177,447, and the median is $174,690.

After all adjustments, the average of these five comparable value indications was $177,447/SF of land area. Based on the comparable properties and analysis presented, the value of the subject parcel is reconciled between the average and median range at $175,000 per usable acre.

Land Value Ranges & As Is Reconciled Value				
Number of Comparables:	**10**	**Unadjusted**	**Adjusted**	**% Δ**
	Low:	$133,067	$133,067	0%
	High:	$236,827	$224,528	-5%
	Average:	$179,742	$177,447	-1%
	Median:	$175,651	$174,690	-1%
Reconciled Value/Unit Value:			$175,000	usable acre
Subject Size:			54.66	
Indicated Value:			$9,565,502	
Reconciled Final As Is Value:			**$9,570,000**	
Nine Million Five Hundred Seventy Thousand Dollars				

Reconciliation – The Parent Tract

The process of reconciliation involves the analysis of each approach to value. The quality of data applied, the significance of each approach as it relates to market behavior, and the defensibility of each approach is considered and weighed. Finally, each is considered separately and comparatively with the other.

Value Indications – Fee Simple – The Parent Tract

Cost Approach:	N/A
Sales Comparison Approach:	**$9,570,000 (54.66 Acres)**
Income Approach:	N/A

Value Conclusion – Fee Simple Land Value – The Parent Tract

Based on the data and analyses developed in this appraisal, we have reconciled to the following value conclusion(s), as of July 11, 2025, subject to the Limiting Conditions and Assumptions of this appraisal, **prior to the proposed acquisition of 1.54+/- Acres and 0.17+/- Acres**:

Nine Million Five Hundred Seventy Thousand Dollars,
$9,570,000

Allocation of Land, Structures, & Site Improvements

The allocation between land and improvements is as follows:

Land	$ 9,570,000
Structures	$ 0
Site Improvements	$ 0
Total – Parent Tract	$ 9,570,000*

*Site improvements are located within the area of the part to be acquired.

Property Description - The Part Acquired

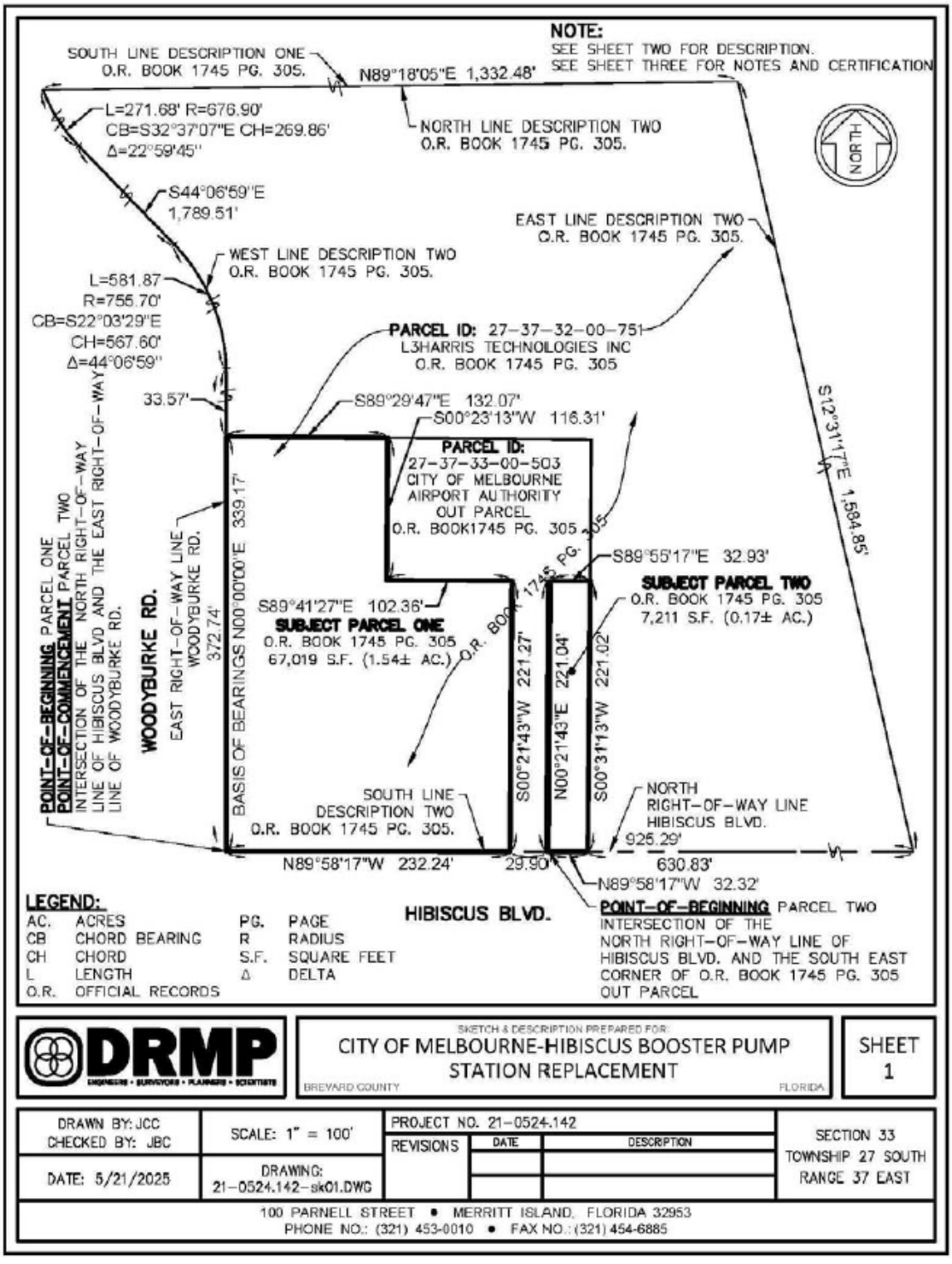
The City of Melbourne Utilities and Public Works Department is interested in the part to be acquired for the expansion of the existing Hibiscus Boulevard Potable Water Booster Pump Station project. As part of the project, the 1.54+/- Acre and 0.17+/- Acre portion will be acquired to facilitate extensive demolition and reconstruction work, including the removal of the existing 1-million gallon ground storage tank, demolition of the existing pumps and electrical building, removal of the existing generator facility, and demolition of the existing asphalt parking area within the acquisition parcels. The planned construction includes a replacement 2-million gallon ground storage tank, installation of a new vertical turbine pump station, construction of a new electrical building, installation of a new generator facility, construction of a replacement driveway, and installation of a required stormwater dry retention area.

Acquisition Area / Aerial Photo



The above map is intended for description purposes only. The 1.54+/- Acre and 0.17+/- Acre portion are based on scaled measurements from Brevard County Property Appraiser. See the Survey on the following page for accurate measurements.

Survey of 1.54+/- Acre and 0.17+/- Acre Portion



Legal Description of Acquisition Parcel

The following Legal Description of the 1.54+/- Acres and 0.17+/- Acres of Land part to be acquired is from a client-provided survey.

Description:

A parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of the Brevard County public records all lying in Section 33, Township 27 South, Range 37 East, Brevard County Florida and being more particularly described as follows:

Begin at the intersection of the north line of Hibiscus Boulevard with the east right away line of Woody Burke Road, thence North, along said east right-of-way line, a distance of 339.17 feet; thence South 89 degrees 29 minutes 47 seconds East a distance of 132.07 feet to the northwest corner of the out parcel as described in said Official Records Book 1745 page 305; thence along the West lines of said out parcel, the following three courses; South 00 degrees 23 minutes 13 seconds West a distance of 116.31 feet; thence South 89 degrees 41 minutes 27 seconds East a distance of 102.36 feet; thence South 00 degrees 21 minutes 43 seconds West a distance of 221.27 feet to a point on the north right -of -way line of said Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 seconds West, along said north right -of-way line, a distance of 232.24 feet to the Point -of- Beginning.

Together with a parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of said public records and being more particularly described as follows:

Commence at the intersection of the northerly right-of-way line of Hibiscus Boulevard with the easterly right-of-way line of Woody Burke Road; thence South 89 degrees 58 minutes 18 seconds East along said north right -of- way line, a distance of 262.14 feet to the Point -of- Beginning, said point also being the southeast corner of the out parcel as described in said Official Records Book 1745 page 305: thence North 00 degrees 21 minutes 43 seconds East, along the east line of said lands, a distance of 221.04 feet to a point on the south line of said lands; thence South 89 degrees 55 minutes 17 seconds East along said south line, a distance at 32.93 feet; thence South 00 degrees 31 minutes 13 seconds West a distance of 221.02 feet to a point on the aforesaid north right -of- way line of Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 seconds West, along said north right -of- way line, a distance of 32.32 feet to the Point -of- Beginning.

Containing a total of 1.71 acres and being subject to any easements and/or rights-of-way of record.

NOTE:
SEE SHEET ONE FOR SKETCH OF DESCRIPTION.
SEE SHEET THREE FOR NOTES AND CERTIFICATION.

DRMP

SKETCH & DESCRIPTION PREPARED FOR:
CITY OF MELBOURNE-HIBISCUS BOOSTER PUMP STATION REPLACEMENT
BREVARD COUNTY FLORIDA

SHEET 2

DRAWN BY: JCC CHECKED BY: JBC	SCALE: 1" = N/A	PROJECT NO. 21-0524.142 REVISIONS	DATE	DESCRIPTION	SECTION 33 TOWNSHIP 27 SOUTH RANGE 37 EAST
DATE: 5/21/2025	DRAWING: 21-0524.142-sk01.DWG				

100 PARNELL STREET • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • FAX NO.: (321) 454-6885

Valuation of The Part To Be Acquired

Valuation of the Part To Be Acquired is essentially a mathematical calculation utilizing the price per usable acre value of the subject property, as previously estimated.

Our opinion of the unit land value of the subject property parent tract ($175,000/Usable Acre) is applicable to the acquisition area as part of the whole. Applying the $175,000/UA to the area of acquisition, measuring 1.704 acres, calculates to a total value as follows:

1.704 acres @ $175,000/UA = $298,200

Therefore, it is our opinion that the value of the 1.704-acre acquisition parcel, as of July 11, 2025, is: **$298,000 (Rounded)**.

Valuation of The Remainder – As Part of Whole Property

The value of the remainder as part of the whole is only associated with the land appraised under the scope of this assignment. It is obtained by subtracting the value of the acquisition from the value of the land appraised in the before situation, calculated as follows:

Before Land Value – The Parent Tract (54.66 Acres):	$ 9,570,000
Less Value of Acquisition (1.704 Acres):	$ 298,000
Remainder Land Value (52.956 Acres) - Exclusive of Damages (if any):	$ 9,272,000
Rounded:	**$ 9,270,000**

Purpose of Appraisal – The Remainder After Acquisition

The purpose of the appraisal in the "After" situation is to provide an opinion of the market value after the acquisition of the 1.704-acre parcel from the parent tract, as defined. This market value after acquisition (The Remainder Value) analysis assumes the proposed acquisition has occurred and the project is complete and in place. It is designed to determine if the Remainder After Acquisition Parcel has any different value than the mathematical deduction. If so, it may indicate that either damages or special benefits to the property are occurring and should be considered. If not, it supports the conclusion of the Part Acquired.

Appraisal Problem – The Remainder

The appraisal problem in the after situation is to estimate if there are any damages to the subject property after the acquisition of 1.704 acres.

Property Description – The Remainder

The description of the Remainder can be described as the larger parent parcel, less a rectangular 1.704-acre parcel of land near the southeast corner boundary of the property. This results in the Remainder parcel, which represents an 52.956-acre contiguous parcel of land that is still essentially the same shape.

Site Summary	
Parcel ID	Portion of 27-37-32-00-751
Location	The subject is made up of two parcels. Parcel One contains 67,019 square feet (approximately 1.54 acres), while Parcel Two contains 7,211 square feet (approximately 0.17 acres). These parcels are situated at the southwest corner of a larger 54.66-acre parent tract. The parent tract has an address of 1025 W Nasa Blvd, Melbourne, FL 32901.
Land Use	1940 - Professional/Office Complex
Current Use	Improved with multiple office buildings.
Highest and Best Use Site as Vacant	The highest and best use, as vacant, is for commercial development, most likely retail and office applications.
Map Latitude	28.085986
Map Longitude	-80.638559
Adjacent Land Uses	North: W Nasa Blvd followed by the Melbourne Orlando International Airport East: L3 Harris Blvd followed by the Tropical Haven 55+ Manufactured Home Lifestyle Community South: W Hibiscus Blvd followed by a single family residential neighborhood West: Woody Burke Dr followed by office buildings
Site Analysis & Comments	Site utility is Average. The subject has adequate size, shape, access, utilities, and topography for low intensity commercial use. Considering neighborhood trends and physical features, the subject site is suited for low to moderate intensity commercial use.
Site Size Attributes	
Gross Land Area (Sq Ft)	2,306,760
Gross Land Area (Acres)	52.956
Usable Land Area (Sq Ft)	2,306,760
Usable Land Area (Acres)	52.956
Excess Land Area Comments	There is no indicated excess land. The subject Floor Area Ratio (FAR) meets or exceeds current building trends for this property type.
Usable Land Area Comments	Other than the setback ordinances required by zoning, we have been provided no information that any of the subject land is unuseable.
Source for Site Size	Property appraiser record card.
Site Size Analysis	The total subject land area is towards the high end of the range for commercial use in the subject neighborhood.

Site Utilities	
Adequacy of Utilities	Utilities are typical of the surrounding properties and allow for the adequate use of the subject property. All utilities and services are provided at rates and with efficiency comparable to the surrounding neighborhood and area in general.
Public Electricity	The site is served by public electricity.
Water Supply Type	City water
Sewer Type	City sewer
Site Characteristics	
Corner Lot	is
Primary Frontage Street Name	W Nasa Blvd
Secondary Frontage Street Name	L3 Harris Blvd
Frontage - Primary Street (Feet)	256
View	Average
View Description	No Change
Access	Above Average
Access Description	No Change
Site Visibility	Above Average
Site Visibility Description	No Change
Site Improvements	The site improvements include multiple office buildings, multiple asphalt-paved access drives and parking areas, and sidewalks. The parking lots are open, paved areas with lined and marked spaces. Additional site improvements include signage. The subject's site improvements appear to be in average condition.
Off-Site Improvements	The off-site improvements consist largely of the improved roadways and municipal utilities.
Drainage	There is an on-site retention area towards the western boundary. We assume this adequately services the site, but we were not provided with information regarding whether the site currently meets the on-site compensatory stormwater requirements.
Landscaping	The subject has average landscaping.
Topography	The subject has level topography at grade and no areas of wetlands.
Shape	The site is irregularly shaped
Soil Conditions	The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser does not consider mineral rights.

Site Hazards	
FEMA Map #	12009C0584G
FEMA Map Date	3/17/2014
Flood Zone	X
Flood Zone Comments	The Flood Zone X classification denotes areas that are “determined to be outside the 500-year flood”, and are considered to be of minimal flood hazard. The appraiser is not an expert in this matter and is reporting data from FEMA maps.
Encumbrance / Easement Description	We were not provided a current survey or title policy of the subject property. We assume that no easements, encumbrances, and or deed restrictions exist that adversely affect subject utility or market value. Accordingly, the market value estimated herein is contingent on the accuracy of this assumption. Please reference Limiting Conditions and Assumptions.
Environmental Issues	We were not provided with an Environmental Survey report addressing potential contaminants or hazards. No adverse environmental conditions on the subject site were reported to the appraisers, and we assume the site is free and clear of environmental hazards. Please reference Limiting Conditions and Assumptions.
Encroachments	No encroachments onto the subject property were noted by inspection or survey. We assume there are no encroachments onto the subject site.
Percent Wetlands	
Possible Nuisance	The site is located approximately one mile south of Melbourne Orlando International Airport, which has regular flight activity. However, we do not believe this creates a nuisance as sound levels in the area are minimal.

Zoning, Land Use Plan, Concurrency

There is no change to the subject's zoning, land use, or concurrency in the After condition.

Proposed Improvement

The acquisition will facilitate the expansion of the existing Hibiscus Boulevard Potable Water Booster Pump Station, which is located adjacent to and between the two subject parcels. The utility improvement project involves extensive demolition and reconstruction work, including the removal of the existing 1-million gallon ground storage tank, demolition of the existing pumps and electrical building, removal of the existing generator facility, and demolition of the existing asphalt parking area within the acquisition parcels. The planned construction includes a replacement 2-million gallon ground storage tank, installation of a new vertical turbine pump station, construction of a new electrical building, installation of a new generator facility, construction of a replacement driveway, and installation of a required stormwater dry retention area.

Effect of Acquisition on Remainder Uncured

The subject parent tract becomes approximately -3.11% smaller in the After condition, which is minimal considering the parent parcel's size and the acquisition piece's location. The acquisition has a minimal effect on the Remainder, which has the same overall site utility as in the Before condition.

Highest & Best Use of the Remainder

The highest and best use of the Remainder parcel, as vacant, is the same as the before condition. The highest and best use of the Remainder is for continued use as commercial. As previously discussed, the subject is suitable for commercial land use.

Highest & Best Use Conclusion

The highest and best use of the Remainder is the same as in the "before" condition, previously concluded to be for continued use as commercial land.

Approaches to Value Used & Excluded

In the after situation, the same approach that was utilized in the before situation is used in the after situation. This includes the Direct Sales Comparison Approach to value the land as vacant.

Remainder Land Valuation

As indicated in the Highest and Best Use section of the Remainder analysis, the Remainder would have a similar Highest and Best Use as it did prior to the taking. Because the size of the Remainder has not changed significantly from the before situation, we have utilized the same sales and listings previously utilized in forming our opinion of the market value of the Parent Parcel. A review of available data revealed no sales of properties more comparable to the subject in the after situation than those utilized in the before. Therefore, the value of the remainder utilizes the same sales as in the before situation. Based on the above analysis, we have estimated the unit value of the Remainder to be no less than that found in the Before situation.

Based on the data analyzed, with primary weight placed on the same sales relied upon in the before, it is our opinion that the market value of the subject site as of the effective date of this appraisal, after the acquisition of the 1.704 acres piece acquired, is:

52.956 acres @ $175,000= $9,267,300
Rounded: $9,270,000

Support for Damages/No Damages

As previously discussed in the Effects of the Acquisition, the total reduction of the ownership by 1.704 acres, or -3.11%, does not negatively affect the use of the Remainder. The parcel has similar access and exposure as in the before situation and similar utility.

While the total reduction from the parent parcel of 1.704 acres does not negatively affect the use of the remainder, there are site improvements located within the acquisition area that will be impacted, specifically a paved parking area which will be impacted. To arrive at the value of the damages a cost analysis was performed utilizing the Marshall Valuation Service Cost Manual.

Cost Analysis

The next step in the Cost Approach is to estimate the replacement cost of the buildings and site improvements. The subject is only improved with a parking lot therefore the cost per parking space is analyzed. Marshall Valuation Service cost manual, is a recognized industry source, and is used as the basis for our Cost estimate. This analysis addresses the property as improved.

Marshall & Swift Estimate of Replacement Cost

With more than 30,000 component costs, over 300 building types, and 3 different cost estimating approaches, the Marshall Valuation Service (MVS) is the industry standard used by professional appraisers in determining reliable cost estimates for improvements. But the MVS only provides an indication for hard costs, labor, and some soft costs (architects, engineering, etc.). Contingencies, impact fees, and developer profit incentives are not included and must be separately accounted for.

Direct Costs

Direct costs are expenditures for labor, materials, equipment and contractor's overhead and profit. We use Marshall Valuation Service (MVS) as the basis of our direct cost estimate. In addition to direct costs, MVS includes certain indirect costs such as architectural and engineering fees, and interest on building loan funds during construction.

We have used the base cost for surface parking lots. The appropriate base costs per parking space from Section 66, Page 3, Yard Improvements, Average Quality, with a base cost of $2,070 per parking space.

Indirect (Soft) Costs

In addition to hard costs there are a number of soft costs. They include the taxes during construction, accounting, surveys, legal, miscellaneous expenses, and contingencies. We estimate 5.0%.

Impact Fees, Permits and Legal

Municipalities traditionally impose development Impact Fees for water connection, Transportation Services, Emergency Services and Correction Facilities.

These fees are typically assessed by the use category based on a set dollar amount per 1,000 SF of building area or per bay. We have estimated impact fee costs at 10% of site cost or $11,385.

Developer's Profit

This factor reflects the profit necessary for the developer to undertake the management, responsibility and risks of construction associated with the subject property. Current valuation theory states that the four components that create value are land, labor, capital and coordination. Developer's profit as used in the Cost Approach reflects the coordination component of value.

Typically, developer's profit runs 5% to 10%, depending upon risk and product type. For this property type. An allowance of 5% is included for Developer’s Profit.

Total Cost New

After all items of construction are considered, total replacement cost new is estimated at $137,474. This equates to a replacement cost new of $2,500 per parking space.

Depreciation Analysis

Depreciation may be defined as any loss of value from any cause. There are three general areas of depreciation: physical deterioration, functional obsolescence and external obsolescence. Depreciation may be curable or incurable, the test being that money spent to cure the depreciation be gained in value. If the depreciation costs more to fix than will be gained in value, then the depreciation is considered incurable. The site is only improved with a parking lot; therefore, only physical depreciation of the site improvement is analyzed.

Physical Deterioration

This results from deterioration from aging and use. This type of depreciation may be curable or incurable.

The site improvements have an estimated effective age of 10 years. However, site improvements have a shorter economic life which we estimate at 20 years. Using age/life method, the indicated site improvement depreciation is 50%.

MVS Cost Approach

Once all construction costs have been tallied, depreciation from all sources deducted, we then add in the land value. Based on the analysis detailed, the cost approach value using MVS is $77,703 rounded to $78,000. This accounts for general construction elements of the project less depreciation from all sources.

Marshall Valuation Service			
Cost Source:	Marshall Valuation Service		
No. of Stories Multiplier:	1.000	**Local Multiplier:**	1.000
Height/Story Multiplier:	1.000	**Current Cost Multiplier:**	1.000
Perimeter Multiplier:	1.000	**Combined Multipliers:**	1.000

Site Improvements				
Item	**Unit Type**	**Cost**	**Quantity**	**Total**
Parking Lot Site Preparation & Improvements	Per Unit	$2,070	55	$113,850
			Total Site Improvement Costs	**$113,850**
			Subtotal: Building & Site Costs	**$113,850**
			Price per SF Gross Building Area	$0.00

Soft Costs			
Item		**Percent Type**	**Total**
Soft Costs & Contingencies	5.0%	% Bld. & Site Cost	$5,693
Impact Fees, Permits & Legal	10.0%	% Bld. & Site Cost	$11,385
		Total Soft Costs	**$17,078**
Total Costs			
		Subtotal: Building, Site & Soft Costs	$130,928
		Developer's Profit 5.0%	$6,546
		Total Cost	**$137,474**
		Price per SF Gross Building Area	$0.00

Depreciation: Section 1 of 1				
Component	**Eff. Age**	**Life**	**Percent**	**Amount**
Physical Depreciation: Building	0	0	0%	$0
Physical Depreciation: Site	10	20	50%	$59,771
Functional Obsolescence Building			0%	$0
External Obsolescence Building			0%	$0
			Total Depreciation	**$59,771**
			Depreciated Value of Improvements	**$77,703**
			Cost Per Square Foot Gross Building Area	$0.00

Cost to Cure Damages

No improvements are located within the acquisition area that would require a cure. Therefore, there is no Cost to Cure Damages payable to the property owner.

Special Benefits

Special benefits result from an enhancement in value that has advanced the remainder's market value beyond the mere general appreciation of property in the neighborhood. In the case of special benefits caused by acquisition, any benefits may only off-set damages to the remainder and only if the increase is by reason of construction or improvements made or contemplated. The acquisition does not create special benefits to the remainder.

SUMMARY OF VALUES

PARTIAL ACQUISITION:

1. Before Property	$ 9,570,000
2. Part Acquired (Land/Affected Improvements)	$ 298,000
3. Remainder (As Part of Whole)	$ 9,272,000
4. Remainder (Appraised, Uncured)	$ 9,272,000
5. Damages (Total, Uncured)	$ 78,000
6. Special Benefits	$ 0
7. Damages	$ 0

SUMMARY OF COMPENSATION – 1.54+/- Acre and 0.17+/- Acre Acquisition Parcel

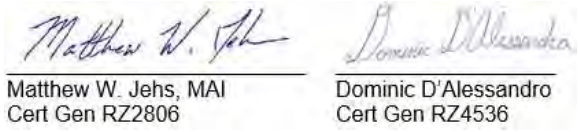
Part Acquired	$ 298,000
Damages, Incurable	$ 78,000
Cost to Cure, Net or Minor	$ 0
TOTAL COMPENSATION	**$ 376,000**

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Matthew Jehs, MAI and Dominic D'Alessandro, Cert Gen has completed the continuing education program of the Appraisal Institute.
11. We have both made an interior and exterior inspection with photographs of the property that is the subject of this report.
12. The appraiser has not performed any previous services regarding the subject within three years prior to agreeing to perform this assignment.

No one provided significant real property appraisal assistance to the person(s) signing this certification.



Matthew W. Jehs, MAI	Dominic D'Alessandro
Cert Gen RZ2806	Cert Gen RZ4536

Addenda

Definitions

Market Value: is defined as "The most probable price, as of a specified date, in cash, or in terms of equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under duress." Source: Appraisal Institute, *Dictionary of Real Estate, 7th Edition 2021*.

A **Fee Simple** interest is defined[1] as:

> Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

A **Leased Fee** interest is defined[1] as:

> An ownership interest held by a landlord with the rights of use and occupancy conveyed by a lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

A **Partial Interest** is defined as:

> Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common or easement.

Marketing Time is defined[1] as:

1. The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal.

2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time.)

[1] Appraisal Institute, The Dictionary of Real Estate Appraisal, 4th ed. (Chicago: Appraisal Institute, 2002).

Exposure Time is defined[1] as:

1. The time a property remains on the market.

2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. (Appraisal Standards Board of The Appraisal Foundation, Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions")

   Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal. In the case of disposition value, the time frame allowed for marketing the property rights is somewhat limited, but the marketing effort is orderly and adequate. With liquidation value, the time frame for marketing the property rights is so severely limited that an adequate marketing program cannot be implemented. (The Report of the Appraisal Institute Special Task Force on Value Definitions qualifies exposure time in terms of the three above-mentioned values.) See also marketing time.

As Is Value
The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. [1]

Easement
An interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right of way easements may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements. [1]

Professional Qualifications
Matthew W. Jehs

EXPERIENCE: Current Managing Director for Tuttle-Armfield-Wagner Appraisal & Research, Inc., Mr. Jehs has 23 years of appraisal experience, receiving his MAI in 2008. He has performed property valuations for a broad array of retail, industrial, and office properties including shopping centers, office/warehouses, bulk distribution warehouses, heavy manufacturing, both low-rise and high-rise professional offices and medical office buildings. Valuations have also included surgical centers, limited-service hospitality properties, condominium developments and conversions, residential subdivisions, and vacant land. Specialized real estate assignments include right-of-way projects, Cape Canaveral Port Facilities, Kennedy Space Center assets, and Melbourne Airport Aviation land, and jurisdictional wetlands. Clients served include accountants, investment firms, law firms, lenders, private corporations, local municipalities, and public agencies, including Veterans Affairs, Florida DEP Approved Appraiser, and SJRWMD. Valuations have been utilized for mortgage loan purposes, equity participation, due diligence support, condemnation proceedings and insurance purposes. Assignments have included the valuation of existing and proposed properties, as well as market studies, highest and best use studies, and property value impact studies.

EDUCATION: Bachelor of Arts Degree, Benedictine University, 2000

Appraisal Course Work Completed:

Appraisal Institute

110-Appraisal Principles
120-Appraisal Procedures
210-Residential Case Study
310-Basic Income Capitalization
410-Uniform Standards of Professional Practice – Part A
420-Uniform Standards of Professional Practice – Part B
510-Advanced Income Capitalization
520-Highest and Best Use and Market Analysis
530-Advanced Sales Comparison and Cost Approach
540-Report Writing and Valuation Analysis
550-Advanced Applications
Continuing Education in USPAP, ARGUS, STDB.com

LICENSES: State Certified General Real Estate Appraiser #FL-RZ2806

PROFESSIONAL ORGANIZATIONS: Member of the Appraisal Institute (MAI) #432527
2020 Past President Florida East Coast Chapter Appraisal Institute

I have been qualified as an expert witness in Brevard County circuit court. I have testified in court cases involving commercial Real Estate litigation.

Professional Qualifications

Dominic D'Alessandro

EXPERIENCE: As a State Certified General Real Estate Appraiser at Tuttle-Armfield-Wagner Appraisal & Research, Inc., I bring over three years of experience in delivering comprehensive property valuations for a diverse range of commercial real estate assets. My expertise encompasses a wide spectrum of property types, including retail centers, office warehouses, distribution centers, heavy manufacturing facilities, office buildings, medical offices, surgical centers, limited-service hotels, and vacant land. I have also tackled unique real estate projects such as bowling alleys, ice skating rinks, and tennis clubs. Furthermore, I have honed my skills in appraising specialized assets within prominent locations like the Kennedy Space Center, Cape Canaveral Space Force Station, and Melbourne Airport. Additionally, my experience includes conducting Fair Market Rent Analyses for a variety of commercial spaces, including medical offices, hangars, and restaurants.

EDUCATION: **University of Central Florida**, *Orlando, FL*
Bachelors of Science, Business Administration, Finance Concentration

Appraisal Course Work Completed:

Appraisal Institute

General Appraiser Income Approach Part 1 and 2
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation and Cost Approach
Real Estate Finance, Statistics, and Valuation Modeling
General Appraiser Market Analysis and Highest & Best Use
General Appraiser Report Writing and Case Studies
Advanced Income Capitalization
Three Hour Florida Law
2024-2025 7-Hour National USPAP Update Course
Advanced Concepts & Case Studies
Business Practices and Ethics
Uniform Appraisal Standards for Federal Land Acquisitions

LICENSES: State Certified General Real Estate Appraiser #FL-RZ4536

PROFESSIONAL ORGANIZATIONS: Appraisal Institute Practicing Affiliate

Brevard County Checklist

BREVARD COUNTY – APPRAISAL CHECKLIST

PROPERTY NAME:
PROJECT NAME: 1.54 and 0.17 acre parcels for acquisition
TAX PARCEL #: 27-37-32-00-751

APPRAISAL CHECKLIST, PART ONE

		Yes	Page No.	No	N/A
GENERAL - VACANT LAND					
1.	Does the appraisal include a complete copy of the Bureau of Appraisal's "Appraisal's Checklist?" (the appraiser is required to indicate compliance with specific requirements by noting which page number(s) of the appraisal contain required minimum information) [Bureau of Appraisal, "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 5]	☒	____	☐	☐
2.	Is a completed "Executive Summary" included for each Parcel and/or opinion of value?	☒	4	☐	☐
3.	Does the appraisal follow the recommended general format For narrative appraisal reports? (this format should be used by the fee appraiser as a general guide) [Bureau of Appraisal, "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 9]	☒	____	☐	☐
PREMISES OF THE APPRAISAL					
4.	Is there a description of the extent of the process (scope) of Collecting, confirming and reporting data?	☒	16	☐	☐
5.	Is the Bureau of Appraisal's definition of market value or the current USPAP definition used? [Bureau of Appraisal, "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 2]	☒	____	☐	☐
6.	Is the intended use (function) of the appraisal indentified?	☒	16	☐	☐
7.	Are the property interests (rights) appraised identified?	☒	____	☐	☐
8.	Does the appraisal express the estate which existed as of the date of appraisal?	☒	____	☐	☐
9.	Does the appraisal report consider whether a fractional interest, physical segment or partial holding contribute pro Rata to the value of the whole?	☐	____	☐	☒
10.	Are the effective date of the appraisal and the date of the Appraisal report stated?	☒	1	☐	☐
PRESENTATION OF DATA					
11.	Is a legal description of the property appraised included in the report? [Bureau of Appraisal, "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Pages 9 and 16]	☒	21	☐	☐

BREVARD COUNTY – APPRAISAL CHECKLIST

		Yes	Page No.	No	N/A
12.	Is a five year subject sale history included? [Bureau of Appraisal, "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Pages 3]	☑	21	☐	☐
13.	Does the appraiser explain why the previous sale of the subject was not used in the valuation of the subject property?	☐		☐	☑
14.	Is any current agreement of sale, option or listing of the property under appraisal analyzed? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☐		☐	☑
15.	Was a neighborhood analysis provided, including a discussion of market trends, either positive or negative, which affect the subject property? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Pages 9 and 15]	☑	26	☐	☐
16.	Is a zoning analysis provided which discusses existing zoning and land use designations, impending use restrictions or other existing or proposed concurrency or land use planning restrictions?	☑		☐	☐
17.	Does the appraisal report provide the current assessed value of the subject property? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☑		☐	☐
DESCRIPTION OF SUBJECT SITE / LAND					
18.	Is a site sketch included?	☑		☐	☐
19.	Does the appraisal report describe the size, shape and other physical characteristics of the site/land? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☑	51	☐	☐
20.	Does the appraisal report describe the current state of access to the property? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☑		☐	☐
21.	If the access is poor, inadequate or substandard, does the appraisal address its affect with supporting market evidence on market value? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☐		☐	☑
22.	Does the appraisal describe the topography of the property? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☑		☐	☐
23.	Does the appraisal report describe the location of the property? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☑		☐	☐
24.	Does the appraisal report describe the property's road frontage? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☑		☐	☐

BREVARD COUNTY – APPRAISAL CHECKLIST

	Yes	Page No.	No	N/A
25. Does the appraisal report describe the property's water frontage? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☐	____	☐	☑
26. Does the appraisal report describe utilities available and their proximity to the property? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☑	____	☐	☐
27. Does the appraisal report describe nuisances and hazards, if any, affecting the market value of the property?	☑	____	☐	☐
28. Does the appraisal report describe any existing and/or potential environmental hazards affecting the market value of the property?	☑	____	☐	☐
29. Does the appraisal report describe the drainage and the existence of flood plain conditions affecting the market value of the property? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 3]	☑	____	☐	☐
30. Does the appraisal report discuss any easements, encroachments and right-of-way affecting the market value of the property?	☑	____	☐	☐
31. Does the appraisal report address their affect(s), if any, on the market value of the subject property?	☑	____	☐	☐
32. Does the appraisal report discuss the affect on the market value of the property as a result of outstanding oil, gas and mineral interests? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 4]	☑	____	☐	☐
ANALYSIS OF DATA AND CONCLUSIONS				
Highest and Best Use				
33. Is the highest and best use of the property "as vacant" and "as improved", if applicable, analyzed? [Bureau of Appraisal, "Supplemental Appraisal" Standards for Board of Trustees Land Acquisition", Page 4]	☑	58	☐	☐
34. Is the highest and best use based on an "economic use" of the property? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 5]	☑	____	☐	☐
Land Valuation				
35. Are the comparable sales verified, documented and presented? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Pages 5, 6 and 14]	☑	63	☐	☐
36. Are photographs of the comparable sales included? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 6]	☑	____	☐	☐
37. Does the appraisal report include sketches of the comparable sales? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions", Page 6]	☑	____	☐	☐

BREVARD COUNTY – APPRAISAL CHECKLIST

		Yes	Page No.	No	N/A
38.	Did the appraiser include a general sales location map that also shows the subject's proximity?	☑		☐	☐
39.	Is the unit of comparison appropriate for the subject's market?	☑		☐	☐
40.	Is the unit of comparison reliable for the subject's market?	☑		☐	☐
41.	Is the unit of comparison valid for the subject's market?	☑		☐	☐
42.	Are the comparable sales similar to the subject in highest and best use?	☑		☐	☐
43.	If the comparable sales are not similar in highest and best use, is an adequate discussion included as to why the sales are used?	☑		☐	☐
44.	Are the comparable sales adjusted for cash equivalency or otherwise clearly explained?	☑		☐	☐
45.	If you included comparable sales to governmental units and/or non-profit groups, were they analyzed separately with appropriate comments explaining differenced, if any, compared to private transactions? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions"]	☑		☐	☐
46.	If the appraisal report included extraordinary assumptions, are their impacts on value adequately supported and reported in the reconciliation and final value estimate?	☑		☐	☐
47.	If you provide a discounted cash flow model in valuing the subject property, did you also provide a sales comparison, or other approach to arrive at the present value of the subject property? [Bureau of Appraisal "Supplemental Appraisal Standards for Board of Trustees Land Acquisitions"]	☐		☐	☑
48.	Are demolition costs, if any, considered appropriately for the comparable sales and the subject property?	☐		☐	☑
Reconciliation					
49.	Did you consider and reconcile the quality and quantity of data available and analyze within the approaches used and the applicability or suitability of the approaches used?	☑	81	☐	☐
50.	Is the final value estimate consistent with the data and analyses presented in the report?	☑		☐	☐
51.	Does the appraisal report consider and analyze the effect on value, if any, of the assemblage of the various estates or component parts of a property, refraining from estimating the value of the whole property simply by adding together the individual value?	☑		☐	☐
52.	In arriving at a final value estimate, does the appraisal consider the value impact (cost to cure/stigma) of environmental hazards and/or other contamination (underground storage tanks, toxic waste disposal, etc.) before concluding the "as is" value?	☑		☐	☐
		Yes	Page No.	No	N/A

BREVARD COUNTY – APPRAISAL CHECKLIST

Miscellaneous

53.	Is the highest and best use conclusion(s) consistent with the value reported?	☑	___	☐ ☐
54.	Does the report provide an estimate of the property's anticipated marketing (exposure) time?	☑	___	☐ ☐
55.	Does the appraisal report contain a clear and adequate disclosure of all ordinary and extraordinary assumptions (see question 45) or limiting conditions that directly affect the appraisal?	☑	___	☐ ☐
56.	Does the appraisal explain and support the exclusion of any of the usual valuation approaches?	☑	___	☐ ☐

Owner: L3Harris Technologies.
Property Address: Adjacent to 966 W. Hibiscus Blvd, Melbourne, FL, Melbourne, Florida 32901
Portion of PIN: 27-37-32-00-751

APPRAISAL REVIEW

Appraisal Report Reviewed:

Summary Appraisal of two parcels consisting of Parcel One (parcel of 67,019 S.F. consisting of approximately 1.54 +/- acres) and Parcel Two (parcel of 7,211 S.F. consisting of 0.17+/- acres) situated at the southwest corner of a larger 54.66-acre parent tract (Parent Parcel PIN : 27-37-32-00-751) located at 1025 W. NASA Blvd. in Melbourne, Brevard County, Florida, Appraisal No. AC25-2568, Prepared by Tuttle-Armfield-Wagner and dated July 29, 2025.

Findings and Conclusions:

1. The appraisal is relevant to the needs of the acquisition of parcels in fee simple in relation to the project known as Hibiscus Potable Water Booster Pump Station Project.
2. The appraisal includes an adequate description of the subject property, a statement of the known and observed encumbrances, title information, location, zoning, present use, an analysis of highest and best use and at least a 5-year sales history of the property.
3. The appraisal reflects a sales comparison approach to value the subject property, an established and commonly accepted appraisal practice.
4. The appraisal adequately describes comparable sales.
5. The appraisal includes a statement of the value of the subject property to be acquired.
6. The appraisal includes an effective date of valuation, date of appraisal, signature and certification of the appraiser, which appraiser is licensed by the State of Florida.
7. The appraisal is a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
8. The appraisal supports the appraiser's opinion of value of $376,000 set forth in the appraiser report.

Damages or Benefits to Remaining Property: The land area affected as Parcel One is the site of a vacant parking lot. The value analysis assumes the parent parcel will receive the removal of driveways on the parent parcel approaching Parcel One. The land area affect as Parcel Two is vacant land.

BASIS OF VALUATION:

Property To Be Acquired:	Fee Simple Parcel One: 67,019± square feet and Fee Simple Parcel Two: 7,211± square feet	=	$ 376,000
Minor Site Improvement(s) To Remaining Parent Parcel:	Remove driveways on Parent Parcel approaching Parcel One	=	Less $ 0
	TOTAL	=	$ 376,000

The above-mentioned appraisal report has been reviewed by the undersigned. In accordance with the federal regulations related to the Uniform Act, the above-mentioned appraisal is **recommended**, meeting all requirements and is selected as the basis for acquisition purposes.

8/28/25
Date

Jennifer Spagnoli
Director of Utilities and Public Works

Owner: L3Harris Technologies.
Property Address: Adjacent to 966 W. Hibiscus Blvd, Melbourne, FL, Melbourne, Florida 32901
Portion of PIN: 27-37-32-00-751

APPRAISAL REVIEW CERTIFICATION

The Undersigned hereby certifies:

1. I have reviewed the following appraisal report:

   Summary Appraisal of two parcels consisting of Parcel One (parcel of 67,019 S.F. consisting of approximately 1.54 +/- acres) and Parcel Two (parcel of 7,211 S.F. consisting of 0.17+/- acres) situated at the southwest corner of a larger 54.66-acre parent tract (Parent Parcel PIN : 27-37-32-00-751) located at 1025 W. NASA Blvd. in Melbourne, Brevard County, Florida, Appraisal No. AC25-2568, Prepared by Tuttle-Armfield-Wagner and dated July 29, 2025.

2. The appraisal report meets the requirements of the Uniform Act, as set forth in the Appraisal Review regarding the same.

3. The appraisal report is **approved** and selected as the basis for acquisition purposes.

4. I understand that this parcel is, or may become a part of a federally funded project.

5. From the information available to me on this date, I have estimated the fair market value of the subject property interest to be $376,000.

6. My estimate has been independently based on the appraisal report and other factual data of record without collaboration or direction.

7. I do not have a direct or indirect, present or contemplated personal interest in such property or in any benefit from the acquisition of such property appraised.

8/28/25
Date

Jennifer Spagnoli
Director of Utilities and Public Works

Appraisal Review Checklist

Regulation		Description
24.103a(2)	☑	Appraisal is relevant to program needs
24.103a(2)	☑	Appraisal reflects established and commonly accepted federally-assisted program appraisal practice
24.103a(2)	☑	Appraisal complies with deftn of appraisal in §24.2(a)(3) *Deftn of Appraisal.* The term *appraisal* means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
24.103a(2)(i)	☑	Appraisal includes __X__ 1. an adequate description of the physical characteristics of the subject property (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, __X__ 2. a statement of the known and observed encumbrances, if any, __X__ 3. title information, __X__ 4. location, __X__ 5. zoning, __X__ 6. present use, __X__ 7. an analysis of highest and best use and __X__ 8. at least a 5-year sales history of the property
24.103a(2)(ii)	☑	All relevant and reliable approaches to value consistent with federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value.
24.103a(2)(iii)	☑	A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
24.103a(2)(iv)	☑	A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property here appropriate.
24.103a(2)(v)	☑	The effective date of valuation, date of appraisal, signature, and certification of the appraiser.
24.103(d)(2)	☑	Contract appraiser is state licensed and certified in accordance with title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA)
24.104(a)		City employee is qualified review appraiser (consistent with scope of work for assignment, review experience, education, training, certification/licensing, designation(s) and other qualifications of appraisers and review appraisers).
24.104(a)	☑	Review presentation and analysis of market information in appraisal to assure that it meets deftn in 24.2(a)(3) and appraisal requirements of 24.103 and supports the appraiser's opinion of value.
24.104(a)	N/A	If needed, seek necessary corrections/revisions.
24.104(a)	☑	Identify each appraisal report as recommended (as the basis for the establishment of the amount believed to be just compensation), accepted (meets all requirements but not selected or recommended or approved), or not accepted.

24.104(a)		If authorized, approve appraisal and develop and report the amount believed to be just compensation.
24.104(c)		Prepare written report __X__ 1. identify appraisal reports reviewed __X__ 2. document findings and conclusions arrived at during the review of the appraisal. __X__ 3. Identify damages or benefits to remaining property.
24.104(c)		Prepare and sign certification __X__ 1. State parameters of the review __X__ 2. state approved value __X__ 3. if authorized, state amount believed to be just compensation for acquisition

STATEMENT OF THE BASIS FOR DETERMINING JUST COMPENSATION

Description and Location of Two Parcels to be Held by City of Melbourne: (Indicate the street address, lot and block number of other location description of the property currently held.)

Property Address of Parent Parcel: 1025 W. NASA Blvd.
Portions of PIN Nbr.: 27-37-32-00-751
Legal Description:

A parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of the Brevard County public record, all lying in Section 33, Township 27 South, Range 37 East, Brevard County Florida and being more particularly described as follows:

Begin at the intersection of the north line of Hibiscus, Boulevard with the east right away line of Woody Burke Road, thence North, along said east right-of-way line, a distance of 339.17 feet; thence South 89 degrees 29 minutes 47 second, East a distance of 132.07 feet to the northwest comer of the out parcel as described in said Official Records Book 1745 page 305; thence along the West lines of said out parcel, the following three courses; South 00 degrees 23 minutes 13 second, West a distance of 116.31 feet; thence South 89 degrees 41 minutes 27 second, East a distance of 102.36 feet; thence South 00 degrees 21 minutes 43 second, West a distance of 221.27 feet to a point on the north right -of -way line of said Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 second, West, along said north right -of- way line, a distance of 232.24 feet to the Point -of- Beginning.

Together with a parcel of land being a portion of land, as described in Official Records Book 1745 page 305 of said public record, and being more particularly described as follows:

Commence at the intersection of the northerly right-of-way line of Hibiscus Boulevard with the easterly right-of-way line of Woody Burke Road; thence South 89 degrees 58 minutes 18 second, East along said north right -of- way line, a distance of 262.14 feet to the Point -of- Beginning, said point also being the southeast comer of the out parcel as described in said Official Records Book 1745 page 305; thence North 00 degrees 21 minutes 43 second, East, along the east line of said land,, a distance of 221.04 feet to a point on the south line of said lands; thence South 89 degrees 55 minutes 17 second, East along said south line, a distance at 32.93 feet; thence South 00 degrees 31 minutes 13 seconds West a distance of 221.02 feet to a point on the aforesaid north right -of- way line of Hibiscus Boulevard thence North 89 degrees 58 minutes 17 seconds West, along said north right -of- way line, a distance of 32.32 feet to the Point -of- Beginning.

Containing a total of 1.71 acres and being subject to any easements and/or rights-of-way of record.

Interest to be Acquired:
(Indicated whether the acquisition is an easement, partial fee or fee simple title.)

Fee Simple Title

Description of Buildings, Structures and Other Improvements: (Identify structures which are considered to be part of the real property for which compensation is made. Include building equipment and trade fixtures, if appropriate.)

Paved parking area.

Description of Separately Held Ownership Interest: (Identify, if appropriate, any tenant-owned improvements, indicating that such interest is not covered by the offer.)

None.

Amount Offered: (Indicate the total compensation to be offered. If this is a partial acquisition, any payment for damages should be listed separately from the compensation paid for the property rights.)

Compensation for Property Rights:
Three hundred seventy-six thousand dollars ($376,000.00)

Approved for L3Harris Technologies, Inc.
Owner Name(s)

9/10/2025
Date

Jennifer Spagnoli
Director of Utilities and Public Works
City of Melbourne

cc: Mr. Craig Schill, CFM, Authorized Representative of L3Harris Technologies, Inc.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "Agreement"), is made this 30th day of December, 2025 by and between L3Harris Technologies, Inc. ("Seller"), and City of Melbourne, a Florida municipal corporation ("Buyer").

WITNESSETH:

In consideration of the mutual covenants and agreements contained herein, Ten and No/100's ($10.00) Dollars paid by each of the parties hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agrees as follows:

1. Description of Property.
The property being sold and conveyed to Buyer (collectively, the "Property") consists of the following:

a. The real estate to be conveyed is located in Melbourne, Brevard County, Florida, and legally described as follows:

A parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of the Brevard County public records all lying in Section 33, Township 27 South, Range 37 East, Brevard County Florida and being more particularly described as follows:

Begin at the intersection of the north line of Hibiscus Boulevard with the east right-of-way line of Woody Burke Road, thence North, along said east right-of-way line, a distance of 339.17 feet; thence South 89 degrees 29 minutes 47 seconds East a distance of 132.07 feet to the northwest corner of the out parcel as described in said Official Records Book 1745 page 305; thence along the West lines of said out parcel, the following three courses; South 00 degrees 23 minutes 13 seconds West a distance of 116.31 feet; thence South 89 degrees 41 minutes 27 seconds East a distance of 102.36 feet; thence South 00 degrees 21 minutes 43 seconds West a distance of 221.27 feet to a point on the north right-of-way line of said Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 seconds West, along said north right-of-way line, a distance of 232.24 feet to the Point-of-Beginning.

Together with a parcel of land being a portion of lands as described in Official Records Book 1745 page 305 of said public records and being more particularly described as follows:

Commence at the intersection of the northerly right-of-way line of Hibiscus Boulevard with the easterly right-of-way line of Woody Burke Road; thence South 89 degrees 58 minutes 17 seconds East along said north right -of- way line, a distance of 262.14 feet to the Point-of-Beginning, said point also being the southeast corner of the out parcel as described in said Official Records

Book 1745 page 305; thence North 00 degrees 21 minutes 43 seconds East, along the east line of said lands, a distance of 221.04 feet to a point on the south line of said lands; thence South 89 degrees 55 minutes 17 seconds East along said south line, a distance at 32.93 feet; thence South 00 degrees 31 minutes 13 seconds West a distance of 221.02 feet to a point on the aforesaid north right-of-way line of Hibiscus Boulevard; thence North 89 degrees 58 minutes 17 seconds West, along said north right-of-way line, a distance of 32.32 feet to the Point-of-Beginning.

Containing a total of 1.71 acres.

and

b. All and singular the tenements, hereditaments, easements, privileges and appurtenances belonging to or serving the above-described land, including, without limitation, all title, estates, interest, water, canal and riparian rights.

2. Purchase Price.

The purchase price shall be three hundred seventy-six thousand ($376,000.00) U.S. Dollars (the "Purchase Price"). The Purchase Price, adjusted for prorations and other credits as provided herein, shall be payable in cash, certified or cashier's check on closing and delivery of all instruments of conveyance.

3. Deposit.

The term "Deposit" shall be deemed to mean and include the good faith Deposit in the sum of Ten Thousand ($10,000.00) Dollars to be presented for payment immediately upon receipt of written advice that the Agreement has been fully executed by the parties and the proceeds thereof are to be held by the undersigned pursuant to all the provisions of the Agreement and payable to Peninsula Title & Escrow Services, LLC, and delivered to Peninsula Title at 4888 Babcock Street NE, Palm Bay, Florida 32905 [Telephone (321) 726-6414] (as "Escrow Agent"), which will be deposited as soon as this Agreement is fully executed by Buyer and Seller. The Deposit is part of the Purchase Price and shall be delivered to Seller at Closing and will be deposited in an interest-bearing account in a federally insured banking institution, using the F.E.I. number of the Buyer. Failure to deposit the Deposit with Escrow Agent on or before the date that is two (2) business days after the Effective Date will be considered non-consummation of this Agreement, whereupon Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations, as defined in paragraph 7 of this Agreement.

4. Property Condition.

Buyer is purchasing the Property in an "AS-IS, WHERE-IS" condition and "with all faults" basis, with no representation or warranty by the Seller as to its physical condition or use or any other matter whatsoever except as expressly set forth in this Agreement. The Purchase Price reflects the "as is, where is" nature of this sale and any faults, liabilities, defects, or other adverse matters that may be associated with the Property.

Unless the Buyer exercises the right to cancel this Agreement as set forth herein, Buyer accepts the Property in its present physical condition.

5. Title.

a. Upon execution of this Agreement, Seller shall provide Buyer with any copy they may have of its most recent Owner's and/or Mortgagee Title Insurance Policy. Seller's failure to provide such policy shall not be considered a breach of this Agreement. Not later than ten (10) days after the Effective Date, a qualified title insurance company and agent selected and paid by Buyer shall issue a commitment (the "Title Commitment") for the issuance to Buyer, upon closing and delivery of all instruments of conveyance (together with all other necessary corrective documents to the extent Seller is required to deliver the same under the terms of this Agreement), of an owner's policy of title insurance (ALTA 1990 4-6-90) in the amount of the Purchase Price insuring the title of Buyer in and to the Property (the "Title Policy"). Buyer shall promptly provide to Seller a copy of the Title Commitment and all updates or supplements thereto received by Buyer.

b. In determining the acceptability of title, the Uniform Title Standards adopted and published by the Real Property, Probate and Trust Law Section of the Florida Bar shall apply. Buyer shall notify Seller of any title defects not later than ten (10) days after Buyer's receipt of the Title Commitment. In the event Buyer fails to deliver such notice, Buyer shall have waived its right to object to any items as constituting title defects. All matters set forth in the Title Commitment and on the Survey (as hereinafter defined) obtained by Buyer shall be deemed "Permitted Exceptions" in the event Buyer fails to object to the same in writing within such time period. In the event title is found to be defective in any particular matter, which renders title uninsurable, Seller shall have thirty (30) days after notice from Buyer in which to either cure the title defects or inform Buyer that it cannot or will not cure the defects. In addition, prior to Closing, Buyer may perform an update to the Title Commitment and should the update reveal any defects not disclosed in a prior version of the Title Commitment, Buyer shall notify Seller of such defects not later than ten (10) days prior to Closing. In the event Buyer fails to deliver such notices, Buyer shall have waived its right to object to such items and such items shall be deemed Permitted Exceptions." Seller shall have thirty (30) days after notice from Buyer in which to, in its option, either cure the title defects or inform Buyer that it cannot cure or chooses not to cure the defects.

Buyer acknowledges that Seller will not be obligated to cure any of the defects; and if such a non-cure option is chosen, the Deposit shall be returned, the contract cancelled and the parties shall have no further obligations to each other except for Buyer's Indemnity Obligations under paragraph 7 of this Agreement. In the event Seller elects to cure such title defects, Buyer acknowledges that Seller shall not be obligated to incur in excess of $10,000 of costs in connection with curing the title nor shall Seller be obligated to bring any suit to remedy such defects. If Seller is unsuccessful in removing all title defect(s) within the said period, Buyer shall have the option of either:
(i) proceeding with this transaction and take subject to each of the matters identified in the Title Commitment and Survey and not cured by Seller, which matters shall be

hereinafter referred to as the "Permitted Exceptions" or (ii) receiving a full and prompt refund of the Deposit, whereupon Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations, as defined in paragraph 7 of this Agreement.

c. Seller shall convey title by Warranty Deed (the "Deed") subject only to the Permitted Exceptions (as defined herein).

d. In the event the Title Commitment or the Survey identifies an existing easement allowing utility infrastructure on the Property in order to service the Seller's remaining parent parcel (the "Retained Property") or identifies private drainage or other private infrastructure on the Property serving the Retained Property, the Buyer and the Seller agree to reasonably cooperate on the location, relocation and/or construction of said infrastructure at no out-of-pocket cost to Seller in order to minimize impact to the Buyer's development on the Property and to ensure no adverse impact on the Retained Property (the "Property Separation Alterations"), including but not limited to extending time periods set forth in this Agreement for a reasonable period of time. In the event the parties are not able to agree in writing on any Property Separation Alterations on or prior to the date on which the Investigation Period expires, then either the Buyer or the Seller may terminate this Agreement within five (5) days after the date on which the Investigation Period expires, whereupon Buyer shall receive a full and prompt refund of the Deposit and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations. The parties understand and agree that accepting title subject to such easement or modifying the obligations of the Buyer may require an amendment to this Agreement and approval by City Council.

6. Survey and Subdivision.

a. Within thirty (30) days after the Effective Date, Buyer shall have a survey of the Property prepared by a registered Florida surveyor at its expense (the "**Survey**"). If the Survey shows any material encroachment on the Property or that improvements thereon in fact encroach on lands of others, or violate any of the Agreement covenants, the same shall be treated as a title defect and upon Seller's election shall be cured in the manner set forth in paragraph 5 of this Agreement. If Buyer fails to notify Seller of any such encroachments within forty (40) days after the Effective Date, Buyer shall have waived its right to object to any items as constituting title defects, and the shall same be deemed Permitted Exceptions." Seller has forwarded to Buyer a copy of the last Survey they had prepared solely for Buyer's convenience and Buyer acknowledges receipt of same.

b. Each party's obligation to close under this Agreement is subject to the Subdivision Approvals (as hereinafter defined) having been obtained on or before the date on which the Investigation Period expires (the "**Subdivision Outside Date**"). "**Subdivision Approvals**" means all final, non-appealable municipal and governmental consents and approvals (including, without limitation, consents and approvals concerning the platting, legal subdivision, resubdivision and/or lot line adjustment and

the recording of plats and other instruments necessary in connection with the same) of or with respect to the Property and the Retained Property as may be required to establish the Retained Property and the Property as separate, subdivided legal lots and tax parcels. In the event Subdivision Approvals are necessary due solely to the conveyance of the Property from Seller to Buyer, then Buyer shall pursue the Subdivision Approvals at Buyer's sole cost and expense, including, without limitation, any application fees, map preparation fees and the cost of compliance with conditions of approval, and Buyer shall keep Seller continuously updated on status and efforts to obtain the Subdivision Approvals and Seller shall reasonably cooperate with Buyer in obtaining Subdivision Approvals at no out-of-pocket cost to Seller. Any and all submissions by Buyer in connection with obtaining the Subdivision Approvals shall be subject to Seller's prior written consent. Except with Seller's prior written consent, Buyer shall take no action with respect to the Subdivision Approvals which would be binding upon Seller, the Property or the Retained Property in the event this Agreement terminates prior to Closing. In the event the Subdivision Approvals have not been obtained on or before the Subdivision Outside Date, then either the Buyer or the Seller may terminate this Agreement within five (5) days after the Subdivision Outside Date. Notwithstanding the foregoing, should Seller, in its reasonable discretion, determine that it is not satisfied with any terms or conditions pertaining to the Subdivision Approvals which affect or will affect the Retained Property (including, without limitation, the costs of compliance therewith or conditions that would adversely affect the Retained Property or that would cause the Retained Property to not comply with zoning or other laws upon obtaining the Subdivision Approvals), Seller may terminate this Agreement by delivering written notice to Buyer on or before the Subdivision Outside Date. In the event of a termination of this Agreement pursuant to this Section 6(b), Buyer shall receive a full and prompt refund of the Deposit and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations.

7. Right of Entry.

Subject to Section 13(d), from the Execution Date until Closing, Buyer shall have reasonable access to the Property for the purpose of making engineering studies, core borings and for any and all acts necessary to ascertain the fitness of the Property for Buyer's intended use. Buyer shall restore the Property to the condition it was in prior to the exercise of its right of entry to the extent its said exercise shall have disturbed the same. Buyer hereby agrees (which agreement shall survive Closing or termination of this Agreement) to indemnify, defend and hold Seller harmless of and from any and all claims or obligations of any kind that may be incurred as a direct result of said exercising this right of access to the Property prior to closing (collectively, "Buyer's Indemnity Obligations"); provided, Buyer's Indemnity Obligations shall not extend to losses arising out of the negligence, gross negligence or willful misconduct of Seller or third parties (provided "third parties" as referenced in this sentence shall not include employees, agents, contractors, consultants or other representatives of Buyer). In the event that the Buyer terminates this Agreement, at the request of Seller, Buyer will provide to Seller a copy of any environmental investigation written report or other physical inspection that Buyer receives during the pendency of this Agreement.

8. Seller's Representations and Warranties.

Notwithstanding anything to the contrary in this Agreement, the following are specific conditions which must be true at the time that this Agreement is executed and must be true at the time of Closing. These conditions must be satisfied at Closing. Satisfaction will be in the manner prescribed below and by affidavit executed under oath by the Seller. As a material inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer that the following are true and correct:

i. That Seller has full right to and are duly authorized to enter into and consummate this Agreement, subject to obtaining the Subdivision Approvals.
ii. That to Seller's knowledge there is no litigation or proceeding pending or threatened against or relating to the Property being sold and purchased hereunder (except for any threatened condemnation action by Buyer).
iii. That the Seller has not been advised of, nor is aware of, the existence of any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") 42 U.S.C. 9601(14), Pollutants or Contaminants as defined by CERCLA or hazardous waste as defined by the Resource Conservation and Recovery Act, 42 U.S.C. 6903(5), on the Property in violation of law.
iv. That to Seller's knowledge, the Property is free and clear of all monetary liens and encumbrances whatsoever except as may be set forth in the Title Commitment.
v. That, (a) to Seller's knowledge, there are no Construction Liens under Chapter 713 of the Florida Statutes filed against the above described Property; (b) Seller has not made or contracted for repairs, improvements or other work done to or labor, materials or services, bestowed upon the above described Property or any portion thereof, for which any or all of the cost of the same remains unpaid; and (c) to Seller's knowledge, no person, firm or corporation is entitled to a lien under Chapter 713 of the Florida Statutes.
vi. That L3Harris Technologies, Inc. has not entered into any leases of the Property which remain in effect, and to Seller's knowledge, there are no other parties in possession, or entitled to possession, of the Property (or any part thereof) other than Seller.
vii. That Seller has not received written notice of any outstanding violation of city, county or state ordinances, laws or governmental regulations that pertain to the Property.
viii. That to Seller's knowledge there are no unsatisfied judgments nor any federal, state or county tax deficiencies which are a lien against the Property, except taxes for the current year, which remain unpaid.
ix. That there has not been filed by or against Seller a petition in bankruptcy or other insolvency proceedings or for the reorganization or the appointment of a receiver or trustee, nor has Seller made an assignment for the benefit of creditors, or filed a petition for an arrangement, or entered into an arrangement with creditors, or admitted in writing its inability to pay debts as they become due.

x. That to Seller's knowledge there are no special or benefit assessments or other public charges (other than general real estate taxes and other than as may be reflected in the Title Commitment) pertaining to the Property.
xi. That at the time of the making of this Agreement and the time of closing on this Agreement and conveyance of a deed to the Buyer, the Property is not homestead property.
xii. That Seller shall comply with Section 1445 of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.
xiii. That the affidavit is made for the purpose of inducing the Buyer to purchase the Property.

The foregoing representations and warranties shall not be affected by independent investigation, verification or approval by Buyer or anyone acting on behalf of Buyer. As used herein, the phrase "Seller's knowledge" or similar references shall mean the actual knowledge of Craig Schill, being Seller's Director, Global Real Estate (the "Knowledge Party"), after having made reasonable inquiry of Seller's local facilities manager and engineer. The Knowledge Party shall have no personal liability under this Agreement.

9. Buyer's Representations and Warranties.
Buyer represents and warrants to Seller that:

i. Buyer is an active and current Florida municipal corporation.
ii. Buyer is acting as principal in this transaction with authority to close the transaction, subject to governing body approval set forth herein.
iii. By the end of the Investigation Period, Buyer will have, to the extent it desires, inspected the Property fully and completely at its expense and will have ascertained to its satisfaction the extent to which the Property complies with applicable zoning, building, environmental, health and safety and all other laws, codes and regulations.
iv. Unless otherwise disclosed to Seller in writing, neither Buyer nor any affiliate of or principal associated with Buyer is anything other than a citizen of, or partnership, corporation or other form of legal person domesticated in the United States of America.

10. Governing Body Approval

a. Execution Date and Effective Date. The date of the Contract shall be referenced herein as the Execution Date and will be the date that the last one of the Buyer and Seller has signed this offer or the final counteroffer, as the case may be. The Effective Date of this Agreement is the date of the approval of the Governing Body as set forth herein.

b. Governing Body Approval. The duties and obligations hereunder are expressly conditioned upon approval of the purchase and sale of the Property pursuant to the terms and conditions of this Agreement by the Governing Body. For purposes of this Agreement, Governing Body is defined as the City Council of the City of Melbourne, a Florida municipal corporation. The City Manager of the City of Melbourne agrees that

promptly, following the Execution Date, she will undertake actions to obtain the approval of the Governing Body, including, as applicable, provision of required public notice as necessary prior to requesting such Governing Body approval. In the event that the Governing Body denies approval of the purchase of the Property pursuant to terms and conditions of this Agreement or does not grant such approval before a date that is the second monthly anniversary of the Execution Date, then either the Buyer or the Seller may notify the other party of its election not to proceed hereunder for lack of Governing Body approval by issuing a written termination notice to the other party and the Escrow Agent, in which event all Deposits paid hereunder shall be returned to Buyer, and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations. Upon obtaining such Governing Body approval, Buyer shall provide prompt written notice to Seller and Escrow Agent.

11. Conditions to the Obligations of Buyer.

The obligation of Buyer to close is subject to the satisfaction at Closing of each of the following conditions:

i. The representations and warranties of Seller set forth and incorporated herein shall be materially true in all respects.
ii. Seller shall have performed all of its material obligations hereunder to be performed on or prior to Closing.

Should the foregoing conditions precedent not have been satisfied by Closing, or not waived by Buyer, then and in that event this transaction shall at the election of Buyer be null and void, all of the parties hereto shall be relieved of all obligations to each other (except for the Buyer's Indemnity Obligations), and the Deposit and all accrued interest shall be forthwith returned to Buyer.

12. Closing.

This transaction shall be closed and all instruments of conveyance delivered on or before thirty (30) days after termination of the Investigation Period (the "Closing" or the "Closing Date").

13. Buyer's Investigations.

a. From the Execution Date until thirty (30) days after the Effective Date, Buyer shall have a period of time to perform investigations to satisfy itself that the Property is suitable for its intended use (respectively, the "Investigation Period" and the "Investigations").

b. If Buyer should determine that the Property is not suitable for its intended use, Buyer may cancel this Agreement by delivering to Seller no later than 5:00 p.m. (local time at the Property) on the last day of the Investigation Period written notice of its intention to cancel, whereupon the Deposit and all accrued interest shall be paid to Buyer on demand and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for Buyer's Indemnity Obligations.

c. If Buyer should determine that it wishes to proceed to Closing, it shall deliver no later than 5:00 p.m. (local time at the Property) on the last day of the Investigation Period, written notice of its intention to proceed. Buyer's failure to deliver notice pursuant to either paragraph 13b. or 13c. shall be deemed its election to terminate this Agreement, whereupon the Deposit and all accrued interest shall be paid to Buyer on demand and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement except for Buyer's Indemnity Obligations.

d. BUYER SHALL NOT CONDUCT OR ALLOW ANY PHYSICALLY INTRUSIVE OR DESTRUCTIVE TESTING OF, ON OR UNDER THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CORE BORINGS OR PHASE II ENVIRONMENTAL ASSESSMENT) WITHOUT FIRST OBTAINING SELLER'S WRITTEN CONSENT AS TO THE TIMING AND SCOPE OF WORK TO BE PERFORMED (WHICH CONSENT MAY BE WITHHELD IN SELLER'S SOLE DISCRETION) AND, UPON REQUEST OF SELLER, ENTERING INTO AN ACCESS AGREEMENT IN A FORM ACCEPTABLE TO SELLER AND SELLER.

e. Buyer will not interfere with the activity of tenants or any persons occupying or providing service at the Property and will restore promptly any physical damage caused by the inspections. Buyer shall give Seller reasonable prior notice of its intention to conduct any inspections, and Seller reserves the right to have a representative present. Upon request, Buyer agrees to provide Seller with a copy of any inspection reports. Any inspections and investigations shall be at Buyer's expense.

f. Seller makes no representations or warranties as to the truth, accuracy or completeness of any materials, data or other information supplied to Buyer in connection with Buyer's inspection of the Property (e.g., that such materials are complete, accurate or the final version thereof, or that all such materials are in Seller's possession). It is the parties' express understanding and agreement that such materials are provided only for Buyer's convenience in making its own examination and determination prior to the termination of the Investigation Period, as hereinafter defined, as to whether it wishes to purchase the Property, and, in doing so, Buyer shall rely exclusively on its own independent investigation and evaluation of every aspect of the Property and not on any materials supplied by Seller. Buyer expressly disclaims any intent to rely on any such materials provided to it by Seller in connection with its inspection and agrees that Buyer shall rely solely on its own independently developed or verified information.

g. During the term of this Agreement, prior to entering into leases, contracts and/or lease terminations pertaining to the Property, Seller will consult with Buyer regarding same. No leases or contracts pertaining to the Property which will survive the Closing will be executed without Buyer's prior written consent. In the event Buyer does not provide its consent or disapproval within fifteen (15) business days after Seller's request therefor, it shall be deemed that Buyer consented to such request.

h. Buyer may extend the Investigation Period for another thirty (30) day extension by delivering written notice and paying to Escrow Agent an additional Five Thousand ($5,000.00) Dollars as an additional Deposit (whereupon the same shall be held and disbursed as part of the "Deposit" hereunder). Under no circumstances or conditions will the Investigation Period be extended beyond sixty (60) days from the "Effective Date" except as otherwise agreed by the parties.

14. Closing Charges and Procedure.

a. Buyer is a tax-exempt entity. If any, Buyer shall pay the cost of State documentary stamps which are required to be affixed to the Deed, and the cost of recording the Deed. Buyer shall pay for the abstracting, preparation and premium costs of the Title Policy. Seller shall pay for the satisfaction of any mortgages granted by Seller encumbering the Property.

b. Taxes for real property shall be prorated based on the current year's taxes. If the current year's tax assessments are not available, taxes will be prorated based on the prior year's taxes. Any tax proration based on an estimate may at the request of either party hereto be readjusted upon receipt of the tax bill.

c. Seller's attorney shall prepare and furnish the Deed, FIRPTA certificate, closing statements and any corrective instruments that may be required in connection with perfecting title (to the extent Seller is required to deliver the same under the terms of this Agreement).

15. Escrow.

The party acting as Escrow Agent is authorized and agrees to hold the Deposit and cash proceeds of sale in escrow in accordance with the terms and conditions of this Agreement. Checks issued for the Deposit will be deposited promptly for clearance. The Escrow Agent shall not be held responsible for nonpayment of checks received. In the event Escrow Agent is in doubt as to its duties and liabilities under the provisions of this Agreement, it may in its sole discretion, continue to hold the monies which are the subject of the escrow until Buyer and Seller mutually agree to the disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties thereto, or it may deposit all the monies then held in escrow pursuant to this Agreement with the clerk of the court having jurisdiction of the disputes, and upon notifying all parties concerned of such action, all liability on its part shall fully cease and terminate except to the extent of accounting for any monies theretofore delivered out of escrow. In the event of any suit between Buyer and Seller wherein the Escrow Agent is made a party by virtue of acting as escrow agent hereunder, or in the event of any suit wherein the Escrow Agent interpled the subject matter of the escrow, Escrow Agent shall be entitled to recover a reasonable attorneys' fee and costs incurred, said fees and costs to be charged and assessed as court costs in favor of the prevailing party. All parties agree that the Escrow Agent shall not be liable to any party or person whomsoever for mis-delivery to Buyer or Seller of monies subject to the escrow, unless such mis-delivery shall be due to willful breach of the Agreement or gross negligence on its part.

16. Default.

a. If Seller fails, neglects or refuses to perform any obligation of Seller under this Agreement and to cure the same within five (5) business days of written notice from Buyer, Buyer, as its sole remedy, may either elect to terminate this Agreement (in which event Buyer shall receive the return of the Deposit and accrued interest) or Buyer shall have the right to bring an action for specific performance.

b. If Buyer fails to perform any obligation of Buyer under this Agreement within the specified time and fails to cure the same within five (5) business days of written notice from Seller, and provided Seller shall not be in default of the terms hereunder, as Seller's sole remedy, except as hereinafter provided, the Deposit shall be paid to Seller as liquidated damages (there being no method available at the date hereof to ascertain damages), consideration for the execution of this Agreement, and full settlement of any claims, whereupon this Agreement shall be terminated and Seller and Buyer shall be relieved of all obligations under this Agreement except for Buyer's Indemnity Obligations.

17. Notices.

In the event that either party desires to give notice pursuant to this Agreement, notice will be given by first class certified U.S. Mail, return receipt requested, or by hand delivery or by email as follows:

TO BUYER:
City Manager
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901
321-608-7200
Email: CityManager@MelbourneFlorida.org

Copy to:
City Attorney
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901
321-608-7241
Email: CityAttorney@MelbourneFlorida.org

TO SELLER
L3Harris Technologies, Inc.
Craig Schill, CFM
Director, Corporate Global Real Estate
1025 W. NASA Blvd.
Melbourne, FL 32919
Phone: (714) 349-0197
Email: craig.schill@L3Harris.com

With mandatory copies to:

L3Harris Technologies, Inc.
Attn: Global Real Estate Department
800 Lee Road
Rochester, New York 14606-0488
Email: Annette.Martorell@L3Harris.com

And:

L3Harris Technologies, Inc.
Attn: Legal Department
1025 West NASA Boulevard
Melbourne, Florida 32919
Email: Jennifer.Black@L3Harris.com

Notice is deemed to have been given when deposited in the U.S. Mail, postage prepaid, and addressed, all as provided above, or when hand delivered and received at the above address or when sent via email to the above email addresses. The addressee giving notice may unilaterally change said addressee's name or said addressee's address by giving notice as provided above. In the event of delivery by a method other than email, an email copy of such notice must be sent within one (1) business day. In the event of delivery by email of matters invoking termination or breach of this Agreement, a hard copy of such notice must be sent within one (1) business day via another method provided for above under this Section 17 unless such email notice is acknowledged in writing by the recipient or its counsel. Counsel for a party may deliver notices on its behalf.

18. Broker.

Seller and Buyer each warrant to the other that no real estate broker or agent, has been used or consulted in connection with the purchase and sale of the Property. Buyer and Seller covenant and agree to defend, indemnify and save the other harmless from and against any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees), resulting or arising from any commissions, fees, costs and/or expenses due to any real estate brokers or agents, because of the purchase and sale of the Property and the execution and delivery of this Agreement, due to the acts of the indemnifying party. The terms of this Section shall survive the Closing or earlier termination of this Agreement.

19. Radon Gas.

There are no buildings on the Property.

20. Miscellaneous.

a. This Agreement shall be construed in accordance with the laws of the State of Florida, and venue for any dispute arising out of this Agreement shall lie in Brevard County, all parties consenting to jurisdiction therein. This Agreement shall not be construed more strongly against either party regardless of which party is responsible for its preparation.

b. In connection with any litigation, including appellate and bankruptcy proceedings, arising out of this Agreement, each party each party shall be responsible for its own attorneys' fees and costs.

c. This Agreement contains all the terms, promises, covenants, conditions and representations made by or entered into by and between Seller and Buyer, and supersedes all prior discussions and agreements whether written or oral with respect to the subject matter hereof, the parties expressly stating that this Agreement is fully integrated.

d. This Agreement shall bind and accrue to the benefit of the parties hereto and their heirs, executors, administrators, assigns and successors in interest. If any portion of this Agreement is determined to be unlawful, the remaining portions shall remain in full force and effect as if such unlawful portion(s) did not appear herein. Buyer shall not assign this Agreement without the prior written consent of Seller.

e. Seller's warranties, agreements, covenants and representations set forth in this Agreement shall be merged upon delivery of the instrument of conveyance and shall not survive the Closing.

f. Seller understands and agrees that Buyer is a public entity subject to the Florida Public Records Law and broad open records policies established by the City of Melbourne. Seller further understands and agrees that this Agreement and related information must be included City Council packets that are readily available to the general public through an online portal. Nothing herein shall limit the material to be provided to City Council, whether in a City Council agenda packet (which is readily available to the general public) or otherwise. In the event Seller objects to inclusion in a City Council agenda packet of particular due diligence information, surveys, reports and the like (including without limitation, environmental reports, submitted to or generated by or on behalf of the Buyer in the course of inspections and evaluations of the Property), then Seller may terminate this Agreement by issuing a written termination notice to the Buyer and the Escrow Agent, in which event all Deposits paid hereunder shall be returned to Buyer, and Buyer, Seller and Escrow Agent shall be released of all further obligations under this Agreement, except for the Buyer's Indemnity Obligations. At all times Buyer and Seller shall have the right to disclose transaction information as legally required and/or as is consistent with disclosure obligations pursuant to Securities and Exchange Commission compliance.

g. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one of the same instrument. Any party may transmit this Agreement electronically via electronic mail; the signature of any person or entity on any such electronically transmitted copy shall be deemed an original signature; and each such electronically transmitted copy shall have the same binding effect as a manually signed and transmitted wet-ink original document.

21. Acceptance.

If Seller and Buyer shall not have executed this offer on or before December 22, 2025, this offer shall automatically become null and void.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below.

BUYER:

CITY OF MELBOURNE, a Florida municipal corporation

By: _____
~~Jenni Lamb~~ Joan Junkala
As City Manager (Acting)

Date: DEC 30, 2025

SELLER:

L3HARRIS TECHNOLOGIES, INC.

_____
Name: Craig S. Schill
Title: Director, Global Real Estate

Date: 22 December 2025

ACKNOWLEDGMENT OF INTERIM ESCROW AGENT

The undersigned Escrow Agent hereby acknowledges receipt from the Buyer of the Good Faith Deposit in the sum of Ten Thousand ($10,000.00) Dollars which has been presented for payment immediately upon receipt of written advice that the Agreement has been fully-executed by the parties and the proceeds thereof are to be held by the undersigned pursuant to all the provisions of the Agreement. Upon the "Effective Date" there shall be on deposit with the Escrow Agent identified herein and below a total sum of Ten Thousand ($10,000.00) Dollars in escrow pending the closing. Receipt of all checks is subject to clearance.

By:_____
Date:_____

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	N/A
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.

Subject:
Consent Agenda

Background/Consideration:

a. Purchase of two (2) vehicles for the Police Department and one (1) vehicle for the Fire Department, Stingray Chevrolet, LLC, Plant City, FL - $136,481.45.

b. Purchase of three (3) new vehicles for the Police Department, Seminole Toyota, Sanford, FL - $105,623.

c. Purchase of a replacement asphalt truck for the Streets & Stormwater Management Division, Cumberland International Trucks, Orlando, FL - $232,489.08.

d. Purchase of 19 vehicles for various divisions, Duval Ford, Jacksonville, FL - $1,176,151.

e. Purchase of a bucket truck for the Facilities Management Division, Altec Industries, Inc., Birmingham, AL - $297,781.

f. Purchase of various equipment for Crane Creek and Harbor City Golf Courses, Wesco Turf, Jacksonville, FL - $149,883.53.

g. Purchase of fuel card services for the Police and Fire Departments, WEX Bank, dba WEX Inc., Portland, ME - estimated annual cost of $560,000, total cost of contract $1,120,000.

h. Fourth Amendment for on-site automotive and truck parts supply store operation for the Fleet Management Division, Genuine Parts Company, dba NAPA Auto Parts, Atlanta, GA - estimated annual total of $1,400,000 and estimated total contract term of $8,400,000.

i. Purchase of 115 MSA G1 Self-Contained Breathing Apparatuses and Accessories, Ten-8 Fire & Safety, LLC, Bradenton, FL - $1,482,181.33.

j. Purchase of SUNCOM Communication Services for internet and voice services using contract pricing, CenturyLink Communications, LLC, Tallahassee, FL - estimated annual cost of $108,000.

k. Renewal of Cisco SmartNet Maintenance Agreement, Presidio Networked Solutions Group, LLC, Orlando, FL - $114,848.06.

l. Youth sports league ball field and facilities use agreements between the City of Melbourne and five (5) organizations, Lipscomb Street Regional Park Association of Melbourne, Florida, Inc., Greater Melbourne Police Athletic League, Inc., Melbourne Mercenaries, Inc., Eau Gallie Little League, Inc., and Brevard Soccer Alliance, Inc., granting each entity a license to utilize ball fields located in City parks, and authorization for the City Manager, or designee, to execute such agreements.

m. Laydown Area License Agreement between the City of Melbourne and BlueTerra LLC, Winter Garden, FL for temporary use of a portion of the City's property located at 2205 Front Street.

n. Lease Agreement for mailing system equipment and software, Quadient, Lehi, UT - annual amount of $55,773.24 and total contract amount of $278,866.20.

o. **Resolution No. 4396:** A resolution appropriating $9,665 from the U.S. Department of Treasury's Federal Asset Sharing Fund for the purchase of a hydraulic breaching tool for the Police Department.

p. **Resolution No. 4397:** A resolution to execute a Memorandum of Agreement between the City of Melbourne and Brevard County Emergency Management for use of the Everbridge statewide alerts and mass notification services.

Melbourne City Council
January 13, 2026
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.15.a.

Subject:
Purchase of vehicles for the Police and Fire Departments.

Background/Consideration:
This purchase is for three (3) new vehicles. One (1) Chevrolet Colorado and one (1) Chevrolet Traverse will be used by the Police Department to replace leased vehicles used by the Special Investigative Unit. One (1) Chevy Suburban is being purchased by the Fire Department for the Fire Chief position. This purchase will use the Florida Sheriffs Association Contract Number FSA25-VEL33.0. The vehicles come with a three-year/36,000-mile bumper-to-bumper warranty and a five-year/60,000-mile power-train warranty. The estimated delivery time is three to four months.

Contract/Solicitation:
This purchase utilizes the contract pricing from Florida Sheriffs Association contract number FSA25-VEL33.0. Pricing for all vehicles and published options are equal to or less than the contract pricing. This contract expires on September 30, 2026.

Fiscal/Budget Impact:
Funds are available in the following Machinery & Equipment Replacement Funds:

- CME No. M2613 - New SIU vehicles - $75,109.45
- CME No. M2614 - New staff vehicle for Fire Chief - $61,372.

Requested Action:
Approval of the purchase of two (2) vehicles for the Police Department and one (1) vehicle for the Fire Department, Stingray Chevrolet, LLC, Plant City, FL - $136,481.45.

Stingray CHEVROLET, LLC

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VEHICLE QUOTE

Florida Sheriffs' Assn Bid FSA25-VEL33.0

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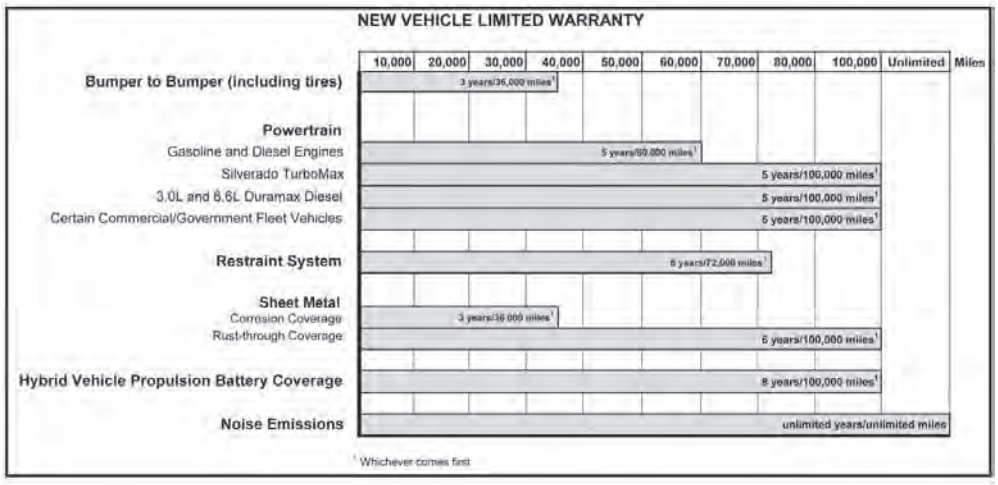
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Warranty Coverage at a Glance

The warranty coverages on your vehicle are summarized below. Please read the warranty information that follows for complete details.

New Vehicle Limited Warranty



Stingray CHEVROLET, LLC

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VEHICLE QUOTE

Florida Sheriffs' Assn Bid FSA25-VEL33.0

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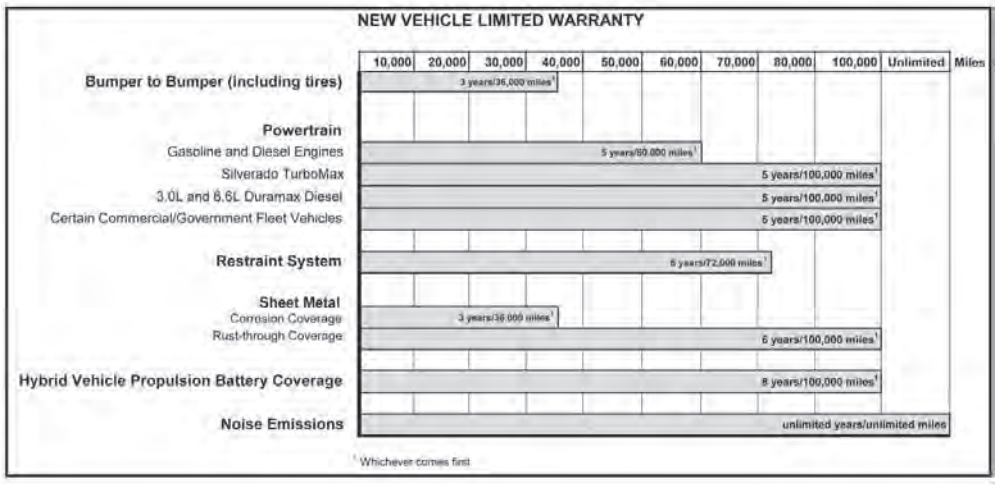
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Warranty Coverage at a Glance

The warranty coverages on your vehicle are summarized below. Please read the warranty information that follows for complete details.

New Vehicle Limited Warranty



Stingray CHEVROLET

VEHICLE QUOTE

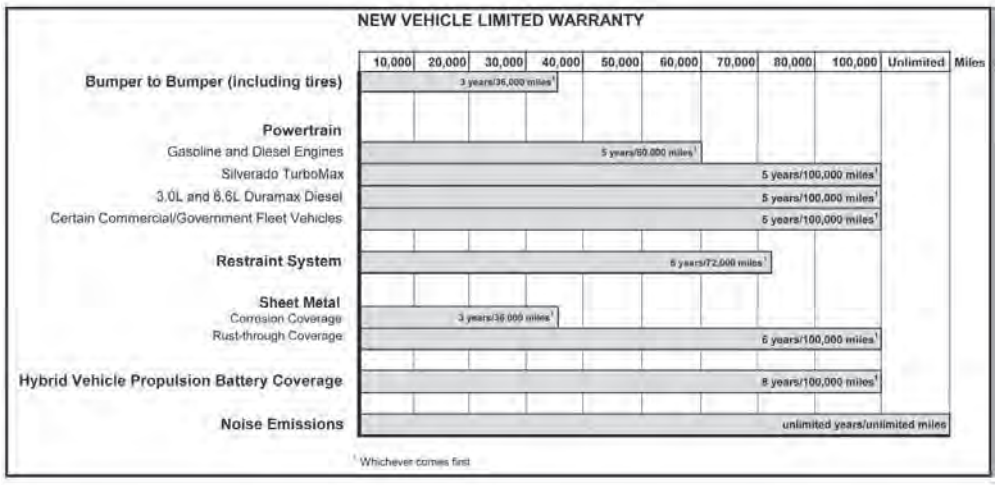
Florida Sheriffs' Assn Bid FSA25-VEL33.0

Item No. C. 15. a.	

Warranty Coverage at a Glance

The warranty coverages on your vehicle are summarized below. Please read the warranty information that follows for complete details.

New Vehicle Limited Warranty



Melbourne City Council
January 13, 2026
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.15.b.

Subject:
Purchase of three new vehicles for the Police Department.

Background/Consideration:
This purchase is for three (3) new vehicles to replace three (3) leased vehicles used by the Police Department's Special Investigative Unit. This purchase will use the Florida Sheriffs Association Contract Number FSA25-VEL33.0. The vehicles come with a three-year/36,000-mile bumper-to-bumper warranty and a five-year/60,000-mile power-train warranty. Additionally, the hybrid models come with an eight-year/100,000-mile warranty for the hybrid system and a 10-year/150,000-mile warranty for the hybrid battery. The estimated delivery time is three to four months.

Contract/Solicitation:
This purchase utilizes the contract pricing from Florida Sheriffs Association contract number FSA25-VEL33.0. All quoted pricing matches the contract pricing. Two items, totaling $2,440, are dealer unpublished options. This contract expires on September 30, 2026.

Fiscal/Budget Impact:
Funding is available in the Machinery & Equipment Replacement Fund, CME No. M2613 - New SIU Vehicles.

Requested Action:
Approval of the purchase of three (3) new vehicles for the Police Department, Seminole Toyota, Sanford, FL - total amount of $105,623.

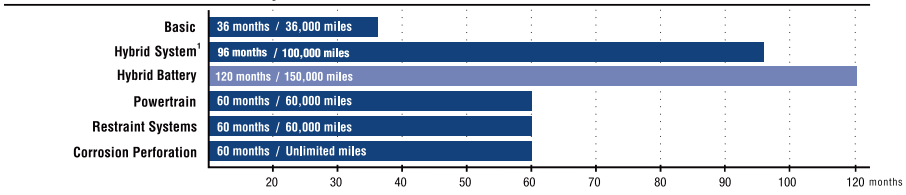
SEMINOLE TOYOTA

WWW.SEMINOLETOYOTA.COM

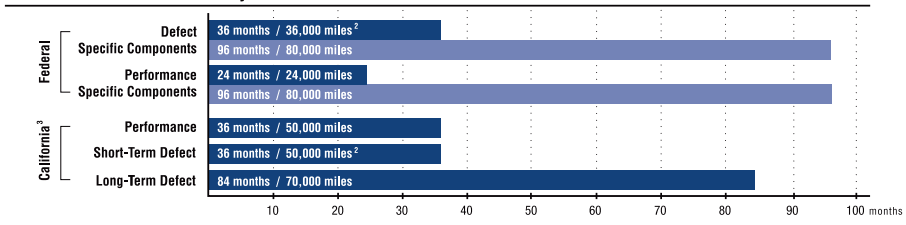
Name:	FLTVT, LLC dba Seminole Toyota
Address:	1160 Rinehart Rd Sanford, FL 32771
Contact:	Sam Bunte, 407-302-8863, sbunte@vtaig.com
Contract:	FSA25-VEL33.0
Item #:	FSA Item 8
Vehicle:	2026 Toyota Camry LE Hybrid (model 2559)
Price:	$27,956
Options:	
Convenience Pkg	$1039
A/W Mats	$444
Underground	$0
Price each:	**$29,439**

WARRANTY COVERAGE AT A GLANCE

New Vehicle Limited Warranty



Emission Control Warranty



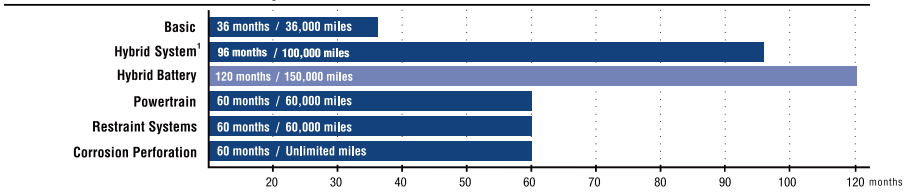
[1] Exception of the Hybrid Battery Warranty coverage of 10 years/150,000 miles, whichever occurs first.
[2] Specific components may have longer coverage under terms of the Powertrain Warranty.
[3] Also applies to Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Vermont, Virginia and Washington vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

SEMINOLE TOYOTA

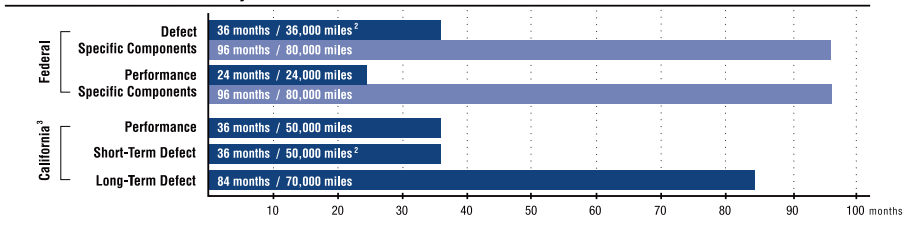
WWW.SEMINOLETOYOTA.COM

Name:	FLTVT, LLC dba Seminole Toyota
Address:	1160 Rinehart Rd Sanford, FL 32771
Contact:	Sam Bunte, 407-302-8863, sbunte@vtaig.com
Contract:	FSA25-VEL33.0
Item #:	FSA Item 188
Vehicle:	2026 Toyota Tacoma SR Double Cab 2WD (model 7186)
Price:	$33,420
Options:	
A/W Mats	$296
Retrax Cover	$1979
Silver	$0
Price each:	**$35,695 each**

New Vehicle Limited Warranty



Emission Control Warranty



[1] Exception of the Hybrid Battery Warranty coverage of 10 years/150,000 miles, whichever occurs first.
[2] Specific components may have longer coverage under terms of the Powertrain Warranty.
[3] Also applies to Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Vermont, Virginia and Washington vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

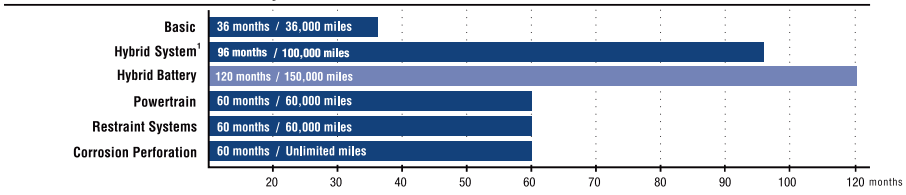
SEMINOLE TOYOTA

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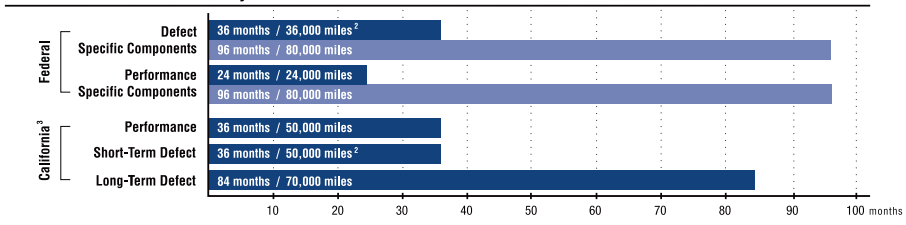
Name:	FLTVT, LLC dba Seminole Toyota
Address:	1160 Rinehart Rd
	Sanford, FL 32771
Contact:	Sam Bunte, 407-302-8863, sbunte@vtaig.com
Contract:	FSA25-VEL33.0
Item #:	FSA Item 56
Vehicle:	2026 Toyota Sienna LE FWD (model 5402)
Price:	$39,595
Options:	
A/W Mats	$424
Heavy Metal	$470
Price each:	**$40,489**

WARRANTY COVERAGE AT A GLANCE

New Vehicle Limited Warranty



Emission Control Warranty



[1] Exception of the Hybrid Battery Warranty coverage of 10 years/150,000 miles, whichever occurs first.
[2] Specific components may have longer coverage under terms of the Powertrain Warranty.
[3] Also applies to Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Vermont, Virginia and Washington vehicles equipped with a California Certified Emission Control System. Vehicles covered by this warranty are also covered by the Federal Emission Control Warranty.

WARRANTY

Melbourne City Council
January 13, 2026
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.15.c.

Subject:
Purchase of a replacement asphalt truck for the Streets & Stormwater Management Division.

Background/Consideration:
This purchase is for the replacement of asset #105214, a 2014 model year. This purchase will use the Florida Sheriffs Association contract FSA25-VEH23. This vehicle comes with a two-year/unlimited mileage basic truck warranty, a three-year/unlimited mileage engine and transmission warranty, and a one-year warranty on the asphalt service body. The estimated delivery is three to six months.

Contract/Solicitation:
This purchase utilizes the contract pricing from Florida Sheriffs Association contract number FSA25-VEH23. All quoted pricing is equal to the contract pricing. There is a total of $15,231.68 in unpublished options. This contract expires on September 30, 2026.

Fiscal/Budget Impact:
Funding is available in the Machinery & Equipment Replacement Fund, CME No. M2633

Requested Action:
Approval of the purchase of a replacement asphalt truck for the Streets & Stormwater Management Division, Cumberland International Trucks, Orlando, FL - total amount of $232,489.08.



FLORIDA SHERIFF'S ASSOCIATION Contract - BID FSA25-VEH23

Customer: City of Melbourne
Date of Quote: 11/7/2025

Specification:	61 **Region:** Central	**Quantity**	**Unit Cost**	**extended**
Base Price:	2026 International MV607 Patcher	1	$ 93,950.00	$ 93,950.00
Contract Options:				
1570	Tow hooks	1	$ 67.20	$ 67.20
1CAG	Frame rails 120k PSI	1	$ 681.60	$ 681.60
1WEJ	Wheelbase range	1	$ 279.20	$ 279.20
2ASC	12K Front axle	1	$ 296.80	$ 296.80
3ADC	12k Front Suspension	1	$ 147.20	$ 147.20
4EDP	Air Dryer	1	$ 508.80	$ 508.80
4XEZ	Air tank location	1	$ 262.40	$ 262.40
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type	1	$ 292.00	$ 292.00
5710	Steering column tilt and telescoping	1	$ 370.40	$ 370.40
6DGC	SPL170 Driveline	1	$ 489.60	$ 489.60
07BLW	Vertical exhaust	1	$ 1,702.40	$ 1,702.40
7SCP	Exhaust brake	1	$ 147.20	$ 147.20
8MSG	Battery sytem (3) 1980CCA	1	$ 82.40	$ 82.40
8RMH	Battery Disconect Switch	1	$ 140.80	$ 140.80
8RPS	AM/FM WB with blue tooth	1	$ 386.40	$ 386.40
8THB	Back up Alarm	1	$ 96.00	$ 96.00
8XDU	Battery box 14" wide	1	$ 368.80	$ 368.80
12EXV	Engine B6.7 260hp 660ft-lbs of torque	1	$ 2,589.60	$ 2,589.60
12THJ	Fan Drive Horton	1	$ 348.80	$ 348.80
13BDR	3500RDS Allison 6spd	1	$ 5,517.60	$ 5,517.60
14AKW	21k Rear axle with driver controlled locking diff	1	$ 737.60	$ 737.60
15SXJ	Fuel tank 24" 50 gal for back of cab clearance	1	$ 273.60	$ 273.60
16KZW	Drivers Air ride seat	1	$ 92.80	$ 92.80
16KAW	Two man Passenger seat	1	$ 524.80	$ 524.80
16SNS	Aero pedestal mirrors heated and power adjust	1	$ 279.20	$ 279.20
16SSB	Convex hood mirrors right and left	1	$ 174.40	$ 174.40
16WJU	Windows Power 2 doors	1	$ 293.60	$ 293.60
16VUY	TPMS	1	$ 796.80	$ 796.80
60AAG	Remote power module	1	$ 632.00	$ 632.00
07372135439	11R22.5 Load Range G Continental HSR3	2	$ 362.40	$ 724.80
7372135444	11R 22.5 Load range G Continental HDR2	4	$ 312.80	$ 1,251.20
Strobe	Strobe lights	1	$ 1,575.00	$ 1,575.00
Safety	Safety kit	1	$ 250.00	$ 250.00
BUC	Dealer installed back up camera	1	$ 2,020.00	$ 2,020.00

12/9/2025

Cumberland

Non-Contract Options:

TCM425-80	Pro-Patch asphalt patcher body	1	$ 114,138.08	$ 114,138.08
Total Purchase Order Amount:			$ 231,188.28	$ 232,489.08

Cab Color:	WHITE
Body Color:	Black

**included in base price

$232,489.08

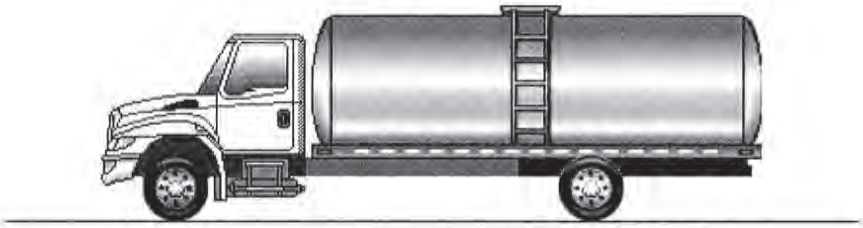
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Orlando FL 32810 -
(407)849-6440

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2026 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Tank, Other
MISSION:	Requested GVWR: 35000. Calc. GVWR: 33000. Calc. GCWR: 50000 Calc. Start / Grade Ability: 33.31% / 1.84% @ 55 MPH Calc. Geared Speed: 79.2 MPH
DIMENSION:	Wheelbase: 215.00, CA: 147.90, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 21060D} Single Reduction, 21,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends Gear Ratio: 6.17
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MV60700	Base Chassis, Model MV607 SBA with 215.00 Wheelbase, 147.90 CA, and 65.00 Axle to Frame.	5381/3069	8450
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1ANA	AXLE CONFIGURATION 4x2	0/0	0
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	218/390	608
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper	3/0	3
1LSG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black, Severe Duty	104/-13	91
1WEJ	WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)	251/-251	0
2ASC	AXLE, FRONT NON-DRIVING {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity	42/0	42
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	36/0	36
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EDP	AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve, Integrated PuraGuard Coalescing Filtration	18/-1	17
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake	0/39	39
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	18/0	18
4EYD	AIR DRYER SHIELD to Protect from Debris	2/0	2
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	0/0	0
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic	14/0	14
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic	0/16	16
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM	37/1	38
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side	0/0	0
4XDP	BRAKES, FRONT {Meritor 16.5X5 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 5", 14,700-lb Capacity	47/0	47
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle	0/0	0
4XEZ	AIR TANK LOCATION (2) Mounted Between the Rails, Back of Cab, One on Each Side, Parallel to Rails	0/0	0
5710	STEERING COLUMN Tilting and Telescoping	18/1	19
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PSA	STEERING GEAR {Sheppard M100} Power	26/-4	22
6DGC	DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2	6/32	38
7BEU	AFTERTREATMENT COVER Aluminum	9/2	11

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	144/34	178
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger	0/0	0
7WBA	TAIL PIPE (1) Turnback Type, Bright	6/3	9
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	16/8	24
7WCM	EXHAUST HEIGHT 8' 10"	16/8	24
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/ CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
8540	HORN, ELECTRIC (2) Trumpet Style	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/ Turn	2/0	2
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	32/21	53
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab	1/0	1
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	7/1	8
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8WBW	JUMP START STUD 12V, Remote Mounted	2/0	2
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XDU	BATTERY BOX Steel, with Aluminum Cover, 14" Wide, 2-3 Battery Capacity, Mounted Left Side Under Cab	12/12	24
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8XKC	HEADLIGHTS Halogen, with Daytime Running Lights, Automatic Twilight Controlled	0/0	0
8XKL	STARTING MOTOR {Mitsubishi Electric Automotive America 90P47} 12-Volt, with Soft-Start	0/0	0
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HCW	GRILLE Molded in Black	0/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	0
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0
9WBZ	BUG SCREEN Mounted Behind Grille and Bumper Grille	5/0	5
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
10WCY	SAFETY TRIANGLES	6/0	6
10XAN	FIRE EXTINGUISHER 5 lb Class A B C	9/1	10
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat	1/0	1
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0
12EXV	ENGINE, DIESEL {Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)	0/0	0
12THJ	FAN DRIVE {Horton Drivemaster} Automatic On/Off Type, with Normally Closed Temperature Control	41/-3	38
12VCE	AIR CLEANER Single Element, Fire Retardant Media	0/0	0
12VKM	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2026	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12XCC	RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	231/52	283
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14AKW	AXLE, REAR, SINGLE {Dana Spicer 21060D} Single Reduction, 21,000-lb Capacity, Driver Control Locking Differential, R Wheel Ends . Gear Ratio: 6.17	0/114	114
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/86	86
14WMN	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints	0/0	0
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
15SXJ	FUEL TANK Top Draw, Non-Polished Aluminum, 24" Dia, 50 US Gal (189L), Mounted Left Side, Under Cab	10/-1	9
15WCN	DEF TANK 5 US Gal (19L) Capacity, Frame Mounted Outside Left Rail, Under Cab	2/15	17
16030	CAB Conventional, Day Cab	0/0	0
16BAM	AIR CONDITIONER with Integral Heater and Defroster	56/0	56

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16KAW	SEAT, TWO-MAN PASSENGER {National} Vinyl, with Under Seat Storage Compartment	57/17	74
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust	-22/-6	-28
16SGH	GRAB HANDLE, EXTERIOR (2) Chrome, for Cab Entry, (1) Towel Bar Type, with Anti-Slip Rubber Inserts Mounted Left Side at B-Pillar, (1) Towel Bar Type Mounted Right Side on Vertical Exhaust	0/0	0
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
16SSB	MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Breakaway, Black	0/0	0
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
16VLK	CAB REAR SUSPENSION Air Suspension, for Mid Cab Height	42/0	42
16VUY	MONITOR, TIRE PRESSURE System Gives Warning that Tire Pressure is Below Set Pressure, Monitors Tire Pressure of Each Tire with Temperature Compensation, Data Displayed in the LCD of the Cluster, for 4x2 and 4x4 Axle Configurations, Does Not Include Lift Axles or Spare Wheels	10/1	11
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	8/0	8
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color, with Integral Clearance/Marker Lights	16/1	17
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DTU	WHEELS, FRONT {Accuride 29001} DISC; 22.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
28DTE	WHEELS, REAR {Maxion 10038} DUAL DISC; 22.5x7.50 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/16	16
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
7372135439	(2) TIRE, FRONT 11R22.5 Load Range G HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	74/0	74
7372135444	(4) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/168	168

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Services Section:		
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
	Total Component Weight:	**7044/3829 (lbs)**	**10873 (lbs)**
1	Pro patch	0/0	0
	Total Body Allied:	**0/0 (lbs)**	**0 (lbs)**
	FSA	0/0	0
	Total Goods Purchased:	**0/0**	**0**

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

Financial Summary
2026 MV607 SBA (MV607)

(US DOLLAR)

Description	Price
Net Sales Price:	$232,649.08

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Official Title and Date

Authorized Signature

Accepted by Purchaser:

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.

Standard Warranty	Base Vehicle Coverage: 24 months, unlimited miles, unlimited hours Chassis Coverage: Frame side rails: 84 months, unlimited miles Cab/Cowl Structure: 60 months, unlimited miles, unlimited hours Cab/Cowl Perforation Corrosion: 60 months, unlimited miles, unlimited hours Axle Coverage: 36 months, unlimited miles, unlimited hours Federal Emissions Coverage: 60 months or 100,000 miles (160,000 km)* * Whichever comes first

Regional Haul Series™ (RHS)

Regional Haul Series™ model should be selected for on-highway tractor-trailer applications commonly operated in a limited regional geographical area. (Automobile transporter, beverage delivery, food distribution)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/ Hours Limit	Parts	Labor
3414 RHS	Jan. 1, 2021	5 Years	750,000 Miles	100%	100%

Rugged Duty Series™ (RDS)

Rugged Duty Series™ models are primarily for use in the construction, services and refuse markets. Any on-highway truck that utilizes PTO operation, or any vehicle that operates in an on/off-highway application requires an RDS model. (Refuse Packer, Pick-up & Delivery and Beverage Utility and Other, Dump Trucks/Mixers)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/ Hours Limit	Parts	Labor
1000 RDS, 1000 RDS xFE™, 1350 RDS, 1350 RDS xFE™, 2100 RDS, 2100 RDS xFE™, 2200 RDS, 2200 RDS xFE™, 2300 RDS, 2350 RDS, 2350 RDS xFE™, 2500 RDS, 2500 RDS xFE™, 2550 RDS, 2550 RDS xFE™, 3000 RDS, 3500 RDS, 4000 RDS, 4500 RDS, 4700 RDS	Jan. 1, 2021	3 Years	Unlimited	100%	100%
1700 RDS*, 1750 RDS*, 2700 RDS*, 2750 RDS*	Jan. 1, 2021	5 Years	Unlimited	100%	100%
*TES 668™ or TES 295® fluid and genuine Allison filters are required for these vocations/models.					

PRO-PATCH

POTHOLE PATCHER

Year-round economical solution to asphalt street problems.
Units available in 4.25 cubic yards, 5 cubic yards or 6 cubic yards.
LP gas fired, Diesel fired and ALL Electric Truck mounted units
Trailer models are only available with LP gas fired systems.



H.D. INDUSTRIES, INC.

Pro-Patch Pot Hole Patcher

P.O
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WI

PUBLIC WORKS
EQUIPMENT AND SUPPLY, INC. 75766
MONROE, NC
CLAYTON, NC
KNOXVILLE, TN
(800) 222-6803
1-800-256-6126

PRO-PATCH
ASPHALT POTHOLE PATCHER
MODEL TCM 425-80, TCM 425-100 & TCM 425-160-DHE and HTE

The Pro-Patch Model TCM 425-80 is a truck mounted, unitized asphalt patching machine capable of making effective and permanent asphalt repairs under all weather conditions. Its unique design allows the machine to transport hot or cold asphalt pre-mix material and road oils at controlled heated temperatures. The unit's integral hydraulic system, driven by a power take-off, provides power to operate the machine's jack hammer, screw conveyor, oil pumps, asphalt agitator, and a variety of other hydraulic tools such as concrete and asphalt saws, tampers, water pumps, tree trimmers, etc.

The Pro-Patch machine is equipped with a hydraulically driven screw conveyor for dispensing asphalt pre-mix materials. This method eliminates dump beds, shoveling and wasting of materials. A hydraulically driven asphalt agitator shaft is built into the pre-mix hopper to break up asphalt bridging due to transporting and vibratory compaction.

The machine's hydraulic pavement breaker is more than efficient for cutting out potholes and asphalt failures. The hammer is also equipped with a tamper shoe for packing asphalt and base material.

The integral tack oil system is capable of working asphalt cut back road oils and emulsions. The hydraulically driven oil pump has forward and reverse capabilities. After spray sealing the repair area, simply reverse the pump to scavenge the spray wand and lines clean. A releasing agent tank is built into the unit to flush the system if necessary. This tank is also equipped with a pump and sprayer to clean asphalt tools and apply diesel or releasing agent in the asphalt pre-mix hopper.



TRAILER MODEL TM 425-100 DH



If moisture exists, a 200,000 BTU hand-held torch is supplied to dry the repair area.

During working hours, the Pro-Patch machine is heated by two each 150,000 BTU electronically-ignited propane burners. During non-working hours, a 230-volt built-in immersion heater provides the heat to store and maintain heated pre-mix asphalt materials.

The unit body is fully insulated with an industrial 2" high temperature insulation, and covered with a steel jacket. The insulating factor of this machine drastically reduces the use of heating fuel.

The LP gas burner and electric heating system is thermostatically controlled with a safety shut-off on the loss of flame or excessive temperatures.

H.D. Industries is licensed by the LP Gas division of the Railroad Commission of Texas. Our employees have been trained and tested according to State regulations, thus making the LP gas system offered on the Pro-Patch as safely designed as any household furnace.

In summation: the Pro-Patch provides all of the tools and materials necessary for a one or two man crew to make effective asphalt repairs, eliminating the use of air compressors,oil distributors, and dump trucks, which reduces the manpower equipment maintenance, and minimizes the amount of equipment used in high traffic areas.

The Pro-Patch, when properly utilized, will reduce the cost and increase the efficiency in street maintenance programs with 100% payback.

ASPHALT POTHOLE PATCHER
SPECIFICATIONS MODELS
TCM 425-80-DHE, TCM 425-100-DHE AND TCM 425-160-DHE

1. **GENERAL**
   The Pro-Patch is a unitized asphalt repair machine capable of making permanent asphalt repairs under most weather conditions.
2. **BODY DIMENSIONS**
   The body is 112" long, 50" high and 78" wide. It has Diamond Tread safety step side fenders with two ladders, body assist handles. Body has L.E.D. style stop, turn, emergency flashers and side marker lights. The body has a lockable tool storage compartment measuring 83" long, 22" deep and 10" high. MUD FLAPS INCLUDED.
3. **BODY INSULATION**
   The asphalt aggregate hopper and road oil tank are fully insulated with 2"high temperature 12R factor insulation encased in a double steel jacket. The top cover on the unit is an Optional double form fitted 2" insulated tarp with tie down brackets, capable of sustaining 500° F., OR Optional Hydraulic Operated Steel Top Doors.
4. **CAPACITY**
   The asphalt aggregate hopper holds 4.25 cubic yards level full or 6 tons maximum load.
5. **HEATING SYSTEMS**
   The body shall have a dry radiant heat chamber heated by 2 each 150,000 BTU retort tube propane burners with vertical exhaust stacks. Exhaust stacks have an automatic electronic dampner that opens when burners are fired and close when burners shut off to prevent heat loss. The burners are thermostat controlled and regulated at 10 PSI. The ignition system is 12 volt DC with electronic ignitor. Gas burner has a safety shut-off on loss of flame or excessive temperature. Automatic safety shut-off when diesel pump is operating. Burner has two stages, ignites on 10 oz. pressure, operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater. Thermostats will be 0/300° F. solid state.
6. **ELECTRONIC CONTROLS**
   All electronic controls will be solid state shock resistant. Thermostat for tack oil tank is 0/250° F. Thermostat for asphalt aggregate hopper is 0/300° F. Thermostat for the asphalt hopper has built in high limit safety shut down switch. Same thermostat controls the 12 volt LP Gas fired system and the 220 volt electric heating system.
7. **EMULSION OIL TANK CAPACITY AND HEATING SYSTEM**
   The tank capacity is 80 to 150 gallons, depending on model, and has a double steel jacket with 2" insulation. The tank is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil to approximately 150° F., using the truck engine coolant system as the heat source. The emulsion pump and all lines are in an insulated heated area. The tank has 220 volt thermostat controlled dry well electric heater and a hot well for storing the spray wand in cold weather. Tank has an 8" fill spout and a 2" gate valve on tank drain. For ease of maintenance or change out of heater, tank does not have to be drained.
8. **ELECTRIC HEATING SYSTEM**
   The asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, 62 kw, NEMA 4 immersion heater, thermostat controlled with 25' of cord with ground fault interrupt system. The heating system is capable of maintaining heated material up to 300° F. during non-working hours.
9. **FUEL OPTIONS**
   Optional 35 or 50 gallon frame mounted LP gas bottle with quick fill connector, 10 psi regulator and fuel sight gauge OR Optional 100 lb (25 gallon) removable propane bottle, complete with 10 PSI regulator.
10. **TEMPERATURE GAUGES**
    The unit has two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.
11. **HAND TORCH**
    For drying off repair site and cleaning hand tools, the unit has a 200,000 propane BTU hand torch with shut-off valve and 10' of hose with hose rack. Hand torch has mounting bracket for transport.
12. **LIQUID ASPHALT OIL PUMP**
    A hydraulically driven, 1 1/2" self priming, variable speed, reversible, rotary gear pump with relief valve. Operating at 20 GPM at 1200 RPM, 100 PSI. The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip. Air injection systems do not have this capability.
13. **DIESEL / RELEASING AGENT STORAGE TANK**
    An 18 gallon capacity tank, equipped with a 12 volt DC pump and a hand sprayer for cleaning tools and unit. There shall be a connector valve for flushing road oil pump and lines and a 1" drain. For easy hopper cleaning access and to spray hopper before loading, units with a work deck shall have an additional front mounted spray wand with 3 ft. of hose.

14. **PAVEMENT BREAKER**
We offer optional; Stanley BR45, 72, 67 and 87 Pavement Breakers, complete with quick couplers, asphalt cutter, tamper a detachable shank with lockable transporting bracket.

15. **LIQUID ASPHALT HAND SPRAYER**
A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve. Sprayer hose is 15' x 1/2" with a reversible pump a diesel flush system for cleaning pump and lines.

16. **HYDRAULIC PUMP**
The pump is gear type, variable speed at 12 GPM and has an operating pressure of 2000 PSI at 900 RPM.

17. **HYDRAULIC OIL RESERVOIR**
30 gallon capacity with sight and temperature gauge, ventilated fill cap, 100 micron sump strainer and a 5 micron return filler.

18. **HYDRAULIC OIL COOLER**
A Thermal Dynamic eight tube Hydraulic Oil Cooler. The fan cooler operates on 12 volt DC and is thermostat controlled.

19. **HYDRAULIC HOSE AND FITTINGS**
All hoses and crimped fittings have a minimum of 8000 PSI burst pressure.

20. **HYDRAULIC CONTROL VALVE**
Five spool, two way, variable flow with 2000 PSI relief valve. The valve controls hydraulic screw conveyor, hydraulic doors, asp agitator, liquid asphalt pump and tool circuit. The valve has an internal or external safety design that will protect the operator not allow the screw conveyor or asphalt agitator to operate when the doors are open. This system is designed to divert hydra oil pressure back to the tank. Electronic solenoids on hydraulic valve are not acceptable due to mechanical override feature and e of bypassing system. The valve is operated from the rear of machine by remote levers. To reduce maintenance problems the n directional control valve stack has no electric solenoids.

21. **SCREW CONVEYOR**
The 10' long by 6" diameter progressive screw conveyor with hard surfaced flights welded continuously on 2" scheduled 80 pip ball bearing mounted and conveyor driven by a 9200 in.lb. torque variable speed hydraulic motor with forward and rev capabilities. The delivery chute has 120° of pivot. All bearings can be greased through a feeder line mounted outside the unit fi ground level.

22. **ASPHALT AGITATOR**
The agitator shaft is built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction. scheduled 80 shaft has 12 spikes and is ball bearing mounted and driven by a 9200 in.lb. torque variable speed hydraulic motor forward and reverse. All bearings can be greased through a feeder line mounted outside the unit from ground level.

23. **P.T.O.**
The power take off unit is a Muncie or Chelsea Electric Over Air Shift or Hot Shift.

24. **ELECTRONIC THROTTLE CONTROL**
A two (2) or three (3) speed, depending on application, rear mounted remote switch allows operator more control over which sp and pressure each particular job requires. As a safety feature, the switch will not function unless the park brake is set on the veh

25. **COLOR**
Customer's option, standard color is Omaha Orange.



26. **SERVICE MANUALS AND TRAINING**
H.D. Industries, will furnish two (2) parts, service and operators manuals with a three (3) day training progra for each machine and delivery.

27. **WARRANTY**
H.D. Industries warrants the Pro-Patch Asphalt Pothol Patcher for a full twelve (12) months against defects in material and workmanship of the body and on all part and labor. Labor applies to U.S. only.

U.S. PATENT NO. 5988935

U.S. PATENT NO. 4944632

WEB SITE: WWW.PRO-PATCH.COM

H.D. Industries, Inc.

Pro-Patch Pothole Patcher

P.O. Box 8250 / Jacksonville, TX 75766 / (903) 586-6126 / www.pro-patch.com

TRUCK MOUNTED MODELS:

1. ***Pro-Patch*** Model TCM 300-40 DHE LP Gas .....
   3 Cubic Yard 4 Ton Capacity with 40 Gallon Emulsion Tank – Options Not Included

2. ***Pro-Patch*** Model TCM 425-80 DHE LP Gas .....
   4.25 Cubic Yard 6 Ton Capacity with 80 or 100 Gallon Emulsion Tank – Options Not Included

3. ***Pro-Patch*** Model TCM 500-100 DHE LP Gas .....
   5 Cubic Yard 7 Ton Capacity with 80 or 100 Gallon Emulsion Tank– Options Not Included

4. ***Pro-Patch*** Model TCM 600-100 DHE LP Gas .....
   6 Cubic Yard 10 Ton Capacity with 80 or 100 Gallon Emulsion Tank - Options Not Included

5. ***Pro-Patch*** Model TCM 600-100 DHED Diesel .....
   6 Cubic Yard 10 Ton Capacity with 80 or 100 Gallon Emulsion Tank – Options Not Included

6. ***Pro-Patch*** Model TCM 425-80 DHECNG Natural Gas .....
   4.25 Cubic Yards *6 Ton Capacity with 80 or 100 Gallon Emulsion Tank – Options Not Included*

7. ***Pro-Patch* Model TCM 300-40 DHED Diesel** .....
   3 Cubic Yards 4 Ton Capacity with 40 Gallon Emulsion Tank – Options Not Included

8. ***Pro-Patch*** Model TCM 425-80 DHED Diesel Burner .....
   4.25 cubic yards *6 Ton Capacity with 80 or 100 Gallon Emulsion Tank – Options Not Included*

9. ***Pro-Patch*** Model TCM 500-80 AEPHT All Electric w/on Board Generator .....
   5 Cubic Yard 7 Ton Capacity with 80 or 100 Gallon Emulsion Tank– Options Not Included

TRAILER MOUNTED MODELS:

1. ***Pro-Patch*** Model TM 300-40-DH with Electric Brakes, 10K Dual Axles
   3 Cubic Yard 4 Ton Capacity-Options Not Included
   With 23.5 HP Kohler Diesel Engine .....

2. ***Pro-Patch*** Model TM 425-80 DHE with Electric Breaks, 12K Dual Axles
   4.25 Cubic Yard 6 Ton Capacity-Options Not Included
   With 23.5 HP Kohler Diesel Engine .....

3. ***Pro-Patch*** Model TM 425-80-DHE with Air Brakes, 12K Dual Axles
   4.25 Cubic Yard 6 Ton Capacity-Options Not Included
   With 23.5 HP Kohler Diesel Engine .....

4 ***Pro-Patch*** Model TM 500-100-DHE with Air Brakes, 20K Dual Axles
   5 Cubic Yard 7 Ton Capacity-Options Not Included
   With 23.5 HP Kohler Diesel Engine .....

5. ***Pro-Patch*** Model TM 600-100-DHE with Air Brakes, 20K Dual Axles
   6 Cubic Yard 10 Ton Capacity-Options Not Included
   With 23.5 HP Kohler Diesel Engine .....

1. UNITS WITH HEAT TRANSFER OIL AND CIRCULATING HEATING SYSTEM 220 GAL.....

H.D. Industries, Inc.
Pro-Patch Pothole Patcher
P.O. Box 8250 / Jacksonville, TX 75766 / (903) 586-6126 / www.pro-patch.com

2. UNITS WITH DAY HEAT CHAMBER WITH 130 GAL HEAT TRANSFER OIL APHALT HOPPER HEATING SYSTEM

3. UNITS WITHOUT TACK OIL TANK.....
4. TRUCK MOUNTED UNITS WITH LP GAS BURNER IN ROAD OIL (EMULSION) TANK .....

Melbourne City Council
January 13, 2026
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.15.d.

Subject:
Purchase of 19 vehicles for various City Divisions.

Background/Consideration:
This purchase is for a total of 19 vehicles (17 replacements and two (2) new vehicles) for the following City departments/divisions:

- Parks — Replacement of three (3) trucks with utility bodies, asset #105129, 105130, and 103937. These trucks are 2012 and 2008 model years and are being replaced with similar units. One (1) 2005 pick-up truck with topper, asset #103149, is being replaced with a cargo van. The utility trucks' estimated delivery time is nine to twelve months and the cargo van has an estimated delivery time of six to nine months.
- Police — Replacement of asset #105337, one (1) 2016 model year cargo van, will be replaced with a similar unit with an estimated delivery time of six to nine months.
- Engineering — Replacement of two (2) compact pick-up trucks asset #105243 and 105245, both 2014 model years. These units will be replaced with similar units with an estimated delivery time of three to four months.
- Streets — Replacement of asset #105237, one (1) 2015 model year truck with utility body, will be replaced with a similar unit with an estimated delivery time of nine to twelve months.
- Harbor City Golf — New vehicle purchase of one (1) dump body truck for daily operational use with an estimated delivery time of nine to twelve months.
- Facilities — One (1) new cargo van for a maintenance worker position that was filled with an estimated delivery time of six to nine months.
- Meter Services — Replacement of three (3) compact pick-up trucks, asset #105517, 105404, and 105278, which are 2017, 2016, and 2015 model years respectively, will be replaced with similar hybrid units with an estimated delivery time of three to four months.
- Water Distribution — Replacement of asset #105452, one (1) 2016 model year dump body truck, will be replaced with a similar unit with an estimated delivery time of nine to twelve months.
- Wastewater Collection — Replacement of two (2) dump body trucks, asset #105298 and 105462, which are 2016 and 2017 model years. Also being replaced is one (1) 2017 model year truck with utility body, asset #105610, and one (1) cargo van, asset #105451, a 2016 model year. The dump body truck and truck with utility body have an estimated delivery time

of nine to twelve months and the cargo van has an estimated delivery time of six to nine months.
- Water Reclamation — Replacement of asset #105441, one (1) 2016 model year cargo van, will be replaced with a similar unit and has an estimated delivery time of six to nine months.

These vehicles will be purchased via Florida Sheriffs Association Contract Numbers FSA 25VEL-33 or FSA 25VEH-23 and each vehicle comes with a three-year/36,000-mile bumper-to-bumper warranty and a five-year/60,000-mile power-train warranty. Additionally, the hybrid models have an eight-year/100,000-mile hybrid component warranty.

Contract/Solicitation:
This purchase utilizes the contract pricing from Florida Sheriffs Association contract numbers FSA-25VEL-33 and FSA-25VEH-23. All quoted prices are equal to or less than the contract pricing. There is a total of $5,386 in dealer unpublished options. These contracts expire on September 30, 2026.

Fiscal/Budget Impact:
Funding is available in the following Machinery & Equipment Replacement Fund accounts:

- Parks CME No. M2627 - Replacement 1.5 Ton Truck w/Dump Body - $75,315
- Parks CME No. M2628 - Replacement 1.5 Ton Truck w/Dump Body - $75,315
- Parks CME No. M2629 - Replacement 1.5 Ton Truck w/Dump Body - $75,315
- Parks CME No. M2630 - Replacement 1 Ton Truck 4x2 - $54,141
- Police CME No. M2626 - Replacement CSI Cargo Van - $46,899
- Engineering CME No. M2616- Replacement 1/2 Ton 4x4 Truck - $35,597
- Engineering CME No. M2631- Replacement 1/2 Ton 4x4 Truck - $35,597
- Streets CME No. M2634 - Replacement 1.5 Ton 4x2 Crew Cab - $92,556
- Harbor City Golf CME No. M2641 - New Truck w/Dump Body - $87,041
- Facilities CME No. M2632 - New 1/2 Ton Cargo Van - $54,141
- Meter Services - Machinery & Equipment Account 61200536-564000 - $90,711
- Water Distribution - Machinery & Equipment Account 62000533-564000 - $91,084
- Wastewater Collection - Machinery & Equipment Account 63000535-564000 - $305,266
- Water Reclamation - Machinery & Equipment Account 63100535-564000 - $57,173

Requested Action:
Approval of the purchase of 19 vehicles for various City departments and divisions, Duval Ford, Jacksonville, FL - total amount of $1,176,151.

DUVAL | Ford
• Since 1916 •

105129-3150, 105130-2310, 103937

Prepared for:		**Contract Holder**	**10/22/2025**
City of Melbourne **Jim Price** james.price@mbfl.org **321-608-5413** PARKS		**Duval Ford** **Jared Davis** **(Work) 904-388-2144** **(Fax) 904-387-6816** **jared.davis@duvalmotor.com** **405 Lane Avenue North** **Jacksonville, FL 32258**	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	X3G CENTRAL	Item 24: Ford F450 4x2 Supercab Chassis 4x4 60" CA DRW X3G Central Zone	$ 49,107.00	$ 49,107.00
	1	SRW	Single Rear Wheel Chassis Option (F3E, X3E, W3E, F3F, X3F, W3F 60CA)	$ (200.00)	$ (200.00)
	1	Z1	Oxford White exterior	$ -	$ -
	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	$ -	$ -
	1	99N.44G	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision. Included in Base spec for F350/450 Chassis Cabs.	$ -	$ -
	1	18B SUPER	Platform Running Boards	$ 443.00	$ 443.00
	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier • Optional on XL, XLT, Includes trailer plug 6 or 7 way • Includes Tow Capacity matched hardware pack: Class IV Ball Mount, 2 5/16" Ball, Sleeve reducer, pin and clip • Recommend Locking Differential , Includes (52B) electric Brake controller	$ 1,985.00	$ 1,985.00
	1	76C	Exterior Backup Alarm, may be dealer installed	$ 174.00	$ 174.00
	1	86M	Dual Battery (Dual Battery – 68 AH/65 AGM; incl. with 6.7L Diesel; std on 7.3L Gas w/ 120V/400W Outlet (43C) or w/ Ambulance Pkg. (47A/47L))	$ 209.00	$ 209.00
	1	872	Rear View Camera and Prep Kit (includes camera, wiring bundle, and Vendor Installation)	$ 711.00	$ 711.00
				$ -	$ -
0	1	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
0	1	KSB 6	9' Knapheide 6108 SRW 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 14,096.00	$ 14,096.00
0	1	SBO 3	Masterlock 8'-9'	$ 789.00	$ 789.00
0	1	SBO 65	Spray Line Box Tops, Cargo Area, and service body tailgate for 9' service bodies	$ 1,496.00	$ 1,496.00

0	1	INV PS 2000	AIMS 2000 Watt Pure Sine Wave Inverter [PWRI200012120S] [Requires High Output Alternator & Aux Battery] Uses 1/0 AWG wire on 200amp fuse @20ft * 2000 Watts continuous / 4000 Watts peak, Pure Sine Wave Inverter converts 12V DC to 120V AC Power 60 Hz * Multiple safety features including AC output short circuit protection, Input over-voltage warning and shutdown, Input under-voltage warning and shutdown, Over temperature protection with indicator, and Overload protection. * This inverter has 2 GFCI AC outlets, USB Port, Optional remote (part # REMOTEHF) allows for easy on / off if the inverter is in a hard to reach location. High quality and very efficient. Efficiency 90%. * This unit also has dual intelligent cooling fans that will start running when the case temperature reaches 104° F. This is comparable to a standard residential outlet. It will power everything that can go into a 15 amp outlet and would include your heavy duty equipment.	$ 1,519.00	$ 1,519.00
0	1	INVSW	AIMS Power Remote On/Off Switch [REMOTEHF] Features: 1. 30 feet of cable; Easily extendable with standard RJ-9 cable 2. Dip Switch for controlling LED indicator lights	$ 98.00	$ 98.00
0	1	C POWER	Constant Power to the inverter, selection of this option main drain battery over extended run times	$ 18.00	$ 18.00
0	1	LOC SBP	Inverter mounted inside service body compartment, passenger side. Requires higher gauge wire >20ft	$ 540.00	$ 540.00
0	1	LED PKG 12	Whelen Edge 59" Light Bar with Take Down and Alley Lights, 2-Hideaway Grille Lights, 2-Flashing Tail Lights, with 6 Switch Controller (9SX2****, CCP9)- Single Color- Dual Available, AMBER/WHITE ALTERNATING	$ 3,015.00	$ 3,015.00
0	1	TINTA	Tint All Windows 4 Door Including Windshield Strip	$ 385.00	$ 385.00
0	1	WT 250 EC4	Weather Tech Laser Cut mats FRONT AND REAR (4410511v, 446975)	$ 305.00	$ 305.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 75,315.00
TOTAL QUANTITY		3		*TOTAL PURCHASE*	$ 225,945.00

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

SE CHAS 1	**MECHANICAL** •Brakes – Four-wheel Disc Brakes; Anti-lock Brake System (ABS) •Electronic-Shift-On-the-Fly (ESOF) (4x4 only) •Engine — 7.3L 2V DEVCT NA PFI V8 Gas Standard •Operator Commanded Regeneration (OCR) (6.7L Diesel only) •Transmission – Ten-Speed Automatic Transmission and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) •Transmission Power Take-Off Provision
SE CHAS 2	**EXTERIOR** •Bumper – front, black painted •Daytime Running Lamps •Fender vents – front •Fuel Tank— 40 gallon aft axle •Glass – solar-tinted •Grille – black painted •Scuff plates – front, color-coordinated •Splash Guards/Mud Flaps – Front (F-450/550/F-600 only) •"Three Blink" Lane change signal •Tow hooks – front (2) •Trailer wiring – 7 wire harness w/relays, blunt cut & labeled •Wheels — F-350 SRW – 18” Argent Painted Steel wheel w/Painted Hub Cover/Center Ornaments — F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments notincluded) — F-450, F-550 & F-600 – 19.5" Argent Painted Steel — Manual Locking Hub (4x4) •Windshield Wipers – intermittent
SE CHAS 3	**INTERIOR/COMFORT** •4.2” LCD Productivity Screen: Incl menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications •12V Powerpoint, auxiliary •Air conditioning – single-zone, manual •Air conditioning vents – black w/chrome ring and knob •Cabin Air Particulate Filter •Door-trim – armrest/grab handle and reflector •Floor covering – black, full length vinyl •Mirror – rearview 11.5" day/night •Outside Temperature Display •Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay •Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver’s side) •Steering – power •Steering wheel – black urethane with tilt and telescoping steering wheel/column; incl three (3) button message control •Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead •Upfitter switches – 6 located in Overhead Console •Window – Rear, fixed
SE CHAS 4	**SAFETY/SECURITY** •AdvanceTrac® with RSC® (Roll Stability Control™) •Autolock, Auto unlock •Belt-Minder® (front safety belt reminder) •Driver and passenger frontal airbag; passenger side deactivation switch •Headlamps – Quad beam jewel effect halogen •Individual Tire Pressure Monitoring System (TPMS) •Lamps – Roof marker/clearance – LED •Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals •Remote keyless entry •Safety Belts – w/height adjustment (front-outboard seating positions only) •Safety Canopy® System (incl. side-curtain airbags) •Stationary Elevated Idle Control (SEIC) •SecuriLock® Passive Anti-Theft System (PATS) •SOS Post-Crash Alert System™ •Ford Security Package (1-year included with activation)

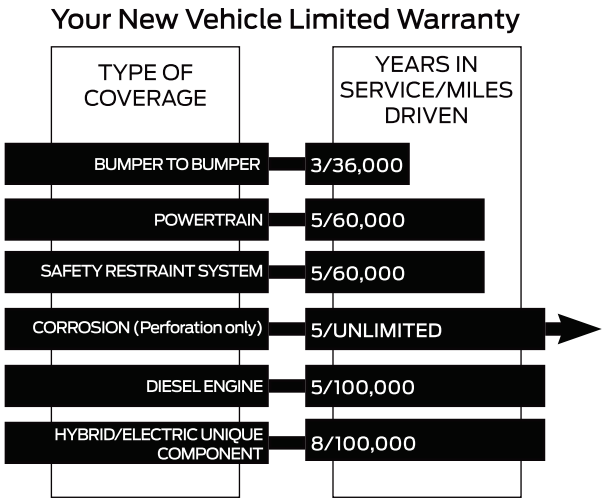
SE CHAS 5	**FORD CO-PILOT360® TECHNOLOGY** **•Pre-Collision Assist® with Automatic Emergency Braking (AEB)** **— Forward Collision Warning**
SE CHAS 6	**FUNCTIONAL** **•Alternators:** **— 7.3L 2 Valve Gas – 190 AMP** **— 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 250 AMP** **•Audible Lane Departure Warning** **•Audio – AM/FM stereo /MP3 Player** **•AutoLamp – Auto On/Off Headlamps** **•Cruise Control** **•5G Modem** **•Ford Connectivity Package (1-year incl, requires retail modem authorization and credit card authorization for auto renewal)** **•FordPass® app** **— Remotely start, lock and unlock vehicle** **— Schedule specific times to remotely start vehicle** **— Locate parked vehicle** **— Check vehicle health status** **Activate available Connected Services Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet**

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

DUVAL | Ford
• Since 1916 •

103149-3570

Prepared for:

City of Melbourne
Jim Price
james.price@mbfl.org
321-608-5413

PARKS

Contract Holder **REV: 10/28/2025**

Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	E1C CENTRAL	Item 53 Transit T-150 Medium Roof Cargo Van RWD E1C Central Zone	$ 44,639.00	$ 44,639.00
	1	YZ	Oxford White	$ -	$ -
	1	VK	Vinyl Seating	$ -	$ -
	1	998	3.5L PFDi V6. Note: Includes port injection and E-85 Flex-Fuel Capable capability	$ -	$ -
	1	15F	Full Rear Compartment Lighting. Includes cargo area LED lights at C-pillar, D-pillar and mid-ship (EL-WB only). Rear Compartment LED Switch is only included on Cargo Van.	$ 75.00	$ 75.00
	1	17A	Fixed Rear Cargo Door Glass. Includes Rear- window Defroster. NOTE: For Mid/High roof cargo variants, (92E) Privacy Glass is included with (17A) Rear Glass. Solar tinted glass (non-privacy) remains standard on Low Roof Variants.	$ 249.00	$ 249.00
	1	43B	Back Up Alarm. Note: The back up alarm has 102 dB(A) warning capability. May be dealer installed	$ 189.00	$ 189.00
	1	60B 148	Heavy-Duty Load Floor and Scuff Plate Protection Pacakge. Includes ½ inch thick composite polyethylene anti-slip surface and Heavy-Duty Scuff Plate Kit (85B). Not available with Vinyl, Front and Rear (16E) – Cargo Van only or Front/Rear Aux A/C and Heater (Driver controlled) (57G). Refer to the Legend® Interior Options page for more details.	$ 1,124.00	$ 1,124.00
	1	66D	Front Overhead Shelf. Not available on Low Roof Cargo or Passenger Van.	$ 75.00	$ 75.00
	1	68J	Extended Length Passenger Running Board	$ 652.00	$ 652.00
	1	87E	Auxiliary Fuse Panel with High Spec Interface Connector. Includes Dual AGM Batteries (63E) and Modified Vehicle Wiring System (53K) Included with Seat Pack 34 (21J). *Note: Requires Rear Seat Delete (96K) on 301A & 302A	$ 383.00	$ 383.00
0	1	INV PS 2000	AIMS 2000 Watt Pure Sine Wave Inverter [PWRI200012120S] [Requires High Output Alternator & Aux Battery] Uses 1/0 AWG wire on 200amp fuse @20ft * 2000 Watts continuous / 4000 Watts peak, Pure Sine Wave Inverter converts 12V DC to 120V AC Power 60 Hz * Multiple safety features including AC output short circuit protection, Input over-voltage warning and shutdown, Input under-voltage warning and shutdown, Over temperature protection with indicator, and Overload protection. * This inverter has 2 GFCI AC outlets, USB Port, Optional remote (part # REMOTEHF) allows for easy on / off if the inverter is in a hard to reach location. High quality and very efficient. Efficiency 90%. * This unit also has dual intelligent cooling fans that will start running when the case temperature reaches 104° F. This is comparable to a standard residential outlet. It will power everything that can go into a 15 amp outlet and would include your heavy duty equipment.	$ 1,519.00	$ 1,519.00

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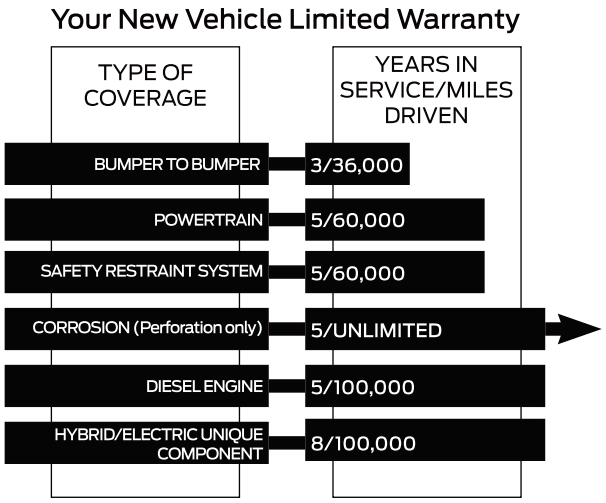
0	1	INVSW	AIMS Power Remote On/Off Switch [REMOTEHF] Features: 1. 30 feet of cable; Easily extendable with standard RJ-9 cable 2. Dip Switch for controlling LED indicator lights	$ 98.00	$ 98.00
0	1	IG POWER	Ignition Controlled power to the inverter. The inverter powers off when vehicle is turned off.	$ 50.00	$ 50.00
0	1	LOC PTN CAB	Inverter mounted to vehicle partition, cab side, outlets facing driver	$ 68.00	$ 68.00
0	1	TINTA	Dealer installed Window Tint Llumar Film with Window Strip, includes warranty on product	$ 336.00	$ 336.00
0	1	FFGTLM	FFG-TLM: QUICK PACKAGE GO - TRANSIT 148" WB MID ROOF 48524: Shelf Unit - 52" W x 60" H x 14" D (3) 40660: Partition - Perforated - Transit Mid/High Roof, Sprinter High Roof (1) 40669TM: Partition Wing Kit - Transit Mid Roof - For use with 4066X partitions (1)	$ 4,684.00	$ 4,684.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 54,141.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 54,141.00

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

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Prepared for:		Contract Holder	10/22/2025
City of Melbourne		Duval Ford	
Jim Price		Jared Davis	
james.price@mbfl.org		(Work) 904-388-2144	
321-608-5413		(Fax) 904-387-6816	
		jared.davis@duvalmotor.com	
CSI		405 Lane Avenue North	
		Jacksonville, FL 32258	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

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Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	E1C CENTRAL	Item 53 Transit T-150 Medium Roof Cargo Van RWD E1C Central Zone	$ 44,639.00	$ 44,639.00
	1	YZ	Oxford White	$ -	$ -
	1	VK	Vinyl Seating	$ -	$ -
	1	998	3.5L PFDi V6. Note: Includes port injection and E-85 Flex-FuelCapable capability	$ -	$ -
	1	15F	Full Rear Compartment Lighting. Includes cargo area LED lights at C-pillar, D-pillar and mid-ship (EL-WB only). Rear Compartment LED Switch is only included on Cargo Van.	$ 75.00	$ 75.00
	1	17A	Fixed Rear Cargo Door Glass. Includes Rear- window Defroster. NOTE: For Mid/High roof cargo variants, (92E) Privacy Glass is included with (17A) Rear Glass. Solar tinted glass (non-privacy) remains standard on Low Roof Variants.	$ 249.00	$ 249.00
	1	43B	Back Up Alarm. Note: The back up alarm has 102 dB(A) warning capability. May be dealer installed	$ 189.00	$ 189.00
	1	66D	Front Overhead Shelf. Not available on Low Roof Cargo or Passenger Van.	$ 75.00	$ 75.00
	1	68J	Extended Length Passenger Running Board	$ 652.00	$ 652.00
	1	86F	Keys: 2 additional (4 total) with key fobs.	$ 75.00	$ 75.00
	1	87E	Auxiliary Fuse Panel with High Spec Interface Connector. Includes Dual AGM Batteries (63E) and Modified Vehicle Wiring System (53K) Included with Seat Pack 34 (21J). *Note: Requires Rear Seat Delete (96K) on 301A & 302A	$ 383.00	$ 383.00
0	1	MR MRO 10	Window Guards, Med.: 4076T: Rear Doors - 2015+ Transit Mid/High Roof	$ 218.00	$ 218.00
1	1	NSO: PP	Non-scheduled option: Ford Perimeter Plus Vehicle Security System	$ 254.00	$ 344.00
			Have peace of mind that your vehicle is safe and secure with a vehicle alarm system from Ford Perimeter Plus. Its anti-theft system allows you to arm and disarm easily, with your key fob. Use your factory key fobs to arm and disarm, helps provide contents protection too When there's sufficient impact to the glass or a body panel, the 2-stage shock sensor determines whether to issue a warning chirp or full alarm		
1		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 46,899.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 46,899.00

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

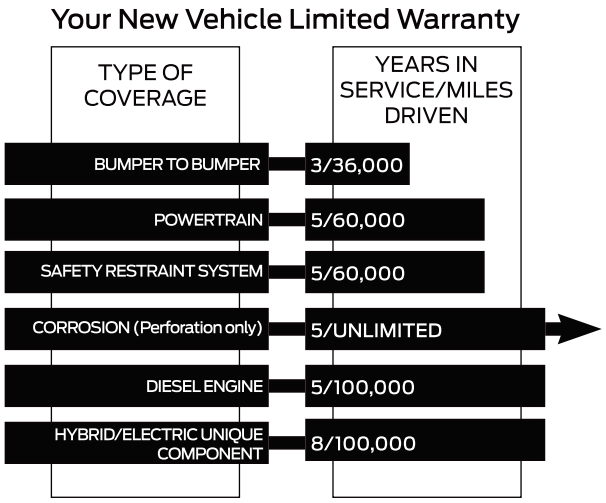
SE 1	**CARGO VAN EXTERIOR** **Body Side Moldings – Carbon Black** **Front License Plate Bracket** **BUMPERS** **Front Bumper – Carbon Black, Body Colored with Lower Valence** **Rear Bumper – Carbon Black, without Integral Step. For Chassis Cab and Cutaway variants, rear bumper DELETE is standard.** **DOORS-REAR** **50/50 Hinged Rear Door. 180-degree opening is standard on all low/medium- roof cargo vans and all passenger vans. 253-degree Opening is standard on all high roof cargo vans and OPTIONAL on all low/medium-roof variants and High-Roof Passenger Vans with 148" wheelbase**
SE 2	**DOORS-SIDE** **Sliding Passenger-side Door** **Exterior Lighting – Front** **Halogen Headlamps with Autolamp (on Gas Variants only)** **Black High-Intensity Discharge (HID) Headlamps . Standard on E-Transit** **Headlamp Courtesy Delay** **Note: The headlamps stay on for a set period of time after the owner turns off the ignition.** **Roof and Side Marker Lamps (Included on all 10,000lb+ GVW variants) Included on DRW Cargo Van, Passenger Van XL and Passenger Van XLT)** **EXT LIGHTING-REAR** **Center High Mount Stop Lamp (CHMSL)** **Taillamps** **FUEL** **Auxiliary Fuel Port. Not available with E-Transit** **Fuel Tank – Capless Fuel Fill, 25 U.S. gallons (midship)**
SE 3	**GRILLE** **Honeycomb Mesh Grille with Carbon Black Surround** **Three Bar Grille with Dynamic Blue Center Bars and Chrome Surround. Standard on E-Transit.** **EXTERIOR MIRRORS** **Short-Arm, Power Adjusting, Manual-Folding** **TIRES – SINGLE REAR WHEEL (SRW)** **235/65R16C 121/119 R BSW all-season** **TIRES – DUAL REAR WHEEL (DRW)** **205/75R16C 113/111 BSW all-season (AWD, 11,000lb GVWR or RWD with Heavy-Duty Front Axle configurations only)**
SE 4	**TOWING** **Rear Recovery Tow Hook** **WHEELS – SRW** **16" Silver Steel Wheel with Black Hubcap (Standard Front Axle configurations only)** **16" Steel Wheel with Full Size Silver Wheel Cover (E-Transit only)** **16" Silver Steel Wheel. Includes Silver Hubcaps with Exposed Lug Nuts (Heavy-Duty Front Axle configurations only)** **WHEELS – DRW** **16" Heavy-Duty Silver Steel Wheel. Includes Silver Hubcaps with Exposed Lug Nuts Note: The center ornament only comes on the front wheels, and not on the rear wheels.** **Wheels-Spare Tire** ***Tire Inflator and Sealant Kit in lieu of spare tire** **Note: Not Available with DRW. Includes 12-Volt PowerPoint in D-Pillar** **WINDOWS/GLASS** **No Cargo Area Windows** **High-Strength Laminated Glass (Sliding Doors only)** **Front Solar Tinted Glass**

QUICK REFERENCE: WARRANTY COVERAGE

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For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

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City of Melbourne

Prepared for:		**Contract Holder**	**10/13/2025**
City of Melbourne		**Duval Ford**	
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james.price@mlbfl.org		**(Work) 904-388-2144**	
321-608-5413		**(Fax) 904-387-6816**	
		jared.davis@duvalmotor.com	
ENGINEERING		**405 Lane Avenue North**	
		Jacksonville, FL 32258	

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Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	R4P CENTRAL	Item 220: Ford Ranger Supercrew 4x4 [R4P] 128" wb, XL Package includes Power Windows, Locks, Cruise, Keyless	$ 33,407.00	$ 33,407.00
	1	YZ	Oxford White exterior	$ -	$ -
	1	BH	Ebony cloth interior	$ -	$ -
	1	99H.44T	2.3L EcoBoost/10-spd auto	$ -	$ -
	1	18D	Running Boards – Black	$ 746.00	$ 746.00
	1	55J	120V/400W In-Cab and In-Bed Power Outlets and LED Bed Lighting	$ 224.00	$ 224.00
	1	86S	Bedliner – TOFF Bed® Spray-in (NA w/ Bedliner – Modular Drop-in (86Q)), Dealer Installed	$ 493.00	$ 493.00
0	1	TINT 2	Tint All Windows 4 Door Including Windshield Strip	$ 392.00	$ 392.00
0	1	WTECH4	Weather Tech Laser Cut Floor Liners Crew Cab- 4 Piece (4415181v, 4418182)	$ 335.00	$ 335.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 35,597.00
TOTAL QUANTITY		2		***TOTAL PURCHASE***	$ 71,194.00

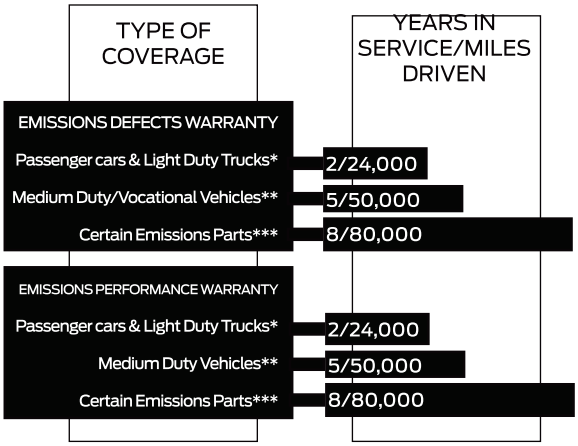
5. Federal requirements for emissions warranties

QUICK REFERENCE: EMISSIONS WARRANTY COVERAGE

This chart shows your warranty coverage under two emissions warranties that Ford Motor Company provides, in compliance with Federal requirements. The warranties are:

- Emissions Defects Warranty
- Emissions Performance Warranty

Emissions Warranties for Your Vehicle



* Applies to certain vehicles up through 10,000 pounds gross vehicle weight rating (GVWR)
** Medium Duty/Heavy Duty Vehicles may apply to certain trucks over 8,500 pounds GVWR up through 19,500 pounds GVWR. Vocational Vehicles may apply to certain trucks over 8,500 pounds GVWR and less than 19,500 pounds GVWR.
*** Applies to certain vehicles up through 14,000 pounds gross vehicle weight rating (GVWR).
Note: Vocational vehicle tires covered for 2/24,000 for defects that affect compliance with greenhouse gas requirements.

For full details on emissions control coverage, see:

→ **Emissions Defect Warranty** (pages 25-27)
→ **Emissions Performance Warranty** (pages 27-28)
→ **What is Covered?** (pages 29-31)
→ **What is Not Covered?** (page 31)

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Prepared for:

City of Melbourne
Jim Price
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321-608-5413

STREETS

Contract Holder **REV: 11/19/2025**

Duval Ford
Jared Davis
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jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

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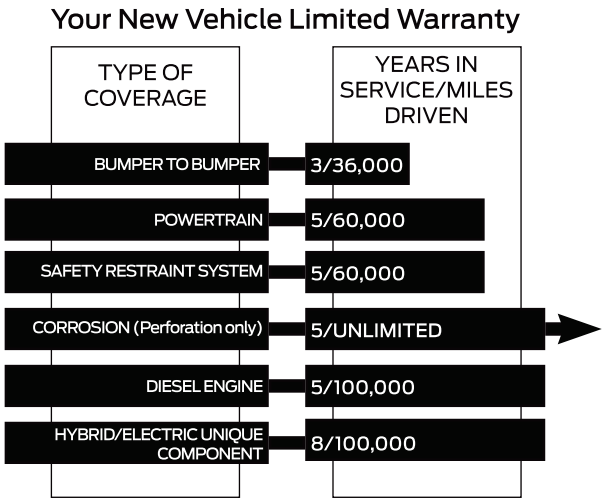
Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	W5G CENTRAL	Item 24: Ford F550 4x2 Crew Chassis Cab 60" CA DRW W5G Central Zone	$ 64,225.00	$ 64,225.00
	1	Z1	Oxford White exterior	$ -	$ -
	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	$ -	$ -
	1	GAS	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision (Not available w/ [X4G] or [X5G] and 84CA.	$ (5,000.00)	$ (5,000.00)
	1	18B CREW	Platform Running Boards	$ 443.00	$ 443.00
	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier • Optional on XL, XLT, Includes trailer plug 6 or 7 way • Includes Tow Capacity matched hardware pack: Class IV Ball Mount, 2 5/16" Ball, Sleeve reducer, pin and clip • Recommend Locking Differential , Includes (52B) electric Brake controller	$ 1,985.00	$ 1,985.00
	1	76C	Exterior Backup Alarm, may be dealer installed	$ 174.00	$ 174.00
	1	86M	Dual Battery (Dual Battery – 68 AH/65 AGM; incl. with 6.7L Diesel; std on 7.3L Gas w/ 120V/400W Outlet (43C) or w/ Ambulance Pkg. (47A/47L))	$ 209.00	$ 209.00
	1	872	Rear View Camera and Prep Kit (includes camera, wiring bundle, and Vendor Installation)	$ 711.00	$ 711.00
				$ -	$ -
0	1	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
0	1	KSB 10	9' Knapheide 6108D54 DRW 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 15,671.00	$ 15,671.00
0	1	SBO 3	Masterlock 8'-9'	$ 789.00	$ 789.00
0	1	SBO 65	Spray Line Box Tops, Cargo Area, and service body tailgate for 9' service bodies	$ 1,496.00	$ 1,496.00
0	1	INV PS 1500	AIMS 1500 Watt Pure Sine Wave Inverter [PWRI150012120S]	$ 1,389.00	$ 1,389.00
0	1	INVSW	AIMS Power Remote On/Off Switch [REMOTEHF]	$ 98.00	$ 98.00
0	1	IG POWER	Ignition Controlled power to the inverter. The inverter powers off when vehicle is turned off.	$ 50.00	$ 50.00
0	1	LOC SBP	Inverter mounted inside service body compartment, passenger side. Requires higher gauge wire >20ft	$ 540.00	$ 540.00
2	2	TLIMF	Whelen Thin MCRNS in front grille AMBER/WHITE		$ 180.00
2	2	TLI2F	Whelen Thin IONs (2) on rear of service body, AMBER/WHITE	$ 160.00	$ 500.00
4	4	TLI2F	Whelen Thin IONs above each wheel well, AMBER/WHITE	$ 160.00	$ 1,000.00
5	1	NSO: WANCO	Non-scheduled option: Wanco WFP180B6-LSAC: 180-degree power tilt Wanco Arrow board installed at rear of cab, on top of utility body w/ control in cab	$ 6,335.00	$ 6,785.00
0	1	TINTA	Tint All Windows 4 Door Including Windshield Strip	$ 385.00	$ 385.00
0	1	WT 250 CC4	Weather Tech Laser cut floor mats FRONT AND REAR (4410511V, 4410124V)	$ 301.00	$ 301.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 92,556.00
TOTAL QUANTITY		1		***TOTAL PURCHASE***	$ 92,556.00

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

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For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

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NEW VEHICLE

Prepared for:		Contract Holder	10/22/2025
City of Melbourne Jim Price james.price@mbfl.org 321-608-5413 HARBOR		Duval Ford Jared Davis (Work) 904-388-2144 (Fax) 904-387-6816 jared.davis@duvalmotor.com 405 Lane Avenue North Jacksonville, FL 32258	

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Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	F5H CENTRAL	Item 38: Ford F550 4x4 Regular Cab Chassis 60" CA DRW F5H Central Zone	$ 63,738.00	$ 63,738.00
	1	Z1	Oxford White exterior	$ -	$ -
	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	$ -	$ -
	1	GAS	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision (Not available w/ [X4G] or [X5G] and 84CA.	$ (5,000.00)	$ (5,000.00)
	1	TGK	225/70Rx19.5G BSW Traction, 4X4 (includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH; Opt on 450/550)	$ 214.00	$ 214.00
	1	18B	Platform Running Boards	$ 318.00	$ 318.00
	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier • Optional on XL, XLT, Includes trailer plug 6 or 7 way • Includes Tow Capacity matched hardware pack: Class IV Ball Mount, 2 5/16" Ball, Sleeve reducer, pin and clip • Recommend Locking Differential , Includes (52B) electric Brake controller	$ 1,985.00	$ 1,985.00
	1	67B	410 Amp Dual Alternators (250 + 160; Gas req 86M & 43C or EV packages; Diesel req 41A	$ 114.00	$ 114.00
	1	86M	Dual Battery (Dual Battery – 68 AH/65 AGM; incl. with 6.7L Diesel; std on 7.3L Gas w/ 120V/400W Outlet (43C) or w/ Ambulance Pkg. (47A/47L))	$ 209.00	$ 209.00
	1	872	Rear View Camera and Prep Kit (includes camera, wiring bundle, and Vendor Installation)	$ 711.00	$ 711.00
				$ -	$ -
0	1	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
0	1	DB 1	Standard Dump Bodies. Godwin 9' 2 Yd- 13" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 20,585.00	$ 20,585.00
0	1	DBO 1	Dump Body Options: Fold Down Sides Standard Dump & Contractor 14" Sides	$ 1,219.00	$ 1,219.00
0	2	DBO 9	Dump Body Options: 30" Aluminum Underbody Box	$ 909.00	$ 1,818.00
0	1	TINT2	Window Tint On Front 2 Windows Including Windshield Strip	$ 315.00	$ 315.00
0	1	WT 250 RC2	Weather Tech Laser Cut floor mats (4410541v)	$ 190.00	$ 190.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 87,041.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 87,041.00

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

SE CHAS 1	**MECHANICAL** •Brakes – Four-wheel Disc Brakes; Anti-lock Brake System (ABS) •Electronic-Shift-On-the-Fly (ESOF) (4x4 only) •Engine — 7.3L 2V DEVCT NA PFI V8 Gas Standard •Operator Commanded Regeneration (OCR) (6.7L Diesel only) •Transmission – Ten-Speed Automatic Transmission and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) •Transmission Power Take-Off Provision
SE CHAS 2	**EXTERIOR** •Bumper – front, black painted •Daytime Running Lamps •Fender vents – front •Fuel Tank— 40 gallon aft axle •Glass – solar-tinted •Grille – black painted •Scuff plates – front, color-coordinated •Splash Guards/Mud Flaps – Front (F-450/550/F-600 only) •"Three Blink" Lane change signal •Tow hooks – front (2) •Trailer wiring – 7 wire harness w/relays, blunt cut & labeled •Wheels — F-350 SRW – 18” Argent Painted Steel wheel w/Painted Hub Cover/Center Ornaments — F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments notincluded) — F-450, F-550 & F-600 – 19.5" Argent Painted Steel — Manual Locking Hub (4x4) •Windshield Wipers – intermittent
SE CHAS 3	**INTERIOR/COMFORT** •4.2” LCD Productivity Screen: Incl menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications •12V Powerpoint, auxiliary •Air conditioning – single-zone, manual •Air conditioning vents – black w/chrome ring and knob •Cabin Air Particulate Filter •Door-trim – armrest/grab handle and reflector •Floor covering – black, full length vinyl •Mirror – rearview 11.5" day/night •Outside Temperature Display •Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay •Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver’s side) •Steering – power •Steering wheel – black urethane with tilt and telescoping steering wheel/column; incl three (3) button message control •Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead •Upfitter switches – 6 located in Overhead Console •Window – Rear, fixed
SE CHAS 4	**SAFETY/SECURITY** •AdvanceTrac® with RSC® (Roll Stability Control™) •Autolock, Auto unlock •Belt-Minder® (front safety belt reminder) •Driver and passenger frontal airbag; passenger side deactivation switch •Headlamps – Quad beam jewel effect halogen •Individual Tire Pressure Monitoring System (TPMS) •Lamps – Roof marker/clearance – LED •Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals •Remote keyless entry •Safety Belts – w/height adjustment (front-outboard seating positions only) •Safety Canopy® System (incl. side-curtain airbags) •Stationary Elevated Idle Control (SEIC) •SecuriLock® Passive Anti-Theft System (PATS) •SOS Post-Crash Alert System™ •Ford Security Package (1-year included with activation)

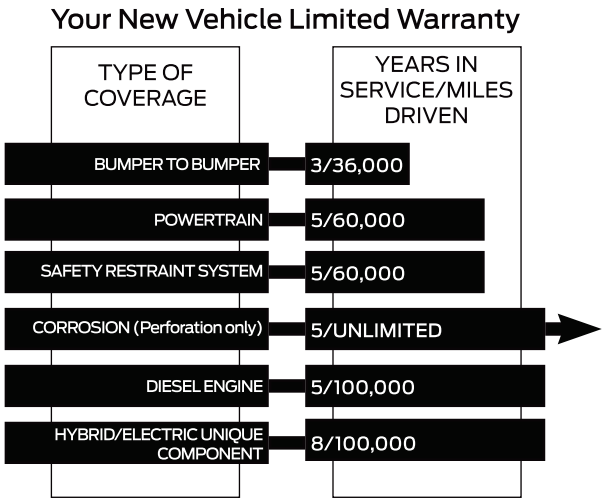
SE CHAS 5	**FORD CO-PILOT360® TECHNOLOGY** **•Pre-Collision Assist® with Automatic Emergency Braking (AEB)** **— Forward Collision Warning**
SE CHAS 6	**FUNCTIONAL** **•Alternators:** **— 7.3L 2 Valve Gas – 190 AMP** **— 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 250 AMP** **•Audible Lane Departure Warning** **•Audio – AM/FM stereo /MP3 Player** **•AutoLamp – Auto On/Off Headlamps** **•Cruise Control** **•5G Modem** **•Ford Connectivity Package (1-year incl, requires retail modem authorization and credit card authorization for auto renewal)** **•FordPass® app** **— Remotely start, lock and unlock vehicle** **— Schedule specific times to remotely start vehicle** **— Locate parked vehicle** **— Check vehicle health status** **Activate available Connected Services. Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet**

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

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NEW VEHICLE

Prepared for:		Contract Holder	REV: 10/28/2025
City of Melbourne		Duval Ford	
Jim Price		Jared Davis	
james.price@mbfl.org		(Work) 904-388-2144	
321-608-5413		(Fax) 904-387-6816	
		jared.davis@duvalmotor.com	
FACILITIES		405 Lane Avenue North	
		Jacksonville, FL 32258	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	E1C CENTRAL	Item 53 Transit T-150 Medium Roof Cargo Van RWD E1C Central Zone	$ 44,639.00	$ 44,639.00
	1	YZ	Oxford White	$ -	$ -
	1	VK	Vinyl Seating	$ -	$ -
	1	998	3.5L PFDi V6. Note: Includes port injection and E-85 Flex-Fuel Capable capability	$ -	$ -
	1	15F	Full Rear Compartment Lighting. Includes cargo area LED lights at C-pillar, D-pillar and mid-ship (EL-WB only). Rear Compartment LED Switch is only included on Cargo Van.	$ 75.00	$ 75.00
	1	17A	Fixed Rear Cargo Door Glass. Includes Rear- window Defroster. NOTE: For Mid/High roof cargo variants, (92E) Privacy Glass is included with (17A) Rear Glass. Solar tinted glass (non-privacy) remains standard on Low Roof Variants.	$ 249.00	$ 249.00
	1	43B	Back Up Alarm. Note: The back up alarm has 102 dB(A) warning capability. May be dealer installed	$ 189.00	$ 189.00
	1	60B 148	Heavy-Duty Load Floor and Scuff Plate Protection Pacakge. Includes ½ inch thick composite polyethylene anti-slip surface and Heavy-Duty Scuff Plate Kit (85B). Not available with Vinyl, Front and Rear (16E) – Cargo Van only or Front/Rear Aux A/C and Heater (Driver controlled) (57G). Refer to the Legend® Interior Options page for more details.	$ 1,124.00	$ 1,124.00
	1	66D	Front Overhead Shelf. Not available on Low Roof Cargo or Passenger Van.	$ 75.00	$ 75.00
	1	68J	Extended Length Passenger Running Board	$ 652.00	$ 652.00
	1	87E	Auxiliary Fuse Panel with High Spec Interface Connector. Includes Dual AGM Batteries (63E) and Modified Vehicle Wiring System (53K) Included with Seat Pack 34 (21J). *Note: Requires Rear Seat Delete (96K) on 301A & 302A	$ 383.00	$ 383.00
0	1	INV PS 2000	AIMS 2000 Watt Pure Sine Wave Inverter [PWRI200012120S] [Requires High Output Alternator & Aux Battery] Uses 1/0 AWG wire on 200amp fuse @20ft * 2000 Watts continuous / 4000 Watts peak, Pure Sine Wave Inverter converts 12V DC to 120V AC Power 60 Hz * Multiple safety features including AC output short circuit protection, Input over-voltage warning and shutdown, Input under-voltage warning and shutdown, Over temperature protection with indicator, and Overload protection. * This inverter has 2 GFCI AC outlets, USB Port, Optional remote (part # REMOTEHF) allows for easy on / off if the inverter is in a hard to reach location. High quality and very efficient. Efficiency 90%. * This unit also has dual intelligent cooling fans that will start running when the case temperature reaches 104° F. This is comparable to a standard residential outlet. It will power everything that can go into a 15 amp outlet and would include your heavy duty equipment.	$ 1,519.00	$ 1,519.00

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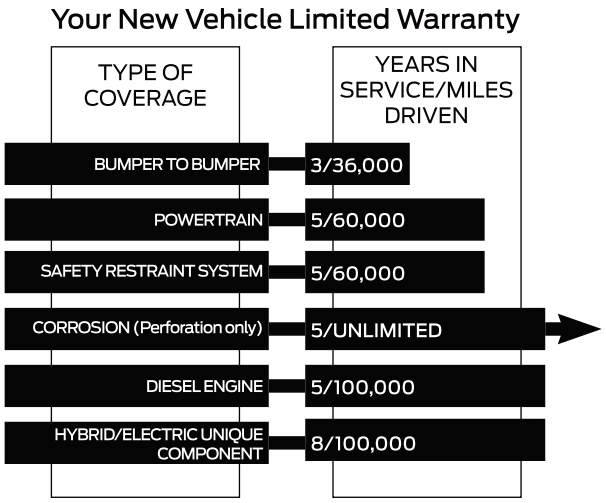
0	1	INVSW	AIMS Power Remote On/Off Switch [REMOTEHF] Features: 1. 30 feet of cable; Easily extendable with standard RJ-9 cable 2. Dip Switch for controlling LED indicator lights	$ 98.00	$ 98.00
0	1	IG POWER	Ignition Controlled power to the inverter. The inverter powers off when vehicle is turned off.	$ 50.00	$ 50.00
0	1	LOC PTN CAB	Inverter mounted to vehicle partition, cab side, outlets facing driver	$ 68.00	$ 68.00
0	1	TINTA	Dealer installed Window Tint Llumar Film with Window Strip, includes warranty on product	$ 336.00	$ 336.00
0	1	FFGTLM	FFG-TLM: QUICK PACKAGE GO - TRANSIT 148" WB MID ROOF 48524: Shelf Unit - 52" W x 60" H x 14" D (3) 40660: Partition - Perforated - Transit Mid/High Roof, Sprinter High Roof (1) 40669TM: Partition Wing Kit - Transit Mid Roof - For use with 4066X partitions (1)	$ 4,684.00	$ 4,684.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 54,141.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 54,141.00

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→ **What is Not Covered?** (pages 16-21)

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City of Melbourne

Prepared for:		**Contract Holder**	**10/13/2025**
	City of Melbourne **Jim Price** james.price@mlbfl.org **321-608-5413** **REPL** **105278-2881; 105404-2860; 105517-2901**	**Duval Ford** **Jared Davis** **(Work) 904-388-2144** **(Fax) 904-387-6816** **jared.davis@duvalmotor.com** **405 Lane Avenue North** **Jacksonville, FL 32258**	

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Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	W8A CENTRAL	Item 173: 2026 Ford Maverick Pickup 4x2 Hybrid Engine with Power windows, Locks	$ 27,896.00	$ 27,896.00
	1	YZ	Oxford White exterior	$ -	$ -
	1	9W	Ebony cloth interior	$ -	$ -
	1	993.445	2.5L Hybrid engine/ Power-split eCVT transmission	$ -	$ -
	1	63B	Splash Guards, Molded, Front and Rear (4-piece)	$ 179.00	$ 179.00
	1	96G	Bedliner – Spray-in	$ 522.00	$ 522.00
0	1	TINT 2	Tint All Windows 4 Door Including Windshield Strip	$ 378.00	$ 378.00
0	1	TB1	Cam Locker 60" Low Profile Toolbox	$ 947.00	$ 947.00
0	1	WT 4	Weather Tech Laser Cut Floor Liners Hybrid- 4 Piece (4417451, 4417452)	$ 315.00	$ 315.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					**$ 30,237.00**
TOTAL QUANTITY		**3**		***TOTAL PURCHASE***	**$ 90,711.00**

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

Mav SE 1	**MECHANICAL** • 2.5L Hybrid w/ Power-Split Electric CVT Transmission on 4x2; Gas on AWD • 4-Wheel Disc Anti-Lock Brake System (ABS) • Electric Parking Brake • Electronic Brake Boost • Electronic Power-Assist Steering (EPAS) • Post Impact Braking • Rotary Gear Shift Dial • Select Drive Modes: Slippery, ECO, Normal, Sport, and Tow/Haul • Variable-Assist Power Steering
Mav SE 2	**EXTERIOR** • Black Mesh Grille w/Black Surround • Box Top and Tailgate Moldings • Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL) • Easy Fuel® Capless Fuel-Filler • FLEXBED® Storage System • Fuel Tank — 16.5 Gallon – Gas — 13.8 Gallon – Hybrid • Handles, Black – Door and Tailgate • Hooks – Cargo Tie-Downs, six (6) • LED Reflector Headlamps • Mirrors, Sideview – Manual-folding, Manual Glass with MIC Black Skull Caps • Maverick® XL Fender Badge • Rocker Molding • Spare Tire Carrier – Rear Under Frame • Spare Tire (Mini) (155/90R17) • Bumper, Front & Rear • Trailer Sway Control • Tailgate – Manual Locking • Tires – 225/65R 17” A/S BSW • Wheels – 17" Sparkle Silver Steel • Windshield Wipers – Intermittent Speed
Mav SE 3	**INTERIOR/COMFORT** • 8” Productivity Screen in Instrument Cluster • Cruise Control • Floor Covering – Carpet • Floor Mats – Front Carpet • Front Door Stowage Bins • Front Map Lights/Overhead Console • Front/Rear Cargo Compartment Dome Lamps (Fade-to-off) • Manual Air Conditioning, Single Zone • Power Door Unlock and Lock • Powerpoint 12V – Front (1), Rear (1) • Rear Coat Hooks • Rear Under Seat Storage Bins • Rear-Window with Fixed Privacy Glass • Seat, Front:— 6-Way Manual Adjustable Driver — 4-Way Manual Adjustable Passenger cloth Bucket Seats — Front Floor Console w/ Armrest & Storage Bin • Seat, Rear— Full Bench Rear Cloth Folding Seatback — Flip-Up Seat Cushion • Manual Tilt/Telescoping and Manual Locking w/ Audio Controls • Windows: Power Front/Rear Windows — 1-Touch Down Driver Window — Rear Privacy Glass
Mav SE 4	**SAFETY/SECURITY** • Anti-Theft Engine Immobilizer • Airbags — Driver and Passenger Front Airbags — Safety Canopy® Side-Curtain Airbags — Driver and Passenger Side Airbags — Driver Knee Airbag • Belt-Minder® (Front Safety Belt Reminder) • Center Rear Seat Shoulder Belt • Configurable Daytime Running Lamps (DRL) • Driver & Passenger Height Adjustable Retractable Seatbelts • LATCH (Lower Anchors and Tether Anchors for Children) • Power Central Locking • SecuriLock® Passive Anti-Theft System • Smart Occupant Sensing airbags • Tire Pressure Monitoring System (TPMS)

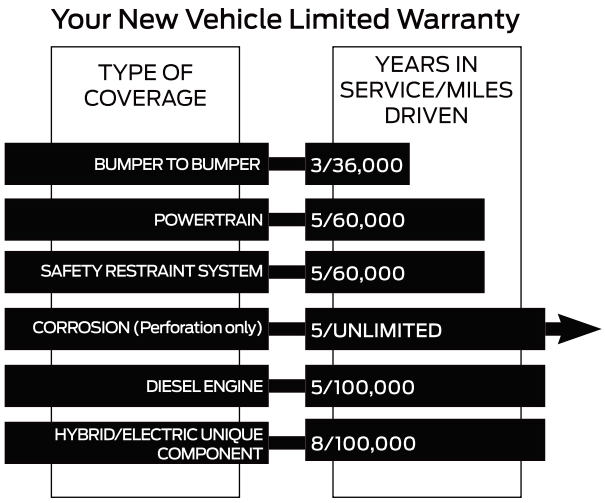
MAV SE 5	**FORD CO-PILOT360™ TECHNOLOGY** **• Auto LED High-Beam** **• Lane-Keeping-Aid** **• Pre-Collision Assist® with Automatic Emergency Braking (AEB)** **(Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)** **• Rear View Camera**
MAV SE 6	**FUNCTIONAL** **• Auto LED High-Beam• Ford app** **• Keyed Ignition** **• Particulate Air Filter** **• Remote Keyless Entry / Panic Button (Key Fobs (2))** **• SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM®** **— 13.2" Center Display— Wireless Phone Connection** **— Cloud Connected— AppLink® w/App Catalog** **— 911 Assist®— Apple CarPlay® and Android Auto™ Compatibility** **— Digital Owner's Manual— Conversational Voice Command Recognition** **• Lane-Keeping System— Lane-Keeping Alert** **— Lane-Keeping Assist— Driver Alert** **— Road Edge Detection** **• Pre-Collision Assist® with Automatic Emergency Braking (AEB)** **— Pedestrian Detection** **— Forward Collision Warning** **— Dynamic Brake Support** **— Automatic Emergency Braking (AEB) Oncoming** **• Post-Collision Brakeing** **• Rear View Camera** **• 2 USB Ports (Front) and 1 USB Port (Rear)** **• AM/FM Stereo w/ 6 Speakers** **• Autolamp – Auto On/Off LED Headlamps** **• Battery Saver** **• Electronic Stability Control** **• Extended Service Interval Monitor**
MAV SE 7	**• SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L)** **— 13.2" LCD Capacitive Touchscreen with Swipe Capability** **— Wireless Phone Connection** **— Cloud Connected** **— AppLink® w/App Catalog** **— 911 Assist®** **— Apple CarPlay® and Android Auto™ Compatibility** **— Digital Owner's Manual** **— Conversational Voice Command Recognition**

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→ **What is Not Covered?** (pages 16-21)

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105452

Prepared for:

City of Melbourne
Jim Price
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321-608-5413

WATER DISTRIBUTION

Contract Holder **REV: 11/12/2025**

Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION HEAVY TRUCKS AND BUSES CONTRACT FSA 25VEH-23. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	F5G CENTRAL	Item 25: Ford F550 4x2 Regular Cab Chassis 60" CA DRW F5G Central Zone	$ 61,073.00	$ 61,073.00
	1	F5G.84CA	Wheel Base Option 84" Cab to Axle, 169" wheelbase	$ 1,957.00	$ 1,957.00
	1	Z1	Oxford White exterior	$ -	$ -
	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	$ -	$ -
	1	GAS	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision (Not available w/ [X4G] or [X5G] and 84CA.	$ (5,000.00)	$ (5,000.00)
	1	18B	Platform Running Boards	$ 318.00	$ 318.00
	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier • Optional on XL, XLT, Includes trailer plug 6 or 7 way • Includes Tow Capacity matched hardware pack: Class IV Ball Mount, 2 5/16" Ball, Sleeve reducer, pin and clip • Recommend Locking Differential , Includes (52B) electric Brake controller	$ 1,985.00	$ 1,985.00
	1	76C	Exterior Backup Alarm, may be dealer installed	$ 174.00	$ 174.00
	1	86M	Dual Battery (Dual Battery – 68 AH/65 AGM; incl. with 6.7L Diesel; std on 7.3L Gas w/ 120V/400W Outlet (43C) or w/ Ambulance Pkg. (47A/47L))	$ 209.00	$ 209.00
	1	872	Rear View Camera and Prep Kit (includes camera, wiring bundle, and Vendor Installation)	$ 711.00	$ 711.00
				$ -	$ -
0	1	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
0	1	KSB 15	11' Knapheide 6132D54 DRW 84" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 18,569.00	$ 18,569.00
0	1	SBO 4	Masterlock 11'	$ 884.00	$ 884.00
0	1	SBO 66	Spray Line Box Tops, Cargo Area, and service body tailgate for 11' service bodies (Add	$ 1,632.00	$ 1,632.00
0	1	SBO 67	Spray Line Service body bumper tops and sides. Does not include the lower body panel between tailgate and bumper (add $100)	$ 272.00	$ 272.00
1	1	NSO: FR HITCH	Non-scheduled option: 2" Front receiver hitch, installed (31078), rated to 5k gross trailer weight and 500lbs tongue weight	$ 233.00	$ 323.00
0	1	INV PS 1500	AIMS 1500 Watt Pure Sine Wave Inverter [PWRI150012120S]	$ 1,389.00	$ 1,389.00
0	1	INVSW	AIMS Power Remote On/Off Switch [REMOTEHF]	$ 98.00	$ 98.00
0	1	IG POWER	Ignition Controlled power to the inverter. The inverter powers off when vehicle is turned off.	$ 50.00	$ 50.00
0	1	LOC SBP	Inverter mounted inside service body compartment, passenger side. Requires higher gauge wire >20ft	$ 540.00	$ 540.00
0	1	LEDSPOT	LED Pillar Mounted Spotlight- [221016-0002, 9078]	$ 755.00	$ 755.00
0	1	LED PKG 12	Whelen Edge 59" Light Bar with Take Down and Alley Lights, 2-Hideaway Grille Lights, 2-Flashing Tail Lights, with 6 Switch Controller (9SX2****, CCP9)- Single Color- Dual Available, AMBER/WHITE DUO	$ 3,015.00	$ 3,015.00

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4	4	TLI2F	Whelen Thin IONs above each wheel well, AMBER/WHITE DUO	$ 160.00	$ 1,000.00
0	1	TINT2	Window Tint On Front 2 Windows Including Windshield Strip	$ 315.00	$ 315.00
0	1	WT 250 RC2	Weather Tech Laser Cut floor mats (4410541v)	$ 190.00	$ 190.00
1		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 91,084.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 91,084.00

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Additional Options for Consideration

QTY	CODE	Description	PRICE	VISUAL
0		0	$ -	$ -
0		0	$ -	$ -
0		0	$ -	$ -

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

SE CHAS 1	**MECHANICAL** •Brakes – Four-wheel Disc Brakes; Anti-lock Brake System (ABS) •Electronic-Shift-On-the-Fly (ESOF) (4x4 only) •Engine — 7.3L 2V DEVCT NA PFI V8 Gas Standard •Operator Commanded Regeneration (OCR) (6.7L Diesel only) •Transmission – Ten-Speed Automatic Transmission and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) •Transmission Power Take-Off Provision
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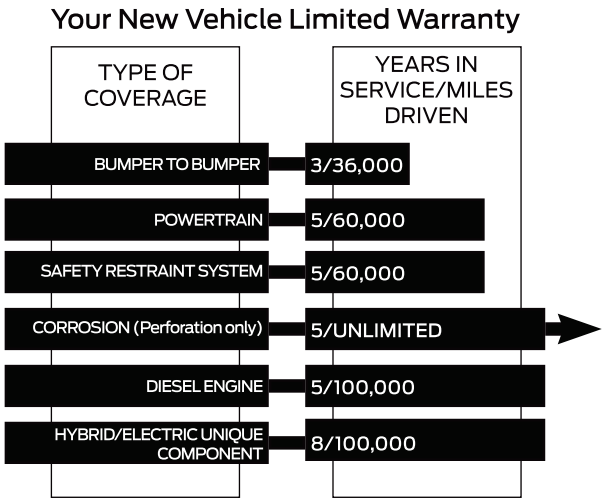
SE CHAS 5	**FORD CO-PILOT360® TECHNOLOGY** **•Pre-Collision Assist® with Automatic Emergency Braking (AEB)** **— Forward Collision Warning**
SE CHAS 6	**FUNCTIONAL** **•Alternators:** **— 7.3L 2 Valve Gas – 190 AMP** **— 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 250 AMP** **•Audible Lane Departure Warning** **•Audio – AM/FM stereo /MP3 Player** **•AutoLamp – Auto On/Off Headlamps** **•Cruise Control** **•5G Modem** **•Ford Connectivity Package (1-year incl, requires retail modem authorization and credit card authorization for auto renewal)** **•FordPass® app** **— Remotely start, lock and unlock vehicle** **— Schedule specific times to remotely start vehicle** **— Locate parked vehicle** **— Check vehicle health status** **Activate available Connected Services. Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet**

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

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City of Melbourne

Prepared for:

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Jim Price
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321-608-5413

WASTEWATER COLLECTIONS
105298 105462

Contract Holder **REV: 10/13/2025**

Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32258

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION HEAVY TRUCKS AND BUSES CONTRACT FSA 25VEH-23. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	F5G CENTRAL	Item 25: Ford F550 4x2 Regular Cab Chassis 60" CA DRW F5G Central Zone	$ 61,073.00	$ 61,073.00
	1	Z1	Oxford White	$ -	$ -
	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	$ -	$ -
	1	GAS	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision (Not available w/ [X4G] or [X5G] and 84CA.	$ (5,000.00)	$ (5,000.00)
	1	18B	Platform Running Boards	$ 318.00	$ 318.00
	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier • Optional on XL, XLT, Includes trailer plug 6 or 7 way • Includes Tow Capacity matched hardware pack: Class IV Ball Mount, 2 5/16" Ball, Sleeve reducer, pin and clip • Recommend Locking Differential , Includes (52B) electric Brake controller	$ 1,985.00	$ 1,985.00
	1	67A	350 Amp Dual Alternators (190 + 160; Gas req 86M or 473 & 86M; Diesel req 473 or 43C or both)	$ -	$ -
	1	86M	Dual Battery (Dual Battery – 68 AH/65 AGM; incl. with 6.7L Diesel; std on 7.3L Gas w/ 120V/400W Outlet (43C) or w/ Ambulance Pkg. (47A/47L))	$ 209.00	$ 209.00
	1	872	Rear View Camera and Prep Kit (includes camera, wiring bundle, and Vendor Installation)	$ 711.00	$ 711.00
0	1	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
0	1	DB 1	Standard Dump Bodies. Godwin 9' 2 Yd- 13" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 20,585.00	$ 20,585.00
0	1	DBO 1	Dump Body Options: Fold Down Sides Standard Dump & Contractor 14" Sides	$ 1,219.00	$ 1,219.00
0	2	DBO 9	Dump Body Options: 30" Aluminum Underbody Box	$ 909.00	$ 1,818.00
0	1	WT 250 RC2	Weather Tech Laser Cut floor mats (4410541v)	$ 190.00	$ 190.00
0	1	LED PKG 12	Whelen Edge 59" Light Bar with Take Down and Alley Lights, 2-Hideaway Grille Lights, 2-Flashing Tail Lights, with 6 Switch Controller (9SX2****, CCP9)- Single Color- Dual Available, AMBER/WHITE ALTERNATING	$ 3,015.00	$ 3,015.00
0	1	DBO 13	Dump Body Options: Strobe Bar Provision On Cab Guard	$ 219.00	$ 219.00
0	1	TINT2	Window Tint On Front 2 Windows Including Windshield Strip	$ 315.00	$ 315.00

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0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 87,282.00
TOTAL QUANTITY		2		TOTAL PURCHASE	$ 174,564.00

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

SE CHAS 1	**MECHANICAL** •Brakes – Four-wheel Disc Brakes; Anti-lock Brake System (ABS) •Electronic-Shift-On-the-Fly (ESOF) (4x4 only) •Engine — 7.3L 2V DEVCT NA PFI V8 Gas Standard •Operator Commanded Regeneration (OCR) (6.7L Diesel only) •Transmission – Ten-Speed Automatic Transmission and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) •Transmission Power Take-Off Provision
SE CHAS 2	**EXTERIOR** •Bumper – front, black painted •Daytime Running Lamps •Fender vents – front •Fuel Tank— 40 gallon aft axle •Glass – solar-tinted •Grille – black painted •Scuff plates – front, color-coordinated •Splash Guards/Mud Flaps – Front (F-450/550/F-600 only) •"Three Blink" Lane change signal •Tow hooks – front (2) •Trailer wiring – 7 wire harness w/relays, blunt cut & labeled •Wheels — F-350 SRW – 18” Argent Painted Steel wheel w/Painted Hub Cover/Center Ornaments — F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments notincluded) — F-450, F-550 & F-600 – 19.5" Argent Painted Steel — Manual Locking Hub (4x4) •Windshield Wipers – intermittent
SE CHAS 3	**INTERIOR/COMFORT** •4.2” LCD Productivity Screen: Incl menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications •12V Powerpoint, auxiliary •Air conditioning – single-zone, manual •Air conditioning vents – black w/chrome ring and knob •Cabin Air Particulate Filter •Door-trim – armrest/grab handle and reflector •Floor covering – black, full length vinyl •Mirror – rearview 11.5" day/night •Outside Temperature Display •Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay •Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver’s side) •Steering – power •Steering wheel – black urethane with tilt and telescoping steering wheel/column; incl three (3) button message control •Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead •Upfitter switches – 6 located in Overhead Console •Window – Rear, fixed
SE CHAS 4	**SAFETY/SECURITY** •AdvanceTrac® with RSC® (Roll Stability Control™) •Autolock, Auto unlock •Belt-Minder® (front safety belt reminder) •Driver and passenger frontal airbag; passenger side deactivation switch •Headlamps – Quad beam jewel effect halogen •Individual Tire Pressure Monitoring System (TPMS) •Lamps – Roof marker/clearance – LED •Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals •Remote keyless entry •Safety Belts – w/height adjustment (front-outboard seating positions only) •Safety Canopy® System (incl. side-curtain airbags) •Stationary Elevated Idle Control (SEIC) •SecuriLock® Passive Anti-Theft System (PATS) •SOS Post-Crash Alert System™ •Ford Security Package (1-year included with activation)
SE CHAS 5	**FORD CO-PILOT360® TECHNOLOGY** •Pre-Collision Assist® with Automatic Emergency Braking (AEB) — Forward Collision Warning

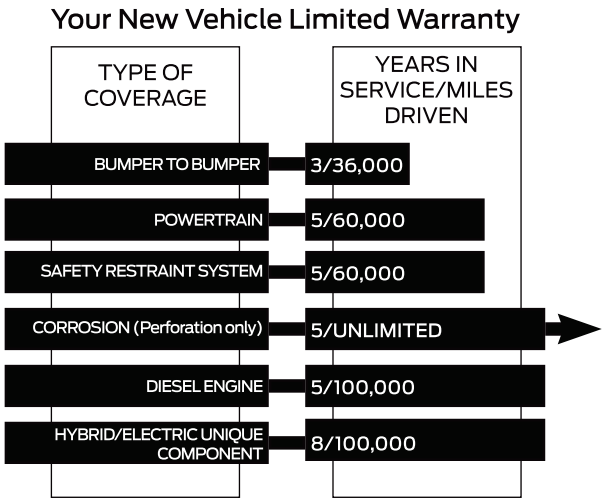
	SE CHAS 6	**FUNCTIONAL** **•Alternators:** **— 7.3L 2 Valve Gas – 190 AMP** **— 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 250 AMP** **•Audible Lane Departure Warning** **•Audio – AM/FM stereo /MP3 Player** **•AutoLamp – Auto On/Off Headlamps** **•Cruise Control** **•5G Modem** **•Ford Connectivity Package (1-year incl, requires retail modem authorization and credit card authorization for auto renewal)** **•FordPass® app** **— Remotely start, lock and unlock vehicle** **— Schedule specific times to remotely start vehicle** **— Locate parked vehicle** **— Check vehicle health status** **Activate available Connected Services Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet Customers. 5G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673).** **•Stabilizer bars – front & rear** **•SYNC® 4** **— Enhanced Voice Recognition Communication and Entertainment** **— 911 Assist®** **— 8" LCD Center Stack screen** **— AppLink®** **— Smart-Charging USB port – one (1)**

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
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The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

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City of Melbourne

Prepared for:		**Contract Holder**	**REV: 11/25/2025**
	City of Melbourne **Jim Price** james.price@mlbfl.org **321-608-5413** **Wastewater Collections**	**Duval Ford** **Jared Davis** **(Work) 904-388-2144** **(Fax) 904-387-6816** **jared.davis@duvalmotor.com** **405 Lane Avenue North** **Jacksonville, FL 32258**	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	W8A CENTRAL	Item 173: 2026 Ford Maverick Pickup 4x2 Hybrid Engine with Power windows, Locks	$ 27,896.00	$ 27,896.00
	1	YZ	Oxford White exterior	$ -	$ -
	1	7B	Blue cloth interior	$ -	$ -
	1	993.445	2.5L Hybrid engine/ Power-split eCVT transmission	$ -	$ -
	1	63B	Splash Guards, Molded, Front and Rear (4-piece)	$ 179.00	$ 179.00
	1	96G	Bedliner – Spray-in	$ 522.00	$ 522.00
0	1	MAV FCHT	Leer 100SCC Commercial Fiberglass- Cab High Topper With Solid Sides Painted To Match Vehicle	$ 3,004.00	$ 3,004.00
0	1	NSO: ARE SPEC	Non-scheduled option: Upgrade to ARE V-Series fiberglass topper, to include aluminum paneled windoors on each side (driver and passenger) and rear, and Yakima corebar rack with locks	$ 2,690.00	$ 2,690.00
0	1	NSO: DECKED	Non-scheduled option: Decked drawer system for Maverick with full cargo glide mounted on top (1500lbs)	$ 3,295.00	$ 3,295.00
0	1	INV PS 600	AIMS 600 Watt Pure Sine Power Inverter 12 Volt: [PWRI60012120S] *Continuous output power: 600 Watts. [will power chargers, laptops, small printers] *Surge (peak power): 1200 Watts, Fused at 60amps with 8awg wire @ 16FT *Product size (L x W x H): 8.39″ x 5.51″ x 2.91	$ 1,191.00	$ 1,191.00
0	1	INVSW	AIMS Power Remote On/Off Switch [REMOTEHF] Features: 1. 30 feet of cable; Easily extendable with standard RJ-9 cable 2. Dip Switch for controlling LED indicator lights	$ 98.00	$ 98.00
0	1	IG POWER	Ignition Controlled power to the inverter. The inverter powers off when vehicle is turned off.	$ 50.00	$ 50.00
0	1	LOC BDS	Inverter mounted behind driver's seat on floor with outlets facing driver's door.	$ -	$ -
0	1	TINT 4	Tint All Windows 4 Door Including Windshield Strip	$ 378.00	$ 378.00
0	1	WT 4	Weather Tech Laser Cut Floor Liners Hybrid- 4 Piece (4417451, 4417452)	$ 315.00	$ 315.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 39,618.00
TOTAL QUANTITY		1		***TOTAL PURCHASE***	$ 39,618.00

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

Mav SE 1	**MECHANICAL** • 2.5L Hybrid w/ Power-Split Electric CVT Transmission on 4x2; Gas on AWD • 4-Wheel Disc Anti-Lock Brake System (ABS) • Electric Parking Brake • Electronic Brake Boost • Electronic Power-Assist Steering (EPAS) • Post Impact Braking • Rotary Gear Shift Dial • Select Drive Modes: Slippery, ECO, Normal, Sport, and Tow/Haul • Variable-Assist Power Steering
Mav SE 2	**EXTERIOR** • Black Mesh Grille w/Black Surround • Box Top and Tailgate Moldings • Cargo Lamp – Integrated with Center High-mounted Stop Lamp (CHMSL) • Easy Fuel® Capless Fuel-Filler • FLEXBED® Storage System • Fuel Tank — 16.5 Gallon – Gas — 13.8 Gallon – Hybrid • Handles, Black – Door and Tailgate • Hooks – Cargo Tie-Downs, six (6) • LED Reflector Headlamps • Mirrors, Sideview – Manual-folding, Manual Glass with MIC Black Skull Caps • Maverick® XL Fender Badge • Rocker Molding • Spare Tire Carrier – Rear Under Frame • Spare Tire (Mini) (155/90R17) • Bumper, Front & Rear • Trailer Sway Control • Tailgate – Manual Locking • Tires – 225/65R 17” A/S BSW • Wheels – 17" Sparkle Silver Steel • Windshield Wipers – Intermittent Speed
Mav SE 3	**INTERIOR/COMFORT** • 8” Productivity Screen in Instrument Cluster • Cruise Control • Floor Covering – Carpet • Floor Mats – Front Carpet • Front Door Stowage Bins • Front Map Lights/Overhead Console • Front/Rear Cargo Compartment Dome Lamps (Fade-to-off) • Manual Air Conditioning, Single Zone • Power Door Unlock and Lock • Powerpoint 12V – Front (1), Rear (1) • Rear Coat Hooks • Rear Under Seat Storage Bins • Rear-Window with Fixed Privacy Glass • Seat, Front:— 6-Way Manual Adjustable Driver — 4-Way Manual Adjustable Passenger cloth Bucket Seats — Front Floor Console w/ Armrest & Storage Bin • Seat, Rear— Full Bench Rear Cloth Folding Seatback — Flip-Up Seat Cushion • Manual Tilt/Telescoping and Manual Locking w/ Audio Controls • Windows: Power Front/Rear Windows — 1-Touch Down Driver Window — Rear Privacy Glass
Mav SE 4	**SAFETY/SECURITY** • Anti-Theft Engine Immobilizer • Airbags — Driver and Passenger Front Airbags — Safety Canopy® Side-Curtain Airbags — Driver and Passenger Side Airbags — Driver Knee Airbag • Belt-Minder® (Front Safety Belt Reminder) • Center Rear Seat Shoulder Belt • Configurable Daytime Running Lamps (DRL) • Driver & Passenger Height Adjustable Retractable Seatbelts • LATCH (Lower Anchors and Tether Anchors for Children) • Power Central Locking • SecuriLock® Passive Anti-Theft System • Smart Occupant Sensing airbags • Tire Pressure Monitoring System (TPMS)

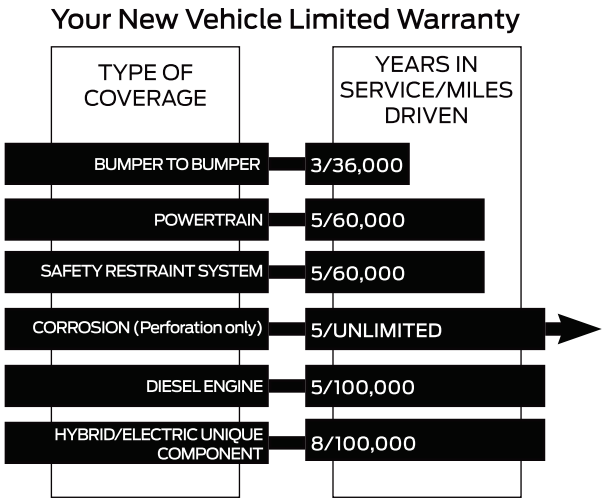
MAV SE 5	**FORD CO-PILOT360™ TECHNOLOGY** **• Auto LED High-Beam** **• Lane-Keeping-Aid** **• Pre-Collision Assist® with Automatic Emergency Braking (AEB)** **(Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)** **• Rear View Camera**
MAV SE 6	**FUNCTIONAL** **• Auto LED High-Beam• Ford app** **• Keyed Ignition** **• Particulate Air Filter** **• Remote Keyless Entry / Panic Button (Key Fobs (2))** **• SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM®** **— 13.2" Center Display— Wireless Phone Connection** **— Cloud Connected— AppLink® w/App Catalog** **— 911 Assist®— Apple CarPlay® and Android Auto™ Compatibility** **— Digital Owner's Manual— Conversational Voice Command Recognition** **• Lane-Keeping System— Lane-Keeping Alert** **— Lane-Keeping Assist— Driver Alert** **— Road Edge Detection** **• Pre-Collision Assist® with Automatic Emergency Braking (AEB)** **— Pedestrian Detection** **— Forward Collision Warning** **— Dynamic Brake Support** **— Automatic Emergency Braking (AEB) Oncoming** **• Post-Collision Brakeing** **• Rear View Camera** **• 2 USB Ports (Front) and 1 USB Port (Rear)** **• AM/FM Stereo w/ 6 Speakers** **• Autolamp – Auto On/Off LED Headlamps** **• Battery Saver** **• Electronic Stability Control** **• Extended Service Interval Monitor**
MAV SE 7	**• SYNC® 4 with Enhanced Voice Recognition (Incl. SiriusXM® with 360L)** **— 13.2" LCD Capacitive Touchscreen with Swipe Capability** **— Wireless Phone Connection** **— Cloud Connected** **— AppLink® w/App Catalog** **— 911 Assist®** **— Apple CarPlay® and Android Auto™ Compatibility** **— Digital Owner's Manual** **— Conversational Voice Command Recognition**

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

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For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

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105610

Prepared for:

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WASTEWATER COLLECTIONS

Contract Holder **REV: 11/12/2025**

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Jared Davis
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405 Lane Avenue North
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Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	F5G CENTRAL	Item 25: Ford F550 4x2 Regular Cab Chassis 60" CA DRW F5G Central Zone	$ 61,073.00	$ 61,073.00
	1	F5G.84CA	Wheel Base Option 84" Cab to Axle, 169" wheelbase	$ 1,957.00	$ 1,957.00
	1	Z1	Oxford White exterior	$ -	$ -
	1	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	$ -	$ -
	1	GAS	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision (Not available w/ [X4G] or [X5G] and 84CA.	$ (5,000.00)	$ (5,000.00)
	1	18B	Platform Running Boards	$ 318.00	$ 318.00
	1	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier • Optional on XL, XLT, Includes trailer plug 6 or 7 way • Includes Tow Capacity matched hardware pack: Class IV Ball Mount, 2 5/16" Ball, Sleeve reducer, pin and clip • Recommend Locking Differential , Includes (52B) electric Brake controller	$ 1,985.00	$ 1,985.00
	1	76C	Exterior Backup Alarm, may be dealer installed	$ 174.00	$ 174.00
	1	86M	Dual Battery (Dual Battery – 68 AH/65 AGM; incl. with 6.7L Diesel; std on 7.3L Gas w/ 120V/400W Outlet (43C) or w/ Ambulance Pkg. (47A/47L))	$ 209.00	$ 209.00
	1	872	Rear View Camera and Prep Kit (includes camera, wiring bundle, and Vendor Installation)	$ 711.00	$ 711.00
				$ -	$ -
0	1	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
0	1	KSB 15	11' Knapheide 6132D54 DRW 84" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 18,569.00	$ 18,569.00
0	1	SBO 4	Masterlock 11'	$ 884.00	$ 884.00
0	1	SBO 66	Spray Line Box Tops, Cargo Area, and service body tailgate for 11' service bodies (Add	$ 1,632.00	$ 1,632.00
0	1	SBO 67	Spray Line Service body bumper tops and sides. Does not include the lower body panel between tailgate and bumper (add $100)	$ 272.00	$ 272.00
1	1	NSO: FR HITCH	Non-scheduled option: 2" Front receiver hitch, installed (31078), rated to 5k gross trailer weight and 500lbs tongue weight	$ 233.00	$ 323.00
0	1	INV PS 1500	AIMS 1500 Watt Pure Sine Wave Inverter [PWRI150012120S]	$ 1,389.00	$ 1,389.00
0	1	INVSW	AIMS Power Remote On/Off Switch [REMOTEHF]	$ 98.00	$ 98.00
0	1	IG POWER	Ignition Controlled power to the inverter. The inverter powers off when vehicle is turned off.	$ 50.00	$ 50.00
0	1	LOC SBP	Inverter mounted inside service body compartment, passenger side. Requires higher gauge wire >20ft	$ 540.00	$ 540.00
0	1	LEDSPOT	LED Pillar Mounted Spotlight- [221016-0002, 9078]	$ 755.00	$ 755.00
0	1	LED PKG 12	Whelen Edge 59" Light Bar with Take Down and Alley Lights, 2-Hideaway Grille Lights, 2-Flashing Tail Lights, with 6 Switch Controller (9SX2****, CCP9)- Single Color- Dual Available, AMBER/WHITE DUO (NO VERTEX!)	$ 3,015.00	$ 3,015.00
4	4	TLI2F	Whelen Thin IONs above each wheel well, AMBER/WHITE DUO	$ 160.00	$ 1,000.00

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0	1	TINT2	Window Tint On Front 2 Windows Including Windshield Strip	$ 315.00	$ 315.00
0	1	WT 250 RC2	Weather Tech Laser Cut floor mats (4410541v)	$ 190.00	$ 190.00
1		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 91,084.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 91,084.00

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Additional Options for Consideration

QTY	CODE	Description	PRICE	VISUAL
0		0	$ -	$ -
0		0	$ -	$ -
0		0	$ -	$ -

STANDARD EQUIPMENT PER FORD MOTOR COMPANY ORDER GUIDE 10/1/2025

SE CHAS 1	**MECHANICAL** •Brakes – Four-wheel Disc Brakes; Anti-lock Brake System (ABS) •Electronic-Shift-On-the-Fly (ESOF) (4x4 only) •Engine — 7.3L 2V DEVCT NA PFI V8 Gas Standard •Operator Commanded Regeneration (OCR) (6.7L Diesel only) •Transmission – Ten-Speed Automatic Transmission and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) •Transmission Power Take-Off Provision
SE CHAS 2	**EXTERIOR** •Bumper – front, black painted •Daytime Running Lamps •Fender vents – front •Fuel Tank— 40 gallon aft axle •Glass – solar-tinted •Grille – black painted •Scuff plates – front, color-coordinated •Splash Guards/Mud Flaps – Front (F-450/550/F-600 only) •"Three Blink" Lane change signal •Tow hooks – front (2) •Trailer wiring – 7 wire harness w/relays, blunt cut & labeled •Wheels — F-350 SRW – 18” Argent Painted Steel wheel w/Painted Hub Cover/Center Ornaments — F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments notincluded) — F-450, F-550 & F-600 – 19.5" Argent Painted Steel — Manual Locking Hub (4x4) •Windshield Wipers – intermittent
SE CHAS 3	**INTERIOR/COMFORT** •4.2” LCD Productivity Screen: Incl menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications •12V Powerpoint, auxiliary •Air conditioning – single-zone, manual •Air conditioning vents – black w/chrome ring and knob •Cabin Air Particulate Filter •Door-trim – armrest/grab handle and reflector •Floor covering – black, full length vinyl •Mirror – rearview 11.5" day/night •Outside Temperature Display •Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay •Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver’s side) •Steering – power •Steering wheel – black urethane with tilt and telescoping steering wheel/column; incl three (3) button message control •Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead •Upfitter switches – 6 located in Overhead Console •Window – Rear, fixed
SE CHAS 4	**SAFETY/SECURITY** •AdvanceTrac® with RSC® (Roll Stability Control™) •Autolock, Auto unlock •Belt-Minder® (front safety belt reminder) •Driver and passenger frontal airbag; passenger side deactivation switch •Headlamps – Quad beam jewel effect halogen •Individual Tire Pressure Monitoring System (TPMS) •Lamps – Roof marker/clearance – LED •Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals •Remote keyless entry •Safety Belts – w/height adjustment (front-outboard seating positions only) •Safety Canopy® System (incl. side-curtain airbags) •Stationary Elevated Idle Control (SEIC) •SecuriLock® Passive Anti-Theft System (PATS) •SOS Post-Crash Alert System™ •Ford Security Package (1-year included with activation)

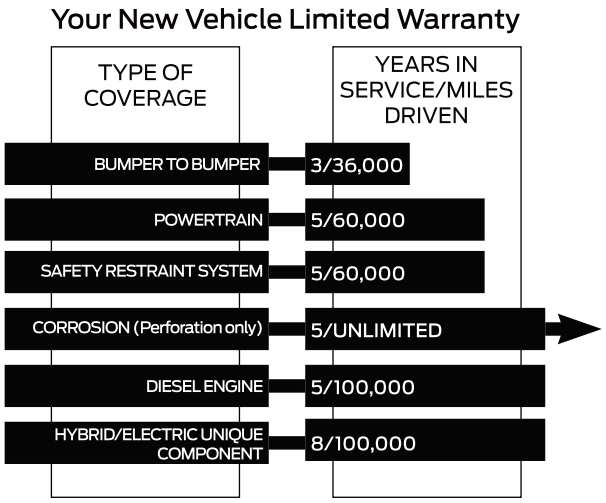
SE CHAS 5	**FORD CO-PILOT360® TECHNOLOGY** **•Pre-Collision Assist® with Automatic Emergency Braking (AEB)** **— Forward Collision Warning**
SE CHAS 6	**FUNCTIONAL** **•Alternators:** **— 7.3L 2 Valve Gas – 190 AMP** **— 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 250 AMP** **•Audible Lane Departure Warning** **•Audio – AM/FM stereo /MP3 Player** **•AutoLamp – Auto On/Off Headlamps** **•Cruise Control** **•5G Modem** **•Ford Connectivity Package (1-year incl, requires retail modem authorization and credit card authorization for auto renewal)** **•FordPass® app** **— Remotely start, lock and unlock vehicle** **— Schedule specific times to remotely start vehicle** **— Locate parked vehicle** **— Check vehicle health status** **Activate available Connected Services. Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet**

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

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Prepared for:		Contract Holder	REV: 10/28/25
City of Melbourne		Duval Ford	
Jim Price		Jared Davis	
james.price@mbfl.org		(Work) 904-388-2144	
321-608-5413		(Fax) 904-387-6816	
		jared.davis@duvalmotor.com	
WATER RECLAMATION		405 Lane Avenue North	
		Jacksonville, FL 32258	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA 25VEL-33. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	E1C CENTRAL	Item 53 Transit T-150 Medium Roof Cargo Van RWD E1C Central Zone	$ 44,639.00	$ 44,639.00
	1	YZ	Oxford White	$ -	$ -
	1	VK	Vinyl Seating	$ -	$ -
	1	998	3.5L PFDi V6. Note: Includes port injection and E-85 Flex-Fuel Capable capability	$ -	$ -
	1	15F	Full Rear Compartment Lighting. Includes cargo area LED lights at C-pillar, D-pillar and mid-ship (EL-WB only). Rear Compartment LED Switch is only included on Cargo Van.	$ 75.00	$ 75.00
	1	17A	Fixed Rear Cargo Door Glass. Includes Rear- window Defroster. NOTE: For Mid/High roof cargo variants, (92E) Privacy Glass is included with (17A) Rear Glass. Solar tinted glass (non-privacy) remains standard on Low Roof Variants.	$ 249.00	$ 249.00
	1	43B	Back Up Alarm. Note: The back up alarm has 102 dB(A) warning capability. May be dealer installed	$ 189.00	$ 189.00
	1	60B 148	Heavy-Duty Load Floor and Scuff Plate Protection Pacakge. Includes ½ inch thick composite polyethylene anti-slip surface and Heavy-Duty Scuff Plate Kit (85B). Not available with Vinyl, Front and Rear (16E) – Cargo Van only or Front/Rear Aux A/C and Heater (Driver controlled) (57G). Refer to the Legend® Interior Options page for more details.	$ 1,124.00	$ 1,124.00
	1	66D	Front Overhead Shelf. Not available on Low Roof Cargo or Passenger Van.	$ 75.00	$ 75.00
	1	68J	Extended Length Passenger Running Board	$ 652.00	$ 652.00
	1	87E	Auxiliary Fuse Panel with High Spec Interface Connector. Includes Dual AGM Batteries (63E) and Modified Vehicle Wiring System (53K) Included with Seat Pack 34 (21J). *Note: Requires Rear Seat Delete (96K) on 301A & 302A	$ 383.00	$ 383.00
0	1	INV PS 2000	AIMS 2000 Watt Pure Sine Wave Inverter [PWRI200012120S] [Requires High Output Alternator & Aux Battery] Uses 1/0 AWG wire on 200amp fuse @20ft * 2000 Watts continuous / 4000 Watts peak, Pure Sine Wave Inverter converts 12V DC to 120V AC Power 60 Hz * Multiple safety features including AC output short circuit protection, Input over-voltage warning and shutdown, Input under-voltage warning and shutdown, Over temperature protection with indicator, and Overload protection. * This inverter has 2 GFCI AC outlets, USB Port, Optional remote (part # REMOTEHF) allows for easy on / off if the inverter is in a hard to reach location. High quality and very efficient. Efficiency 90%. * This unit also has dual intelligent cooling fans that will start running when the case temperature reaches 104° F. This is comparable to a standard residential outlet. It will power everything that can go into a 15 amp outlet and would include your heavy duty equipment.	$ 1,519.00	$ 1,519.00

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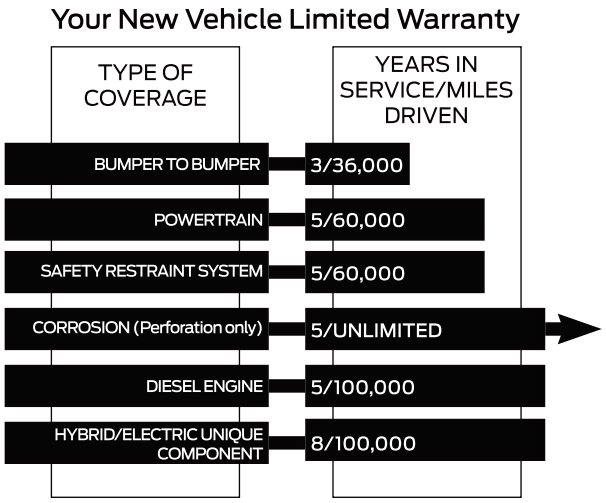
0	1	INVSW	AIMS Power Remote On/Off Switch [REMOTEHF] Features: 1. 30 feet of cable; Easily extendable with standard RJ-9 cable 2. Dip Switch for controlling LED indicator lights	$ 98.00	$ 98.00
0	1	IG POWER	Ignition Controlled power to the inverter. The inverter powers off when vehicle is turned off.	$ 50.00	$ 50.00
0	1	LOC PTN CAB	Inverter mounted to vehicle partition, cab side, outlets facing driver	$ 68.00	$ 68.00
0	1	TINTA	Dealer installed Window Tint Llumar Film with Window Strip, includes warranty on product	$ 336.00	$ 336.00
0	1	FFGTLM	FFG-TLM: QUICK PACKAGE GO - TRANSIT 148" WB MID ROOF 48524: Shelf Unit - 52" W x 60" H x 14" D (3) 40660: Partition - Perforated - Transit Mid/High Roof, Sprinter High Roof (1) 40669TM: Partition Wing Kit - Transit Mid Roof - For use with 4066X partitions (1)	$ 4,684.00	$ 4,684.00
0	1	MR MRO 6	Medium Roof Ladder Rack: 4Tmaxb: Crossbar Hd Aluminum Rack Kit - Transit Mr	$ 636.00	$ 636.00
0	1	UCOAT	Undercoating	$ 1,246.00	$ 1,246.00
0	1	NSO: CERAMIC	Non-scheduled option: SMAD ceramic coating, 5-year. Note: Ceramic coating is a sealant applied to protect factory paint from the elements and chemical corrosion. To properly maintain the coating, be careful when washing to use non-abrasive brushes, towels, and soaps. Ceramic coating does degrade over time but can be refreshed with a ceramic soap monthly and reapplied at end of 5-year mark.	$ 1,150.00	$ 1,150.00
0		TOTAL LABOR HOURS			
		Additional Notes			
UNIT COST					$ 57,173.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 57,173.00

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the New Vehicle Limited Warranty. Please refer to the description of warranty coverage for more specific information.

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For more details on coverage, see:

→ **What is Covered?** (pages 10-16)
→ **What is Not Covered?** (pages 16-21)

Bid Award

Contract: FSA25-VEH23.0, Heavy Trucks and Buses

Group: Cab and Chassis Trucks: 17,500 lbs. GVWR (DRW) 4x2

Item: 24, Ford, F-550 Crew Cab, W5G

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	$63,989.00	Build	Options
	Alternate	Duval Ford LLC	$64,225.00	Build	Options
	Alternate	Bachrodt FT, LLC dba Palmetto Ford of Miami	$64,232.00	Build	Options
Northern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,932.00	Build	Options
	Alternate	BOZARD FORD	$63,989.00	Build	Options
	Alternate	Duval Ford LLC	$64,015.00	Build	Options
Central	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,832.00	Build	Options
	Alternate	BOZARD FORD	$64,131.00	Build	Options
	Alternate	Duval Ford LLC	$64,225.00	Build	Options
Southern	Primary	Bachrodt FT, LLC dba Palmetto Ford of Miami	$63,832.00	Build	Options
	Alternate	BOZARD FORD	$64,131.00	Build	Options
	Alternate	Duval Ford LLC	$64,250.00	Build	Options

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
1	W5G WEST	Item 24: Ford F550 4x2 Crew Chassis Cab 60" CA DRW W5G Western Zone	$ 64,225.00	11.63%	$ 72,680.00
2	W5G NORTH	Item 24: Ford F550 4x2 Crew Chassis Cab 60" CA DRW W5G Northern Zone	$ 64,015.00	11.92%	$ 72,680.00
3	W5G CENTRAL	Item 24: Ford F550 4x2 Crew Chassis Cab 60" CA DRW W5G Central Zone	$ 64,225.00	11.63%	$ 72,680.00
4	W5G SOUTH	Item 24: Ford F550 4x2 Crew Chassis Cab 60" CA DRW W5G Southern Zone	$ 64,250.00	11.60%	$ 72,680.00
5	Standard Equipment	DESCRIPTION	Contract Price	%	MSRP
6	SE CHAS 1	MECHANICAL ●Brakes – Four-wheel Disc Brakes; Anti-lock Brake System (ABS) ●Electronic-Shift-On-the-Fly (ESOF) (4x4 only) ●Engine — 7.3L 2V DEVCT NA PFI V8 Gas Standard ●Operator Commanded Regeneration (OCR) (6.7L Diesel only) ●Transmission – Ten-Speed Automatic Transmission and Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) ●Transmission Power Take-Off Provision	Standard	0.00%	Standard
7	SE CHAS 2	EXTERIOR ●Bumper – front, black painted ●Daytime Running Lamps ●Fender vents – front ●Fuel Tank— 40 gallon aft axle ●Glass – solar-tinted ●Grille – black painted ●Scuff plates – front, color-coordinated ●Splash Guards/Mud Flaps – Front (F-450/550/F-600 only) ●"Three Blink" Lane change signal ●Tow hooks – front (2) ●Trailer wiring – 7 wire harness w/relays, blunt cut & labeled ●Wheels — F-350 SRW – 18” Argent Painted Steel wheel w/Painted Hub Cover/Center Ornaments — F-350 DRW – 17" Argent Painted Steel (hub covers/center ornaments notincluded) — F-450, F-550 & F-600 – 19.5" Argent Painted Steel — Manual Locking Hub (4x4) ●Windshield Wipers – intermittent	Standard	0.00%	Standard

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
8	SE CHAS 3	INTERIOR/COMFORT ●4.2" LCD Productivity Screen: Incl menus for Gauge Setup, Trip Computer, Fuel Economy and Towing/Off-Road applications ●12V Powerpoint, auxiliary ●Air conditioning – single-zone, manual ●Air conditioning vents – black w/chrome ring and knob ●Cabin Air Particulate Filter ●Door-trim – armrest/grab handle and reflector ●Floor covering – black, full length vinyl ●Mirror – rearview 11.5" day/night ●Outside Temperature Display ●Power Equipment Group – 1st row (front-seat) windows w/one-touch up/down, power 2nd row (rear-seat) windows (Super/Crew Cab); power/door-locks w/backlit switches & accessory delay ●Seat – Front, HD vinyl, 40/20/40 split bench w/center armrest, cupholder and storage (manual lumbar – driver's side) ●Steering – power ●Steering wheel – black urethane with tilt and telescoping steering wheel/column; incl three (3) button message control ●Sun visors – color-coordinated vinyl, driver w/pocket, passenger w/uncovered mirror insert with 6 inch overhead ●Upfitter switches – 6 located in Overhead Console ●Window – Rear, fixed	Standard	0.00%	Standard
9	SE CHAS 4	SAFETY/SECURITY ●AdvanceTrac® with RSC® (Roll Stability Control™) ●Autolock, Auto unlock ●Belt-Minder® (front safety belt reminder) ●Driver and passenger frontal airbag; passenger side deactivation switch ●Headlamps – Quad beam jewel effect halogen ●Individual Tire Pressure Monitoring System (TPMS) ●Lamps – Roof marker/clearance – LED ●Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals ●Remote keyless entry ●Safety Belts – w/height adjustment (front-outboard seating positions only) ●Safety Canopy® System (incl. side-curtain airbags) ●Stationary Elevated Idle Control (SEIC) ●SecuriLock® Passive Anti-Theft System (PATS) ●SOS Post-Crash Alert System™ ●Ford Security Package (1-year included with activation)	Standard	0.00%	Standard
10	SE CHAS 5	FORD CO-PILOT360® TECHNOLOGY ●Pre-Collision Assist® with Automatic Emergency Braking (AEB) — Forward Collision Warning	Standard	0.00%	Standard

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
11	SE CHAS 6	FUNCTIONAL ●Alternators: — 7.3L 2 Valve Gas – 190 AMP — 6.7L 4 Valve OHV Power Stroke® V8 Turbo Diesel – 250 AMP ●Audible Lane Departure Warning ●Audio – AM/FM stereo /MP3 Player ●AutoLamp – Auto On/Off Headlamps ●Cruise Control ●5G Modem ●Ford Connectivity Package (1-year incl, requires retail modem authorization and credit card authorization for auto renewal) ●FordPass® app — Remotely start, lock and unlock vehicle — Schedule specific times to remotely start vehicle — Locate parked vehicle — Check vehicle health status Activate available Connected Services Note: Telematics Solutions (both complimentary and subscription based) are available for Fleet Customers. 5G Wi-Fi Modem, enables telematics services directly from Ford or through authorized third party providers. Learn more at commercialsolutions.ford.com or email fcs1@ford.com or by calling 833-FCS-Ford. (833-327-3673). ●Stabilizer bars – front & rear ●SYNC® 4 — Enhanced Voice Recognition Communication and Entertainment — 911 Assist® — 8” LCD Center Stack screen — AppLink® — Smart-Charging USB port – one (1)	Standard	0.00%	Standard
12	PACKAGES	DESCRIPTION	Contract Price	%	MSRP

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
13	W5G.XLT.179	All XL content, plus: EXTERIOR ●Bumper – front, chrome ●Grille – bright chrome ●Halogen Fog lamps INTERIOR/COMFORT ●120V/400W Outlet dash mounted ●Auxiliary audio input jack ●Door-trim – soft armrest, grab handle, power window/lock switches and reflector; front and rear map pockets on Crew Cab ●Floor covering – color-coordinated full carpet ●Floor mats – color-coordinated carpet ●Seats, Front — Front, high-series cloth 40/20/40 split bench – 20% center under-seat storage, w/center armrest, cupholder and storage — Two-way adjustable driver/passenger headrests ●Sun visors – Color-coordinated cloth, both driver and passenger w/covered mirrors ●Window – rear, fixed privacy glass SAFETY/SECURITY ●Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals FUNCTIONAL ●Trailer Brake Controller ●Vehicle Integration System 2.0 JRSAB	$ 4,802.00	14.99%	$ 5,649.00
14	W5G.XLT.203	All XL content, plus: EXTERIOR ●Bumper – front, chrome ●Grille – bright chrome ●Halogen Fog lamps INTERIOR/COMFORT ●120V/400W Outlet dash mounted ●Auxiliary audio input jack ●Door-trim – soft armrest, grab handle, power window/lock switches and reflector; front and rear map pockets on Crew Cab ●Floor covering – color-coordinated full carpet ●Floor mats – color-coordinated carpet ●Seats, Front — Front, high-series cloth 40/20/40 split bench – 20% center under-seat storage, w/center armrest, cupholder and storage — Two-way adjustable driver/passenger headrests ●Sun visors – Color-coordinated cloth, both driver and passenger w/covered mirrors ●Window – rear, fixed privacy glass SAFETY/SECURITY ●Mirrors – manually telescoping/folding trailer tow with power/heated glass,heated convex spotter mirror, integrated clearance lamps/turn signals FUNCTIONAL ●Trailer Brake Controller ●Vehicle Integration System 2.0 JRSAB	$ 4,814.00	15.01%	$ 5,664.00
15	W5G.84CA	Wheel Base Option 84" Cab to Axle, 203" wheelbase	$ 2,047.00	35.00%	$ 3,149.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
16	GAS	7.3L 2V DEVCT NA PFI V8 Gas/TorqShift® Ten-Speed Automatic with Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take-Off Provision (Not available w/ [X4G] or [X5G] and 84CA.	$ (5,000.00)	0.00%	Credit
17	DSL	6.7L 4 Valve OHV Power Strokebutton ® V8 Turbo Diesel B20 with manual push-button Engine-Exhaust Braking/TorqShift® Ten-Speed Automatic Selectable Drive Modes: Normal, Eco, Slippery Roads, Tow/Haul, Trail (4x2), Off-Road (4x4) w/Transmission Power Take off Provision. Included on F550 F600	Included	0.00%	Included
18	X4L	4.30 Ratio Limited Slip Rear Axle (Opt on 350 DRW 7.3L; req 535 or 67P for 450 Diesel)	$ 393.00	0.50%	$ 395.00
19	X4N	4.10 Ratio Limited Slip Rear Axle (Opt on 350 DRW/450/550 Diesel)	$ 393.00	0.50%	$ 395.00
20	942	Daytime Running Lamps, configurable on headlight switch.	Standard	0.50%	Standard
21	X8L	4.88 Limited Slip Rear axle (Opt on 450/550 7.3L)	$ 393.00	0.50%	$ 395.00
22	64K	17" Argent Painted Steel (Hub Covers/Center Ornaments not included)	Standard	0.00%	Standard
23	64J	17" Forged Polished Aluminum w/Bright Hub Covers/Center Ornaments (4 aluminum outer and 2 steel inner; Opt on 350 DRW)	$ 597.00	0.50%	$ 600.00
24	64F	18" Argent Painted Steel w/Painted Hub Cover/Center Ornaments (Standard on SRW)	Standard	0.00%	Standard
25	648	18" Sparkle Silver Painted Cast Aluminum w/Bright Hub Covers/Center Ornaments	Standard	0.00%	Standard
26	64Z	19.5" Argent Painted Steel (19.5"x 6")	Standard	0.00%	Standard
27	64B	19.5" Argent Painted Steel (19.5"x 6.75")	Standard	0.00%	Standard
28	64D	19.5" Forged Polished Aluminum w/Bright Hub Covers/Center Ornaments (19.5" x 6"; Opt on 450/550 XLT)	$ 1,090.00	0.50%	$ 1,095.00
29	64M	19.5" Forged Polished Aluminum w/Bright Hub Covers/Center Ornaments (19.5" x 6.75"; Opt on 600)	$ 1,090.00	0.50%	$ 1,095.00
30	TD8	LT245/75Rx17E BSW A/S PLU	Standard	0.00%	Standard
31	TBM	LT245/75Rx17E BSW A/T (Opt on 350 DRW)	$ 164.00	0.50%	$ 165.00
32	TCH	LT275/65Rx18E BSW A/S	Standard	0.00%	Standard
33	TDX	LT275/70Rx18E BSW A/T Plus, 4X4 (Opt on 350 SRW)	$ 264.00	0.50%	$ 265.00
34	TD5	245/70RX19.5G BSW A/P	Standard	0.00%	Standard
35	TGM	225/70Rx19.5G BSW Traction (includes 4 traction tires on the rear and 2 A/P tires on the front; Opt on 450/550)	$ 189.00	0.50%	$ 190.00
36	TGK	225/70Rx19.5G BSW Traction, 4X4 (includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH; Opt on 450/550)	$ 214.00	0.50%	$ 215.00
37	TGT	245/70RX19.5 BSW Traction (includes 6 traction tires; Opt on 600)	$ 214.00	0.50%	$ 215.00
38	TGU	245/70Rx19.5 BSW Traction (includes 4 traction tires on the rear and 2 A/P tires on the front; Opt on 600)	$ 189.00	0.50%	$ 190.00
39	512	Spare Tire, Wheel and Jack (Excludes carrier; includes Hydraulic Jack (61J); required in RI)	$ 348.00	0.50%	$ 350.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
40	61J	Jack (Three-ton Mechanical – F-350 SRW / Four-ton Hydraulic – F-350 DRW / Six-ton Hydraulic – F-450, F-550 & F-600) (required in RI)	$ 55.00	0.50%	$ 55.00
41	51D	Spare Tire and Wheel Delete (only available to Pool Accounts for sales to RI)	$ 85.00	0.50%	$ 85.00
42	96V	XL CHROME PACKAGE (96V) Availability: ●Optional on XL Includes: ●Bright chrome hub covers and center ornaments (F-350 SRW only) ●Chrome front bumper ●Bright Grille ●Privacy Glass with Power Sliding Rear Glass w/ Rear Window Defrost (SuperCab and Crew Cab only ●Remote Start ●Halogen Fog Lamps	$ 423.00	0.50%	$ 425.00
43	17v Crew	XLT VALUE PACKAGE (17V) Availability: ●Optional on XLT Includes: ●Autolock/Auto unlock NC ●Electrochromic Rear View Mirror [BSBAF] ●Power Driver's Seat (eight-way) ●Heated Driver Seat (NA w/ Regular Cab) ●Rear Window Defrost ●Remote Start ●Power Adjustable Pedals	$ 2,144.00	0.50%	$ 2,155.00
44	67H	HEAVY-SERVICE FRONT SUSPENSION PACKAGE (67H) Usage: ●Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). Not available with: ●Ambulance Prep Packages (47A/47L), Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J), Snow Plow Prep Package (473) or Extra Heavy-Service Suspension Package(67X) ●F-600A Includes: ●Heavy-service front springs. (Pre-selected. See Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations.) NOTE 1: May result in a deterioration of ride quality. NOTE 2: Vehicle ride height will increase w/the addition of this package	$ 124.00	0.50%	$ 125.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
45	67X	EXTRA HEAVY-SERVICE SUSPENSION PACKAGE (67X) Usage: ●Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). Not available with: ●Ambulance Prep Packages (47A/47L), Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J), Snow Plow Prep Package (473) or Heavy-Service Front Suspension Package(67H) ●F-600A Includes: ●Extra heavy-service front springs (Pre-selected. See Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations.) NOTE 1: May result in a deterioration of ride quality. NOTE 2: Vehicle ride height will increase w/the addition of this package	$ 124.00	0.50%	$ 125.00
46	67P	EXTRA HEAVY DUTY FRONT END SUSPENSION – 7500 GAWR (67P) Availability: ●Optional on F-450 or F-550/Standard on F-600 Usage: ●Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer Not available with: ●Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X) or Snow Plow Prep Package (473) Includes: ●(3) Unique Front Axle — 7500 LB GAWR for 4x2 Chassis — 7500 LB GAWR for 4x4 Chassis @ 4.30 Ratio — 7500 LB GAWR for 4x4 Chassis @ 4.88 Ratio ●Max 7500 lbs. Front Springs/GAWR rating for configuration selected	$ 284.00	0.50%	$ 285.00
47	68D	PAYLOAD DOWNGRADE PACKAGE (68D) Availability: ●Optional F-450 and F-550 Not available with: ●F-350 ●Trailer Tow Package – High Capacity (535) on F-550 Includes: ●15,000 lbs. Gross Vehicle Weight Rating (F-450 Only) ●17,500 lbs. Gross Vehicle Weight Rating (F-550 Only)	No Charge	0.00%	No Charge
48	68L	16,000 GVWR PACKAGE (68L) Availability: ●Optional on all F-450 Chassis Cabs Includes: ●Provides 16,000 lbs. Gross Vehicle Weight Rating	No Charge	0.00%	No Charge

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
49	68U	PAYLOAD UPGRADE PACKAGE (68U) Availability: ●Optional on XL and XLT F-550 Chassis Cabs 145" wheelbase with7.3L Gas engine (99N) Requires: ●4.88 Limited-slip rear-axle (X8L) Includes: ●Increased GVWR to 19,000 lbs. ●Upgraded frame ●Upgraded rear-axle	$ 811.00	0.50%	$ 815.00
50	68H	Payload Plus Upgrade Package 2 (19,550 lbs. GVWR) (avail. on F-550 only; req. Trailer Tow Package – High Capacity (535) on 6.7L Diesel (99T)) Note: Ford is restricting sales of 6.7L Diesel (99T) on F-550 with Payload Plus Upgrade Package 2 (68H) and F-600 6.7L Diesel (99T) to customers for registration outside of California.	$ 1,149.00	0.50%	$ 1,155.00
51	473	SNOW PLOW PREP PACKAGE (473) Availability: ●Optional on all Chassis Cabs Not available with: ●Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X), Ambulance Prep Packages (47A/47L) or Fire/Rescue Prep Package w/EPA Special Emissions–For Diesel Engine (47J) or Extra Heavy Duty Front End Suspension (67P) Requires: ●4x4 (F-350 only) Includes: ●Alternator: 7.3L – 250 Amp Alternators (67E) ●Alternator: 7.3L – 350 Amp Alternator (67A) w/ Dual Battery (86M) ●Alternator: 6.7L – 350 Amp Alternators (67A) ●Pre-selected springs (See Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations) Options Available: (Highly recommended for max power output) ●410 Amp Alternators (67B) NOTE 1: Restrictions apply; see Supplemental Reference orBody Builders Layout Book for details. NOTE 2: Also allows for the attachment of a winch NOTE 3: Highly recommended to add (86M) dual battery on 7.3L gas engine	$ 348.00	0.50%	$ 350.00
52	534	COMPLETE TRAILER TOW PACKAGE – HD Availability: Installed and Certified by Body Modifier ● Optional on XL, XLT, Includes trailer plug 6 or 7 way ● Includes Tow Capacity matched hardware pack: Class IV Ball Mount, 2 5/16" Ball, Sleeve reducer, pin and clip ● Recommend Locking Differential , Includes (52B) electric Brake controller	$ 1,985.00	0.50%	$ 1,995.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
53	535	TRAILER TOW PACKAGE – HIGH CAPACITY (535) Availability: ●Optional on all F-450 and F-550 Requires: ●6.7L Power Stroke® Diesel engine (99T) ●Payload Plus Upgrade Pkg (68H) on F-550 Includes: ●Trailer brake wiring kit ●Increase GCW on diesel engine from 32,500 lbs. to 35,000 lbs. (F-450) ●Increase GCW on diesel engine from 32,500 lbs. to 40,000 lbs. (F-550) ●Upgraded rear-axle	$ 577.00	0.50%	$ 580.00
54	86S	LOW DEFLECTION SPACER (86S) Availability: ●Optional on F-450, F-550 and F-600 Chassis Cabs Not available with: ●4x4 w/145” WB ●F-600 w/ 145” WB, 4x2 Usage: ●Recommended for rear-biased loading, such as wrecker/retrieverapplications Includes: ●2” spacer blocks	$ 109.00	0.50%	$ 110.00
55	98G	CNG/Propane GASEOUS ENGINE PREP PACKAGE (98G) Availability: ●Optional on all XL and XLT F-450, F-550 and F-600 Requires: ●7.3L Gas engine (99N) ●Regular Cab Includes: ●Hardened Engine Intake Valves and Valve Seats NOTE: This package does not include CNG/Propane fuel tanks,lines, etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with Certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/Propane fueled vehicle. See Alternative Fuel Buyers Guide: www.ford.com/altfuelbuyersguide Ford Motor Company does not provide an exhaust or evaporative emissions certificate with this option when converted to use CNG or Propane fuel. Ford does not represent that a vehicle converted to use CNG or Propane will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or Propane complies with U.S. Federal, California or Canadian exhaust and evaporative emission requirements, Federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements	$ 313.00	0.50%	$ 315.00
56	63C	Aft-Axle Frame Extension (req. 145” or 169” wheelbase) – F-450/F-550/F-600 only (145” Wheelbase/60” CA – 42.4” aft-of-axle frame extension increases AF dimension to 89.4”) (169” Wheelbase/84” CA – 32.4” aft-of-axle frame extension increases AF dimension to 79.6”)	$ 114.00	0.50%	$ 115.00
57	41H	Engine Block Heater	$ 249.00	0.50%	$ 250.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
58	86K	Programmable Engine Idle Shutdown Timer Note: Selection of this option enables the driver to select a time period between 1 to 30 minutes before the engine will shut off after idling. There will not be an option to override this timing. Customers needing to idle their vehicles for longer periods should not select this option	$ 249.00	0.50%	$ 250.00
59	41P	Skid Plates – Transfer Case (4X4 only)	$ 149.00	0.50%	$ 150.00
60	60X	Automated Emergency Braking (AEB) Removal (removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)	No Charge	0.00%	No Charge
61	43K	Pro Power Onboard – 2kW (reqs. Dual Battery (86M)) Note: Rear outlet to be installed on rear curbside of body unless noted otherwise.	$ 980.00	0.50%	$ 985.00
62	86M	Dual Battery (Dual Battery – 68 AH/65 AGM; incl. with 6.7L Diesel; std on 7.3L Gas w/ 120V/400W Outlet (43C) or w/ Ambulance Pkg. (47A/47L))	$ 209.00	0.50%	$ 210.00
63	67A	350 Amp Dual Alternators (190 + 160; Gas req 86M or 473 & 86M; Diesel req 473 or 43C or both)	Standard	0.00%	Standard
64	67B	410 Amp Dual Alternators (250 + 160; Gas req 86M & 43C or EV packages; Diesel req 41A or EV package)	$ 114.00	0.50%	$ 115.00
65	65M	26.5 Gallon Mid Ship (NA w/193" WB Regular Cabs & 203.4" WB Crew Cabs equipped w/gas engines; removes 40 gallon fuel tank)	$ 124.00	0.50%	$ 125.00
66	65C	Dual Diesel – combines 40 gallon aft-of-axle & 26.5 gallon mid ship tank (req. DRW)	$ 622.00	0.50%	$ 625.00
67	54F	Power-folding with Autofold, PowerScope® Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, Utility Lighting System (LED Side-mirror Spotlights)	$ 279.00	0.50%	$ 280.00
68	18B	Platform Running Boards	$ 318.00	0.50%	$ 320.00
69	18B Crew	Platform Running Boards	$ 443.00	0.50%	$ 445.00
70	59H	Center High-Mounted Stop Lamp (CHMSL)	No Charge	0.00%	No Charge
71	153	Front License Plate Bracket	No Charge	0.00%	No Charge
72	872	Rear View Camera and Prep Kit (includes camera, wiring bundle, and Vendor	$ 711.00	0.50%	$ 715.00
73	166	Carpet Delete (Standard on XL; XLT & Lariat replaced w/black flooring)	$ 50.00	0.50%	$ 50.00
74	52S	Interior Work Surface (req. 40/20/40)	$ 139.00	0.50%	$ 140.00
75	41A	Rapid-Heat Supplemental Cab Heater	$ 249.00	0.50%	$ 250.00
76	43C	110V/400W Outlet (with 40/20/40 seats, there is one in-dash mounted outlet; 2nd outlet in the console req. 40/Console/40 seats; req. 332 Amp Alternator (67A) when 6.7L Power Stroke® Diesel engine is ordered and the 397 Amp Alternators (67B) when 7.3L Gas is ordered; std on 7.3L Gas w/ Dual Battery (86M)	$ 224.00	0.50%	$ 225.00
77	1S CREW	Cloth 40/20/40 Split Bench - Crew Cab (XL Only)	$ 313.00	0.50%	$ 315.00
78	LS	Vinyl, 40/Mini Console/40	$ 353.00	0.50%	$ 355.00
79	4S CREW	Cloth 40/Mini-Console/40 - Crew	$ 612.00	0.50%	$ 615.00
80	2	Cloth, 40/Console/40 (XLT Super and Crew only)	$ 299.00	0.50%	$ 300.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
81	47A	AMBULANCE PREP PACKAGE (47A) Availability: ●Optional on XL and XLT (Fleet Only) Usage: ●Incomplete vehicle package – req. further manufacture andcertification by a final stage manufacturer ●Ford vehicles are suitable for producing ambulances only ifequipped w/the Ford Ambulance Prep Package. In addition, Fordurges ambulance manufacturers to follow the recommendations ofthe Ford Incomplete Vehicle Manual and the Ford Truck BodyBuilders Layout Book (and pertinent supplements). ●Using a Ford vehicle without the Ford Ambulance Package toproduce an ambulance voids the Ford warranty Not available with: ●Snow Plow Prep Package (473), Heavy-Service Front SuspensionPackage (67H), Extra Heavy-Service Suspension Package (67X),Ambulance Prep Package w/Special Emissions (47L) orFire/Rescue Prep Package w/EPA Special Emissions – For DieselEngine (47J) Requires: ●6.7L Power Stroke® Diesel engine (99T) or 7.3L Gas engine (99N) Includes: ●410 Amp Alternator (67B) ●Upgraded Front Springs / GAWR rating (F-450, F-550, F-600) ●5250 to 5990 lbs. Max Front Springs / Front GAWR (F-350) ●4.10 Limited-slip "Wide track" axle included w/F-350 DRW (X4W) –6.7L Power Stroke® Diesel engine (99T) only Options Available: ●"Standard" width 4.10 Limited-slip rear-axle w/DRW (X4N) NOTE: Stationary Elevated Idle Control (SEIC) has beenintegrated into the engine control module.	$ 1,199.00	0.50%	$ 1,205.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
82	47J	FIRE/RESCUE PREP PACKAGE W/EPA SPECIAL EMISSIONS – FOR DIESEL ENGINE (47J) Availability: ●Optional on XL and XLT (Fleet Only) Usage: ●Incomplete vehicle package – req. further manufacture andcertification by a final stage manufacturer Not available with: ●Snow Plow Prep Package (473), Heavy-Service Front SuspensionPackage (67H), Extra Heavy-Service Suspension Package (67X) or Ambulance Prep Packages (47A/47L) Requires: ●6.7L Power Stroke® Diesel engine (99T) Includes: ●410 Amp Alternator (67B) ●Upgraded Front Springs / GAWR rating NOTE 1: Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module. NOTE 2: Engine Calibration significantly reduces the possibility of depower mode when in stationary PTO operation NOTE 3: Must meet the definition of an Emergency Vehicle, "an Ambulance or Fire Truck" per 40 CFR 86.1803.01 in the Federal Register. NOTE 4: California Code of Regulations allows for the sale of Federally certified emergency vehicles in California.	$ 1,199.00	0.50%	$ 1,205.00
83	927	Speed Limitation – 75-mph governed top speed	$ 80.00	0.50%	$ 80.00
84	76C	Exterior Backup Alarm, may be dealer installed	$ 174.00	0.50%	$ 175.00
85	61S	Splash Guards/Mud Flaps – Front only (optional on F-350 only; SRW only on XL and XLT)	$ 75.00	0.50%	$ 75.00
86	945	Stainless Steel Wheel Covers – Front & Rear (NA F-350 SRW; req. 64K 17" Argent Painted Steel Wheel or 64Z 19.5" Argent Painted Steel Wheel)	$ 478.00	0.50%	$ 480.00
87	61L	Wheel Well, Front	$ 179.00	0.50%	$ 180.00
88	AS	HD Vinyl, 40/20/40 Split Bench w/center armrest, cupholder and storage; manual lumbar (driver's side only)	Standard	0.00%	Standard
89	Exterior Paint	Option	Contract	Disc	Msrp
90	Color 1	Agate Black Metallic Code:[UM]	No Charge	0.00%	No Charge
91	Color 2	Argon Blue Metallic Code: (e9)	$ 395.00	0.00%	$ 395.00
92	Color 3	Carbonized Gray Metallic Code:[M7]	No Charge	0.00%	No Charge
93	Color 4	Avalanche Code:[DR]	$ 395.00	0.00%	$ 395.00
94	Color 5	Oxford White Code:[Z1]	No Charge	0.00%	No Charge
95	Color 6	Race Red Code:[PQ]	$ 395.00	0.00%	$ 395.00
96	Color 7	March Gray:[T9]	$ 495.00	0.00%	$ 495.00
97	Color 8	Green Code:[GR]	$ 657.00	0.50%	$ 660.00
98	Color 9	Green Gem Code:[W6]	$ 657.00	0.50%	$ 660.00
99	Color 10	Orange Code:[MB]	$ 657.00	0.50%	$ 660.00
100	Color 11	School Bus Yellow Code:[BY]	$ 657.00	0.50%	$ 660.00
101	Color 12	Vermillion Red Code:[E4]	$ 657.00	0.50%	$ 660.00
102	Color 13	Yellow Code:[AT]	$ 657.00	0.50%	$ 660.00
103	2 TONE	Two-tone paint scheme available as a sublet service based on quote from local body shop at $200 per labor hours. Quote will require agency pictures. Ten hours minimum shown in price display.	$ 2,000.00	0.00%	Quoted

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
104	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	0.00%	$ 625.00
105	KNAP SB	KNAPHEIDE	Contract Price	%	MSRP
106	KSB 10	9' Knapheide 6108D54 DRW 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 15,671.00	26.00%	
107	KSB 11	9' Knapheide 6108D54F DRW Flip Top 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 17,246.00	26.00%	
108	KSB 12	9' Knapheide 6108D54F40 DRW Flip Top 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 17,246.00	26.00%	
109	KSB 13	9' Knapheide 6108D54H46 DRW 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 17,183.00	26.00%	
110	KSB 14	9' Knapheide 6108D54H60 DRW 60" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 18,191.00	26.00%	
111	KSB 15	11' Knapheide 6132D54 DRW 84" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 18,569.00	26.00%	
112	KSB 16	11' Knapheide 6132D54F DRW Flip Top 84" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 20,585.00	26.00%	
113	KSB 17	11' Knapheide 6132D54H46 DRW 84" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 20,333.00	26.00%	
114	KSB 18	11' Knapheide 6132D54H60 DRW 84" CA (Steel) Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 21,089.00	26.00%	
115	KSB 25	Knapheide Alluminum Service Body: A6110D54-2 60" CA &"for DRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 20,459.00	26.00%	
116	KSB 26	Knapheide Alluminum Service Body: A6110D54F FLIP TOP 60" CA &"for DRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 23,483.00	26.00%	
117	KSB 27	Knapheide Alluminum Service Body: A6132D54-2 84" CA &"for DRW Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 23,735.00	26.00%	
118	ESB	DESCRIPTION	Contract Price	%	MSRP
119	ESB 8	9FT DRW Enclosed Service Body, Knapheide Kc108L2094, 51" Interior Heightincludes Step Bumper, Masterlock, Led Taillights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors, Solid Rear Doors For Drw 60"Ca Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 23,205.00	20.00%	

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
120	ESB 9	9FT DRW Enclosed Service Body, Knapheide Kc108M2094, 61" Interior Heightincludes Step Bumper, Masterlock, Led Taillights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors, Solid Rear Doors For Drw 60"Ca Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 23,625.00	20.00%	
121	ESB 10	9FT DRW Enclosed Service Body, Knapheide Kc108H2094, 73" Interior Heightincludes Step Bumper, Masterlock, Led Taillights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors, Solid Rear Doors For Drw 60"Ca Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 24,105.00	20.00%	
122	ESB 11	11FT DRW Enclosed Service Body, Knapheide Kc132L2094, 51" Interior Heightincludes Step Bumper, Masterlock, Led Taillights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors, Solid Rear Doors For 84" Ca Chassis Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 25,905.00	20.00%	
123	ESB 12	11FT DRW Enclosed Service Body, Knapheide Kc132M2094, 61" Interior Heightincludes Step Bumper, Masterlock, Led Taillights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors, Solid Rear Doors For 84" Ca Chassis Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 26,385.00	20.00%	
124	ESB 13	11 FT DRW Enclosed Service Body, Knapheide Kc132H2094, 73" Interior Heightincludes Step Bumper, Masterlock, Led Taillights, Exterior Paint, Interior Dome Light & (2) Rear Shelf Doors, Solid Rear Doors For 84" Ca Chassis Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 26,925.00	20.00%	
125	ESBS 9	HD Spray in Bedliner for 8' Enclosed Service Body, Includees Floor and 16" up side walls	$ 1,134.00	40.00%	$ -
126	ESBS 11	HD Spray in Bedliner for 9' Enclosed Service Body, Includees Floor and 16" up side walls	$ 1,225.00	40.00%	DIO
127	ESBS 12	HD Spray in Bedliner for 11' Enclosed Service Body, Includees Floor and 16" up side walls	$ 1,365.00	40.00%	DIO
128	SBO	Service Body Options	Contract Price	%	MSRP
129	SBO 1	Factory Camera Install (REQ. Oem Camera Kit (872))	$ 238.00	36.00%	DIO
130	SBO 2	Replace Camera	$ 340.00	36.00%	DIO
131	SBO 3	Masterlock 8'-9'	$ 789.00	36.03%	DIO
132	SBO 4	Masterlock 11'	$ 884.00	36.00%	DIO
133	SBO 5	Codeable Padlocks (Each)	$ 82.00	36.67%	DIO
134	SBO 6	Compartment Lights 8'-9'	$ 680.00	36.00%	DIO
135	SBO 7	Compartment Lights 11'	$ 816.00	36.00%	DIO
136	SBO 8	Led Taillights	$ 612.00	36.00%	DIO
137	SBO 9	Electric Locks 8'-9'	$ 2,244.00	36.00%	DIO
138	SBO 10	Electric Locks 11'	$ 2,346.00	36.00%	DIO
139	SBO 11	Single Point T Handles 8'-9'	$ 544.00	36.00%	DIO
140	SBO 12	Single Point T Handles 11'	$ 748.00	36.00%	DIO
141	SBO 13	3 Point T Handles 8'-9'	$ 748.00	36.00%	DIO
142	SBO 14	3 Point T Handles 11'	$ 1,054.00	36.00%	DIO
143	SBO 15	D Rings In Cargo Area	$ 558.00	36.10%	DIO
144	SBO 16	Paint Compartment Interior	$ 2,584.00	36.00%	DIO
145	SBO 17	Replace Camera (Liftgate & Utility Installs)	$ 340.00	36.00%	DIO
146	SBO 18	6 Drawer Mechanics Toolbox	$ 3,876.00	36.00%	DIO

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147	SBO 19	Cone Holder Light	$ 238.00	36.00%	DIO
148	SBO 20	Heavy Duty Fold Down Cone Holder	$ 462.00	35.88%	DIO
149	SBO 21	Pull Out Shelves Each	$ 748.00	36.00%	DIO
150	SBO 22	Pull Out Tray	$ 1,496.00	36.00%	DIO
151	SBO 23	Stationary Shelves- Vertical	$ 129.00	35.79%	DIO
152	SBO 24	Stationary Shelves- Horizontal	$ 258.00	35.79%	DIO
153	SBO 25	Spare Tire Retainer	$ 224.00	35.76%	DIO
154	SBO 26	3rd Clear Light Housing, each side of Service Body, for additional Corner Lighting	$ 136.00	36.00%	DIO
155	SBO 27	Paint in any color other than White; base coat clear coat	$ 2,856.00	36.00%	DIO
156	SBO 28	Treadplate Overlay Compartment Tops	$ 2,394.00	36.02%	DIO
157	SBO 29	Treadplate Overlay Cargo Area	$ 2,394.00	36.02%	DIO
158	SBO 30	Aluminum Grabhandles (2)	$ 306.00	36.00%	DIO
159	SBO 31	Cable Step	$ 333.00	35.92%	DIO
160	SBO 32	Single Ladderrack	$ 918.00	36.00%	DIO
161	SBO 33	Over Cab Material Rack Steel 8-9' Utilities	$ 2,720.00	36.00%	DIO
162	SBO 34	Over Cab Material Rack Steel 11' Utilities	$ 3,128.00	36.00%	DIO
163	SBO 35	Over Cab Material Rack Steel With Basket- 8-9' Utilities	$ 3,672.00	36.00%	DIO
164	SBO 36	Over Cab Material Rack Steel With Basket- 11' Utilities	$ 4,012.00	36.00%	DIO
165	SBO 37	Over Cab Material Rack Aluminum- 8-9' Utilities	$ 3,536.00	36.00%	DIO
166	SBO 38	Over Cab Material Rack Aluminum- 11' Utilities	$ 4,012.00	36.00%	DIO
167	SBO 39	Over Cab Material Rack 8' With Basket Aluminum	$ 4,216.00	36.00%	DIO
168	SBO 40	Over Cab Material Rack 11' With Basket Aluminum	$ 4,624.00	36.00%	DIO
169	SBO 41	Cab Guard/Window Guard Backrack	$ 986.00	36.00%	DIO
170	SBO 42	Cab Guard Sterling Or Similar	$ 1,292.00	36.00%	DIO
171	SBO 43	Aluminum Cab Guard	$ 1,564.00	36.00%	DIO
172	SBO 44	Light Bar Mount	$ 163.00	35.83%	DIO
173	SBO 45	Igloo Cooler Mount	$ 245.00	36.11%	DIO
174	SBO 46	Igloo Cooler	$ 129.00	35.79%	DIO
175	SBO 47	6" Wilton Vise	$ 911.00	35.97%	DIO
176	SBO 48	Vise Bracket	$ 238.00	36.00%	DIO
177	SBO 49	Mud & Stone Guard	$ 340.00	36.00%	DIO
178	SBO 50	E Track In Cargo Area, Both Sides	$ 653.00	36.04%	DIO
179	SBO 51	3 Tool Shovel Rack	$ 381.00	36.07%	DIO
180	SBO 52	Tailshelf Bumper 16"	$ 3,196.00	36.00%	DIO
181	SBO 53	21" Workbench Storage Bumper	$ 4,216.00	36.00%	DIO
182	SBO 54	60" Raised Bottle Gas Compartment	$ 2,380.00	36.00%	DIO
183	SBO 55	Knapheide Factory Paint for service body which includes interiors	$ 2,720.00	36.00%	DIO
184	SBO 56	Lube Skid; 3 New Oils & 1 Waste	$ 23,800.00	36.00%	DIO

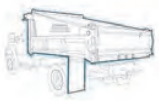
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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
185	SBO 57	Vanair Pro Compressor/Generator, 20 Cfm, 5000 Watt : Rugged, dependable, and easily transportable, the Vanair® Contractor provides you with 20 CFM of air power and 5kW of peak AC generator power for all your tough job site needs. Available with a control panel on the unit with two outlets or a remote mountable control panel for effortless and convenient accessibility. SPECIFICATIONS: Engine: Kohler® 14 HP or Vanair® VNR680 20 HP Reciprocating Compressor Generator Wattage: 4.2kW Continuous 120V/240V Maximum Rated PSI: 150 PSI CFM Rating: 20 CFM Air Storage Capacity: 10 Gal., 30 Gal., or Skid Drive System: Dual V-Belt Fuel Capacity (Gal.): Kohler® 14 HP - 1.9 Gal. Vanair® VNR680 20 HP - 11 Gal.	$ 11,696.00	36.00%	
186	SBO 58	20 Cfm Gas Air Compressor And Reel	$ 8,704.00	36.00%	DIO
187	SBO 59	VMAC VR70 Air Compressor * Output Up to 70 CFM* @ 100 psi (175 psi max) Air Compressor Type * Belt-driven, 100% duty cycle, VMAC oil-injected rotary screw Total System Weight (wet) * Approximately 150 lb (68 kg) Control Box * LCD display * Service notifications * Displays error messages and stores error codes * System temperature Throttle Control * Variable speed; digital throttle control connects to OBD2 CAN bus connector**; adjusts truck engine speed automatically to match air demand Safety System * Electro-magnetic clutch * Compressor over-temp sensor * Automatic rapid blow-down valve on tank * 200 psi pressure relief valve * Truck drive disable circuit on throttle control * Truck park brake safety shut-off switch on control box Warranty Two years on all major components; VMAC air-ends are covered by VMAC's Lifetime Warranty (Limited)	$ 22,916.00	36.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
188	SBO 60	DIESEL CHASSIS, VMAC VR70 Air Compressor * Output Up to 70 CFM* @ 100 psi (175 psi max) Air Compressor Type * Belt-driven, 100% duty cycle, VMAC oil-injected rotary screw Total System Weight (wet) * Approximately 150 lb (68 kg) Control Box * LCD display * Service notifications * Displays error messages and stores error codes * System temperature Throttle Control * Variable speed; digital throttle control connects to OBD2 CAN bus connector**; adjusts truck engine speed automatically to match air demand Safety System * Electro-magnetic clutch * Compressor over-temp sensor * Automatic rapid blow-down valve on tank * 200 psi pressure relief valve * Truck drive disable circuit on throttle control * Truck park brake safety shut-off switch on control box Warranty Two years on all major components; VMAC air-ends are covered by VMAC's Lifetime Warranty (Limited)	$ 24,480.00	36.00%	
189	SBO 61	Vmac Dtm70 Pto/Compressor, 70 Cfm The VMAC DTM70 air compressor is a direct-transmission mounted PTO driven air compressor that provides up to 70 CFM. The DTM70 system is the best choice for fleet managers and owners who are concerned with saving space and reducing weight on their service trucks. This powerful rotary screw air compressor is ideal for operating small to medium sized air tools with high air demand, including 1" impact wrenches, 60 lb jackhammers, backfill tampers, vertical/horizontal grinders, and sanders. VMAC engineers truck mounting kits for the easiest possible installation. Working closely with leading truck manufacturers, VMAC ensures that mounting kits do not affect OEM warranties.	$ 25,772.00	36.00%	
190	SBO 62	Direct-Transmission Mounted PTO Driven Multi-Power System The VMAC DTM70-H multi-power system is a direct-transmission mounted PTO driven air compressor with a hydraulic pump. The DTM70-H system is the best choice for fleet managers and owners who need to save space, reduce weight, and use air and hydraulic power at the same time. The DTM70-H multi-power system allows customers to simultaneously operate small to medium sized air tools alongside a hydraulic crane or other equipment.	$ 30,260.00	36.00%	
191	SBO 63	Reel & Filter Regulator	$ 1,326.00	36.00%	DIO
192	SBO 64	Spray Line Box Tops, Cargo Area, and service body tailgate for 8' service bodies	$ 1,496.00	36.00%	DIO
193	SBO 65	Spray Line Box Tops, Cargo Area, and service body tailgate for 9' service bodies	$ 1,496.00	20.00%	DIO
194	SBO 66	Spray Line Box Tops, Cargo Area, and service body tailgate for 11' service bodies (Add $600 For Enclosed Body)	$ 1,632.00	20.00%	DIO
195	SBO 67	Spray Line Service body bumper tops and sides. Does not include the lower body panel between tailgate and bumper (add $100)	$ 272.00	36.00%	DIO

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
196	SBO 68	Miller Bobcat 265 Gas Welder: Product Attributes Engine Type: Kohler Air Cooled Gasoline Engine 23.5hp, 2 cylinder Peak Auxiliary Power: 11000 W Continuous Auxiliary Power: 95000 W Weight: 382 lb Process » Air Carbon Arc (CAC-A) » Stick (SMAW) » MIG (GMAW) » Flux-Cored (FCAW) » DC TIG (GTAW) Fuel Capacity: 11 Gallon Physical Size: 26.5 in X 20.13 in X 37.06 in Output DC Amps Max: 265	$ 13,940.00	40.00%	
197	SBO 69	85 Gallon Fuel & Tool , Pump, 12' Hose	$ 3,944.00	40.00%	DIO
198	SBO 70	Service Body 100 Gal. Transfer Tank, Pump & 12' Hose	$ 3,808.00	40.00%	DIO
199	SBO 71	Digital Meter	$ 374.00	40.00%	DIO
200	SBO 72	Cone Holder Front Bumper, Standard Duty	$ 238.00	36.00%	DIO
201	SBO 73	Cone Holder Front Bumper, Heavy Duty	$ 462.00	35.88%	DIO
202	SBO 74	1300# Tommy Gate G260 1342 Tp27 Steel Platform Requires (31*) Ship Thru	$ 5,413.00	36.01%	DIO
203	SBO 75	1300# Tommy Gate G260 1342 Tp38 2 Piece Steel Requires (31*) Ship Thru	$ 5,610.00	36.00%	DIO
204	SBO 76	1300# Tommy Gate G260 1342 Ea27 Aluminum Requires (31*) Ship Thru	$ 6,494.00	36.00%	DIO
205	SBO 77	1300# Tommy Gate G260 1342 Ea38 Aluminum 2 Piece Requires (31*) Ship Thru	$ 6,800.00	36.00%	DIO
206	SBO 78	1300# Tommy Gate G260 1342 Ea48 2 Piece Aluminum Requires (31*) Ship Thru	$ 7,344.00	36.00%	DIO
207	SBO 79	1500# Tommy Gate G260 1642 Tp27 Steel Platform Requires (31*) Ship Thru	$ 5,610.00	36.00%	DIO
208	SBO 80	1500# Tommy Gate G260 1642 Tp38 2 Piece Steel Requires (31*) Ship Thru	$ 5,950.00	36.00%	DIO
209	SBO 81	1500# Tommy Gate G260 1642 Ea27 Aluminum Requires (31*) Ship Thru	$ 6,834.00	36.00%	DIO
210	SBO 82	1500# Tommy Gate G260 1642 Ea38 Aluminum 2 Piece Requires (31*) Ship Thru	$ 7,140.00	36.00%	DIO
211	SBO 83	1500# Tommy Gate G260 1642 Ea48 Aluminum 2 Piece Requires (31*) Ship Thru	$ 7,684.00	36.00%	DIO
212	CHIPPER	Chipper Body	Contract Price	%	MSRP
213	CHB 1	Knapheide Kfbs 1266 12' Chipper Body Includes 66" Interior, Ventilation Ports, 24" Barn Doors, Electric Hoist, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 33,941.00	26.00%	
214	CHB 2	Knapheide Kfbs 1472 14' Chipper Body Includes 66" Interior, Ventilation Ports, 24" Barn Doors, Electric Hoist, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 39,485.00	26.00%	
215	CHB 3	Blueridge 12C 12' Chipper Body Includes 66" Interior, Ventilation Ports, 24" Barn Doors, Electric Hoist, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 23,861.00	26.00%	
216	CHIPPER OPT	CHIPPER BODY OPTIONS	Contract Price	%	MSRP
217	CHBO 1	Chipper Body Option 1: Pto Hoist In Lieu Of Electric	$ 5,168.00	36.00%	DIO

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
218	CHBO 2	Chipper Body Option 1: 30" Underbody Box	$ 694.00	36.08%	DIO
219	CHBO 3	Chipper Body Option 1: 36" Underbody Box	$ 802.00	35.93%	DIO
220	CHBO 4	Chipper Body Option 1: 48" Underbody Box	$ 884.00	36.00%	DIO
221	CHBO 5	Chipper Body Option 1: Bumper Mount Cone Holder	$ 238.00	36.00%	DIO
222	CHBO 6	Chipper Body Option 1: Bumper Mount Heavy Duty Cone Holder	$ 462.00	35.88%	DIO
223	CHBO 7	Chipper Body Option 1: Igloo Holder	$ 245.00	36.11%	DIO
224	CHBO 8	Chipper Body Option 1: Igloo Cooler	$ 129.00	35.79%	DIO
225	FLATS	Flatbed Bodies	Contract Price	%	MSRP
226	FB1	Flatbed Body, Knapheide 9' Pvmxs for 60" Ca Includes Steel Flatbed, Steel Standard Duty Bulkhead With Window, Sides, Icc Underride & No Advertising Mud Flaps Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 10,820.00	26.00%	
227	FB2	Flatbed Body, Knapheide 12' Pvmxs for 84" Ca Includes Steel Flatbed, Steel Standard Duty Bulkhead With Window, Sides, Icc Underride & No Advertising Mud Flaps Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 12,080.00	26.00%	
228	Flatbed	FLATBED BODY OPTIONS	Contract Price	%	MSRP
229	FBO 1	Flatbed Body Option: Heavy Duty Bulkhead	$ 986.00	36.00%	DIO
230	FBO 2	Flatbed Body Option: Steel 30" Underbody Box	$ 870.00	35.94%	DIO
231	FBO 3	Flatbed Body Option: Steel 36" Underbody Box	$ 918.00	36.00%	DIO
232	FBO 4	Flatbed Body Option: Steel 48" Underbody Box	$ 1,068.00	36.05%	DIO
233	FBO 5	Flatbed Body Option: Steel 60" Underbody Box	$ 1,176.00	35.95%	DIO
234	FBO 6	Flatbed Body Option: Electric Hoist 9'-12' (615)	$ 6,120.00	36.00%	DIO
235	FBO 7	Flatbed Body Option: Electric Hoist 14'-16' (620)	$ 6,528.00	36.00%	DIO
236	FBO 8	Flatbed Body Option: Electric Hoist 16' Heavy Duty (628)	$ 8,092.00	36.00%	DIO
237	FBO 9	Flatbed Body Option: Pto In Lieu Of Electric (All)	$ 5,372.00	36.00%	DIO
238	FBO 10	Flatbed Body Option: Ratchet & Straps (Each)	$ 238.00	36.00%	DIO
239	FBO 16	2000# TOMMY GATE BOX TRUCK & FLATBED G292 2050 TP35	$ 7,113.00	36.00%	DIO
240	ALUM FLATS	Aluminum Flatbed Bodies	Contract Price	%	MSRP
241	ALFB 2	Aluminum Flatbed: Knapheide 9' Drw Alpb93 Includes Aluminum Flatbed, Aluminum Standard Duty Bulkhead With Window, Aluminum Stake Sides & Rear, Icc Underride & No Advertising Mud Flaps Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 15,734.00	26.00%	
242	ALFB 3	Aluminum Flatbed: Knapheide 12' Drw Alpb123 Includes Aluminum Flatbed, Aluminum Standard Duty Bulkhead With Window, Aluminum Stake Sides & Rear, Icc Underride & No Advertising Mud Flaps Requires (31*) Ship thru Second Stage Body Modifier. Includes weight slip, second stage MSO and body certification decal.	$ 17,687.00	26.00%	
243	AL OPT	Aluminum Box Options	Contract Price	%	MSRP
244	ALFBO 1	Aluminum 30" Underbody Box	$ 909.00	25.03%	DIO
245	ALFBO 2	Aluminum 36" Underbody Box	$ 969.00	25.03%	DIO
246	ALFBO 3	Aluminum 48" Underbody Box	$ 1,138.00	25.05%	DIO
247	ALFBO 4	Aluminum 60" Underbody Box	$ 1,169.00	25.03%	DIO
248	LANDSCAPE	Landscape Bodies	Contract Price	%	MSRP

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
249	LSC 1	12' 84" CA LANDSCAPE BODY INCLUDES 36" BEAVERTAIL, DUAL 5' RAMP, 14" EXPANDED SIDES BULKHEAD STORAGE, NO ADVERTISING MUD FLAPS	$ 18,695.00	26.00%	
250	landscape Opt	LANDSCAPE BODY OPTION	Contract Price	%	MSRP
251	LSCO 4	Dual Weedeater Rack	$ 1,063.00	25.06%	DIO
252	LSCO 5	Water Cooler And Rack	$ 800.00	25.00%	DIO
253	LSCO 6	Standard Duty Cone Holder	$ 844.00	25.04%	DIO
254	LSCO 7	Blower Rack	$ 981.00	24.97%	DIO
255	LSCO 8	36" Underbody Box	$ 1,081.00	24.97%	DIO
256	DUMP	Dump Bodies	Contract Price	%	MSRP
257	DB 1	Standard Dump Bodies. Godwin 9' 2 Yd- 13" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 20,585.00	26.00%	
258	DB 2	Standard Dump Bodies. Godwin 9' 3 Yd- 18" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 20,743.00	26.00%	
259	DB 3	Standard Dump Bodies. Godwin 11' 2 Yd- 13" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 21,215.00	26.00%	
260	DB 4	Standard Dump Bodies. Godwin 11' 3 Yd- 18" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 21,467.00	26.00%	
261	DB 5	KTEC Dump Bodies. Knapheide 9' 2 Yd- 13" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 23,231.00	26.00%	
262	DB 6	KTEC Dump Bodies. Knapheide 9' 3 Yd- 16" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 23,735.00	26.00%	
263	DB 7	KTEC Dump Bodies. Knapheide 11' 2 Yd- 13" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 23,987.00	26.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
264	DB 8	KTEC Dump Bodies. Knapheide 11' 3 Yd- 16" sides, includes Body, Electric Hoist, 1/4 Cab Guard, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps. Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 24,239.00	26.00%	
265	CD 1	Contractor Rectangle Trash Dump Body: Knapheide 9' 14" Sides- Light Duty Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 19,703.00	26.00%	
266	CD 2	Contractor Rectangle Trash Dump Body: Knapheide 12' 14" Sides- Light Duty Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 21,215.00	26.00%	
267	CD 3	Contractor Rectangle Trash Dump Body: Godwin 12' , 24" Sides- Heavy Duty Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 21,719.00	26.00%	
268	CD 7	Contractor Rectangle Trash Dump Body: Blueridge 9' 40" Sides Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 21,215.00	26.00%	
269	CD 8	Contractor Rectangle Trash Dump Body: Blueridge 12' 40" Sides Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 22,223.00	26.00%	
270	ALCB 1	Aluminum Contractor Body With 40" Sides & Barn Doors: Blueridge Aluminum 9' 40" Sides Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 24,617.00	26.00%	
271	ALCB 2	Aluminum Contractor Body With 40" Sides & Barn Doors: Blueridge Aluminum 12' 40" Sides Includes Body, Electric Hoist, Bulkhead, Ground Control Manual Tarp With Arms, Icc Underride, No Advertising Mud Flaps Requires (31*) Ship Thru Second Stage Body Modifier. Includes Weight Slip, Second Stage Mso And Body Certification Decal.	$ 26,003.00	26.00%	

272	Dump Opt	DUMP BODY OPTION	Contract Price	%	MSRP
273	DBO 1	Dump Body Options: Fold Down Sides Standard Dump & Contractor 14" Sides	$ 1,219.00	25.03%	DIO
274	DBO 2	Dump Body Options: Side Door In Contractor 40" Body	$ 2,313.00	25.03%	DIO
275	DBO 3	Dump Body Options: Electric Tarp In Lieu Of Ground Control	$ 938.00	25.07%	DIO
276	DBO 4	Dump Body Options: Pto Pump In Lieu Of Electric	$ 4,938.00	25.01%	DIO
277	DBO 5	Dump Body Options: 30" Steel Underbody Box	$ 800.00	25.00%	DIO
278	DBO 6	Dump Body Options: 36" Steel Underbody Box	$ 844.00	25.04%	DIO
279	DBO 7	Dump Body Options: 48" Steel Underbody Box	$ 981.00	24.97%	DIO
280	DBO 8	Dump Body Options: 60" Steel Underbody Box	$ 1,081.00	24.97%	DIO

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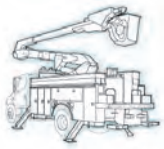
Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
281	DBO 9	Dump Body Options: 30" Aluminum Underbody Box	$ 909.00	25.03%	DIO
282	DBO 10	Dump Body Options: 36" Aluminum Underbody Box	$ 969.00	25.03%	DIO
283	DBO 11	Dump Body Options: 48" Aluminum Underbody Box	$ 1,138.00	25.05%	DIO
284	DBO 12	Dump Body Options: 60" Aluminum Underbody Box	$ 1,169.00	25.03%	DIO
285	DBO 13	Dump Body Options: Strobe Bar Provision On Cab Guard	$ 219.00	25.14%	DIO
286	DBO 14	Dump Body Options: Stirrup Step	$ 219.00	25.14%	DIO
287	DBO 15	Dump Body Options: Grab Handle	$ 306.00	24.90%	DIO
288	DBO 16	Dump Body Options: Water Cooler	$ 281.00	24.89%	DIO
289	DBO 17	Dump Body Options: Water Cooler Bracket	$ 119.00	25.26%	DIO
290	DBO 18	Dump Body Options: Cone Holder Front Bumper, Standard Duty	$ 225.00	25.00%	DIO
291	DBO 19	Dump Body Options: Cone Holder Front Bumper, Heavy Duty	$ 219.00	25.14%	DIO
292	GOOSENECK	GOOSENECK BODY	Contract Price	%	MSRP
293	GN 1	Knapheide 9' Pgtb (Lights In Bulkhead) A. RUB RAILS. installed on both sides of bodies for strap, side and stake pocket protection B. RUGGED 1/8” THICK TREAD PLATE FLOOR C. B&W TURNOVERBALL rated at 30,000 lbs. gross trailer weight, with 7500 lb. tongue weight D. BOLT ON RECEIVER HITCH Choose from 18K or 21K hitch, ordered separately to ship loose E. FORMED, INTEGRATED BULKHEAD: with stylized screened window and tapered design for improved visibility. F. 7-WAY TRAILER PLUG at rear of body G. DURABLE OVEN-CURED COAT finish painted black H. ALL LED CLEARANCE AND MARKER LIGHTS I. INTEGRATED OVAL LED B/U AND S/T/T LIGHTS: included in bulkhead and rear skirt	$ 10,127.00	26.00%	
294	GN 2	Knapheide 11' Pgtb (Lights In Bulkhead) A. RUB RAILS. installed on both sides of bodies for strap, side and stake pocket protection B. RUGGED 1/8” THICK TREAD PLATE FLOOR C. B&W TURNOVERBALL rated at 30,000 lbs. gross trailer weight, with 7500 lb. tongue weight D. BOLT ON RECEIVER HITCH Choose from 18K or 21K hitch, ordered separately to ship loose E. FORMED, INTEGRATED BULKHEAD: with stylized screened window and tapered design for improved visibility. F. 7-WAY TRAILER PLUG at rear of body G. DURABLE OVEN-CURED COAT finish painted black H. ALL LED CLEARANCE AND MARKER LIGHTS I. INTEGRATED OVAL LED B/U AND S/T/T LIGHTS: included in bulkhead and rear skirt	$ 10,253.00	26.00%	

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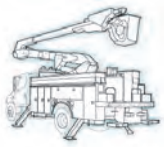
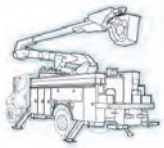
Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
295	GN 3	Knapheide 9' Pgtc (Skirted Body) A. SKIRTED GOOSENECK STYLING with integrated front and rear toolboxes B. RUB RAILS: installed on both sides of bodies for strap, side and stake pocket protection C. RUGGED 1/8" THICK TREAD PLATE FLOOR with 6" structural channel long sills (4" on 8' models) D. B&W TURNOVERBALL rated at 30,000 lbs. gross trailer weight, with 7500 lb. tongue weight E. BOLT ON RECEIVER HITCH Choose from 18K or 21K hitch, ordered separately to ship loose F. 7-WAY TRAILER PLUG at rear of body G. SAFETY CHAIN ATTACHMENT POINTS included in gooseneck box and at receiver hitch H. DURABLE OVEN-CURED COAT finish painted black I. ALL LED CLEARANCE AND MARKER LIGHTS for visibility and added safety J. INTEGRATED OVAL LED B/U AND S/T/T LIGHTS included in bulkhead and rear skirt K. CONTINUOUS STAINLESS STEEL HINGES are pry-proof and corrosion-resistant L. DOUBLE PANELED DOORS consist of 20-gauge, two sided A-40 galvanneal steel M. AUTOMOTIVE QUALITY, ROTARY-STYLE LATCHES make opening and closing easy	$ 13,907.00	26.00%	
296	GN 4	Knapheide 11' Pgtc (Skirted Body) A. SKIRTED GOOSENECK STYLING with integrated front and rear toolboxes B. RUB RAILS: installed on both sides of bodies for strap, side and stake pocket protection C. RUGGED 1/8" THICK TREAD PLATE FLOOR with 6" structural channel long sills (4" on 8' models) D. B&W TURNOVERBALL rated at 30,000 lbs. gross trailer weight, with 7500 lb. tongue weight E. BOLT ON RECEIVER HITCH Choose from 18K or 21K hitch, ordered separately to ship loose F. 7-WAY TRAILER PLUG at rear of body G. SAFETY CHAIN ATTACHMENT POINTS included in gooseneck box and at receiver hitch H. DURABLE OVEN-CURED COAT finish painted black I. ALL LED CLEARANCE AND MARKER LIGHTS for visibility and added safety J. INTEGRATED OVAL LED B/U AND S/T/T LIGHTS included in bulkhead and rear skirt K. CONTINUOUS STAINLESS STEEL HINGES are pry-proof and corrosion-resistant L. DOUBLE PANELED DOORS consist of 20-gauge, two sided A-40 galvanneal steel M. AUTOMOTIVE QUALITY, ROTARY-STYLE LATCHES make opening and closing easy	$ 13,970.00	26.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
297	GN 6	Knapheide 9' Pgtd (Storage Gooseneck). A. DOUBLE PANELED DOORS consist of 20-gauge, two sided A-40 galvanneal steel B. FLIP TOP COMPARTMENTS 8” deep and with exterior release latch. Flip tops utilize nitrogen gas struts for smooth opening and closing C. RUGGED 1/8” THICK TREAD PLATE FLOOR D. 36” HIGH FRONT COMPARTMENTS each with 250 lb. capacity shelves E. BOLT ON RECEIVER HITCH Choose from 18K or 21K hitch, ordered separately to ship loose F. FORMED, INTEGRATED BULKHEAD with stylized screened window and tapered design for improved visibility G. 7-WAY TRAILER PLUG at the rear of the body H. DURABLE OVEN-CURED COAT finish painted black I. ALL LED CLEARANCE AND MARKER LIGHTS for visibility and added safety J. UPGRADED REAR MOUNT LIGHTING SYSTEM features LED S/T/T and B/U K. CONTINUOUS STAINLESS STEEL HINGES are pry-proof and corrosion-resistant L. AUTOMOTIVE QUALITY, ROTARY-STYLE LATCHES make opening and closing easy M. FULL HEIGHT SLAM TAILGATE with center mounted release handle N. B&W TURNOVERBALL rated at 30,000 lbs. gross trailer weight, with 7500 lb. tongue weight O. GALVANNEAL FENDERETTES are welded on P. 7” DEEP REAR STEP	$ 18,065.00	26.00%	
298	GN 7	Knapheide 11' Pgtd (Storage Gooseneck). A. DOUBLE PANELED DOORS consist of 20-gauge, two sided A-40 galvanneal steel B. FLIP TOP COMPARTMENTS 8” deep and with exterior release latch. Flip tops utilize nitrogen gas struts for smooth opening and closing C. RUGGED 1/8” THICK TREAD PLATE FLOOR D. 36” HIGH FRONT COMPARTMENTS each with 250 lb. capacity shelves E. BOLT ON RECEIVER HITCH Choose from 18K or 21K hitch, ordered separately to ship loose F. FORMED, INTEGRATED BULKHEAD with stylized screened window and tapered design for improved visibility G. 7-WAY TRAILER PLUG at the rear of the body H. DURABLE OVEN-CURED COAT finish painted black I. ALL LED CLEARANCE AND MARKER LIGHTS for visibility and added safety J. UPGRADED REAR MOUNT LIGHTING SYSTEM features LED S/T/T and B/U K. CONTINUOUS STAINLESS STEEL HINGES are pry-proof and corrosion-resistant L. AUTOMOTIVE QUALITY, ROTARY-STYLE LATCHES make opening and closing easy M. FULL HEIGHT SLAM TAILGATE with center mounted release handle N. B&W TURNOVERBALL rated at 30,000 lbs. gross trailer weight, with 7500 lb. tongue weight O. GALVANNEAL FENDERETTES are welded on P. 7” DEEP REAR STEP	$ 18,695.00	26.00%	
299	GN 8	Cm 11' Rd Gooseneck	$ 11,261.00	26.00%	

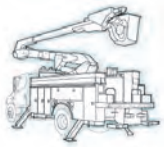
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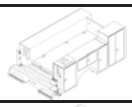
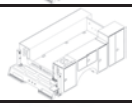
Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
300	AGN 1	"Knapheide 9' Aluminum Gooseneck Body Al-Pgtb96 A. 40% LIGHTER THAN STEEL composed of Military-grade aluminum extrusions and Marine-grade aluminum sheeting, returning payload back to the operator B. CONTOURED BULKHEAD with stylized screened window provides maximum visibility and safety C. MILITARY-GRADE ALUMINUM EXTRUDED PLANKS perform double-duty, providing exceptional styling and strength for the floor, as well as unmatched structural strength as the cross sills D. SIDE RAILS are extruded Military-grade aluminum channel with a tapered edge, providing protection to the floor planks and allowing for cargo and product to be loaded and unloaded without damage E. MILITARY-GRADE ALUMINUM RUB RAILS external 3/8” thick rub rails installed on both sides of DRW bodies F. REINFORCED STAKE POCKETS are sized to accept 2”x4” lumber as well as Knapheide side options G. ALL LED CLEARANCE AND MARKER LIGHTS for visibility and added safety H. INTEGRATED OVAL B/U AND S/T/T LED LIGHTS on bulkhead and rear skirt I. GOOSENECK HITCH B&W Turnoverball® gooseneck hitch rated at 30,000 lbs. gross trailer weight and 7500 lbs. tongue weight. Includes safety chain attachment points that are recessed in the floor J. 7-WAY TRAILER PLUG located in rear skirt"	$ 13,403.00	26.00%	
301	AGN 2	Knapheide 11' Al-Pgtb116	$ 13,781.00	26.00%	
302	BUCKETS	BUCKETS	Contract Price	%	MSRP
303	BUCKET 1	Versalift SST36NE, Non insulated boom, 370 degree rotation, Fiberglass walk in bucket with door single man, working height 40'6" horizontal reach 26'7", Platfrom capacity 350LBS with auto leveling and manual leveling, upper and lower controls electrical toggle switch's, 110V outlet at bucket,12V emergency back up pump, remote engine start / stop at upper and lower controls, hydraulic PTO, Rear torsion bar and ballast	$103,152.00	20.00%	

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
304	BUCKET 2	Versalift SPT36NE, Non insulated boom, aluminum basket single man, Working height 40'6", horizontal reach 26'6", Platform capacity 350LBS with auto leveling and manual leveling, upper and lower controls electrical toggle switch's, 500lbs lifting eye, 110V outlet at basket, 12V emergency back up pump, Remote engine start / stop at upper and lower controls, Hydraulic PTO,Rear torsion bar and ballast, Requires (31*) ship Thru. Includes Manuals, Wheel Chocks, Safety harness, lanyard, 2000 watt inverter, Fire Extinguisher.	$135,360.00	20.00%	
305	BUCKET 3	Versalift SST40-E. Insulated boom continous 360 rotation,Category C, Insulated fiberglass single man bucket with liner, 180 degree hydrauilc platform rotation, working height 45', Horizontal reach 27'9" Platform capacity 450LBS, Bucket auto leveling and manual leveling, Hydraulic upper and lower controls, 12V emergency back up pump, Remote engine start / stop at upper and lower controls, Hydraulic PTO, Rear torsion bar and ballast. Requires (31*) ship Thru. Includes Manuals, Wheel Chocks, Safety harness, lanyard, 2000 watt inverter, Fire Extinguisher.	$114,960.00	20.00%	

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
306	BUCKET 4	Versalift VST40-E, Insulated boom continous 360 rotation,Category C, Insulated fiber glass single man bucket with liner. 180 degree hydrauilic platfrom rotation, Working height 45'4", Horizontal reach 30', Platform capacity 600lbs, bucket auto leveling and manual leveling, Hydraulic upper and lower controls, Hydraulic Jib 1000lb capacity, one set of hydraulic out riggers, 12V emergency back up pump, Remote engine start / stop at upper and lower controls, two out rigger pads, Hydraulic PTO. Requires (31*) ship Thru. Includes Manuals, Wheel Chocks, Safety harness, lanyard, 2000 watt inverter, Fire Extinguisher.	$178,320.00	20.00%	
307	BUCKET 5	Versalift VST47-E Insulated boom contunour 360 rotation, Category C, Insulated fiberglass single man bucket with liner, 180 degree hydraulic platform rotation, working height 52', Horizontal reach 30'9", Platform capacity 500lbs bucket auto and manual leveling, Hydraulic upper and lower controls, Hydraulic Jib 1000lb capacity, two sets of hydraulic our riggers, 12V emergency back up pump, Remote start / stop at upper and lower controls, four out rigger pads,Hydraulic PTO. Requires (31*) ship Thru. Includes Manuals, Wheel Chocks, Safety harness, lanyard, 2000 watt inverter, Fire Extinguisher.	$191,280.00	20.00%	
308	BOX	Box Bodies	Contract Price	%	MSRP

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
309	Box 12	J & B Aluminum 12' L x 96" W x 84" H Dry Freight Van Bodies: Aluminum w / Plywood Interior, Radius Front, Pine Floor, ICC Bumper, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Requires (31*) Ship Thru	$ 17,683.00	26.00%	
310	BOX OPT	BOX BODY OPTIONS	Contract Price	%	MSRP
311	Box Opt 1	Step Bumper	$ 850.00	36.00%	DIO
312	Box Opt 2	Pull Out Ramp	$ 3,604.00	36.00%	DIO
313	Box Opt 3	E Track, 1 Row Both Sides	$ 952.00	36.00%	DIO
314	Box Opt 4	Forklift Reinforcement	$ 1,292.00	36.00%	DIO
315	Box Opt 5	12" Scuff Liner	$ 856.80	36.00%	DIO
316	Crane Body	CRANE BODY	Contract Price	%	MSRP
317	CB 4	9' Knapheide 6108D54 R3 For 3000# Capacity Cranes Body Includes Installation, Single Manual Outrigger, Body Reinforcement Spring Build Up And Step Bumper	$ 19,703.00	26.00%	
318	CB 5	11' Knapheide 6132D54 R3 For 3000# Capacity Cranes Body Includes Installation, Single Manual Outrigger, Body Reinforcement Spring Build Up And Step Bumper	$ 21,285.00	20.00%	
319	CB 6	9' Steel Flatbed With 20" Pedestal For 3000# Capacity Cranes Body Includes Installation, Single Manual Outrigger, Body Reinforcement Spring Build Up And Step Bumper	$ 20,925.00	20.00%	
320	CB 7	12' Steel Flatbed With 20" Pedestal For 3000# Capacity Cranes Body Includes Installation, Single Manual Outrigger, Body Reinforcement Spring Build Up And Step Bumper	$ 21,525.00	20.00%	
321	CB 8	9' Knapheide 6108D54 R4 For 4000# Capacity Crane Application. Minimum Gvwr Is 10500#. Body Includes Installation, Dual Outriggers, Body Reinforcement, Spring Buildup And Step Bumper.	$ 21,165.00	20.00%	
322	CB 9	11' Knapheide 6132D54 R4 For 4000# Capacity Crane Application. Minimum Gvwr Is 10500#. Body Includes Installation, Dual Outriggers, Body Reinforcement, Spring Buildup And Step Bumper.	$ 23,865.00	20.00%	
323	CB 10	9' Auto Crane Titan 16 For 4000# Capacity Crane Application. Minimum Gvwr Is 10500#. Body Includes Installation, Dual Outriggers, Body Reinforcement, Spring Buildup And Step Bumper.	$ 41,325.00	20.00%	
324	CB 11	11' Auto Crane Titan 16 For 4000# Capacity Crane Application. Minimum Gvwr Is 10500#. Body Includes Installation, Dual Outriggers, Body Reinforcement, Spring Buildup And Step Bumper.	$ 46,845.00	20.00%	
325	CB 12	9' Steel Flatbed With 20" Pedestal For 4000# Capacity Crane Application. Minimum Gvwr Is 10500#. Body Includes Installation, Dual Outriggers, Body Reinforcement, Spring Buildup And Step Bumper.	$ 21,971.00	26.00%	
326	CB 13	12' Steel Flatbed With 20" Pedestal For 4000# Capacity Crane Application. Minimum Gvwr Is 10500#. Body Includes Installation, Dual Outriggers, Body Reinforcement, Spring Buildup And Step Bumper.	$ 21,525.00	20.00%	
327	CB 14	9' Knapheide 6108Dl30 For 5000# Capacity Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 36,525.00	20.00%	
328	CB 15	11' Knapheide 6132Dl30 For 5000# Capacity Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 40,725.00	20.00%	
329	CB 16	9' Auto Crane Titan 38 For 5000# Capacity Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 53,325.00	20.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
330	CB 17	11' Auto Crane Titan 38 For 5000# Capacity Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 56,925.00	20.00%	
331	CB 18	9' Steel Flatbed With 20" Pedestal For 5000# Capacity Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 20,925.00	20.00%	
332	CB 19	12' Steel Flatbed With 20" Pedestal For 5000# Capacity Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 21,525.00	20.00%	
333	CB 20	9' Knapheide 6108Dl44 With 21" Storage Bumper For 6000-7000# Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 45,645.00	20.00%	
334	CB 21	11' Knapheide 6132Dl44 With 21" Storage Bumper For 6000-7000# Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 48,885.00	20.00%	
335	CB 22	9' Auto Crane Titan 38- 12" Bumper For 6000-7000# Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 53,325.00	20.00%	
336	CB 23	11' Auto Crane Titan 38- 12' Bumper For 6000-7000# Crane Application. Body Includes Installation , Dual Outriggers, Spring Buildup And Step Bumper	$ 56,925.00	20.00%	
337	Crane Body Option	CRANE BODY OPTIONS	Contract Price	%	MSRP
338	CBO 1	Crane Body Opt 1: Masterlock Knapheide	$ 884.00	36.00%	DIO
339	CBO 2	Crane Body Opt 2: Masterlock Auto Crane	$ 1,768.00	36.00%	DIO
340	CBO 3	Crane Body Opt 3: Raised Bottle Gas Compartments	$ 1,768.00	36.00%	DIO
341	CBO 4	Crane Body Opt 4: 6 Drawer Cabinet	$ 3,876.00	36.00%	DIO
342	CBO 5	Crane Body Opt 5: Electric/Hydraulic Outriggers (Electric Cranes)	$ 8,160.00	36.00%	DIO
343	CBO 6	Crane Body Opt 6: Hydraulic Outriggers (Hydraulic Cranes)	$ 6,664.00	36.00%	DIO
344	CBO 7	Crane Body Opt 7: Boom Tip Light	$ 1,292.00	36.00%	DIO
345	CBO 8	Crane Body Opt 8: Hydraulic 40 Cfm Compressor (Requires Pto)	$ 14,688.00	36.00%	DIO
346	CBO 9	Crane Body Opt 9: Pto	$ 5,372.00	36.00%	DIO
347	CBO 10	Crane Body Opt 10: Led Work Lights (2)	$ 816.00	36.00%	DIO
348	CBO 11	Crane Body Opt 11: Auto Crane 20" Bumper	$ 2,584.00	36.00%	DIO
349	Liftgate	LIFTGATE	Contract Price	%	MSRP
350	LG 1	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Steel Platform part #:C2-60-1342 Tp27,Capacity@1300 With Load Area: @ 55" X 27", Ramp @ 4" Requires (872 Camera) and (31*) Ship Thru	$ 4,011.00	40.00%	
351	LG 2	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Steel Platform part #:C2-60-1342 Tp38, Capacity@1300 With Load Area: @ 55" X 38", Ramp @ 4" Requires (872 Camera) and (31*) Ship Thru	$ 4,217.00	40.01%	
352	LG 3	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Steel Platform part #:C2-60-1342 Tp42,Capacity@1300 With Load Area: @ 55" X 42", Ramp @7" Requires (872 Camera) and (31*) Ship Thru	$ 4,305.00	40.00%	
353	LG 4	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Aluminum Platform part #:C2-60-1342 Ea27,Capacity@1300 With Load Area: @ 55" X 27", Ramp @ 6" Requires (872 Camera) and (31*) Ship Thru	$ 4,792.00	39.99%	
354	LG 5	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Aluminum Platform part #:C2-60-1342 Ea38,Capacity@1300 With Load Area: @ 55" X 38", Ramp @ 6" Requires (872 Camera) and (31*) Ship Thru	$ 4,969.00	40.01%	
355	LG 6	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Aluminum Platform part #:C2-60-1342 Ea48,Capacity@1300 With Load Area: @ 55" X 42", Ramp @ 6" Requires (872 Camera) and (31*) Ship Thru	$ 5,307.00	39.99%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
356	LG 7	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Steel Platform part #:C2-60-1542 Tp27,Capacity@1500 With Load Area: @ 55" X 27", Ramp @ 4" Requires (872 Camera) and (31*) Ship Thru	$ 4,217.00	40.01%	
357	LG 8	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Steel Platform part #:C2-60-1542 Tp38,Capacity@1500 With Load Area: @ 55" X 38", Ramp @ 4" Requires (872 Camera) and (31*) Ship Thru	$ 4,424.00	40.00%	
358	LG 9	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Steel Platform part #:C2-60-1542 Tp42,Capacity@1500 With Load Area: @ 55" X 42", Ramp @ 7" Requires (872 Camera) and (31*) Ship Thru	$ 4,526.00	39.99%	
359	LG 10	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Aluminum Platform part #:C2-60-1542 Ea27,Capacity@1500 With Load Area: @ 55" X 27", Ramp @ 6" Requires (872 Camera) and (31*) Ship Thru	$ 4,984.00	40.00%	
360	LG 11	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Aluminum Platform part #:C2-60-1542 Ea38,Capacity@1500 With Load Area: @ 55" X 38", Ramp @ 6" Requires (872 Camera) and (31*) Ship Thru	$ 5,190.00	40.01%	
361	LG 12	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Aluminum Platform part #:C2-60-1542 Ea48,Capacity@1500 With Load Area: @ 55" X 42", Ramp @ 6" Requires (872 Camera) and (31*) Ship Thru	$ 5,544.00	40.00%	
362	LG 13	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Grip Strut Steel Platform part #:C2-60-1542 Gs27,Capacity@1500 With Load Area: @ 55" X 27", Ramp @ 4" Requires (872 Camera) and (31*) Ship Thru	$ 4,542.00	40.01%	
363	LG 14	Maxon Liftgate For Pickup, or Service Body with 51-55" opening. Bar Grate Steel Platform part #:C2-60-1542-Bg27,Capacity@1500 With Load Area: @ 55" X 27", Ramp @ 4" Requires (872 Camera) and (31*) Ship Thru	$ 4,616.00	40.01%	
364	LG 15	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1342 TP27 Capacity at 1300 Load Area: 49" X 27" with 4" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,011.00	40.00%	
365	LIFTGATE FB	LIFTGATE FOR BOX AND FLATBED	Contract Price	%	MSRP
366	LG 16	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1342 TP38 Capacity at 1300 Load Area: 49" X 38" with 4" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,217.00	40.01%	
367	LG 17	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1342 TP42 Capacity at 1300 Load Area: 55" X 42" with 7" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,305.00	40.00%	
368	LG 18	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1342 EA27 Capacity at 1300 Load Area: 49" X 27" with 6" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,792.00	39.99%	
369	LG 19	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1342 EA38 Capacity at 1300 Load Area: 49" X 38" with 6" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,969.00	40.01%	
370	LG 20	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1342 EA48 Capacity at 1300 Load Area: 49" X 42" with 6" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 5,307.00	39.99%	
371	LG 21	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1342 GS27 Capacity at 1300 Load Area: 50" X 27" with 4" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,305.00	40.00%	
372	LG 22	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1342-BG27 Capacity at 1300 Load Area: 50" X 27" with 4" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,395.00	40.01%	

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373	LG 23	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1642 TP27 Capacity at 1600 Load Area: 49" X 27" with 4" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,217.00	40.01%	
374	LG 24	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1642 TP38 Capacity at 1600 Load Area: 49" X 38" with 4" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,424.00	40.00%	
375	LG 25	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1642 TP42 Capacity at 1600 Load Area: 49" X 42" with 7" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,526.00	39.99%	
376	LG 26	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1642 EA27 Capacity at 1600 Load Area: 49" X 27" with 6" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,984.00	40.00%	
377	LG 27	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1642 EA38 Capacity at 1600 Load Area: 49" X 38" with 6" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 5,190.00	40.01%	
378	LG 28	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1642 EA48 Capacity at 1600 Load Area: 49" X 42" with 6" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 5,544.00	40.00%	
379	LG 29	Maxon Liftgate for Service Body with 48-50 inch Opening: Part # C2-54-1642 GS27 Capacity at 1600 Load Area: 50" X 27" with 4" Ramp. Requires (872 Camera) and (31*) Ship Thru.	$ 4,542.00	40.01%	
380	ELEC CRANE	ELECTRIC CRANES	Contract Price	%	MSRP
381	EC 1	Electric Crane: 3000 Capacity- 8,500 Gvwr Auto Crane Ehc3 Prx- Hardwired Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 20,862.00	14.00%	
382	EC 2	Electric Crane: 3000 Capacity- 8,500 Gvwr Liftmoore 3612Ree- Hardwired Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 21,204.00	14.00%	
383	EC 3	Electric Crane: 3000 Capacity- 8,500 Gvwr Stellar Ec3200- Fm Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 22,230.00	14.00%	
384	EC 4	Electric Crane: 3000 Capacity- 8,500 Gvwr Venturo Et12Kx- Hardwired Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 21,090.00	14.00%	
385	EC 5	Electric Crane: 3000 Capacity- 8,500 Gvwr Venturo Et12Kxxp-16 Fm Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 23,142.00	14.00%	
386	EC 6	Electric Crane: 4000 Capacity- 10,500 Gvwr Auto Crane Ehc4-16 Reach- Hardwired Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 25,422.00	14.00%	
387	EC 7	Electric Crane: 4000 Capacity- 10,500 Gvwr Auto Crane Ehc4-20 Reach- Hardwired Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 26,790.00	14.00%	
388	EC 8	Electric Crane: 4000 Capacity- 10,500 Gvwr Liftmoore 4000X-16 Reach- Hardwired Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 25,080.00	14.00%	
389	EC 9	Electric Crane: 4000 Capacity- 10,500 Gvwr Liftmoore 4000X-20 Reach- Hardwired Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 25,650.00	14.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
390	EC 10	Electric Crane: 4000 Capacity- 10,500 Gvwr Stellar Ec4000-16' Reach- Fm Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 28,728.00	14.00%	
391	EC 11	Electric Crane: 4000 Capacity- 10,500 Gvwr Stellar Ec4000- 20' Reach- Fm Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 30,096.00	14.00%	
392	EC 12	Electric Crane: 4000 Capacity- 10,500 Gvwr Venturo Et16Kx- Hardwired Control Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 23,598.00	14.00%	
393	EC 13	Electric Crane: 5000 Capacity- 14,500 Gvwr Auto Crane Ehc5- Hardwired Pendant, 20' Power Reach Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 32,376.00	14.00%	
394	EC 14	Electric Crane: 5000 Capacity- 14,500 Gvwr Liftmoore 5000X 12-20- Hardwired Pendant, 20' Power Reach Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 31,350.00	14.00%	
395	EC 15	Electric Crane: 5000 Capacity- 14,500 Gvwr Liftmoore 5000X 12-20Wp- Wireless Proporational Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 33,174.00	14.00%	
396	EC 16	Electric Crane: 5000 Capacity- 14,500 Gvwr Stellar Ec5000- Fm Pendant, 16' Power 4' Manual Reach Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 31,920.00	14.00%	
397	EC 17	Electric Crane: 5000 Capacity- 14,500 Gvwr Venturo Et25 Kx- Hardwired Pendant, 20' Power Reach Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 32,946.00	14.00%	
398	EC 18	Electric Crane: 5000 Capacity- 14,500 Gvwr Stellar 5521- Fm Control, 20' Power Reach Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 40,470.00	14.00%	
399	EC 19	Electric Crane: 6000 Capacity- 14,500 Gvwr Auto Crane Ehc6 Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 34,143.00	14.00%	
400	EC 20	Electric Crane: 6000 Capacity- 14,500 Gvwr Liftmoore 6036X-20 Wp Fm Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 35,910.00	14.00%	
401	EC 21	Electric Crane: 6000 Capacity- 14,500 Gvwr Stellar Ec6000 Fm Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 34,998.00	14.00%	
402	EC 22	Electric Crane: 6000 Capacity- 14,500 Gvwr Venturo Et36Kx Includes Cranes Installation On Optional Bodies, Boom Rest, Auxiliary Battery, Circuit Breaker, Crane Annual Inspection Decal	$ 34,371.00	14.00%	
403	HYD CRANE	HYDRAULIC CRANE	Contract Price	%	MSRP
404	HCO 1	Hydraulic Crane Option: Stellar 69393S 4421 Proportional Fm 20' Reach4000 Capacity- 10,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 42,350.00	10.00%	
405	HCO 2	Hydraulic Crane Option: Liftmoore 1640Xp Proportional Hw 16' Reach4000 Capacity- 10,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 34,540.00	10.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
406	HCO 3	Hydraulic Crane Option: Auto Crane Hc5- Fm Wireless 20' Power Reach5000 Capacity- 14,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 46,200.00	10.00%	
407	HCO 4	Hydraulic Crane Option: Liftmoore 2550Xp-12 Wireless 16' Power, 4' Manual5001 Capacity- 14,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 39,930.00	10.00%	
408	HCO 5	Hydraulic Crane Option: Stellar 5521 Fm Wireless 21' Power Reach5002 Capacity- 14,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 45,650.00	10.00%	
409	HCO 6	Hydraulic Crane Option: Venturo Ht25Kx Fm Wireless 16' Power, 4' Manual5003 Capacity- 14,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 45,650.00	10.00%	
410	HCO 7	Hydraulic Crane Option: Auto Crane Hc6 Fm Wirless 20' Power6000 Capacity- 14,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 46,750.00	10.00%	
411	HCO 8	Hydraulic Crane Option: Liftmoore 6040 Dx (Full Power 10' - 22')6001 Capacity- 14,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 42,900.00	10.00%	
412	HCO 9	Hydraulic Crane Option: Stellar 7621 Fm 20' Reach7000 Capacity- 19,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 48,950.00	10.00%	
413	HCO 10	Hydraulic Crane Option: Stellar 7630 Fm 30' Reach7001 Capacity- 19,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 51,920.00	10.00%	
414	HCO 11	Hydraulic Crane Option: Auto Crane Hc7 Fm 20' Reach7002 Capacity- 19,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 47,300.00	10.00%	
415	HCO 12	Hydraulic Crane Option: Auto Crane Hc7X Fm 30' Reach7003 Capacity- 19,500 Gvwr: Includes 25 Gallon Hydraulic Reservoir, Hoses, Boom Rest, Annual Crane Certification Decal. (Requires Pto Option And Appropriate Body With Reinforcements)	$ 53,790.00	10.00%	
416	CO 1	ELECTRIC/HYDRAULIC OUTRIGGERS	$ 8,160.00	36.00%	DIO
417	CO 2	BOOM TIP LIGHT	$ 1,292.00	36.00%	DIO
418	PipeHunter	Description	Pipehunter FSA Contract	MU	Msrp

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
419	7724tm	The PipeHunter 7724TM is a large, high-powered sewer jetter used for cleaning municipal sewer systems. The "7724" model designation refers to its water system, which typically features a 40 GPM (gallons per minute) pump capable of pressures up to 2,500 PSI. Key features Water system: The heart of the machine is its positive displacement triplex water pump, often from the "Giant" brand, which delivers 2,500 PSI at 40 GPM. It includes an air purge and winter recirculation system for operation in cold weather, along with a washdown system with its own gun and hose for cleaning up the worksite. Engine: Powering the pump is a diesel engine, such as a Kohler 74 HP Tier 4 Final engine with a clutch. It features an electric throttle, digital gauges, and an automatic shutdown for low oil pressure and high coolant temperature. Hose reel: The 7724TM is equipped with a hydraulically powered hose reel with an 800-foot capacity for a 1/2" or 3/4" jet hose. A key feature is the hydraulic articulation, which allows the reel to pivot 90 degrees to either side for easy access and safer operation. Frame and tanks: It has a high-density polyethylene water tank, typically with a 700-gallon capacity. The trailer itself is constructed with a rugged polymer-urethane coated frame. Safety features: A range of features ensure safe operation, including a keyed ignition switch, emergency kill switch, hose guide (tiger tail), and safety lanyards. Control panel: The control panel includes a manual footage counter, a double roller level wind for the hose, and easy-to-reach water and throttle controls.	$ 95,580.00	18.00%	VIO
420		[WATER TANK]	Pipehunter FSA Contract	MU	Msrp
421	PH 2	700 Gallon High-Density Polyethylene 19500 GVW [700G]	Included	No Charge	VIO
422	PH 3	Single Filler Assembly [9000-0103P]	Included	No Charge	VIO
423	PH 4	Main Tank Water Sight Gauge(1)Std [9000-0032P]	Included	No Charge	VIO
424	PH 5	25' Fill Hose w Storage Rack [9000-0106]	Included	No Charge	VIO
425	PH 6	Baffle Balls 500-700 [BAFFLEBALL]	$ 1,536.00	28.00%	VIO
426		[WATER PUMP]	Pipehunter FSA Contract	MU	Msrp
427	PH 8	2,500 PSI @ 40 GPM [9000-0079]	Included	No Charge	VIO
428	PH 9	Washdown System-43H with gun and 25ft hose [9000-0040]	Included	No Charge	VIO
429	PH 10	Air Purge [9000-0059]	$ 237.00	28.00%	VIO
430	PH 11	Multi-Flow Valve [9000-0061]	$ 378.00	28.00%	VIO
431	PH 12	Spray Bar with In Cab Controls-add electric throttle [9000-0094]	$ 3,200.00	28.00%	VIO
432		[ENGINE]	Pipehunter FSA Contract	MU	Msrp
433	PH 14	Kohler 74 HP Tier 4 Final With Clutch [E1]	Included	No Charge	VIO
434	PH 15	Electric clutch for water pump [E2]	$ 3,200.00	28.00%	VIO
435	PH 16	Emergency Kill Button [9000-0048]	Included	No Charge	VIO
436	PH 17	Fuel Chassis Tank [E3]	Included	No Charge	VIO
437	PH 18	Electric Throttle [E4]	Included	No Charge	VIO
438	PH 19	Digital Gauge Package & Tachometer Low Pressure High Temp Shutdown [E5]	Included	No Charge	VIO
439	PH 20	Engine Shroud/ Belt Guard/ Fenders - Aluminum [9000-0045]	Included	No Charge	VIO

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
440		[HOSE REEL]	Pipehunter FSA Contract	MU	Msrp
441	PH 22	800' x 3/4" x 800 1/2" Jet Hose Reel [H1]	$ 7,040.00	28.00%	VIO
442		[Articulating Reel Option]	Pipehunter FSA Contract	MU	Msrp
443	PH 24	Articulating Reel Option Hydraulic Powered Articulation Worm Gear [RO1]	$ 5,376.00	28.00%	VIO
444		[Hose Reel Accessories]	Pipehunter FSA Contract	MU	Msrp
445	PH 26	Standard Level Wind 3/4" [HR1]	Included	No Charge	VIO
446	PH 27	Standard Level Wind 1/2" [HR2]	Included	No Charge	VIO
447	PH 28	Manual Footage Counter 3/4" [9000-0006]	$ 911.00	28.00%	VIO
448		[HOSE OPTIONS (per foot) Minimum 400 foot jet hose with 10 foot leader-400, 600,800 increments]	Pipehunter FSA Contract	MU	Msrp
449	PH 30	Leader hose 3/4"-per foot [3009-4522]	$ 17.00	28.00%	VIO
450	PH 31	3/4" Jet Hose per foot Piranha Only [4625-12-XXX]	$ 5.00	28.00%	VIO
451	PH 32	1/2" Leader hose-per foot [3009-4537P]	$ 17.00	28.00%	VIO
452	PH 33	1/2" Jet Hose per foot Pirahana Only [4640-08-XXX]	$ 4.00	28.00%	VIO
453	PH 34	Tiger Tail(1)Std 3" [3007-7000]	Included	No Charge	VIO
454	PH 35	Tiger Tail(1)Std 2" [3007-7002]	Included	No Charge	VIO
455		[NOZZLE OPTIONS- Std. Hose Reel Nozzles]	Pipehunter FSA Contract	MU	Msrp
456	PH 37	Nozzle Rack(1) 3/4" [NZ1]	Included	No Charge	VIO
457	PH 38	15 Degree Nozzle(1) 3/4" [NZ2]	Included	No Charge	VIO
458	PH 39	30 Degree Nozzle(1) 3/4" [NZ3]	Included	No Charge	VIO
459	PH 40	Nozzle Skid Assy 6"(1) 3/4" [NZ4]	Included	No Charge	VIO
460	PH 41	Nozzle Rack(1) 1/2" [NZ5]	Included	No Charge	VIO
461	PH 42	15 Degree Nozzle(1) 1/2" [NZ6]	Included	No Charge	VIO
462	PH 43	30 Degree Nozzle(1) 1/2" [NZ7]	Included	No Charge	VIO
463	PH 44	BIG RED DAWG 10 JET Grenade 3.5 3/4" [NZ8]	$ 1,046.00	28.00%	VIO
464	PH 45	RED DAWG Chizel 3.5 3/4" [NZ9]	$ 704.00	28.00%	VIO
465	PH 46	Red Dawg Low Pro 1/2" [NZ10]	$ 416.00	28.00%	VIO
466		[ELECTRICAL OPTIONS]	Pipehunter FSA Contract	MU	Msrp
467	PH 48	Arrowstick w Control Box & Mounting Bracket LED [9000-0021]	$ 3,200.00	28.00%	VIO
468	PH 49	Light - Strobe Light w/Limb Guard [9000-0022]	$ 365.00	28.00%	VIO
469	PH 50	Light - Panel Light [9000-0023]	$ 102.00	28.00%	VIO
470	PH 51	Light - Work Light-(Control panel) LED [9000-0024]	$ 256.00	28.00%	VIO
471	PH 52	Light - Work Light (Engine-Pump area) [9000-0024]	$ 256.00	28.00%	VIO
472	PH 53	Light - Work Light (Arrowstick DS) LED [9000-0024]	$ 256.00	28.00%	VIO
473	PH 54	Light - Work Light (Arrowstick PS) LED [9000-0024]	$ 256.00	28.00%	VIO
474		[TOOL BOX OPTIONS]	Pipehunter FSA Contract	MU	Msrp
475	PH 56	Tool Tray, Above Frame - Aluminum 14" x 14" x 60" 1 STD [TBO1]	$ 1,126.00	28.00%	VIO
476	PH 57	Locking, Above Frame - Aluminum 18" x 18" x 36" [TBO2]	$ 1,106.00	28.00%	VIO
477		[ACCESSORIES]	Pipehunter FSA Contract	MU	Msrp

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
478	PH 59	Hydrant Wrench [3007-8001]	$ 128.00	28.00%	VIO
479	PH 60	Manhole Hook [3008-0511]	$ 128.00	28.00%	VIO
480	PH 61	Traffic Cone Rack - Deck Mount [7600-0278]	$ 192.00	28.00%	VIO
481	PH 62	Side Ladder w Handles- PS Front [9000-0095]	$ 458.00	28.00%	VIO
482		[MANUALS]	Pipehunter FSA Contract	MU	Msrp
483	PH 64	PipeHunter Operator's Manual CD [3023-0002]	Included	No Charge	VIO
484	PH 65	Engine Operator's Manual CD [26-OMRG33324]	Included	No Charge	VIO
485		[FRAME]	Pipehunter FSA Contract	MU	Msrp
486	PH 67	6" Frame [F1]	Standard	No Charge	VIO
487	PH 68	DOT LIGHTING PACKAGE [F2]	Included	No Charge	VIO
488	PH 69	Chassis fuel tank tie in Or 15 Gallon Aux Tank [F3]	Included	No Charge	VIO
489	PH 70	Headache Rack Tool Storage behind cab [F4]	$ 3,200.00	28.00%	VIO
490		[LINER OPTION]	Pipehunter FSA Contract	MU	Msrp
491	PH 72	PipeHunter Speed Liner Frame & Reel [LO1]	Included	28.00%	VIO
492		[Color: BLACK DECK, RED HOSE REEL]	Included	28.00%	VIO
493	! "# $%&	Valve Maintenance Systems	Wachs FSA Contract	DISC	MSRP
494	(( )* * *)+,	Standard LX (Diesel) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. [REQ 31*, and Freight]	$106,745.00	0.00%	$ 106,745.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
495	(( )***)+-	Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. [REQ 31*, and Freight]	$ 97,745.00	0.00%	$ 97,745.00
496	(( )***). *	Standard Builder (Diesel) – VMT (RH): Includes the foundational trailer platform and option integration. First choose the type of Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine power plant; the basic power pack (77-260-04) has a positive displacement blower providing 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum and a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. The hydraulic power pack (77-260-15) adds HTMA Class II hydraulics; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). As part of either power pack option is choice of (3) different spoils containment tanks, all with power hydraulic dump (rear discharge) and latching rear door; best value comes from the default 250 (950 L) gallon (77-431-02-00), but a 150 (570 L) gallon (77-433-02) and 350 (1,325 L) gallon (77-432-02-00) are also available. A valve machine is available if the hydraulic power pack is selected; Wachs 750 Ft/lb (1020 Nm) ERV-750 Extended Reach Valve operator with Bluetooth & telescoping valve key for those preventive maintenance activities (79-404-01) and ruggedized TC-100 with GPS, Vitals controller/datalogger (79-422-05). [REQ 31*, and Freight]	$ 28,245.00	0.00%	$ 28,245.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
497	(( )***)+/	Standard Builder (Gas) – VMT (RH): Includes the foundational trailer platform and option integration. First choose the type of 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine power plant; the basic power pack (77-230-04) has a positive displacement blower providing 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum and a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. The hydraulic power pack (77-230-15) adds HTMA Class II hydraulics; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). As part of either power pack option is choice of (3) different spoils containment tanks, all with power hydraulic dump (rear discharge) and latching rear door; best value comes from the default 250 (950 L) gallon (77-431-02-00), but a 150 (570 L) gallon (77-433-02) and 350 (1,325 L) gallon (77-432-02-00) are also available. A valve machine is available if the hydraulic power pack is selected; Wachs 750 Ft/lb (1020 Nm) ERV-750 Extended Reach Valve operator with Bluetooth & telescoping valve key for those preventive maintenance activities (79-404-01) and ruggedized TC-100 with GPS, Vitals controller/datalogger (79-422-05). [REQ 31*, and Freight]	$ 28,245.00	0.00%	$ 28,245.00
498	(/)***)01	Compact LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 16 H.P (12 kW) Briggs and Stratton V-Twin engine with hydraulic pump provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). The LX package bundles the light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools, Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and steel storage bin. [REQ 31*, and Freight]	$ 48,095.00	0.00%	$ 48,095.00
499	! "# $%&0	Skid	Wachs FSA Contract	DISC	MSRP

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
500	(( )***)1.	Standard LX (Diesel) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger. [REQ 31*, and Freight]	$100,995.00	0.00%	$ 100,995.00
501	(( )***)11	Standard LX (Gas) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger. [REQ 31*, and Freight]	$ 91,995.00	0.00%	$ 91,995.00

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
502	(( )***)1,	Standard SB (Diesel) – VMS (RH): Single turner valve maintenance skid to be used in conjunction with Wachs proprietary Valve Service Body manufactured by Knapheide; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The SB adds all the LX features: the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger; plus a 50' electric hose reel and fuel lift pump (the skid's engine draws fuel directly from the Chassis Cab tank). [REQ 31*, and Freight]	$101,250.00	0.00%	$ 101,250.00
503	(( )***)1/	Standard SB (Gas) – VMS (RH): Single turner valve maintenance skid to be used in conjunction with Wachs proprietary Valve Service Body manufactured by Knapheide; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The SB adds all the LX features: the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger; plus a 50' electric hose reel and fuel lift pump (the skid's engine draws fuel directly from the Chassis Cab tank). [REQ 31*, and Freight]	$ 92,250.00	0.00%	$ 92,250.00

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
504	(( )***)-*	Standard Builder (Diesel) – VMS (RH): Includes the foundational skid platform and option integration. First choose the type of Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine power plant; the basic power pack (77-260-02) has a positive displacement blower providing 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum and a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. The hydraulic power pack (77-260-03) adds HTMA Class II hydraulics; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). As part of either power pack option is choice of (3) different spoils containment tanks, all with power hydraulic dump (rear discharge) and latching rear door; best value comes from the default 250 (950 L) gallon (77-431-02-00), but a 150 (570 L) gallon (77-433-02) and 350 (1,325 L) gallon (77-432-02-00) are also available. Valve machines are available if the hydraulic power pack is selected; Wachs TM-7 HD Plus (up to 2,500 ft-lb [3,390 Nm] of torque) with both automated and manual control valve operator (Grand option: 17-405-00) for those stubborn valves, Wachs ERV-750 Extended Reach Valve operator (up to 750 ft-lb [1020 Nm] of torque) with Bluetooth & telescoping valve key (79-404-00) for those preventive maintenance activities and ruggedized TC-100 with GPS, Vitals controller/datalogger (79-422-05), only one required per system. [REQ 31*, and Freight]	$ 22,000.00	0.00%	$ 22,000.00
505	(( )***)-'	Standard Builder (Gas) – VMS (RH): Includes the foundational skid platform and option integration. First choose the type of 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine power plant; the basic power pack (77-230-02) has a positive displacement blower providing 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum and a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. The hydraulic power pack (77-230-03) adds HTMA Class II hydraulics; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). As part of either power pack option is choice of (3) different spoils containment tanks, all with power hydraulic dump (rear discharge) and latching rear door; best value comes from the default 250 (950 L) gallon (77-431-02-00), but a 150 (570 L) gallon (77-433-02) and 350 (1,325 L) gallon (77-432-02-00) are also available. Valve machines are available if the hydraulic power pack is selected; Wachs TM-7 HD Plus (up to 2,500 ft-lb [3,390 Nm] of torque) with both automated and manual control valve operator (Grand option: 17-405-00) for those stubborn valves, Wachs ERV-750 Extended Reach Valve operator (up to 750 ft-lb [1020 Nm] of torque) with Bluetooth & telescoping valve key (79-404-00) for those preventive maintenance activities and ruggedized TC-100 with GPS, Vitals controller/datalogger (79-422-05), only one required per system. [REQ 31*, and Freight]	$ 22,000.00	0.00%	$ 22,000.00
506	! "# $%&	Body +	Wachs FSA Contract	DISC	MSRP

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
507	(( ), ' ')*'	Valve Truck Service Body and Upfit - Ford, Diesel. Custom Wachs Valve Service Body painted Oxford White (custom paint color available for extra charge) and Upfitting for Ford Chassis Cabs. Chassis Cab must be 84" Cab to Axle with a GVRW Rating of 19,500 lbs, included with Upfitter Switches, Reverse Camera with Prep Kit, minimum 220 amp alternator (300+ amp recommended) and drop shipped to Knapheide in Quincy, IL (drop ship code 88QNR4). Features include: Underbody Storage for TM-7 (integrated into service body deck maximizing free deck space) with Rollup Service Door (TM-7 #17-405-01 & upfitting #77-813-01 sold separately). Underbody Storage at rear for 45 lb Breaker (#08-000-10 and tools sold separately), located between frame rails. 110v Electric, 15 Amp Continuous (90 Amp Peak) Low Frequency Inverter with (2) Auxiliary Batteries & Electric Cord Reel (cord reel included with VMS). Two Drawer Tool Box. Grip Strut Rear Bumper with Pintle Hook Recess, Class V Receiver (Rated @ 12,000 lb trailer weight & 2,400 lb tongue) and Cable Step. LED Warning Strobe Lights (front/rear), LED lighting in all cabinets and full width Cab Guard with 2 rear facing LED Work Lights & Grab Handle. Key/Shovel Storage Box (132in L x 10in H x 20in D) above full height cabinets with Reinforced and Covered front (32"). Retractable Steps (2x 24in & 2x 12in) with Stainless Steel Kick Plates to protect the painted cabinets. Extended Cargo Floor to Edge of Body Curb Side (vertical compartments deleted above floor level), all Spray Lined. 30" walk up between skid and cab guard with 6" removable side board for storage and service. Rear Spray Booth with storage for Paint Cans & Wire Brush. Installation includes Wachs Valve Maintenance Skid (including fuel and power taps) & OEM Backup Camera installed behind bumper for protection (camera kit must be ordered with the chassis cab). [REQ 31*, and Freight]	$ 63,995.00	0.00%	$ 63,995.00

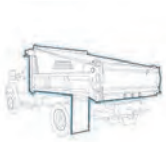
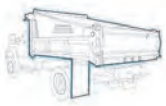
Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
508	(( ), ' ')* 0	Valve Truck Service Body and Upfit - Ford, Gas. Custom Wachs Valve Service Body painted Oxford White (custom paint color available for extra charge) and Upfitting for Ford Chassis Cabs. Chassis Cab must be 84" Cab to Axle with a GVRW Rating of 19,500 lbs, included with Upfitter Switches, Reverse Camera with Prep Kit, minimum 220 amp alternator (300+ amp recommended) and drop shipped to Knapheide in Quincy, IL (drop ship code 88QNR4). Features include: Underbody Storage for TM-7 (integrated into service body deck maximizing free deck space) with Rollup Service Door (TM-7 #17-405-01 & upfitting #77-813-01 sold separately). Underbody Storage at rear for 45 lb Breaker (#08-000-10 and tools sold separately), located between frame rails. 110v Electric, 15 Amp Continuous (90 Amp Peak) Low Frequency Inverter with (2) Auxiliary Batteries & Electric Cord Reel (cord reel included with VMS). Two Drawer Tool Box. Grip Strut Rear Bumper with Pintle Hook Recess, Class V Receiver (Rated @ 12,000 lb trailer weight & 2,400 lb tongue) and Cable Step. LED Warning Strobe Lights (front/rear), LED lighting in all cabinets and full width Cab Guard with 2 rear facing LED Work Lights & Grab Handle. Key/Shovel Storage Box (132in L x 10in H x 20in D) above full height cabinets with Reinforced and Covered front (32"). Retractable Steps (2x 24in & 2x 12in) with Stainless Steel Kick Plates to protect the painted cabinets. Extended Cargo Floor to Edge of Body Curb Side (vertical compartments deleted above floor level), all Spray Lined. 30" walk up between skid and cab guard with 6" removable side board for storage and service. Rear Spray Booth with storage for Paint Cans & Wire Brush. Installation includes Wachs Valve Maintenance Skid (including fuel and power taps) & OEM Backup Camera installed behind bumper for protection (camera kit must be ordered with the chassis cab). [REQ 31*, and Freight]	$ 63,995.00	0.00%	$ 63,995.00
509	(( ), ' +)*'	TM-7 Upfit into Valve Service Body - Includes installation, hydraulic plumbing and electrical termination.	$ 2,495.00	0.00%	$ 2,495.00
510	(( ), ' .)*'	Water Heater Upfit into Valve Service Body - Includes installation, water plumbing and electrical termination.	$ 335.00	0.00%	$ 335.00
511	2345637 8	Pool Delivery Rate (Per Mile) with a minimum of 300 miles. Rate calculated is from Taylor, MO to final destination.	TBD	0.00%	$ 3.65
512	(( ), ' 1)92 5	Pre-Delivery Inspection preformed by corresponding OEM dealer, price includes transportation of the vehicle from/to Knapheide upfitting facility in Taylor, MO.	Included	0.00%	$ 350.00
513	Reading Section 1	READING TRUCK	Contract	MU	PIC
514	RB DRW 3	9' Reading Classic Ii Utility Body Reading Classic Ii Factory Powder Coated White With Sst Paddle Latches (Includes 2Nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) Req'S 60" Ca Dual Rear Wheel All Reading Utility Body Prices Listed Below Include: Factory Powder Coat, Painted White, Sst Paddle Latches, Bumper, Fuel Fill/ Hose Kit, 2Nd Stage Mso, Weight Slip And Completed Vehicle Certification. Requires (31*) Ship Thru and OEM (872) rear camera	$ 16,378.00	26.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
515	RB DRW 4	9' Reading Classic Ii Utility Body Reading Classic Ii Factory Powder Coated White With Sst Paddle Latches And Flip Top Lids (Includes 2Nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) Req'S 60" Ca Dual Rear Wheel All Reading Utility Body Prices Listed Below Include: Factory Powder Coat, Painted White, Sst Paddle Latches, Bumper, Fuel Fill/ Hose Kit, 2Nd Stage Mso, Weight Slip And Completed Vehicle Certification. Requires (31*) Ship Thru and OEM (872) rear camera	$ 17,706.00	26.00%	
516	RB DRW 5	9' Reading Drw Standard Line Utility Body Factory Powder Coated White With Sst Paddle Latches (Includes 2Nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) Req 60" Ca Incl. Bumper All Reading Utility Body Prices Listed Below Include: Factory Powder Coat, Painted White, Sst Paddle Latches, Bumper, Fuel Fill/ Hose Kit, 2Nd Stage Mso, Weight Slip And Completed Vehicle Certification. Requires (31*) Ship Thru and OEM (872) rear camera	$ 15,025.00	26.00%	
517	RB DRW 6	9' Reading Standard Line Utility Body Factory Powder Coated White With Flip Top Lids & Sst Paddle Latches (Includes 2Nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) Req 60" Ca. Incl. Bumper All Reading Utility Body Prices Listed Below Include: Factory Powder Coat, Painted White, Sst Paddle Latches, Bumper, Fuel Fill/ Hose Kit, 2Nd Stage Mso, Weight Slip And Completed Vehicle Certification. Requires (31*) Ship Thru and OEM (872) rear camera	$ 16,267.00	26.00%	
518	RB DRW 7	11' Reading Standard Line Utility Body Factory Powder Coated White With Sst Paddle Latches (Includes 2Nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) Req 84" Ca. Incl. Bumper All Reading Utility Body Prices Listed Below Include: Factory Powder Coat, Painted White, Sst Paddle Latches, Bumper, Fuel Fill/ Hose Kit, 2Nd Stage Mso, Weight Slip And Completed Vehicle Certification. Requires (31*) Ship Thru and OEM (872) rear camera	$ 17,978.00	26.00%	
519	RB DRW 8	11' Reading Standard Line Utility Body Factory Powder Coated White With Flip Top Lids & Sst Paddle Latches (Includes 2Nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) Req 60" Ca. Incl. Bumper All Reading Utility Body Prices Listed Below Include: Factory Powder Coat, Painted White, Sst Paddle Latches, Bumper, Fuel Fill/ Hose Kit, 2Nd Stage Mso, Weight Slip And Completed Vehicle Certification. Requires (31*) Ship Thru and OEM (872) rear camera	$ 22,400.00	26.00%	
520	RB DRW 9	11' Reading Classic Ii Utility Body Reading Classic Ii Factory Powder Coated White With Sst Paddle Latches (Includes 2Nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) All Reading Utility Body Prices Listed Below Include: Factory Powder Coat, Painted White, Sst Paddle Latches, Bumper, Fuel Fill/ Hose Kit, 2Nd Stage Mso, Weight Slip And Completed Vehicle Certification. Requires (31*) Ship Thru and OEM (872) rear camera	$ 19,969.00	26.00%	
521	RB DRW 10	11' Reading Classic Ii Utility Body Reading Classic Ii Factory Powder Coated White With Sst Paddle Latches And Flip Top Lids (Includes 2Nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) All Reading Utility Body Prices Listed Below Include: Factory Powder Coat, Painted White, Sst Paddle Latches, Bumper, Fuel Fill/ Hose Kit, 2Nd Stage Mso, Weight Slip And Completed Vehicle Certification. Requires (31*) Ship Thru and OEM (872) rear camera	$ 21,971.00	26.00%	
522	RB DRW O 1	Spray On Liner (Front, Floor, Sides, Gate And Tops)	$ 1,995.00	33.00%	DIO

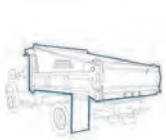
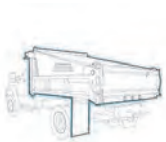
Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
523	RB DRW O 2	Spray In Bedliner On Bumper (Top Only)	$ 355.00	32.96%	DIO
524	RB DRW O 3	Led Strip Lighted Compartments	$ 968.00	32.97%	DIO
525	RB DRW O 4	Master Locking System	$ 1,047.00	33.04%	DIO
526	RB DRW O 5	22" Headache Rack, Aluminum PC white, Add $456 for lightbar mount	$ 1,154.00	32.95%	DIO
527	RB DRW O 6	22" Headache Rack, Steel	$ 967.00	33.01%	DIO
528	RB DRW O 7	Six Drawer unit ILO shelves in Roadside 1st vertical unit	$ 2,661.00	32.98%	DIO
529	RB DRW O 8	Relocate Oem Camera	$ 362.00	33.09%	DIO
530	RB DRW O 9	Latchmatic Remote Locking System For 11' Utility Bodies	$ 2,406.00	33.00%	DIO
531	RB DRW O 10	Mud Flaps	$ 265.00	33.17%	DIO
532	RB DRW O 11	Hd Buyers Ladder Rack, Steel	$ 1,652.00	33.01%	DIO
533	Reading Section 3	Flatbed Bodies. Note: All Flat Bed/ Gooseneck Bodies Require Icc Bumper Or Trailer Htch	Contract Price	%	DIO
534	RFB 1	Ftb Wh9: 9' Flatbed Dual Rear Wheel 11 Ga. Smooth Galvannealed Steel Skin On Headboard And Floor, Powder Coat Black, Structural Steel Cross Members On 12" Centers, 42" Headboard With Punched Window, 48" Stake Sides, 48" Rear Stake Barn Doors. (Includes 2nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) Requires Oem (872) Rear View Camera And (31*) Ship Thru	$ 11,896.00	26.00%	
535	RFB 2	12' Flatbed Drw 11 Ga. Smooth Galvannealed Steel Skin On Headboard And Floor, Powder Coat Black, Structural Steel Cross Members On 12" Centers, 42" Headboard With Punched Window, Icc Bumper, 48" Side Racks And Rear Swing Out Racks. (Includes 2nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) Req [31* Ship Thru], And Oem [872] Rear Camera	$ 12,824.00	26.00%	
536	RFBO 1	Rugby, Double Acting Hoist Lr-416B	$ 4,522.00	33.00%	DIO
537	RFB 3	Cm-Rd-03976034 Sdk: Cm Model Rd, 9' Steel Gooseneck Body Drw. 9'4" L X 97" W, W/1/8" Steel Treadplate Floor. Integrated Square Tube Headache Rack With Clear Led Oval Lights. 30K Capacity B&W Gooseneck Hitch With 7 Round Plug. One Piece Rear Skirt W/Tapered Corners. Rear Bumper W/24K Rated B&W Pull Hitch, W/2 1/2" Receiver And 7/4-Way Plug. 3/8" X 2" Side Rails With Stake Pockets. 4" Channel Runners. Led Stop/Tail/Turn/Backup, All Necessary Marker Lights And Reflectors. Black Powder Coat Finish. Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,367.00	26.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
538	RFB 4	Cm-Rd-04978434 Sdk: 11'4" Steel Gooseneck Body. 11'4" L X 97" W, W/1/8" Steel Treadplate Floor. Integrated Square Tube Headache Rack With Clear Led Oval Lights. 30K Capacity B&W Gooseneck Hitch With 7 Round Plug. One Piece Rear Skirt W/Tapered Corners. Rear Bumper W/24K Rated B&W Pull Hitch, W/2 1/2" Receiver And 7/4-Way Plug. 3/8" X 2"" Side Rails With Stake Pockets. 4" Channel Runners. Led Stop/Tail/Turn/Backup, All Necessary Marker Lights And Reflectors. Black Powder Coat Finish. (Includes 2Nd Stage Mso, Weight Slip, & Final-Stage Manufacturers Completed Vehicle Certification.) Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,538.00	26.00%	
539	RFB 6	14DRW FB: 14' Flatbed DRW 11 Ga. Smooth Galvannealed steel Skin on Headboard and floor, Powder Coat Black, Structural Steel Cross Members on 12" Centers, 42" Headboard with Punched Window (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Includes 48"H Steel Side Racks and Steel Rear Barn doors. Requires (31*) Ship Thru and OEM (872) rear camera	$ 15,936.00	26.00%	
540	RFB 7	FTB WH16: 16' Flatbed DRW 11 Ga. Smooth Galvannealed steel Skin on Headboard and floor, Powder Coat Black, Structural Steel Cross Members on 12" Centers, 42" Headboard with Punched Window (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Includes 48"H Steel Side Racks and Steel Rear Barn doors. Requires (31*) Ship Thru and OEM (872) rear camera	$ 16,973.00	26.00%	
541	Reading Section 4	DUMP BODIES: NOTE: ALL FLAT BED/ GOOSENECK BODIES REQUIRE ICC BUMPER OR TRAILER HTCH	Contract Price	%	DIO
542	RDB 1	AF DU-9-3 W/SR 4016 ES: 9' L X 96" W 3-4 Yard Rugby Eliminator series Tipper Dump: 10 Ga. Steel Construction, Single Acting Electric Hoist, ICC Bumper, 1/4 Cab Shield, Semi-Auto Tarp System with spring loaded arm bars, and (2) 6 inch cheater boards installed inside pockets. Req's 14,000 to 15,500 GVW Domistec Truck (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Requires (31*) Ship Thru and OEM (872) rear camera	$ 21,495.00	26.00%	
543	RDBO 1	Body Up Warning indicator light	$ 234.00	32.95%	DIO

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
544	RDB 2	Crysteel 9' 2/3 Yd E-Tipper Dump Body. 9’ L X 96” Od (87” Id). All Steel. 40" High, 10 Ga Front Bulkhead W/9"" X 35" Tapered Window. 1/2 Integral Straight Cab Shield. 12" High, 12 Ga Steel Rigid Sides With Boxed Top Rails And Vertical Side Braces. 18" High, 10 Ga Steel Double Panel, Manual Quick Drop Tailgate. Full Height Front Board Pockets. 7 Ga Steel Floor, 7"" Longbeams. Western Tubular Understructure. Full Height Front Board Pockets. Model Lbs-516, Electric Da Hoist. Single Cylinder, Class 40/D - Approx 10K Capacity. All Necessary Front & Rear Marker Lights & Reflectors. Flaps, ICC Bumper Five (5) Year Limited Warranty - Body/Hoist. Painted Black. Spring Assist Tarp. 6" H Poly Side Boards Requires (31*) Ship Thru And Oem (872) Rear Camera	$ 22,587.00	26.00%	
545	RDB 3	Crysteel 9' 3/4 Yd E-Tipper Dump Body. 9’ L X 96” Od (87” Id). All Steel. 40" High, 10 Ga Front Bulkhead W/9" X 35" Tapered Window. 1/2 Straight Integral Cab Shield. 16" High, 12 Ga Steel Rigid Sides With Boxed Top Rails And Vertical Side Braces. 22" High, 10 Ga Steel Double Panel, Manual Quick Drop Tailgate. Full Height Front Board Pockets. 7 Ga Steel Floor, 7"" Longbeams. Western Tubular Understructure. Full Height Front Board Pockets. Model Lbs-516, Electric Da Hoist. Single Cylinder, Class 40/D - Approx 10K Capacity. All Necessary Front & Rear Marker Lights & Reflectors, ICC Bumper and Mud Flaps Five (5) Year Limited Warranty - Body/Hoist. Painted Black. Spring Assist Tarp. 6" H Poly Side Boards Requires (31*) Ship Thru And Oem (872) Rear Camera	$ 22,716.00	26.00%	
546	RDB 4	9' L X 96" W 2-3 Yard Rugby Eliminator Dump Body: 10 Ga. Steel Construction, Double Acting Electric Hoist, ICC Bumper, 1/4 Cab Shield, Manual Tarp System w/ Mesh Tarp, and (2) 6 inch cheater boards installed inside pockets, Powder Coated Black. Req's 10,000 to 13,000 GVW Domistec Truck (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Requires (31*) Ship Thru and OEM (872) rear camera	$ 20,457.00	26.00%	

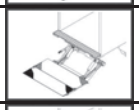
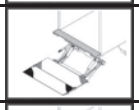
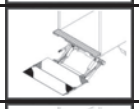
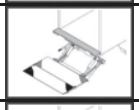
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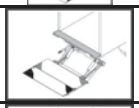
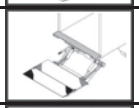
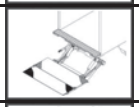
Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
547	RDB 5	11' L X 96" W 2-3 Yard Rugby Eliminator Dump Body: 10 Ga. Steel Construction, Double Acting Electric Hoist, ICC Bumper, 1/4 Cab Shield, Manual Tarp System w/ Mesh Tarp, and (2) 6 inch cheater boards installed inside pockets, Powder Coated Black. Req's 10,000 to 13,000 GVW Domistec Truck (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	$ 21,067.00	26.00%	
548	RDB 6	crys 2339475-k: crysteel 11' 2/3 yd e-tipper dump body. 11' l x 96" od (87" id). all steel. 40" high, 10 ga front bulkhead with 9" x 35" tapered window. 1/2 integral straight cab shield. 12" high, 12 ga steel rigid sides with boxed top rails and vertical side braces. 18" high, 10 ga steel double panel, quick drop tailgate. full height front board pockets. 10 ga steel floor, 7" longbeams. western tubular understructure. full height front board pockets. model lb510 electric da hoist. single cylinder, class c, 10 ton capacity. all necessary front & rear marker lights & reflectors. five (5) year limited warranty - body/hoist. painted black. ***icc bumper or hitch required Requires (31*) Ship Thru and OEM (872) rear camera	$ 22,274.00	26.00%	
549	RDB 7	crys 2296498-c: crysteel 11' 3/4 yd e-tipper dump body. 11' l x 96" od (87" id). all steel. 40" high - 10 ga front bulkhead w/9" x 35" tapered window. 1/2 straight integral cab shield. 16" high, 12 ga steel rigid sides with boxed top rails and vertical side braces. 22" high, 10 ga steel double panel manual quick drop tailgate. 7 ga steel floor, 7" longbeams. western tubular understructure. full height front board pockets. model lb510, electric da hoist. single cylinder, class c, 10 ton capacity. all necessary front & rear marker lights & reflectors. five (5) year limited warranty, body/hoist. painted black. ***icc bumper or hitch is required Requires (31*) Ship Thru and OEM (872) rear camera	$ 22,419.00	26.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
550	RDB 8	10' L X 96" W 5-7 Yard Tipper Rugby Titan Series Dumps: 10 Ga. Construction, 8 Ga. Floor, Painted Black, Hot Shift PTO, Semi-Auto Tarp with Spring Loaded Arm Bars, (2) Cheater Boards, ICC Bumper, For Medium Duty Trucks. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Requires Factory PTO Provision, (31*) Ship Thru and OEM Camera (872)	$ 35,113.00	26.00%	
551	RDB 9	10' L X 96" W 6-8 Yard Tipper Rugby Titan Series Dumps: 10 Ga. Construction, 8 Ga. Floor, Painted Black, Hot Shift PTO, Semi-Auto Tarp with Spring Loaded Arm Bars, (2) Cheater Boards, ICC Bumper, For Medium Duty Trucks. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Requires Factory PTO Provision, Requires Factory PTO Provision, (31*) Ship Thru and OEM Camera (872)	$ 35,541.00	26.00%	
552	Reading Section 5	TOOL BOX OPTIONS FOR FLATS	Contract Price	%	DIO
553	RTBO 1	1702300 UB: 24" X 18" X 18" Powder coated black welded under bed	$ 532.00	33.00%	DIO
554	RTBO 2	1702300 FM: 24" X 18" X 18" Powder coated black frame mounted	$ 532.00	33.00%	DIO
555	RTBO 3	1702303 UB: 30" x 18" x 18" Powder coated black welded under bed	$ 612.00	33.04%	DIO
556	RTBO 4	1702303 FM: 30" x 18" x 18" Powder coated black frame mounted	$ 612.00	33.04%	DIO
557	RTBO 5	1702305 UB: 36" x 18" x 18" Powder coated black welded under bed	$ 665.00	33.00%	DIO
558	RTBO 6	1702305 FM: 36" x 18" x 18" Powder coated black frame mounted	$ 665.00	33.00%	DIO
559	RTBO 7	1702310 UB: 48" x 18" x 18" Powder coated black welded under bed	$ 761.00	33.04%	DIO
560	RTBO 8	1702310 FM: 48" x 18" x 18" Powder coated black frame mounted	$ 761.00	33.04%	DIO
561	RTBO 9	1702315 UB: 60" x 18" x 18" Powder coated black tool box, welded under bed.	$ 904.00	32.94%	DIO
562	RTBO 10	1702315 FM: 60" x 18" x 18" Powder coated black tool box, frame mounted	$ 904.00	32.94%	DIO
563	Reading Section 7	Service Body Liftgates Requires (31*) ship thru	Contract Price	%	DIO
564	RLGO 2	TRUK 33075R (SW): Additional Marker Lights - Required with all Single Wheel Service Body Gates	$ 40.00	25.00%	DIO
565	RLGO 3	TRUK 33075R (DW): Additional Marker Lights - Required with all Dual Wheel Service Body Gates	$ 148.00	25.42%	DIO
566	RLG 5	TOMY 014376: TRANSFER FACTORY CAMERA FROM PICK UP GATE TO LIFTGATE	$ 325.00	25.00%	DIO
567	RLG 6	TOMY 014376: TRANSFER FACTORY REAR SENSORS TO LIFT GATE	$ 325.00	25.00%	DIO
568	RLG 7	G2-54-1342 TP27: Tommy Dual Hyd Cylinder Lift 1300 lb Capacity 49" x 27"+ 4" for Service Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 8,797.00	25.00%	
569	RLG 8	G2-54-1342 TP38: Tommy Dual Hyd Cylinder Lift 1300 lb Capacity 49" x 38"+ 4" 2- PC for Service Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 9,172.00	25.00%	
570	RLG 9	G2-54-1642 TP27: Tommy Dual Hyd Cylinder Lift 1600 lb Capacity 49" x 27"+ 4" for Service Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 9,359.00	24.99%	
571	RLG 10	G2-54-1642 TP38: Tommy Dual Hyd Cylinder Lift 1600 lb Capacity 49" x 38"+ 4" 2- PC for Service Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 9,547.00	25.00%	
572	RLG 11	TT-15ET 53X26+5: Thieman Dual Hyd Cylinder Lift 1500 lb Capacity 53" x 26"+ 5" for Service Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 9,617.00	25.00%	

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
573	RLG 12	TT-15ET 53X42+5: Thieman Dual Hyd Cylinder Lift 1500 lb Capacity 53" x 42"+ 5" 2-PC for Service Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,394.00	25.00%	
574	RLG 13	G2-92-1650 TP35: Tommy Dual Hyd Cylinder Liftgate 1600 lb Capacity 87" x 35"+ 6" for Flatbed, Stake and Van Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 9,314.00	24.99%	
575	RLG 14	G2-92-1650 TP41: Tommy Dual Hyd Cylinder Liftgate 1600 lb Capacity 87" x 41"+ 6" for Flatbed, Stake and Van Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 9,909.00	25.00%	
576	RLG 15	G2-92-1650 EA37: Tommy Dual Hyd Cylinder Liftgate 1600 lb Capacity 85" x 37"+ 6" Aluminum Platform for Flatbed, Stake and Van Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,897.00	25.00%	
577	RLG 16	G2-92-1650 EA41: Tommy Dual Hyd Cylinder Liftgate 1600 lb Capacity 85" x 41"+ 6" Aluminum Platform for Flatbed, Stake and Van Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 11,547.00	25.00%	
578	RLG 17	TVL16-90X36+5: Thieman Cable Drive Liftgate 1600 lb Capacity 90" x 36"+ 5" rail gate for Flatbed, Stake and Van Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 11,672.00	25.00%	
579	RLG 18	TVL20-90X36+5: Thieman Cable Drive Liftgate 2000 lb Capacity 90" x 36"+ 5" rail gate for Flatbed, Stake and Van Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 12,884.00	25.00%	
580	RLG 19	TVL-20 42+5: Thieman Cable Drive Liftgate 2000 lb Capacity 90" x 42"+ 5" rail gate for Flatbed, Stake and Van Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 13,316.00	25.00%	
581	RLG 20	TVL30-90X36+5: Thieman Cable Drive Liftgate 3000 lb Capacity 90" x 36"+ 5" rail gate for Flatbed, Stake and Van Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 14,472.00	25.00%	
582	RLG 21	TVL-30 42+5: Thieman Cable Drive Liftgate 3000 lb Capacity 90" x 42"+ 5" rail gate for Flatbed, Stake and Van Bodies Requires (31*) Ship Thru and OEM (872) rear camera	$ 14,034.00	25.00%	
583	Reading Section 8	Tuckaway Liftgates ** below lifgates are not compatible with cutaways Requires (31*) ship thru	Contract Price	%	DIO
584	RLG 22	M-16 ET 72X36+6: Theiman Tuckaway Liftgate 1600 lb Capacity 72" x36"+ 6" not compatible with cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,047.00	25.00%	
585	RLG 23	M-16 ET 72X42 WEDGE: Theiman Tuckaway Liftgate 1600 lb Capacity 72" x 42" Wedge min bed height 45" not compatible with cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,616.00	25.00%	
586	RLG 24	M-20 ET 72X36+6: Theiman Tuckaway Liftgate 2000 lb Capacity 72" x36"+ 6" not compatible with cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,032.00	25.00%	
587	RLG 25	M-20 ET 72X42 WEDGE: Theiman Tuckaway Liftgate 2000 lb Capacity 72" x 42" Wedge min bed height 45" not compatible with cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,522.00	25.00%	
588	RLG 26	M-25 ET 72X36+6: Theiman Tuckaway Liftgate 2500 lb Capacity 72" x36"+ 6" not compatible with cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,437.00	25.00%	
589	RLG 27	M-25 ET 72X42 WEDGE: Theiman Tuckaway Liftgate 2500 lb Capacity 72" x 42" Wedge min bed height 45" not compatible with cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 10,672.00	25.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
590	RLG 28	Theiman Tuckaway Liftgate 3000 lb Capacity 72" x36"+ 6" not compatible with cutaways	$ 10,664.00	25.00%	
591	RLG 29	MLB-16 ET AL 72x27+6: Theiman Tuckaway Liftgate 1600 lb Capacity 72" x32"+ 5" compatible with Ford E Series and GM Express / Savana cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 11,842.00	25.00%	
592	RLG 30	MLB-16 ET AL 72x37 WEDGE: Theiman Tuckaway Liftgate 1600 lb Capacity 72" x 38" Wedge compatible with Ford E Series and GM Express / Savana cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 11,797.00	25.00%	
593	RLG 31	MLB-20 ET AL 72x27+6: Theiman Tuckaway Liftgate 2000 lb Capacity 72" x32"+ 5" compatible with Ford E Series and GM Express / Savana cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 12,019.00	25.00%	
594	RLG 32	MLB-20 ET AL 72x37 WEDGE: Theiman Tuckaway Liftgate 2000 lb Capacity 72" x 38" Wedge compatible with Ford E Series and GM Express / Savana cutaways Requires (31*) Ship Thru and OEM (872) rear camera	$ 12,057.00	25.00%	
595	Reading Section 9	ENCLOSED PANEL BODIES	Contract Price	%	DIO
596	RESV 2	TPA50-108DW: 9' Reading Steel Panel Body, 50" Interior Height, Tapered Top w/3 full length shelves, 2 LED Cargo Lights, factory powder coated white (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 60" CA Dual Rear Wheel Requires (31*) Ship Thru and OEM (872) rear camera	$ 24,506.00	20.00%	
597	RESV 5	TPA60-108DW: 9' Reading Steel Panel Body, 60" Interior Height, Tapered Top w/3 full length shelves, 2 LED Cargo Lights, factory powder coated white (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 60" CA Dual Rear Wheel Requires (31*) Ship Thru and OEM (872) rear camera	$ 24,553.00	20.00%	
598	RESV 6	TPA72-108DW: 9' Reading Steel Panel Body, 72" Interior Height, Tapered Top w/3 full length shelves, 2 LED Cargo Lights, factory powder coated white (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 60" CA Dual Rear Wheel Requires (31*) Ship Thru and OEM (872) rear camera	$ 26,445.00	20.00%	
599	RESV 7	TPA60-132DW: 11' Reading Steel Panel Body, 60" Interior Height, Tapered Top w/3 full length shelves, 2 LED Cargo Lights, factory powder coated white (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 84" CA Dual Rear Wheel Requires (31*) Ship Thru and OEM (872) rear camera	$ 29,925.00	20.00%	
600	RESV 8	TPA72-132DW: 11' Reading Steel Panel Body, 72" Interior Height, Tapered Top w/3 full length shelves, 2 LED Cargo Lights, factory powder coated white (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Req's 84" CA Dual Rear Wheel Requires (31*) Ship Thru and OEM (872) rear camera	$ 33,171.00	20.00%	
601	RESVO 1	SPRAY-132: Spray on Liner (front, floor, sides, & tops)	$ 2,393.00	33.02%	DIO
602	RESVO 5	RBW ML-108A: Masterlocking, Spring Loaded Locking System for 9' body.	$ 785.00	33.05%	DIO
603	RESVO 6	RBW ML-132A: Masterlocking, Spring Loaded Locking System for 11' body.	$ 880.00	32.93%	DIO
604	RESVO 9	INSTALL OEM CAMERA: Relocate/Install OEM Back up Camera.	$ 362.00	33.09%	DIO
605	Reading Section 10	REINFORCED CRANE BODY/ LIGHT CRANES	Contract Price	%	DIO
606	RCB 1	Reading Classic II 9' (60" c/a) Crane Body. Includes 8 shelves. Powder coated white Includes pooched step bumper w/ recess, manual outriggers, mudflaps, exhaust extension - if required, and BCM reflash - Requires (31*) Ship Thru, (574) Tow Package, and OEM (872) rear camera	$ 27,494.00	20.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
607	RCB 2	Reading Classic II 11' (84" c/a) Crane Body. Includes 11 shelves. Powder coated white Includes pooched step bumper w/ recess, manual outriggers, mudflaps, exhaust extension - if required, and BCM reflash - Requires (31*) Ship Thru, (574) Tow Package, and OEM (872) rear camera	$ 31,673.00	20.00%	
608	Reading Section 11	CRANE BODIES FOR 4K CRANES	Contract Price	%	DIO
609	RCB 3	Reading RM-25 9' (60" c/a) Crane Body for cranes up to 25000 ft/lbs. Includes 12 shelves, slam tailgate, (4) D ring tie downs, manual outriggers, 21" Workbench bumper, 20K Rating, Rear steps, Vise plate, Mudflaps & Weight slip. Requires (31*) Ship Thru, (574) Tow Package, and OEM (872) rear camera	$ 31,941.00	20.00%	
610	RCB 4	Reading RM-25 11' (84" c/a) Crane Body for cranes up to 25000 ft/lbs (most 5000 lb. cranes). Includes 12 shelves, slam tailgate, (6) D ring tie downs, manual outriggers, 21" Workbench bumper, 20K Rating, Rear steps, Vise plate, Mudflaps & Weight slip. Requires (31*) Ship Thru, (574) Tow Package, and OEM (872) rear camera	$ 35,359.00	20.00%	
611	Reading Section 12	CRANE BODIES FOR 5K CRANES	Contract Price	%	DIO
612	RCB 8	Reading RM-35 11' (84" c/a) Crane Body for cranes up to 39000 ft/lbs. Includes integrated headache rack, 12 shelves, (2) grab handles, slam tailgate, powered outriggers, Increase height of curbside front to 60" H and add O/A bottle bracket ILO shelves in CSV2 compartment, 21" Workbench bumper, 20K Rating, Rear steps, Vise plate. Spray In Liner in cargo area & compartment tops, Mudflaps & Weight slip. Requires (31*) Ship Thru, (574) tow package, and OEM (872) rear camera	$ 50,684.00	20.00%	
613	RCB 9	Reading RM-45 11' (84" c/a) Crane Body for cranes up to 45000 ft/lbs. Includes integrated headache rack, 12 shelves, (2) grab handles, slam tailgate, powered outriggers. Painted white w/ black sprayliner applied to cargo area and compartment tops. Includes 21' Workbench bumper, Steps, C/S Vise plate, Lockable storage, spray liner, 20K 2 1/2" receiver, trailer plug, mudflaps and BCM reflash. Requires (31*) Ship Thru	$ 61,804.00	20.00%	DIO
614	RCBO 1	Increase height of curbside front to 60" H and add O/A bottle bracket ILO shelves (Models: rm-25 and rm-25 b)	$ 1,154.00	32.95%	DIO
615	RCBO 2	Decrease height of CSV1 & CSV2 from 60" to 44" and replace O/A bracket with (2) shelves	$ 559.00	33.10%	DIO
616	RCBO 3	Masterlocking	$ 1,330.00	33.00%	DIO
617	RCBO 4	7-Drawer unit ILO shelves in Roadside 1st Vertical	$ 3,539.00	33.00%	DIO
618	RCBO 5	Pipe Box - installed on roadside compartment top	$ 2,982.00	33.01%	DIO
619	RCBO 6	5 Gal Water Cooler & Rack - installed on roadside rear compartment	$ 374.00	33.10%	DIO
620	RCBO 7	Cone holder, horizontal, rear bumper mount, curbside	$ 133.00	33.00%	DIO
621	RCBO 8	Cone holder, swing away front bumper mount	$ 532.00	33.00%	DIO
622	RCBO 9	Wilton 1765 6" vise installed on CS of bumper	$ 1,551.00	33.02%	DIO
623	Reading Section 13	3K CRANES	Contract Price	%	DIO
624	RC 1	Liftmoore 3612REL-15 crane w/ wired remote - includes boom support, aux. battery, & spring reinforcement as needed	$ 21,671.00	18.00%	
625	RC 2	Stellar EC3200 crane w/ wireless remote - includes boom support, aux. battery, & spring reinforcement as needed	$ 24,775.00	18.00%	
626	Reading Section 14	4K CRANES	Contract Price	%	DIO

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
627	RC 3	Stellar EC4000-16 crane w / wireless remote - includes boom rest, aux. battery & spring reinforcement as needed	$ 26,021.00	18.00%	
628	RC 4	Stellar EC5000 crane w/ wireless remote - includes boom rest, aux. battery & spring reinforcement as needed	$ 30,079.00	18.00%	
629	RC 5	Liftmoore 5000X12-20 crane w/ wired remote - includes boom rest, aux. battery & spring reinforcement as needed	$ 31,940.00	18.00%	
630	RC 6	Liftmoore 2550XP hydraulic crane w/ wired remote - includes manual outriggers, wet kit and spring reinforcement as needed (NOTE: Chassis must be ordered with PTO provision)	$ 41,271.00	18.00%	
631	RC 7	Liftmoore 1032XP hydraulic crane w/ wired remote - includes manual outriggers, wet kit and spring reinforcement as needed (NOTE: Chassis must be ordered with PTO provision)	$ 34,425.00	18.00%	
632	Reading Section 15	Big Cranes	Contract Price	%	DIO
633	RC 10	Stellar 7621 hydraulic crane w/ radio remote - includes wet kit and spring reinforcement as needed (NOTE: Chassis must be ordered with PTO provision)	$ 46,357.00	18.00%	
634	RC 11	Stellar 7630 hydraulic crane w/ radio remote - includes wet kit and spring reinforcement as needed (NOTE: Chassis must be ordered with PTO provision)	$ 49,050.00	18.00%	
635	RC 12	Palfinger 6025H hydraulic crane w/ radio remote - includes wet kit and spring reinforcement as needed (NOTE: Chassis must be ordered with PTO provision)	$ 44,638.00	18.00%	
636	RC 13	Palfinger 8029H hydraulic crane w/ radio remote - includes wet kit and spring reinforcement as needed (NOTE: Chassis must be ordered with PTO provision)	$ 49,299.00	18.00%	
637	Reading Section 16	**DESCRIPTION**	**CONTRACT PRICE**	**% Disc, MU**	**MSRP**
638	ABOX 12	J & B Aluminum 12' L x 96" W x 84" H Dry Freight Van Bodies: Aluminum w / Plywood Interior, Radius Front, Pine Floor, ICC Bumper, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Requires (31*) Ship Thru	$ 17,543.00	25.00%	
639	FRPBOX 12	J & B FRP 12' L x 96" W x 84" H Dry Freight Van Bodies: FRP, Radius Front, Pine Floor, ICC Bumper, 1- Dome Light, 2- Rear Grab Handles, ** Composite Roll-up Rear Door (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.) Requires (31*) Ship Thru	$ 18,207.00	25.00%	
640	Reading Section 17	**DESCRIPTION**	**CONTRACT PRICE**	**% Disc, MU**	**MSRP**
641	BXO 1	Sliding Bulkhead Door	$ 399.00	33.00%	DIO
642	BXO 2	Wheel Boxes	$ 974.00	33.06%	DIO
643	BXO 3	10" x 72" Rear Step Bumper	$ 599.00	33.11%	DIO
644	Electrical Options	**DESCRIPTION**	**CONTRACT PRICE**	**% Disc, MU**	**MSRP**

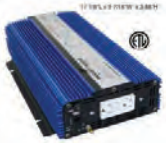
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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
645	KM 1000	Kussmall Auto Charge 1000 PLC (091-215-12) DESCRIPTION: REQ Single Battery system 1. 18A total: 15A battery charger, 3A battery saver 2. Microprocessor controlled, completely automatic operation regulates output to a single battery bank 3. Precision voltage controller senses battery voltage, eliminating need for sense wires 4. Parasitic Load Compensation allows for user input of total accessory load amps on the vehicle. This allows the charger to shift the absorption stage set point so the battery voltage drops to the float voltage when desired current is reached 5. Battery Type Selection Switches: Lead-Acid, Gel Cell, AGM or Odyssey 6. Float / 3-Step Charge Mode Selection Switches 7. Compatible with Super Auto Eject with Deluxe Cover 63-11-2106 (Bar Graph Display) 8. 3 year warranty	$ 1,610.00	40.00%	DIO
646	KM 2000	AUTO CHARGE 2000 PLC PRODUCT CODE: 091-237-12 DESCRIPTION 18A total: 15A battery charger, 3A battery saver Microprocessor controlled, completely automatic operation regulates the output to a dual battery bank Precision voltage controller senses battery voltage, eliminating the need for sense wires Parasitic Load Compensation allows for user input of total accessory load amps on the vehicle. This allows the charger to shift the absorption stage set point so the battery voltage drops to the float voltage when desired current is reached Battery Type Selection Switches: Lead-Acid, Gel Cell, AGM or Odyssey Float / 3-Step Charge Mode Selection Switches 3 year warranty Remote Bar Graph Included 091-39-IND Also will work with Auto Eject with Deluxe Cover, 63-11-7106 (20 Amps) 61-11-7106 (15 Amps)	$ 1,749.00	40.00%	

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
647	KM AE20wp	AUTO EJECT 20 WP PRODUCT CODE: 091-20WP-120 DESCRIPTION 120 Volts AC, 20 Amps Automatically disconnects shoreline Designed specifically for emergency vehicles Eliminates broken shoreline 2 year warranty Default color for cover is yellow The Auto Eject WP is a power input connector designed to be mounted in the side of a vehicle to permit connecting 120 Volt AC shoreline. It comes with a weatherproof cover. The cover is spring loaded to close, preventing water from entering when the shoreline is not connected. A solenoid wired to the vehicle's starter, is energized when the engine is cranked. This instantaneously drives the plug from the receptacle. This simple, reliable device, eliminates forever the broken cables which result when drivers forget to remove the shoreline before driving away.	$ 1,063.00	40.00%	
648	63-11-2106	SUPER AUTO EJECT WITH DELUXE COVER-BAR GRAPH PRODUCT CODE: 63-11-2106 DESCRIPTION with Deluxe Cover-Bar Graph Display- 10 Red LED Bar Graph 120 Volts AC, 20 Amps Automatically disconnects shoreline Completely sealed Designed specifically for emergency vehicles Eliminates broken shoreline 2 year warranty Bar Graph Display monitors select Kussmaul Chargers, (please see "Charger Compatibility Chart" section) Default color for the deluxe digital cover is yellow. Call customer service for different configurations and product numbers The Super Auto Eject is a completely sealed automatic power line disconnect. This prevents contamination of the mechanism by road dirt, and ensures long reliable life even when mounted in the most severe environment. A novel internal switch arrangement closes and opens the 120 Volt A.C. circuit after the mating connector is inserted, and before the connector is removed. This eliminates arcing at the connector contacts, and assures long contact life. As with all Auto Ejects, the Super Auto Eject is connected to the starter circuit, so that ejection occurs when the engine is cranked.	$ 1,575.00	40.00%	

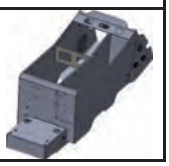
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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
649	61-11-8106	AUTO EJECT WITH DELUXE COVER- BAR GRAPH, DUAL OUTPUT PRODUCT CODE: 61-11-8106 DESCRIPTION with Deluxe Cover-Bar Graph Display- 10 Red LED Bar Graph/Dual Output 120 Volts AC, 15 Amps Automatically disconnects shoreline Completely sealed Designed specifically for emergency vehicles Eliminates broken shoreline 2 year warranty Compatible with Kussmaul AC2000 charger Default color for the deluxe digital cover is yellow. Call customer service for different configurations and product numbers The Super Auto Eject is a completely sealed automatic power line disconnect. This prevents contamination of the mechanism by road dirt, and ensures long reliable life even when mounted in the most severe environment. A novel internal switch arrangement closes and opens the 120 Volt A.C. circuit after the mating connector is inserted, and before the connector is removed. This eliminates arcing at the connector contacts, and assures long contact life. As with all Auto Ejects, the Super Auto Eject is connected to the starter circuit, so that ejection occurs when the engine is cranked.	$ 1,610.00	40.00%	
650	INV PS 1500	AIMS 1500 Watt Pure Sine Wave Inverter [PWRI150012120S] [Requires > 200amp Alternator] *Continuous output power 1500 watts *Uses 2AWG wire @20FT with 150AMP fuse *Surge power 3000 watts *Intelligent cooling (the cooling fan will start running when the case temperature reaches 104°F) *Dimension (L x W x H) 15.875 x 8.375 x 3.875 in. *Unit Weight 10 lbs *Shipping weight 12 lbs *Remote port for optional remote	$ 1,389.00	35.00%	
651	INV PS 2000	AIMS 2000 Watt Pure Sine Wave Inverter [PWRI200012120S] [Requires High Output Alternator & Aux Battery] Uses 1/0 AWG wire on 200amp fuse @20ft * 2000 Watts continuous / 4000 Watts peak, Pure Sine Wave Inverter converts 12V DC to 120V AC Power 60 Hz * Multiple safety features including AC output short circuit protection, Input over-voltage warning and shutdown, Input under-voltage warning and shutdown, Over temperature protection with indicator, and Overload protection. * This inverter has 2 GFCI AC outlets, USB Port, Optional remote (part # REMOTEHF) allows for easy on / off if the inverter is in a hard to reach location. High quality and very efficient. Efficiency 90%. * This unit also has dual intelligent cooling fans that will start running when the case temperature reaches 104° F. This is comparable to a standard residential outlet. It will power everything that can go into a 15 amp outlet and would include your heavy duty equipment.	$ 1,519.00	35.00%	

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
652	INV PS 600	AIMS 600 Watt Pure Sine Power Inverter 12 Volt: [PWRI60012120S] *Continuous output power: 600 Watts. [will power chargers, laptops, small printers] *Surge (peak power): 1200 Watts, Fused at 60amps with 8awg wire @ 16FT *Product size (L x W x H): 8.39" x 5.51" x 2.91	$ 1,191.00	35.00%	
653	INVsw	AIMS Power Remote On/Off Switch [REMOTEHF] Features: 1. 30 feet of cable; Easily extendable with standard RJ-9 cable 2. Dip Switch for controlling LED indicator lights	$ 98.00	35.00%	
654	Required Options	Power Option (Required with inverter purchase)	Contract Price	%	MSRP
655	C Power	Constant Power to the inverter, selection of this option main drain battery over extended run times	$ 18.00	0.00%	NA
656	Ig Power	Ignition Controlled power to the inverter. The inverter powers off when vehicle is turned off.	$ 50.00	0.00%	NA
657	Mounting	Mounting location (Required with Inverter purchase)	Contract Price	%	MSRP
658	**RC Brkt**	Inverter mounting bracket for location options behind seat in Reg Cab Trucks	$ 74.00	35.00%	NA
659	**Loc LTS**	Inverter mounted near the laptop stand in passenger footwell area. Not available with >1000watt inverters	No Charge	35.00%	NA
660	**Loc UPS**	Inverter mounted Under passenger seat with outlets facting toward rear	No Charge	35.00%	NA
661	**Loc BDS**	Inverter mounted behind driver's seat on floor with outlets facing driver's door.	No Charge	35.00%	NA
662	**Loc RSP**	Inverter mounted under rear seat, passenger side, outlets facing door.	No Charge	35.00%	NA
663	**Loc RSD**	Inverter mounted under rear seat, driver's side, outlets facing door.	No Charge	35.00%	NA
664	**Loc DSR**	Inverter mounted under rear seat, driver's side, outlets facing rear.	No Charge	35.00%	NA
665	**Loc PSR**	Inverter mounted under rear seat, Passenger's side, outlets facing rear.	No Charge	35.00%	NA
666	**Loc SBP**	Inverter mounted inside service body compartment, passenger side. Requires higher gauge wire >20ft	$ 540.00	35.00%	NA
667	**Loc SBD**	Inverter mounted inside service body compartment, driver's side. Requires higher gauge wire >20ft	$ 540.00	35.00%	NA
668	INTERIOR	Description	Contract Price	%	MSRP
669	HKN4192B	Motorola Power and Ground Extra Long Cable (10 ga.) with 20Amp fuse, incl labor	$ 165.00	45.00%	
670	SAFET	Safety Kit Incl; First Aid Kit, Triangle Kit & Fire Extinguisher (Specify monting location) B500T, PET449, 6430	$ 266.00	45.00%	
671	SAFET2	First Aid, Fire Extinguisher (specify moutning location) and Road LED Kit-6430, B500T, 1160-4PACK	$ 490.00	45.00%	

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
672	WT 250 RC2	Weather Tech Laser Cut floor mats (4410541v)	$ 190.00	45.00%	
673	WT 250 EC2	Weather Tech Laser Cut mats FRONT ONLY (4410511V)	$ 190.00	45.00%	
674	WT 250 EC4	Weather Tech Laser Cut mats FRONT AND REAR (4410511v, 446975)	$ 305.00	45.00%	
675	WT 250 CC2	Weather Tech Laser cut floor mats FRONT ONLY (4410511V)	$ 190.00	45.00%	
676	WT 250 CC4	Weather Tech Laser cut floor mats FRONT AND REAR (4410511V, 4410124V)	$ 301.00	45.00%	
677	RKE	Programmed Integrated Key Transmitter Fob	$ 326.00	45.00%	DIO
678	PKE	Programmed Key with Pats Technology, Fleet Key	$ 145.00	45.00%	DIO
679	Console	Description	Contract Price	%	MSRP
680	Console 1	16" Wide Body Console with Open Storage on Side of Console: 4" Dual Beverage Holder, Console Tray, 2-DC Outlets, 1- Dual USB Port Faceplate, Height Adjustable Arm Rest (SPECIFY RADIO MODEL AT THE TIME OF ORDER)[CC-21F1-0709-OS-K]	$ 1,282.00	40.00%	
681	Console 2	20" Wide Body Console with Open Storage on Side of Console: 4" Dual Beverage Holder, Console Tray, 2-DC Outlets, 1- Dual USB Port Faceplate, Height Adjustable Arm Rest (SPECIFY RADIO MODEL AT THE TIME OF ORDER)[CC-21F1-0713-OS-K]	$ 1,355.00	40.00%	

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
682	Console 3	16" Wide Body Console with Open Storage on Side of Console: 4" Dual Beverage Holder, Console Tray, 2-DC Outlets, 1- Dual USB Port Faceplate, Height Adjustable Arm Rest (SPECIFY RADIO MODEL AT THE TIME OF ORDER)[CC-21F1-0709-OS-K]	$ 1,623.00	40.00%	DIO
683	Console 4	Passenger Seat Computer Mount With Rotating Swing-Arm & Standard Laptop Tray [CM-F15-SA-LT17]	$ 755.00	40.00%	
684	Console 5	Console Side-Mount Computer Mount With Rotating & Extendable Slide-Arm & Standard Laptop Tray [CM-SDMT-SL-LT17]	$ 760.00	40.00%	
685	CAB OPTIONS	Description	Contract Price	%	MSRP
686	vv250 crew	AVS Outside Mount Ventvisor Window Deflectors CrewCab (94975)	$ 295.00	45.00%	
687	RB250 Crew	Aries 4" Back Steel Oval Side Bars (S223043)	$ 595.00	40.00%	
688	TINT2	Window Tint On Front 2 Windows Including Windshield Strip	$ 315.00	40.00%	DIO
689	TINTA	Tint All Windows 4 Door Including Windshield Strip	$ 385.00	40.00%	DIO
690	CABSHLD	Sterling Cab Shield with Mesh Window, Includes Black Pwder Coating [H950FSDE]	$ 1,029.00	40.00%	DIO
691	CABSHLD B	Sterling Cab Shield with Mesh Window, Includes Black Pwder Coating and Beacon Provision [H950FSDE]	$ 693.00	40.00%	DIO

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
692	CABSHLD L	Sterling Cab Shield with Mesh Window, Includes Black Pwder Coating and Lightbar Provision [H950FSDE]	$ 693.00	40.00%	DIO
693	BACKRACK	Back Rack Light Duty Louvered Headache Rack-[12700, 30222], Options Available for Light Bar and Toolbox installations. With service body, Back rack Diamond with Mesh Window	$ 636.00	40.00%	
694	NITRO	Nitrogen Filled Tires In Lieu Of Std. Factory Fill. Fuel Economy Saver Due To Tire Pressure Consistency, On Ground	$ 259.00	40.00%	DIO
695	UCOAT	Under Coating	$ 1,330.00	40.00%	DIO
696	BM1	GEN-Y MEGA-DUTY 2.5" Shank 6" Drop 3.5K TW 32K Hitch Dual-Ball [GH-1613, GH-099]	$ 729.00	40.00%	
697	BM2	GEN-Y MEGA-DUTY 2.5" Shank 6" Drop 3.5K TW 32K Hitch Dual-Ball Pintle [GH-1623, GH-099]	$ 902.00	40.00%	
698	PINTLE BC	Pintle Ball Combination 2 5/16" with Adjustable Shank [PM25812, 10057, 63242]	$ 439.00	40.00%	DIO
699	PINTLE FX	Pintle Ball Combination 2 5/16" with Fixed Shank [RM122516, 63242]	$ 327.00	40.00%	
700	BACKZONE	Reverse Sensing System, Dealer Installed [250-1903-bztrk]	$ 728.00	40.00%	
701	Front End Attachments	Description	Contract Price	%	MSRP

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
702	57-924105	FSD HDX MODULAR WINCH MOUNT GRILLE GUARD Part No. 57-924105 COMPONENTS(QTY 1) 57-24105 Grill Guard Shell, (QTY1) 46-23905 MAX Winch Tray MOTOR LENGTH (IN.)7 WINCH DEPTH (IN.)6.5 Requires (60x) Automated Emergency Braking (AEB) - (60X) – XL only Removal (removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)	$ 1,920.00	35.00%	
703	57-4105	FSD HDX 1 PIECE GRILLE GUARD BLACK Part No. 57-4105 COLOR Black FINISH Powder Coated MATERIALSteel STYLE 1 Piece Welded Requires (60x) Automated Emergency Braking (AEB) - (60X) – XL only Removal (removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)	$ 1,560.00	35.00%	
704	57-0025	HDX FLUSH MOUNT B-FORCE LED LIGHT KIT Part No. 57-0025 COLOR: Black FACE SIZE (IN.)6 FINISH. Powder Coated MATERIAL: Steel Requires (60x) Automated Emergency Braking (AEB) - (60X) – XL only Removal (removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)	$ 543.00	35.00%	DIO
705	57-0035	HDX FLUSH MOUNT B-FORCE LED LIGHT KIT Part No. 57-0035 COLOR Black FACE SIZE (IN.) 10 FINISH: Powder Coated MATERIAL: Steel Requires (60x) Automated Emergency Braking (AEB) - (60X) – XL only Removal (removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)	$ 611.00	35.00%	DIO
706	57-0005	HDX GRILLE GUARD LIGHT CLAMPS Part No. 57-0005 COLOR Black FINISH Powder Coated MATERIAL Steel Requires (60x) Automated Emergency Braking (AEB) - (60X) – XL only Removal (removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)	$ 158.00	35.00%	DIO

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
707	WARN 8K	VR EVO 8k WINCH - 103250 Manufacturer: Warn Part Number: 103250 Ideal on 2-door Bronco and lighter SUVs for everyday pulls and getting yourself out of trouble. The VR EVO 8 features IP68-rated waterproof construction, an ultra-reliable Albright® contactor inside a relocatable control pack, and a corded remote with 11.5' (3.5m) lead. With it's fast line-speed and lower amp draw, the VR EVO winches are the hardest-working standard-duty winches we've ever made, with tactical styling that looks great up front and at a price that won't pull you out of your budget. Please Note: This product requires a compatible bumper or mounting plate to be properly mounted to your vehicle. Please visit our Mounting & Protection category for available options. Requires (60x) Automated Emergency Braking (AEB) - (60X) – XL only Removal (removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)	$ 1,306.00	35.00%	
708	WARN 10K	VR EVO 10k WINCH - 103252 Manufacturer: Warn Part Number: 103252 Ideal weight capacity and line speed for 1/2-ton pickups, and larger SUVs. The VR EVO 10 features IP68-rated waterproof construction, an ultra-reliable Albright® contactor inside a relocatable control pack, and a corded remote with 11.5' (3.5m) lead. With it's fast line-speed and lower amp draw, the VR EVO winches are the hardest-working standard-duty winches we've ever made, with tactical styling that looks great up front and at a price that won't pull you out of your budget. Please Note: This product requires a compatible bumper or mounting plate to be properly mounted to your vehicle. Please visit our Mounting & Protection category for available options. Requires (60x) Automated Emergency Braking (AEB) - (60X) – XL only Removal (removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)	$ 1,360.00	35.00%	

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
709	WARN 12K	VR EVO 12k WINCH - 103254 Manufacturer: Warn Part Number: 103254 Ideal for 3/4 and 1-ton pickups and all types of large frame rigs that require longer and heavier pulls. The VR EVO 12 features IP68-rated waterproof construction, an ultra-reliable Albright® contactor inside a relocatable control pack, and a state-of-the-art, and a corded remote with 11.5' (3.5m) lead. With it's fast line-speed and lower amp draw, the VR EVO winches are the hardest-working standard-duty winches we've ever made, with tactical styling that looks great up front and at a price that won't pull you out of your budget. Please Note: This product requires a compatible bumper or mounting plate to be properly mounted to your vehicle. Please visit our Mounting & Protection category for available options. Requires (60x) Automated Emergency Braking (AEB) - (60X) – XL only Removal (removes Pre-Collision Assist with Automated Emergency Braking (AEB) and Forward Collision Warning, Auto High Beams, Post Impact Braking and Audible Lane Departure Warning)	$ 1,492.00	35.00%	
710	FSL	Front proximity sensor Re-locate	$ 638.00	45.00%	DIO
711	FCL	Front Camera Re-locate	$ 580.00	45.00%	DIO
712	Lighting	Description [See Lighting Section for AlaCarte lights]	Contract Price	%	MSRP
713	ARGES	Whelen Remote Spotlight Driver Side Mount (ARGES1,ARGCH1, ARG47DD)	$ 1,194.00	15.00%	
714	STLIGHT	Streamlight Rechargeable Stinger Flashlight-75712	$ 251.00	25.00%	
715	LEDSPOT	LED Pillar Mounted Spotlight- [221016-0002, 9078]	$ 755.00	29.00%	

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
716	GOLITE	LED Permanent Mount Go-Light brand spot light 20074GT	$ 845.00	29.00%	
717	SBL	3RD Brake Light Safety Pulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)	$ 219.00	29.00%	DIO
718	LED PKG 1	SD PERIMETER LIGHTING: A: (2) SOUNDOFF: XF Flush mount [EXFS10002-(Y)]Location: On grill B: (2) SOUNDOFF: XF Flush mount [EXFS10002-(Y)] Location: On bumper	$ 692.00		
719	LED PKG 2	SD PERIMETER LIGHTING: A: (2) SOUNDOFF: mPower 3" QM [EMPS1QMS3*] Location: On grill B: (2) SOUNDOFF: mPower 4" QM [EMPS2QMS4*] Location: On bumper	$ 917.00		
720	LED PKG 3	SD PERIMETER LIGHTING: A: (2) SOUNDOFF: mPower 3" QM [EMPS1QMS3*] Location: On grill B: (2) SOUNDOFF: mPower 4" QM [EMPS2QMS4*] Location: Between bumper and tailgate	$ 917.00		
721	LED PKG 4	SD PERIMETER LIGHTING: A: (2) WHELEN Mini T-Series Location: On grill B: (2) WHELEN T-Series Location: On bumper	$ 860.00		
722	LED PKG 5	SD PERIMETER LIGHTING: A: (2) WHELEN Mini T-Series Location: On grill B: (2) WHELEN T-Series Location: Between bumper and tailgate	$ 860.00		

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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
723	LED PKG 6	Whelen 16" Mini LED Light Bar- Amber Light With Amber Lens (MC16PA)	$ 735.00	28.00%	
724	LED PKG 7	Whelen 16" Mini LED Light Bar- Amber/White Light With Clear Lens (MC16PF)	$ 722.00	28.00%	
725	LED PKG 8	Whelen 16" Mini LED Light Bar- Amber/W Light With Clear Lens (MC16PCA)	$ 741.00	28.00%	
726	LED PKG 9	Whelen 23" Mini LED Light Bar- Amber Light With Amber Lens (MC23PA)	$ 887.00	28.00%	
727	LED PKG 10	Whelen 23" Mini LED Light Bar- Amber Light With Clear Lens (MC23PCA)	$ 840.00	28.00%	
728	LED PKG 11	Whelen 23" Mini LED Light Bar- Amber/White Light With Clear Lens (MC23PF)	$ 840.00	28.00%	
729	LED PKG 12	Whelen Edge 59" Light Bar with Take Down and Alley Lights, 2-Hideaway Grille Lights, 2- Flashing Tail Lights, with 6 Switch Controller (9SX2****, CCP9)- Single Color- Dual Available, SPECIFY LIGHT COLOR AT TIME OF ORDER	$ 3,015.00	28.00%	DIO

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
730	LED PKG 13	Interior Flashing System (WHELEN): (2) Solo Avenger LEDs In Headliner, (2) Solo Avenger Led's In Rear Deck, 4 Corner Flashing System With Single Mounted Controller (Specify Color At Time Of Order) (AVC11*, AVBKT5S) SPECIFY LIGHT COLOR AT TIME OF ORDER	$ 1,790.00	28.00%	DIO
731	LED PKG 14	STANDARD INTERIOR PACKAGE A: (2) WHELEN: T-Series [TLMI2*] Location: In grille B: (2) WHELEN: T-Series [TLI2*] Location: On rear bumper C: WHELEN: Inneredge front [BSFW478*] and rear [BSRW8*] D: WHELEN: Core C399, CCTL*, Speaker [SA315P] and Bracket [SAK61P]	$ 5,739.00	28.00%	
732	LED PKG 15	Whelen Liberty II 54" Light Bar with Take Down and Alley Lights, 2-Hideaway Grille Lights, 2- Flashing Tail Lights, C399, C339SP,CCTL*, Speaker And Mounting Brackets(BB2****, SA315P, SAK61P, CCTL*)- Single Color- Dual Available, SPECIFY LIGHT COLOR AT TIME OF ORDER	$ 4,343.00	28.00%	DIO
733	LED PKG 16	JUSTICE LIGHTBAR PACKAGE A: (2) WHELEN: T-Series [TLMI2*] Location: In grille. B: (2) WHELEN: T-Series [TLI2*] Location: On bumper C: WHELEN: Justice WCX 62" Lightbar [RX0****] Location: On roof D: WHELEN: Core C399, CCTL*, Speaker [SA315P] and Bracket [SAK73]	$ 5,497.00	28.00%	
734	LED PKG 17	Whelen Traffic Advisor 4500/Arrow. Features left, right and split arrows and warning function for enhanced signaling includes TATCL5 control head [TA125NF1]	$ 2,394.00	28.00%	
735	LED PKG 18	Whelen 8 Module Trafic Advisor Dominator 8 AMBER module directional light array. Features left, right and split arrows. [DTA8A]. Wired to Upfitter switches.	$ 1,513.00	28.00%	

736	Toolboxes	Description	Contract Price	%	MSRP
737	TBX 4	UWS 36" Side Mount Tool Box (TBSM-36)	$ 408.00	40.00%	DIO
738	TBX 5	UWS 48" Side Mount Tool Box (TBSM-48)	$ 430.00	40.00%	DIO
739	TBX 6	UWS 60" Side Mount Tool Box (TBSM-60)	$ 452.00	40.00%	DIO
740	TBX 7	UWS 72" Side Mount Tool Box (TBSM-72)	$ 506.00	40.00%	DIO

Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
741	TBX 9	Tool and fuel: UTS TT101 100 Gal capacity with meter, electric pump and 12' hose . Diesel Fuel only.	$ 4,392.00	20.00%	DIO
742	WARRANTY	DESCRIPTION	Contract Price	%	MSRP
743	IGB575	Base Care National Chassis Fleet Plan, [w/Gas Engine]five Year Term at 75000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 1,430.00	0.00%	$ 1,430.00
744	IGB5100	Base Care National Chassis Fleet Plan, [w/Gas Engine]five Year Term at 100000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 1,825.00	0.00%	$ 1,825.00
745	IGE575	Extra Care National Chassis Fleet Plan, [w/Gas Engine]five Year Term at 75000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 1,665.00	0.00%	$ 1,665.00
746	IGE5100	Extra Care National Chassis Fleet Plan, [w/Gas Engine]five Year Term at 100000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 2,215.00	0.00%	$ 2,215.00
747	IGP575	Premium Care National Chassis Fleet Plan, [w/Gas Engine]five Year Term at 75000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 2,125.00	0.00%	$ 2,125.00
748	IGP5100	Premium Care National Chassis Fleet Plan, [w/Gas Engine]five Year Term at 100000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 2,755.00	0.00%	$ 2,755.00
749	IDB575	Base Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 1,765.00	0.00%	$ 1,765.00
750	IDB5100	Base Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 2,165.00	0.00%	$ 2,165.00
751	IDE575	Extra Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 2,025.00	0.00%	$ 2,025.00
752	IDE5100	Extra Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 2,585.00	0.00%	$ 2,585.00
753	IDP575	Premium Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 75000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 2,510.00	0.00%	$ 2,510.00
754	IDP5100	Premium Care National Chassis Fleet Plan, [w/ Diesel Engine] five Year Term at 100000 total expiration mileage at $0 deductible. Plan pricing April 2025.. Pricing governed at Msrp Rates in Florida, discounts not permitted.	$ 3,155.00	0.00%	$ 3,155.00
755	FINAL DELIVERY	Description	Contract Price	%	MSRP
756	OZN	Option for State agency sourcing off FSA bid award. This fee is updated in Florida statute for myfloridamarketplace purchases when utilizing contracts outside of the Department of Management Services. This fee is collected, reported, and paid to the State; calculated at approximately 1% of the total purchase order amount. Option price listed is based on a 0.7% calculation on an average Sale amount of $45000. Final determination TBD relative to specific quote.	$ 315.00	0.00%	NA

DUVAL | Ford
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Row	Code	Option Description	Fsa Price	Disc / MU	Msrp / Pic
757	DEL	Delivery Charge at $1.25 per Mile via Motor Carrier Transport. Delivery accomplished by Driver services is included in Bid award amount, inside zone, less than 350 miles. For destination outside Florida, quoted at $2 per mile from northern region. See FSA Boiler Plate Section 3.17 & 3.19	$ 438.75	0.00%	Quoted
758	ALTD	Drop ship charge for agency requests for shipping to alternative destination, tertiary to contracting parties, (i.e. upfitter), not F.O.B destination. Charge represents costs associated with pre-delivery inspection required by the manufacturer. Other costs associated with recall complaince scheduling per NHTSA: Federal Motor Vehicle Safety Act, upon OEM VIN issuance of open recall prior to the sale being reported by dealer.	$ 425.00	0.00%	Quoted
759	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	$ 68.00	0.00%	NA
760	TMP	30 Day Florida Temporary Tag. Requires (TTO) Tag/Title Option	$ 7.00	0.00%	NA
761	TX	Stock Sourcing: This amount represents costs associated with reassignment, dealer transfer and re-invoicing a serialized vehicle from retail inventory, eliminating the requirement for order. Due to dealer allocation, and commodity retraints, not all vehicles qualify. When vehicles are sourced from secondary locations, additional freight for logistics may be added at $3 per mile.	$ 1,395.00	0.00%	$ 1,395.00
762	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP). Transfer Tag Charge: (Florida only: $90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	$ 125.00	0.00%	NA

Melbourne City Council
January 13, 2026
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.15.e.

Subject:
Purchase of replacement bucket truck for the Facilities Management Division.

Background/Consideration:
This purchase is for the scheduled replacement of asset #100491, unit #5090, a 2000 model year bucket truck. The new unit will be purchased using the Sourcewell Contract Number 110421-ALT. It comes with a one-year basic truck warranty, a three-year transmission warranty, two-year/50,000-mile engine warranty, and a one-year warranty on the Altec equipment. The estimated lead time is 24 months.

Contract/Solicitation:
This purchase utilizes the contract pricing from Sourcewell consortium contract number 110421-ALT. All quoted prices are equal to or less than the contract pricing. There is $23,226 in open market options. This contract expires on December 27, 2026.

Fiscal/Budget Impact:
Funding is available in the Machinery & Equipment Replacement Fund, CME No. M2617 - Replacement 2.5 Ton Bucket Truck.

Requested Action:
Approval of the purchase of a bucket truck for the Facilities Management Division, Altec Industries, Inc., Birmingham, AL - total amount $297,781.

Altec Industries, Inc.

Quote Number: 1848001
Opportunity Number: 25148063
Sourcewell Contract #: 110421-ALT
Date: 12/15/2025

Quoted for: City of Melbourne
Altec Account Manager: Alec Deker

REFERENCE ALTEC MODEL		Sourcewell Price
AN55E-OC	**Overcenter Articulating Aerial Device with Material Handling, Extended Side Reach with X-Frame Outriggers (Insulated)**	**$264,248**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1			
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	CG	Cab Guard	$4,298
2	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment) Qty of 11	$2,437
3	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	$475
4			
5			
6			
7			
8			
9			
10			
		SOURCEWELL OPTIONS TOTAL:	$271,459

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT	AN67E Altec Unit Model	$2,247
2	UNIT & HYDRAULIC ACC		$0
3	BODY	188" Altec Steel Body with Tailshelf	$4,296
4	BODY & CHASSIS ACC		$0
5	ELECTRICAL		$0
6	FINISHING		$0
7	CHASSIS	2029 MY Freightliner 4x2 Chassis Adjustment	$9,363
8	OTHER	2028 Altec MY Adjustment	$7,320
		OPEN MARKET OPTIONS TOTAL:	$23,226

SUB-TOTAL FOR UNIT/BODY/CHASSIS:	**$294,685.00**
Delivery to Customer:	**$3,096.00**
Estimated Taxes (Delivery non-taxable):	
FET:	**Exempt**
CA Doc/Admin/Tire Fees:	
Extended Warranty:	
TOTAL FOR UNIT/BODY/CHASSIS:	**$297,781.00**

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are considered budgetary due to potential cost inflation, market volatility, and tariff implications. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model years beyond the current open order bank are estimates only. Altec's turn-key pricing is subject to change based on chassis pricing received from the OEM. Chassis model year, specifications, and price will be reviewed and confirmed when specific model year information becomes available from the OEM, and any chassis price difference, including adjustments for tariffs, will be passed through to the customer.
PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: TBD Based on availability, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information

Freightliner (FTL)

FREIGHTLINER Run Smart™

Freightliner Level I

Level I Coverage is not available for vehicles in these vocations:	*Refuse Packer, Logging, Mining, Oilfield*
Category Determinants	
Road Surface — most severe in-transit between sites	100% on-highway smooth concrete or asphalt
GCW	92,000 lb/41 730 kg or less
Axles and Their Manufacturer's GVW Rating	
2-axle unit	35,000 lb/15 876 kg or less
3-axle unit	58,000 lb/26 308 kg or less
4-axle unit	71,000 lb/32 205 kg or less
5-axle unit	N/A

Coverage[1]		
Description	**Time[2]**	**Distance[2]**
Basic Vehicle	1 Year	100,000 mi/161 000 km
Battery	1 Year	100,000 mi/161 000 km
Brightwork	6 Months	Unlimited
Cab Corrosion/Perforation	5 Years	Unlimited
Cab Structure	3 Years	300,000 mi/ 483 000 km
Corrosion	6 Months	Unlimited
Crossmembers	6 Years	750,000 mi/1 207 000 km
Diesel Emission 2010[3]	5 Years	100,000 mi/161 000 km
Frame Rails	6 Years	750,000 mi/1 207 000 km
GHG14[4] (Medium Heavy Duty to Heavy Heavy Duty Trucks)	5 Years	100,000 mi/161 000 km
GHG14[4] (Medium Heavy Duty to Heavy Heavy Duty Tractors)	5 Years	100,000 mi/161 000 km
GHG14[4] Tire	2 Years	24,000 mi/38 400 km
Paint	1 Year	100,000 mi/161 000 km
Paint, Chassis	6 Months	Unlimited
Front Axle[5]	3 Years	300,000 mi/483 000 km
Rear Axle	3 Years	300,000 mi/483 000 km
Transfer Case	3 Years	300,000 mi/483 000 km
Transmission	3 Years	300,000 mi/483 000 km
Detroit Front Axle[5] (File Direct)		
Post-Model Year 2011[6]	2 Years	Unlimited
Post-Model Year 2011[7]	3 Years	300,000 mi/ 483 000 km
Post-Model Year 2011[8]	5 Years	750,000 mi/1 200 000 km
Detroit Rear Axle (File Direct)		
Post-Model Year 2011[6]	2 Years	Unlimited
Post-Model Year 2011[7]	3 Years	300,000 mi/ 483 000 km
Post-Model Year 2011[8]	5 Years	750,000 mi/1 200 000 km
Detroit DT-12 Transmission[9] (File Direct)	5 Years	750,000 mi/1 200 000 km

[1]Coverage may vary; check vehicle's actual warranty coverage online via OWL's *Coverage Info/Check Coverage* screen.
[2]Time or distance, whichever comes first
[3]Applies to vehicles equipped with EPA 2010 compliant diesel engines.
[4]Applies to models 2013 and later domiciled in the United States, check actual warranty online via OWL's *Coverage Info/Check Coverage* screen for coverage listed as "GHG14...".
[5]Front Axle coverage is also applicable to gliders.
[6]Medium Duty – General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
[7]Heavy Duty – General Service: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
[8]Heavy Duty – Highway: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.
[9]Detroit Transmission: Warranty coverage is determined by Gross Combination Weight Rating, road surface, and vocation. Please see www.ddcsn.com for specific coverage details.

Cummins Warranty

B/B6.7/B Gas Plus/BLPG Plus/ISB/ISB6.7 G/B6.7N Engines United States And Canada Automotive

Coverage

Products Warranted
This Warranty applies to new B/B6.7/B Gas Plus/BLPG Plus/ISB/ISB6.7 G/B6.7N Series diesel compressed or liquid natural gas fueled Engines sold by Cummins and delivered to the first user on or after October 1, 1996, that are used in automotive on-highway applications in the United States* or Canada with three exceptions. Cummins provides different Warranty Coverage for Engines used in fire apparatus truck and crash truck, bus and coach and recreational vehicle applications.

Note: This Warranty does not apply to EPA 2017 Products and newer B/ISB Engines.

Base Engine Warranty
This Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends two years (two years or 50,000 miles/ 80,468 kilometers for B3.9/4B/ISB4, whichever occurs first) after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location for the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging, when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in the applicable Cummins Operation and Maintenance Manual. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure during the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Limitations

Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:

EPA 2007/2010/2013/2017/2021 /2024	max. 15 parts per million
EPA Tier 4 Interim / Final / Stage V in North America	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
EU Stage IV 2011	max. 15 parts per million
EU Stage V	max. 10 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively affect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, diesel exhaust fluid, catalytic reagent, dirt or other contaminants in the fuel, oil, diesel exhaust fluid, catalytic reagent or intake air system.

Failures resulting in excessive oil consumption are covered for the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are covered during the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted
This Emission Warranty applies to new B, B6.7 and ISB Series diesel, LPG, compressed or liquid natural gas fueled Engines marketed by Cummins that are used in the United States* or Canada in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after October 1, 1996.

Coverage
Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user, or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations
Engines with an emissions certification listed below must be operated using only diesel fuel having no more than the corresponding maximum sulfur content. Failure to use the specified fuel as listed in the Cummins Fuel Bulletin #3379001 Table 1 (Cummins Inc. Required Diesel Fuel Specifications) can damage the Engine and aftertreatment system within a short period of time. This damage could cause the Engine to become inoperable and failures attributable to the use of incorrect fuels will be denied Warranty Coverage. Fuel specifications also need to comply with local fuel regulations (EN590 for Europe and ASTM D975 for North America) for Warranty eligibility.

Maximum sulfur levels by emissions certification level as listed on the Engine's dataplate are:	
EPA 2007/2010/2013/2017/2021 /2024	max. 15 parts per million
EPA Tier 4 Interim / Final / Stage V in North America	max. 15 parts per million
EU Stage IIIB 2011	max. 15 parts per million
EU Stage IV 2011	max. 15 parts per million
EU Stage V	max. 10 parts per million
Euro 4/5	max. 50 parts per million
Euro 6	max. 10 parts per million

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or

neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment system could negatively affect emissions certification and void the Warranty.

Cummins is also not responsible for failures caused by incorrect oil or fuel or by water, diesel exhaust fluid, catalytic reagent, dirt or other contaminants in the fuel, oil, diesel exhaust fluid, catalytic reagent or intake air system.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

* United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.

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U.S.A.

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Melbourne City Council
January 13, 2026
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.15.f.

Subject:
Purchase of various equipment for Crane Creek and Harbor City Golf Courses.

Background/Consideration:
This purchase is for the replacement of the following equipment:

- Crane Creek Golf Course, asset #104020, a 2007 Utility Vehicle (M2636)
- Crane Creek Golf Course, asset #104018, a Greens Mower with groomer (M2638)
- Harbor City Golf Course, asset #105362, a 2016 Turf Sprayer (M2639)
- Harbor City Golf Course, asset #105383, a 2007 Utility Vehicle (M2640)

The new units come with a two-year/1,500-hour warranty and will be purchased off the Sourcewell Cooperative Contract Number Toro 112624-TTC. The estimated delivery time is three to six months.

Contract/Solicitation:
This purchase utilizes the contract pricing from Sourcewell consortium contract number 112624-TTC. All pricing discounts are equal to the contract discount percentage. This contract expires on January 31, 2029.

Fiscal/Budget Impact:
Funds are available in the following Machinery & Equipment Replacement Fund:

- Crane Creek Golf Course CME No. M2636 - Replacement Utility Vehicle - $16,652.31
- Crane Creek Golf Course CME No. M2638 - Replacement Greens Mower W/Groomer - $64,814.19
- Harbor City Golf Course CME No. M2639 - Replacement Sprayer - $51,989.28
- Harbor City Golf Course CME No. M2640 - Replacement Utility Vehicle - $16,652.31

Requested Action:
Approval of the purchase of various equipment for Crane Creek and Harbor City Golf Courses, Wesco Turf, Jacksonville, FL - total amount of $149,883.53

Ken Lowke
Superintendent
Harbor City Golf Course
2750 Lake Washington Rd
Melbourne, FL 32935

Dear Ken Lowke,

Thank you for your interest in Wesco Turf. Per your request, I am pleased to submit the enclosed quotation for your review.

Should you have any further questions regarding this proposal, please do not hesitate to contact me or our office. My direct phone number and email address are listed below for your convenience. Once again, thank you for your consideration of Wesco Turf.

Best Regards,

Chris Mills

Commercial Golf Territory Manager
, chris.mills@wescoturf.com

WESCOTURF INC.

2101 Cantu Court, Sarasota FL 34232
300 Technology Park, Lake Mary FL 32746
7037-37 Commonwealth Avenue, Jacksonville FL 32220

Q-36161
Date: December 22, 2025
Expires: January 30, 2026

Prepared For:	Bill To:	Ship To:
Ken Lowke Superintendent Harbor City Golf Course 2750 Lake Washington Rd Melbourne, FL 32935	MELBOURNE,CITY OF DIRECTOR OF FINANCE 900 E STRAWBRIDGE AVE MELBOURNE, FL 32901	HARBOR CITY GOLF COURSE 2750 LAKE WASHINGTON RD MELBOURNE, FL 32935

Sourcewell Cooperative Contract Number: Toro 112624-TTC. Ventrac 112624-TTC-2. Maturity Date 1/31/2029.

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	41188	Toro Multi Pro 1750 **HARBOR CITY**	$59,251.00	$46,215.78	$46,215.78
	1	100-6991	30 Mesh Suction Filter	$63.09	$49.21	$49.21
	1	133-0385	50 Mesh Pressure Filter	$31.37	$24.47	$24.47
	1	41249	Foam Marker Kit	$3,376.00	$2,633.28	$2,633.28
	1	120-8508	Heavy Duty Spring Kit	$373.66	$291.45	$291.45
	1	136-0457	Foam Marker Finish Kit, MP1750	$814.26	$635.12	$635.12
	11	120-0704	White .8 GPM Air Induction Nozzle	$21.68	$16.91	$186.01
	1	TDELIVERY	Toro Delivery Fee		$976.98	$976.98
	1	TSETUP	Toro Setup Fee		$976.98	$976.98
			Total			**$51,989.28**

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
1	1	04384	Toro Greenmaster 3250-D **CRANE**	$52,367.00	$40,846.26	$40,846.26
	3	04654	11 Blade Cutting Unit	$4,204.00	$3,279.12	$9,837.36
	3	04255	Narrow Wiehle Roller Each	$493.00	$384.54	$1,153.62
	3	04648	Universal Groomer Drive, Each	$2,843.00	$2,217.54	$6,652.62
	3	04802	21 in Twin Tip Grooming Reel 3/8 in Spacing, Each	$1,129.00	$880.62	$2,641.86
	1	121-3660	Left Hand Armrest Kit (Standard Seat)	$127.27	$99.27	$99.27
	1	TDELIVERY	Toro Delivery Fee		$1,235.87	$1,235.87
	1	TSETUP	Toro Setup Fee		$1,235.87	$1,235.87
	1	112-9248	Groomer Pull Link Kit, GR3250-D	$475.05	$370.54	$370.54
	1	04555	Light Kit	$662.00	$516.36	$516.36
			Total			**$64,589.63**

Total Units	Qty	Model No.	Description	MSRP Each	Price Each	Extended Price
			ONE CRANE, ONE HARBOR CITY			
2	1	07235	Toro Workman MDX	$18,567.00	$14,482.26	$28,964.52
	1	07145	Brush Guard	$534.00	$416.52	$833.04
	1	07389	Electric Cargo Bed Lift Kit	$1,147.00	$894.66	$1,789.32
	1	07278	Receiver Hitch	$280.00	$218.40	$436.80
	1	TDELIVERY	Toro Delivery Fee		$320.24	$640.47
	1	TSETUP	Toro Setup Fee		$320.24	$640.47
			Total			**$33,304.62**

Terms:	Net 30
Equipment Total	$149,883.53
Sales Tax	$0.00
Totals:	$149,883.53

Warranty

The above quote meets or exceeds ANSI Safety Specification. Toro Commercial Equipment carries a two-year or 1500 hour warranty.

The undersigned hereby orders from Wesco Turf the equipment detailed in this quotation. This order is subject to our ability to obtain such equipment from the manufacturer and Wesco Turf shall be under no liability if delivery of the equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond our control. The price indicated is subject to your receipt of the Equipment prior to any change in price by the manufacturer.

Please indicate your acceptance of this quote as an order by signing below and returning via email to chris.mills@wescoturf.com or fax 941.487.6889. Payment terms are subject to credit approval. Time of delivery may vary; please check when placing order.

Signed: _____

Name: _____

Date: _____

Thank you for considering Wesco Turf, Inc. for your equipment needs. If I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Chris Mills

Commercial Golf Territory Manager
, chris.mills@wescoturf.com

Melbourne City Council
January 13, 2026
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.15.g.

Subject:
Purchase of fuel card services for the Police and Fire Departments, WEX Bank, dba WEX Inc., Portland, ME for an estimated annual cost of $560,000.

Background/Consideration:
Retail fuel purchases are fulfilled through WEX Bank per the State of Florida Department of Management Services contract number 78181701-21-NASPO-ACS. The previous contract expired on December 31, 2025, but has since been extended by the State of Florida Department of Management Services through December 31, 2027.

Contract/Solicitation:
This contract utilizes the pricing from the State of Florida contract number 78181701-21-NASPO-ACS. This contract expires on December 31, 2027.

Fiscal/Budget Impact:
Funds are available in accounts 44000521-552030 (Police Support Services - Auto Fuel & Oil) - $539,000 and 53000522-552030 (Fire Operations - Auto Fuel & Oil) - $21,000.

Requested Action:
Approval for the purchase of fuel card services utilizing contract pricing for the Police and Fire Departments, WEX Bank, dba WEX Inc., Portland, ME - estimated annual cost of $560,000, total cost of contract $1,120,000.

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Alternate Contract Source (ACS)
No. 78181701-21-NASPO-ACS
For
Fuel Card Services

This Alternate Contract Source ("ACS" or "Contract") No. 78181701-21-NASPO-ACS; for Fuel Card Services, is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and WEX Bank, 1 Hancock Street, Portland, Maine 04101 (Contractor), registered to do business in Florida as Wex Inc., collectively referred to herein as the "Parties."

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

> To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the Department evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and in the best interest of the State.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term and Effective Date.**

The Master Agreement became effective October 1, 2020, and its term currently ends on December 31, 2025 The Master Agreement has five years of renewals available. The ACS will become effective on April 6, 2021, or on the date signed by all Parties, whichever is later. The ACS will expire on December 31, 2025, unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions

2. **Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibit A, Exhibit B, Exhibit C, and this Contract document constitue the Participating Addendum to the Master Agreement, and modify or supplement the terms and conditions of the Master Agreement (Exhibit D). All exhibits

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listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

a) This ACS document and amendments, with the latest issued having priority.
b) Exhibit A: Additional Special Contract Conditions (Florida)
c) Exhibit B: Special Contract Conditions (Florida)
d) Exhibit C: Schedule of Points and Fees
e) Exhibit D: Cooperative Purchasing Master Agreement No. 00819, Fleet Card Services

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. National Annual Volume

The National Annual Volume Incentive will be applied as an ancillary credit for each Customer.

4. Purchases off this ACS.

Upon execution of this ACS, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

5. Primary Contacts

Department's Contract Manager:
Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:
Denise Baumgart
Strategic Relationship Manager
WEX Inc.
1 Hancock Street
Portland, ME 04101
Telephone: (913) 538-6781
Email: denise.baumgart@wexinc.com

Alternate Contract Source (ACS)
No. 78181701-21-NASPO-ACS
For
Fuel Card Services

6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

DS
ASR

CONTRACTOR
Wex Bank

DocuSigned by:
C12BE2BB9446476...

Tim Laukka, President

4/5/2021 | 12:28 PM PDT

Date:

STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES

DocuSigned by:
Tami Fillyaw
991459A211104A3...

Tami Fillyaw, Chief of Staff

4/5/2021 | 5:35 PM EDT

Date:

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

ADDITIONAL SPECIAL CONTRACT CONDITIONS
Exhibit A

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's Contract as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the Contract will include the terms and conditions in these Additional Special Contract Conditions. All references to the Contract in these Additional Special Contract Conditions include the terms and conditions herein.

A. Contractor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of a subcontractor, reseller, distributor, or dealer. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

B. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers must have met the following requirements, unless further notated below:
   - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
   - Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com) *only required if receiving payment.
   - Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
   - Comply with E-Verify requirements set forth in section 448.095, F.S, if applicable.
   - Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com) *only required if receiving payment.
   - For subcontractors, affiliates, partners, resellers, distributors, and dealers (Third Party Entities) fulfilling any Customer purchases and receiving payment from a Customer, Contractor shall include in any agreement with such Third Party Entities that they shall adhere to the requirements set forth above, if applicable, prior to fulfilling any Customer purchases.

C. Contract Reporting: The Contractor shall provide the following reports associated with this Contract.

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1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 60 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30). The Contractor's first Quarterly Sales Report will be due 60 calendar days after the first full quarter following Contract execution.

   Reports must be submitted in MS Excel format in a format agreed upon between contractor and the Department's contract manager. The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.

2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name and minority code of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these mutually agreed upon documents and reports within the timeframe specified by the Department and the contractor.

D. Financial Consequences: The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

   The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

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Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 60th calendar day after the close of each State fiscal quarter	$250

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 60 calendar days after close of the period
Quarter 2 - (October-December) – due 60 calendar days after close of the period
Quarter 3 - (January-March) – due 60 calendar days after close of the period
Quarter 4 - (April-June) – due 60 calendar days after close of the period

The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.

E. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:

a. Contract compliance
b. Savings report (in dollar amount and cost avoidance)
c. Spend reports by Customer
d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.

F. The following sections of Exhibit B, Special Contract Conditions are hereby deleted in their entirety:

Section 3.1 Pricing
Section 3.2 Pricing Decreases
Section 3.4 Purchase Order
Section 3.7 Transaction Fees
Section 6.4 Inspection and Acceptance of Commodities

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Section 6.5 Safety Standards
Section 6.8 Waiver
Section 7.1 Workers' Compensation Insurance
Section 7.2 General Liability
Section 7.3 Florida Authorized Insurers
Section 7.4 Performance Bond
Section 7.5 Indemnfifcation
Section 7.6 Limitation of Liability
Section 11.3 Performance Delay
Section 11.4 Force Majeure , Notice of Delay, and No Damages for Delay.

G. The following sections of Exhibit B, Special Contract Conditions are hereby replaced in their entirety:

a. Section 2.3.1, Suspension of Work
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide advance written notice of no fewer than 30 days outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

b. Section 2.3.2, Termination of Convenience
The Contract may be terminated by the Department in whole or in part at any time subject to advance written notice of no fewer than 30 days, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor

c. Section 3.5, Travel
Travel expenses are not reimbursable.

d. Section 5.2, Dispute Resolution, Governing Law, and Venue
In the event there is a dispute concerning performance of the Contract, except for disputed transactions, the parties shall discuss and seek to arrive at a resolution in good faith. In the event the parties are unable to arrive at a resolution, then the Department's designated Contract Manager shall reduce State's decision as to such dispute to writing and serve a copy on the Contractor. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all

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such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

e. Section 6.2, Assignment
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract upon prior written notice to the Contractor.

f. Section 8.1.2(d)
Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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. Subject to any retention of data required by applicable taxing authorities. 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

g. Section 9, Data Security
Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State.

h. Section 13.1, Background Check
The Department or Customer may request the Contractor to conduct background checks of its employees providing services under this Contract (directly or indirectly) and/or perform appropriate screening of all agents, representatives, and subcontractors providing services under this Contract (directly or indirectly). The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors should they fail a background check and/or screening process. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within five (5) calendar days (or sooner as directed by the relevant Contractor policy) any conviction (or plea of no contest) for any disqualifying offence listed in 13.3 below, that triggers reporting obligations pursuant to the relevant Contractor policies. The Contractor must promptly notify the Contract Manager of all details concerning any reported conviction. Upon the reasonable request of the Department or Customer, the Contractor will re-screen any of its employees providing services under this contract (directly or indirectly) or request re-

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screening of any agents, representatives, and subcontractors providing services under this contract (directly or indirectly) in each case during the term of the Contract.

i. Section 13.2, E-Verify
The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution. This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S. This section shall only be deemed to apply to the extent Contractor is subject to the applicable State E-Verify laws

j. Section 13.3 Disqualifying Offenses
If at any time it is determined that a person directly or indirectly providing commodities and services under this Contract has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;
(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

k. Section 13.4, Confidentiality

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The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

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SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

Table of Contents

SECTION 1. DEFINITION. 2

SECTION 2. CONTRACT TERM AND TERMINATION. 2

SECTION 3. PAYMENT AND FEES. 3

SECTION 4. CONTRACT MANAGEMENT. 4

SECTION 5. COMPLIANCE WITH LAWS. 6

SECTION 6. MISCELLANEOUS. 7

SECTION 7. LIABILITY AND INSURANCE 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY 10

SECTION 9. DATA SECURITY. 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS. 13

SECTION 11. CONTRACT MONITORING. 14

SECTION 12. CONTRACT AUDITS. 15

SECTION 13. BACKGROUND SCREENING AND SECURITY. 16

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

DocuSign Envelope ID: C1AD950F-9B4C-4DE5-98D5-725EBB24CD9D

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

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SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

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Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

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Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

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6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency 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 in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

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SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

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The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

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12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

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(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

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EXHIBIT C
SCHEDULE OF POINTS AND FEES

1. **Incentive Share #1 – Standard Volume Incentive** – Each Customer will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

   Quarterly Total Volume x basis points = Quarterly Standard Volume Incentive.

   Basis Points Offered: __170 basis points (1.70%)_____

2. **Incentive Share #2 – Prompt Payment Incentive** – Each Customer will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

   Quarterly Total Volume x Basis Points for Entity average file turn days = Quarterly Prompt Payment Incentive.

   Note: The payment terms for the Master Agreement is forty-five (45) days.

Basis Points Offered:

Avg File Turn Days	Basis Point
1	20
2	19
3	18
4	17
5	16
6	15
7	14
8	13.5
9	13
10	12.5
11	12
12	11.5
13	11
14	10.5
15	10
16	9.5
17	9
18	8.5
19	8.125
20	7.75

Avg File Turn Days	Basis Point
21	7.375
22	7
23	6.625
24	6.25
25	5.875
26	5.5
27	5.125
28	4.75
29	4.375
30	4
31	3.75
32	3.5
33	3.25
34	3
35	2.75
36	2.5
37	2.25
38	2
39	1.75
40	1.5

Avg File Turn Days	Basis Point
41	1.25
42	1
43	0.75
44	0.5
45	0.25
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0

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3. **Incentive Share #3 – National Annual Volume Incentive** – Each Participating State will receive an incentive based on the total National Annual Volume (total annual sales for all Participating States/Participating Entities). The formula for calculating the National Annual Sales Volume Incentive is:

   National Annual Volume (for all Fleet products) x basis points = National Annual Sales Volume Incentive.

   Basis Points Offered:

Total Annual Spend	Basis Points
$50,000,000 – $100,000,000	**10**
$100,000,001– $200,000,000	**15**
$200,000,001– $300,000,000	**20**
$300,000,001– $400,000,000	**25**
$400,000,001+	**30**

FEES

Below is a list of fees allowed under this Master Agreement. If choosing to charge these fees throughout the agreement, indicate the amount and/or rates here.

Fee Type	Fee Amount
Foreign Transaction Fee	1.5% of the total transaction value
Overnight Delivery Fee	$15.00 per occurrence

CONTRACT AMENDMENT NO.: 1
Contract No.: 78181701-21-NASPO-ACS
Contract Name: Fuel Card Services

This Contract Amendment No. 1 ("Amendment") to Contract No. **78181701-21-NASPO-ACS** ("Term Contract") is made by the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **WEX Bank** ("Contractor"), with its principal place of business located at 1 Hancock Street, Portland, Maine 04101; collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Term Contract, which became effective on April 6, 2021, for the provision of Fuel Card Services;

WHEREAS the Master Contract was amended on April 1, 2024;

WHEREAS the Master Contract was extended for a period of two years with a new Master Contract expiration date of December 31, 2027;

WHEREAS the Parties agree to renew the Term Contract as provided for in Exhibit B, Special Contract Conditions, subsection 2.2 Renewal, and;

WHEREAS the Parties agreed that the Term Contract may be amended by mutual agreement as provided in Exhibit B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Term Contract documents, the Parties agree as follows:

I. Contract Amendment.
All references to Contract contained within the previously executed Contract documents are hereby amended to refer to the underlying agreement as "Term Contract."

Term Contract Exhibit A, Additional Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit A, Additional Terms and Conditions to the Enterprise Contract, which is incorporated into the Term Contract by reference herein. All references to Exhibit A, Additional Special Contract Conditions in the Term Contract are hereby amended to read as Exhibit A, Additional Terms and Conditions to the Enterprise Contract.

Term Contract Exhibit B, Special Contract Conditions, is hereby deleted and replaced in its entirety with the attached Exhibit B, Enterprise Standard Terms and Conditions, which is incorporated into the Term Contract by reference herein.

II. Contract Renewal. The Term Contract is renewed for a period of two years pursuant to the same terms and conditions of the Term Contract and any executed written amendments, with a new Term Contract expiration date of December 31, 2027**.**

CONTRACT AMENDMENT NO.: 1
Contract No.: 78181701-21-NASPO-ACS
Contract Name: Fuel Card Services

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Term Contract, the terms of this Amendment shall control.

IV. Effect. The terms and conditions of the Term Contract are incorporated by reference as if fully re-written herein. The terms and conditions of the Term Contract not amended herein will remain in full effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by the undersigned duly authorized representatives.

State of Florida:
Department of Management Services

DocuSigned by:
By: Tom Berger
4810BB6123514E1...

Name: Tom Berger
Title: Interim Secretary
Date: 12/29/2025 | 10:42 AM EST

Contractor:
WEX Bank

Signed by:
By: Jason Price
EE6EEC720DFF478...

Name: Jason Price
Title: President
Date: !Ã!"Ã!À!#

DS

Department of MANAGEMENT SERVICES
We serve those who serve Florida

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS TO THE ENTERPRISE CONTRACT

The following subsections are added to the Enterprise Standard Terms and Conditions:

SECTION 18: PUNCHOUT CATALOG AND ELECTRONIC INVOICING.

The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

SECTION 19: FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 60th calendar day after the close of each State fiscal quarter	$250 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

Enterprise Standard Terms and Conditions revisions:

The corresponding subsections of the Enterprise Standard Terms and Conditions referenced below are hereby deleted in their entirety:

SECTION 3.2.3: WAIVER
SECTION 6.1: PRICING
SECTION 6.2: BEST PRICING OFFER
SECTION 6.3: PRICING DECREASES
SECTION 6.3.3: EQUITABLE ADJUSTMENT
SECTION 6.5: TRANSACTION FEES
SECTION 7.5: FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY
SECTION 10.7: INDEMNIFICATIONSECTION
SECTION 14.2.4: MFMP TRANSACTION FEE REPORTS
SECTION 14.4: PERFORMANCE DEFICIANCIES

The corresponding subsections of the Enterprise Standard Terms and Conditions referenced below are hereby replaced in their entirety:

SECTION 4.2.1: SUSPENSION OF WORK

The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice of no fewer than 30 days outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

SECTION 6.4: PURCHASE PREREQUISITES

The contractor must ensure that entities receiving payment directly from customers under this Term Contract have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com)
- Have a current W-9 filed with the Florida Department of Financial Serviced (https://flvendor.myfloridacfo.com)

SECTION 7.1: WARRANTY OF ABILITY TO PERFORM

Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists.

SECTION 7.3: ASSIGNMENT

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract upon prior written notice to Contractor of its intent to do so.

SECTION 7.4.1: SUBCONTRACTORS

The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

SECTION 10.1: DISPUTE RESOLUTION

In the event there is a dispute concerning performance of the Contract, except for disputed transactions, the parties shall discuss and seek to arrive at a resolution in good faith. In the event the parties are unable to arrive at a resolution, then the Department's designated Contract Manager shall reduce State's decision as to such dispute to writing and serve a copy on the Contractor. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

SECTION 12.3: PUBLIC RECORDS REQUIREMENTS PURSUANT TO SECTION 119.0701, F.S.

Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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 in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department 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. Subject to any retention of data required by applicable taxing authorities. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF

PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

SECTION 13: DATA SECURITY

Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State.

SECTION 14.2.1 TERM CONTRACT QUARTERLY SALES REPORTS

The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 60 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

SECTION 14.2.2: CERTIFIED AND MINORITY BUSINESS ENTERPRISES

Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, and minority code of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

SECTION 14.2.3: AD HOC SALES REPORTS

The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these mutually agreed upon documents and reports in the format acceptable to the Department and within the timeframe specified by the Department and the Contractor.

SECTION 14.5: INSPECTION

14.5.1 Statutory Inspection Rights. If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the

Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.
Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.2 Inspection Compliance. The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 16: CONFIDENTIALITY

The Contractor shall not divulge to third parties any materials marked by Customer as "confidential information" obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Term Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

Exhibit B



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

"Attachments" means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

"Business Days" means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes ("F.S.").

"Contractor" means the person or entity that is a party to the Term Contract and is offering Products for purchase.

"Customer" means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code ("F.A.C."), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

"Department" means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

"Enterprise Alternate Contract Source" means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

"Product" means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. "Product" does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" ("DEI"). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

"State" means the State of Florida

"State Term Contract" means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

"Term Contract" means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto**.** The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 **Amendment**. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

3.2 Administration. Execution in Counterparts. The Term Contract may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

3.2.1 **Notices.** Where the term “written notice” is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department’s Contract Manager and the Department shall deliver all notices to the Contractor’s Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

3.2.3 **Waiver.** The delay or failure by the Department to exercise or enforce any of its rights under the Term Contract will not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 **Suspension of Work and Termination.**

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department's interest to do so. The Contractor shall not furnish any Product after it receives the notice of termination, except as necessary to complete

the continued portion of the Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor will not be liable for any excess costs for failure to perform, unless the subcontracted Products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

5.1 Purchases. By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.

5.2 Purchase Submission. For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.

5.3 Terms. The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here http://www.flrules.org/Gateway/reference.asp?No=Ref-16731, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.

5.3.1 **Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

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5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order**,** as defined in Rule 60A-1.001, F.A.C**.**

SECTION 6. PAYMENT AND FEES.

6.1 Pricing. The Contractor shall not exceed the pricing set forth in the Term Contract documents.

6.2 Best Pricing Offer. During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

6.3 Price Decreases. The following price decrease terms will apply to the Term Contract:

6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Term Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Term Contract would result in a substantial loss.

6.4 Purchase Prerequisites. The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (https://vendor.myfloridamarketplace.com).
- Have a current W-9 filed with the Florida Department of Financial Services (https://flvendor.myfloridacfo.com)

6.5 **Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

6.6 **Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

7.1 **Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

7.2 **Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contact, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

7.3 **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Term Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Term Contract, unless the Department expressly waives such secondary liability. The Department may assign the Term Contract with prior written notice to Contractor of its intent to do so.

7.4 **Employees, Subcontractors, and Agents.**

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services (myflorida.com). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to the Contractor.

In case of any delay the Contractor believes is excusable, the Contractor shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 **Department's Contract Manager.** The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

8.2 **Contractor's Contract Manager.** The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 **Conduct of Business.** The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, if the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the Products offered under the Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (ii) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

(a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.

(b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

(c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

11.1 Department of State Registration. Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.

11.2 Time is of the Essence. Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

11.3 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

12.1 General Record Management and Retention. The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/.

12.2 Identification and Protection of Confidential Information. Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark as "confidential" each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as "confidential," or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record "confidential" and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

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In the event of a public records request, to which records the Contractor marked as "confidential" are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as "confidential" but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor- redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as "confidential" (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor's sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as "confidential" or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys' fees, at both the trial and appellate levels, arising from or relating to the Contractor's determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor's redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney's fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney's fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor's Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 **Public Records Requirements Pursuant to Section 119.0701, F.S.** Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

i. Keep and maintain public records required by the Department to perform the service.

ii. Upon request from the Department's custodian of public records, provide the Department 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 in Chapter 119, F.S., or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.

iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department 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 Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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 TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

12.4 **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Term Contract without prior written approval from the Department, including mentioning the Term Contract in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Contractor's name and either a description of the Term Contract or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a party to the Term Contract, except potential or actual Customers or authorized distributors, dealers, resellers, or service representatives.

12.5 Intellectual Property.

12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.

12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.

12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

14.1 Performance Standards. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 **Contract Reporting.** The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 **Term Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS (myflorida.com). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 **Ad Hoc Sales Reports.** The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 **MFMP Transaction Fee Reports.** The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 **Business Review Meetings.** Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 **Inspection Compliance.** The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 **Office of Supplier Development.** The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 **Reporting Certified Business Enterprises.** Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Fuel Cost - WEX						
(Fuel Price Mapping)					Date:	3/1/2025
Code	**Vendor**	**Fuel**	**Load**	**Avg. Fuel Cost**	**Discount***	
E10-1C	WEX	E10 Ethanol blend	At pump	$3.110	(0.052870)	3.057
*WEX discount of 1.7% applied to invoice total. Tax credit applied for after invoicing						

Estimated Cost Summary at Current Fuel Prices

FUEL TYPE	Fuel Delivery	Type	Contract	Est. Total # of Gallons	Est. Price Per Gallon	Fuel Total
Gasoline	Tank Wagon 500 Min	E10-1	22-934-B-WH	0	$3.07	$ -
	Tank Wagon No Min	E10-2	22-934-B-WH	3,800	$2.91	$ 11,060
	Transport	E10-3	22-934-B-WH	175,000	$2.53	$ 442,458
	Fuel Card (12 months)	E10-1C	78181701-21-NASPO-ACS	170,000	$3.06	$ 519,712

Melbourne City Council
January 13, 2026
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.15.h.

Subject:
Fourth Amendment for on-site automotive and truck parts supply store operation for the Fleet Management Division.

Background/Consideration:
This contract is to supply the automotive and truck parts for the daily operational needs for the Fleet Management Division's repair and maintenance of the City's vehicles and equipment fleet. The current contract extension, Sourcewell Contract Number 110520-GPC, will expire January 15, 2026. The new Sourcewell Contract Number 090624-GPC expires on December 3, 2028, and has three (3) additional one-year extensions available.

The Sourcewell Master Agreement is available for review in the Procurement Division.

Contract/Solicitation:
This contract utilizes the contract pricing from Sourcewell consortium contract number 090624-GPC. This contract expires on December 3, 2028, and has three (3) one-year extensions available.

Fiscal/Budget Impact:
Funding for auto parts is budgeted each year in all divisions with fleet assets based on anticipated needs.

Requested Action:
Approval of Fourth Amendment for on-site automotive and truck parts supply store operation for the Fleet Management Division, Genuine Parts Company, dba NAPA Auto Parts, Atlanta, GA - estimated annual total of $1,400,000 and an estimated total contract term of $8,400,000.

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FOURTH AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF MELBOURNE, FLORIDA

THIS FOURTH AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this __ day of _____, 2026 (the "Amendment Effective Date") by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and **CITY OF MELBOURNE, FLORIDA,** a Florida municipal corporation ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER previously entered into an Integrated Supply Agreement dated as of January 13, 2016 by and between CUSTOMER and NAPA (the "Agreement") pursuant to prior competitive bidding and selection process by National Joint Powers Alliance; and

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, "Sourcewell"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #110520-GPC on December 23, 2020 (hereinafter, "Original Sourcewell Contract") to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell, Members and User Agencies were authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Original Sourcewell Contract; and

WHEREAS, CUSTOMER, as a User Agency under the Original Sourcewell Contract, previously executed that certain Second Amendment to the Agreement dated July 15, 2021, pursuant to which NAPA has provided integrated business solutions services to CUSTOMER; and

WHEREAS, on December 26, 2024, pursuant to a competitive bidding and selection process by Sourcewell, Sourcewell and NAPA executed contract #090624-GPC, pursuant to which NAPA may continue to provide a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions to User Agencies (the "New Sourcewell Contract"); and

WHEREAS, CUSTOMER remains a User Agency under the New Sourcewell Contract, and the parties agree that the New Sourcewell Contract is a vehicle by which CUSTOMER and NAPA may extend the term of the Agreement, and following NAPA and Sourcewell's execution of the New Sourcewell Contract, the parties hereto desire to so extend the term of the Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the

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meanings set forth in the Agreement or the New Sourcewell Contract.

2. **Term.** The parties hereby agree to extend the term of the Agreement until the first to occur of such date as the New Sourcewell Contract terminates or expires, or the earlier termination of the Agreement in accordance with the applicable terms and conditions of the Agreement. As the term of the New Sourcewell Contract is renewed or extended, the term of the Agreement shall be automatically extended without further action of the parties, and upon the award of a successive contract from Sourcewell to NAPA for substantially the same products and services, the Agreement may be again renewed or extended for a period of time equal to or shorter than the period of time of the term of the successive contract from Sourcewell to NAPA for substantially the same products and services upon the mutual written agreement of the parties hereto. The Agreement shall terminate automatically upon the termination, for any reason, of the New Sourcewell Contract; provided that in the event Sourcewell awards to NAPA a successive contract for substantially the same products and services, the Agreement may be extended for the term of such successive Sourcewell contract. Notwithstanding the foregoing, either party may terminate the Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

3. **State Law Certifications and Disclosures.** The parties agree that Section 3 of the Second Amendment to Integrated Supply Agreement is superseded by the following:

a. **E-Verify**. NAPA understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and NAPA agrees to comply with the requirements of said statute. NAPA 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(2), Fla.
Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this contract in accordance with §448.095(2),Fla. Stat.

b. **Public Entity Crimes Statement.** Pursuant to Section 287.133, Florida Statutes, as amended from time to time, NAPA hereby certifies that neither it nor its affiliates(s) have been placed on the convicted vendor list following a conviction for a public entity crime. NAPA hereby acknowledges the continuous duty to disclose to the CITY if NAPA or any of its affiliates as defined by Section 287.134, Florida Statutes, are placed on the Discriminatory Vendor List.

c. **Foreign Gifts And Contracts.** NAPA must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

d. **Scrutinized Companies.** NAPA hereby 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 nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Section list; and c) has not been engaged in business operations in Cuba or Syria. If the CITY determines that NAPA has falsely certified facts under this paragraph or if NAPA 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 Agreement consistent with Section 287.135, Florida Statutes, as amended. The CITY reserves all rights to waive the certifications required by this paragraph on a case-by-case

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exception basis pursuant to Section 287.135, Florida Statutes, as amended.

e. **Anti-Trust Violations.** By entering into this Agreement, NAPA certifies that at the time of entering into this Contract, neither it nor its affiliate(s) are on the anti-trust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

f. **Environmental and Social Government and Corporate Activism.** Pursuant to 287.05701, Florida Statutes, as may be amended, CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Vendors are also prohibited from giving preference to subcontractors based on the factors set forth therein. Violations of this paragraph 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.

4. **Conflict**. Except as hereby amended, the Agreement shall remain unchanged in full force and effect, and the Agreement remains enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties. If there is any conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, this Amendment shall control.

5. **Counterparts**. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

NAPA:

GENUINE PARTS COMPANY

Signed by:
By: Art Fischer
248D401FE8F3495...
Name: Art Fischer
Title: VP, NAPA Auto Parts

CUSTOMER:

CITY OF MELBOURNE, FLORIDA
a Florida municipal corporation

By: _____
Name: _____
Title: _____

Address:

Date

ATTEST:

By:
Name:
Title:

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Fire Department
Presenter:	Clark Simmons
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.i.

Subject:
Purchase of 115 MSA G1 Self-Contained Breathing Apparatuses (SCBA) and accessories.

Background/Consideration:
This is a request for the purchase of 115 MSA G1 Self-Contained Breathing Apparatus (SCBA), associated air bottles, Rapid Intervention Team (RIT) systems, and PremAire Escape Respirators for the Fire Department. This request follows a comprehensive evaluation during which SCBA ensembles from multiple manufacturers were tested under operational conditions. Based on the documented trial results, the MSA G1 system was determined to be superior in fit, form, functionality, and overall performance.

Standardization of SCBA equipment is critical to firefighter safety, operational efficiency and training consistency, particularly in Immediately Dangerous to Life or Health (IDLH) environments. Ten-8 Fire & Safety, LLC is the sole-authorized distributor of MSA SCBA and accessories for the municipal fire service for Brevard County and is also the only CARE-certified repair center for MSA SCBA equipment for the area. Approval of the MSA G1 SCBA ensures compatibility with existing operational practices, maintains manufacturer-certified service support and sustains the Fire Department's ability to meet required inspection, testing and maintenance standards.

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

Fiscal/Budget Impact:
The estimated total cost is $1,482,181.33, which includes the purchase of 115 MSA G1 SCBA units, 345 air bottles, six (RIT) systems, and four (4) PreAire Escape Respirators. Funding for this purchase is allocated through CIP Project No. 10625.

Requested Action:
Approval for purchase of 115 MSA G1 Self-Contained Breathing Apparatuses (SCBA) and Accessories, Ten-8 Fire & Safety, LLC, Bradenton, FL — $1,482,181.33.

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	December 8, 2025
TO:	Gregory Bunn Procurement Manager
THRU:	Shane Leech Interim Fire Chief
FROM:	Clark Simmons Division Chief
Product/Service Description:	Procurement of (115) MSA G1 Self Contained Breathing Apparatus' (SCBA), (345) bottles, (6) MSA G1 Rapid Intervention Team (RIT) systems, and (4) MSA G1 PremAire Escape Respirators.

PART I

CHECK ONE: ☐ FIRST APPLICATION ☐ RENEWAL

SOLE SOURCE•SINGLE SOURCE•SOLE BRAND•STANDARDIZATION

It is the policy of the City of Melbourne to consistently purchase goods and services using full and open competition. The taxpayers in Melbourne are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Procurement Division can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of City of Melbourne, appropriate justification for that course of action must be submitted to the Procurement Division for approval in order to waive the competitive procurement process.

REQUEST FOR:

- ☒ **SOLE SOURCE***
- ☐ **SOLE BRAND***
- ☐ **SINGLE SOURCE***
- ☐ **STANDARDIZATION***

(More than one box above may be checked)

***SOLE SOURCE**

The supply of a product or service so uniquely* qualified that it is only available from a solitary source.

***SINGLE SOURCE**

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**

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**

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

The Melbourne Fire Department completed a month-long trial testing SCBA ensembles from various manufacturers. The MSA G1 was selected as it was superior to all others in fit, form, and functionality. (Evaluation summaries attached.)

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):

Ten 8 Fire & Safety LLC is the sole authorized distributor of MSA SCBA and SCBA accessories for the Municipal Fire Service Market for Brevard County, Florida. (Sole Source Letter attached.)

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: $

Ten 8 Fire & Safety LLC is the only CARE certified MSA SCBA repair center for the Municipal Fire Service Market for Brevard County, Florida. Required annual flow testing is estimated to cost $8,000.

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.

The Melbourne Fire Department completed a trial of the MSA G1 as long as SCBAs from two other manufacturers. The MSA G1 outperformed all other SCBAs during the trial period.

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

The life safety and well-being of the firefighters of the Melbourne Fire Department is of the upmost importance. The ability to perform in IDLH environments with superior equipment is invaluable.

I certify that the above statements are true and correct, to the best of my knowledge. I also certify that prices obtained are fair and reasonable. I also certify that neither I, nor my family members, will gain or receive any additional benefit because I have recommended that this acquisition be obtained solely from a designated vendor or contractor.

Requested by (print):	Clark Simmons	**Date:**	12/08/2025
Dept. Head Signature:		**Date:**	12/8/25

DO NOT WRITE BELOW THIS LINE

FOR PROCUREMENT DIVISION USE ONLY

2. **Without an equal or equivalent; unparalleled**
3. **Unusual; extraordinary**
4. **Characteristic of a particular category, condition, or locality**

Order must be placed by:		**Product/Service needed by:**	
Proposed Vendor: **Address:**	Ten-8 Fire & Safety, LLC 2904 59th Avenue Drive East Bradenton, FL 34203		
Brand:	MSA	**Product #:**	G1
Estimated Cost of Purchase:	$1,482,181.33	**Account to be charged:**	CIP Project No. 10625

Note: Insurance may be required, check with the Procurement Office.

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: _____, 12/16/25

Procurement Team Member — Date

DISAPPROVED: _____ If not approved state reason below:

_____

_____

MSA
The Safety Company

MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

December 4, 2025

Melbourne Fire Department
865 W. Eau Gallie Blvd
Melbourne, FL 32935

To Whom It May Concern:

This letter confirms that Ten 8 Fire & Safety LLC is the sole authorized distributor of MSA SCBA and SCBA accessories for the Municipal Fire Service Market for Brevard County, Florida. In addition, Ten 8 Fire & Safety LLC is the only CARE certified MSA SCBA repair center for the Municipal Fire Service Market for Brevard County, Florida.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly, MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

Brittney Carr

Brittney Carr
North America Sales Channels Specialist
Phone: 724-741-7653
Email: brittney.carr@msasafety.com

Amended **QUOTATION**

Quote Number	Document Date	Page
231037250	**12/08/25**	**1/3**

Customer No.	Federal Tax ID - Business Partner
C00631	**15-10-049814-54C**

PO Number
*

Sales Employee	Email
Wilkerson, Mitchell B	**mwilkerson@ten8fire.com**

Document Owner	Email
Huynh, Khanh P	**khuynh@ten8fire.com**

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

MELBOURNE FIRE DEPT.

865 W. EAU GALLIE BLVD
C FL 32935
USA

Delivery Address

MELBOURNE FIRE DEPT.

865 W. Eau Gallie Blvd
Melbourne FL 32935
USA

Description	Quantity	UoM	Vendor	Price	Total
AFG Grant budgetary purposes only.					
A-G1FS444MA2C2LCR **MSA G1 XR Edition SCBA H-P CONFIGURATION OPTIONS:** **SYSTEM_PRESSURE: 4- 4500 PSIG** **CYLINDER_CONNECTION: 4- CGA Quick Connect Remote Con** **HARNESS: 4- Serviceable Tunnel with Ch.S** **CRADLE_TYPE: M- Metal Band** **LUMBAR_TYPE: A- Adjustable Swivel Lumbar Pad** **REGULATOR_TYPE: 2- Solid Cover Left Shd.** **REGULATOR_HOSE_TYPE: C- Continuous** **EMERGENCY_BREATHING_SUPPORT: 2- Universal Extendaire II** **SPEAKER_MODULE: L- Left Chest** **PASS: C- PASS Telemetry Right Shd** **BATTERY_TYPE: R- Rechargeable** **DOES NOT INCLUDE: MASK & CYLINDER** **April 2025 - List Price: $12,265.90** **April 2025 - List Price: $12,265.90 less 25% = $9,199.43 Ea**	**115**	**EA**	**MSA SAFETY SALES, LLC**	**7,436.20**	**855,163.00**
10161810 **Fcpc, G1, FS, MD, MD NC, 4PT C-HARN,C-NS** **List Price: $666.00 Less 25% = $499.50**	**170**	**EA**	**MSA SAFETY SALES, LLC**	**391.28**	**66,517.60**
10175708 **CYL,G1 LP RC,4500 PSIG, 45MINS W/QC** **List Price: $2,057.00 Less 25% = $1,542.75**	**345**	**EA**	**MSA SAFETY SALES, LLC**	**1,379.70**	**475,996.50**
10158385 **G1 Lithium Ion Battery charger station** **List Price: $1,181.00 Less 15% = $1,003.85**	**11**	**EA**	**MSA SAFETY SALES, LLC**	**811.94**	**8,931.34**
10148741-SP **SPARE Battery Pack, G1, Rechargeable** **List Price: $610.00 Less 15% = $518.50**	**30**	**EA**	**MSA SAFETY SALES, LLC**	**419.38**	**12,581.40**
SCBAQD347 **Quick disconnect coupling x CGA-347 male, fits MSA /Dragger SCBA cyli**	**10**	**EA**	**SCBAS, INC.**	**770.00**	**7,700.00**

"If any tax, public charge, tariff or duty, is modified assessed, levied with respect to this sale then the burden of such charge or change shall be borne by the Customer.
- please access the link below for our full terms and conditions."

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at https://ten8fire.com/return-policy/

Currency: $

	Description	Quantity	UoM	Vendor	Price	Total
	List Price: N/A					
10206313	G1 RIT System,	6	EA	MSA SAFETY SALES, LLC	4,813.88	28,883.28
	G1 RIT System, 4500, Mask, Regulator, 6-Ft Quick-Fill & ExtendAire II Systems (UEBSS, 2018 ed.), remote gauge, URC, Quick-Connect, less cylinder and bag.					
	List Price: $7,002.00 Less 15% = $5,951.70					
RBL303	L3 LITE-SPEED RIT BAG (RED)	6	EA	TRUE NORTH GEAR, LLC	332.96	1,997.76
	List Price: $369.95 less 10% = $332.96, Freight cost $ 236.71 is included.					
10083875	TAG ASSY, ELECTRONIC ID, M7/G1 SCBA	6	EA	MSA SAFETY SALES, LLC	47.44	284.64
	List Price: $69.00 Less 15% = $58.65					
10158407	G1 RFID READER/WRITER	1	EA	MSA SAFETY SALES, LLC	775.65	775.65
	List Price: $1,128.00 Less 15% = $958.80					
10144230	G1 FACEPIECE SPECTACLE KIT	8	EA	MSA SAFETY SALES, LLC	175.10	1,400.80
	List Price: $206.00 Less 15% = $175.10					
MACK-3	MACK - 3 Multi Air Control box, NO CHARGE	1	EA	SCBAS, INC.	0.00	0.00
	List Price Price: $3,950.00, Freight cost $221.24 included.					
SCBAQD	Quick disconnect coupling x ¼" NPT male	4	ea	SCBAS, INC.	533.75	2,135.00
	List Price : N/A					
69542	ADAPTER,UNION,BRS,1/4 NPT M X 3/4HOSE M	4	EA	MSA SAFETY SALES, LLC	28.75	115.00
	List Price: $28.75 Less 0% = $28.75					
476956	SOCKET ASSY,FEMALE,QDISC,CEJN LKG,1-PC	4	EA	MSA SAFETY SALES, LLC	166.00	664.00
	List Price: $166.00 Less 0% = $166.00					
A-PCG51EC2P1	MSA G1 PremAire Cadet Escape Respirator	4	EA	CAPITAL ONE	2,708.88	10,835.52
	CARRIER AND HARNESS ASSEMBLY: 5 NYLON, STRAP CARRIER, LG. PAD OPTIONS: 1 SHOULDER ESCAPE CYLINDER: E 15 MIN. CARBON REGULATOR TYPE: C G1,SOLID,BYPASS W/CBRN FACEPIECE: 2 MED.,MED. NOSECUP,4PT CL HN QUICK DISCONNECT: P CEJN LOCKING CASE: 1 HARDCASE April 2025 - List Price: $3,334.00					
	April 2025 - List Price: $3,334.00 less 15% = $2,833.90					
484225	HOSE ASSY,AIRLINE,PVC,100FT, BRASS FITTINGS	12	EA	MSA SAFETY SALES, LLC	489.13	5,869.56
	List Price: $602.00 Less 15% = $511.70					

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- please access the link below for our full terms and conditions."

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at https://ten8fire.com/return-policy/

Amended

QUOTATION

Quote Number	Document Date	Page
231037250	**12/08/25**	**3/3**

Currency: **$**

	Description	Quantity	UoM	Vendor	Price	Total
479009	**CEJN Locking Quick-Disconnect Assembly (Chrome), w/Plug**	**12**	**EA**	**MSA SAFETY SALES, LLC**	**194.19**	**2,330.28**

List Price: **$239.00** **Less** **0%** **=** **$239.00**

PRICED PER LAKE CO. CONTRACT #22-730K EXPIRES 7/31/2027

****All fit testing and training included in proposal****

****Voice of customer product review trip in May included in proposal****

Shipping: Freight Included

Subtotal:	**$ 1,482,181.33**
Total Before Tax:	**$ 1,482,181.33**
Total Tax Amount:	**$ 0.00**
Total Amount:	**$ 1,482,181.33**

Valid Until: **01/29/2026**

"If any tax, public charge, tariff or duty, is modified assessed, levied with respect to this sale then the burden of such charge or change shall be borne by the Customer.
- please access the link below for our full terms and conditions."

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at https://ten8fire.com/return-policy/

COMMITTEE EVALUATIONS	DRAEGER	MSA	SCOTT
Total possible points per submission	427	427	427
Number of completed submissions	7	7	7
Possible maximum score	2989	2989	2989
Raw score	1441	2563	1733
Average Score	205	366	247
Number of non-committee submissions not included in above totals	1	11	2

CATEGORIES	Total possible points per categor	DRAEGER AVG	MSA AVG	SCOTT AVG
Initial Evaluation	40	24	36	23
Donning and off air breathing	75	40	65	46
On air and pre-entry test	35	14	31	21
Peak load performance	33	15	29	21
Harness security/chopping test	25	12	22	14
Harness freedom/pike pole pulling	19	10	17	11
Balance and reaching	15	9	13	8
Ladder climb	25	14	21	14
Search and rescue	30	13	20	17
RIT/firefighter survival	50	18	40	22
Rehab - redonning	20	8	16	11
Doffing and cleaning	15	9	14	9
Overall general opinion	45	17	38	23

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.j.

Subject:
Purchase of SUNCOM Communication Services for internet and voice services using CenturyLink Communications, LLC, Tallahassee, FL - estimated annual cost of $108,000.

Background/Consideration:
The City requires internet and voice services to conduct day-to-day business operations. The City currently contracts with AT&T for voice services and Spectrum for internet services. The City recently piggybacked on the Florida Department of Management Services (DMS) contract with CenturyLink Communications, LLC for internet and voice services at the Joseph Pellicano Law Enforcement Center, with success in reliability of services and billing. SUNCOM (also referred to as Lumen) communication services are on a month-to-month basis instead of long-term contracts, providing flexibility and more competitive pricing. The Information Technology Department is seeking to expand the CenturyLink Communications contract for internet and voice services to City Hall.

A base contract with CenturyLink Communications for migration of additional City facilities will be forthcoming at a future Council meeting.

Contract/Solicitation:
This purchase utilizes the contract pricing from the State of Florida contract number DMS-17/18-004A. All charged pricing is equal to or less than the contract pricing. This contract expires on June 30, 2030.

Fiscal/Budget Impact:
The cost to migrate internet and voice services at City Hall to SUNCOM is estimated to be $108,000 (approximately $9,000 per month) for the remaining Fiscal Year (FY) 2026. This purchase will be funded through existing budgeted funds in Information Technology, Data Communications (13000516 - 534190 - 002). Through the transition from AT&T to SUNCOM for voice and Spectrum to SUNCOM (Lumen) for internet, there will be overlapping charges from both carriers.

Requested Action:
Purchase of SUNCOM Communication Services for internet and voice services using contract pricing with CenturyLink Communications, LLC, Tallahassee, FL - estimated annual cost of $108,000.

TO:

,

FROM:
STATE OF FLORIDA
DMS - Division of Telecommunications (SUNCOM)
PO Box 6448
Tallahassee, FL 32314-6448

SUNCOM INVOICE

Invoice	**2L-2311**
Invoice Date	November 20, 2025
Fiscal Year	2025-2026
Billing Cycle	October 2025
Account	R13 - 2099

Notes

itprocurement@mlbfl.org, David.Rentos@mlbfl.org

Services	**Charges**
Internet	$6,440.075
Location (VoIP CBST)	$781.100
SIP DID (SCS)	$613.143
SIP Trunk (SCS)	$1,028.897
Total Charges	**$8,863.22**

Payment Due By December 20, 2025 AMOUNT DUE: $8,863.22

- Please review your charges and complete the remittance slip enclosed when submitting payment.
- If you have any questions concerning your SUNCOM invoice, please contact the Department of Management Services at 1-888-4SUNCOM or 1-888-478-6266.
- Journal Transfers:
  726021050017290010000000190300 COMMUNICATIONS W/C TRUST FUND
  REVENUE OBJECT: 010500

FEID - 59-3458983

*** PLEASE FOLD, TEAR HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ***

Invoice Number:	2L23110001-20251120
Agency ID:	R13
Amount Due:	$8,863.22

,

REMITTANCE ADDRESS:
STATE OF FLORIDA
DMS - Division of Telecommunications (SUNCOM)
PO Box 6448
Tallahassee, FL 32314-6448

PLEASE LIST INVOICE NUMBER ON CHECK

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.k.

Subject:
Renewal of Cisco SmartNet Maintenance Agreement, Presidio Network Solutions, Inc., Orlando, FL - $114,848.06.

Background/Consideration:
Cisco SmartNet is an enterprise Cisco hardware and software maintenance program for switches, servers, phones, and the associated software licenses. SmartNet Maintenance consolidates all maintenance, equipment, and software costs, and co-terms those services. This renewal will provide the City with the necessary maintenance and support for all services via one procurement vehicle for 12 months, expiring on September 30, 2026.

Contract/Solicitation:
This purchase utilizes the contract pricing from State of Florida contract number 43220000-NASPO-19-ACS. The Information Technology Department obtained three (3) competitive quotes from Presidio ($114,848.06), Insight ($117,797.98), and SHI ($125,937.52). Presidio Networked Solutions Group, LLC was the lowest priced quote. This contract expires on September 30, 2026.

Fiscal/Budget Impact:
This item is budgeted for Fiscal Year 2026 in Information Technology Department's account, Repair and Maintenance (13000516-546080-005).

Requested Action:
Approval to renew the annual Cisco SmartNet maintenance agreement, Presidio Networked Solutions Group, LLC, Orlando, FL - $114,848.06.

PRESIDIO

QUOTE: 2001725069464-03

DATE: 12/05/2025

PAGE: 1 of 1

TO:

City of Melbourne
Kevin Burns
900 E. Strawbridge Ave.
Melbourne, FL 32901

kevin.e.burns@mlbfl.org
(p) (321) 608-7701

FROM:

PNS Orlando Millenia Lakes
Sylver Fair
5337 Millenia Lakes Blvd.
Suite 300
Orlando, FL 32839

sfair@presidio.com
(p) +1.407.409.8250

BILL TO:

City of Melbourne

900 E. Strawbridge Ave.
Financial Svcs
Melbourne, FL 32901

SHIP TO:

City of Melbourne

900 E. Strawbridge Ave
Information Technology RM-317
Melbourne, FL 32901

Customer#: CITYO413

Contract Vehicle: Florida NASPO Valuepoint Cisco AR3227 FL# 43220000-NASPO-19-ACS

Account Manager: Clint Griffin

Inside Sales Rep: Sylver Fair

Title: City of Melbourne - DNA Removed - Smartnet Renewal coterm 12/31/2026

Comments: DNA Removed

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	$114,848.06	1	$114,848.06

Start Date: 01/01/2026
End Date: 12/31/2026
Comments: 222291540

Sub Total:	**$114,848.06**
Grand Total:	**$114,848.06**

THIS QUOTE IS GOVERNED BY THE TERMS AND CONDITIONS OF NASPO VALUEPOINT CISCO CONTRACT AR3227 FLORIDA 43220000-NASPO-19-ACS.

QUOTE IS VALID FOR 30 DAYS FROM DATE SHOWN ABOVE.

PURSUANT TO THIS CONTRACT YOUR PO MUST REFLECT THE FOLLOWING CONTRACT:
NASPO VALUEPOINT CISCO CONTRACT AR3227 FLORIDA 43220000-NASPO-19-ACS..

Tax ID# 58-1667655; Size Business: Large; CAGE Code: 0KD05; DUNS#15-405-0959

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)

Delivery: FOB Terms Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Parks & Recreation
Presenter:	Nikki Caldwell
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.l.

Subject:
Youth sports league ball field use agreements.

Background/Consideration:
Each of the five (5) youth sports organizations, Lipscomb Street Regional Park Association of Melbourne, Florida, Inc., Greater Melbourne Police Athletic League, Inc., Melbourne Mercenaries, Inc., Eau Gallie Little League, Inc., and Brevard Soccer Alliance, Inc., are co-sponsors with the City of Melbourne Parks and Recreation Department and provide youth recreational sports that benefit the community. The City has historically provided primary use of designated City parks/fields to the aforementioned youth sports leagues.

The Parks and Recreation Department has determined that it is in the best interest of the City to continue to co-sponsor the same organizations as they have proven to be successful in providing safe, affordable, and fun youth recreational sports leagues benefiting Melbourne residents. The City has collaborated with many of the same organizations for more than 25 years.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of five (5) youth sports league ball field and facilities use agreements between the City of Melbourne and the following organizations: Lipscomb Street Regional Park Association of Melbourne, Florida, Inc., Greater Melbourne Police Athletic League, Inc., Melbourne Mercenaries, Inc., Eau Gallie Little League, Inc., and Brevard Soccer Alliance, Inc.; and authorization for the City Manager, or designee, to execute such agreements.

CITY OF MELBOURNE
YOUTH SPORTS LEAGUE BALL FIELD AND FACILTY USE AGREEMENT

THIS YOUTH SPORTS LEAGUE BALL FIELD AND FACILITY USE AGREEMENT (the "Agreement") is made this 1st day of February, 2026, by and between the CITY OF MELBOURNE, a Florida municipal corporation (the "CITY"), whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and Greater Melbourne Police Athletic League, Inc., a Florida Not-for-Profit Corporation (the "USER"), whose address is 2547 S. Grant St.., Melbourne, FL 32935.

RECITALS

WHEREAS, the USER desires to use certain CITY park facilities for its youth athletic league activities; and

WHEREAS, the CITY finds that USER's use of the park facilities will not interfere with the CITY's programs, and is in the best interest of the community; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein between the parties, the CITY and USER agree to the following terms and conditions:

1. Term. This Agreement shall commence on February 1, 2026 and terminate on January 31, 2027 unless otherwise terminated pursuant to this Agreement.

2. Use of Facility. Through this Field and Facility Use Agreement, and subject to the terms and conditions of this Agreement, the CITY provides the USER a conditional license to use the following City park facilities:

Eddie Lee Taylor Sr. Community Complex Football field (Football), Carver Park Multi-Purpose Field (Football and Soccer), Joseph N. Davis Community Center (Basketball), and Crane Park Multi-Purpose Field (Football and Soccer),

(collectively, the "Field"). For the purposes of this Agreement, Complex means the City park within which the Field is located, and Facility shall mean, collectively, the Field and related Complex.

USER agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. USER agrees not to use the Facility for any unlawful purpose. USER agrees that its use of the Facility will comply with all applicable federal, state, and local laws, regulations, and requirements of the City of Melbourne Parks and Recreation Department. USER agrees to comply with the attached Facility Rules, Regulations and Policies, as applicable. USER agrees to obtain and submit to the Parks and Recreation Department all necessary accompanying licenses and permits related to USER's activities and events.

In addition to the attached Facility Rules, Regulations, and Policies, the following site specific rules and regulations apply to USER's use of the Facility:

Pick up inside bleachers, gym area, multi-purpose room, and outside trash and put in dumpster. To dispose of cooking oil and any other kitchen cooking supplies properly. To make sure doors are locked to the public when entering the facility when City of Melbourne staff is not present and make sure all doors are secure before leaving. To follow all JDCC rules and regulations.

The CITY or its agents may at any time enter in and on the Facility for the purpose of inspection of the same and performing such other duties as are required by the terms of this Agreement and the rules, regulation, ordinances and laws of any government body.

The CITY reserves the right to disapprove any and all activities held at the Facility, which may be in conflict with the Department's and/or the City's Policies and Administrative Orders. The CITY agrees to furnish the USER with a copy of such rules, regulations, policies, procedures, and amendments thereto.

USER agrees to obtain and submit to Parks and Recreation all necessary accompanying licenses and permits related to USER's activities at the Facility.

3. Insurance Requirements. USER shall, at its sole expense, maintain in full force and effect at all times during the term of this Agreement, commercial general liability insurance coverage with a policy limit of not less than one million dollars ($1,000,000) and with a deductible amount of not more than ten thousand dollars ($10,000), that lists the City of Melbourne, a Florida municipal corporation, as an additional insured on the policy. The limits of such insurance shall not limit the liability of the USER. USER shall submit proof of insurance to the CITY in the form of a copy of the certificate of insurance and insurance policy's declarations page accompanied by the Additional Insured policy endorsement prior to using the Facility. User may not use the Facility pursuant to this Agreement if the required insurance is not in full force and effect. All insurance coverage must be occurrence based rather than based on "claims made." USER shall cause each policy or contract for insurance to contain a provision that no act or neglect of the USER invalidates the obligation of the insurer to the USER, and an agreement by the insurer that the insurance will not be canceled or changed earlier than thirty (30) days after written notice thereof has been given to the CITY. All insurance policies shall be issued by companies of recognized responsibility licensed to do business as insurance companies in the State of Florida and rated by Best's Insurance Reports (or any successor publication of comparable standing) and carrying a rating of A VII or better or the then-equivalent of such rating.

4. Background Screening Requirements. USER shall be solely responsible for appropriate background screening of all coaches, team managers, assistants, instructors, and volunteers in its organization. USER shall ensure that all board members, youth coaches, youth assistant coaches, concession and team volunteers, volunteer sports officials, and other associated with USER's organization are background screened prior to being actively involved in USER's activities at the Facility. USER shall conduct a background screening in accordance with Florida Statutes.

USER's director or president is required to confirm in writing that USER is fully aware of this requirement, stating the background screening process USER intends to use to complete the required background screening, and that USER continually completes this process each season with new coaches and volunteers joining USER's organization. USER understands and agrees that the CITY will not undertake any of the responsibilities in this paragraph, and that USER takes the full responsibility for these duties and requirements.

5. Liability, Indemnification. In performing activities under this Agreement, USER is not performing services or providing goods to the CITY, but instead is acting independently in providing activities and services for the benefit of Melbourne-area citizens. USER's personnel, agents, and volunteers shall not act as, nor be employees or agents, of the CITY. USER shall be solely responsible for the proper safety, supervision, training, and equipping of all participants and coaches, team managers, assistants, instructors, and volunteers.

USER covenants not to sue the CITY or its employees, officers, agents, representatives, and subcontractors, all in their official and personal capacities, for any and all claims during the term of this Agreement arising from USER making use of the Facility, for personal injury, loss of life, and damage to property sustained in or about the Facility.

USER shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold the CITY and its employees, officers, agents, representatives, and subcontractors (the "Released Parties"), harmless and free from and against any and all claims, liabilities, demands, penalties, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out, arising or resulting from USER's use of the Facility, for: personal injury, loss of life, property damage, or any violation of law, governmental regulation or order. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Florida Statutes, or otherwise provided.

USER must notify the City anytime an emergency response is required related to an accident, an incident, an injury, or any other event at any City Facility. A report of the emergency should be submitted in detail to the City's Recreation Superintendent and Recreation Manager by email with written details as soon as possible.

6. **User Contact Information.** USER and its league shall provide a full list of its board members, their telephone numbers and e-mail addresses (unless the e-mail holder objects) to the Recreation Superintendent by February 1, 2026. USER shall also provide dates for USER's scheduled league meetings to the Recreation Superintendent by February 1, 2026. As provided by Section 668.6076, Florida Statutes, under Florida law e-mail addresses are public records. If USER's representatives do not want an e-mail address released in response to a public records request, do not send electronic mail to the CITY. Instead, contact the CITY by phone or in writing.

7. **Assignment.** USER may not assign, sublet, or otherwise transfer the benefits or obligations of this Agreement without prior written consent from the Parks and Recreation Director or designee.

8. **Termination.** The CITY shall have the right to terminate this Agreement at any time, either for cause or for the City's convenience, but agrees to give USER at least thirty (30) days prior notice of its intention to terminate. USER may terminate this Agreement for its convenience, but agrees to give the CITY at least thirty (30) days prior notice of its intention to terminate.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the City now in effect or hereinafter adopted.

10. **Severability.** The parties agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unconstitutional for any reason, the remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

11. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each party has executed this Youth Sports League Ball Field and Facility Use Agreement on the date stated above.

CITY OF MELBOURNE
a Florida municipal corporation

By:_____
Jenni Lamb
City Manager

ATTEST:

By:_____
Kevin McKeown
City Clerk

(CITY SEAL)

USER:

a _____,

By: BREVARD SOCCER
Name: DOUG WRIGHT
Title: PRESIDENT

(CORPORATE SEAL)

YOUTH SPORTS LEAGUE BALL FIELD AND FACILITY USE AGREEMENT FACILITY USE RULES, REGULATIONS, AND POLICIES

Costs and Fees:

1. USER agrees to pay for the following costs:
   - Light use, based on the number of hours used and the rate listed in the Parks and Recreation Fee Schedule.
   - CITY costs to mark fields for tournaments; and
   - Costs arising from USER's use of the Facility, in accordance with the current Parks and Recreation Fee Schedule.
2. Costs and fees shall be invoiced by the City and are due 10 days after receipt of invoice during the term of this Agreement.
3. USER shall absorb all other expenses of operation USER's league. Except as otherwise provided in this Agreement, the CITY will only provide certain maintenance and utilities.
4. If the USER causes any damage or issue that would require assistance from any CITY employee, the USER will pay the CITY the staff rate.

Facilities

5. The USER shall install any additional equipment needed to operate the facility at the USER's expense, consistent with the maintenance and improvements requirements set forth herein.
6. The USER will provide microphones, amplifiers, speakers, scoreboards, etc. that are needed to run their games, tournaments or opening ceremonies.
7. The USER is not permitted to maintain an overnight storage of funds (cash, checks, credit card receipts, etc.) in any CITY Facility.
8. LIGHTS. Lights at the Facility shall not be turned on without the prior permission of the CITY. The following regulations apply to the use of lights at the Facility:
   - PRACTICE – During approved practices weeks all lights shall be out by 10:00 p.m. USER agrees to be conscious of saving electricity, and agrees to turn off the lights as soon as possible after practice sessions.
   - TURNING LIGHTS ON – No lights may be turned on until one half hour before sunset. Lights must be set for a minimum of 1 hour.
   - LIGHTS LEFT ON – If lights are left on and the CITY's Parks and Recreation staff member must be called out to turn lights off, or they are left on overnight, the USER will be charged and must pay for the light use.
   - USER shall not authorize use of Facility lights for any games or practice that are not affiliated with USER's activities.

9. FIELDS. The following regulations apply to ball fields at the Facility:
    - MARKING FIELDS - SEASON. The CITY's Parks Division will paint the football fields for every home game for the football season.
    - MARKING FIELDS - TOURNAMENT. No extra work will be done unless the USER requests assistance from the CITY's Parks Division. Requests for assistance must be put in writing or email, at least seven (7) days prior to the event. USER shall pay the cost for the extra help at the current hourly rate per person per hour as described in the Parks and Recreation Fee Schedule.
    - SOCCER FIELDS. For ball fields being used for Soccer, the goals must be rotated and firmly secured on a consistent basis as not to create wear spots on the field. All soccer goals shall be properly secured to the ground to avoid tipping or moving.
10. KEYS. The Recreation Manager may authorize keys to be issued to USER for access to the Facility. If USER loses a key, the USER shall be responsible for all costs associated with the replacement of the key(s) and lock(s) as necessary, as well as all repairs and or replacement of equipment and materials due to the loss of the key(s).
11. SIGNS AND BANNERS. USER must have approval from the Recreation Manager prior to selling or erecting advertising or sponsor signage, including billboards and banners, at any time in a Facility. Approved USER signs and banners should be placed in a manner where the intended audience are those individuals at the Facility, rather than the right-of-way.
12. WEATHER.
    - USER's representatives shall provide either a portable lightning detector or have a proper weather watch application on a USER board member's mobile device at each Complex utilized. USER shall have a process in place in case of severe weather.
    - In anticipation of inclement weather with high winds, USER shall remove and secure outdoor items, such as signs, banners, wind screens, and other similar items. Prior warning of inclement weather may come from either CITY staff or a weather service, such as the National Weather Service.

User/League Conduct

13. USER's athletic contest and leagues must adopt an "all play rule", whereby every participant has the opportunity to compete in each contest or league game.
14. Membership to USER's organization must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

Scheduling

15. FOOTBALL at Eddie Lee Taylor, Sr. Community Complex: As agreed by PAL and Lipscomb Street Park Association, scheduling home games at the football field will be coordinated with the Lipscomb Street Park Association football league. PAL will practice at Carver Park and Lipscomb Street Park Association will practice at Eddie Lee Taylor, Sr. Community Complex.
16. The CITY designates the CITY's Recreation Superintendent in charge of Athletics, as the manager on the CITY's part to coordinate with the USER regarding scheduling USER's use of the Facility.

17. The USER shall furnish to the CITY a schedule of use of the Field at least 14 days before the start of the season. USER's schedule shall be coordinated and integrated with the CITY's programs and all other individuals making use of the Field on a first come first served basis, and that said Field schedule shall become a part of this Agreement.

18. The CITY will schedule the time available to the USER on a first come first served basis when considered against Field users other than the CITY other than established scheduled times.

19. CITY activities at the Facility shall take priority over USER's special events, such as tournaments. The CITY will coordinate the CITY's activities with USER, and provide USER, within a reasonable time, a coordinated schedule, and any changes or amendments to said schedule as may be required from time to time. The CITY will attempt to provide reasonable notice of scheduling conflicts, and to coordinate with USER to avoid scheduling conflicts, if possible.

20. The CITY reserves the right to allow other individuals to make use of the Field for available practice and playing time which shall not be in conflict with any previously established schedule.

21. The CITY maintains the right to cancel any game, if it is not in the best interest of the CITY, if weather makes the Field unplayable, an issue with the building, or any other unforeseen act. If the City cancels a game, absolutely no activities on the Field will be permitted.

22. LEAGUE GAMES. All schedules must be turned into the Recreation Superintendent at least fourteen (14) days before the start of the season. Makeup or rainout schedules must be given to the Recreation Superintendent in writing.

23. Fields will not be ready for practice until February 1, 2026. There will be no regular season games until notified by PAL.

24. If games are scheduled on weekends, it will be the responsibility of the USER to prepare their own Ball Fields consistent with the rules and regulations herein.

25. USER agrees to send an email notification message at least once a month to all registered emails in the league, and will send a copy of the email to the Recreation Manager.

Concessions, Food, Alcohol

26. At Eddie Lee Taylor, Sr. Community Complex: Lipscomb Street Park Association and PAL agree to joint use of the Concession Stand and will each have the right to use the Concession stand on their respective game days. Coordination of use/storage/equipment will be between these parties.

27. At all other fields: When USER is actively using the Field, USER shall have the right to use the concession building adjacent to the Field in connection with the operation of a youth sports league. All concession stand materials and improvements or fixtures are the sole responsibility of the USER. All materials must be removed from the concession stands no later than ten (10) days after the season ends. Air conditioning units, icemakers, and other fixtures must be turned off at the end of the season.

28. Concession vending machines, unauthorized concession vendors, and food trucks are not permitted on City property without written approval from the Parks and Recreation Director or designee. All requests must be in writing with detailed information, and all vendors must be registered with the City of Melbourne with valid licenses, health permits, and insurance.

29. Any request for tournaments, special events, or fundraisers involving alcohol consumption and sales, and/or "Games of chance" at City operated facilities must be submitted in writing with all promotional materials and details to the Parks and Recreation Director for approval a minimum of 30 days prior to the proposed scheduled event. Additional alcohol liability coverage may be required for events with alcohol sales.

Maintenance and Improvements

City Maintenance

30. The CITY reserves the right to from time to time close the Field to all practices and games for maintenance. Any and all athletic fields may be closed at any time that maintenance is required. This down time is necessary to help provide the best turf conditions and to manage any safety concerns at the facility. Please note: The over seeding of fields starts approximately at the end of November and the fields might be closed from Thanksgiving to the first week of February until the seed has taken root and firm for activity (some fields may need more time). Schedule of field closings will be coordinated with Recreation Superintendent.

User Maintenance

31. The USER shall keep all storage areas clean and in safe condition.

32. At the end of each use, the USER shall leave the Field and Facility and surrounding vicinity in a good condition as it was received, reasonable wear and tear excepted.

33. The USER shall perform routine maintenance of said premises and keep every part thereof in a clean, safe, secure and wholesome condition.

34. The USER may do minimal general preparation work on any Field. CLAY, DIRT AND/OR SOD MAY NOT BE REMOVED FROM ANY FIELD, NOR MAY ANY TYPE MATERIAL BE ADDED TO ANY FIELD WITHOUT WRITTEN CONSENT FROM THE RECREATION SUPERINTENDENT. All work, other than general preparation, must be requested by the USER in writing and then answered in writing by the Recreation Superintendent.

35. USER shall monitor all activities to prevent turf and fence damage (i.e. holes being dug by players and soft-toss). The organization must report any vandalism, property damages, potential maintenance issues, safety concerns, or any repairs deemed necessary immediately to the Recreation Manager or designee directly by email or phone call.

Improvements on City Property

36. USER shall not make physical alterations to any City building, structure, amenities, or landscaping without prior written approval from Parks and Recreation Director or designee. No City equipment is to be removed from the Facility.

37. Any improvements or repairs to the Facility by the USER must be requested in writing to the CITY, and the improvements must be mutually agreed to by the CITY and the USER, with written permission granted by the Parks and Recreation Director or designee, prior to any work commencing. The plans, specifications and location for all improvements, structures, landscaping, and facilities made by the USER and at the sole expense of the USER to the Facility shall be submitted in writing to and approved by the Parks and Recreation Director or designee prior to the construction or installation of such improvement, structure landscaping

or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the CITY if the USER does not renew its annual contract.

38. All buildings at the Facility belong to the CITY. Any new buildings that the USER receives permission from the CITY to build, must meet all CITY Building Codes and must be permitted through the City Building Department. All new buildings installed on CITY property will become the property of the CITY if the USER does not renew its annual contract.

Recordkeeping

39. USER shall keep books, records, and accounts of all activities related to this Agreement, in compliance with general accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the agency for a period of three (3) years after the termination of this agreement. All records or documents created by Organization or provided to the Organization by the City in connection with the activities or services provided by the City under the terms of this Agreement, are public records and the Organization agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

CITY OF MELBOURNE
YOUTH SPORTS LEAGUE FIELD USE AGREEMENT

THIS YOUTH SPORTS LEAGUE BALL FIELD USE AGREEMENT (the "Agreement") is made this 1st day of February, 2026, by and between the CITY OF MELBOURNE, a Florida municipal corporation (the "CITY"), whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and Melbourne Mercenaries Inc., a Florida Not-for-Profit Corporation (the "USER"), whose address is 3440 Lakewood Dr. West Melbourne, FL 32904.

RECITALS

WHEREAS, the USER desires to use certain CITY park facilities for its youth athletic league activities; and

WHEREAS, the CITY finds that USER's use of the park facilities will not interfere with the CITY's programs, and is in the best interest of the community; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein between the parties, the CITY and USER agree to the following terms and conditions:

1. Term. This Agreement shall commence on February 1, 2026 and terminate on January 31, 2027 unless otherwise terminated pursuant to this Agreement.

2. Use of Facility. Through this Ball Field Use Agreement, and subject to the terms and conditions of this Agreement, the CITY provides the USER a conditional license to use the following City park facilities: Southwest Park Soccer field #2 and concession

(collectively, the "Ball Field"). For the purposes of this Agreement, Complex means the City park within which the Ball Field is located, and Facility shall mean, collectively, the Ball Field and related Complex.

USER agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. USER agrees not to use the Facility for any unlawful purpose. USER agrees that its use of the Facility will comply with all applicable federal, state, and local laws, regulations, and requirements of the City of Melbourne Parks and Recreation Department. USER agrees to comply with the attached Facility Rules, Regulations and Policies, as applicable. USER agrees to obtain and submit to the Parks and Recreation Department all necessary accompanying licenses and permits related to USER's activities and events.

In addition to the attached Facility Rules, Regulations, and Policies, the following site specific rules and regulations apply to USER's use of the Facility:

At Southwest Park, move practices daily to divert wear spots, move goals off the field for the mowers, make sure restrooms and gates are locked at the end of every day. Our Parks Department will be closing the fields for 4 weeks in Summer and Winter for Field Maintenance, specific dates will be communicated through email.

The CITY or its agents may at any time enter in and on the Facility for the purpose of inspection of the same and performing such other duties as are required by the terms of this Agreement and the rules, regulation, ordinances and laws of any government body.

The CITY reserves the right to disapprove any and all activities held at the Facility, which may be in conflict with the Department's and/or the City's Policies and Administrative Orders. The

CITY agrees to furnish the USER with a copy of such rules, regulations, policies, procedures, and amendments thereto.

USER agrees to obtain and submit to Parks and Recreation all necessary accompanying licenses and permits related to USER's activities at the Facility.

3. Insurance Requirements. USER shall, at its sole expense, maintain in full force and effect at all times during the term of this Agreement, commercial general liability insurance coverage with a policy limit of not less than one million dollars ($1,000,000) and with a deductible amount of not more than ten thousand dollars ($10,000), that lists the City of Melbourne, a Florida municipal corporation, as an additional insured on the policy. The limits of such insurance shall not limit the liability of the USER. USER shall submit proof of insurance to the CITY in the form of a copy of the certificate of insurance and insurance policy's declarations page accompanied by the Additional Insured policy endorsement prior to using the Facility. User may not use the Facility pursuant to this Agreement if the required insurance is not in full force and effect. All insurance coverage must be occurrence based rather than based on "claims made." USER shall cause each policy or contract for insurance to contain a provision that no act or neglect of the USER invalidates the obligation of the insurer to the USER, and an agreement by the insurer that the insurance will not be canceled or changed earlier than thirty (30) days after written notice thereof has been given to the CITY. All insurance policies shall be issued by companies of recognized responsibility licensed to do business as insurance companies in the State of Florida and rated by Best's Insurance Reports (or any successor publication of comparable standing) and carrying a rating of A VII or better or the then-equivalent of such rating.

4. Background Screening Requirements. USER shall be solely responsible for appropriate background screening of all coaches, team managers, assistants, instructors, and volunteers in its organization. USER shall ensure that all board members, youth coaches, youth assistant coaches, concession and team volunteers, volunteer sports officials, and other associated with USER's organization are background screened prior to being actively involved in USER's activities at the Facility. USER shall conduct a background screening in accordance with Section 943.0438, Florida Statutes.

USER's director or president is required to confirm in writing that USER is fully aware of this requirement, stating the background screening process USER intends to use to complete the required background screening, and that USER continually completes this process each season with new coaches and volunteers joining USER's organization. USER understands and agrees that the CITY will not undertake any of the responsibilities in this paragraph, and that USER takes the full responsibility for these duties and requirements.

5. Liability, Indemnification. In performing activities under this Agreement, USER is not performing services or providing goods to the CITY, but instead is acting independently in providing activities and services for the benefit of Melbourne-area citizens. USER's personnel, agents, and volunteers shall not act as, nor be employees or agents, of the CITY. USER shall be solely responsible for the proper safety, supervision, training, and equipping of all participants and coaches, team managers, assistants, instructors, and volunteers.

USER covenants not to sue the CITY or its employees, officers, agents, representatives, and subcontractors, all in their official and personal capacities, for any and all claims during the term of this Agreement arising from USER making use of the Facility, for personal injury, loss of life, and damage to property sustained in or about the Facility.

USER shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold the CITY and its employees, officers, agents, representatives, and subcontractors (the "Released Parties"), harmless and free from and against any and all claims, liabilities, demands, penalties, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out, arising or resulting from USER's use of the Facility, for: personal injury, loss of life, property damage, or any violation of law, governmental regulation or order. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Florida Statutes, or otherwise provided.

USER must notify the City anytime an emergency response is required related to an accident, an incident, an injury, or any other event at any City Facility. A report of the emergency should be submitted in detail to the City's Recreation Superintendent and Recreation Manager by email with written details as soon as possible.

6. **User Contact Information.** USER and its league shall provide a full list of its board members, their telephone numbers and e-mail addresses (unless the e-mail holder objects) to the Recreation Superintendent and Recreation Manager by February 1, 2026. USER shall also provide dates for USER's scheduled league meetings to the Recreation Superintendent by February 1, 2026. As provided by Section 668.6076, Florida Statutes, under Florida law e-mail addresses are public records. If USER's representatives do not want an e-mail address released in response to a public records request, do not send electronic mail to the CITY. Instead, contact the CITY by phone or in writing.

7. **Assignment.** USER may not assign, sublet, or otherwise transfer the benefits or obligations of this Agreement without prior written consent from the Parks and Recreation Director or designee.

8. **Termination.** The CITY shall have the right to terminate this Agreement at any time, either for cause or for the City's convenience, but agrees to give USER at least thirty (30) days prior notice of its intention to terminate. USER may terminate this Agreement for its convenience, but agrees to give the CITY at least thirty (30) days prior notice of its intention to terminate.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the City now in effect or hereinafter adopted.

10. **Severability.** The parties agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unconstitutional for any reason, the remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

11. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each party has executed this Youth Sports League Ball Field Use Agreement on the date stated above.

CITY OF MELBOURNE
a Florida municipal corporation

By:_____
Jenni Lamb
City Manager

ATTEST:

By:_____
Kevin McKeown
City Clerk

(CITY SEAL)

USER: _____,
a _____

By: Melbourne Mercenaries Inc
Name: Daryl Monroe
Title: President

(CORPORATE SEAL)

YOUTH SPORTS LEAGUE BALL FIELD USE AGREEMENT
FACILITY USE RULES, REGULATIONS, AND POLICIES

Costs and Fees:

1. USER agrees to pay for the following costs:
   - Light use, based on the number of hours used and the rate listed in the Parks and Recreation Fee Schedule.
   - Costs arising from USER's use of the Facility, in accordance with the current Parks and Recreation Fee Schedule.
2. Costs and fees shall be invoiced by the City and payment must be made within 10 days of receiving invoice during the term of this Agreement.
3. USER shall absorb all other expenses of operation USER's league. Except as otherwise provided in this Agreement, the CITY will only provide certain maintenance and utilities.
4. If the USER causes any damage or issue that would require assistance from any CITY employee, the USER will pay the CITY the staff rate or any charge to replace or repair the damage.

Facilities

5. The USER shall install any additional equipment needed to operate the facility at the USER's expense, consistent with the maintenance and improvements requirements set forth herein.
6. The USER will provide microphones, amplifiers, speakers, scoreboards, etc. that are needed to run their games, tournaments or opening ceremonies.
7. The USER is not permitted to maintain an overnight storage of funds (cash, checks, credit card receipts, etc.) in any CITY Facility.
8. LIGHTS. Lights at the Facility shall not be turned on without the prior permission of the CITY. The following regulations apply to the use of lights at the Facility:
   - PRACTICE – During approved practices weeks all lights shall be out by 10:00 p.m. USER agrees to be conscious of saving electricity, and agrees to turn off the lights as soon as possible after practice sessions.
   - TURNING LIGHTS ON – No lights may be turned on until one half hour before sunset.
   - LIGHTS LEFT ON – If lights are left on and the CITY's Parks and Recreation staff member must be called out to turn lights off, or they are left on overnight, the USER will be charged and must pay for the light use.
   - USER shall not authorize use of Facility lights for any games or practice that are not affiliated with USER's activities.
9. FIELDS. The following regulations apply to ball fields at the Facility:
   - SOCCER FIELDS. For ball fields being used for Soccer or football practices must be rotated on a consistent basis as not to create wear spots on the field.

10. KEYS. The Recreation Manager may authorize keys to be issued to USER for access to the Facility. If USER loses a key, the USER shall be responsible for all costs associated with the replacement of the key(s) and lock(s) as necessary, as well as all repairs and or replacement of equipment and materials due to the loss of the key(s).
11. SIGNS AND BANNERS. USER must have approval from the Recreation Manager prior to selling or erecting advertising or sponsor signage, including billboards and banners, at any time in a Facility. Approved USER signs and banners should be placed in a manner where the intended audience are those individuals at the Facility, rather than the right-of-way.
12. WEATHER.
    - USER's representatives shall provide either a portable lightning detector or have a proper weather watch application on a USER board member's mobile device at each Complex utilized. USER shall have a process in place in case of severe weather.
    - In anticipation of inclement weather with high winds, USER shall remove and secure outdoor items, such as signs, banners, wind screens, and other similar items. Prior warning of inclement weather may come from either CITY staff or a weather service, such as the National Weather Service.

User/League Conduct

13. USER's athletic contest and leagues must adopt an "all play rule", whereby every participant has the opportunity to compete in each contest or league game.
14. Membership to USER's organization must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

Scheduling

15. The CITY designates the CITY's Recreation Superintendent in charge of Athletics, as the manager on the CITY's part to coordinate with the USER regarding scheduling USER's use of the Facility.
16. The USER shall furnish to the CITY a schedule of use of the Field at least 14 days before the start of the season. USER's schedule shall be coordinated and integrated with the CITY's programs and all other individuals making use of the Field on a first come first served basis, and that said Field schedule shall become a part of this Agreement.
17. The CITY will schedule the time available to the USER on a first come first served basis when considered against Field users other than the CITY other than established scheduled times.
18. CITY activities at the Facility shall take priority over USER's special events, such as tournaments. The CITY will coordinate the CITY's activities with USER, and provide USER, within a reasonable time, a coordinated schedule, and any changes or amendments to said schedule as may be required from time to time. The CITY will attempt to provide reasonable notice of scheduling conflicts, and to coordinate with USER to avoid scheduling conflicts, if possible.

19. The CITY reserves the right to allow other individuals to make use of the Field for available practice and playing time which shall not be in conflict with any previously established schedule.

20. The CITY maintains the right to cancel any game, if it is not in the best interest of the CITY, if weather makes the Field unplayable, or any other unforeseen act. If the City cancels a game, absolutely no activities on the Field will be permitted.

21. LEAGUE GAMES. All schedules must be turned into the Recreation Superintendent at least fourteen (14) days before the start of the season. Makeup or rainout schedules must be given to the Recreation Superintendent in writing.

22. USER agrees to send an email notification message at least once a month to all registered emails in the league, and will send a copy of the email to the Recreation Manager.

Concessions, Food, Alcohol

23. When USER is actively using the Field, USER shall have the right to use the concession building adjacent to the Field in connection with the operation of a youth sports league. All concession stand materials and improvements or fixtures are the sole responsibility of the USER. All materials must be removed from the concession stands no later than ten (10) days after the season ends. Air conditioning units, icemakers, and other fixtures must be turned off at the end of the season.

24. Concession vending machines, unauthorized concession vendors, and food trucks are not permitted on City property without written approval from the Parks and Recreation Director or designee. All requests must be in writing with detailed information, and all vendors must be registered with the City of Melbourne with valid licenses, health permits, and insurance.

25. Any request for tournaments, special events, or fundraisers involving alcohol consumption and sales, and/or "Games of chance" at City operated facilities must be submitted in writing with all promotional materials and details to the Parks and Recreation Director for approval a minimum of 30 days prior to the proposed scheduled event. Additional alcohol liability coverage may be required for events with alcohol sales.

Maintenance and Improvements

City Maintenance

26. The CITY reserves the right to from time to time close the Field to all practices and games for maintenance. Any and all athletic fields may be closed at any time that maintenance is required. This down time is necessary to help provide the best turf conditions and to manage any safety concerns at the facility. Please note: The over seeding of fields will require closing the fields until the seed has taken root and firm for activity (some fields may need more time). Schedule of field closings will be coordinated with Recreation Superintendent.

User Maintenance

27. The USER shall keep all storage areas clean and in safe condition.

28. At the end of each use, the USER shall leave the Field and surrounding vicinity in a good condition as it was received, reasonable wear and tear excepted.

29. The USER shall perform routine maintenance of said premises and keep every part thereof in a clean, safe, secure and wholesome condition.

30. The USER may do minimal general preparation work on any Ball Field. CLAY, DIRT AND/OR SOD MAY NOT BE REMOVED FROM ANY BALL FIELD, NOR MAY ANY TYPE MATERIAL BE ADDED TO ANY BALL FIELD WITHOUT WRITTEN CONSENT FROM THE RECREATION SUPERINTENDENT. All work, other than general preparation, must be requested by the USER in writing and then answered in writing by the Recreation Superintendent.

31. USER shall monitor all activities to prevent turf and fence damage (i.e. holes being dug by players and soft-toss). The organization must report any vandalism, property damages, potential maintenance issues, safety concerns, or any repairs deemed necessary immediately to the Recreation Manager or Recreation Superintendent or designee directly by email or phone call.

Improvements on City Property

32. USER shall not make physical alterations to any City building, structure, amenities, or landscaping without prior written approval from Parks and Recreation Director or designee. No City equipment is to be removed from the Facility.

33. Any improvements or repairs to the Facility by the USER must be requested in writing to the CITY, and the improvements must be mutually agreed to by the CITY and the USER, with written permission granted by the Parks and Recreation Director or designee, prior to any work commencing. The plans, specifications and location for all improvements, structures, landscaping, and facilities made by the USER and at the sole expense of the USER to the Facility shall be submitted in writing to and approved by the Parks and Recreation Director or designee prior to the construction or installation of such improvement, structure landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the CITY if the USER does not renew its annual contract.

34. All buildings at the Facility belong to the CITY. Any new buildings that the USER receives permission from the CITY to build, must meet all CITY Building Codes and must be permitted through the City Building Department. All new buildings installed on CITY property will become the property of the CITY if the USER does not renew its annual contract.

Recordkeeping

35. USER shall keep books, records, and accounts of all activities related to this Agreement, in compliance with general accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the agency for a period of three (3) years after the termination of this agreement. All records or documents created by Organization or provided to the Organization by the City in connection with the activities or services provided by the City under the terms of this Agreement, are public records and the Organization agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

CITY OF MELBOURNE
YOUTH SPORTS LEAGUE FIELD USE AGREEMENT

THIS YOUTH SPORTS LEAGUE BALL FIELD USE AGREEMENT (the "Agreement") is made this 1st day of February, 2026, by and between the CITY OF MELBOURNE, a Florida municipal corporation (the "CITY"), whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and Eau Gallie Little League, Inc., a Florida Not-for-Profit Corporation (the "USER"), whose address is PO Box 361606 Melbourne, FL 32936.

RECITALS

WHEREAS, the USER desires to use certain CITY park facilities for its youth athletic league activities; and

WHEREAS, the CITY finds that USER's use of the park facilities will not interfere with the CITY's programs, and is in the best interest of the community; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein between the parties, the CITY and USER agree to the following terms and conditions:

1. Term. This Agreement shall commence on February 1, 2026 and terminate on January 31, 2027 unless otherwise terminated pursuant to this Agreement.

2. Use of Facility. Through this Field Use Agreement, and subject to the terms and conditions of this Agreement, the CITY provides the USER a conditional license to use the following City park facilities:

Crane Park- 2 Baseball fields, 1 Softball field. Fee Park- 2 Softball fields. Carver park- 1 Baseball field. Jimmy Moore Park- 1 Baseball field. McGrath Park- 2 Baseball fields.

(collectively, the "Field"). For the purposes of this Agreement, Complex means the City park within which the Field is located, and Facility shall mean, collectively, the Field and related Complex.

USER agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. USER agrees not to use the Facility for any unlawful purpose. USER agrees that its use of the Facility will comply with all applicable federal, state, and local laws, regulations, and requirements of the City of Melbourne Parks and Recreation Department. USER agrees to comply with the attached Facility Rules, Regulations and Policies, as applicable. USER agrees to obtain and submit to the Parks and Recreation Department all necessary accompanying licenses and permits related to USER's activities and events.

In addition to the attached Facility Rules, Regulations, and Policies, the following site specific rules and regulations apply to USER's use of the Facility:

Make sure restrooms and gates are locked at the end of every day and put all trash in dumpsters. Secure "L brackets" off the fields when not in use. Crane & Carver Parks- vehicles are only allowed into the park to unload supplies, they must move immediately and park in the designated parking lot.

The CITY or its agents may at any time enter in and on the Facility for the purpose of inspection of the same and performing such other duties as are required by the terms of this Agreement and the rules, regulation, ordinances and laws of any government body.

The CITY reserves the right to disapprove any and all activities held at the Facility, which may be in conflict with the Department's and/or the City's Policies and Administrative Orders. The CITY agrees to furnish the USER with a copy of such rules, regulations, policies, procedures, and amendments thereto.

USER agrees to obtain and submit to Parks and Recreation all necessary accompanying licenses and permits related to USER's activities at the Facility.

3. Insurance Requirements. USER shall, at its sole expense, maintain in full force and effect at all times during the term of this Agreement, commercial general liability insurance coverage with a policy limit of not less than one million dollars ($1,000,000) and with a deductible amount of not more than ten thousand dollars ($10,000), that lists the City of Melbourne, a Florida municipal corporation, as an additional insured on the policy. The limits of such insurance shall not limit the liability of the USER. USER shall submit proof of insurance to the CITY in the form of a copy of the certificate of insurance and insurance policy's declarations page accompanied by the Additional Insured policy endorsement prior to using the Facility. User may not use the Facility pursuant to this Agreement if the required insurance is not in full force and effect. All insurance coverage must be occurrence based rather than based on "claims made." USER shall cause each policy or contract for insurance to contain a provision that no act or neglect of the USER invalidates the obligation of the insurer to the USER, and an agreement by the insurer that the insurance will not be canceled or charged earlier than thirty (30) days after written notice thereof has been given to the CITY. All insurance policies shall be issued by companies of recognized responsibility licensed to do business as insurance companies in the State of Florida and rated by Best's Insurance Reports (or any successor publication of comparable standing) and carrying a rating of A VII or better or the then-equivalent of such rating.

4. Background Screening Requirements. USER shall be solely responsible for appropriate background screening of all coaches, team managers, assistants, instructors, and volunteers in its organization. USER shall ensure that all board members, youth coaches, youth assistant coaches, concession and team volunteers, volunteer sports officials, and other associated with USER's organization are background screened prior to being actively involved in USER's activities at the Facility. USER shall conduct a background screening in accordance with Section 943.0438, Florida Statutes.

USER's director or president is required to confirm in writing that USER is fully aware of this requirement, stating the background screening process USER intends to use to complete the required background screening, and that USER continually completes this process each season with new coaches and volunteers joining USER's organization. USER understands and agrees that the CITY will not undertake any of the responsibilities in this paragraph, and that USER takes the full responsibility for these duties and requirements.

5. Liability, Indemnification. In performing activities under this Agreement, USER is not performing services or providing goods to the CITY, but instead is acting independently in providing activities and services for the benefit of Melbourne-area citizens. USER's personnel, agents, and volunteers shall not act as, nor be employees or agents, of the CITY. USER shall be solely responsible for the proper safety, supervision, training, and equipping of all participants and coaches, team managers, assistants, instructors, and volunteers.

USER covenants not to sue the CITY or its employees, officers, agents, representatives, and subcontractors, all in their official and personal capacities, for any and all claims during the

term of this Agreement arising from USER making use of the Facility, for personal injury, loss of life, and damage to property sustained in or about the Facility.

USER shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold the CITY and its employees, officers, agents, representatives, and subcontractors (the "Released Parties"), harmless and free from and against any and all claims, liabilities, demands, penalties, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out, arising or resulting from USER's use of the Facility, for: personal injury, loss of life, property damage, or any violation of law, governmental regulation or order. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Florida Statutes, or otherwise provided.

USER must notify the City anytime an emergency response is required related to an accident, an incident, an injury, or any other event at any City Facility. A report of the emergency should be submitted in detail to the City's Recreation Superintendent and Recreation Manager by email with written details as soon as possible.

6. **User Contact Information.** USER and its league shall provide a full list of its board members, their telephone numbers and e-mail addresses (unless the e-mail holder objects) to the Recreation Superintendent by February 1, 2026. USER shall also provide dates for USER's scheduled league meetings to the Recreation Superintendent by February 1, 2026. As provided by Section 668.6076, Florida Statutes, under Florida law e-mail addresses are public records. If USER's representatives do not want an e-mail address released in response to a public records request, do not send electronic mail to the CITY. Instead, contact the CITY by phone or in writing.

7. **Assignment.** USER may not assign, sublet, or otherwise transfer the benefits or obligations of this Agreement without prior written consent from the Parks and Recreation Director or designee.

8. **Termination.** The CITY shall have the right to terminate this Agreement at any time, either for cause or for the City's convenience, but agrees to give USER at least thirty (30) days prior notice of its intention to terminate. USER may terminate this Agreement for its convenience, but agrees to give the CITY at least thirty (30) days prior notice of its intention to terminate.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the City now in effect or hereinafter adopted.

10. **Severability.** The parties agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unconstitutional for any reason, the remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

11. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each party has executed this Youth Sports League Field Use Agreement on the date stated above.

CITY OF MELBOURNE
a Florida municipal corporation

By:_____
Jenni Lamb
City Manager

ATTEST:

By:_____
Kevin McKeown
City Clerk

(CITY SEAL)

USER:
_____,
a _____

By: EGLL
Name: Scott Farnham
Title: EGLL President

(CORPORATE SEAL)

YOUTH SPORTS LEAGUE BALL FIELD USE AGREEMENT
FACILITY USE RULES, REGULATIONS, AND POLICIES

Costs and Fees:

1. USER agrees to pay for the following costs:
   - Light use, based on the number of hours used and the rate listed in the Parks and Recreation Fee Schedule.
   - CITY costs to mark fields for tournaments; and
   - Costs arising from USER's use of the Facility, in accordance with the current Parks and Recreation Fee Schedule.
2. Costs and fees shall be invoiced by the City are due 10 days after receiving invoice during the term of this Agreement.
3. USER shall absorb all other expenses of operation USER's league. Except as otherwise provided in this Agreement, the CITY will only provide certain maintenance and utilities.
4. If the USER causes any damage or issue that would require assistance from any CITY employee, the USER will pay the CITY the staff rate.

Facilities

5. The USER shall install any additional equipment needed to operate the facility at the USER's expense, consistent with the maintenance and improvements requirements set forth herein.
6. The USER will provide microphones, amplifiers, speakers, scoreboards, etc. that are needed to run their games, tournaments or opening ceremonies.
7. The USER is not permitted to maintain an overnight storage of funds (cash, checks, credit card receipts, etc.) in any CITY Facility.
8. BASES. Each Ball Field will be given one (1) new set of bases at the start of the year, where needed as determined by the CITY's Parks and Recreation Department. Worn out bases will be replaced by the CITY (worn out bases must be exchanged in order to receive new bases).
9. PITCHING SCREENS. The USER will remove and secure pitching screens from the fields when not in use
10. LIGHTS. Lights at the Facility shall not be turned on without the prior permission of the CITY. The following regulations apply to the use of lights at the Facility:
    - PRACTICE – During approved practices weeks all lights shall be out by 10:00 p.m. USER agrees to be conscious of saving electricity, and agrees to turn off the lights as soon as possible after practice sessions.
    - TURNING LIGHTS ON – No lights may be turned on until one half hour before sunset. Lights should be programmed for a minimum of one hour.
    - LIGHTS LEFT ON – If lights are left on and the CITY's Parks and Recreation staff member must be called out to turn lights off, or they are left on overnight, the USER will be charged and must pay for the light use.

- USER shall not authorize use of Facility lights for any games or practice that are not affiliated with USER's activities.

11. FIELDS. The following regulations apply to ball fields at the Facility:
    - MARKING FIELDS - SEASON. The CITY's Parks Division will drag or rake all fields each day, except on weekends. All marking of infield lines will be done by the USER, which will supply their own marking machine. The CITY will supply enough chalk to mark each field one time per day for each game day. USER shall not use field marking chalk on any grass areas. Parks staff will paint, at CITY expense, outfield foul lines for baseball & softball fields only as needed. USER shall chalk all clay areas on baseball & softball game fields.
    - MARKING FIELDS - TOURNAMENT. No extra work will be done unless the USER requests assistance from the CITY's Parks Division. Requests for assistance must be put in writing or email, at least seven (7) days prior to the event. USER shall pay the cost for the extra help at the current hourly rate per person per hour as described in the Parks and Recreation Fee Schedule.
12. KEYS. The Recreation Manager may authorize keys to be issued to USER for access to the Facility. If USER loses a key, the USER shall be responsible for all costs associated with the replacement of the key(s) and lock(s) as necessary, as well as all repairs and or replacement of equipment and materials due to the loss of the key(s).
13. SIGNS AND BANNERS. USER must have approval from the Recreation Manager prior to selling or erecting advertising or sponsor signage, including billboards and banners, at any time in a Facility. Approved USER signs and banners should be placed in a manner where the intended audience are those individuals at the Facility, rather than the right-of-way.
14. WEATHER.
    - USER's representatives shall provide either a portable lightning detector or have a proper weather watch application on a USER board member's mobile device at each Complex utilized. USER shall have a process in place in case of severe weather.
    - In anticipation of inclement weather with high winds, USER shall remove and secure outdoor items, such as signs, banners, wind screens, and other similar items. Prior warning of inclement weather may come from either CITY staff or a weather service, such as the National Weather Service.

User/League Conduct

15. USER's athletic contest and leagues must adopt an "all play rule", whereby every participant has the opportunity to compete in each contest or league game.
16. Membership to USER's organization must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

Scheduling

17. The CITY designates the CITY's Recreation Superintendent in charge of Athletics, as the manager on the CITY's part to coordinate with the USER regarding scheduling USER's use of the Facility.
18. The USER shall furnish to the CITY a schedule of use of the Field. USER's schedule shall be coordinated and integrated with the CITY's programs and all other individuals making use of the Field on a first come first served basis, and that said Field schedule shall become a part of this Agreement.
19. The CITY will schedule the time available to the USER on a first come first served basis when considered against Ball Field users other than the CITY other than established scheduled times.
20. CITY activities at the Facility shall take priority over USER's special events, such as tournaments. The CITY will coordinate the CITY's activities with USER, and provide USER, within a reasonable time, a coordinated schedule, and any changes or amendments to said schedule as may be required from time to time. The CITY will attempt to provide reasonable notice of scheduling conflicts, and to coordinate with USER to avoid scheduling conflicts, if possible.
21. The CITY reserves the right to allow other individuals to make use of the Field for available practice and playing time which shall not be in conflict with any previously established schedule.
22. The CITY maintains the right to cancel any game, if it is not in the best interest of the CITY, if weather makes the Field unplayable, or any other unforeseen act. If the City cancels a game, absolutely no activities on the Field will be permitted.
23. LEAGUE GAMES. All schedules must be turned into the Recreation Superintendent at least fourteen (14) days before the start of the season. Makeup or rainout schedules must be given to the Recreation Superintendent in writing.
24. Fields will not be ready for practice until February 1, 2026. There will be no regular season games until notified by Eau Gallie Little League.
25. If games are scheduled on weekends, it will be the responsibility of the USER to prepare their own Fields consistent with the rules and regulations herein.
26. USER agrees to send an email notification message at least once a month to all registered emails in the league, and will send a copy of the email to the Recreation Manager.

Concessions, Food, Alcohol

27. When USER is actively using the Field, USER shall have the right to use the concession building adjacent to the Field in connection with the operation of a youth sports league. All concession stand materials and improvements or fixtures are the sole responsibility of the USER. All materials must be removed from the concession stands no later than ten (10) days after the season ends. Air conditioning units, icemakers, and other fixtures must be turned off at the end of the season.
28. Concession vending machines, unauthorized concession vendors, and food trucks are not permitted on City property without written approval from the Parks and Recreation Director

or designee. All requests must be in writing with detailed information, and all vendors must be registered with the City of Melbourne with valid licenses, health permits, and insurance.

29. Any request for tournaments, special events, or fundraisers involving alcohol consumption and sales, and/or "Games of chance" at City operated facilities must be submitted in writing with all promotional materials and details to the Parks and Recreation Director for approval a minimum of 30 days prior to the proposed scheduled event. Additional alcohol liability coverage may be required for events with alcohol sales.

Maintenance and Improvements

City Maintenance

30. The CITY reserves the right to from time to time close the Field to all practices and games for maintenance. Any and all athletic fields may be closed at any time that maintenance is required. This down time is necessary to help provide the best turf conditions and to manage any safety concerns at the facility. Please note: The over seeding of fields will be done at various times and will be closed until the seed has taken root and firm for activity (some fields may need more time). Schedule of field closings will be coordinated with Recreation Superintendent.

User Maintenance

31. The USER shall keep all storage areas clean and in safe condition.

32. At the end of each use, the USER shall leave the Field and surrounding vicinity in a good condition as it was received, reasonable wear and tear excepted.

33. The USER shall perform routine maintenance of said premises and keep every part thereof in a clean, safe, secure and wholesome condition.

34. The USER may do minimal general preparation work on any Field. CLAY, DIRT AND/OR SOD MAY NOT BE REMOVED FROM ANY FIELD, NOR MAY ANY TYPE MATERIAL BE ADDED TO ANY BALL FIELD WITHOUT WRITTEN CONSENT FROM THE RECREATION SUPERINTENDENT. All work, other than general preparation, must be requested by the USER in writing and then answered in writing by the Recreation Superintendent.

35. USER shall monitor all activities to prevent turf and fence damage (i.e. holes being dug by players and soft-toss). The organization must report any vandalism, property damages, potential maintenance issues, safety concerns, or any repairs deemed necessary immediately to the Recreation Manager or designee directly by email or phone call.

Improvements on City Property

36. USER shall not make physical alterations to any City building, structure, amenities, or landscaping without prior written approval from Parks and Recreation Director or designee. No City equipment is to be removed from the Facility.

37. Any improvements or repairs to the Facility by the USER must be requested in writing to the CITY, and the improvements must be mutually agreed to by the CITY and the USER, with written permission granted by the Parks and Recreation Director or designee, prior to any work commencing. The plans, specifications and location for all improvements, structures, landscaping, and facilities made by the USER and at the sole expense of the USER to the Facility shall be submitted in writing to and approved by the Parks and Recreation Director or

designee prior to the construction or installation of such improvement, structure landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the CITY if the USER does not renew its annual contract.

38. All buildings at the Facility belong to the CITY. Any new buildings that the USER receives permission from the CITY to build, must meet all CITY Building Codes and must be permitted through the City Building Department. All new buildings installed on CITY property will become the property of the CITY if the USER does not renew its annual contract.

Recordkeeping

39. USER shall keep books, records, and accounts of all activities related to this Agreement, in compliance with general accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the agency for a period of three (3) years after the termination of this agreement. All records or documents created by Organization or provided to the Organization by the City in connection with the activities or services provided by the City under the terms of this Agreement, are public records and the Organization agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

CITY OF MELBOURNE
YOUTH SPORTS LEAGUE FIELD USE AGREEMENT

THIS YOUTH SPORTS LEAGUE BALL FIELD USE AGREEMENT (the "Agreement") is made this 1st day of February, 2026, by and between the CITY OF MELBOURNE, a Florida municipal corporation (the "CITY"), whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and Brevard Soccer Alliance, Inc., a Florida Not-for-Profit Corporation (the "USER"), whose address is 3410 Flanagan Avenue, West Melbourne, FL 32904.

RECITALS

WHEREAS, the USER desires to use certain CITY park facilities for its youth athletic league activities; and

WHEREAS, the CITY finds that USER's use of the park facilities will not interfere with the CITY's programs, and is in the best interest of the community; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein between the parties, the CITY and USER agree to the following terms and conditions:

1. Term. This Agreement shall commence on February 1, 2026 and terminate on January 31, 2027 unless otherwise terminated pursuant to this Agreement.

2. Use of Facility. Through this Ball Field Use Agreement, and subject to the terms and conditions of this Agreement, the CITY provides the USER a conditional license to use the following City park facilities: Southwest Parks Soccer fields #1, #2, #3

(collectively, the "Ball Field"). For the purposes of this Agreement, Complex means the City park within which the Ball Field is located, and Facility shall mean, collectively, the Ball Field and related Complex.

USER agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. USER agrees not to use the Facility for any unlawful purpose. USER agrees that its use of the Facility will comply with all applicable federal, state, and local laws, regulations, and requirements of the City of Melbourne Parks and Recreation Department. USER agrees to comply with the attached Facility Rules, Regulations and Policies, as applicable. USER agrees to obtain and submit to the Parks and Recreation Department all necessary accompanying licenses and permits related to USER's activities and events.

In addition to the attached Facility Rules, Regulations, and Policies, the following site specific rules and regulations apply to USER's use of the Facility:

At Southwest Park, move soccer goals daily to divert wear spots, move goals off the field for the mowers, make sure restrooms and gates are locked at the end of every day. Our Parks Department will be closing the fields for 4 weeks in Summer and Winter for Field Maintenance, specific dates will be communicated through email.

The CITY or its agents may at any time enter in and on the Facility for the purpose of inspection of the same and performing such other duties as are required by the terms of this Agreement and the rules, regulation, ordinances and laws of any government body.

The CITY reserves the right to disapprove any and all activities held at the Facility, which may be in conflict with the Department's and/or the City's Policies and Administrative Orders. The

CITY agrees to furnish the USER with a copy of such rules, regulations, policies, procedures, and amendments thereto.

USER agrees to obtain and submit to Parks and Recreation all necessary accompanying licenses and permits related to USER's activities at the Facility.

3. Insurance Requirements. USER shall, at its sole expense, maintain in full force and effect at all times during the term of this Agreement, commercial general liability insurance coverage with a policy limit of not less than one million dollars ($1,000,000) and with a deductible amount of not more than ten thousand dollars ($10,000), that lists the City of Melbourne, a Florida municipal corporation, as an additional insured on the policy. The limits of such insurance shall not limit the liability of the USER. USER shall submit proof of insurance to the CITY in the form of a copy of the certificate of insurance and insurance policy's declarations page accompanied by the Additional Insured policy endorsement prior to using the Facility. User may not use the Facility pursuant to this Agreement if the required insurance is not in full force and effect. All insurance coverage must be occurrence based rather than based on "claims made." USER shall cause each policy or contract for insurance to contain a provision that no act or neglect of the USER invalidates the obligation of the insurer to the USER, and an agreement by the insurer that the insurance will not be canceled or changed earlier than thirty (30) days after written notice thereof has been given to the CITY. All insurance policies shall be issued by companies of recognized responsibility licensed to do business as insurance companies in the State of Florida and rated by Best's Insurance Reports (or any successor publication of comparable standing) and carrying a rating of A VII or better or the then-equivalent of such rating.

4. Background Screening Requirements. USER shall be solely responsible for appropriate background screening of all coaches, team managers, assistants, instructors, and volunteers in its organization. USER shall ensure that all board members, youth coaches, youth assistant coaches, concession and team volunteers, volunteer sports officials, and other associated with USER's organization are background screened prior to being actively involved in USER's activities at the Facility. USER shall conduct a background screening in accordance with Section 943.0438, Florida Statutes.

USER's director or president is required to confirm in writing that USER is fully aware of this requirement, stating the background screening process USER intends to use to complete the required background screening, and that USER continually completes this process each season with new coaches and volunteers joining USER's organization. USER understands and agrees that the CITY will not undertake any of the responsibilities in this paragraph, and that USER takes the full responsibility for these duties and requirements.

5. Liability, Indemnification. In performing activities under this Agreement, USER is not performing services or providing goods to the CITY, but instead is acting independently in providing activities and services for the benefit of Melbourne-area citizens. USER's personnel, agents, and volunteers shall not act as, nor be employees or agents, of the CITY. USER shall be solely responsible for the proper safety, supervision, training, and equipping of all participants and coaches, team managers, assistants, instructors, and volunteers.

USER covenants not to sue the CITY or its employees, officers, agents, representatives, and subcontractors, all in their official and personal capacities, for any and all claims during the term of this Agreement arising from USER making use of the Facility, for personal injury, loss of life, and damage to property sustained in or about the Facility.

USER shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold the CITY and its employees, officers, agents, representatives, and subcontractors (the "Released Parties"), harmless and free from and against any and all claims, liabilities, demands, penalties, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out, arising or resulting from USER's use of the Facility, for: personal injury, loss of life, property damage, or any violation of law, governmental regulation or order. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Florida Statutes, or otherwise provided.

USER must notify the City anytime an emergency response is required related to an accident, an incident, an injury, or any other event at any City Facility. A report of the emergency should be submitted in detail to the City's Recreation Superintendent and Recreation Manager by email with written details as soon as possible.

6. **User Contact Information.** USER and its league shall provide a full list of its board members, their telephone numbers and e-mail addresses (unless the e-mail holder objects) to the Recreation Superintendent and Recreation Manager by February 1, 2026. USER shall also provide dates for USER's scheduled league meetings to the Recreation Superintendent by February 1, 2026. As provided by Section 668.6076, Florida Statutes, under Florida law e-mail addresses are public records. If USER's representatives do not want an e-mail address released in response to a public records request, do not send electronic mail to the CITY. Instead, contact the CITY by phone or in writing.
7. **Assignment.** USER may not assign, sublet, or otherwise transfer the benefits or obligations of this Agreement without prior written consent from the Parks and Recreation Director or designee.
8. **Termination.** The CITY shall have the right to terminate this Agreement at any time, either for cause or for the City's convenience, but agrees to give USER at least thirty (30) days prior notice of its intention to terminate. USER may terminate this Agreement for its convenience, but agrees to give the CITY at least thirty (30) days prior notice of its intention to terminate.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the City now in effect or hereinafter adopted.
10. **Severability.** The parties agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unconstitutional for any reason, the remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.
11. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each party has executed this Youth Sports League Ball Field Use Agreement on the date stated above.

CITY OF MELBOURNE
a Florida municipal corporation

By:_____
Jenni Lamb
City Manager

ATTEST:

By:_____
Kevin McKeown
City Clerk

(CITY SEAL)

~~USER:~~ Rufus Williams,
a _____

By: Greater Melbourne PAL
Name: Rufus Williams
Title: President

(CORPORATE SEAL)

YOUTH SPORTS LEAGUE BALL FIELD USE AGREEMENT
FACILITY USE RULES, REGULATIONS, AND POLICIES

Costs and Fees:

1. USER agrees to pay for the following costs:
   - Light use, based on the number of hours used and the rate listed in the Parks and Recreation Fee Schedule.
   - Costs arising from USER's use of the Facility, in accordance with the current Parks and Recreation Fee Schedule.
2. Costs and fees shall be invoiced by the City and payment must be made within 10 days of receiving invoice during the term of this Agreement.
3. USER shall absorb all other expenses of operation USER's league. Except as otherwise provided in this Agreement, the CITY will only provide certain maintenance and utilities.
4. If the USER causes any damage or issue that would require assistance from any CITY employee, the USER will pay the CITY the staff rate or any charge to replace or repair the damage.

Facilities

5. The USER shall install any additional equipment needed to operate the facility at the USER's expense, consistent with the maintenance and improvements requirements set forth herein.
6. The USER will provide microphones, amplifiers, speakers, scoreboards, etc. that are needed to run their games, tournaments or opening ceremonies.
7. The USER is not permitted to maintain an overnight storage of funds (cash, checks, credit card receipts, etc.) in any CITY Facility.
8. LIGHTS. Lights at the Facility shall not be turned on without the prior permission of the CITY. The following regulations apply to the use of lights at the Facility:
   - PRACTICE – During approved practices weeks all lights shall be out by 10:00 p.m. USER agrees to be conscious of saving electricity, and agrees to turn off the lights as soon as possible after practice sessions.
   - TURNING LIGHTS ON – No lights may be turned on until one half hour before sunset.
   - LIGHTS LEFT ON – If lights are left on and the CITY's Parks and Recreation staff member must be called out to turn lights off, or they are left on overnight, the USER will be charged and must pay for the light use.
   - USER shall not authorize use of Facility lights for any games or practice that are not affiliated with USER's activities.
9. FIELDS. The following regulations apply to ball fields at the Facility:
   - SOCCER FIELDS. For ball fields being used for Soccer, the goals must be rotated and firmly secured on a consistent basis as not to create wear spots on the field. All soccer goals shall be properly secured to the ground to avoid tipping or moving.

10. KEYS. The Recreation Manager may authorize keys to be issued to USER for access to the Facility. If USER loses a key, the USER shall be responsible for all costs associated with the replacement of the key(s) and lock(s) as necessary, as well as all repairs and or replacement of equipment and materials due to the loss of the key(s).
11. SIGNS AND BANNERS. USER must have approval from the Recreation Manager prior to selling or erecting advertising or sponsor signage, including billboards and banners, at any time in a Facility. Approved USER signs and banners should be placed in a manner where the intended audience are those individuals at the Facility, rather than the right-of-way.
12. WEATHER.
    - USER's representatives shall provide either a portable lightning detector or have a proper weather watch application on a USER board member's mobile device at each Complex utilized. USER shall have a process in place in case of severe weather.
    - In anticipation of inclement weather with high winds, USER shall remove and secure outdoor items, such as signs, banners, wind screens, and other similar items. Prior warning of inclement weather may come from either CITY staff or a weather service, such as the National Weather Service.

User/League Conduct

13. USER's athletic contest and leagues must adopt an "all play rule", whereby every participant has the opportunity to compete in each contest or league game.
14. Membership to USER's organization must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

Scheduling

15. The CITY designates the CITY's Recreation Superintendent in charge of Athletics, as the manager on the CITY's part to coordinate with the USER regarding scheduling USER's use of the Facility.
16. The USER shall furnish to the CITY a schedule of use of the Field at least 14 days before the start of the season. USER's schedule shall be coordinated and integrated with the CITY's programs and all other individuals making use of the Field on a first come first served basis, and that said Field schedule shall become a part of this Agreement.
17. The CITY will schedule the time available to the USER on a first come first served basis when considered against Field users other than the CITY other than established scheduled times.
18. CITY activities at the Facility shall take priority over USER's special events, such as tournaments. The CITY will coordinate the CITY's activities with USER, and provide USER, within a reasonable time, a coordinated schedule, and any changes or amendments to said schedule as may be required from time to time. The CITY will attempt to provide reasonable notice of scheduling conflicts, and to coordinate with USER to avoid scheduling conflicts, if possible.

19. The CITY reserves the right to allow other individuals to make use of the Field for available practice and playing time which shall not be in conflict with any previously established schedule.

20. The CITY maintains the right to cancel any game, if it is not in the best interest of the CITY, if weather makes the Field unplayable, or any other unforeseen act. If the City cancels a game, absolutely no activities on the Field will be permitted.

21. LEAGUE GAMES. All schedules must be turned into the Recreation Superintendent at least fourteen (14) days before the start of the season. Makeup or rainout schedules must be given to the Recreation Superintendent in writing.

22. USER agrees to send an email notification message at least once a month to all registered emails in the league, and will send a copy of the email to the Recreation Manager.

Concessions, Food, Alcohol

23. Concession vending machines, unauthorized concession vendors, and food trucks are not permitted on City property without written approval from the Parks and Recreation Director or designee. All requests must be in writing with detailed information, and all vendors must be registered with the City of Melbourne with valid licenses, health permits, and insurance.

24. Any request for tournaments, special events, or fundraisers involving alcohol consumption and sales, and/or "Games of chance" at City operated facilities must be submitted in writing with all promotional materials and details to the Parks and Recreation Director for approval a minimum of 30 days prior to the proposed scheduled event. Additional alcohol liability coverage may be required for events with alcohol sales.

Maintenance and Improvements

City Maintenance

25. The CITY reserves the right to from time to time close the Field to all practices and games for maintenance. Any and all athletic fields may be closed at any time that maintenance is required. This down time is necessary to help provide the best turf conditions and to manage any safety concerns at the facility. Please note: The over seeding of fields will require closing the fields until the seed has taken root and firm for activity (some fields may need more time). Schedule of field closings will be coordinated with Recreation Superintendent.

User Maintenance

26. The USER shall keep all storage areas clean and in safe condition.

27. At the end of each use, the USER shall leave the Field and surrounding vicinity in a good condition as it was received, reasonable wear and tear excepted.

28. The USER shall perform routine maintenance of said premises and keep every part thereof in a clean, safe, secure and wholesome condition.

29. The USER may do minimal general preparation work on any Ball Field. CLAY, DIRT AND/OR SOD MAY NOT BE REMOVED FROM ANY BALL FIELD, NOR MAY ANY TYPE MATERIAL BE ADDED TO ANY BALL FIELD WITHOUT WRITTEN CONSENT FROM THE RECREATION SUPERINTENDENT. All work, other than general preparation,

must be requested by the USER in writing and then answered in writing by the Recreation Superintendent.

30. USER shall monitor all activities to prevent turf and fence damage (i.e. holes being dug by players and soft-toss). The organization must report any vandalism, property damages, potential maintenance issues, safety concerns, or any repairs deemed necessary immediately to the Recreation Manager or Recreation Superintendent or designee directly by email or phone call.

Improvements on City Property

31. USER shall not make physical alterations to any City building, structure, amenities, or landscaping without prior written approval from Parks and Recreation Director or designee. No City equipment is to be removed from the Facility.

32. Any improvements or repairs to the Facility by the USER must be requested in writing to the CITY, and the improvements must be mutually agreed to by the CITY and the USER, with written permission granted by the Parks and Recreation Director or designee, prior to any work commencing. The plans, specifications and location for all improvements, structures, landscaping, and facilities made by the USER and at the sole expense of the USER to the Facility shall be submitted in writing to and approved by the Parks and Recreation Director or designee prior to the construction or installation of such improvement, structure landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the CITY if the USER does not renew its annual contract.

33. All buildings at the Facility belong to the CITY. Any new buildings that the USER receives permission from the CITY to build, must meet all CITY Building Codes and must be permitted through the City Building Department. All new buildings installed on CITY property will become the property of the CITY if the USER does not renew its annual contract.

Recordkeeping

34. USER shall keep books, records, and accounts of all activities related to this Agreement, in compliance with general accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the agency for a period of three (3) years after the termination of this agreement. All records or documents created by Organization or provided to the Organization by the City in connection with the activities or services provided by the City under the terms of this Agreement, are public records and the Organization agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

CITY OF MELBOURNE
YOUTH SPORTS LEAGUE BALL FIELD USE AGREEMENT

THIS YOUTH SPORTS LEAGUE BALL FIELD USE AGREEMENT (the "Agreement") is made this 1st day of February, 2026, by and between the CITY OF MELBOURNE, a Florida municipal corporation (the "CITY"), whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901; and Lipscomb Street Regional Park Association of Melbourne, Florida, Inc., a Florida Not-for-Profit Corporation (the "USER"), whose address is 3316 Monroe St., Melbourne, FL 32901.

RECITALS

WHEREAS, the USER desires to use certain CITY park facilities for its youth athletic league activities; and

WHEREAS, the CITY finds that USER's use of the park facilities will not interfere with the CITY's programs, and is in the best interest of the community; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein between the parties, the CITY and USER agree to the following terms and conditions:

1. Term. This Agreement shall commence on February 1, 2026 and terminate on January 31, 2027 unless otherwise terminated pursuant to this Agreement.

2. Use of Facility. Through this Ball Field Use Agreement, and subject to the terms and conditions of this Agreement, the CITY provides the USER a conditional license to use the following City park facilities:

Eddie Lee Taylor, Sr. Community Complex Ballfields – Football, Baseball, and Softball fields,

(collectively, the "Ball Field"). For the purposes of this Agreement, Complex means the City park within which the Ball Field is located, and Facility shall mean, collectively, the Ball Field and related Complex.

USER agrees to use the Facility only for the purposes and permitted uses stated in this Agreement. USER agrees not to use the Facility for any unlawful purpose. USER agrees that its use of the Facility will comply with all applicable federal, state, and local laws, regulations, and requirements of the City of Melbourne Parks and Recreation Department. USER agrees to comply with the attached Facility Rules, Regulations and Policies, as applicable. USER agrees to obtain and submit to the Parks and Recreation Department all necessary accompanying licenses and permits related to USER's activities and events.

In addition to the attached Facility Rules, Regulations, and Policies, the following site specific rules and regulations apply to USER's use of the Facility:

Make sure restrooms, concession, and gates are locked and put all trash in dumpsters at the end of every day. Vehicles are only allowed into the park to unload supplies, they must move immediately and park in the designated parking lot.

The CITY or its agents may at any time enter in and on the Facility for the purpose of inspection of the same and performing such other duties as are required by the terms of this Agreement and the rules, regulation, ordinances and laws of any government body.

The CITY reserves the right to disapprove any and all activities held at the Facility, which may be in conflict with the Department's and/or the City's Policies and Administrative Orders. The CITY agrees to furnish the USER with a copy of such rules, regulations, policies, procedures, and amendments thereto.

USER agrees to obtain and submit to Parks and Recreation all necessary accompanying licenses and permits related to USER's activities at the Facility.

3. Insurance Requirements. USER shall, at its sole expense, maintain in full force and effect at all times during the term of this Agreement, commercial general liability insurance coverage with a policy limit of not less than one million dollars ($1,000,000) and with a deductible amount of not more than ten thousand dollars ($10,000), that lists the City of Melbourne, a Florida municipal corporation, as an additional insured on the policy. The limits of such insurance shall not limit the liability of the USER. USER shall submit proof of insurance to the CITY in the form of a copy of the certificate of insurance and insurance policy's declarations page accompanied by the Additional Insured policy endorsement prior to using the Facility. User may not use the Facility pursuant to this Agreement if the required insurance is not in full force and effect. All insurance coverage must be occurrence based rather than based on "claims made." USER shall cause each policy or contract for insurance to contain a provision that no act or neglect of the USER invalidates the obligation of the insurer to the USER, and an agreement by the insurer that the insurance will not be canceled or charged earlier than thirty (30) days after written notice thereof has been given to the CITY. All insurance policies shall be issued by companies of recognized responsibility licensed to do business as insurance companies in the State of Florida and rated by Best's Insurance Reports (or any successor publication of comparable standing) and carrying a rating of A VII or better or the then-equivalent of such rating.

4. Background Screening Requirements. USER shall be solely responsible for appropriate background screening of all coaches, team managers, assistants, instructors, and volunteers in its organization. USER shall ensure that all board members, youth coaches, youth assistant coaches, concession and team volunteers, volunteer sports officials, and other associated with USER's organization are background screened prior to being actively involved in USER's activities at the Facility. USER shall conduct a background screening in accordance with Florida Statutes.
USER's director or president is required to confirm in writing that USER is fully aware of this requirement, stating the background screening process USER intends to use to complete the required background screening, and that USER continually completes this process each season with new coaches and volunteers joining USER's organization. USER understands and agrees that the CITY will not undertake any of the responsibilities in this paragraph, and that USER takes the full responsibility for these duties and requirements.

5. Liability, Indemnification. In performing activities under this Agreement, USER is not performing services or providing goods to the CITY, but instead is acting independently in providing activities and services for the benefit of Melbourne-area citizens. USER's personnel, agents, and volunteers shall not act as, nor be employees or agents, of the CITY. USER shall be solely responsible for the proper safety, supervision, training, and equipping of all participants and coaches, team managers, assistants, instructors, and volunteers.

USER covenants not to sue the CITY or its employees, officers, agents, representatives, and subcontractors, all in their official and personal capacities, for any and all claims during the term of this Agreement arising from USER making use of the Facility, for personal injury, loss of life, and damage to property sustained in or about the Facility.

USER shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold the CITY and its employees, officers, agents, representatives, and subcontractors (the "Released Parties"), harmless and free from and against any and all claims, liabilities, demands, penalties, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out, arising or resulting from USER's use of the Facility, for: personal injury, loss of life, property damage, or any violation of law, governmental regulation or order. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Florida Statutes, or otherwise provided.

USER must notify the City anytime an emergency response is required related to an accident, an incident, an injury, or any other event at any City Facility. A report of the emergency should be submitted in detail to the City's Recreation Supervisor by email with written details as soon as possible.

6. **User Contact Information.** USER and its league shall provide a full list of its board members, their telephone numbers and e-mail addresses (unless the e-mail holder objects) to the Recreation Supervisor by February 1, 2026. USER shall also provide dates for USER's scheduled league meetings to the Recreation Supervisor by February 1, 2026. As provided by Section 668.6076, Florida Statutes, under Florida law e-mail addresses are public records. If USER's representatives do not want an e-mail address released in response to a public records request, do not send electronic mail to the CITY. Instead, contact the CITY by phone or in writing.
7. **Assignment.** USER may not assign, sublet, or otherwise transfer the benefits or obligations of this Agreement without prior written consent from the Parks and Recreation Director or designee.
8. **Termination.** The CITY shall have the right to terminate this Agreement at any time, either for cause or for the City's convenience, but agrees to give USER at least thirty (30) days prior notice of its intention to terminate. USER may terminate this Agreement for its convenience, but agrees to give the CITY at least thirty (30) days prior notice of its intention to terminate.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the City now in effect or hereinafter adopted.
10. **Severability.** The parties agree that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unconstitutional for any reason, the remainder of this Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.
11. **Entire Agreement; Amendments.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each party has executed this Youth Sports League Ball Field Use Agreement on the date stated above.

CITY OF MELBOURNE
a Florida municipal corporation

By:_____
Jenni Lamb
City Manager

ATTEST:

By:_____
Kevin McKeown
City Clerk

(CITY SEAL)

USER: Alvin Payne,
a _____

By: Lipscomb St. Regional Park Assoc. of Melbourne FL Inc.
Name: Alvin Payne
Title: President

(CORPORATE SEAL)

YOUTH SPORTS LEAGUE BALL FIELD USE AGREEMENT
FACILITY USE RULES, REGULATIONS, AND POLICIES

Costs and Fees:

1. USER agrees to pay for the following costs:
   - Light use, based on the number of hours used and the rate listed in the Parks and Recreation Fee Schedule.
   - CITY costs to mark fields for tournaments; and
   - Costs arising from USER's use of the Facility, in accordance with the current Parks and Recreation Fee Schedule.
2. Costs and fees shall be invoiced by the City and are due 10 days after receipt of invoice during the term of this Agreement.
3. USER shall absorb all other expenses of operation USER's league. Except as otherwise provided in this Agreement, the CITY will only provide certain maintenance and utilities.
4. If the USER causes any damage or issue that would require assistance from any CITY employee on overtime, the USER will pay the CITY the staff rate or any charge to replace or repair the damage.

Facilities

5. The USER shall install any additional equipment needed to operate the facility at the USER's expense, consistent with the maintenance and improvements requirements set forth herein.
6. The USER will provide microphones, amplifiers, speakers, scoreboards, etc. that are needed to run their games, tournaments or opening ceremonies.
7. The USER is not permitted to maintain an overnight storage of funds (cash, checks, credit card receipts, etc.) in any CITY Facility.
8. BASES. Each Ball Field will be given one (1) new set of bases at the start of the year, where needed as determined by the CITY's Parks and Recreation Department. The USER will replace lost or stolen bases. Worn out bases will be replaced by the CITY (worn out bases must be exchanged in order to receive new bases).
9. LIGHTS. Lights at the Facility shall not be turned on without the prior permission of the CITY. The following regulations apply to the use of lights at the Facility:
   - PRACTICE – During approved practices weeks all lights shall be out by 10:00 p.m. USER agrees to be conscious of saving electricity, and agrees to turn off the lights as soon as possible after practice sessions.
   - TURNING LIGHTS ON – No lights may be turned on until one half hour before sunset. The lights must be set for a minimum of 1 hour.
   - LIGHTS LEFT ON – If lights are left on and the CITY's Parks and Recreation staff member must be called out to turn lights off, or they are left on overnight, the USER will be charged and must pay for the light use.
   - USER shall not authorize use of Facility lights for any games or practice that are not affiliated with USER's activities.

10. FIELDS. The following regulations apply to ball fields at the Facility:

- MARKING FIELDS - SEASON. The CITY's Parks Division will drag or rake all fields each day, except on weekends. All marking of infield lines will be done by the USER, which will supply their own marking machine. The CITY will supply enough chalk to mark each field one time per day for each game day. USER shall not use field marking chalk on any grass areas. Parks staff will paint, at CITY expense, outfield foul lines for baseball & softball fields only. USER shall chalk all clay areas on baseball & softball game fields.
- MARKING FIELDS - TOURNAMENT. No extra work will be done unless the USER requests assistance from the CITY's Parks Division. Requests for assistance must be put in writing or email, at least seven (7) days prior to the event. USER shall pay the cost for the extra help at the current hourly rate per person per hour as described in the Parks and Recreation Fee Schedule.
- FOOTBALL FIELDS. For ball fields being used for Football, Parks Department will line the fields for each home game.

11. KEYS. The Recreation Manager may authorize keys to be issued to USER for access to the Facility. If USER loses a key, the USER shall be responsible for all costs associated with the replacement of the key(s) and lock(s) as necessary, as well as all repairs and or replacement of equipment and materials due to the loss of the key(s).
12. SIGNS AND BANNERS. USER must have approval from the Recreation Manager prior to selling or erecting advertising or sponsor signage, including billboards and banners, at any time in a Facility. Approved USER signs and banners should be placed in a manner where the intended audience are those individuals at the Facility, rather than the right-of-way.
13. WEATHER.

- USER's representatives shall provide either a portable lightning detector or have a proper weather watch application on a USER board member's mobile device at each Complex utilized. USER shall have a process in place in case of severe weather.
- In anticipation of inclement weather with high winds, USER shall remove and secure outdoor items, such as signs, banners, wind screens, and other similar items. Prior warning of inclement weather may come from either CITY staff or a weather service, such as the National Weather Service.

14. RECYCLING. The City of Melbourne Parks and Recreation Department does not offer recycling services. If USER wishes to recycle, USER must notify the Parks and Recreation Department and set up an account with Waste Management or another vendor for those services with the collection and disposal completed in a timely manner.

User/League Conduct

15. USER's athletic contest and leagues must adopt an "all play rule", whereby every participant has the opportunity to compete in each contest or league game.
16. Membership to USER's organization must be open to the public without regard to race, color, religious creed, national origin, ancestry, age, gender, marital status, or disability.

Scheduling

17. FOOTBALL:
    - As agreed by Lipscomb Street Park Association and PAL, scheduling home games at the football field will be coordinated with the PAL football league. PAL will practice at Carver Park and Lipscomb Street Park Association will practice at Eddie Lee Taylor, Sr. Community Complex.
18. BASEBALL:
    - The CITY designates the CITY's Recreation Supervisor in charge of Athletics, as the manager on the CITY's part to coordinate with the USER regarding scheduling USER's use of the Facility.
    - The USER shall furnish to the CITY a schedule of use of the Ball Field. USER's schedule shall be coordinated and integrated with the CITY's programs and all other individuals making use of the Ball Field on a first come first served basis, and that said Ball Field schedule shall become a part of this Agreement.
    - The CITY will schedule the time available to the USER on a first come first served basis when considered against Ball Field users other than the CITY other than established scheduled times.
    - If games are scheduled on weekends, it will be the responsibility of the USER to prepare their own Ball Fields consistent with the rules and regulations herein.
19. ALL FIELDS:
    - CITY activities at the Facility shall take priority over USER's special events, such as tournaments. The CITY will coordinate the CITY's activities with USER, and provide USER, within a reasonable time, a coordinated schedule, and any changes or amendments to said schedule as may be required from time to time. The CITY will attempt to provide reasonable notice of scheduling conflicts, and to coordinate with USER to avoid scheduling conflicts, if possible.
    - The CITY reserves the right to allow other individuals to make use of the Ball Field for available practice and playing time which shall not be in conflict with any previously established schedule.
    - The CITY maintains the right to cancel any game, if it is not in the best interest of the CITY, if weather makes the Ball Field unplayable, or any other unforeseen act. If the City cancels a game, absolutely no activities on the Ball Field will be permitted.
    - All schedules must be turned into the Recreation Supervisor at least fourteen (14) days before the start of the season. Makeup or rainout schedules must be given to the Recreation Supervisor in writing.
    - Ball Fields will not be ready for practice until February 1, 2024.
20. USER agrees to send an email notification message at least once a month to all registered emails in the league and will send a copy of the email to the Recreation Manager.

Concessions, Food, Alcohol

21. At Eddie Lee Taylor, Sr. Community Complex: Lipscomb Street Park Association and PAL agree to joint use of the Concession Stand and will each have the right to use the Concession stand on their respective game days. Coordination of use/storage/equipment will be between these parties.

22. At all other fields: When USER is actively using the Ball Field, USER shall have the right to use the concession building adjacent to the Ball Field for the operation of a youth sports league. All concession stand materials and improvements or fixtures are the sole responsibility of the USER. All materials must be removed from the concession stands no later than ten (10) days after the season ends. Air conditioning units, icemakers, and other fixtures must be turned off at the end of the season.
23. Concession vending machines, unauthorized concession vendors, and food trucks are not permitted on City property without written approval from the Parks and Recreation Director or designee. All requests must be in writing with detailed information, and all vendors must be registered with the City of Melbourne with valid licenses, health permits, and insurance.
24. Any request for tournaments, special events, or fundraisers involving alcohol consumption and sales, and/or "Games of chance" at City operated facilities must be submitted in writing with all promotional materials and details to the Parks and Recreation Director for approval a minimum of 30 days prior to the proposed scheduled event. Additional alcohol liability coverage may be required for events with alcohol sales.

Maintenance and Improvements

City Maintenance

25. The CITY reserves the right to from time to time close the Ball Field to all practices and games for maintenance. Any and all athletic fields may be closed at any time that maintenance is required. This down time is necessary to help provide the best turf conditions and to manage any safety concerns at the facility. Please note: The over seeding of fields starts approximately at the end of November and the fields might be closed from Thanksgiving to the first week of January until the seed has taken root and firm for activity (some fields may need more time). Schedule of field closings will be coordinated with Recreation Supervisor.

User Maintenance

26. The USER shall keep all storage areas clean and in safe condition.
27. At the end of each use, the USER shall leave the Ball Field and surrounding vicinity in a good condition as it was received, reasonable wear and tear excepted.
28. The USER shall perform routine maintenance of said premises and keep every part thereof in a clean, safe, secure and wholesome condition.
29. The USER may do minimal general preparation work on any Ball Field. CLAY, DIRT AND/OR SOD MAY NOT BE REMOVED FROM ANY BALL FIELD, NOR MAY ANY TYPE MATERIAL BE ADDED TO ANY BALL FIELD WITHOUT WRITTEN CONSENT FROM THE RECREATION SUPERVISOR. All work, other than general preparation, must be requested by the USER in writing and then answered in writing by the Recreation Supervisor.
30. USER shall monitor all activities to prevent turf and fence damage (i.e. holes being dug by players and soft-toss). The organization must report any vandalism, property damages, potential maintenance issues, safety concerns, or any repairs deemed necessary immediately to the Recreation Manager or designee directly by email or phone call.

Improvements on City Property

31. USER shall not make physical alterations to any City building, structure, amenities, or landscaping without prior written approval from Parks and Recreation Director or designee. No City equipment is to be removed from the Facility.

32. Any improvements or repairs to the Facility by the USER must be requested in writing to the CITY, and the improvements must be mutually agreed to by the CITY and the USER, with written permission granted by the Parks and Recreation Director or designee, prior to any work commencing. The plans, specifications and location for all improvements, structures, landscaping, and facilities made by the USER and at the sole expense of the USER to the Facility shall be submitted in writing to and approved by the Parks and Recreation Director or designee prior to the construction or installation of such improvement, structure landscaping or facility. It is hereby mutually agreed and understood that any building, structure, or facility located thereon and permanently attached thereto shall become the property of the CITY if the USER does not renew its annual contract.

33. All buildings at the Facility belong to the CITY. Any new buildings that the USER receives permission from the CITY to build, must meet all CITY Building Codes and must be permitted through the City Building Department. All new buildings installed on CITY property will become the property of the CITY if the USER does not renew its annual contract.

Recordkeeping

34. USER shall keep books, records, and accounts of all activities related to this Agreement, in compliance with general accounting procedures. Books, records and accounts related to the performance of this agreement shall be open to inspection during regular business hours by an authorized representative of the City and shall be retained by the agency for a period of three (3) years after the termination of this agreement. All records or documents created by Organization or provided to the Organization by the City in connection with the activities or services provided by the City under the terms of this Agreement, are public records and the Organization agrees to comply with any request for such public records or documents made in accordance with Chapter 119, Florida Statutes.

Melbourne City Council
January 13, 2026
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.15.m.

Subject:
Laydown Area License Agreement between the City of Melbourne and BlueTerra LLC, Winter Garden, FL for temporary use of a portion of the City's property located at 2205 Front Street.

Background/Consideration:
BlueTerra LLC is the contractor performing work as a subcontractor for the Florida Fish and Wildlife Conservation Commission's Bird Island Restoration Project. BlueTerra has requested to utilize certain portions of City property located at 2205 Front Street as temporary staging and storage sites for material and equipment associated with the project.

Exibit A of the Laydown Area License Agreement depicts an area approximately 12' X 80' to stage and store materials and equipment and will be enclosed by a 6' tall chain link fence with privacy screen. The term of use for the licensed area will start on January 15, 2026 and end April 15, 2026, unless otherwise extended or terminated by the City Manager. Prior to the effective date, the licensee is obligated to obtain commercial general liability insurance and business automobile liability insurance listing the City as additionally insured.

Fiscal/Budget Impact:
The City will collect $10 for the time used between January 15, 2026 and end April 15, 2026.

Requested Action:
Approval of a Laydown Area License Agreement between the City of Melbourne and BlueTerra LLC for the temporary use of a portion of the City's property located at 2205 Front Street and authorization for the City Manager to execute the agreement.

THIS INSTRUMENT PREPARED BY
Adam Conley, City Attorney
City of Melbourne
900 East Strawbridge Avenue
Melbourne, FL 32901

LAYDOWN AREA LICENSE AGREEMENT
(Front Street Park – FWC Bird Island Restoration Project)

THIS LAYDOWN AREA LICENSE AGREEMENT, made and entered into as of _____, by and between the CITY OF MELBOURNE, a municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida 32901 (the "CITY"), and BlueTerra LLC, a Florida limited liability company, whose principal address is 865 Rhett Street, Winter Garden, Florida 34787 (the "LICENSEE").

W I T N E S S E T H

WHEREAS, the LICENSEE is performing work as a subcontractor for the Florida Fish and Wildlife Conservation Commission Bird Island Restoration Project (the "Project") and, in performing such work, LICENSEE desires to utilize certain portions of City property as staging and storage sites for material associated with the Project, commonly known as a "laydown yard"; and

WHEREAS, the CITY owns waterfront property commonly referred to as Front Street Park, a portion of which is available for use as a laydown yard; and

WHEREAS, the CITY will authorize said use of the property subject to certain terms and conditions for said use.

NOW THEREFORE, for and in consideration of the sum of $10.00 and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned agree as follows:

1. Each and all of the foregoing recitals are hereby declared to be true and correct and are incorporated herein.

2. Grant of License. The LICENSEE is hereby granted the use of a portion of Front Street Park, which is depicted on the attached Exhibit A, incorporated herein by reference, and be defined as the "Licensed Area". The LICENSEE's use of the Licensed Area shall be limited to use as laydown yard associated with the Project. Provided, however, said use shall be non-exclusive and the Licensed Area shall at all times be available for use by the CITY and subject to any existing easements. The Licensed Area will be approximately 12' x 80' to stage and store materials and equipment and will be enclosed by a 6' tall chain link fence with privacy screen.

3. Term. The LICENSEE's use of the Licensed Area shall begin January 15, 2026 and end April 15, 2026 unless otherwise extended or terminated by the City Manager.

4. LICENSEE shall be responsible for the maintenance of all improvements within the Licensed Area during the term of this Agreement. LICENSEE also agrees that LICENSEE shall repair damage on and to the Licensed Area at its own cost and expense if the CITY so directs.

5. The LICENSEE acknowledges that this authorized usage is revocable, at the discretion of the CITY at any time, and does not act to convey any ownership or easement rights in favor of the LICENSEE. LICENSEE further agrees that the CITY's Director of Parks, Recreation & Golf shall at all times have the authority to direct LICENSEE to use additional containment and security measures in the Licensed Area.

6. For purposes of this Agreement, the term "City Indemnitees" means and refers to the CITY, its representatives, employees, agents, contractors, sub-contractors and elected and appointed officials in either their official or individual capacities. The undersigned covenants agrees not to sue or make a claim to or against the City Indemnitees, and LICENSEE agrees, at its sole cost and expense, that it will at all times defend, pay on behalf of, indemnify and hold harmless the City Indemnitees from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of every kind and nature arising or growing out of or in any way connected with the undersigned's use, occupation, management, or control of the Licensed Area. The undersigned covenants and agrees to satisfy, pay and discharge any and all judgments, orders, and decrees that may be entered against the CITY in any such action or proceeding to which the CITY may be a party. The indemnification herein is granted in exchange for consideration of TEN AND 00/100 DOLLARS ($10.00) paid in hand to the LICENSEE by the City, receipt and sufficiency of which is hereby acknowledged.

7. Prior to the effective date of this Agreement, LICENSEE shall file with the CITY's Risk Manager and shall keep in full force and effect at all times during the underlying license granted hereby, copies of insurance policy declaration pages evidencing commercial general liability insurance with the limit of not less than $2,000,000.00 per occurrence and business automobile liability insurance with a limit of not less than $2,000,000.00 per accident, the terms and conditions whereof shall be such as to provide for the protection and indemnification of the CITY with respect to any and all legally valid claims of any persons suffering injury, loss, or damage to person or property by reason of LICENSEE's use of the Licensed Area. The City shall be named as an "additional insured". Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the City Manager in writing, at least thirty (30) days before any cancellation of such policy is to become effective.

Such insurance policies shall be subject to the acceptance of and approval by the City Manager of the CITY. Each such policy shall be issued by a company licensed to conduct insurance business in the State of Florida and having an AM Best financial rating of A or better. All insurance required pursuant to this Agreement shall be occurrence based, and claims made insurance shall not be acceptable.

In the event that any suit is filed or action brought against the City, either severally or jointly with LICENSEE, by any person seeking to recover damages resulting from or attributable to any act or omission of LICENSEE related to the use of the Licensed Area, LICENSEE shall, upon receipt of written notice by the CITY, defend said suit or action; and, in the event any final judgment therein should be rendered against the CITY resulting from or attributable to any act or omission of LICENSEE for which LICENSEE shall be adjudged liable by the Court, LICENSEE shall promptly pay the final judgment together

with all costs relating thereto; LICENSEE being allowed, however, to require at its sole discretion an appeal or appeals to the appropriate Court or Courts from the judgment rendered in any such suit or action upon the filing of such supersedeas bond as shall be required to prevent levy of judgments against the CITY during such appeal or appeals.

8. If it shall become necessary for the CITY to employ an attorney to enforce or defend the CITY under the terms of this agreement, the LICENSEE agrees to pay all costs and a reasonable attorney's fee incurred by the CITY in such connection, including attorney's fees and costs in any appeals.

9. This agreement shall constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

BlueTerra LLC,
a Florida limited liability company

By: Heather Herold
Heather Herold
CEO

Date: 12/12/25

(CORPORATE SEAL)

CITY OF MELBOURNE, a Florida municipal corporation

By: _____
Jenni Lamb
City Manager

Date: _____

(CITY SEAL)

ATTEST:

_____
Kevin McKeown, City Clerk

Said description expressly excludes the remainder of the parent property not herein described.



Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Financial Services
Presenter:	Ross McGinn
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.15.n.

Subject:
Lease agreement for mailing system equipment.

Background/Consideration:
The City was previously under contract with First Mobile Trust, LLC for the purpose of printing, mailing, and online bill presentment for water and sewer account billing through May 2025. In May, these services were brought in-house, providing a greater level of control over the process at a cheaper price point.

Following performance limitations experienced with the mailing insert machine, leased in February 2025 following Council approval on February 25, 2025, the Utility Billing and Collections Division seeks approval to lease a more adequate inserting machine and accompanying software to streamline the weekly utility billing process. This machine will automatically fold and insert approximately 12,000 utility bills, along with flyers, notifications, and return envelopes, into mail-ready envelopes weekly without delays. The proposed software and equipment will continue to enhance efficiency by scrubbing addresses for accuracy and grouping bills by household, reducing mailing costs and errors.

The lease agreement is for a 60-month (five-year) term and provides for an mailing inserter and accompanying software. The monthly fee is $4,647.77 per month, for an annual cost of $55,773.24, and a total five-year contract cost of $278,866.20.

The source contract is available for review in the Procurement Division.

Contract/Solicitation:
This lease utilizes the contract pricing from State of Florida contract number 44102100-17-1. All quoted pricing is equal to the contract pricing. This contract expires on February 19, 2027.

Fiscal/Budget Impact:
Funding is available in account 22000536-544000 (Utility Billing & Collection - Rentals & Leases) and 22000536-552020 (Computer Software)

Requested Action:
Approval of five-year lease agreement for mail system equipment, Quadient, Lehi, UT - annual cost of $55,773.24 and total cost of $278,866.20.

City of Melbourne
Attn: Donna McMahon
900 E. Strawberry Ave.
Melbourne, FL 32901
Phone: 321.608.7102

STATE OF FLORIDA - PURCHASE ORDER - LEASE

State of Florida Contract Number – 44102100-17-1

To:
Quadient Leasing USA Inc.
478 Wheelers Farms Road
Milford, CT 06461
1-800-636-7678

SHIP TO:
Donna McMahon
City of Melbourne
900 E. Strawberry Ave.
Melbourne, FL 32901
Phone: 321.608.7102

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
				60 month lease at $4,647.77/mo. Billed Quarterly

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	DS700IQ5K8KBASE, DS7IQ2DLIC, DS7IQ2DQRLIC, DS7IQ3STTWRFUTFDB, DS7IQRDINSFDRFN	Inserter Base w/5K Speed License, 8K Accumulator Speed License, Conveyor, Furniture and AIMS On Board, 2D/QR License - Insert Feeder, 2D/QR - License – Tower, 3 Station Tower, 2X500, 1X1000, CIS FU-Top & FD-Bottom & Furniture & Reading Insert Feeder CIS FU & Furniture		INCLUDED
40	IDA-PS	NORAM IDA Professional Services		INCLUDED
1	IMPSUBLAR-P7	Impress Enterprise Plus T1 Subscription (1,500,000 clicks/pages per year) Includes Access to Automate, Dispatch, Distribute, Portal. Usage charges apply.		INCLUDED
1	USAOMS-60K-NCOA	OMS 500 plug-in NCOA (720K credits/year)		INCLUDED
4	USAOMS-60K-NCOA-RE	OMS 500 plug-in NCOA - RENEWAL (720K credits/year)		INCLUDED
1	USAOMSN-60K-WS	OMS 500 Cloud CASS & Presort Web Services (41-60K mailpieces/month)		INCLUDED
4	USAOMSN-60K-WS-RE	OMS 500 Cloud CASS & Presort Web Services - RENEWAL (41-60K mailpieces/month)		INCLUDED
		60 MONTH LEASE TERM AT $4,647.77 PER MONTH	SUBTOTAL	
		BILLED QUARTERLY	SALES TAX	
		INCLUDES MAINTENANCE	SHIPPING & HANDLING	
			TOTAL	$4,647.77/month Billed Quarterly

1. Order is governed under the terms and conditions of the State of Florida Contract – 44102100-17-1. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2. Payments will be sent to:
   Quadient Leasing USA Inc.
   Dept 3682
   PO BOX 123682
   Dallas, TX 75312-3682
   Federal ID Number: 94-2984524

Send all correspondence to:
Donna McMahon
900 E. Strawberry Ave.
Melbourne, FL 32901
Phone: 321.608.7102

Authorized by Date

Print Name and Title

ADDENDUM TO VENDOR'S AGREEMENT

The City of Melbourne's purchase pursuant to the attached agreement is conditioned upon the VENDOR agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the VENDOR's standard terms and conditions as set forth in VENDOR's agreement and the VENDOR's quote, the provisions in this Addendum will prevail. Collectively, the attached agreement (including other terms or documents or information incorporated by reference), the VENDOR's quote and this Addendum shall be referred to as "this Contract".

1. **TERM OF CONTRACT.** Notwithstanding anything to the contrary in this Contract, the term of this Contract, as extended through autorenewals or otherwise, shall be limited to ____5__ years. The parties agree that VENDOR's price shall not increase through the term of this Contract except as specifically set forth on the quote. VENDOR understands and agrees that approval of this Contract is limited by this paragraph such that an amendment to this Contract will be required to extend the term further or to increase the price, as the case may be.

2. **PAYMENT**. 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. VENDOR agrees to invoice CITY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. CITY will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. 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 Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

3. **NON-APPROPRIATION**. All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the goods and/or services provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or 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, VENDOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

4. **TERMINATION**. All provisions in this Contract providing for payment by the CITY as liquidated damages or as a cancellation fee or based upon acceleration of fees is hereby deleted. Upon termination of this Contract, the VENDOR shall pay the CITY a pro rata refund of payments made unless termination is based upon breach of the Contract by the CITY. All provisions that provide a security interest in property being purchased or owned by the CITY are hereby deleted. All provisions that authorize the VENDOR to repossess property or take action outside of court proceedings in response to a CITY breach of contract are hereby deleted.

5. **LIABILITY**. All provisions that require the CITY to assume liability or to indemnify, defend or hold harmless are hereby deleted. 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. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract. As applicable, the parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.

6. **DISPUTES**. All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Brevard County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **WAIVER OF JURY TRIAL**. BY ENTERING INTO THIS CONTRACT, EACH OF THE VENDOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATIONR ELATED TO THIS CONTRACT.

8. **NOTICE**. In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the CITY shall be provided to the City Manager, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

9. **ASSIGNMENT**. VENDOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY.

10. **ACCESSIBILITY**. Any information, records, data or documentation provided by the VENDOR that is made available to the city or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) wcag 2.1 AA accessibility guidelines.

11. **ENDORSEMENT**. All provisions that allow another to use the CITY's name in any advertising, endorsement or promotion are hereby deleted.

12. **ELECTRONIC SIGNATURES**. Unless waived by the CITY, this Contract shall not be executed via electronic signatures.

13. **PUBLIC RECORDS**. VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR 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.. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and VENDOR shall not release a public record in response to a request arising from anyone other than the CITY. To the extent VENDOR is "acting on behalf of the CITY" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR 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 VENDOR 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 VENDOR or keep and maintain public records required by the CITY to perform the Service. If the VENDOR transfers all public records to the CITY upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR 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 VENDOR 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 VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR 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 VENDOR 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 VENDOR.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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

14. **STATE LAW CERTIFICATIONS AND DISCLOSURES**

a. **E-Verify**. The VENDOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the VENDOR agrees to comply with the requirements of said statute. The VENDOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2),Fla. Stat.

b. **Public Entity Crimes Statement.** Pursuant to Section 287.133, Florida Statutes, as amended from time to time, VENDOR hereby certifies that neither it nor its affiliates(s) have been placed on the convicted vendor list following a conviction for a public entity crime. The VENDOR hereby acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates as defined by Section 287.134, Florida Statutes, are placed on the Discriminatory Vendor List.

c. **Foreign Gifts And Contracts.** The VENDOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

d. **Scrutinized Companies.** VENDOR hereby 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 nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Section list; and c) has not been engaged in business operations in Cuba or Syria. If the CITY determines that VENDOR has falsely certified facts under this paragraph or if VENDOR is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent with Section 287.135, Florida Statutes, as amended. The CITY reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

e. **Anti-Trust Violations.** By entering into this Contract, VENDOR certifies that at the time of entering into this Contract, neither it nor its affiliate(s) are on the anti-trust

violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

f. **Environmental and Social Government and Corporate Activism.** Pursuant to 287.05701, Florida Statutes, as may be amended, CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Vendors are also prohibited from giving preference to subcontractors based on the factors set forth therein. Violations of this paragraph 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.

15. **CLOUD-BASED SERVICES**. The following provisions apply if this Contract is for cloud-based services.

a. **Content Ownership and Use**. Notwithstanding anything to the contrary in the attached agreement, VENDOR agrees that data entered into the VENDOR's cloud-based service system (the "Content") is owned by the CITY and shall be returned to CITY promptly upon demand in a format acceptable to the CITY and at no charge. Content shall not be withheld for non-payment. Upon successful transfer of Content to CITY, VENDOR will destroy Content as directed by CITY upon the CITY's authorization. VENDOR's access to Content is limited such that the CITY grants VENDOR a limited, royalty-free, non-exclusive, non-transferable and non-sublicensable license to process Content only in the United States as instructed by CITY and limited to the CITY's benefit.

b. **Confidentiality.** If VENDOR's employees or representatives are granted access to any of CITY's computer networks or systems (including, but not limited computer systems, application programs and databases), VENDOR shall treat all of CITY's data and information accessed from such system(s) as CITY's confidential information. In addition, (i) VENDOR, VENDOR's employees and representatives will not use or disclose for any purpose any aspect or portion of third party data or information which VENDOR may access for CITY's computer system(s), unless VENDOR first obtain the third party's written consent; and (ii) VENDOR shall make no electronic or hard copies of CITY's information extracted from CITY's computer system(s) unless specifically requested to do so by CITY, in which case VENDOR will clearly mark and treat the information as "City Confidential". VENDOR shall only provide copies to VENDOR's employees or representatives within CITY's facility having a direct need to know. The obligations stated in this section shall survive the expiration or termination of this Contract.

c. **Data Security.** VENDOR is responsible for safeguarding CITY data and Content from unauthorized access. All CITY data and Content will be stored, processed, and maintained in accordance with state and federal privacy and data protection laws and solely in data centers located in the United States. VENDOR agrees to immediately notify CITY of any unauthorized use, copying, or disclosure of the Content or portal accounts of which VENDOR becomes aware and agrees to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. VENDOR acknowledges and agrees that any unauthorized use, copying or disclosure may cause immediate and irreparable injury to CITY or to third parties, and in such event, CITY may seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

d. **Indemnification for Intellectual Property.** VENDOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of or actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, copyright, or other proprietary right of any third party, arising out of the use or sale of VENDOR's cloud-based services (other than for liability proved to be the fault of CITY). VENDOR's indemnification under this subsection applies only to: (i) unmodified software or cloud-based service licensed to CITY; (ii) software or cloud-based service modified by VENDOR for CITY; and (iii) software or cloud-based service modified with VENDOR's express permission. If a third party's claim endangers or disrupts CITY's use of the cloud-based service, VENDOR shall, at CITY's option and at no charge to CITY, (a) replace the cloud-based service with a compatible, functionally equivalent and non-infringing product; (b)

modify the cloud-based service to avoid the infringement; (c) obtain a license so CITY may continue use of the cloud-based service for the Contract term; or if these options are commercially unreasonable (d) return a pro-rata portion of the applicable fee paid by CITY.

e. **Subscription Term.** The beginning of the term of the initial subscription is subject to availability to the CITY of the contracted cloud based service and the parties agree that payment obligations for the license to use the cloud based service shall not apply unless and until the contracted cloud based service is available for use to the CITY.

f. **Backup and Recovery of Data.** VENDOR is responsible for maintaining a backup of the CITY data and content and for an orderly and timely recovery. VENDOR shall maintain a contemporaneous backup of CITY Content that can be recovered within a reasonable period of time.

g. **Waiver of Limitation of Liability.** VENDOR waives any limitation of liability in the Agreement for damages, costs and expenses resulting from VENDOR's breach of confidentiality or data security obligations, claims for which the VENDOR is insured and damages, costs and expenses payable under the VENDOR's indemnification obligations.

16. The terms and conditions of this Contract shall not be modified to conflict with this Addendum without the express written consent of the City of Melbourne.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

CITY:

CITY OF MELBOURNE, a Florida municipal corporation

By:_____
Jenni Lamb
As City Manager

Date:_____

ATTEST:

_____
Kevin McKeown, City Clerk

VENDOR:

__Quadient, Inc._____

By: John Tartaro
Name: _John Tartaro____
As Authorized Agent

Date: Dec 31, 2025

Title of Attached Agreement: Quadient Purchase Order- Lease

Melbourne City Council
January 13, 2026
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.15.o.

Subject:
Resolution appropriating $9,665 from the Federal Asset Sharing Fund for the purchase of a hydraulic breaching tool for the Police Department.

Background/Consideration:
The Equitable Shared Funds allow forfeited assets to be shared between federal, state, local and municipal agencies as a result of seizures from joint federal drug investigations. This is a request to appropriate $9,665 from the Federal Asset Forfeiture Program funds to purchase a Hurst StrongArm LE100 hydraulic breaching tool kit from Municipal Emergency Services (MES).

The Melbourne Police Department's SWAT Team has requested the acquisition of a Hurst StrongArm hydraulic breaching tool, which is a hand-held, battery-operated, hydraulic-powered breaching tool to enhance the team's ability to access locked or secured doors. Currently, the SWAT Team only has manual breaching options, such as battering rams, pry tools, and bolt cutters, which all rely on the strength and effort of the officer using them and are less efficient in time-sensitive operations. The StrongArm breaching tool offers a faster, more effective, and minimally strenuous method for conducting forced-entry tasks. Because it is a battery-operated, hydraulic-powered, hand-held tool, it can defeat locked inward and outward swinging doors.

This purchase includes the tool, two (2) batteries, one (1) charger, one (1) set of combination tips, and one (1) set of door opener tips. It also comes with a 10-year manufacturer defect warranty on the tool and a three-year warranty on the batteries. There are sufficient funds available for this purchase and the expense is specifically allowed as a permissible expenditure under the Department of Treasury's Guide to Equitable Sharing.

Fiscal/Budget Impact:
A budget resolution is required to appropriate funding in the amount of $9,665 for this purchase and will be appropriated to Police Operations - Federal Asset Sharing Expense (42000521-552010).

Requested Action:
Approval of Resolution No. 4396.

(877) 637-3473

Quote

Quote #	QT2005198
Date	11/20/2025
Expires	12/05/2025
Sales Rep	Osborn, Lee
Shipping Method	FedEx Ground
Customer	Melbourne Police Dept (FL)
Customer #	C68429

Bill To
CITY OF MELBOURNE
FINANCE
900 E STRAWBRIDGE AVE
Melbourne FL 32901
United States

Ship To
Joseph Pellicano Law Enforcement Center
~~Karen Smith~~ TANIKA BELL
Melbourne Police Department
250 W. Nasa Blvd
MELBOURNE FL 32901
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
273180000			StrongArm LE100 w/ Batts&Chrgr List Price $10097.56. Lake County $9592.68 Black StrongArm Kit (Includes 2 batteries, 1 charger, 1 set combination tips, 1 set Door Opener tips)	1	$9,590.00	$9,590.00

Quote prepared by MES Rescue Tool Specialist Curt Walther

Please call or email to order: 727-589-3422; curt.walther@meslifesafety.com

Price quote meets or exceeds the discount required by Lake County contract 22-730G.

Contact: Sheridan Shelley

Subtotal	$9,590.00
Shipping Cost	$75.00
Tax Total	$0.00
Total	$9,665.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

RESOLUTION NO. 4396

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4375; IMPLEMENTING BUDGET ADJUSTMENT RECOMMENDATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 24, 2025, the City of Melbourne adopted Resolution No. 4375 providing for adoption of the City's 2025-2026 budget; and

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

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the budget for the fiscal year commencing October 1, 2025 is hereby amended by the amounts identified in Exhibit A.

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

SECTION 3. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A

001 - GENERAL FUND

420 - Police Department Operations

Revenue

Org	Object	Description	INCREASE/ DECREASE	REVISED BUDGET
4203870	387018	Intra in (002) Federal Asset Sharing	9,665	9,665
		Total Change in Revenue	**9,665**	

Expenditure

Org	Object	Description	INCREASE/ DECREASE	REVISED BUDGET
42000521	552010	Federal Asset Sharing Expense	9,665	9,665
		Total Change in Expenditures	**9,665**	
		Total General Fund	**9,665**	

Melbourne City Council
January 13, 2026
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.15.p.

Subject:
A resolution authorizing the City Manager to execute a Memorandum of Agreement between the City of Melbourne and Brevard County Emergency Management for use of the Everbridge statewide alert and mass notification system.

Background/Consideration:
For over ten years, the City of Melbourne has utilized the Code Red system for mass notifications related to public health and public safety. Code Red has been used to send out notifications for large scale boil water notifications to Melbourne water customers inside and outside the City limits. Recently Code Red suffered a cybersecurity attack and was placed out of service. Brevard County and local municipalities within Brevard County use the Everbridge system for alerting and mass notifications relating to public health and welfare. The Everbridge system can be used to send out mass alerts and notifications for events ranging from boil water notices to hurricane updates. Everbridge is provided by the Florida Division of Emergency Management for Florida counties to administer within their boundaries. The service is free of charge with an executed memorandum of agreement. The agreement extends through June 30, 2029 unless otherwise extended further.

Fiscal/Budget Impact:
There is no fiscal impact related to this item.

Requested Action:
Approval of Resolution No. 4397.

RESOLUTION NO. 4397

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF MELBOURNE AND BREVARD COUNTY EMERGENCY MANAGEMENT FOR ALERTS AND MASS NOTIFICATION SERVICES RELATING TO PUBLIC HEALTH AND WELFARE; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the City currently uses the CodeRED Alert System for large scale boil water notifications, missing persons or major traffic incidents; and

WHEREAS, the City desires to use the Everbridge Alert System to replace CodeRED; and

WHEREAS, the Florida Department of Emergency Management and Brevard County Emergency Management have a contract with Everbridge, Inc. for statewide alert and mass notification services through the AlertFlorida notification system; and

WHEREAS, Brevard County Emergency Management has agreed to enter into a Memorandum of Agreement ("Agreement") with the City to access to the Everbridge AlertFlorida notification system for mass notifications for Citywide use and for water customers located outside of the city limits at no cost; and

WHEREAS, this resolution provides for authorization for the City Manager to enter into this Agreement, which will extend through June 30, 2029 unless subsequently renewed further.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Manager is authorized to execute the "Memorandum of Agreement" substantially in the form of the attached between the City and Brevard County Emergency Management to utilize the AlertFlorida notification system, together with mutually agreed upon renewals and supplemental agreements in furtherance of the Agreement.

SECTION 2. That the Agreement is for use of the Florida Department of Emergency Management (FDEM) AlertFlorida notification system per Contract DEM-D0003 identified in Attachment 2 and Attachment 3 of the Agreement.

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 , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Memorandum of Agreement Between the Florida Division of Emergency Management through Brevard County Emergency Management and the City of Melbourne.

Resolution No. 4397

MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT THROUGH BREVARD COUNTY EMERGENCY MANAGEMENT AND THE CITY OF MELBOURNE

This Memorandum of Agreement (the "Agreement") is made and entered into by Brevard County Emergency Management (hereinafter referred to as the "County") and the CITY OF MELBOURNE (hereinafter referred to as the "Agency/Municipality"), (hereinafter collectively referred to as the "Parties").

WHEREAS, Section 252.35(2)(a)(6), Florida Statutes, requires FDEM to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

WHEREAS, FDEM has executed contract DEM-D0003/RFQ-DEM-18-19-021 ("Contract") with Everbridge, Inc. (hereinafter referred to as the "Contractor") for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, (hereinafter referred to as the "notification system"); and,

WHEREAS, FDEM is funding and providing the notification system at no local cost to eligible subdivisions for the term of July 1, 2019 renewed through June 30, 2029 in accordance with Contract Amendment No.2, and subsequent Contract renewals (if any), contingent upon an annual appropriation by the Florida Legislature; and,

WHEREAS, Section 252.38, Florida Statutes, establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the State; and,

WHEREAS, Brevard County Emergency Management has executed a memorandum of agreement with FDEM in order to utilize the FDEM notification system; and

WHEREAS, the Agency/Municipality herein desires to utilize the notification system, provided by FDEM through Brevard County Emergency Management, to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under section 252.38, Florida Statutes.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by this reference.

2. **TERM OF AGREEMENT**

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-D0003, and shall automatically renew as long as FDEM continues to provide this

contractual service to eligible entities defined in this and subsequent contracts.

3. DUTIES AND RESPONSIBILITIES

A. Brevard County Emergency Management

The County:

I. Has assigned a contract manager for the notification system pursuant to section 287.057(14), Florida Statutes, who will serve as a liaison with the Florida Division of Emergency Management.

II. Reserves the right to access any Agency/Municipality account or organization in the system for purposes of contract management, and to monitor system activity and usage.

III. Will limit the number of personnel with high-level administrative access credentials to the system and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under section 119.071(5)(j), Florida Statutes.

IV. Reserves the right to launch a countywide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.

V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
   a. Tornado Warnings
   b. Flash Flood Warnings
   c. Hurricane Warnings
   d. Statewide Notifications
   e. Countywide Notifications

VI. Will, upon termination of the Contract, distribute the system's recipient contact data to the Agency/Municipality, if so desired.

VII. Will support the Agency/Municipality in the setup of the system and provide account information and guidance throughout setup.

VIII. Will provide the Brevard County Emergency Management (BCEM) Mass Notification System Standard Operating Procedure (SOP) to all participating agencies, to be used in conjunction with any Agency/Municipality guidance

IX. Will hold User Group meetings to discuss issues, changes, or concerns with the system with all participating agencies.

B. Agency/Municipality

The Agency/Municipality:

I. Acknowledges the terms and conditions of FDEM's Contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically, the Contractor's End User License Agreement, incorporated in the Contract as Exhibit "C" and the Contractor's Acceptable Use Policy, available via https://www.everbridge.com/about/legal/acceptable-use-policy/

II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% of the banner image of the Subdivision's public-facing opt-in portal(s) for continuity with statewide branding.

III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by FDEM as the following categories of notifications:
   a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
   b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Agency/Municipality's steady-state operational posture;
   c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the Agency/Municipality impacted by a disaster.
   d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
   e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
   f. Automated weather warnings, provided by the National Weather Service.
   g. Notification and recall of Agency/Municipality employees, contractors, and other response partners, that support the activation of the County or Agency/Municipality's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.

IV. Acknowledges that while the Contract provides access to Integrated

Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, FDEM will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.

V. Agrees to only utilize the system to notify areas which are appropriate to the legal jurisdiction of the Agency/Municipality, and by the appropriate responsible agency for the incident type, as outlined in the BCEM Mass Notification SOP.

VI. Agrees to designate an individual to serve as a member of the County User Group meetings, to be held by Brevard County Emergency Management.

VII. Agrees, upon request of a resident/visitor to be removed from the notification system, to provide for the removal, and notification of removal, of residents and visitors who complete the opt-out form.

VIII. Agrees to maintain responsibility for management of administrative access and resident/visitor information in their jurisdiction, and to share registrant data with the county at a frequency determined by the User Group.

IX. When an emergency situation occurs that requires notification of the State Watch Office (SWO) per SWO reporting guidelines, the Agency/Municipality agrees to notify the County Warning Point through the Brevard County Unified Communication Center.

X. Acknowledges that the Contractor provides additional notification system capabilities and services which are <u>not</u> covered under FDEM's Contract for the notification system (hereinafter referred to as "non-covered services"). If the Agency/Municipality desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Agency/Municipality will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The Agency/Municipality will notify the County of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the Contractor's provision of support and maintenance on covered features.

4. POINTS OF CONTACT

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

For BCEM:	**For the Agency/Municipality:**
Stephanie Robinson	*Name:*
Planning Coordinator	*Title:*
1751 Huntington Lane	*Address:*
Rockledge, Florida 32955	*City, State Zip*
Phone: (321) 637-4072	*Phone:*

5. TERMINATION OF AGREEMENT

The Parties may terminate this Agreement at any time upon thirty (30) days' written notice to the contact person(s) specified herein.

6. LIABILITY

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

7. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

A. Attachment 1 – Definitions
B. Attachment 2 – Contract DEM-D0003 between FDEM and the Contractor.
C. Attachment 3 – BCEM AlertBrevard SOP
D. Attachment 4 – Opt-out Form

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

BREVARD COUNTY EMERGENCY MANAGEMENT

By: _____
John Scott
Brevard County Emergency Management Director

_____
Date

CITY OF MELBOURNE

By: _____
Name, Title

_____
Date

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Mass Notification Solution which is an integrated component of Everbridge's Unified Critical Communication Suite ("Everbridge Platform"). Accounts are segmented into Organizations and are typically segmented further into numerous groups.

Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision's keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization – In the Everbridge Platform, an organization ("Org") contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge Platform.

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Contract Number: D0003

RFQ#: RFQ-DEM-18-19-021

CONTRACT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, (hereinafter, "Division"), and Everbridge Inc. a Delaware Corporation (hereinafter, "Contractor"), an entity duly authorized to conduct business in the State of Florida. In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT

   A. The purpose of this Agreement is to provide products and/or services as described in the Scope of Work attached hereto as Exhibit "A" and made part hereof.

   B. No work shall commence until both parties have signed the Agreement.

   C. Order of Precedence. In the event of a conflict in terms between any of the components of this Agreement, the order of precedence for resolving such conflict shall be as follows (1) being the highest):

      1) The express terms of this Agreement, minus Exhibits;
      2) State of Florida PUR 1000 General Contract Conditions;
      3) Exhibit 1 – "Implementation of Scope of Work"
      4) Exhibit A - "Scope of Work";
      5) Exhibit B - "Price Sheet";
      6) Exhibit C- "Everbridge, Inc., GSA Approved End User License Agreement";
      7) Addenda, in reverse order of issuance.

2. TERM

   A. The term shall begin upon execution of the Agreement by both parties and, unless terminated earlier in accordance with the provisions of section 8 of this Agreement, shall end on June 30th, 2024.

   B. If the parties relied upon a State Term Contract in order to enter into this Agreement, then: (1) any renewal or extension shall not exceed the expiration of the underlying State Term Contract by more than twelve (12) months; and, (2) no renewal or extension shall occur if the underlying State Term Contract expires prior to the effective date of any renewal or extension.

C. In accordance with section 287.057(13), Florida Statutes, and subject to the limitations outlined above in subparagraph 2.B. of this Agreement, the Division and the Contractor may renew this Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of this Agreement, whichever is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. Additionally, any renewal: must be in writing and signed by both parties; is contingent upon satisfactory performance evaluations; and, is subject to availability of funds.

3. PERFORMANCE

A. Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

B. The Contractor shall immediately notify the Division in writing if its ability to perform is compromised in any manner during the term of this Agreement.

C. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Scope of Work and all contractual documents attached to this Agreement. The Division shall be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Division, or of other agencies interested in the project on behalf of the Division.

D. Subject to Financial Consequences Triggers in Implementation of Scope of Work (Exhibit 1), if the Division determines that the performance of the Contractor is unsatisfactory, the Division will notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Division. The Contractor shall, within the time specified in the contractual documents after notice from the Division, provide the Division with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance . If the corrective action plan is unacceptable to the Division, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may bill the Division for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

E. The Division reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

F. Unless otherwise prohibited by law, the Division may require the Contractor to furnish, without additional cost to the Division, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Division shall determine the type and amount of security. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules catalogs descriptive brochures, etc.

G. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Contractor shall immediately notify the Division in writing, indicating the specific restriction. The Division reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Division.

H. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the Division's property. All purchases are F.O.B. destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. The Division assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at the Division's option, be returned at the Contractor's expense. Substitutions are not permitted. The Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

I. Matters of inspection and acceptance are addressed in section 215.422, Florida Statutes. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Division shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and, provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the Division rejects a product, the Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Division shall have the right to dispose of it as its own property. The Contractor shall reimburse the Division for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

J. Where installation is required, the Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated in this Agreement. The Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation by the Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with the Division and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4. COMPENSATION AND PAYMENT

A. The total funding amount of this Agreement for the purchase of commodities or the performance of services as described in Exhibit "A" of this agreement is shown in **Exhibit" B".**

B. As required by section 287.0582, Florida Statutes, if this Agreement binds the Division for the purchase of services or tangible personal property for a period in excess of one fiscal year, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."

C. The parties acknowledge that Agency payments required pursuant to the terms of this Agreement are subject to and contingent upon the review and approval of the Chief Financial Officer pursuant to his authority as set forth in Article IV, Section 4 of the Florida Constitution ("The chief financial officer shall serve as the chief fiscal officer of the state, and shall settle and approve accounts against the state, and shall keep all state funds and securities.") as well as section 17.03, Florida Statutes ("The Chief Financial Officer of this state, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands, whatsoever, against the state, arising under any law or resolution of the Legislature, and issue a warrant directing the payment out of the State Treasury of such amount as he or she allows thereon.").

D. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, Florida Statutes.

E. The Contractor will be paid upon submission of properly certified invoice(s) to the Division after delivery and acceptance of commodities or services is confirmed in

writing by the Division. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain any Purchase Order and the Vendor's Federal Employer Identification Number or Social Security Number.

F. No payment requirements shall start until a properly completed invoice is provided to the Division inspected and approved Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.

G. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

H. The Contractors providing goods and services to the Division should be aware of the following time frames:

1) Pursuant to section 215.422(1), Florida Statutes, an invoice submitted to the Division shall be recorded in the financial systems of the State, approved for payment by the Division, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the State shall contain a statement of the dispute and authorize payment only in the amount not disputed.

2) Unless the procurement solicitation or this Agreement states otherwise, the Division has five (5) working days to inspect and approve commodities and services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Any resulting increase in cost will be charged against the Contractor.

3) Pursuant to section 215.422(3)(b), Florida Statutes, the Division shall issue payment to the Contractor within forty (40) days after the invoice has been accepted. Failure to issue the warrant within forty (40) days may result in the Division paying interest at the rate established under subsection 55.03(1), Florida Statutes.

I. Transaction Fee. The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057 (22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Contractors shall pay to the State. On-line filing is available at http://dms.myflorida.com/mfmp. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall self-report and pay the transaction fee pursuant to rule 60A-1.031 (2), Florida

Administrative Code. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Contractor shall receive a credit for any transaction fee paid by the Contractor for the purpose of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. A CONTRACTOR'S DELINQUENCY IN PAYING TRANSACTION FEES MAY RESULT IN BEING EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

J. The Contractor shall report and pay the transaction fee on a quarterly calendar basis using the Department of Management Service's Form PUR 3776, which is incorporated by reference. Any misrepresentation shall be punishable under law, including but not limited to: Chapter 817, Florida Statutes.

K. The Contractor may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Division is responsible for all payments under the Agreement. The Division's failure to pay, or delay in payment, shall not constitute a breach of the Agreement and shall not relieve the Contractor of its obligations to the Division.

L. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from an Agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800- 848-3792.

M. The Division, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Division shall require a statement from the Chief Financial Officer of the Division that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

N. All refunds or repayments due to the Division under this Agreement shall be made payable to the order of the "Division of Emergency Management" and mailed

directly to the attention of: **Cashier, Division Finance, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399.** The Contractor shall also notify the Division Program Manager (identified in section 13. A.) that it has issued a refund to the Division.

5. INDEMNITY AND PAYMENT FOR CLAIMS

A. INDEMNITY. Subject to Section 8.2 of the Everbridge, Inc., GSA Approved End User License Agreement (Exhibit C), the Contractor shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Division, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors; provided, however, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State orthe Division.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the Division's misuse or modification of the Contractor's products or the Division's operation or use of the Contractor's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Division the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the Division the right to continue using the product, the Contractor shall remove the product, and refund to the Division the amounts paid in excess of a reasonable rental for past use. The Division shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Division in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

Any Contractor which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortuous acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth

in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies.

Nothing herein shall be construed as consent by a State agency or subcontractor of the State of Florida to be sued by third parties in any matter arising out of any contract.

B. LIMITATION OF LIABILITY. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order . This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in this Agreement or resulting purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

C. PAYMENT OF CLAIMS. The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the Agreement.

D. LIABILITY INSURANCE. The Contractor shall carry and keep in force during the term of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $150,000.00 per person and $300,000.00 each occurrence, and property damage insurance of at least $150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

E. WORKERS COMPENSATION. The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

6. COMPLIANCE WITH LAWS:

A. The laws of the State of Florida shall govern this Agreement. The Division and the Contractor submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Contractor hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

B. The Contractor must be registered with the Florida Department of State, Division of Corporations. Online-filing is available at: http://www.sunbiz.org.

C. If this Agreement involves a contract for services, and if the Contractor is acting on behalf of the Division, then the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

D. As required by section 119.0701(2)(a), Florida Statutes, the Division includes the following statement in at least 14-point boldfaced type:

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 AT: FLORIDA DIVISION OF EMERGENCY MANAGEMENT, 2555 Shumard Oak Blvd., Tallahassee, FL 32399, (850) 815-4156, Records@em.myflorida.com.

E. Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.

F. The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Division's Contract Manager or the Division's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to this Agreement and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Division's security policies , protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information

G. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Pursuant to Section 287.058(1), Florida Statutes, the provisions of Section 287.058(1)(a)-(c), and (i), Florida Statutes, are hereby incorporated by reference, to the extent applicable.

H. The Contractor should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

I. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

J. If regulated by the Florida Department of Business and Professional Regulation, the Contractor and its employees shall be bound by the standard of conduct provided in applicable Florida Statutes and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Contractor further covenants and agrees that when a former State employee is employed by the Contractor, the Contractor will require strict adherence by a former State employee to section(s) 112.313 and 112.3185, Florida Statutes, as a condition of employment for said former State employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter for the work performed under this Agreement.

K. A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime 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 public building or public work, 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 transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted Contractor list.

L. An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal or reply on a contract to provide any goods or service 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 public building or public work, 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 Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

M. The Division shall verify the Contractor and any subcontractor's against the Federal Excluded Parties List System to ensure the Contractor or subcontractor is not disbarred or excluded from receiving Federal contracts.

N. The Contractor shall E-Verify the employment status of all employees and subcontractors to the extent permitted by federal law and regulation. The Division shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Furthermore, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services specified in this Agreement. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

O. Pursuant to section 216.347, Florida Statutes, the Contractor shall not expend any State funds for the purpose of lobbying the State Legislature, the Judiciary, or an Agency.

P. In accordance with section 20.055(5), Florida Statues, the Contractor shall cooperate fully with the Inspector General in any investigation, audit, inspection, review, or hearing conducted pursuant to the Inspector General's statutory authority. Additionally, upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Purchase Order; or, (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archivesr/ecords-management/general-records-schedules/). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

Q. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

7. COPYRIGHT, PATENT AND TRADEMARK

A. All plans, specifications, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived from them, which are newly developed by Contractor for the Division and which are deemed "public records" under applicable Florida law, shall be the exclusive property of the Division without restriction or limitation on their use and shall be made available, upon request, to the Division at any time during the performance of such services and/or upon completion or termination of this Agreement.

B. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. Any and all patent rights and any and all copyright accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. If the Contractor brings to the performance of this Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

C. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, which is newly developed by Contractor for the Division and which is deemed a "public record" under applicable Florida law, the Contractor shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are transferred by the Contractor to the State of Florida.

D. Within thirty days (30) of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subsection C, have the right to all patents and copyrights which occur

during performance of the Agreement. As provided in Section 6.3 of the Everbridge, Inc., GSA Approved End User License Agreement (Exhibit C), the Division acknowledges that the products and/or services described in the Scope of Work attached hereto as Exhibit "A" and all intellectual property rights therein are the property of the Contractor.

8. SUSPENSION OF WORK AND TERMINATION OF THE AGREEMENT

A. SUSPENSION. The Division may in its sole discretion suspend any or all activities under this Agreement, at any time, when in the best interests of the State to do so. The Division shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to: budgetary constraints; declaration of emergency; or, other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor the Division shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or, (2) terminate the Agreement. Suspension of work shall not entitle the Contractor to any additional compensation.

B. TERMINATION FOR CONVENIENCE. This Agreement may be terminated by the Division in whole or in part at any time in the best interest of the Division upon written notice to the Contractor. The Contractor shall not furnish any product after it receives the notice of termination (whether for convenience or for cause), except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits. If the Division terminates this Agreement for convenience, then the Division shall not be entitled to any pro-rata refund for monies previously paid to the Contractor.

C. TERMINATION FOR CAUSE. The Division may terminate the Agreement if the Contractor fails to: (1) deliver the product within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; (4) timely cure a default; or, (5) abide by any statutory, regulatory, or licensing requirement (Rule 60A-1.006 (3), F.A.C., governs the procedure and consequences of default, except that the parties agree that any notices provided by the Division under clause (a) of such Rule shall give the Contractor at least forty five (45) days to correct any default). The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable,

the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Division. The rights and remedies of the Division in this clause are in addition to any other rights and remedies provided by law or under the Contract.

9. REMEDIES

A. Any dispute concerning performance of this Agreement shall be decided by the Division's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Division a petition for administrative hearing. The Division's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

B. In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Division shall, upon forty-five (45) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those forty-five (45) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

1) Withhold or suspend payment of all or any part of a request for payment.

2) Require that the Contractor refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

3) Exercise any corrective or remedial actions, to include but not be limited to:

a) Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;

b) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

c) Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or,

d) Requiring the Contractor to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

C. Pursuing any of the above remedies will not keep the Division from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict

performance by the Contractor, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Contractor.

D. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

E. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Division in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Division. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Division, in which case the Division may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Division with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

10. EMPLOYEES, ASSIGNMENT, AND SUBCONTRACTS

A. INDEPENDENT CONTRACTOR. The Contractor and its employees, agents, representatives, assignees, and subcontractors are not employees or agents of the Division and are not entitled to the benefits of State of Florida employees. The Division

shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, assignees, or subcontractors The Contractor agrees to include this provision in all of its subcontracts under this Agreement.

B.ALL EMPLOYEES SUBCONTRACTORS, AND AGENTS. All Contractor employees, assignees, subcontractors or agents performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications and shall have all current licenses and permits required for all of the particular work for which they are hired by the Contractor. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, assignees, subcontractors, or agents performing work under this Agreement must comply with all security and administrative requirements of the Division and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. If any employee, assignee, subcontractor, or agent furnished by the Contractor requires access to a Division facility in order to perform duties required by this Agreement, then the State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any such employee, assignee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Division's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of the Contractor's employees, assignees, subcontractors, or agents. The Division and the State shall take all actions necessary to ensure that Contractor's employees, assignees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, assignees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

C. CONVICTED AND DISCRIMINATORY VENDORS. In accordance with sections 287.133 and 287.134, Florida Statutes, an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, sub-contractor, or consultant under this Agreement.

D. WARRANTY TO PERFORM. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.

E. ASSIGNMENT. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the Division,

provided that no such consent shall be required in the event of an assignment to an affiliate or to a successor-in-interest to the business of the Contractor resulting from a merger, reorganization, or sale of all or substantially all assets. The Division may assign this Agreement with prior written notice to Contractor.

F. SUBCONTRACTS. The Vendor shall not subcontract any work under this Purchase Order without the prior written consent of the Agency. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

11. MODIFICATION OF CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Contractor. This Agreement may only be modified or amended upon mutual written agreement of the Division and the Contractor. No oral agreements or representations shall be valid or binding upon the Division or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Division. Neither party may unilaterally modify the terms of this Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the party's order or fiscal forms or other documents forwarded by the Contractor for payment. A party's acceptance of product or payment or processing of documentation on forms furnished by the other party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

12. MONITORING

The Contractor agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Division or its agents, employees, or designee, including the Florida Chief Financial Officer, or Florida Auditor General. In the event the Division determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instruction provided by the Division to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspection reviews, investigation or audits deemed necessary by the Florida Chief Financial Officer or Florida Auditor General.

Records of costs incurred by the Contractor under terms of this Agreement shall be maintained by the Contractor and made available upon request to the Division at all times during the period of this Agreement. Copies of these documents and records shall be furnished to the Division upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and

subcontractors considered necessary by the Division for a proper audit of project costs.

13. NOTICE AND CONTACT

A. Pursuant to section 287.057(14), Florida Statues, the Division's Contract Manager "shall be responsible for enforcing performance of the contract terms and conditions and [shall] serve as liaison with the [C]ontractor." Additionally, the Contract Manager for the Division shall:

1) Monitor and document Contractor performance; and,

2) Review and document all deliverables for which the Contractor requests payment.

B. The Division's Contract Manager is Andrew Sussman

C. All notices required under the Agreement shall be delivered to the following:

For DIVISION (Contract Manager)	For CONTRACTOR
Andrew Sussman	Elliot Mark
2555 Shumard Oak Boulevard	25 Corporate Drive, 4th Floor
Tallahassee, Florida 32399	Burlington, MA 01803
Tele: (850) 815-411O	Tele: (781)-859-4094
Email: Andrew.Sussman@emmvflorida.com	Email: Elliot.Mark@everbridge.com

14. MISCELLANEOUS

A. All services shall be performed by the Contractor to the satisfaction of the Division who shall decide all questions, difficulties and disputes of any nature in accordance with Section 9A that may arise under this Agreement, the prosecution and fulfillment of the services under it and the character, quality, and value thereof; and the decision upon all claims, questions and disputes shall be final and binding upon all parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and Amendments(s) shall be entered into by the parties in accordance with the changes.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Division at all times during the period of this Agreement and for five (5) years after completion of the work pursuant to this Agreement. Copies of these documents and records shall be furnished to the Division, its agents, employees or designee, including agents of other State agencies or the

Federal government upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Division for a proper audit of project costs.

C. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

D. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

E. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

F. Should a court determine any provision of this Agreement is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid.

G. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form(s) PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made part of the Agreement.

Otherwise, the Contractor is subject to the terms and conditions as outlined in Form PUR 1000, incorporated by reference and made part of this Agreement.

H. The Division may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background screen as determined by the Agency and conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Contractor. The Division may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background screening results.

I. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

J. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Division purchases are independent of the agreement between Division and the Contractor, and the Division shall not be a party to any transaction between the Contractor and any other purchaser.

As provided in Section 287.042(16)(a), Florida Statutes, other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

Memoranda of understanding entered into by the Division and other agencies or governmental entities pursuant to Contract Number 16-PG-F4-13-00-22-379 are hereby recognized under this Agreement. The Contractor agrees to continue to provide commodities or services to those entities consistent with the terms and conditions contained within this Agreement. The Contractor agrees to recognize future memoranda of understanding between the Division and other agencies or governmental entities, as long as any such agencies or entities have emergency public alerting authority and use the Division's Alert Florida portal to notify citizens of emergency situations that affects their community. Such state agencies and other entities are not authorized to use the Alert Florida portal for internal employee notifications. Any permitted memoranda of understanding will survive the expiration of this Agreement, provided the Division and Contractor enter into a subsequent Agreement upon its expiration.

K. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Division may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Agreement. The Division may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Division may solicit separate bidsto satisfy them.

L. The following exhibits are incorporated and made a part of this Agreement. In case of discrepancy in any of the provisions of these exhibits with this Agreement, the provisions of this Agreement shall govern. In case of discrepancy among the exhibits, the exhibits are listed in governing order asfollows:

- Exhibit 1 – Implementation of Scope of Work

- Exhibit A - Scope of Work
- Exhibit B - Exhibit B Price Sheet
- Exhibit C - Everbridge, Inc., GSA Approved End User License Agreement

M. Provide services in the Scope of Work (Exhibit A) to entities that may acquire services through Memoranda of Agreement executed under Section 14.J. of this Agreement or a successor Agreement. In addition, continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.

15. CONTRACT TERMS REQUIRED BY FEDERAL LAW.

A. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding , a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Copeland "Anti-Kickback" Act

1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours and Safety Standards. In accordance with 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

D. Clean Air Act and the Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

E. Suspension and Debarment.

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3) This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid

and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

By: _____

(Authorized Signature) (Date)

Jaime Ellertson

(Print/Type Name)

Title: Chairman and Chief Executive Officer

DIVISION OF EMERGENCY MANAGEMENT

By: _____ 6/26/19

(Authorized Signature) (Date)

Kevin Guthrie

(Print/Type Name)

Title: Deputy Director / SERT Chf.

Federal Tax ID# 26-2919312

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

   (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

   (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

   (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

   (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

   (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

   (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

   (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

   (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

   (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

    For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

    Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

    Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

    Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

    The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. **Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

    Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

    Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

    The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

    Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

    Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

    Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

    State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

Exhibit "1"
Implementation of Scope of Work
Florida Statewide Emergency Alert and Notification System

Statement of Purpose / Need
Florida Statutes Section 252.35(2)(a)6 requires The Florida Division of Emergency Management (FDEM) to "establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions."

FDEM has procured a vendor-hosted, "mass notification" system that will provide statewide alerts for imminent or sudden hazards through the use of: Voice telephone calls; Text messages; Emails; Social media; Push Notification; and, Telecommunications Device for the Deaf/Teletypewriter ("TDD/TTY"). The system must integrate with the following alert systems: The Emergency Alert System ("EAS")[1]; and, The Integrated Public Alert and Warning System ("IPAWS")[2]. The system must be able to be triggered by and send out in Common Alerting Protocol (CAP) Format. Additionally, the Everbridge system includes the capability to automatically disseminate weather warnings issued by the National Weather Service ("NWS"). Leveraging the Everbridge incident communications and scenarios module, jurisdictions can also communicate in multiple languages. The Everbridge system will be made available for FDEM, other state agencies with a public alerting responsibility for public warning through the Alert Florida portal (but only for emergency public alerting and not for internal employee usage for state agencies other than FDEM), Florida College System Institutions and State Universities as defined in 1000.21 Florida Statutes, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility.

Under the authority of the General Services Administration (GSA) Disaster Purchasing Program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

The Contract Manager for the Division will be
Andrew Sussman
Information and Technology Management
Florida Division of Emergency Management
850-815-4110
Andrew.Sussman@em.myflorida.com

[1] The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas.

[2] The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure that provides public safety officials with a way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

Background

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. As of 2016, FDEM and all counties possess a comprehensive, interoperable communication system that can alert the State's population (both permanent and transient) to the threat posed by an imminent or sudden emergency. The contract for FDEM, and participating political subdivisions under this system, will expire June 30, 2019.

All political subdivisions within the State possess emergency notification and alert systems, provided through the State's current contract or through an alternative system funded locally.

- FDEM assists political subdivisions that do not possess the financial resources to develop and/or maintain an emergency notification and alert system. As a result of these **funding gaps**, segments of the population who reside within the geographical boundaries of those political subdivisions may not have received adequate or effective warnings about imminent or sudden emergencies. The current state contract prevents this gap.
- For citizens who rely on cellular or smart phones for communication, no service provider can guarantee complete coverage throughout the entire State of Florida; hence, **coverage gaps** may inhibit FDEM's ability to communicate emergency notifications and alerts.
- Communication service providers may not possess the capacity to allow every customer in the network to receive or transmit messages at the same time; as a result, **capacity gaps** may delay emergency notifications and alerts that are time-sensitive.
- Not every person in the State of Florida speaks English as his or her primary language. Additionally, some communities within the State may not possess meaningful access to the communication systems that other individuals enjoy. Also, some visitors to the State may not communicate through common or traditional communication systems during their stay. Consequently, **socio-economic and cultural gaps** may limit the ability of FDEM to communicate emergency warnings to vulnerable populations.

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Agreement FDEM seeks to continue to maintain and enhance a baseline that has been created by procuring an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that previously inhibited FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies.

Scope of Work

The Vendor shall host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Task Section of the Scope of Work during the contract period. The Vendor will make the system available to FDEM, other

State Agencies through this Agreement, Florida College System Institutions and State Universities as defined in Florida Statutes Section 1000.21, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility. FDEM will maintain account control over the system and all other entities listed above will serve as administrators of the system and primary originators of messages.

Timeframe for bringing entities online:
Entities will be brought online in accordance with a project management plan to include onboarding and onsite training for new entities. 63 out of 67 counties are currently operational. The Everbridge Technical Account Manager will meet the onboarding needs of new jurisdictions.

System Elements and Sub-elements

1) **Levels of Access**
   At the Organization level, there are many roles. You have access to components of the system depending on your role. That is, the Everbridge Suite tabs available to you after you login are the ones in which you have permission to work. Default roles are:
   A. Organization Administrator—This administrator is responsible for an Everbridge Suite and/or Incident Management organization. Organization Administrators can access all functionality available to the organization (all Everbridge Suite and Incident Management tabs at the Organization level). Organization Administrators can perform actions within their own organizations, but not other organizations. They can add groups in their individual organizations.
   B. Group Manager—This administrator can manage and send notifications to predefined sets of contacts. Group Managers can access functionality at the Organization level to the following Everbridge Suite tabs: Dashboard, Universe, Notifications, Contacts, and Reports. Group Managers can perform actions within their own groups. A Group Manager cannot edit the organization settings.
   C. Dispatcher - Users of this role can manage and send notification templates, manage scheduled notifications, and manage active notifications. Dispatchers can access functionality at the Organization level to the following Everbridge Suite tabs: Dashboard, Universe, and Notifications.
   D. Data Manager—Users of this role can only manage contact records (add, edit, and remove). Data Managers can access functionality at the Organization level to the following Everbridge Suite tabs: Contacts and Reports.
   E. Mass Notification Operator—Users of this role can send predefined notification templates and can manage active notifications. Mass Notification Operators can access functionality at the Organization level to the following Everbridge Suite tabs: Notifications.
2) Incident Administrator—This administrator manages incident communication for the organization. Incident Administrators can access functionality at the Organization

level to the following tabs: Incidents, Dashboard, Contacts, and Reports. Incident Administrators can build incident templates, report on incidents and launch incident notifications inherit all permissions of the Incident Operator.

3) Incident Operators can launch and manage incidents.
4) Data Managers can create and administer groups, update and upload contacts.

2) System Requirements

The System shall include the following, requirements:

A. Provide statewide coverage to an unlimited number of recipients.

B. Be capable of sending mass notifications for multiple unique simultaneous events. The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, Really Simple Syndication (RSS), outbound Common Alerting Protocol format and social media (at a minimum Facebook and Twitter). The Vendor may provide other methods if capable. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (e.g., a SMS), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link via Twitter.

C. The system shall have the following levels of access: system administrator, jurisdiction/agency administrator, restricted user, message originator, and recipient. The system must allow each administrator and message originator to have a unique username and credential to access the site and launch notifications, at no additional cost. System shall have tiered administration to include state, county, city and jurisdiction/agency levels as defined in the contract. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators or message originators. The system must:

   1. Have the ability to offer single sign-on credentials
   2. Be able to remotely wipe an app/user

D. Allow administrators and jurisdiction/agency administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction/agency administrators shall be able to manage their own user groups. Jurisdiction/Agency administrators shall be able to create an unlimited number of message categories that recipients may subscribe to. The system must have the ability to:

   1. Send notifications to a minimum of 5 million contacts from within one account;
   2. Must use a combination of dedicated Public Switched Telephone Network (PSTN) telephony and on-demand VOIP for enhanced scalability. All PSTN lines must be owned by the Vendor to ensure control and capacity;
   3. Vendor must provide a delivery Service Level Agreement stipulating a minimum of 300,000 voice-based and 600,000 text-based messages per hour;

4. Must allow an administrative user to adjust and align message delivery to the capacity of the target phone networks to prevent system wide disruption during a large notification.
    a. Preferences must support the ability to define maximum number of simultaneous calls for multiple telephone networks within the same broadcast (i.e. 50 calls per minute to 555-123-xxxx and 100 calls per minute to 555-999-xxxx)
    b. Preferences are easily accessible from within the system's web user interface and require no vendor intervention for quick adjustments.

E. Be web-based and hosted on the Vendor's infrastructure, accessible from any internet connection and browser. The Vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The web-based system must be compatible with supported versions of industry standard browsers, at a minimum: Google Chrome, Apple Safari, and Mozilla Firefox. Message origination must be supported through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be "native" mobile device applications and not simply a "skin" that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future "in-app purchase" before installing the application. The system must have the ability to:
    1. Provide all notifications services through one user interface (UI), not multiple UI's.
    2. Post to multiple social channels from within the same notification.
    3. Message recipient to reply in full sentences and provide geo location.
    4. Message recipient to confirm receipt of message and stop notifications upon confirmation.
    5. Send follow up to existing notification recipients (i.e. confirmed, not confirmed) for polling.
    6. Create reports to show confirmation of receipt and not delivered.
    7. Publish to Google Alerts through Nixle channels.
    8. Shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The system must be able to be triggered from inbound Common Alert Protocol (CAP) format and push outbound in CAP format. The Vendor must be a FEMA IPAWS Alert Origination Software Provider. The system must have the ability to also test in a separate environment from live and require for IPAWS with separate private key and key store password.
    9. Stop a broadcast after being initiated. Ability to set a broadcast duration, whereas broadcast will automatically stop notifying contacts at a set time.

10. Contact API – Data Integration purposes only.

F. Have the ability to securely accept, upload, and utilize jurisdiction/agency-provided contact files (e.g., User Contact Data) and phone data at no additional cost. Duplicate contact paths are deduplicated in the system so that a delivery method is not attempted multiple times. Users can remove duplicate contact information, but Everbridge assumes no responsibility to remove contacts or edit duplicate delivery methods. Vendor will provide publicly available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user Annually in the month of July.

G. Provide a training/exercise mode which provides full functionality, but is separate from contact data in the "real-world" instances of the system.

H. Through Everbridge's custom reporting tools, jurisdictions/agencies have the ability to define reports without Vendor assistance and any jurisdiction/agency-defined report format to be generated again in the future. User must be able to customize and can be utilized within the web interface. Reports can be exported in pdf or .csv file format. The number of report shall be unlimited. The system must have the reporting ability to:
    1. Show notification confirmation of receipt minute by minute, and not delivered.
    2. Produce custom reports using all application data including:
        a. Recipient information, distribution group information, call summary, message information and all other fields available in the database.
        b. Allow the user to choose the fields for the report.
        c. Maintain a customized report library where users can save an unlimited number of reports.
        d. Ability to export report data in CSV or PDF format.

I. Allow for the creation and storage of pre-scripted and editable templates and audio and text messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction/agency administrators and message originators to edit pre-scripted messages and scenarios as needed.

J. Capable of voice recording by jurisdiction/agency administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-speech must be reviewable as part of message origination workflow before message transmission.

K. Allow for web-based access for recipients any participating jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information.

L. Allow the public to opt in to the system by registering phone numbers, SMS numbers, and email addresses. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action. The system must have the ability to:
    1. Register all opt-in contacts locally and seamlessly roll up to

agency, city, county and state level accounts in real time (no delay between registration at local level and contact populating in County and State Account).

2. Notify special event attendees, seasonal visitors, or tourists with a simple key word to text and opt-in.
3. Allow jurisdiction/agency users to download all contacts from system at any time.
4. Pursuant to Section 119.071(5)(j), Florida Statutes, contacts in this system is exempt from disclosure. The log in page of any entity can be configured to display the following text: According to Section 119.071(5)(j), Florida Statutes, "Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to information held by an agency before, on, or after the effective date of this exemption."
5. Have internal employee contacts in a different environment from public contacts to avoid the potential of sending internal notifications to public contacts.

M. Allow jurisdiction/agency administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.

N. Have the ability for recipients to identify a preferred language. The system shall support messages in multiple languages. The system shall use Google translate or a Vendor-supported capability that is better than Google Translate. The system shall allow administrators to select the languages with which they would like to communicate; at a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall also allow for web-based access for recipients to a jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in the aforementioned languages.

O. Allow citizens to register a minimum of two (2) location points in their recipient profile (e.g., home, school, work) unless the jurisdiction/agency requests only one location point. The system shall provide all of the following methods for recipient registration:
    1. Automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient's profile. This can be accomplished through point to address geo location.
    2. Provide the ability for recipients to manually input latitude/longitude (e.g., decimal degrees and United States National Grid.)
    3. The ability for recipients to access a graphical user interface where they can view their location on a map and select point.
    4. Allow jurisdiction/agency administrators to view all geocoded contacts

on a map. Must be able to support single closed looped polygon alerting to contacts.

5. Define an area(s) or zone(s) where people utilizing the system app will receive a push notification when entering or within the designated zone regardless if they're signed up for the jurisdiction's/agency's system.
6. Allow custom alert tones for emergency notifications on the user's app.

P. Be able to support a minimum of 3 telephone numbers, 3 SMS numbers, 3 physical addresses, and 3 email addresses per recipient; unless a jurisdiction/agency prefers only 1 telephone number, 1 SMS number, 1 physical address, and 1 email address per recipient.

Q. Adhere to the "Common Alerting Protocol" (CAP) standard specified by FEMA to include inbound/outbound CAP Format via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.

R. Support automatically adding and removing recipients at the jurisdiction/agency-level from static and dynamic groups without vendor assistance. System will allow for jurisdiction/agency level scheduled automated contact file uploads to utilize information.

S. Have the inherent capability to immediately import and export recipient group and sub-group data without vendor assistance.

T. Be capable of accepting, via secured web upload, jurisdictional supplied phone data and mapping updates at no additional cost.

U. Be capable of managing special databases, such as a special needs registry, with all the same functionality as other contact databases and must also allow permissions on managing data and notifications to be set for various users. There is an overall level for the manager(s) of the registry, and sub level(s) for managers of groups, such as the ability for a home healthcare organization to manage their registrant information without seeing other registrants which are not under their care in the system. These positions can also be given or restricted from the ability to send notifications. If they are allowed to send notifications, there must be an ability for them to set a phone number for call back that does not default to the phone number used for notifications from the jurisdiction/agency over the system. Administrators can add additional information questions to registration without assistance from vendor.

3) Geographical Information System Requirements

The System shall include the following GIS requirements:

A. System shall offer GIS functionality of administrator-drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction/Agency administrators shall be able to choose to use the system's GIS functionality or to import local GIS shapefiles.

B. System shall support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.

C. System shall allow for a search of the recipient database using any of the fields contained in the database.

D. System shall support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.
E. System shall include the ability to resize, modify, and rotate the shapes after initial drawing or placement.
F. System shall include the ability to drag and drop the shapes to a different location on the map.
G. System shall include the ability to create both inclusion and exclusion polygons.
H. System shall display the number of recipients included within a selected region.

4) Notification Requirements

The System shall include the following notification requirements:

A. Use of the system shall not be governed by number of minutes, messages, increments, or credits. System shall accomplish mass notification of the public via phone (landline, VOIP, and wireless), Native SMS via SMPP messaging, email, really simple syndication (RSS), Push Notification, and Social Media. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a SMS) the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
B. All text/SMS messaging shall be Short Message Peer-to-Peer (SMPP) messaging via cellular network gateway providers. Delivery of IPAWs/Cell Broadcast messaging shall be CAP compliant pushed to the defined cellular network platform/gateway. To reduce the possibility of notification messages being handled as spam, the Vendor must have an established SMPP short code that it whitelisted with the major US commercial cellular carriers (at minimum Verizon, T-Mobile, Sprint, and AT&T). SMTP text messaging, or any portion of the user profile that requires a user to specify their mobile carrier, does not meet this requirement.
C. Be able to launch automated weather alerts for specified Watch, Warning, or Advisory products generated by the National Weather Service. These alerts must be based on the Latitude/Longitude Polygon box provided by the National Weather Service to retain the geographic specificity intended by the issuing Weather Forecast Office, such as a river basin or Storm-Based warning. Weather alerting based on county name or zip code does not meet this requirement. The National Weather Service is the only recognized alerting authority for this requirement.
D. Be accessed by message originator for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone, to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
E. Enable message originators to specify whether recipients must

acknowledge human receipt of a message. If confirmed receipts are requested, the system must continue trying to reach the recipient until positive confirmation has been received with human acknowledgement. Once acknowledgement has been received, the system will cease all further attempts to reach that recipient.

F. Allow message originators to enable a timeout option for notifications, at which time notification attempts will cease, even if a user has not been successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.
G. Allow jurisdiction/agency administrators to use a system default or create a jurisdiction/agency level caller ID and jurisdictional display name email address to outgoing notification recipients.
H. Allow outgoing notification messages to contain photo, video, and audio attachments and links with a maximum size of 2 MB.
I. System shall be Americans with Disabilities Act (ADA) compliant for photo, video, and audio attachments and links, to include TDD/TTY capability.
J. Provide online real time reports detailing success, failure, and display call results to include not connected. These reports shall be customizable per jurisdiction/agency administrator.
K. Be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
L. Allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific areas, area codes, and prefixes so as to not overwhelm a telephone exchange for a given area.
M. Vendor must be capable of monitoring delivery performance and automatically increasing system capacity on demand as Vendor doesn't control carrier infrastructure.
N. When Vendor is periodically enhancing their system capacity clients must experience no downtime impact during capacity enhancements.
O. Vendor must be capable of simulating system performance tests:
    1. Performance tests must support real-life simulations including, but not limited to, percentage of confirmed calls in the first attempt and the ability to customize broadcast setting and delivery contact paths.
    2. Simulation test calls must not be placed to invalid (555-XXXX) phone numbers.

5) Security Requirements

The System shall include the following security requirements:

A. Require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
    1. Minimum of 12 character passwords
    2. Maximum of 15 characters
    3. Combination of upper and lower case letters

4. Allow for numeric and common symbols (e.g., ! @#$%^&*)

B. Encrypt data at rest and in transit.
C. Lockout accounts after 5 failed login attempts.
D. Allow 24 password generations. Meaning user must use 24 unique passwords before they can reuse the first password.
E. Allow customizable password expiration of 90, 180, 365 and never for the account and configurable session timeouts of 15, 30, 45 minutes and in 1 hour increments up to 12 hours.
F. Create an auditable event log for all account actions to be accessible by system administrator.
G. System data centers shall reside in the United States.
H. Have the option to require a PIN to receive message for internal employee notifications.
I. System shall be Department of Homeland Security (DHS) Safety Act Certified as a Qualified Anti-Terrorism Technology and provide proof of certification. https://www.dhs.gov/publication/safety-act-liability-protection
J. System must be Service Organization Control (SOC3) compliant or better. Proof of compliance is required.
K. System must be Federal Risk and Authorization Management Program (FedRAMP) compliant, or working towards compliance by July 1, 2019. Proof of compliance or proof that compliance will be met by July 1 is required.

6) Support Requirements

The System shall include the following support requirements:

A. The Vendor shall provide 24/7/365 employee staffed technical support helpdesk assistance via telephone and internet support for the application's users at all levels, reachable by telephone or email and internet, and with sufficient resources to respond to assistance requests. Support is available 24/7 by phone. Helpdesk assistance must be available in multiple languages and via TTY and cannot be "on-call." Helpdesk assistance must be in-house; no third-party Vendors to be used.
B. In addition to helpdesk support, the Vendor will provide a representative who resides in the State of Florida to assist with technical support during times of emergencies and critical events, and testing for such events, at any jurisdictional/agency level to expedite assistance in meeting the needs of the jurisdictions/agencies within the bounds of the Scope of Work. The representative must be reachable via phone and email, and have connectivity to send messages on behalf of a jurisdiction/agency when requested.
C. The Vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction/agency administrators if connectivity with the system is lost.
D. The Vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
E. The system will provide online user help and assistance. Online help will

consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (e.g., screen-within-a-screen). Training for system use must be web-based.

F. The annual maintenance agreement will include Vendor maintenance, and support shall include all applicable patches released, including for any third-party system components.
G. The jurisdiction supplied data, including opt-in or jurisdiction/agency-supplied, remains the property of the jurisdiction/agency and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions/agencies upon termination of the contract. Data shall only be used by the Vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented or given to any third party.
H. The Vendor shall conduct at least one webinar training a month, available to any administrator of the system, during the contract period if requested.
I. Where requested by an eligible jurisdiction/agency, Vendor will support a minimum two-day onsite training and onboarding for new Jurisdictions.

Tasks:
The Vendor shall complete the following:

1. Deliver a system that satisfies all of the System Requirements, Geographical Information System Requirements, Notification Requirements, Security Requirements, and Support Requirements outlined in this Scope of Work addendum.
2. Host and maintain the emergency alert and notification system that shall continue to meet the requirements outlined in the Scope of Work for the duration of the contract period.
3. Continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.
4. Provide services in this Scope of Work to entities that may acquire services through Memoranda of Agreement executed under this Agreement.

Deliverables
No later than the 20th calendar day of each month, the Vendor shall provide an invoice for payment to the Contract Manager via email, along with a report documenting the usage and work performed (in a format approved by the Contract Manager), that at a minimum contains the following:

- The number of broadcast notifications sent;
- The number of recipients who received notifications;
- The number of messages sent to broadcast the notifications;
- The number of business and residential contacts including VOIP, and any increases;
- The number of contacts subscribed to the system; and
- The name and number of jurisdictions/agencies using the system.

Period of Performance
July 1, 2019 through June 30, 2024.

Method of Compensation
It is anticipated that the Division will issue one (1) five-year fixed price Contract to the awarded Vendor. The Contract price is all inclusive and the Division will not compensate or reimburse the Contractor any other amounts related to Contract performance. The Division will pay the contractor one advance payment annually (per invoice) in July of each year during the term in the amount of $2.500.000.00 and, based on the Deliverables, the amount of $83,333.33 on a monthly basis, minus any amounts due to the Division for financial consequences (see below).

Invoice Requirements
In accordance with Florida Statutes Section 287.058(1)(a), the Contractor will provide the Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to the Division's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:
https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

To be payable, invoices shall:

- Include, at a minimum: the invoice number, invoice date, Contract Number, deliverable reference number and description, remit address, current invoice amount, cumulative amount invoiced to date, and a certifying signature. Payment shall be made in accordance with Florida Statutes Sections. 215.422 and 287.0585, which govern time limits for payment of invoices;
- Include a signature approval from the Contractor. The invoices shall be accompanied by a monthly report specifying the tasks and activities performed; and,
- Invoices must be accepted and approved by the Division.

Financial Consequences Triggers
Financial consequences shall be assessed for contract non-compliance or non-performance. Other than for reasons described in Section 9.E in the Agreement, the Contractor shall reimburse the Division $100 for every five (5) minute period that the Division and its authorized users are unable to access the platform, after an initial grace period of fifteen (15) minutes and up to a maximum of $10,000 per occurrence.

Exhibit "A"
Scope of Work
Florida Statewide Emergency Alert and Notification System

Statement of Purpose / Need
Florida Statutes Section 252.35(2)(a)6 requires The Florida Division of Emergency Management (FDEM) to "establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions."

FDEM seeks to procure a vendor-hosted, "mass notification" system that will provide statewide alerts for imminent or sudden hazards through the use of: Voice telephone calls; Text messages; Emails; Social media; Push Notification; and, Telecommunications Device for the Deaf/Teletypewriter ("TDD/TTY"). The system must integrate with the following alert systems: The Emergency Alert System ("EAS")[1]; and, The Integrated Public Alert and Warning System ("IPAWS")[2]. The system must be able to be triggered by and send out in Common Alerting Protocol (CAP) Format. Additionally, the system must include the capability to: Automatically disseminate weather warnings issued by the National Weather Service ("NWS"); and, Communicate in multiple languages. The system will be made available for FDEM, other state agencies with a public alerting responsibility, Florida College System Institutions and State Universities as defined in 1000.21 Florida Statutes, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility.

Under the authority of the General Services Administration (GSA) Disaster Purchasing Program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

The Contract Manager for the Division will be
Andrew Sussman
Information and Technology Management
Florida Division of Emergency Management
850-815-4110
Andrew.Sussman@em.myflorida.com

[1] The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas.

[2] The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure that provides public safety officials with a way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

Background

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. As of 2016, FDEM and all counties possess a comprehensive, interoperable communication system that can alert the State's population (both permanent and transient) to the threat posed by an imminent or sudden emergency. The contract for FDEM, and participating political subdivisions under this system, will expire June 30, 2019.

All political subdivisions within the State possess emergency notification and alert systems, provided through the State's current contract or through an alternative system funded locally.

- FDEM assists political subdivisions that do not possess the financial resources to develop and/or maintain an emergency notification and alert system. As a result of these **funding gaps**, segments of the population who reside within the geographical boundaries of those political subdivisions may not have received adequate or effective warnings about imminent or sudden emergencies. The current state contract prevents this gap.
- For citizens who rely on cellular or smart phones for communication, no service provider can guarantee complete coverage throughout the entire State of Florida; hence, **coverage gaps** may inhibit FDEM's ability to communicate emergency notifications and alerts.
- Communication service providers may not possess the capacity to allow every customer in the network to receive or transmit messages at the same time; as a result, **capacity gaps** may delay emergency notifications and alerts that are time-sensitive.
- Not every person in the State of Florida speaks English as his or her primary language. Additionally, some communities within the State may not possess meaningful access to the communication systems that other individuals enjoy. Also, some visitors to the State may not communicate through common or traditional communication systems during their stay. Consequently, **socio-economic and cultural gaps** may limit the ability of FDEM to communicate emergency warnings to vulnerable populations.

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Request for Quote ("RFQ"), FDEM seeks to continue to maintain and enhance a baseline that has been created by procuring an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that previously inhibited FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies.

Scope of Work

The Vendor shall host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Task Section of the Scope of Work during the contract period. The Vendor will make the system available to FDEM, other

State Agencies with a public alerting responsibility, Florida College System Institutions and State Universities as defined in Florida Statutes Section 1000.21, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility. FDEM will maintain account control over the system and all other entities listed above will serve as administrators of the system and primary originators of messages.

Timeframe for bringing entities online:
The current contract that ends June 30, 2019 will have approximately 63 out of 67 counties and over 200 political subdivisions with the current vendor. Respondents shall propose a timeframe needed to bring those entities up to full usage and statewide current capacity during the term of this agreement, which will begin on July 1, 2019 and end on June 30, 2024.

Indicate how many employees you will dedicate to this contract under the proposed funding of $3.5 million annually where a minimum 2-day onsite training and assistance with the onboarding may be requested by jurisdictions/agencies eligible to be a part of this agreement.

System Elements and Sub-elements

1) **Levels of Access**
   The system shall have the following levels of access by definition:
   A. **System Administrator:** Individuals at the state level that perform account administration and oversight activities, to include creating new jurisdiction-level accounts and monitoring system usage across all lower accounts.
   B. **Jurisdiction/Agency Administrator:** Primary user for the jurisdiction/agency, able to create and manage message originator accounts and recipient contact data sources within the jurisdiction's/agency's segment of the system. Also performs the functions of a message originator.
   C. **Restricted User:** An individual authorized to use only portions or certain levels of the system as approved by the Jurisdiction/Agency Administrator.
   D. **Message Originator:** An individual authorized to initiate a notification message and monitor the status of other notifications originated within the jurisdiction/agency.
   E. **Recipient:** An end-user contact in the jurisdiction's/agency's account; someone who receives a notification. Recipient information maintained in this system is owned by the local and state jurisdiction/agency.

2) **System Requirements**
   The System shall include the following, requirements:
   A. Provide statewide coverage to an unlimited number of recipients.
   B. Be capable of sending mass notifications for multiple unique simultaneous events. The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, Really Simple Syndication (RSS), outbound Common

Alerting Protocol format and social media (at a minimum Facebook and Twitter). The Vendor may provide other methods if capable. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (e.g., a SMS), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.

C. The system shall have the following levels of access: system administrator, jurisdiction/agency administrator, restricted user, message originator, and recipient. The system must allow each administrator and message originator to have a unique username and credential to access the site and launch notifications, at no additional cost. System shall have tiered administration to include state, county, city and jurisdiction/agency levels as defined in the contract. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators or message originators. The system must:
    1. Have the ability to offer single sign-on credentials
    2. Be able to remotely wipe an app/user
D. Allow administrators and jurisdiction/agency administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction/agency administrators shall be able to manage their own user groups. Jurisdiction/Agency administrators shall be able to create an unlimited number of message categories that recipients may subscribe to. The system must have the ability to:
    1. Send notifications to a minimum of 5 million contacts from within one account;
    2. Must use a combination of dedicated Public Switched Telephone Network (PSTN) telephony and on-demand VOIP for enhanced scalability. All PSTN lines must be owned by the Vendor to ensure control and capacity;
    3. Vendor must provide a delivery Service Level Agreement stipulating a minimum of 300,000 voice-based and 600,000 text-based messages per hour;
    4. Must allow an administrative user to adjust and align message delivery to the capacity of the target phone networks to prevent system wide disruption during a large notification.
        a. Preferences must support the ability to define maximum number of simultaneous calls for multiple telephone networks within the same broadcast (i.e. 50 calls per minute to 555-123-xxxx and 100 calls per minute to 555-999-xxxx)
        b. Preferences are easily accessible from within the system's web user interface and require no vendor intervention for quick adjustments.
E. Be web-based and hosted on the Vendor's infrastructure, accessible from any internet connection and browser. The Vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The

web-based system must be compatible with supported versions of industry standard browsers, at a minimum: Internet Explorer, Google Chrome, Apple Safari, and Mozilla Firefox. Message origination must be supported through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be "native" mobile device applications and not simply a "skin" that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future "in-app purchase" before installing the application. The system must have the ability to:

1. Provide all notifications services through one user interface (UI), not multiple UI's.
2. Post to multiple social channels from within the same notification.
3. Message recipient to reply in full sentences and provide geo location.
4. Message recipient to confirm receipt of message and stop notifications upon confirmation.
5. Send follow up to existing notification recipients (i.e. confirmed, not confirmed) for polling.
6. Create reports to show confirmation of receipt and not delivered.
7. Publish to Google Alerts.
8. Shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The system must be able to be triggered from inbound Common Alert Protocol (CAP) format and push outbound in CAP format. The Vendor must be a FEMA IPAWS Alert Origination Software Provider. The system must have the ability to also test in a separate environment from live and require for IPAWS with separate private key and key store password.
9. Stop a broadcast after being initiated. Ability to set a broadcast duration, whereas broadcast will automatically stop notifying contacts at a set time.
10. Allow for application programming interface (API) functionality for third-party applications for all entities that become part of this agreement upon request.

F. Have the ability to securely accept, upload, and utilize jurisdiction/agency-provided contact files (e.g., User Contact Data) and phone data at no additional cost, and be able to scrub duplicate information, preferably within the system. Vendor will provide publically available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user accounts.
G. Provide a training/exercise mode which provides full functionality, but is separate from contact data in the "real-world" instances of the system.
H. Contain a reporting tool, with the ability for jurisdictions/agencies to define reports without Vendor assistance and any jurisdiction/agency-defined report

format to be generated again in the future. User must be able to customize and can be utilized within the web interface. Exporting into an Excel or .csv file as ONLY option in order to customize the report is NOT acceptable. The number of report formats shall be unlimited. The system shall allow for the export of any data in standard delimited format and pdf. The system must have the reporting ability to:

1. Show notification confirmation of receipt minute by minute, and not delivered.
2. Produce custom reports using all application data including:
    a. Recipient information, distribution group information, call summary, message information and all other fields available in the database.
    b. Allow the user to choose the fields for the report.
    c. Maintain a customized report library where users can save an unlimited number of reports.
    d. Ability to export report data in CSV or PDF format.

I. Allow for the creation and storage of pre-scripted and editable templates and audio and text messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction/agency administrators and message originators to edit pre-scripted messages and scenarios as needed.

J. Capable of voice recording by jurisdiction/agency administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-speech must be reviewable as part of message origination workflow before message transmission.

K. Allow for web-based access for recipients any participating jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. Vendor will provide publically available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user accounts.

L. Allow the public to opt in to the system by registering phone numbers, SMS/MMS numbers, and email addresses. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action. The system must have the ability to:

1. Register all opt-in contacts locally and seamlessly roll up to agency, city, county and state level accounts in real time (no delay between registration at local level and contact populating in County and State Account).
2. Notify special event attendees, seasonal visitors, or tourists with a simple key word to text and opt-in.
3. Allow jurisdiction/agency users to download all contacts from system at any time. When a jurisdiction/agency downloads contacts from a system at any time, a message will prompt to notify Florida users of the following statute: Section 119.071 (5)(j) General exemptions from

inspection or copying of public records.—j) Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to information held by an agency before, on, or after the effective date of this exemption.

4. Have internal employee contacts in a different environment from public contacts to avoid the potential of sending internal notifications to public contacts.

M. Allow jurisdiction/agency administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.

N. Have the ability for recipients to identify a preferred language. The system shall support messages in multiple languages. The system shall use Google translate or a Vendor-supported capability that is better than Google Translate. The system shall allow administrators to select the languages with which they would like to communicate; at a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall also allow for web-based access for recipients to a jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in the aforementioned languages.

O. Allow citizens to register a minimum of two (2) location points in their recipient profile (e.g., home, school, work) unless the jurisdiction/agency requests only one location point. The system shall provide all of the following methods for recipient registration:

1. Automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient's profile.
2. Provide the ability for recipients to manually input latitude/longitude (e.g., decimal degrees and United States National Grid.)
3. The ability for recipients to access a graphical user interface where they can view their location on a map and select point.
4. Allow jurisdiction/agency administrators to view all geocoded contacts on a map. Must be able to support multiple types of polygons alerting to contacts.
5. Define an area(s) or zone(s) where people utilizing the system app will receive a push notification when entering or within the designated zone regardless if they're signed up for the jurisdiction's/agency's system.
6. Allow custom alert tones for emergency notifications on the user's app.

P. Be able to support a minimum of 3 telephone numbers, 3 SMS numbers, 3 physical addresses, and 3 email addresses per recipient; unless a jurisdiction/agency prefers only 1 telephone number, 1 SMS number, 1 physical address, and 1 email address per recipient.

Q. Adhere to the "Common Alerting Protocol" (CAP) standard specified by

FEMA to include inbound/outbound CAP Format via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.

R. Support automatically adding and removing recipients at the jurisdiction/agency-level from static and dynamic groups without vendor assistance. System will allow for jurisdiction/agency level scheduled automated contact file uploads to utilize information.
S. Have the inherent capability to immediately import and export recipient group and sub-group data without vendor assistance.
T. Be capable of accepting, via secured web upload, phone data and mapping updates at no additional cost.
U. Be capable of managing special databases, such as a special needs registry, with all the same functionality as other contact databases and must also allow permissions on managing data and notifications to be set for various users. There is an overall level for the manager(s) of the registry, and sub level(s) for managers of groups, such as the ability for a home healthcare organization to manage their registrant information without seeing other registrants which are not under their care in the system. These positions can also be given or restricted from the ability to send notifications. If they are allowed to send notifications, there must be an ability for them to set a phone number for call back that does not default to the phone number used for notifications from the jurisdiction/agency over the system. Administrators can add additional information questions to registration without assistance from vendor.

3) Geographical Information System Requirements

The System shall include the following GIS requirements:

A. Offer GIS functionality of administrator-drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction/Agency administrators shall be able to choose to use the system's GIS functionality or to import local GIS shapefiles.
B. Support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.
C. Offer local GIS geocoding capability. The ability for local import of an address locator so that this locator can geocode against uploaded data and be capable of producing a downloadable geocoding report shall list the addresses which were geocoded correctly and which addresses failed the geocoding process.
D. System must be ArcGIS Server compatible and allow users to import custom maps, shapes, and layers from local servers.
E. Allow for a search of the recipient database using any of the fields contained in the database.
F. Support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.
G. Include the ability to resize, modify, and rotate the shapes after initial drawing or placement.

H. Include the ability to drag and drop the shapes to a different location on the map.
I. Include the ability to create both inclusion and exclusion polygons.
J. Display the number of recipients included within a selected region.

4) Notification Requirements

The System shall include the following notification requirements:

A. Use of the system shall not be governed by number of minutes, messages, increments, or credits. System shall accomplish mass notification of the public via phone (landline, VOIP, and wireless), Native SMS via SMPP and MMS messaging, email, really simple syndication (RSS), Push Notification, and Social Media. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a SMS) the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
B. All text/SMS messaging shall be Short Message Peer-to-Peer (SMPP) messaging via cellular network gateway providers. Delivery of IPAWs/Cell Broadcast messaging shall be CAP compliant pushed to the defined cellular network platform/gateway. To reduce the possibility of notification messages being handled as spam, the Vendor must have an established SMPP short code that it whitelisted with the major US commercial cellular carriers (at minimum Verizon, T-Mobile, Sprint, and AT&T). SMTP text messaging, or any portion of the user profile that requires a user to specify their mobile carrier, does not meet this requirement.
C. Be able to launch automated weather alerts for specified Watch, Warning, or Advisory products generated by the National Weather Service. These alerts must be based on the Latitude/Longitude Polygon box provided by the National Weather Service to retain the geographic specificity intended by the issuing Weather Forecast Office, such as a river basin or Storm-Based warning. Weather alerting based on county name or zip code does not meet this requirement. The National Weather Service is the only recognized alerting authority for this requirement.
D. Be accessed by message originator for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone, to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
E. Enable message originators to specify whether recipients must acknowledge human receipt of a message. If confirmed receipts are requested, the system must continue trying to reach the recipient until positive confirmation has been received with human acknowledgement. Once acknowledgement has been received, the system will cease all further attempts to reach that recipient.
F. Allow message originators to enable a timeout option for notifications, at which time notification attempts will cease, even if a user has not been

successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.

G. Allow jurisdiction/agency administrators to use a system default or create a jurisdiction/agency level caller ID and sent-from email address to outgoing notification recipients.
H. Allow outgoing notification messages to contain photo, video, and audio attachments and links.
I. System shall be Americans with Disabilities Act (ADA) compliant for photo, video, and audio attachments and links, to include TDD/TTY capability.
J. Provide online real time reports detailing success, failure, and reason for failure. These reports shall be customizable per jurisdiction/agency administrator.
K. Be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
L. Allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific areas, area codes, and prefixes so as to not overwhelm a telephone exchange for a given area.
M. Allow for "auto call throttling" capability. At a minimum, Vendor must provide a real-time demonstration of the technology, accompanied by reports, that prove how the system automatically adjusts calls during network congestion, the success rates, retries to unsuccessful calls, network capacity reports, and final call completion success rates.
N. Vendor must be capable of monitoring delivery performance and automatically increasing system capacity on demand to avoid long broadcast delays.
O. When Vendor is periodically enhancing their system capacity clients must experience no downtime impact during capacity enhancements.
P. Vendor must be capable of simulating system performance tests:
    1. Performance tests must support real-life simulations including, but not limited to, percentage of confirmed calls in the first attempt and the ability to customize broadcast setting and delivery contact paths.
    2. Simulation test calls must not be placed to invalid (555-XXXX) phone numbers.

5) Security Requirements

The System shall include the following security requirements:

A. Require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
    1. Minimum of 12 character passwords
    2. Maximum of 15 characters
    3. Combination of upper and lower case letters
    4. Allow for numeric and common symbols (e.g., ! @#$%^&*)
B. Encrypt data at rest and in transit.

C. Lockout accounts after 3 failed login attempts.
D. Allow 24 password generations. Meaning user must use 24 unique passwords before they can reuse the first password.
E. Allow customizable password expiration for the account and configurable session timeouts.
F. Create an auditable event log for all account actions to be accessible by system administrator.
G. System data centers shall reside in the United States.
H. Have the option to require a PIN to receive message for internal employee notifications.
I. System shall be Department of Homeland Security (DHS) Safety Act Certified as a Qualified Anti-Terrorism Technology and provide proof of certification. https://www.dhs.gov/publication/safety-act-liability-protection
J. System must be Service Organization Control (SOC3) compliant or better. Proof of compliance is required.
K. System must be Federal Risk and Authorization Management Program (FedRAMP) compliant, or working towards compliance by July 1, 2019. Proof of compliance or proof that compliance will be met by July 1 is required.

6) Support Requirements

The System shall include the following support requirements:

A. The Vendor shall provide 24/7/365 employee staffed technical support helpdesk assistance via telephone and internet support for the application's users at all levels, reachable by telephone or email and internet, and with sufficient resources to respond to assistance requests within 30 minutes. Helpdesk assistance must be available in multiple languages and via TTY and cannot be "on-call." Helpdesk assistance must be in-house; no third-party Vendors to be used.
B. In addition to helpdesk support, the Vendor will provide a representative who resides in the State of Florida to assist with technical support during times of emergencies and critical events, and testing for such events, at any jurisdictional/agency level to expedite assistance in meeting the needs of the jurisdictions/agencies within the bounds of the Scope of Work. The representative must be reachable via phone and email, and have connectivity to send messages on behalf of a jurisdiction/agency when requested.
C. The Vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction/agency administrators if connectivity with the system is lost.
D. The Vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
E. The system will provide online user help and assistance. Online help will consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (e.g., screen-within-a-screen). Training for system use must be web-based.

F. The annual maintenance agreement will include Vendor maintenance, and support shall include all applicable patches released, including for any third-party system components.
G. There must be a 9-month period to test system functionality to allow for the event that users determine additional requirements or fixes to fulfill the intended and needed use of the system. The Vendor will meet these needs if they are determined within the testing period.
H. The system's recipient data, including opt-in or jurisdiction/agency-supplied, remains the property of the jurisdiction/agency and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions/agencies upon termination of the contract. Data shall only be used by the Vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented or given to any third party.
I. The Vendor shall conduct at least one webinar training a month, available to any administrator of the system, during the contract period if requested.
J. Where requested by an eligible jurisdiction/agency, Vendor will support a minimum two-day onsite training and onboarding for new users.

Tasks:
The Vendor shall complete the following:

1. Deliver a system that satisfies all of the System Requirements, Geographical Information System Requirements, Notification Requirements, Security Requirements, and Support Requirements outlined in the Scope of Work above by July 1, 2019.
2. In a test environment within the Vendor's system, Vendor will conduct a jurisdiction/agency-level (per FDEM direction) notification test using telephone, SMS, and email by no later than July 30, 2019
3. Host and maintain the emergency alert and notification system that shall continue to meet the requirements outlined in the Scope of Work for the duration of the contract period.
4. Continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.
5. Provide services in this Scope of Work to entities that may acquire services through Memoranda of Agreement executed under this Agreement.

Deliverables
No later than the 20th calendar day of each month, the Vendor shall provide an invoice for payment to the Contract Manager via email, along with a report documenting the usage and work performed (in a format approved by the Contract Manager), that at a minimum contains the following:

- The number of broadcast notifications sent;
- The number of recipients who received notifications;
- The number of messages sent to broadcast the notifications;
- The number of business and residential contacts including VOIP, and any

increases;
- The number of contacts subscribed to the system;
- The name and number of jurisdictions/agencies using the system; and,
- Any issues or problems, including, but not limited to, the items in the Financial Consequences section regarding System uptime, System Performance, Catastrophic System Failure Recovery Time, and High Priority Issues that arose during that month, the duration of the issue or problem, the jurisdictions/agencies impacted, and the resolution or corrective action taken.

Period of Performance
July 1, 2019 through June 30, 2024.

Method of Compensation
It is anticipated that the Division will issue one (1) five-year fixed price Contract to the awarded Vendor. The Contract price is all inclusive and the Division will not compensate or reimburse the Contractor any other amounts related to Contract performance. The Division will pay the contractor one advance payment annually (per invoice) in July of each year during the term in the amount of $2.500.000.00 and, based on the Deliverables, the amount of $83,333.33 on a monthly basis, minus any amounts due to the Division for financial consequences (see below).

Invoice Requirements
In accordance with Florida Statutes Section 287.058(1)(a), the Contractor will provide the Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to the Division's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:
https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

To be payable, invoices shall:
- Include, at a minimum: the invoice number, invoice date, Contract Number, deliverable reference number and description, remit address, current invoice amount, cumulative amount invoiced to date, and a certifying signature. Payment shall be made in accordance with Florida Statutes Sections. 215.422 and 287.0585, which govern time limits for payment of invoices;
- Include a signature approval from the Contractor. The invoices shall be accompanied by a monthly report specifying the tasks and activities performed; and,
- Invoices must be accepted and approved by the Division.

Financial Consequences Triggers
Financial consequences shall be assessed for contract non-compliance or non-performance. The table below describes the financial consequence triggers.

Before submitting an invoice, the Contractor shall deduct financial consequences or

liquidated damages due. The Division's Contract Manager will notify the Contractor of the Division's intent to deduct financial consequences pursuant to the applicable contract provision. Failure by the Division to notify the Contractor for any financial consequences shall not relieve the Contractor from such obligations. The Division shall only pay the Contractor for documented services delivered and approved by the Contract Manager.

Financial Consequences Triggers

Description	Amount	Financial Consequences Trigger
System Uptime	$250 per day	System is down and unavailable for over 30 minutes in a 24-hour period.
System Performance	$250 per day	System falls below guaranteed system performance levels for over three consecutive days, not including state observed holidays. Upon triggering, financial consequences are retroactive to day one.
Catastrophic System Failure Recovery Time	$500 per day	Following a catastrophic failure, system is not available in the time stated in the SLA.
High Priority Issues	$250 per day	Issue not resolved to the Division's satisfaction per the Service Level Agreement (SLA) for three occurrences during a calendar month.

Financial Consequences for Non-Performance
If the Vendor fails to provide the monthly report in the timeframe, and as required by the Deliverable section above, the Division shall impose a financial consequence, reducing the total monthly invoice amount equal to 1% for each day the report is late or missing information. The Vendor shall not be liable for delays directly caused by the Division.

Exhibit B
Price Sheet
RFQ-DEM-18-19-021
Florida Statewide Emergency Alert and Notification System

Deliver, host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Scope of Work during the contract period.

Annual fee $ 3,500,000.00

Total Pricing for 5 years through June 30, 2024. $ 17,500.000.00

The criteria for price evaluation shall be based upon the following formula:
(Low Price/Proposer's Price) x Price Points = Proposer's Awarded Points

***Monthly invoice amount to be determined with awarded Vendor**

Professional Services: Using a separate sheet, the Vendor shall provide position title(s), position descriptions and hourly rate(s) for professional services that MAY be used for jurisdictions/agencies to receive additional customization ABOVE AND BEYOND the Division's technical requirements in this scope. These rates will not be scored and do not count as part of the price points. Please note: Jurisdictions/Agencies are responsible for their own additional customizations including any costs associated with those customizations.

Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Vendor: Everbridge, Inc. FEID #: 262919312

Address: 155 North Lake Avenue, Suite 900 City: Pasadena

State: CA Zip Code: 91101

Telephone Number: 781.373.9880 E-Mail Address: bridget.sarris@everbridge.com

Authorized Signature: _____

Printed / Typed: Phillip E. Huff, CAO Date: 3.14.2019

Exhibit C

Everbridge, Inc.
GSA Approved End User License Agreement

This End User License Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (**"Customer"**), effective on the date of signature by an authorized signatory on the Quote or other ordering document (**"Effective Date"**). Everbridge and Customer are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties."**

1. SERVICE.

1.1 Orders. Everbridge shall provide Customer access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the "Quote"). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Collectively, the Solutions and professional services are referred to as the "**Services**". Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Solution to contact the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Unless otherwise provided in the applicable Quote or documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Customer or an Included Department. "**Included Department**" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Customer. "**Contacts**" are individuals who Customer contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Customer is set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (**"Pricing"**). All pricing must be consistent with the Schedule Price List. If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at rates consistent with the Schedule Price list. .Professional Services must be used within 12 months from date of purchase. Everbridge acknowledges that payment is subject to the appropriation of additonal funds by the Legislature.

3. RESPONSIBILITIES.

3.1 Users. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Services in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Solutions. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. "**Customer Data**" is all electronic data transmitted to Everbridge in connection with the use of the Solutions, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. "**Service Providers**" shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Solutions. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Solutions are a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Solutions.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Solution or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension, Everbridge shall use its best efforts to notify Customer through its Customer Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Solutions subject to the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Solutions.

6.2 Restrictions. Customer shall use the Solutions solely for its internal business purposes and shall not make the Solutions available to, or use the Solutions for the benefit of, any third party except as expressly contemplated by this Agreement.

Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Solutions (the **"Software"**) or create derivative works based on the Software, the Solutions or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Solutions; (v) create internet "links" to or from the Solutions, or "frame" or "mirror" any content forming part of the Solutions, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solutions; (vii) use the Solutions in violation of any applicable law or regulation; or (viii) access the Solutions for purposes of monitoring Solutions availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Solutions, the Software or any other proprietary technology, material or information made available to Customer through the Solutions or otherwise in connection with this Agreement (collectively, the "Everbridge **Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Solutions, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein,. **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party except: (i) to the personnel of the Receiving Party or its parent, subsidiary or affiliate organizations having a need to know; or (ii) to the personnel of the Receiving Party's consultants and service providers having a need to know, and only then if such consultants and service providers are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Solutions, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, **"First Responders"**). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Solutions does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Solutions. Customer represents and warrants that all notifications sent through the Solutions shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Solutions, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Solution directly infringes an issued patent or other IP Right in a

country in which the Solution is provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Solution; (ii) replace same with a non-infringing service; (iii) modify such Solution so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Solution in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Solution other than the most current release made available to Customer, or (z) any modification of the Solution by any person other than Everbridge.

9.3 Indemnification Process. Customer shall (a) promptly give notice of the Claim to Everbridge once the Claim is known; (b) cooperate with Everbridge's efforts to defend and settle the Claim; and (c) provide Everbridge with all available information and reasonable assistance in connection with the defense of the Claim.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's or State of Florida's right to recover for fraud or crimes arising out of or related to this Agreement under any federal or State fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. See GSA Schedule 70 contract and individual ordering document.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of Florida.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in *the* Customer's *Quote.*

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations.

If Client Is Ordering Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. **"Data Feed"** means data content licensed or provided by third parties to Everbridge and supplied to Customer in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

2. **Incident Management/IT Alerting.** For Customers purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Customers may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Customer shall be provided the number of incident templates purchased pursuant to the Quote. **"Incident Administrator"** means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. **"Incident Operator"** means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.

1 IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it.

1. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

2. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

3. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate.

Brevard County Emergency Management

Mass Notification System

Page #	1 of 7	Date Issued	07/14/2014
Approved By	Michele Jones	Date Reviewed	11/9/2016
Approved Date	11/9/2016	Revision #	8

Standard Operating Procedure: Mass Notification System

Purpose

Brevard County Emergency Management administers and maintains a mass notification system for the purpose of alerting citizens to natural and man-made emergencies including, but not limited to evacuations, danger to human life or property, space launches and large scale boil water notifications.

This guide is intended to establish operational guidelines for the effective administration and use of the mass notification system and to provide rules for uniform use. This guide is also to be utilized by agencies and municipalities part of the Mass Notification Users Group.

Scope

This guide applies to all Emergency Management staff and users within agencies and municipalities in the Brevard County Mass Notification Users Group with an executed Mass Notification MOA. **This procedure applies to all notifications of partners/employees (internal notifications) and the public (external notifications).**

The following are the authorized uses of the system:

- Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
- Emergency preparedness and response information, such as the availability of sandbag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services and municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the user's steady-state operational posture;
- Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the subdivision impacted by the a disaster;
- Law enforcement searches for a missing person or a manhunt for escape convicts or suspects evading arrest;
- Automated weather warnings provided by the National Weather Service; and
- Notification and recall of employees, contractors, and other response partners who support the activation of the Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, to include specialty response teams.

Definitions

- Account – An account is the access point to the web-based Everbridge Suite platform. Accounts are segmented into Organizations, and are typically segmented further into numerous groups. Brevard County Emergency Management maintains the overall Account for the county and all County departments/offices/agencies.
- Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their contact information through an opt-in portal. Residents and visitors should be encouraged to register at the most local portal for their area.
- County Account Administrator (CCA) – The Brevard County Emergency Management (BCEM) Planning Coordinator who is responsible for the day-to-day operations of the overall system.
- Local Organization Administrator (LOA) – An employee of a participating local government agency responsible for day to day operations of the mass notification system, to include system access privileges and program training to Users, assigning roles and granting permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge platform.
    - Each participating organization will provide BCEM with the name and contact information of their Local Organization Administrator.
    - Only two employees per agency can be allowed Organizational Administrative rights to the Public Organization.
- Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the subdivision's keyword(s) or zip code(s) to an established SMS short code.
- Opt-Out – A form is located on the member portal for residents to choose not to receive general information notices from specific or all agencies/municipalities.
- Organization – In the Everbridge Platform, an organization ("Org") contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows Users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.
- Registrant Data – the list of names (persons/businesses), addresses and phone numbers of persons that elect to self-register personal information into the notification database.
- User – an individual who has been designated by the LOA to activate and use the mass notification system, for internal or external usage.
- User Data – the list of names, addresses, phone numbers and other contact information for persons who have been identified as having a legitimate role related to the planning, response, recovery and mitigation of emergencies or disasters.

Administration of Users
The AlertFlorida Everbridge system is entirely web-based, with all management and notification functions accessible

- Via: https://manager.everbridge.net

Account Administrator
The County Account Administrator can add, edit, or delete users for an account. The Director, Senior Emergency Management Coordinator, and Planning Coordinator will have this level of access, and the Planning Coordinator will serve as the CCA.

Organization Administrator
If enabled by the CCA, the Organization Administrator can add, edit, or delete users for its organization. In an effort to maintain security of user and contact data, the establishment of Organization Administrator accounts will be limited to the minimum number practical for functional administration of the organizations in the system.

Account Access
Upon signing the MOA with the County for the use of the Mass Notification System, the Organization will provide the CCA with LOA contact information to register in the agency's organization.

Training
All Account Administrators, Dispatchers, and Message Senders are required to complete the "CARES Best Practices for Notifications" and "MN [Mass Notification] Message Sender" Certifications in Everbridge University.

- Via: http://www.everbridge.com/everbridge-university/

Access Review
The LOA should complete an account access review every 90 days for all administrative user accounts for its agency to validate the continued relationship and need for access of each current user.

Access Removal
The LOA should suspend or delete user accounts, especially in circumstances where the user's employment has been unfavorably terminated, in a minimum of five calendar days following the suspension or termination.

The Organization will be responsible for requesting the transfer of LOA access, should this individual change throughout the contract.

Activation Authority
For any notification, the primary or secondary designee must provide approval. The LOA will provide the CCA the primary and secondary designee per participating agency.

- Brevard County Emergency Management (BCEM)
  - **Primary** - Emergency Management Director
  - **Secondary** – Senior Emergency Management Coordinator
- Brevard County Fire Rescue (BCFR)
  - **Primary** – Shift Supervisor
  - **Secondary** – Incident Commander
- Brevard County Utilities
  - **Primary** – Utilities Director
  - **Secondary** – Area Superintendent
- Brevard County Sheriff's Office (BCSO)
  - **Primary** – Area Unit/Shift Supervisor
  - **Secondary** – Out-of-Area Unit/Shift Supervisor

The dispatcher must add the "Admin" group as a contact group for each notification being sent, no matter the urgency of the message.

Existing SOPs for specific public notifications should be used by the notifying agency. These BCEM SOPs will be provided for reference to each agency.

Policies
The system can be used to conduct employee organization notifications as needed. For public organization notifications to the public, the use of the mass notification system must be limited by the severity of the incident and the time constraints presented. **The system should not be utilized between the hours of 10:00 PM and 6:00 AM unless there is an immediate threat to human life and property. For incidents between these hours, text based notifications and the After Hours template for each agency will be utilized.**

Employee Organization Notifications
Through the notification system, partners and internal contacts can be alerted through fixed lists. These lists have been developed with various response situations in mind in order to provide for flexibility in the notification system.

There is no need for the geo-location aspect in these notifications, as it is a set group of individuals to whom the notification will be sent.

Partners should be alerted if there is a possibility their organization or department will be needed to respond, the Emergency Operations Center, or support roles, will be activated or under the direction of the primary or secondary designee.

Public Organization Notifications

The agency will utilize all available mechanisms to disseminate the warning information as quickly as possible. The method of dissemination will be dependent upon the nature of the incident, the area or persons that need to be warned and the weather conditions.

The agency will make every effort to provide the public with notification in a timely manner and will attempt to provide notification information to as much of the population of Brevard County as possible, within the areas of hazard and within the organization's legal jurisdiction.

Warning the public of an emerging threat that necessitates protective actions on their part requires a rapid and effective notification system. Depending on the urgency of the emergency, various tools will be needed to reach the public and partner agencies.

Notification Responsibility

Operations by emergency services agencies are guided by the Incident Command System (ICS), as defined in the National Incident Management System, and may require establishing a command post at or near the scene of an emergency incident. In the event that the incident threatens human life or property, the appropriate agency shall notify the public.

Mass notifications shall be made by the appropriate agency – i.e. hazardous materials or fire-caused evacuations or sheltering public notifications shall be made by BCFR or municipal fire department, and law enforcement-related notifications shall be made by BCSO or municipal police department.

In exigent circumstances when property or human life is in jeopardy, the on-scene BCSO/municipal supervisor shall contact an on-duty BCFR/municipal District Chief by telephone or radio to ensure concurrence before the Emergency Management Mass Notification SOP may be waived.

Only BCEM, as administrator of the system, may complete notifications for entities who do not have executed agreements with the County, unless exigent circumstances exist when a delay would compromise the safety of the public.

Below is the incident command assignment chart, based on Brevard County's Comprehensive Emergency Response Plan (CEMP), which should be used to assist in determining the appropriate agency responsible for an external callout.

Not every incident type is listed; therefore, if more than one agency is on scene as an incident commander, those agencies should coordinate to ensure concurrence.

Disaster Situation	Incident Command Assignment
Hurricane, Tropical Storm, Winter Storm	Brevard County Emergency Management
Tornado	Fire department with jurisdiction / Brevard County Emergency Management
Rescue	Fire department having jurisdiction
Flood Fighting/Mitigation	Public works or fire department with jurisdiction
Urban Fire	Fire department with jurisdiction
Brush Fire	Fire department with jurisdiction
Hazardous Materials Incident	Fire department with jurisdiction
Mass Casualty Incident	Fire department with jurisdiction
Sinkhole	Public works department with jurisdiction
Civil Disturbance/Hostage/ Mass Immigration	Law enforcement department with jurisdiction
Train Derailment/Aircraft Crash	Fire department with jurisdiction
Nuclear Power Plant Accident/ Launch Anomaly	Brevard County Emergency Management
Cold Weather Emergency	Brevard County Emergency Management
Terrorism	Law enforcement agency with jurisdiction
Health Emergency/Bio-Terrorism	Health department
Agricultural Disaster	Department of Agriculture/Forestry/ Agriculture Extension Services

This table depicts the different types of emergency notification systems that can be used based on the "time in" – either from the start of the incident or until the incident occurs. **Remember, the public organization notifications should be used in situations where there is danger to human life or property** or in as an authorized use as listed above (page 1).

Time Until/Since Incident	Emergency Notification Systems That Can Be Used
	Emergency Management Homepage Social Media Media Advisories SCGTV Mass Notification (Message 1) – Emails
	Emergency Management Homepage Social Media Media Advisories SCGTV Mass Notification (Message 1/2) – Emails, texts Emergency Alert System (EAS)/NOAA Weather Radio 2-1-1 Brevard
	Emergency Management Homepage Social Media Media Advisories SCGTV Mass Notification (Message 3) – Emails, Texts, phone calls Emergency Alert System (EAS)/NOAA Weather Radio

Through the mass notification system, the public can be alerted to an incident through a geo-located alert (GIS Activation). In a GIS Activation, all notification data found within a selected boundary (call, text, email and phone alert) can be used to send out an alert.

The public should be alerted should they fall within the boundaries of the incident. The GIS Activation Tool should be used to alert the public to ensure the message is geo-located. As depicted in the table, **secondary communication tools should also be used** to reach those that may not be within the system data.

Attachment 4 – Opt-Out Form

Please read the information below and decide if you wish to opt out of the emergency notices described. If you choose to opt out, please sign and return this form to the address below in order to be removed from the emergency notices program.

Brevard County strongly urges residents to sign up and edit contact information or alert subscriptions on their AlertBrevard profile prior to choosing to opt-out.

I am aware that Brevard County (Board of County Commissioners) has subscribed to an emergency notices alert system known as Everbridge, Inc., and is using this system for public safety notifications.

Brevard County may use the alert system to notify the public in circumstances where prompt notice to residents is important to protect life, health or property.

By opting out, I understand Brevard County Emergency Management will remove my residential/business information from the system and I will no longer receive any notifications from the County.

I understand this includes notifications about boil-water notices, space launch anomalies, missing persons, evacuations due to wildfire or flooding, etc. I will not receive notification by telephone, text, or email. I acknowledge that the service the County is providing through the system is a "governmental function."

By signing this release, I waive all claims against the County, Everbridge, and their officers, agents and employees in the event that members of my household, customers of my business or I are injured, or my property or my business premises damaged or otherwise adversely affected in the absence of timely notice of any event.

For questions about law enforcement notifications, individuals should contact the Sheriff's Office at 321-264-5100.

To opt-out of boil-water notices, space launch notifications, missing persons, evacuations, etc., please text STOP to 888777.

This Opt Out option is permanent unless additional actions are taken. You may revoke this Opt Out at any time by sending the County written notice (letter or email) revoking it, or you may register for the notification system, and select which notifications you wish to receive.

Printed Name: _____

Address: _____

Telephone numbers/ Email Addresses: _____

_____

Date: _____

Signature: _____

Form may be submitted via postal mail to Brevard County Emergency Management at: 1751 Huntington Lane, Rockledge FL, 32955 Brevard.EOC@brevardfl.gov

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Contract Number: D0003

RFQ#: RFQ-DEM-18-19-021

CONTRACT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, (hereinafter, "Division"), and Everbridge Inc. a Delaware Corporation (hereinafter, "Contractor"), an entity duly authorized to conduct business in the State of Florida. In consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. PURPOSE OF THE AGREEMENT

   A. The purpose of this Agreement is to provide products and/or services as described in the Scope of Work attached hereto as Exhibit "A" and made part hereof.

   B. No work shall commence until both parties have signed the Agreement.

   C. Order of Precedence. In the event of a conflict in terms between any of the components of this Agreement, the order of precedence for resolving such conflict shall be as follows (1) being the highest):

      1) The express terms of this Agreement, minus Exhibits;
      2) State of Florida PUR 1000 General Contract Conditions;
      3) Exhibit 1 – "Implementation of Scope of Work"
      4) Exhibit A - "Scope of Work";
      5) Exhibit B - "Price Sheet";
      6) Exhibit C- "Everbridge, Inc., GSA Approved End User License Agreement";
      7) Addenda, in reverse order of issuance.

2. TERM

   A. The term shall begin upon execution of the Agreement by both parties and, unless terminated earlier in accordance with the provisions of section 8 of this Agreement, shall end on June 30th, 2024.

   B. If the parties relied upon a State Term Contract in order to enter into this Agreement, then: (1) any renewal or extension shall not exceed the expiration of the underlying State Term Contract by more than twelve (12) months; and, (2) no renewal or extension shall occur if the underlying State Term Contract expires prior to the effective date of any renewal or extension.

C. In accordance with section 287.057(13), Florida Statutes, and subject to the limitations outlined above in subparagraph 2.B. of this Agreement, the Division and the Contractor may renew this Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of this Agreement, whichever is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. Additionally, any renewal: must be in writing and signed by both parties; is contingent upon satisfactory performance evaluations; and, is subject to availability of funds.

3. PERFORMANCE

A. Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

B. The Contractor shall immediately notify the Division in writing if its ability to perform is compromised in any manner during the term of this Agreement.

C. The Contractor agrees to perform all tasks and provide deliverables as set forth in the Scope of Work and all contractual documents attached to this Agreement. The Division shall be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Division, or of other agencies interested in the project on behalf of the Division.

D. Subject to Financial Consequences Triggers in Implementation of Scope of Work (Exhibit 1), if the Division determines that the performance of the Contractor is unsatisfactory, the Division will notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Division. The Contractor shall, within the time specified in the contractual documents after notice from the Division, provide the Division with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance . If the corrective action plan is unacceptable to the Division, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may bill the Division for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

E. The Division reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

F. Unless otherwise prohibited by law, the Division may require the Contractor to furnish, without additional cost to the Division, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Division shall determine the type and amount of security. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules catalogs descriptive brochures, etc.

G. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Contractor shall immediately notify the Division in writing, indicating the specific restriction. The Division reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Division.

H. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the Division's property. All purchases are F.O.B. destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. The Division assumes no liability for merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at the Division's option, be returned at the Contractor's expense. Substitutions are not permitted. The Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

I. Matters of inspection and acceptance are addressed in section 215.422, Florida Statutes. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Division shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and, provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the Division rejects a product, the Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Division shall have the right to dispose of it as its own property. The Contractor shall reimburse the Division for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

J. Where installation is required, the Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated in this Agreement. The Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The Contractor shall protect the site from damage and shall repair damages or injury caused during installation by the Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. The Contractor shall perform installation work so as to cause the least inconvenience and interference with the Division and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4. COMPENSATION AND PAYMENT

A. The total funding amount of this Agreement for the purchase of commodities or the performance of services as described in Exhibit "A" of this agreement is shown in **Exhibit" B".**

B. As required by section 287.0582, Florida Statutes, if this Agreement binds the Division for the purchase of services or tangible personal property for a period in excess of one fiscal year, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature."

C. The parties acknowledge that Agency payments required pursuant to the terms of this Agreement are subject to and contingent upon the review and approval of the Chief Financial Officer pursuant to his authority as set forth in Article IV, Section 4 of the Florida Constitution ("The chief financial officer shall serve as the chief fiscal officer of the state, and shall settle and approve accounts against the state, and shall keep all state funds and securities.") as well as section 17.03, Florida Statutes ("The Chief Financial Officer of this state, using generally accepted auditing procedures for testing or sampling, shall examine, audit, and settle all accounts, claims, and demands, whatsoever, against the state, arising under any law or resolution of the Legislature, and issue a warrant directing the payment out of the State Treasury of such amount as he or she allows thereon.").

D. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, Florida Statutes.

E. The Contractor will be paid upon submission of properly certified invoice(s) to the Division after delivery and acceptance of commodities or services is confirmed in

writing by the Division. Invoices shall contain detail sufficient for a proper pre-audit and post audit thereof and shall contain any Purchase Order and the Vendor's Federal Employer Identification Number or Social Security Number.

F. No payment requirements shall start until a properly completed invoice is provided to the Division inspected and approved Invoices that must be returned to the Contractor due to preparation errors will result in a delay in payment.

G. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages.

H. The Contractors providing goods and services to the Division should be aware of the following time frames:

1) Pursuant to section 215.422(1), Florida Statutes, an invoice submitted to the Division shall be recorded in the financial systems of the State, approved for payment by the Division, and filed with the Chief Financial Officer not later than 20 days after receipt of the invoice and receipt, inspection, and approval of the goods or services, except that in the case of a bona fide dispute the invoice recorded in the financial systems of the State shall contain a statement of the dispute and authorize payment only in the amount not disputed.

2) Unless the procurement solicitation or this Agreement states otherwise, the Division has five (5) working days to inspect and approve commodities and services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Any resulting increase in cost will be charged against the Contractor.

3) Pursuant to section 215.422(3)(b), Florida Statutes, the Division shall issue payment to the Contractor within forty (40) days after the invoice has been accepted. Failure to issue the warrant within forty (40) days may result in the Division paying interest at the rate established under subsection 55.03(1), Florida Statutes.

I. Transaction Fee. The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057 (22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Contractors shall pay to the State. On-line filing is available at http://dms.myflorida.com/mfmp. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall self-report and pay the transaction fee pursuant to rule 60A-1.031 (2), Florida

Administrative Code. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Contractor shall receive a credit for any transaction fee paid by the Contractor for the purpose of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of this Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. A CONTRACTOR'S DELINQUENCY IN PAYING TRANSACTION FEES MAY RESULT IN BEING EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

J. The Contractor shall report and pay the transaction fee on a quarterly calendar basis using the Department of Management Service's Form PUR 3776, which is incorporated by reference. Any misrepresentation shall be punishable under law, including but not limited to: Chapter 817, Florida Statutes.

K. The Contractor may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Division is responsible for all payments under the Agreement. The Division's failure to pay, or delay in payment, shall not constitute a breach of the Agreement and shall not relieve the Contractor of its obligations to the Division.

L. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from an Agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800- 848-3792.

M. The Division, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Division shall require a statement from the Chief Financial Officer of the Division that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

N. All refunds or repayments due to the Division under this Agreement shall be made payable to the order of the "Division of Emergency Management" and mailed

directly to the attention of: **Cashier, Division Finance, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399.** The Contractor shall also notify the Division Program Manager (identified in section 13. A.) that it has issued a refund to the Division.

5. INDEMNITY AND PAYMENT FOR CLAIMS

A. INDEMNITY. Subject to Section 8.2 of the Everbridge, Inc., GSA Approved End User License Agreement (Exhibit C), the Contractor shall be fully liable for the actions of its agents, employees, partners, assignees, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Division, and their officers, agents, and employees, from suits, actions, damages, and costs, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Contractor, its agents, employees, partners, or subcontractors; provided, however, the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State orthe Division.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the Division's misuse or modification of the Contractor's products or the Division's operation or use of the Contractor's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Division the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the Division the right to continue using the product, the Contractor shall remove the product, and refund to the Division the amounts paid in excess of a reasonable rental for past use. The Division shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the Division in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

Any Contractor which is a State agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortuous acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth

in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Contractor to which sovereign immunity applies.

Nothing herein shall be construed as consent by a State agency or subcontractor of the State of Florida to be sued by third parties in any matter arising out of any contract.

B. LIMITATION OF LIABILITY. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order . This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in this Agreement or resulting purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

C. PAYMENT OF CLAIMS. The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with the Agreement.

D. LIABILITY INSURANCE. The Contractor shall carry and keep in force during the term of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $150,000.00 per person and $300,000.00 each occurrence, and property damage insurance of at least $150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor liability and obligations under the Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

E. WORKERS COMPENSATION. The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law.

6. COMPLIANCE WITH LAWS:

A. The laws of the State of Florida shall govern this Agreement. The Division and the Contractor submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Contractor hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

B. The Contractor must be registered with the Florida Department of State, Division of Corporations. Online-filing is available at: http://www.sunbiz.org.

C. If this Agreement involves a contract for services, and if the Contractor is acting on behalf of the Division, then the Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

D. As required by section 119.0701(2)(a), Florida Statutes, the Division includes the following statement in at least 14-point boldfaced type:

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 AT: FLORIDA DIVISION OF EMERGENCY MANAGEMENT, 2555 Shumard Oak Blvd., Tallahassee, FL 32399, (850) 815-4156, Records@em.myflorida.com.

E. Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.

F. The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Division's Contract Manager or the Division's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to this Agreement and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Division's security policies , protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information

G. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Pursuant to Section 287.058(1), Florida Statutes, the provisions of Section 287.058(1)(a)-(c), and (i), Florida Statutes, are hereby incorporated by reference, to the extent applicable.

H. The Contractor should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

I. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

J. If regulated by the Florida Department of Business and Professional Regulation, the Contractor and its employees shall be bound by the standard of conduct provided in applicable Florida Statutes and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Contractor further covenants and agrees that when a former State employee is employed by the Contractor, the Contractor will require strict adherence by a former State employee to section(s) 112.313 and 112.3185, Florida Statutes, as a condition of employment for said former State employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter for the work performed under this Agreement.

K. A person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime 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 public building or public work, 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 transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted Contractor list.

L. An entity or affiliate who has been placed on the discriminatory Vendor list may not submit a bid, proposal or reply on a contract to provide any goods or service 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 public building or public work, 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 Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

M. The Division shall verify the Contractor and any subcontractor's against the Federal Excluded Parties List System to ensure the Contractor or subcontractor is not disbarred or excluded from receiving Federal contracts.

N. The Contractor shall E-Verify the employment status of all employees and subcontractors to the extent permitted by federal law and regulation. The Division shall consider the employment by any Contractor of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. Furthermore, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services specified in this Agreement. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement.

O. Pursuant to section 216.347, Florida Statutes, the Contractor shall not expend any State funds for the purpose of lobbying the State Legislature, the Judiciary, or an Agency.

P. In accordance with section 20.055(5), Florida Statues, the Contractor shall cooperate fully with the Inspector General in any investigation, audit, inspection, review, or hearing conducted pursuant to the Inspector General's statutory authority. Additionally, upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Purchase Order; or, (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archivesr/ecords-management/general-records-schedules/). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

Q. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

7. COPYRIGHT, PATENT AND TRADEMARK

A. All plans, specifications, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived from them, which are newly developed by Contractor for the Division and which are deemed "public records" under applicable Florida law, shall be the exclusive property of the Division without restriction or limitation on their use and shall be made available, upon request, to the Division at any time during the performance of such services and/or upon completion or termination of this Agreement.

B. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. Any and all patent rights and any and all copyright accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. If the Contractor brings to the performance of this Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

C. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, which is newly developed by Contractor for the Division and which is deemed a "public record" under applicable Florida law, the Contractor shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are transferred by the Contractor to the State of Florida.

D. Within thirty days (30) of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subsection C, have the right to all patents and copyrights which occur

during performance of the Agreement. As provided in Section 6.3 of the Everbridge, Inc., GSA Approved End User License Agreement (Exhibit C), the Division acknowledges that the products and/or services described in the Scope of Work attached hereto as Exhibit "A" and all intellectual property rights therein are the property of the Contractor.

8. SUSPENSION OF WORK AND TERMINATION OF THE AGREEMENT

A. SUSPENSION. The Division may in its sole discretion suspend any or all activities under this Agreement, at any time, when in the best interests of the State to do so. The Division shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to: budgetary constraints; declaration of emergency; or, other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor the Division shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or, (2) terminate the Agreement. Suspension of work shall not entitle the Contractor to any additional compensation.

B. TERMINATION FOR CONVENIENCE. This Agreement may be terminated by the Division in whole or in part at any time in the best interest of the Division upon written notice to the Contractor. The Contractor shall not furnish any product after it receives the notice of termination (whether for convenience or for cause), except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits. If the Division terminates this Agreement for convenience, then the Division shall not be entitled to any pro-rata refund for monies previously paid to the Contractor.

C. TERMINATION FOR CAUSE. The Division may terminate the Agreement if the Contractor fails to: (1) deliver the product within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; (4) timely cure a default; or, (5) abide by any statutory, regulatory, or licensing requirement (Rule 60A-1.006 (3), F.A.C., governs the procedure and consequences of default, except that the parties agree that any notices provided by the Division under clause (a) of such Rule shall give the Contractor at least forty five (45) days to correct any default). The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable,

the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Division. The rights and remedies of the Division in this clause are in addition to any other rights and remedies provided by law or under the Contract.

9. REMEDIES

A. Any dispute concerning performance of this Agreement shall be decided by the Division's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the Division a petition for administrative hearing. The Division's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

B. In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the Division shall, upon forty-five (45) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those forty-five (45) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

1) Withhold or suspend payment of all or any part of a request for payment.

2) Require that the Contractor refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

3) Exercise any corrective or remedial actions, to include but not be limited to:

a) Requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;

b) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;

c) Advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or,

d) Requiring the Contractor to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

C. Pursuing any of the above remedies will not keep the Division from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict

performance by the Contractor, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Contractor.

D. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

E. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Division in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Division. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Division, in which case the Division may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Division with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

10. EMPLOYEES, ASSIGNMENT, AND SUBCONTRACTS

A. INDEPENDENT CONTRACTOR. The Contractor and its employees, agents, representatives, assignees, and subcontractors are not employees or agents of the Division and are not entitled to the benefits of State of Florida employees. The Division

shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, assignees, or subcontractors The Contractor agrees to include this provision in all of its subcontracts under this Agreement.

B.ALL EMPLOYEES SUBCONTRACTORS, AND AGENTS. All Contractor employees, assignees, subcontractors or agents performing work under this Agreement shall be properly trained technicians who meet or exceed any specified training qualifications and shall have all current licenses and permits required for all of the particular work for which they are hired by the Contractor. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, assignees, subcontractors, or agents performing work under this Agreement must comply with all security and administrative requirements of the Division and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement. If any employee, assignee, subcontractor, or agent furnished by the Contractor requires access to a Division facility in order to perform duties required by this Agreement, then the State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any such employee, assignee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Division's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Agreement. The State may reject and bar from any facility for cause any of the Contractor's employees, assignees, subcontractors, or agents. The Division and the State shall take all actions necessary to ensure that Contractor's employees, assignees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, assignees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

C. CONVICTED AND DISCRIMINATORY VENDORS. In accordance with sections 287.133 and 287.134, Florida Statutes, an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, sub-contractor, or consultant under this Agreement.

D. WARRANTY TO PERFORM. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.

E. ASSIGNMENT. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the Division,

provided that no such consent shall be required in the event of an assignment to an affiliate or to a successor-in-interest to the business of the Contractor resulting from a merger, reorganization, or sale of all or substantially all assets. The Division may assign this Agreement with prior written notice to Contractor.

F. SUBCONTRACTS. The Vendor shall not subcontract any work under this Purchase Order without the prior written consent of the Agency. The Vendor is fully responsible for satisfactory completion of all subcontracted work.

11. MODIFICATION OF CONTRACT

This Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Division and the Contractor. This Agreement may only be modified or amended upon mutual written agreement of the Division and the Contractor. No oral agreements or representations shall be valid or binding upon the Division or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Division. Neither party may unilaterally modify the terms of this Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the party's order or fiscal forms or other documents forwarded by the Contractor for payment. A party's acceptance of product or payment or processing of documentation on forms furnished by the other party for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

12. MONITORING

The Contractor agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the Division or its agents, employees, or designee, including the Florida Chief Financial Officer, or Florida Auditor General. In the event the Division determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instruction provided by the Division to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspection reviews, investigation or audits deemed necessary by the Florida Chief Financial Officer or Florida Auditor General.

Records of costs incurred by the Contractor under terms of this Agreement shall be maintained by the Contractor and made available upon request to the Division at all times during the period of this Agreement. Copies of these documents and records shall be furnished to the Division upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and

subcontractors considered necessary by the Division for a proper audit of project costs.

13. NOTICE AND CONTACT

A. Pursuant to section 287.057(14), Florida Statues, the Division's Contract Manager "shall be responsible for enforcing performance of the contract terms and conditions and [shall] serve as liaison with the [C]ontractor." Additionally, the Contract Manager for the Division shall:

1) Monitor and document Contractor performance; and,

2) Review and document all deliverables for which the Contractor requests payment.

B. The Division's Contract Manager is Andrew Sussman

C. All notices required under the Agreement shall be delivered to the following:

For DIVISION (Contract Manager)	For CONTRACTOR
Andrew Sussman	Elliot Mark
2555 Shumard Oak Boulevard	25 Corporate Drive, 4th Floor
Tallahassee, Florida 32399	Burlington, MA 01803
Tele: (850) 815-411O	Tele: (781)-859-4094
Email: Andrew.Sussman@emmvflorida.com	Email: Elliot.Mark@everbridge.com

14. MISCELLANEOUS

A. All services shall be performed by the Contractor to the satisfaction of the Division who shall decide all questions, difficulties and disputes of any nature in accordance with Section 9A that may arise under this Agreement, the prosecution and fulfillment of the services under it and the character, quality, and value thereof; and the decision upon all claims, questions and disputes shall be final and binding upon all parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and Amendments(s) shall be entered into by the parties in accordance with the changes.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Division at all times during the period of this Agreement and for five (5) years after completion of the work pursuant to this Agreement. Copies of these documents and records shall be furnished to the Division, its agents, employees or designee, including agents of other State agencies or the

Federal government upon request. Records of costs incurred shall include the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Division for a proper audit of project costs.

C. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

D. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

E. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

F. Should a court determine any provision of this Agreement is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the provision held to be invalid.

G. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Form(s) PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made part of the Agreement.

Otherwise, the Contractor is subject to the terms and conditions as outlined in Form PUR 1000, incorporated by reference and made part of this Agreement.

H. The Division may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background screen as determined by the Agency and conducted by the Florida Department of Law Enforcement or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Contractor. The Division may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background screening results.

I. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

J. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Division purchases are independent of the agreement between Division and the Contractor, and the Division shall not be a party to any transaction between the Contractor and any other purchaser.

As provided in Section 287.042(16)(a), Florida Statutes, other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

Memoranda of understanding entered into by the Division and other agencies or governmental entities pursuant to Contract Number 16-PG-F4-13-00-22-379 are hereby recognized under this Agreement. The Contractor agrees to continue to provide commodities or services to those entities consistent with the terms and conditions contained within this Agreement. The Contractor agrees to recognize future memoranda of understanding between the Division and other agencies or governmental entities, as long as any such agencies or entities have emergency public alerting authority and use the Division's Alert Florida portal to notify citizens of emergency situations that affects their community. Such state agencies and other entities are not authorized to use the Alert Florida portal for internal employee notifications. Any permitted memoranda of understanding will survive the expiration of this Agreement, provided the Division and Contractor enter into a subsequent Agreement upon its expiration.

K. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Division may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Agreement. The Division may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Division may solicit separate bidsto satisfy them.

L. The following exhibits are incorporated and made a part of this Agreement. In case of discrepancy in any of the provisions of these exhibits with this Agreement, the provisions of this Agreement shall govern. In case of discrepancy among the exhibits, the exhibits are listed in governing order asfollows:

- Exhibit 1 – Implementation of Scope of Work

- Exhibit A - Scope of Work
- Exhibit B - Exhibit B Price Sheet
- Exhibit C - Everbridge, Inc., GSA Approved End User License Agreement

M. Provide services in the Scope of Work (Exhibit A) to entities that may acquire services through Memoranda of Agreement executed under Section 14.J. of this Agreement or a successor Agreement. In addition, continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.

15. CONTRACT TERMS REQUIRED BY FEDERAL LAW.

A. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding , a notice to be provided by the agency contracting officer, advising the labor union or workers' representatives of the contractor's commitments under section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Copeland "Anti-Kickback" Act

1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours and Safety Standards. In accordance with 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

D. Clean Air Act and the Federal Water Pollution Control Act. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

E. Suspension and Debarment.

1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3) This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid

and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

CONTRACTOR

By: _____

(Authorized Signature) (Date)

Jaime Ellertson

(Print/Type Name)

Title: Chairman and Chief Executive Officer

DIVISION OF EMERGENCY MANAGEMENT

By: _____ 6/26/19

(Authorized Signature) (Date)

Kevin Guthrie

(Print/Type Name)

Title: Deputy Director / SERT Chf.

Federal Tax ID# 26-2919312

State of Florida
PUR 1000
General Contract Conditions

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. **Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

   (a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

   (b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

   (c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

   (d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. **Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. **Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. **Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

   (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

   (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

   (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

   (d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

   (e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. **Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. **Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted

commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. **Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. **Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. **Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. **Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor

shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. **Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

    For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

    Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

    Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. **Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any

other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. **Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. **Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. **Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the

Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

    Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

    The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the

Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. **Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. **Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that

the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. **Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. **Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. **Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the

solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. **Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

    Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

    Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

    The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

    Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

    Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. **Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise

linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. **Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. **Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. **Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

    Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. **Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject

and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. **Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. **Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. **Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. **Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. **Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. **Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency

designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. **Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. **Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. **Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. **Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

    State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. **Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. **Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. **Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. **Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

Exhibit "1"
Implementation of Scope of Work
Florida Statewide Emergency Alert and Notification System

Statement of Purpose / Need
Florida Statutes Section 252.35(2)(a)6 requires The Florida Division of Emergency Management (FDEM) to "establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions."

FDEM has procured a vendor-hosted, "mass notification" system that will provide statewide alerts for imminent or sudden hazards through the use of: Voice telephone calls; Text messages; Emails; Social media; Push Notification; and, Telecommunications Device for the Deaf/Teletypewriter ("TDD/TTY"). The system must integrate with the following alert systems: The Emergency Alert System ("EAS")[1]; and, The Integrated Public Alert and Warning System ("IPAWS")[2]. The system must be able to be triggered by and send out in Common Alerting Protocol (CAP) Format. Additionally, the Everbridge system includes the capability to automatically disseminate weather warnings issued by the National Weather Service ("NWS"). Leveraging the Everbridge incident communications and scenarios module, jurisdictions can also communicate in multiple languages. The Everbridge system will be made available for FDEM, other state agencies with a public alerting responsibility for public warning through the Alert Florida portal (but only for emergency public alerting and not for internal employee usage for state agencies other than FDEM), Florida College System Institutions and State Universities as defined in 1000.21 Florida Statutes, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility.

Under the authority of the General Services Administration (GSA) Disaster Purchasing Program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

The Contract Manager for the Division will be
Andrew Sussman
Information and Technology Management
Florida Division of Emergency Management
850-815-4110
Andrew.Sussman@em.myflorida.com

[1] The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas.

[2] The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure that provides public safety officials with a way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

Background

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. As of 2016, FDEM and all counties possess a comprehensive, interoperable communication system that can alert the State's population (both permanent and transient) to the threat posed by an imminent or sudden emergency. The contract for FDEM, and participating political subdivisions under this system, will expire June 30, 2019.

All political subdivisions within the State possess emergency notification and alert systems, provided through the State's current contract or through an alternative system funded locally.

- FDEM assists political subdivisions that do not possess the financial resources to develop and/or maintain an emergency notification and alert system. As a result of these **funding gaps**, segments of the population who reside within the geographical boundaries of those political subdivisions may not have received adequate or effective warnings about imminent or sudden emergencies. The current state contract prevents this gap.
- For citizens who rely on cellular or smart phones for communication, no service provider can guarantee complete coverage throughout the entire State of Florida; hence, **coverage gaps** may inhibit FDEM's ability to communicate emergency notifications and alerts.
- Communication service providers may not possess the capacity to allow every customer in the network to receive or transmit messages at the same time; as a result, **capacity gaps** may delay emergency notifications and alerts that are time-sensitive.
- Not every person in the State of Florida speaks English as his or her primary language. Additionally, some communities within the State may not possess meaningful access to the communication systems that other individuals enjoy. Also, some visitors to the State may not communicate through common or traditional communication systems during their stay. Consequently, **socio-economic and cultural gaps** may limit the ability of FDEM to communicate emergency warnings to vulnerable populations.

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Agreement FDEM seeks to continue to maintain and enhance a baseline that has been created by procuring an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that previously inhibited FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies.

Scope of Work

The Vendor shall host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Task Section of the Scope of Work during the contract period. The Vendor will make the system available to FDEM, other

State Agencies through this Agreement, Florida College System Institutions and State Universities as defined in Florida Statutes Section 1000.21, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility. FDEM will maintain account control over the system and all other entities listed above will serve as administrators of the system and primary originators of messages.

Timeframe for bringing entities online:
Entities will be brought online in accordance with a project management plan to include onboarding and onsite training for new entities. 63 out of 67 counties are currently operational. The Everbridge Technical Account Manager will meet the onboarding needs of new jurisdictions.

System Elements and Sub-elements

1) **Levels of Access**
   At the Organization level, there are many roles. You have access to components of the system depending on your role. That is, the Everbridge Suite tabs available to you after you login are the ones in which you have permission to work. Default roles are:
   A. Organization Administrator—This administrator is responsible for an Everbridge Suite and/or Incident Management organization. Organization Administrators can access all functionality available to the organization (all Everbridge Suite and Incident Management tabs at the Organization level). Organization Administrators can perform actions within their own organizations, but not other organizations. They can add groups in their individual organizations.
   B. Group Manager—This administrator can manage and send notifications to predefined sets of contacts. Group Managers can access functionality at the Organization level to the following Everbridge Suite tabs: Dashboard, Universe, Notifications, Contacts, and Reports. Group Managers can perform actions within their own groups. A Group Manager cannot edit the organization settings.
   C. Dispatcher - Users of this role can manage and send notification templates, manage scheduled notifications, and manage active notifications. Dispatchers can access functionality at the Organization level to the following Everbridge Suite tabs: Dashboard, Universe, and Notifications.
   D. Data Manager—Users of this role can only manage contact records (add, edit, and remove). Data Managers can access functionality at the Organization level to the following Everbridge Suite tabs: Contacts and Reports.
   E. Mass Notification Operator—Users of this role can send predefined notification templates and can manage active notifications. Mass Notification Operators can access functionality at the Organization level to the following Everbridge Suite tabs: Notifications.
2) Incident Administrator—This administrator manages incident communication for the organization. Incident Administrators can access functionality at the Organization

level to the following tabs: Incidents, Dashboard, Contacts, and Reports. Incident Administrators can build incident templates, report on incidents and launch incident notifications inherit all permissions of the Incident Operator.

3) Incident Operators can launch and manage incidents.
4) Data Managers can create and administer groups, update and upload contacts.

2) System Requirements

The System shall include the following, requirements:

A. Provide statewide coverage to an unlimited number of recipients.

B. Be capable of sending mass notifications for multiple unique simultaneous events. The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, Really Simple Syndication (RSS), outbound Common Alerting Protocol format and social media (at a minimum Facebook and Twitter). The Vendor may provide other methods if capable. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (e.g., a SMS), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link via Twitter.

C. The system shall have the following levels of access: system administrator, jurisdiction/agency administrator, restricted user, message originator, and recipient. The system must allow each administrator and message originator to have a unique username and credential to access the site and launch notifications, at no additional cost. System shall have tiered administration to include state, county, city and jurisdiction/agency levels as defined in the contract. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators or message originators. The system must:

   1. Have the ability to offer single sign-on credentials
   2. Be able to remotely wipe an app/user

D. Allow administrators and jurisdiction/agency administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction/agency administrators shall be able to manage their own user groups. Jurisdiction/Agency administrators shall be able to create an unlimited number of message categories that recipients may subscribe to. The system must have the ability to:

   1. Send notifications to a minimum of 5 million contacts from within one account;
   2. Must use a combination of dedicated Public Switched Telephone Network (PSTN) telephony and on-demand VOIP for enhanced scalability. All PSTN lines must be owned by the Vendor to ensure control and capacity;
   3. Vendor must provide a delivery Service Level Agreement stipulating a minimum of 300,000 voice-based and 600,000 text-based messages per hour;

4. Must allow an administrative user to adjust and align message delivery to the capacity of the target phone networks to prevent system wide disruption during a large notification.
    a. Preferences must support the ability to define maximum number of simultaneous calls for multiple telephone networks within the same broadcast (i.e. 50 calls per minute to 555-123-xxxx and 100 calls per minute to 555-999-xxxx)
    b. Preferences are easily accessible from within the system's web user interface and require no vendor intervention for quick adjustments.

E. Be web-based and hosted on the Vendor's infrastructure, accessible from any internet connection and browser. The Vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The web-based system must be compatible with supported versions of industry standard browsers, at a minimum: Google Chrome, Apple Safari, and Mozilla Firefox. Message origination must be supported through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be "native" mobile device applications and not simply a "skin" that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future "in-app purchase" before installing the application. The system must have the ability to:
    1. Provide all notifications services through one user interface (UI), not multiple UI's.
    2. Post to multiple social channels from within the same notification.
    3. Message recipient to reply in full sentences and provide geo location.
    4. Message recipient to confirm receipt of message and stop notifications upon confirmation.
    5. Send follow up to existing notification recipients (i.e. confirmed, not confirmed) for polling.
    6. Create reports to show confirmation of receipt and not delivered.
    7. Publish to Google Alerts through Nixle channels.
    8. Shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The system must be able to be triggered from inbound Common Alert Protocol (CAP) format and push outbound in CAP format. The Vendor must be a FEMA IPAWS Alert Origination Software Provider. The system must have the ability to also test in a separate environment from live and require for IPAWS with separate private key and key store password.
    9. Stop a broadcast after being initiated. Ability to set a broadcast duration, whereas broadcast will automatically stop notifying contacts at a set time.

10. Contact API – Data Integration purposes only.

F. Have the ability to securely accept, upload, and utilize jurisdiction/agency-provided contact files (e.g., User Contact Data) and phone data at no additional cost. Duplicate contact paths are deduplicated in the system so that a delivery method is not attempted multiple times. Users can remove duplicate contact information, but Everbridge assumes no responsibility to remove contacts or edit duplicate delivery methods. Vendor will provide publicly available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user Annually in the month of July.

G. Provide a training/exercise mode which provides full functionality, but is separate from contact data in the "real-world" instances of the system.

H. Through Everbridge's custom reporting tools, jurisdictions/agencies have the ability to define reports without Vendor assistance and any jurisdiction/agency-defined report format to be generated again in the future. User must be able to customize and can be utilized within the web interface. Reports can be exported in pdf or .csv file format. The number of report shall be unlimited. The system must have the reporting ability to:
    1. Show notification confirmation of receipt minute by minute, and not delivered.
    2. Produce custom reports using all application data including:
        a. Recipient information, distribution group information, call summary, message information and all other fields available in the database.
        b. Allow the user to choose the fields for the report.
        c. Maintain a customized report library where users can save an unlimited number of reports.
        d. Ability to export report data in CSV or PDF format.

I. Allow for the creation and storage of pre-scripted and editable templates and audio and text messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction/agency administrators and message originators to edit pre-scripted messages and scenarios as needed.

J. Capable of voice recording by jurisdiction/agency administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-speech must be reviewable as part of message origination workflow before message transmission.

K. Allow for web-based access for recipients any participating jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information.

L. Allow the public to opt in to the system by registering phone numbers, SMS numbers, and email addresses. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action. The system must have the ability to:
    1. Register all opt-in contacts locally and seamlessly roll up to

agency, city, county and state level accounts in real time (no delay between registration at local level and contact populating in County and State Account).

2. Notify special event attendees, seasonal visitors, or tourists with a simple key word to text and opt-in.
3. Allow jurisdiction/agency users to download all contacts from system at any time.
4. Pursuant to Section 119.071(5)(j), Florida Statutes, contacts in this system is exempt from disclosure. The log in page of any entity can be configured to display the following text: According to Section 119.071(5)(j), Florida Statutes, "Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to information held by an agency before, on, or after the effective date of this exemption."
5. Have internal employee contacts in a different environment from public contacts to avoid the potential of sending internal notifications to public contacts.

M. Allow jurisdiction/agency administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.

N. Have the ability for recipients to identify a preferred language. The system shall support messages in multiple languages. The system shall use Google translate or a Vendor-supported capability that is better than Google Translate. The system shall allow administrators to select the languages with which they would like to communicate; at a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall also allow for web-based access for recipients to a jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in the aforementioned languages.

O. Allow citizens to register a minimum of two (2) location points in their recipient profile (e.g., home, school, work) unless the jurisdiction/agency requests only one location point. The system shall provide all of the following methods for recipient registration:
    1. Automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient's profile. This can be accomplished through point to address geo location.
    2. Provide the ability for recipients to manually input latitude/longitude (e.g., decimal degrees and United States National Grid.)
    3. The ability for recipients to access a graphical user interface where they can view their location on a map and select point.
    4. Allow jurisdiction/agency administrators to view all geocoded contacts

on a map. Must be able to support single closed looped polygon alerting to contacts.

5. Define an area(s) or zone(s) where people utilizing the system app will receive a push notification when entering or within the designated zone regardless if they're signed up for the jurisdiction's/agency's system.
6. Allow custom alert tones for emergency notifications on the user's app.

P. Be able to support a minimum of 3 telephone numbers, 3 SMS numbers, 3 physical addresses, and 3 email addresses per recipient; unless a jurisdiction/agency prefers only 1 telephone number, 1 SMS number, 1 physical address, and 1 email address per recipient.

Q. Adhere to the "Common Alerting Protocol" (CAP) standard specified by FEMA to include inbound/outbound CAP Format via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.

R. Support automatically adding and removing recipients at the jurisdiction/agency-level from static and dynamic groups without vendor assistance. System will allow for jurisdiction/agency level scheduled automated contact file uploads to utilize information.

S. Have the inherent capability to immediately import and export recipient group and sub-group data without vendor assistance.

T. Be capable of accepting, via secured web upload, jurisdictional supplied phone data and mapping updates at no additional cost.

U. Be capable of managing special databases, such as a special needs registry, with all the same functionality as other contact databases and must also allow permissions on managing data and notifications to be set for various users. There is an overall level for the manager(s) of the registry, and sub level(s) for managers of groups, such as the ability for a home healthcare organization to manage their registrant information without seeing other registrants which are not under their care in the system. These positions can also be given or restricted from the ability to send notifications. If they are allowed to send notifications, there must be an ability for them to set a phone number for call back that does not default to the phone number used for notifications from the jurisdiction/agency over the system. Administrators can add additional information questions to registration without assistance from vendor.

3) Geographical Information System Requirements

The System shall include the following GIS requirements:

A. System shall offer GIS functionality of administrator-drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction/Agency administrators shall be able to choose to use the system's GIS functionality or to import local GIS shapefiles.

B. System shall support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.

C. System shall allow for a search of the recipient database using any of the fields contained in the database.

D. System shall support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.
E. System shall include the ability to resize, modify, and rotate the shapes after initial drawing or placement.
F. System shall include the ability to drag and drop the shapes to a different location on the map.
G. System shall include the ability to create both inclusion and exclusion polygons.
H. System shall display the number of recipients included within a selected region.

4) Notification Requirements

The System shall include the following notification requirements:

A. Use of the system shall not be governed by number of minutes, messages, increments, or credits. System shall accomplish mass notification of the public via phone (landline, VOIP, and wireless), Native SMS via SMPP messaging, email, really simple syndication (RSS), Push Notification, and Social Media. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a SMS) the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
B. All text/SMS messaging shall be Short Message Peer-to-Peer (SMPP) messaging via cellular network gateway providers. Delivery of IPAWs/Cell Broadcast messaging shall be CAP compliant pushed to the defined cellular network platform/gateway. To reduce the possibility of notification messages being handled as spam, the Vendor must have an established SMPP short code that it whitelisted with the major US commercial cellular carriers (at minimum Verizon, T-Mobile, Sprint, and AT&T). SMTP text messaging, or any portion of the user profile that requires a user to specify their mobile carrier, does not meet this requirement.
C. Be able to launch automated weather alerts for specified Watch, Warning, or Advisory products generated by the National Weather Service. These alerts must be based on the Latitude/Longitude Polygon box provided by the National Weather Service to retain the geographic specificity intended by the issuing Weather Forecast Office, such as a river basin or Storm-Based warning. Weather alerting based on county name or zip code does not meet this requirement. The National Weather Service is the only recognized alerting authority for this requirement.
D. Be accessed by message originator for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone, to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
E. Enable message originators to specify whether recipients must

acknowledge human receipt of a message. If confirmed receipts are requested, the system must continue trying to reach the recipient until positive confirmation has been received with human acknowledgement. Once acknowledgement has been received, the system will cease all further attempts to reach that recipient.

F. Allow message originators to enable a timeout option for notifications, at which time notification attempts will cease, even if a user has not been successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.
G. Allow jurisdiction/agency administrators to use a system default or create a jurisdiction/agency level caller ID and jurisdictional display name email address to outgoing notification recipients.
H. Allow outgoing notification messages to contain photo, video, and audio attachments and links with a maximum size of 2 MB.
I. System shall be Americans with Disabilities Act (ADA) compliant for photo, video, and audio attachments and links, to include TDD/TTY capability.
J. Provide online real time reports detailing success, failure, and display call results to include not connected. These reports shall be customizable per jurisdiction/agency administrator.
K. Be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
L. Allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific areas, area codes, and prefixes so as to not overwhelm a telephone exchange for a given area.
M. Vendor must be capable of monitoring delivery performance and automatically increasing system capacity on demand as Vendor doesn't control carrier infrastructure.
N. When Vendor is periodically enhancing their system capacity clients must experience no downtime impact during capacity enhancements.
O. Vendor must be capable of simulating system performance tests:
    1. Performance tests must support real-life simulations including, but not limited to, percentage of confirmed calls in the first attempt and the ability to customize broadcast setting and delivery contact paths.
    2. Simulation test calls must not be placed to invalid (555-XXXX) phone numbers.

5) Security Requirements

The System shall include the following security requirements:

A. Require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
    1. Minimum of 12 character passwords
    2. Maximum of 15 characters
    3. Combination of upper and lower case letters

4. Allow for numeric and common symbols (e.g., ! @#$%^&*)

B. Encrypt data at rest and in transit.
C. Lockout accounts after 5 failed login attempts.
D. Allow 24 password generations. Meaning user must use 24 unique passwords before they can reuse the first password.
E. Allow customizable password expiration of 90, 180, 365 and never for the account and configurable session timeouts of 15, 30, 45 minutes and in 1 hour increments up to 12 hours.
F. Create an auditable event log for all account actions to be accessible by system administrator.
G. System data centers shall reside in the United States.
H. Have the option to require a PIN to receive message for internal employee notifications.
I. System shall be Department of Homeland Security (DHS) Safety Act Certified as a Qualified Anti-Terrorism Technology and provide proof of certification. https://www.dhs.gov/publication/safety-act-liability-protection
J. System must be Service Organization Control (SOC3) compliant or better. Proof of compliance is required.
K. System must be Federal Risk and Authorization Management Program (FedRAMP) compliant, or working towards compliance by July 1, 2019. Proof of compliance or proof that compliance will be met by July 1 is required.

6) Support Requirements

The System shall include the following support requirements:

A. The Vendor shall provide 24/7/365 employee staffed technical support helpdesk assistance via telephone and internet support for the application's users at all levels, reachable by telephone or email and internet, and with sufficient resources to respond to assistance requests. Support is available 24/7 by phone. Helpdesk assistance must be available in multiple languages and via TTY and cannot be "on-call." Helpdesk assistance must be in-house; no third-party Vendors to be used.
B. In addition to helpdesk support, the Vendor will provide a representative who resides in the State of Florida to assist with technical support during times of emergencies and critical events, and testing for such events, at any jurisdictional/agency level to expedite assistance in meeting the needs of the jurisdictions/agencies within the bounds of the Scope of Work. The representative must be reachable via phone and email, and have connectivity to send messages on behalf of a jurisdiction/agency when requested.
C. The Vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction/agency administrators if connectivity with the system is lost.
D. The Vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
E. The system will provide online user help and assistance. Online help will

consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (e.g., screen-within-a-screen). Training for system use must be web-based.

F. The annual maintenance agreement will include Vendor maintenance, and support shall include all applicable patches released, including for any third-party system components.
G. The jurisdiction supplied data, including opt-in or jurisdiction/agency-supplied, remains the property of the jurisdiction/agency and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions/agencies upon termination of the contract. Data shall only be used by the Vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented or given to any third party.
H. The Vendor shall conduct at least one webinar training a month, available to any administrator of the system, during the contract period if requested.
I. Where requested by an eligible jurisdiction/agency, Vendor will support a minimum two-day onsite training and onboarding for new Jurisdictions.

Tasks:
The Vendor shall complete the following:

1. Deliver a system that satisfies all of the System Requirements, Geographical Information System Requirements, Notification Requirements, Security Requirements, and Support Requirements outlined in this Scope of Work addendum.
2. Host and maintain the emergency alert and notification system that shall continue to meet the requirements outlined in the Scope of Work for the duration of the contract period.
3. Continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.
4. Provide services in this Scope of Work to entities that may acquire services through Memoranda of Agreement executed under this Agreement.

Deliverables
No later than the 20th calendar day of each month, the Vendor shall provide an invoice for payment to the Contract Manager via email, along with a report documenting the usage and work performed (in a format approved by the Contract Manager), that at a minimum contains the following:

- The number of broadcast notifications sent;
- The number of recipients who received notifications;
- The number of messages sent to broadcast the notifications;
- The number of business and residential contacts including VOIP, and any increases;
- The number of contacts subscribed to the system; and
- The name and number of jurisdictions/agencies using the system.

Period of Performance
July 1, 2019 through June 30, 2024.

Method of Compensation
It is anticipated that the Division will issue one (1) five-year fixed price Contract to the awarded Vendor. The Contract price is all inclusive and the Division will not compensate or reimburse the Contractor any other amounts related to Contract performance. The Division will pay the contractor one advance payment annually (per invoice) in July of each year during the term in the amount of $2.500.000.00 and, based on the Deliverables, the amount of $83,333.33 on a monthly basis, minus any amounts due to the Division for financial consequences (see below).

Invoice Requirements
In accordance with Florida Statutes Section 287.058(1)(a), the Contractor will provide the Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to the Division's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:
https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

To be payable, invoices shall:

- Include, at a minimum: the invoice number, invoice date, Contract Number, deliverable reference number and description, remit address, current invoice amount, cumulative amount invoiced to date, and a certifying signature. Payment shall be made in accordance with Florida Statutes Sections. 215.422 and 287.0585, which govern time limits for payment of invoices;
- Include a signature approval from the Contractor. The invoices shall be accompanied by a monthly report specifying the tasks and activities performed; and,
- Invoices must be accepted and approved by the Division.

Financial Consequences Triggers
Financial consequences shall be assessed for contract non-compliance or non-performance. Other than for reasons described in Section 9.E in the Agreement, the Contractor shall reimburse the Division $100 for every five (5) minute period that the Division and its authorized users are unable to access the platform, after an initial grace period of fifteen (15) minutes and up to a maximum of $10,000 per occurrence.

Exhibit "A"
Scope of Work
Florida Statewide Emergency Alert and Notification System

Statement of Purpose / Need
Florida Statutes Section 252.35(2)(a)6 requires The Florida Division of Emergency Management (FDEM) to "establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions."

FDEM seeks to procure a vendor-hosted, "mass notification" system that will provide statewide alerts for imminent or sudden hazards through the use of: Voice telephone calls; Text messages; Emails; Social media; Push Notification; and, Telecommunications Device for the Deaf/Teletypewriter ("TDD/TTY"). The system must integrate with the following alert systems: The Emergency Alert System ("EAS")[1]; and, The Integrated Public Alert and Warning System ("IPAWS")[2]. The system must be able to be triggered by and send out in Common Alerting Protocol (CAP) Format. Additionally, the system must include the capability to: Automatically disseminate weather warnings issued by the National Weather Service ("NWS"); and, Communicate in multiple languages. The system will be made available for FDEM, other state agencies with a public alerting responsibility, Florida College System Institutions and State Universities as defined in 1000.21 Florida Statutes, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility.

Under the authority of the General Services Administration (GSA) Disaster Purchasing Program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

The Contract Manager for the Division will be
Andrew Sussman
Information and Technology Management
Florida Division of Emergency Management
850-815-4110
Andrew.Sussman@em.myflorida.com

[1] The Emergency Alert System (EAS) is a national public warning system that requires broadcasters, cable television systems, wireless cable systems, satellite digital audio radio service (SDARS) providers, and direct broadcast satellite (DBS) providers to provide the communications capability to the President to address the American public during a national emergency. The system also may be used by state and local authorities to deliver important emergency information, such as AMBER alerts and weather information targeted to specific areas.

[2] The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure that provides public safety officials with a way to alert and warn the public about serious emergencies using the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), the National Oceanic and Atmospheric Administration (NOAA) Weather Radio, and other public alerting systems from a single interface.

Background

FDEM already has systems in place to communicate emergency response decisions to other state agencies and to the political subdivisions of this State. As of 2016, FDEM and all counties possess a comprehensive, interoperable communication system that can alert the State's population (both permanent and transient) to the threat posed by an imminent or sudden emergency. The contract for FDEM, and participating political subdivisions under this system, will expire June 30, 2019.

All political subdivisions within the State possess emergency notification and alert systems, provided through the State's current contract or through an alternative system funded locally.

- FDEM assists political subdivisions that do not possess the financial resources to develop and/or maintain an emergency notification and alert system. As a result of these **funding gaps**, segments of the population who reside within the geographical boundaries of those political subdivisions may not have received adequate or effective warnings about imminent or sudden emergencies. The current state contract prevents this gap.
- For citizens who rely on cellular or smart phones for communication, no service provider can guarantee complete coverage throughout the entire State of Florida; hence, **coverage gaps** may inhibit FDEM's ability to communicate emergency notifications and alerts.
- Communication service providers may not possess the capacity to allow every customer in the network to receive or transmit messages at the same time; as a result, **capacity gaps** may delay emergency notifications and alerts that are time-sensitive.
- Not every person in the State of Florida speaks English as his or her primary language. Additionally, some communities within the State may not possess meaningful access to the communication systems that other individuals enjoy. Also, some visitors to the State may not communicate through common or traditional communication systems during their stay. Consequently, **socio-economic and cultural gaps** may limit the ability of FDEM to communicate emergency warnings to vulnerable populations.

When combined, these gaps create a significant communication problem that requires a comprehensive solution. Through this Request for Quote ("RFQ"), FDEM seeks to continue to maintain and enhance a baseline that has been created by procuring an emergency notification and alert system that can span across the funding, coverage, interoperability, capacity, as well as the socioeconomic and cultural divides that previously inhibited FDEM's ability to warn the State's entire population (both permanent and transient) about imminent and sudden emergencies.

Scope of Work

The Vendor shall host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Task Section of the Scope of Work during the contract period. The Vendor will make the system available to FDEM, other

State Agencies with a public alerting responsibility, Florida College System Institutions and State Universities as defined in Florida Statutes Section 1000.21, and Political Subdivisions as defined in Florida Statutes Section 1.01 with a public alerting responsibility. FDEM will maintain account control over the system and all other entities listed above will serve as administrators of the system and primary originators of messages.

Timeframe for bringing entities online:
The current contract that ends June 30, 2019 will have approximately 63 out of 67 counties and over 200 political subdivisions with the current vendor. Respondents shall propose a timeframe needed to bring those entities up to full usage and statewide current capacity during the term of this agreement, which will begin on July 1, 2019 and end on June 30, 2024.

Indicate how many employees you will dedicate to this contract under the proposed funding of $3.5 million annually where a minimum 2-day onsite training and assistance with the onboarding may be requested by jurisdictions/agencies eligible to be a part of this agreement.

System Elements and Sub-elements

1) **Levels of Access**
   The system shall have the following levels of access by definition:
   A. **System Administrator:** Individuals at the state level that perform account administration and oversight activities, to include creating new jurisdiction-level accounts and monitoring system usage across all lower accounts.
   B. **Jurisdiction/Agency Administrator:** Primary user for the jurisdiction/agency, able to create and manage message originator accounts and recipient contact data sources within the jurisdiction's/agency's segment of the system. Also performs the functions of a message originator.
   C. **Restricted User:** An individual authorized to use only portions or certain levels of the system as approved by the Jurisdiction/Agency Administrator.
   D. **Message Originator:** An individual authorized to initiate a notification message and monitor the status of other notifications originated within the jurisdiction/agency.
   E. **Recipient:** An end-user contact in the jurisdiction's/agency's account; someone who receives a notification. Recipient information maintained in this system is owned by the local and state jurisdiction/agency.

2) **System Requirements**
   The System shall include the following, requirements:
   A. Provide statewide coverage to an unlimited number of recipients.
   B. Be capable of sending mass notifications for multiple unique simultaneous events. The system shall accomplish mass notification of the public via phone (landline, VoIP, and wireless), Native SMS via SMPP and MMS messaging, email, Really Simple Syndication (RSS), outbound Common

Alerting Protocol format and social media (at a minimum Facebook and Twitter). The Vendor may provide other methods if capable. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (e.g., a SMS), the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.

C. The system shall have the following levels of access: system administrator, jurisdiction/agency administrator, restricted user, message originator, and recipient. The system must allow each administrator and message originator to have a unique username and credential to access the site and launch notifications, at no additional cost. System shall have tiered administration to include state, county, city and jurisdiction/agency levels as defined in the contract. Administrators shall be able to view system activity of all administrators below their level. There shall be no limit on the number of administrators or message originators. The system must:
    1. Have the ability to offer single sign-on credentials
    2. Be able to remotely wipe an app/user
D. Allow administrators and jurisdiction/agency administrators to create and edit an unlimited number of notification groups and sub-groups. Administrators and jurisdiction/agency administrators shall be able to manage their own user groups. Jurisdiction/Agency administrators shall be able to create an unlimited number of message categories that recipients may subscribe to. The system must have the ability to:
    1. Send notifications to a minimum of 5 million contacts from within one account;
    2. Must use a combination of dedicated Public Switched Telephone Network (PSTN) telephony and on-demand VOIP for enhanced scalability. All PSTN lines must be owned by the Vendor to ensure control and capacity;
    3. Vendor must provide a delivery Service Level Agreement stipulating a minimum of 300,000 voice-based and 600,000 text-based messages per hour;
    4. Must allow an administrative user to adjust and align message delivery to the capacity of the target phone networks to prevent system wide disruption during a large notification.
        a. Preferences must support the ability to define maximum number of simultaneous calls for multiple telephone networks within the same broadcast (i.e. 50 calls per minute to 555-123-xxxx and 100 calls per minute to 555-999-xxxx)
        b. Preferences are easily accessible from within the system's web user interface and require no vendor intervention for quick adjustments.
E. Be web-based and hosted on the Vendor's infrastructure, accessible from any internet connection and browser. The Vendor will not require additional client- or server-based hardware to be housed on-site by administrators. The

web-based system must be compatible with supported versions of industry standard browsers, at a minimum: Internet Explorer, Google Chrome, Apple Safari, and Mozilla Firefox. Message origination must be supported through Windows, iOS, and Android mobile device platforms. All features of the regular desktop browser version must be functional on those platforms. The applications must be "native" mobile device applications and not simply a "skin" that loads mobile-formatted webpages. There shall be no pop-up or banner advertising inside the application. All features in the application must be free for any user and the application must not require the user to consent to any type of future "in-app purchase" before installing the application. The system must have the ability to:

1. Provide all notifications services through one user interface (UI), not multiple UI's.
2. Post to multiple social channels from within the same notification.
3. Message recipient to reply in full sentences and provide geo location.
4. Message recipient to confirm receipt of message and stop notifications upon confirmation.
5. Send follow up to existing notification recipients (i.e. confirmed, not confirmed) for polling.
6. Create reports to show confirmation of receipt and not delivered.
7. Publish to Google Alerts.
8. Shall fully interface with the Integrated Public Alert and Warning System (IPAWS) for alerting via Wireless Emergency Alerts (WEA), Emergency Alert System (EAS), and HazCollect NOAA Weather Radio All Hazards. The system must be able to be triggered from inbound Common Alert Protocol (CAP) format and push outbound in CAP format. The Vendor must be a FEMA IPAWS Alert Origination Software Provider. The system must have the ability to also test in a separate environment from live and require for IPAWS with separate private key and key store password.
9. Stop a broadcast after being initiated. Ability to set a broadcast duration, whereas broadcast will automatically stop notifying contacts at a set time.
10. Allow for application programming interface (API) functionality for third-party applications for all entities that become part of this agreement upon request.

F. Have the ability to securely accept, upload, and utilize jurisdiction/agency-provided contact files (e.g., User Contact Data) and phone data at no additional cost, and be able to scrub duplicate information, preferably within the system. Vendor will provide publically available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user accounts.
G. Provide a training/exercise mode which provides full functionality, but is separate from contact data in the "real-world" instances of the system.
H. Contain a reporting tool, with the ability for jurisdictions/agencies to define reports without Vendor assistance and any jurisdiction/agency-defined report

format to be generated again in the future. User must be able to customize and can be utilized within the web interface. Exporting into an Excel or .csv file as ONLY option in order to customize the report is NOT acceptable. The number of report formats shall be unlimited. The system shall allow for the export of any data in standard delimited format and pdf. The system must have the reporting ability to:

1. Show notification confirmation of receipt minute by minute, and not delivered.
2. Produce custom reports using all application data including:
    a. Recipient information, distribution group information, call summary, message information and all other fields available in the database.
    b. Allow the user to choose the fields for the report.
    c. Maintain a customized report library where users can save an unlimited number of reports.
    d. Ability to export report data in CSV or PDF format.

I. Allow for the creation and storage of pre-scripted and editable templates and audio and text messages. The system shall be able to store broadcast templates/scenarios with content and recipients for later deployment. The system shall allow jurisdiction/agency administrators and message originators to edit pre-scripted messages and scenarios as needed.

J. Capable of voice recording by jurisdiction/agency administrators and message originators. System shall be capable of text-to-speech. Voice recordings and text-to-speech must be reviewable as part of message origination workflow before message transmission.

K. Allow for web-based access for recipients any participating jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. Vendor will provide publically available landline and Voice Over Internet Protocol (VOIP) contacts appropriate to the jurisdiction/agency user accounts.

L. Allow the public to opt in to the system by registering phone numbers, SMS/MMS numbers, and email addresses. This information shall be updated in real time. Lost password and user name recovery shall be accomplished automatically and without administrator action. The system must have the ability to:

1. Register all opt-in contacts locally and seamlessly roll up to agency, city, county and state level accounts in real time (no delay between registration at local level and contact populating in County and State Account).
2. Notify special event attendees, seasonal visitors, or tourists with a simple key word to text and opt-in.
3. Allow jurisdiction/agency users to download all contacts from system at any time. When a jurisdiction/agency downloads contacts from a system at any time, a message will prompt to notify Florida users of the following statute: Section 119.071 (5)(j) General exemptions from

inspection or copying of public records.—j) Any information furnished by a person to an agency for the purpose of being provided with emergency notification by the agency is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to information held by an agency before, on, or after the effective date of this exemption.

4. Have internal employee contacts in a different environment from public contacts to avoid the potential of sending internal notifications to public contacts.

M. Allow jurisdiction/agency administrators to customize, without vendor intervention, the opt-in page content and banner for custom branding.

N. Have the ability for recipients to identify a preferred language. The system shall support messages in multiple languages. The system shall use Google translate or a Vendor-supported capability that is better than Google Translate. The system shall allow administrators to select the languages with which they would like to communicate; at a minimum, the list of languages must include English, Spanish, and Haitian Créole. The system shall allow for a separate message body text box and separate manual recording field for each dialect. The system shall also allow for web-based access for recipients to a jurisdiction/agency-specific subscription portal where they can "opt in" to the system and select the types of alerts they would like to receive and manage contact information. The user interface for the subscription portal must be available in the aforementioned languages.

O. Allow citizens to register a minimum of two (2) location points in their recipient profile (e.g., home, school, work) unless the jurisdiction/agency requests only one location point. The system shall provide all of the following methods for recipient registration:

1. Automatically compare addresses against the United States Postal Service data to suggest a correct address, and then automatically geocode the address into the recipient's profile.
2. Provide the ability for recipients to manually input latitude/longitude (e.g., decimal degrees and United States National Grid.)
3. The ability for recipients to access a graphical user interface where they can view their location on a map and select point.
4. Allow jurisdiction/agency administrators to view all geocoded contacts on a map. Must be able to support multiple types of polygons alerting to contacts.
5. Define an area(s) or zone(s) where people utilizing the system app will receive a push notification when entering or within the designated zone regardless if they're signed up for the jurisdiction's/agency's system.
6. Allow custom alert tones for emergency notifications on the user's app.

P. Be able to support a minimum of 3 telephone numbers, 3 SMS numbers, 3 physical addresses, and 3 email addresses per recipient; unless a jurisdiction/agency prefers only 1 telephone number, 1 SMS number, 1 physical address, and 1 email address per recipient.

Q. Adhere to the "Common Alerting Protocol" (CAP) standard specified by

FEMA to include inbound/outbound CAP Format via the Organization for the Advancement of Structured Information Standards (OASIS). As new CAP versions and sources are implemented, the system must be updated to include CAP format changes as part of ongoing system updates.

R. Support automatically adding and removing recipients at the jurisdiction/agency-level from static and dynamic groups without vendor assistance. System will allow for jurisdiction/agency level scheduled automated contact file uploads to utilize information.
S. Have the inherent capability to immediately import and export recipient group and sub-group data without vendor assistance.
T. Be capable of accepting, via secured web upload, phone data and mapping updates at no additional cost.
U. Be capable of managing special databases, such as a special needs registry, with all the same functionality as other contact databases and must also allow permissions on managing data and notifications to be set for various users. There is an overall level for the manager(s) of the registry, and sub level(s) for managers of groups, such as the ability for a home healthcare organization to manage their registrant information without seeing other registrants which are not under their care in the system. These positions can also be given or restricted from the ability to send notifications. If they are allowed to send notifications, there must be an ability for them to set a phone number for call back that does not default to the phone number used for notifications from the jurisdiction/agency over the system. Administrators can add additional information questions to registration without assistance from vendor.

3) Geographical Information System Requirements

The System shall include the following GIS requirements:

A. Offer GIS functionality of administrator-drawn geographic/polygon selection of specific areas to transmit messages and generate call lists. Jurisdiction/Agency administrators shall be able to choose to use the system's GIS functionality or to import local GIS shapefiles.
B. Support the ability to search for a geographic location using a contact name, address, street segments, zip code, and latitude/longitude.
C. Offer local GIS geocoding capability. The ability for local import of an address locator so that this locator can geocode against uploaded data and be capable of producing a downloadable geocoding report shall list the addresses which were geocoded correctly and which addresses failed the geocoding process.
D. System must be ArcGIS Server compatible and allow users to import custom maps, shapes, and layers from local servers.
E. Allow for a search of the recipient database using any of the fields contained in the database.
F. Support the ability to target a region defined by a combination of a contact location, an address point or a landmark, and a radius around that address.
G. Include the ability to resize, modify, and rotate the shapes after initial drawing or placement.

H. Include the ability to drag and drop the shapes to a different location on the map.
I. Include the ability to create both inclusion and exclusion polygons.
J. Display the number of recipients included within a selected region.

4) Notification Requirements

The System shall include the following notification requirements:

A. Use of the system shall not be governed by number of minutes, messages, increments, or credits. System shall accomplish mass notification of the public via phone (landline, VOIP, and wireless), Native SMS via SMPP and MMS messaging, email, really simple syndication (RSS), Push Notification, and Social Media. The system shall be able to send messages through each of these mediums simultaneously. For notification methods where the sent message exceeds the allowed number of characters (i.e. a SMS) the system shall intelligently detect and provide an alternate mechanism for the recipient to view the complete message, such as a short-code link.
B. All text/SMS messaging shall be Short Message Peer-to-Peer (SMPP) messaging via cellular network gateway providers. Delivery of IPAWs/Cell Broadcast messaging shall be CAP compliant pushed to the defined cellular network platform/gateway. To reduce the possibility of notification messages being handled as spam, the Vendor must have an established SMPP short code that it whitelisted with the major US commercial cellular carriers (at minimum Verizon, T-Mobile, Sprint, and AT&T). SMTP text messaging, or any portion of the user profile that requires a user to specify their mobile carrier, does not meet this requirement.
C. Be able to launch automated weather alerts for specified Watch, Warning, or Advisory products generated by the National Weather Service. These alerts must be based on the Latitude/Longitude Polygon box provided by the National Weather Service to retain the geographic specificity intended by the issuing Weather Forecast Office, such as a river basin or Storm-Based warning. Weather alerting based on county name or zip code does not meet this requirement. The National Weather Service is the only recognized alerting authority for this requirement.
D. Be accessed by message originator for the purpose of launch and utilization via a computer with internet connection, smart phone, mobile app and phone, to record and schedule calls. Mobile apps shall be designed specifically for their respective device and platform and must support visual GIS map based notifications.
E. Enable message originators to specify whether recipients must acknowledge human receipt of a message. If confirmed receipts are requested, the system must continue trying to reach the recipient until positive confirmation has been received with human acknowledgement. Once acknowledgement has been received, the system will cease all further attempts to reach that recipient.
F. Allow message originators to enable a timeout option for notifications, at which time notification attempts will cease, even if a user has not been

successfully contacted. For weather notifications, this timeout window should default to the expiration of the product issued by the National Weather Service.

G. Allow jurisdiction/agency administrators to use a system default or create a jurisdiction/agency level caller ID and sent-from email address to outgoing notification recipients.
H. Allow outgoing notification messages to contain photo, video, and audio attachments and links.
I. System shall be Americans with Disabilities Act (ADA) compliant for photo, video, and audio attachments and links, to include TDD/TTY capability.
J. Provide online real time reports detailing success, failure, and reason for failure. These reports shall be customizable per jurisdiction/agency administrator.
K. Be able to recognize human voice versus an answering machine and wait until the outgoing message from an answering machine or voicemail system has ended prior to leaving the message.
L. Allow for voice message throttling, which allows the sender to determine and define desired delivery rate for specific areas, area codes, and prefixes so as to not overwhelm a telephone exchange for a given area.
M. Allow for "auto call throttling" capability. At a minimum, Vendor must provide a real-time demonstration of the technology, accompanied by reports, that prove how the system automatically adjusts calls during network congestion, the success rates, retries to unsuccessful calls, network capacity reports, and final call completion success rates.
N. Vendor must be capable of monitoring delivery performance and automatically increasing system capacity on demand to avoid long broadcast delays.
O. When Vendor is periodically enhancing their system capacity clients must experience no downtime impact during capacity enhancements.
P. Vendor must be capable of simulating system performance tests:
    1. Performance tests must support real-life simulations including, but not limited to, percentage of confirmed calls in the first attempt and the ability to customize broadcast setting and delivery contact paths.
    2. Simulation test calls must not be placed to invalid (555-XXXX) phone numbers.

5) Security Requirements

The System shall include the following security requirements:

A. Require a secure login for any administrator or message originator to access the system. The secure login shall be a case-sensitive complex password with the following attributes:
    1. Minimum of 12 character passwords
    2. Maximum of 15 characters
    3. Combination of upper and lower case letters
    4. Allow for numeric and common symbols (e.g., ! @#$%^&*)
B. Encrypt data at rest and in transit.

C. Lockout accounts after 3 failed login attempts.
D. Allow 24 password generations. Meaning user must use 24 unique passwords before they can reuse the first password.
E. Allow customizable password expiration for the account and configurable session timeouts.
F. Create an auditable event log for all account actions to be accessible by system administrator.
G. System data centers shall reside in the United States.
H. Have the option to require a PIN to receive message for internal employee notifications.
I. System shall be Department of Homeland Security (DHS) Safety Act Certified as a Qualified Anti-Terrorism Technology and provide proof of certification. https://www.dhs.gov/publication/safety-act-liability-protection
J. System must be Service Organization Control (SOC3) compliant or better. Proof of compliance is required.
K. System must be Federal Risk and Authorization Management Program (FedRAMP) compliant, or working towards compliance by July 1, 2019. Proof of compliance or proof that compliance will be met by July 1 is required.

6) Support Requirements

The System shall include the following support requirements:

A. The Vendor shall provide 24/7/365 employee staffed technical support helpdesk assistance via telephone and internet support for the application's users at all levels, reachable by telephone or email and internet, and with sufficient resources to respond to assistance requests within 30 minutes. Helpdesk assistance must be available in multiple languages and via TTY and cannot be "on-call." Helpdesk assistance must be in-house; no third-party Vendors to be used.
B. In addition to helpdesk support, the Vendor will provide a representative who resides in the State of Florida to assist with technical support during times of emergencies and critical events, and testing for such events, at any jurisdictional/agency level to expedite assistance in meeting the needs of the jurisdictions/agencies within the bounds of the Scope of Work. The representative must be reachable via phone and email, and have connectivity to send messages on behalf of a jurisdiction/agency when requested.
C. The Vendor shall be able to initiate alert notifications on behalf of administrators and jurisdiction/agency administrators if connectivity with the system is lost.
D. The Vendor shall provide maintenance of the system to ensure there is no downtime. The system will provide a backup site as redundancy with an automatic flip in the case of site failure.
E. The system will provide online user help and assistance. Online help will consist of text-based, contextual help, as well as video and audio assisted help. Help for system use should also be interlaced within the site (e.g., screen-within-a-screen). Training for system use must be web-based.

F. The annual maintenance agreement will include Vendor maintenance, and support shall include all applicable patches released, including for any third-party system components.
G. There must be a 9-month period to test system functionality to allow for the event that users determine additional requirements or fixes to fulfill the intended and needed use of the system. The Vendor will meet these needs if they are determined within the testing period.
H. The system's recipient data, including opt-in or jurisdiction/agency-supplied, remains the property of the jurisdiction/agency and/or State of Florida. The data must be exportable from the system at any time and provided to the State of Florida for distribution to jurisdictions/agencies upon termination of the contract. Data shall only be used by the Vendor for the sole-purpose of initiating notifications through the system and may not be used for marketing purposes. The data may not be sold or rented or given to any third party.
I. The Vendor shall conduct at least one webinar training a month, available to any administrator of the system, during the contract period if requested.
J. Where requested by an eligible jurisdiction/agency, Vendor will support a minimum two-day onsite training and onboarding for new users.

Tasks:
The Vendor shall complete the following:

1. Deliver a system that satisfies all of the System Requirements, Geographical Information System Requirements, Notification Requirements, Security Requirements, and Support Requirements outlined in the Scope of Work above by July 1, 2019.
2. In a test environment within the Vendor's system, Vendor will conduct a jurisdiction/agency-level (per FDEM direction) notification test using telephone, SMS, and email by no later than July 30, 2019
3. Host and maintain the emergency alert and notification system that shall continue to meet the requirements outlined in the Scope of Work for the duration of the contract period.
4. Continue to provide services in this Scope of Work to entities that acquired services through Memoranda of Agreement executed under contract number DEM-16-PG-E4-13-00-22-379.
5. Provide services in this Scope of Work to entities that may acquire services through Memoranda of Agreement executed under this Agreement.

Deliverables
No later than the 20th calendar day of each month, the Vendor shall provide an invoice for payment to the Contract Manager via email, along with a report documenting the usage and work performed (in a format approved by the Contract Manager), that at a minimum contains the following:

- The number of broadcast notifications sent;
- The number of recipients who received notifications;
- The number of messages sent to broadcast the notifications;
- The number of business and residential contacts including VOIP, and any

increases;
- The number of contacts subscribed to the system;
- The name and number of jurisdictions/agencies using the system; and,
- Any issues or problems, including, but not limited to, the items in the Financial Consequences section regarding System uptime, System Performance, Catastrophic System Failure Recovery Time, and High Priority Issues that arose during that month, the duration of the issue or problem, the jurisdictions/agencies impacted, and the resolution or corrective action taken.

Period of Performance
July 1, 2019 through June 30, 2024.

Method of Compensation
It is anticipated that the Division will issue one (1) five-year fixed price Contract to the awarded Vendor. The Contract price is all inclusive and the Division will not compensate or reimburse the Contractor any other amounts related to Contract performance. The Division will pay the contractor one advance payment annually (per invoice) in July of each year during the term in the amount of $2.500.000.00 and, based on the Deliverables, the amount of $83,333.33 on a monthly basis, minus any amounts due to the Division for financial consequences (see below).

Invoice Requirements
In accordance with Florida Statutes Section 287.058(1)(a), the Contractor will provide the Contract Manager invoices in sufficient detail for a proper pre-audit and post-audit thereof. All invoices must be submitted on a monthly basis to the Division's Contract Manager in accordance with the State of Florida Reference Guide for State Expenditures at:
https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.

To be payable, invoices shall:
- Include, at a minimum: the invoice number, invoice date, Contract Number, deliverable reference number and description, remit address, current invoice amount, cumulative amount invoiced to date, and a certifying signature. Payment shall be made in accordance with Florida Statutes Sections. 215.422 and 287.0585, which govern time limits for payment of invoices;
- Include a signature approval from the Contractor. The invoices shall be accompanied by a monthly report specifying the tasks and activities performed; and,
- Invoices must be accepted and approved by the Division.

Financial Consequences Triggers
Financial consequences shall be assessed for contract non-compliance or non-performance. The table below describes the financial consequence triggers.

Before submitting an invoice, the Contractor shall deduct financial consequences or

liquidated damages due. The Division's Contract Manager will notify the Contractor of the Division's intent to deduct financial consequences pursuant to the applicable contract provision. Failure by the Division to notify the Contractor for any financial consequences shall not relieve the Contractor from such obligations. The Division shall only pay the Contractor for documented services delivered and approved by the Contract Manager.

Financial Consequences Triggers

Description	Amount	Financial Consequences Trigger
System Uptime	$250 per day	System is down and unavailable for over 30 minutes in a 24-hour period.
System Performance	$250 per day	System falls below guaranteed system performance levels for over three consecutive days, not including state observed holidays. Upon triggering, financial consequences are retroactive to day one.
Catastrophic System Failure Recovery Time	$500 per day	Following a catastrophic failure, system is not available in the time stated in the SLA.
High Priority Issues	$250 per day	Issue not resolved to the Division's satisfaction per the Service Level Agreement (SLA) for three occurrences during a calendar month.

Financial Consequences for Non-Performance
If the Vendor fails to provide the monthly report in the timeframe, and as required by the Deliverable section above, the Division shall impose a financial consequence, reducing the total monthly invoice amount equal to 1% for each day the report is late or missing information. The Vendor shall not be liable for delays directly caused by the Division.

Exhibit B
Price Sheet
RFQ-DEM-18-19-021
Florida Statewide Emergency Alert and Notification System

Deliver, host and maintain an emergency alert and notification system that continues to meet requirements outlined in the Scope of Work during the contract period.

Annual fee $ 3,500,000.00

Total Pricing for 5 years through June 30, 2024. $ 17,500.000.00

The criteria for price evaluation shall be based upon the following formula:
(Low Price/Proposer's Price) x Price Points = Proposer's Awarded Points

***Monthly invoice amount to be determined with awarded Vendor**

Professional Services: Using a separate sheet, the Vendor shall provide position title(s), position descriptions and hourly rate(s) for professional services that MAY be used for jurisdictions/agencies to receive additional customization ABOVE AND BEYOND the Division's technical requirements in this scope. These rates will not be scored and do not count as part of the price points. Please note: Jurisdictions/Agencies are responsible for their own additional customizations including any costs associated with those customizations.

Acknowledgement: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Vendor: Everbridge, Inc. FEID #: 262919312

Address: 155 North Lake Avenue, Suite 900 City: Pasadena

State: CA Zip Code: 91101

Telephone Number: 781.373.9880 E-Mail Address: bridget.sarris@everbridge.com

Authorized Signature: [signature]

Printed / Typed: Phillip E. Huff, CAO Date: 3.14.2019

Exhibit C

Everbridge, Inc.
GSA Approved End User License Agreement

This End User License Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**) and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time (**"Customer"**), effective on the date of signature by an authorized signatory on the Quote or other ordering document (**"Effective Date"**). Everbridge and Customer are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties."**

1. SERVICE.

1.1 Orders. Everbridge shall provide Customer access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the "Quote"). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Collectively, the Solutions and professional services are referred to as the "**Services**". Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Solution to contact the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Unless otherwise provided in the applicable Quote or documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Customer or an Included Department. "**Included Department**" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Customer. "**Contacts**" are individuals who Customer contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Customer is set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (**"Pricing"**). All pricing must be consistent with the Schedule Price List. If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at rates consistent with the Schedule Price list. .Professional Services must be used within 12 months from date of purchase. Everbridge acknowledges that payment is subject to the appropriation of additonal funds by the Legislature.

3. RESPONSIBILITIES.

3.1 Users. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Services in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Solutions. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. "**Customer Data**" is all electronic data transmitted to Everbridge in connection with the use of the Solutions, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. "**Service Providers**" shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Solutions. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Solutions are a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Solutions.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Solution or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension, Everbridge shall use its best efforts to notify Customer through its Customer Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Solutions subject to the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Solutions.

6.2 Restrictions. Customer shall use the Solutions solely for its internal business purposes and shall not make the Solutions available to, or use the Solutions for the benefit of, any third party except as expressly contemplated by this Agreement.

Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Solutions (the **"Software"**) or create derivative works based on the Software, the Solutions or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Solutions; (v) create internet "links" to or from the Solutions, or "frame" or "mirror" any content forming part of the Solutions, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solutions; (vii) use the Solutions in violation of any applicable law or regulation; or (viii) access the Solutions for purposes of monitoring Solutions availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Solutions, the Software or any other proprietary technology, material or information made available to Customer through the Solutions or otherwise in connection with this Agreement (collectively, the "Everbridge **Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Solutions, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein,. **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. The Receiving Party shall not disclose any Confidential Information of the Disclosing Party except: (i) to the personnel of the Receiving Party or its parent, subsidiary or affiliate organizations having a need to know; or (ii) to the personnel of the Receiving Party's consultants and service providers having a need to know, and only then if such consultants and service providers are bound by confidentiality and non-disclosure commitments substantially similar to those contained herein. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Solutions, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, **"First Responders"**). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Solutions does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Solutions. Customer represents and warrants that all notifications sent through the Solutions shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Solutions, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Solution directly infringes an issued patent or other IP Right in a

country in which the Solution is provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Solution; (ii) replace same with a non-infringing service; (iii) modify such Solution so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Solution in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Solution other than the most current release made available to Customer, or (z) any modification of the Solution by any person other than Everbridge.

9.3 Indemnification Process. Customer shall (a) promptly give notice of the Claim to Everbridge once the Claim is known; (b) cooperate with Everbridge's efforts to defend and settle the Claim; and (c) provide Everbridge with all available information and reasonable assistance in connection with the defense of the Claim.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government's or State of Florida's right to recover for fraud or crimes arising out of or related to this Agreement under any federal or State fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. See GSA Schedule 70 contract and individual ordering document.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of Florida.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer's express written consent in order to reference Customer's name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in *the* Customer's *Quote.*

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website in order to drive Contact opt-in registrations.

If Client Is Ordering Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. **"Data Feed"** means data content licensed or provided by third parties to Everbridge and supplied to Customer in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

2. **Incident Management/IT Alerting.** For Customers purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Customers may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Customer shall be provided the number of incident templates purchased pursuant to the Quote. **"Incident Administrator"** means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. **"Incident Operator"** means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.

1 IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it.

1. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

2. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

3. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate.

Brevard County Emergency Management

Mass Notification System

Page #	1 of 7	Date Issued	07/14/2014
Approved By	Michele Jones	Date Reviewed	11/9/2016
Approved Date	11/9/2016	Revision #	8

Standard Operating Procedure: Mass Notification System

Purpose

Brevard County Emergency Management administers and maintains a mass notification system for the purpose of alerting citizens to natural and man-made emergencies including, but not limited to evacuations, danger to human life or property, space launches and large scale boil water notifications.

This guide is intended to establish operational guidelines for the effective administration and use of the mass notification system and to provide rules for uniform use. This guide is also to be utilized by agencies and municipalities part of the Mass Notification Users Group.

Scope

This guide applies to all Emergency Management staff and users within agencies and municipalities in the Brevard County Mass Notification Users Group with an executed Mass Notification MOA. **This procedure applies to all notifications of partners/employees (internal notifications) and the public (external notifications).**

The following are the authorized uses of the system:

- Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
- Emergency preparedness and response information, such as the availability of sandbag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services and municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the user's steady-state operational posture;
- Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the subdivision impacted by the a disaster;
- Law enforcement searches for a missing person or a manhunt for escape convicts or suspects evading arrest;
- Automated weather warnings provided by the National Weather Service; and
- Notification and recall of employees, contractors, and other response partners who support the activation of the Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, to include specialty response teams.

Definitions

- Account – An account is the access point to the web-based Everbridge Suite platform. Accounts are segmented into Organizations, and are typically segmented further into numerous groups. Brevard County Emergency Management maintains the overall Account for the county and all County departments/offices/agencies.
- Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their contact information through an opt-in portal. Residents and visitors should be encouraged to register at the most local portal for their area.
- County Account Administrator (CCA) – The Brevard County Emergency Management (BCEM) Planning Coordinator who is responsible for the day-to-day operations of the overall system.
- Local Organization Administrator (LOA) – An employee of a participating local government agency responsible for day to day operations of the mass notification system, to include system access privileges and program training to Users, assigning roles and granting permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge platform.
    - Each participating organization will provide BCEM with the name and contact information of their Local Organization Administrator.
    - Only two employees per agency can be allowed Organizational Administrative rights to the Public Organization.
- Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the subdivision's keyword(s) or zip code(s) to an established SMS short code.
- Opt-Out – A form is located on the member portal for residents to choose not to receive general information notices from specific or all agencies/municipalities.
- Organization – In the Everbridge Platform, an organization ("Org") contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows Users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.
- Registrant Data – the list of names (persons/businesses), addresses and phone numbers of persons that elect to self-register personal information into the notification database.
- User – an individual who has been designated by the LOA to activate and use the mass notification system, for internal or external usage.
- User Data – the list of names, addresses, phone numbers and other contact information for persons who have been identified as having a legitimate role related to the planning, response, recovery and mitigation of emergencies or disasters.

Administration of Users
The AlertFlorida Everbridge system is entirely web-based, with all management and notification functions accessible

- Via: https://manager.everbridge.net

Account Administrator
The County Account Administrator can add, edit, or delete users for an account. The Director, Senior Emergency Management Coordinator, and Planning Coordinator will have this level of access, and the Planning Coordinator will serve as the CCA.

Organization Administrator
If enabled by the CCA, the Organization Administrator can add, edit, or delete users for its organization. In an effort to maintain security of user and contact data, the establishment of Organization Administrator accounts will be limited to the minimum number practical for functional administration of the organizations in the system.

Account Access
Upon signing the MOA with the County for the use of the Mass Notification System, the Organization will provide the CCA with LOA contact information to register in the agency's organization.

Training
All Account Administrators, Dispatchers, and Message Senders are required to complete the "CARES Best Practices for Notifications" and "MN [Mass Notification] Message Sender" Certifications in Everbridge University.

- Via: http://www.everbridge.com/everbridge-university/

Access Review
The LOA should complete an account access review every 90 days for all administrative user accounts for its agency to validate the continued relationship and need for access of each current user.

Access Removal
The LOA should suspend or delete user accounts, especially in circumstances where the user's employment has been unfavorably terminated, in a minimum of five calendar days following the suspension or termination.

The Organization will be responsible for requesting the transfer of LOA access, should this individual change throughout the contract.

Activation Authority
For any notification, the primary or secondary designee must provide approval. The LOA will provide the CCA the primary and secondary designee per participating agency.

- Brevard County Emergency Management (BCEM)
  - **Primary** - Emergency Management Director
  - **Secondary** – Senior Emergency Management Coordinator
- Brevard County Fire Rescue (BCFR)
  - **Primary** – Shift Supervisor
  - **Secondary** – Incident Commander
- Brevard County Utilities
  - **Primary** – Utilities Director
  - **Secondary** – Area Superintendent
- Brevard County Sheriff's Office (BCSO)
  - **Primary** – Area Unit/Shift Supervisor
  - **Secondary** – Out-of-Area Unit/Shift Supervisor

The dispatcher must add the "Admin" group as a contact group for each notification being sent, no matter the urgency of the message.

Existing SOPs for specific public notifications should be used by the notifying agency. These BCEM SOPs will be provided for reference to each agency.

Policies
The system can be used to conduct employee organization notifications as needed. For public organization notifications to the public, the use of the mass notification system must be limited by the severity of the incident and the time constraints presented. **The system should not be utilized between the hours of 10:00 PM and 6:00 AM unless there is an immediate threat to human life and property. For incidents between these hours, text based notifications and the After Hours template for each agency will be utilized.**

Employee Organization Notifications
Through the notification system, partners and internal contacts can be alerted through fixed lists. These lists have been developed with various response situations in mind in order to provide for flexibility in the notification system.

There is no need for the geo-location aspect in these notifications, as it is a set group of individuals to whom the notification will be sent.

Partners should be alerted if there is a possibility their organization or department will be needed to respond, the Emergency Operations Center, or support roles, will be activated or under the direction of the primary or secondary designee.

Public Organization Notifications

The agency will utilize all available mechanisms to disseminate the warning information as quickly as possible. The method of dissemination will be dependent upon the nature of the incident, the area or persons that need to be warned and the weather conditions.

The agency will make every effort to provide the public with notification in a timely manner and will attempt to provide notification information to as much of the population of Brevard County as possible, within the areas of hazard and within the organization's legal jurisdiction.

Warning the public of an emerging threat that necessitates protective actions on their part requires a rapid and effective notification system. Depending on the urgency of the emergency, various tools will be needed to reach the public and partner agencies.

Notification Responsibility

Operations by emergency services agencies are guided by the Incident Command System (ICS), as defined in the National Incident Management System, and may require establishing a command post at or near the scene of an emergency incident. In the event that the incident threatens human life or property, the appropriate agency shall notify the public.

Mass notifications shall be made by the appropriate agency – i.e. hazardous materials or fire-caused evacuations or sheltering public notifications shall be made by BCFR or municipal fire department, and law enforcement-related notifications shall be made by BCSO or municipal police department.

In exigent circumstances when property or human life is in jeopardy, the on-scene BCSO/municipal supervisor shall contact an on-duty BCFR/municipal District Chief by telephone or radio to ensure concurrence before the Emergency Management Mass Notification SOP may be waived.

Only BCEM, as administrator of the system, may complete notifications for entities who do not have executed agreements with the County, unless exigent circumstances exist when a delay would compromise the safety of the public.

Below is the incident command assignment chart, based on Brevard County's Comprehensive Emergency Response Plan (CEMP), which should be used to assist in determining the appropriate agency responsible for an external callout.

Not every incident type is listed; therefore, if more than one agency is on scene as an incident commander, those agencies should coordinate to ensure concurrence.

Disaster Situation	Incident Command Assignment
Hurricane, Tropical Storm, Winter Storm	Brevard County Emergency Management
Tornado	Fire department with jurisdiction / Brevard County Emergency Management
Rescue	Fire department having jurisdiction
Flood Fighting/Mitigation	Public works or fire department with jurisdiction
Urban Fire	Fire department with jurisdiction
Brush Fire	Fire department with jurisdiction
Hazardous Materials Incident	Fire department with jurisdiction
Mass Casualty Incident	Fire department with jurisdiction
Sinkhole	Public works department with jurisdiction
Civil Disturbance/Hostage/ Mass Immigration	Law enforcement department with jurisdiction
Train Derailment/Aircraft Crash	Fire department with jurisdiction
Nuclear Power Plant Accident/ Launch Anomaly	Brevard County Emergency Management
Cold Weather Emergency	Brevard County Emergency Management
Terrorism	Law enforcement agency with jurisdiction
Health Emergency/Bio-Terrorism	Health department
Agricultural Disaster	Department of Agriculture/Forestry/ Agriculture Extension Services

This table depicts the different types of emergency notification systems that can be used based on the "time in" – either from the start of the incident or until the incident occurs. **Remember, the public organization notifications should be used in situations where there is danger to human life or property** or in as an authorized use as listed above (page 1).

Time Until/Since Incident	Emergency Notification Systems That Can Be Used
DAYS	Emergency Management Homepage Social Media Media Advisories SCGTV Mass Notification (Message 1) – Emails
HOURS	Emergency Management Homepage Social Media Media Advisories SCGTV Mass Notification (Message 1/2) – Emails, texts Emergency Alert System (EAS)/NOAA Weather Radio 2-1-1 Brevard
MINUTES	Emergency Management Homepage Social Media Media Advisories SCGTV Mass Notification (Message 3) – Emails, Texts, phone calls Emergency Alert System (EAS)/NOAA Weather Radio

Through the mass notification system, the public can be alerted to an incident through a geo-located alert (GIS Activation). In a GIS Activation, all notification data found within a selected boundary (call, text, email and phone alert) can be used to send out an alert.

The public should be alerted should they fall within the boundaries of the incident. The GIS Activation Tool should be used to alert the public to ensure the message is geo-located. As depicted in the table, **secondary communication tools should also be used** to reach those that may not be within the system data.

Melbourne City Council
January 13, 2026
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.16.

Subject:
Items Removed from the Consent Agenda

Background/Consideration:

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Human Resources
Presenter:	Ruth Lovejoy
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.17.

Subject:
Contract Award for Group Medical and Ancillary Coverage to United Healthcare Insurance Company, a Connecticut corporation.

Background/Consideration:
The City of Melbourne has contracted with Aetna Health Insurance since April 1, 2022 for group medical services for employees, retirees, and elected officials. The current plan with Aetna will expire on April 1, 2026. In July 2025, the City contracted Brown and Brown Insurance Services, Inc. to prepare and solicit the Request for Proposals (RFP) for group medical insurance and supplemental benefits. The City received proposals from four (4) medical providers: Aetna, Cigna, United Healthcare, and Blue Cross Blue Shield. Brown and Brown reviewed all submitted proposals and the top three (3) competitive bids were presented to the City, including Aetna, Cigna, and United Healthcare. The short-listed firms were invited to present before the Evaluation Committee on November 4 and 5, 2025 in closed sessions.

The Evaluation Committee consists of five (5) representatives of the City, to include the Finance Director, Melbourne Airport Human Resources Administrator, and three (3) representatives of the Human Resources Department (Human Resources Director, Human Resources Manager, and Benefits Coordinator). Criteria for scoring the proposals included General and Administrative, Proposed Benefits, Network, Cost and Guarantees, Prescription Drug Disruption, Implementation and Performance Guarantees, and Public Sector references. The Evaluation Committee was tasked with evaluating each provider based on responses to the RFP, individual presentations, and responses to employee questions.

On November 13, 2025, the Evaluation Committee reconvened at a public meeting for Brown and Brown’s presentation on the best and final offer from each provider and ranked each firm in order of first, second, and third place. United Healthcare ranked first place by four of the five evaluation committee members. As discussed during the December 9, 2025, Regular Council meeting, the ranking selection and recommendation to negotiate with United Healthcare (UHC) was primarily based on their multiple plan offerings as well as the premium credit and first year rate cap.

The Agreement between the City of Melbourne and United Healthcare Insurance Company is attached for review and consideration. The Agreement term is April 1, 2026, through March 31, 2027, unless extended or terminated, and may be extended for two (2) consecutive one (1) year terms after

March 31, 2027. The Agreement includes health insurance and pharmacy under five (5) plan options, vision coverage under two (2) plans, basic and supplemental life and AD&D coverages, short- and long-term disability, and accident, critical illness, and hospital indemnity coverages. The premiums for Vision, Basic Life and AD&D, Supplemental Life and AD&D, Short Term Disability, Long Term Disability, Accident, and Hospital Indemnity shall be guaranteed for three (3) years ending March 31, 2029. The premiums for Critical Illness shall be guaranteed for two (2) years ending March 31, 2028.

In addition, the Agreement includes an annual administrative credit of $125,000 to be applied at the City's discretion. The Agreement also includes a 14.9% rate cap for April 1, 2027, health and pharmacy insurance renewal, after which renewal rates may be increased by UHC based upon a reasonable underwriting assessment. Other employee benefits in the Agreement include a concierge service, wellness rewards up to $600 annually for each enrolled employee and spouse combined, and a dedicated on-site UHC representative to assist members with claims, authorizations, and wellness initiatives.

Contract/Solicitation:
This solicitation was managed by Brown & Brown, Inc., a third-party vendor. Brown & Brown Inc., is a single source vendor. An approved single source form is attached.

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. Additional savings may be achieved based upon employee and retiree elections.

Brown and Brown provided an estimated premium in the amount of $13,978,421 to be paid to UHC for health insurance during the first plan year (April 1, 2026 through March 31, 2027). The City's net estimated cost, as the employer, totals $12,971,837. The enrolled participants' share of the estimated cost totals $1,006,584. There are currently 861 enrolled participants that are expected to be on UHC's plan.

The plan structure will consist of five (5) plan options: the UHC Choice Plan, the Surest Plan, the NHP HMO Plan, the UHC Choice HSA Plan, and the NHP HSA Plan. Each plan option will have four (4) tiers: employee-only (EE), employee and spouse (EE + Spouse), employee and child(ren) (EE + Child(ren)), and family. The City will continue to pay 100% of the employee-only (EE) health insurance premium for each plan option.

Employees electing to participate in the UHC Choice HSA Plan or NHP HSA Plan will receive monthly seed money deposited into their health savings account (HSA). The employee-only tiers will receive $125 per month, and the remaining tiers will receive $250 per month.

A rate chart is provided as an attachment showing the cost split between the City and employees' share for April 1, 2026 through March 31, 2027.

The City recommends keeping the opt-out plan the same. The opt-out plan provides employees who have health insurance coverage elsewhere $150 per month not to be on the City's plan. Deductibles that employees pay from January 1, 2026 to March 31, 2026 through the Aetna plan will be transferred to the UHC plan and will count towards their annual limit.

Requested Action:

Approval of the contract award for the Group Medical and Ancillary Coverage to United Healthcare Insurance Company and authorize the City Manager to execute the agreement between the City of Melbourne and United Healthcare Insurance Company.

AGREEMENT BY AND BETWEEN
THE CITY OF MELBOURNE AND
UNITEDHEALTHCARE INSURANCE COMPANY
(For Group Insurance Coverages Including: Health, Pharmacy, Vision, Basic and Supplemental Life and AD&D, Short Term Disability, Long Term Disability, Accident, Critical Illness, and Hospital Indemnity)

This is an Agreement (this "Agreement") made and entered into by and between the City of Melbourne, a Florida municipal corporation (hereinafter referred to as "the CITY") and, UNITEDHEALTHCARE INSURANCE COMPANY, a Connecticut corporation, and its affiliates (hereinafter collectively referred to as "UHC").

WHEREAS, the CITY advertised for proposals for health insurance coverage and other insurance products and programs for its employees through the CITY's broker via RFP entitled "BB RFP Melbourne 2026 Group Health Insurance" and "BB RFP Melbourne 2026 Group Life, Disability, Vision, Accident, Critical Illness, and Hospital Indemnity Insurance", and UHC was selected as the vendor to provide said services; and

WHEREAS, the CITY and UHC desire to enter into this Agreement for UHC to provide Group Insurance Coverages Including: Health, Pharmacy, Vision, Basic and Supplemental Life, Life and AD&D, Short Term Disability, Long Term Disability, Accident, Critical Illness, and Hospital Indemnity to the CITY's employees and Group Health and Vision coverages to the CITY's retirees;

WHEREAS, the terms of the Health, Pharmacy, Vision, Basic and Supplemental Life, Life and AD&D, Short Term Disability, Long Term Disability, Accident, Critical Illness, and Hospital Indemnity coverages provided by UHC are set forth and governed by the corresponding Certificates of Coverages; and

THEREFORE in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and UHC agree as follows:

SECTION I SCOPE OF SERVICES

1.1 UHC agrees to offer health insurance and pharmacy (aka prescription drug) coverage to the CITY'S employees, Council, retirees and dependents in five plans as specified in Exhibit A (Medical Plans Proposal, Benefit Summaries, Certificates of Coverages and Policies) and Exhibit I (UHC 2027 Renewal Rate Cap) attached hereto and incorporated herein by reference, subject to the terms and conditions set forth herein.

1.2 UHC agrees to offer vision coverage to the CITY'S employees, Council, retirees and dependents in two plans as specified in Exhibit B (Vision Proposal, Benefit Summary, and Certificate of Coverage) attached hereto and incorporated herein by reference, subject to the terms and conditions set forth herein.

1.3 UHC agrees to offer basic and supplemental life and AD&D coverages to the CITY'S employees, Council, retirees and dependents in plans as specified in Exhibit C (Basic and

Supplemental Life and AD&D Proposal, Benefit Summary, and Certificate of Coverage) attached hereto and incorporated herein by reference, subject to the terms and conditions set forth herein.

1.4 UHC agrees to offer short and long term disability coverages to the CITY'S employees in plans as specified in Exhibit D (Short Term Disability Proposal, Benefit Summary, Certificate of Coverage) and Exhibit E (Long Term Disability Proposal, Benefit Summary, Certificate of Coverage) attached hereto and incorporated herein by reference, subject to the terms and conditions set forth herein.

1.5 UHC agrees to offer accident, critical illness, and hospital indemnity coverages to the CITY'S employees, Council, retirees and dependents in plans as specified in Exhibits F (Accident Proposal, Benefit Summary, Certificate of Coverage, and Policy), Exhibit G (Critical Illness Proposal, Benefit Summary, Certificate of Coverage, and Policy), and Exhibit H (Hospital Indemnity Proposal, Benefit Summary, Certificate of Coverage, and Policy) attached hereto and incorporated herein by reference, subject to the terms and conditions set forth herein.

1.6 The CITY'S "Members" are defined as employees, Council members, retirees, and dependents that are deemed by the CITY to be eligible to receive certain designated benefits. Notwithstanding the foregoing, an eligible Member is a Council member, an employee who works full-time, having a normal work-week of thirty (30) or more hours, and who has met any applicable waiting period or other requirements and, if covered under the medical plan at the employee's date of retirement, retired employees as of the April 1, 2026 (the "Effective Date"). Subject to any eligibility exceptions noted herein, an employee becomes eligible for coverage on the Effective Date. The waiting period is the length of time an employee must wait before becoming eligible for coverage.

1.7 UHC shall provide group benefits to the CITY employees, Council members, retirees and dependents under the Agreement in accordance with the exhibits attached hereto, as well as the Certificate of Coverage which describes the benefits provided and the limitations of this Agreement. UHC shall notify the CITY's administrator of any amendments to the Certificate of Coverage, and any applicable notices, on a timely basis and in accordance with federal requirements. The CITY shall provide Members the Certificate of Coverage and any amendments or endorsements to it, other coverage materials and notices applicable to all or any Members on a timely basis and in accordance with federal requirements. The CITY shall provide a copy of the Certificate of Coverage to all Members upon request.

1.8 THE CITY IS ACTING AS UHC'S AGENT FOR LIMITED PURPOSES. The CITY is considered to be an agent of UHC only for the following purposes:

a) collecting Member enrollment information;

b) collecting any required Member contributions;

c) giving out Certificates of Coverage or other coverage information to Members; and

d) delivering notice of termination to Members.

1.9 UHC agrees to provide the following:

a) An annual $125,000 administrative credit to be applied to the health insurance invoices for June 2026, June 2027, and June 2028.

b) A "Packaged Savings Discount" credit of $5.00 PEPM per medical enrolled employee that will be applied to the medical health insurance invoice for 12 months from April 1, 2026 through March 31, 2027.

c) Advocate4Me concierge service for all enrolled Members

d) UHC Core Rewards Wellness Program, with UHC providing up to $300 in incentives per year for each enrolled employee and spouse (up to $600 combined), excluding the Surest Plan until such time as these incentives are approved and offered with Surest.

e) If the CITY renews this Agreement, a 14.9% rate cap for such April 1, 2027 health and pharmacy insurance renewal, as set forth on Exhibit I (the "UHC 2027 Renewal Rate Cap").

f) Dedicated on-site UHC employee to assist Members with claims, authorizations, and wellness initiatives in collaboration with the UHC Field Account Manager.

g) Annual stewardship meeting to review financial performance, utilization trends, top conditions, pharmacy utilization, customer service, UHC updates, and recommendations.

h) Quarterly meetings to discuss wellness program initiatives, UHC updates, and Member services.

i) Detailed medical and pharmacy claims reports provided to the CITY and its consultant for evaluation of potential self-funded options.

1.10 UHC will provide the following mailing and notice services to the CITY on an annual basis:

a) UHC ID Cards for all Members prior to the start of the first plan year

b) UHC ID cards for newly hired employees who become enrolled Members

c) UHC ID cards for newly retired employees who become enrolled Members

d) Notice of Pharmacy Changes

1.11 Deductible and Out of Pocket Max Accumulator. Notwithstanding anything to the contrary in the plans or in UHC's proposals to the CITY, UHC agrees that deductibles and out-of-pocket maximum accumulators obtained between January 1, 2026 and March 31, 2026 shall be credited to the plans provided by this Agreement. For example, a member paying a $250 deductible in February 2026 for services provided under the CITY's then current health care plan will be credited $250 toward meeting his deductible and out-of-pocket maximum under the UHC plan.

1.12 Transition to Policy Year Accumulators. The UHC health insurance plans will initially be based on the CITY's policy year (April 1, 2026 through March 31, 2027), with deductibles and out-of-pocket maximums resetting each year on April 1st in subsequent renewal years.

SECTION II MANNER OF PERFORMANCE

2.1 UHC shall perform all services in a sound manner adhering to the utmost professional standards.

2.3 UHC agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this Agreement.

SECTION III TERM & TERMINATION

3.1 Term.

3.1.1 This Agreement is to commence April 1, 2026 and shall remain in full force and effect until March 31, 2027 unless otherwise extended or terminated as provided herein.

3.1.2 This Agreement may be extended for two (2) consecutive one (1) year terms after March 31, 2027, if elected by the parties no later than January 1st of the subject year. UHC will cooperate to formalize the extension as a written amendment to this Agreement, subject to fee adjustments.

UHC has the right to increase the health insurance rate in accordance with Exhibit I (UHC 2027 Renewal Rate Cap) and will release the renewal rate effective April 1, 2027 no later than November 30th. Thereafter, UHC may increase health insurance renewal rates based upon a reasonable underwriting assessment, provided UHC notifies the CITY of the amount of the renewal rate increase no later than November 5 prior to the subject renewal period. Failure to provide such notice of increases by November 5 in subsequent years shall restrict UHC from increasing rates for the renewal period without the consent of the CITY.

The premiums for Vision, Basic Life and AD&D, Supplemental Life and AD&D, Short Term Disability, Long Term Disability, Accident, and Hospital Indemnity shall be guaranteed for three (3) years ending March 31, 2029. The premiums for Critical Illness shall be guaranteed for two (2) years ending March 31, 2028. UHC will notify the CITY of any rate increases by November 5 prior to the subject renewal period.

Notwithstanding the foregoing, there is no obligation placed on the CITY to elect any term beyond the initial one (1) year term and such election is at the sole discretion of the CITY.

3.2 Termination of this Agreement by the CITY.

3.2.1 The CITY may terminate this Agreement, in whole or in part, with forty-five (45) days prior written notice to UHC. In such event, no benefits will be provided on or after such termination date, except as specifically set forth in this Agreement.

3.2.2 In the event the funds to pay this Agreement become unavailable or are not allocated by the City of Melbourne, the CITY may terminate this Agreement, in whole or in part, with thirty (30) days prior written notice to UHC. In such event, no benefits will be provided on or after such termination date, except as specifically set forth in this Agreement. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.

3.3 Termination of this Agreement by UHC. In accordance with applicable Florida law, UHC may non-renew or terminate this Agreement only for one or more of the following reasons:

3.3.1 the CITY failed to pay premiums or contributions in accordance with the terms of this Agreement or UHC has not received timely premium payments;

3.3.2 the CITY performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Agreement;

3.3.3 the CITY failed to comply with a material provision of this Agreement, including but not limited to a provision which relates to rules for employer contributions or group participation as shown in the applicable Certificate of Coverage;

3.3.4 the CITY ceases offering this specific plan coverage or large group coverage;

3.3.5 there is no longer any enrolled Member who lives or works in the UHC service area;

3.4. Termination of this Agreement by UHC for Non-Payment of Premium: UHC may terminate this Agreement as of any premium due date if the CITY has not paid the required premiums by the end of the Grace Period, as defined in the Grace Period provision. However, if the CITY has given UHC prior written notice in advance of an earlier date of termination, this Agreement will terminate as of that earlier date. The CITY is liable to UHC for any unpaid premiums for the period of time that this Agreement was in force.

3.4.1 If any claims for an employee/dependent are paid within the Grace Period, and this Agreement is terminated for the CITY's failure to pay the premium by the end of the Grace Period, the CITY is also liable for repayment of the claims.

3.4.2 If the CITY's coverage is terminated for non-payment of premiums, then UHC will mail the CITY a written notification that this Agreement has terminated. This notification will include the date of termination and the reason(s) for termination. It is the CITY's obligation to immediately notify each Member of any such termination.

3.5 Grace Period: This Agreement has a thirty-one (31) day "Grace Period". A Grace Period means that if any required premium is not paid on or before the date it is due, it may be paid during the grace period immediately following that premium due date. This Agreement will stay in force during the Grace Period. Premiums must be paid and received directly by UHC by the end of the Grace Period. The Grace Period does not apply to the Premium due on the premium due date if the CITY gave UHC timely written notice that this Agreement is to be terminated prior to such premium due date. If the premiums are not paid and received directly by UHC by the end of the Grace Period, coverage will terminate back to the last day of the month for which the premium payment was made. Documentation indicating that the premium payment was mailed or otherwise transmitted to UHC prior to the end of the Grace Period is not sufficient proof of direct receipt by UHC. UHC must receive all applicable premium payments prior to the expiration of the Grace Period to ensure continuation of coverage.

3.6 This Agreement may be renewed temporarily by the CITY, upon the CITY's sole option after the completion of the initial term or any one-year renewal option, by way of an extension of 180 days beyond the expiration date of the then ending period to allow for the CITY to find replacement services by another provider. The rate for the extension may require an adjustment in accordance with the underwriting assessment at the time of the extension.

SECTION IV CONSIDERATION

4.1 The maximum consideration to be paid by the CITY to UHC for the services contemplated herein shall be paid pursuant to the payment terms and conditions set forth in the applicable Exhibit A for each plan offered. UHC will provide the CITY with a detailed bill and the CITY will pay in accordance with the Florida Prompt Payment Act. The premium quotes contained within Exhibit A are firm and shall not be modified.

4.2 When determining the loss ratio at each renewal period, the total premium will not be reduced by the administrative credit.

SECTION V. RECORDS

5.1 Public Records. Pursuant to Florida law (including but specifically but not limited to Section 119.0701, Florida Statutes), UHC must comply with all applicable public records laws. UHC understands and agrees that the CITY is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in this Agreement are subject to the Florida Public Records Law. UHC agrees to retain public records, and upon request by the CITY, provide to the CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat. A request to inspect or copy public records relating to this Agreement must be made directly to the CITY and UHC shall not release a public record in response to a request arising from anyone other than the CITY. To the extent UHC is "acting on behalf of the CITY" UHC shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., UHC 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 UHC 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 UHC or keep and maintain public records required by the CITY to perform the Service. If the UHC transfers all public records to the CITY upon completion of this Agreement, the UHC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the UHC keeps and maintains public records upon completion of this Agreement, the UHC 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) UHC 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 UHC. In the event of such breach, in addition to all other remedies available, UHC shall pay to the 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 City Clerk's Office; provided that the UHC 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 UHC.

IF UHC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO UHC'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

In the event UHC receives a public records request related to this Agreement and the services provided hereunder, UHC shall promptly forward the same to the CITY for the CITY'S records.

5.2 The CITY shall have the right to audit the books, records, and accounts of UHC that are related to this Agreement in accordance with applicable law, provided such audits are reasonable in scope, duration and frequency. All such audits will be limited to information relating to the calendar year in which the audit is conducted, and the immediately preceding calendar year (up to an 18 month look back). The audits shall be reasonably necessary for CITY to perform planning, administration and financial functions in order to resolve an issue between the parties, except as may be prohibited by law or by third party contract. UHC shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of the CITY shall be kept in written form, or in a form capable of conversion into written form within a reasonable time and, upon request to do so, UHC shall make same available at no cost to the CITY in written form. If necessary, the CITY may be required to sign UHC's HIPAA certification and/or the CITY and its auditors (approved by UHC and paid for by the CITY) may be required to sign UHC's standard confidentiality agreement.

5.3 UHC shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is

longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to UHC's records, UHC shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by UHC. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the parties to discuss a reasonable resolution.

5.4 At no additional cost or expense, UHC shall provide the CITY with monthly, quarterly, semi-annual and annual reports, broken down/filtered by the CITY'S various data sets/requirements, if possible and all as reasonably requested by the CITY at any time during the term of this Agreement or extensions thereof.

5.5 At no additional cost or expense, UHC shall provide the CITY with premium/claims experience and large claims reports (all of which shall be segregated as requested by the CITY and with combined totals) in accordance with UHC's minimum necessary data release standards for any period through ninety (90) days prior to the date of the request and such other reports requested by the CITY if available, within ten (10) days of the CITY'S request at any time during the term of this Agreement and any extensions thereof and within a ninety (90) day period after the expiration of this Agreement.

SECTION VI: EMPLOYMENT RESPONSIBILITY

6.1 UHC shall provide the following full-time exclusively dedicated services and personnel to service the CITY's needs as follows:

a) One (1) full-time dedicated on-site UHC representative to assist employees with claims issues, authorizations, and other general questions. The UHC representative will also help to manage the CITY's wellness program in collaboration with the UHC Field Account Manager.

Any of UHC's employees, subcontractors and any other person(s) performing the services set forth in this Section shall not be deemed as employed by the CITY.

SECTION VII. NOTICE

7.1 Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in this Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph. Notices shall be addressed as follows:

If to the CITY:

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

With a copy via email to:
Human.Resources@MLBFL.org

If to UHC:

UnitedHealthcare
Attn: Health Plan CEO
7901 SW 6th Court, Suite 400
Plantation, FL 33324

SECTION VIII. GOVERNING LAW

8.1 It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION IX. AGREEMENT & CONFLICTING TERMS

9.1 This Agreement includes this document, the RFPs entitled "BB RFP Melbourne 2026 Group Health Insurance" and "BB RFP Melbourne 2026 Group Life, Disability, Vision, Accident, Critical Illness, and Hospital Indemnity Insurance", UHC'S Proposal as modified by UHC's Best and Final Offer, the Certificate of Coverage and all schedules and Exhibits attached thereto and those documents that are set forth in this Agreement as being expressly incorporated herein by reference.

9.2 Priority of Documents. In the event of a conflict between documents, the order of priority of documents shall be as follows:

a) First, this Agreement
b) Second, UHC's Group Policy and Certificate of Coverage
c) Third, the UHC Proposal dated October 2025

SECTION X. AGREEMENT TERMS TO BE EXCLUSIVE

This Agreement, and the documents references herein, constitute the sole and entire agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

SECTION XI. WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

SECTION XII: FORCE MAJEURE

Neither party shall be liable to the other for any failure or delay in performance hereunder due to circumstances beyond its reasonable control including, without limitation, Acts of God and governmental and judicial action not the fault of the party causing such failure or delay in performance.

SECTION XIII INDEPENDENT CONTRACTOR

13.1 The status of UHC (including its employees) shall be that of an independent contractor and not that of a servant, agent, or employee of the CITY. UHC shall not hold itself out as, nor claim to be acting as, an employee, agent, or servant of the CITY. UHC is not authorized to, and shall not make any agreements or representations on behalf of the CITY. For purposes of this Agreement, an "affiliate" means any corporation, other entity or person that directly or indirectly controls or owns, is controlled or owned by, or is under the common ownership or control with a party.

13.2 No party shall have the authority to bind the other or otherwise incur liability on behalf of the other, unless otherwise agreed to in writing between UHC and Group.

SECTION XIV. PROTECTED HEALTH INFORMATION

UHC shall comply with the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations, as applicable.

SECTION XV. AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

UHC warrants that it is an entity authorized to do business in the State of Florida and that UHC will maintain that status with the State of Florida throughout the term of this Agreement.

SECTION XVI. MISCELLANEOUS

16.1 UHC shall comply with all the statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

16.2 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Brevard County, Florida.

16.3 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

16.4 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein", "hereof', "hereunder", and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article or Certificate of Coverage.

16.5 Liability. 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, and no provision of this Agreement shall be interpreted or construed to alter, extend or waive any defense of sovereign immunity. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Agreement.

16.6 Disputes. All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Agreement is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Brevard County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

16.7 Accessibility. Any information, records, data or documentation provided by the UHC that is made available to the city or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA accessibility guidelines.

16.6 Endorsement. All provisions that allow another to use the CITY's name in any advertising, endorsement or promotion are hereby deleted.

16.7 Electronic Signature. Unless waived by the CITY, this Agreement shall not be executed via electronic signatures.

16.8 State Law Certifications and Disclosures.

16.8.1 E-Verify. UHC understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the UHC agrees to comply with the requirements of said statute. UHC 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(2), Fla. Stat. Notwithstanding anything to the contrary in this Agreement, the CITY reserves the right to terminate this Agreement in accordance with §448.095(2), Fla. Stat.

16.8.2 Public Entity Crimes Statement. Pursuant to Section 287.133, Florida Statutes, as amended from time to time, UHC hereby certifies that neither it nor its affiliates(s) have been placed on the convicted vendor list following a conviction for a public entity crime. UHC hereby acknowledges the continuous duty to disclose to the CITY if UHC or any of its affiliates as defined by Section 287.134, Florida Statutes, are placed on the Discriminatory Vendor List.

16.8.3 Foreign Gifts and Contracts. UHC must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

16.8.4 Scrutinized Companies. UHC hereby 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 nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Section list; and c) has not been engaged in business operations in Cuba or Syria. If the CITY determines that UHC has falsely certified facts under this paragraph or if UHC 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 with Section 287.135, Florida Statutes, as amended. The CITY reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended.

16.8.5 Anti-Trust Violations. By entering into this Agreement, UHC certifies that at the time of entering into this Agreement, neither it nor its affiliate(s) are on the anti-trust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

16.8.6 Environmental and Social Government and Corporate Activism. Pursuant to 287.05701, Florida Statutes, as may be amended, CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Vendors are also prohibited from giving preference to subcontractors based on the factors set forth therein. Violations of this paragraph 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.

IN WITNESS WHEREOF, the parties set forth above have set there hand and seal.

CITY:

CITY OF MELBOURNE, a Florida municipal corporation

_____
Jenni Lamb, City Manager

[City Seal]

ATTEST:

_____
Kevin McKeown, City Clerk

Date: _____

UHC:

UNITED HEALTHCARE INSURANCE COMPANY, a Connecticut corporation

_____
Name: Marybeth Goodwin
Title: VP, Sales & Account Mgt

Date: January 7, 2026

- Exhibit A: Medical Plans Proposal, Benefit Summaries, Certificates of Coverage and Group Policies
- Exhibit B: Vision Proposal, Benefit Summary, and Certificate of Coverage
- Exhibit C: Basic and Supplemental Life and AD&D Proposal, Benefit Summary, and Certificate of Coverage
- Exhibit D: Short Term Disability Proposal, Benefit Summary, and Certificate of Coverage
- Exhibit E: Long Term Disability Proposal, Benefit Summary, and Certificate of Coverage
- Exhibit F: Accident Proposal, Benefit Summary, and Certificate of Coverage
- Exhibit G: Critical Illness Proposal, Benefit Summary, and Certificate of Coverage
- Exhibit H: Hospital Indemnity Proposal, Benefit Summary, and Certificate of Coverage
- Exhibit I: UHC 2027 Renewal Rate Cap

City of Melbourne

Plan Design	Current - Aetna HMO OA Elect-Choice EPO	Current - Aetna POS OA Managed-Choice POS	Recommended 2026 Plans - Employees Choose the Plan to Best Meet their Needs Choice EKRB MOD/INS Choice Rx:D01 MOD	Surest C6000 Rx: Alt 2	NHP HMO EKXA NHP Rx: NH47 MOD	Choice HSA EKOA/INS Choice Rx: 570-HSA	NHP HSA EKUT NHP HSA Rx: NH21-HSA
Deductibles							
Individual	$1,500	$2,000	$1,500	$0	$500	$2,500	$2,500
Family	$3,000	$4,000	$3,000	$0	$1,000	$5,000	$5,000
OOP Maximums							
Individual	$3,000	$3,000	$3,000	$6,000	$3,500	$5,000	$5,000
Family	$6,000	$6,000	$6,000	$12,000	$7,000	$10,000	$10,000
Member Coinsurance	20%	20%	20%	N/A	20%	20%	20%
Physician Office Visits							
PCP	$25	$25	$25	$20 to $105	$20	Deductible + Coinsurance	Deductible + Coinsurance
Specialist	$50	$50	$50	$20 to $105	$30	Deductible + Coinsurance	Deductible + Coinsurance
Hospital Services							
Inpatient	Deductible + Coinsurance	$250/Day (Max 5 Days)	Deductible + Coinsurance	$200 to $3,000	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance
Outpatient	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance	$35 to $3,000	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance
Ambulatory	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance	$35 to $3,000	$300	Deductible + Coinsurance	Deductible + Coinsurance
Emergency Room	$350	Deductible + Coinsurance	$350	$600	$300	Deductible + Coinsurance	Deductible + Coinsurance
Urgent Care	$50	$50	$50	$60	$50	Deductible + Coinsurance	Deductible + Coinsurance
Diagnostic (Free-Standing Facilities)							
Lab	$0	$0	$0	$0	$0	Deductible + Coinsurance	Deductible + Coinsurance
X-Ray	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance	$0	$50	Deductible + Coinsurance	Deductible + Coinsurance
Advanced Imaging	Deductible + Coinsurance	$250	Deductible + Coinsurance	$125 to $850	Deductible + Coinsurance	Deductible + Coinsurance	Deductible + Coinsurance
Pharmacy							
Retail Tier 1 (Non-Preferred Generic)	$15	$15	$15	$10	$15	Ded + $10	Ded + $10
Retail Tier 2 (Preferred Brand)	$45	$45	$45	$60	$45	Ded + $35	Ded + $35
Retail Tier 3 (Non-Preferred Brand)	$90	$90	$90	$90	$90	Ded + $70	Ded + $70
Mail Order	2x's Copay	2x's Copay	2x's Copay	2.5x's Copay	2x's Copay	2.5x's Copay	2.5x's Copay
Out-Of-Network Benefits							
Deductibles							
Individual	N/A	$4,000	N/A	$0	N/A	N/A	N/A
Family	N/A	$8,000	N/A	$0	N/A	N/A	N/A
OOP Maximums							
Individual	N/A	$6,000	N/A	$12,000	N/A	N/A	N/A
Family	N/A	$12,000	N/A	$24,000	N/A	N/A	N/A
Member Coinsurance	N/A	30%	N/A	N/A	N/A	N/A	N/A

Plan Rates		OA Elect-Choice EPO		OA Managed-Choice POS	Choice	Surest	NHP HMO	Choice HSA	NHP HSA
Employee:	448	$914.88	57	$988.30	$891.27	$862.69	$696.01	$675.89	$512.41
Employee + Spouse:	70	$2,012.68	25	$1,976.62	$1,960.75	$1,897.87	$1,531.19	$1,486.93	$1,127.26
Employee + Child(ren):	51	$2,241.40	16	$2,184.18	$2,183.56	$2,113.54	$1,705.19	$1,655.90	$1,255.36
Family:	157	$3,128.74	37	$3,162.58	$3,048.00	$2,950.26	$2,380.25	$2,311.44	$1,752.34
	726		135						

Annual Savings from Current HMO	Choice	Surest	NHP HMO	Choice HSA	NHP HSA
Employee:	-$283.32	-$626.28	-$2,626.44	-$2,867.88	-$4,829.64
Employee + Spouse:	-$623.16	-$1,377.72	-$5,777.88	-$6,309.00	-$10,625.04
Employee + Child(ren):	-$694.08	-$1,534.32	-$6,434.52	-$7,026.00	-$11,832.48
Family:	-$968.88	-$2,141.76	-$8,981.88	-$9,807.60	-$16,516.80

Funding & Contribution Summary

2026 Funding & Contributions

Scenario Summary A

EE Only Tier: 60% Enroll in Choice Plan, 20% Surest (for $0 deductible & all in pricing), & 20% UHC HSA (for HSA Seed)
ES, EC, & Family Tiers: 20% Enroll in Choice Plan, 20% Surest, 30% NHP HMO (for richer benefits & lower premiums), & 30% NHP HSA (for HSA seed & lower premiums)
City Seeds HSA $1,500 EE and $3,000 ES, EC, & Family Tiers

Aetna HMO

2025 Monthly Funding & EE | ER Contributions							Per Pay 24
Tier	Enroll	Premium	ER ($)	ER (%)	EE ($)	EE (%)	
EE only	448	$914.88	$914.88	100%	$0.00	0%	$0.00
EE + SP	70	$2,012.68	$1,711.88	85%	$300.80	15%	$150.40
EE + CH	51	$2,241.40	$1,962.24	88%	$279.16	12%	$139.58
Family	157	$3,128.74	$2,739.06	88%	$389.68	12%	$194.84
Monthly Total	726	$1,156,277	$1,059,805	92%	$96,473	8%	

UHC Choice Plan EKRB MOD Rx:D01 MOD

2026 Monthly Funding & EE | ER Contributions							Per Pay 24	Per Pay EE Δ from HMO 2025 ($)	Per Pay EE Δ from HMO 2025 (%)
Enroll	Premium	ER ($)	ER (%)		EE ($)	EE (%)			
303	$891.27	$891.27	100%		$0.00	0%	$0.00	$0.00	-
19	$1,960.75	$1,665.75	85%		$295.00	15%	$147.50	($2.90)	-2%
13	$2,183.56	$1,913.56	88%		$270.00	12%	$135.00	($4.58)	-3%
39	$3,048.00	$2,668.00	88%		$380.00	12%	$190.00	($4.84)	-2%
374	$454,831	$430,864	95%		$23,967	5%			

Aetna POS

Tier	Enroll	Premium	ER ($)	ER (%)	EE ($)	EE (%)	
EE only	57	$988.30	$914.88	93%	$73.42	7%	$36.71
EE + SP	25	$1,976.62	$1,681.20	85%	$295.42	15%	$147.71
EE + CH	16	$2,184.18	$1,912.16	88%	$272.02	12%	$136.01
Family	37	$3,162.58	$2,768.70	88%	$393.88	12%	$196.94
Monthly Total	135	$257,711	$227,215	88%	$30,496	12%	

Surest C6000 Rx: Alt 2

Enroll	Premium	ER ($)	ER (%)		EE ($)	EE (%)			
101	$862.69	$862.69	100%		$0.00	0%	$0.00	$0.00	-
19	$1,897.87	$1,637.87	86%		$260.00	14%	$130.00	($20.40)	-14%
13	$2,113.54	$1,883.54	89%		$230.00	11%	$115.00	($24.58)	-18%
39	$2,950.26	$2,630.26	89%		$320.00	11%	$160.00	($34.84)	-18%
172	$265,983	$245,545	92%		$20,438	8%			

NHP HMO Plan EKXA MOD Rx: NH47

Enroll	Premium	ER ($)	ER (%)		EE ($)	EE (%)			
0	$696.01	$696.01	100%		$0.00	0%	$0.00	$0.00	-
29	$1,531.19	$1,321.19	86%		$210.00	14%	$105.00	($45.40)	-30%
20	$1,705.19	$1,525.19	89%		$180.00	11%	$90.00	($49.58)	-36%
58	$2,380.25	$2,110.25	89%		$270.00	11%	$135.00	($59.84)	-31%
107	$216,444	$191,127	88%		$25,317	12%			

UHC Choice HSA Plan EKOA Rx: 570 HSA

Enroll	Premium	ER ($)	ER (%)	Monthly HSA Seeding	EE ($)	EE (%)			
101	$675.89	$675.89	100%	$125.00	$0.00	0%	$0.00	$0.00	-
0	$1,486.93	$1,306.93	88%	$250.00	$180.00	12%	$90.00	($60.40)	-40%
0	$1,655.90	$1,505.90	91%	$250.00	$150.00	9%	$75.00	($64.58)	-46%
0	$2,311.44	$2,091.44	90%	$250.00	$220.00	10%	$110.00	($84.84)	-44%
101	$68,265	$68,265	100%	$12,625	$0	0%			

NHP HSA Plan EKUT Rx:NH21 HSA

Enroll	Premium	ER ($)	ER (%)	Monthly HSA Seeding	EE ($)	EE (%)			
0	$512.41	$512.41	100%	$125.00	$0.00	0%	$0.00	$0.00	-
29	$1,127.26	$1,007.26	89%	$250.00	$120.00	11%	$60.00	($90.40)	-60%
20	$1,255.36	$1,155.36	92%	$250.00	$100.00	8%	$50.00	($89.58)	-64%
58	$1,752.34	$1,602.34	91%	$250.00	$150.00	9%	$75.00	($119.84)	-62%
107	$159,346	$145,186	91%	$26,700	$14,160	9%			

	Enroll	Total Funding	ER ($)	ER (%)	EE ($)	EE (%)	Enroll	Total Premium	ER ($)	ER (%)	HSA Seeding	EE ($)	EE (%)
Est. Monthly Total	861	$1,413,988	$1,287,019	91%	$126,969	9%	861	$1,164,868	$1,080,986	93%	$39,325	$83,882	7%
Est. Annual Total		$16,967,860	$15,444,229		$1,523,631			$13,978,421	$12,971,837		$471,900	$1,006,584	
Δ from Current (2025) ($)								($2,989,439)	($2,472,392)		$471,900	($517,047)	
Δ from Current (2025) (%)								-18%	-16%		-	-34%	

Total (w/ H.S.A. Seed)	**$13,443,737**
Δ from Current ($)	**($2,000,492)**
Δ from Current (%)	**-13%**

Vision Coverage

	SOLD			
Vendor	UnitedHealthcare			
Provider Network	PPO		PPO	
Plan Name	V1650		V2	
Benefits Comparison	**In-Network**	**Out-of-Network**	**In-Network**	**Out-of-Network**
Eye Exam	100% after $15 copay	Up to $40	100% after $10 copay	Up to $40
Single Lenses	100% after $25 copay	Up to $40	100% after $10 copay	Up to $40
Bifocal Lenses	100% after $25 copay	Up to $60	100% after $10 copay	Up to $60
Trifocal Lenses	100% after $25 copay	Up to $80	100% after $10 copay	Up to $80
Frames	Up to $130	Up to $45	Up to $225	Up to $45
Contacts (Elective)*	Up to $130	Up to $130	Up to $225	Please confirm
Contacts (Medically Necessary)*	Covered in full	Up to $210	Covered in full	Up to $210
Frequencies				
Exams	1 per 12 mo		1 per 12 mo	
Lenses/Contacts	1 per 12 mo		1 per 12 mo	
Frames	1 per 24 mo		1 per 12 mo	
Policy Provisions				
Employer Contribution	0		0	
Rate Guarantee	04.01.2026 - 03.31.2029		04.01.2026 - 03.31.2029	
Cost Comparison	**SOLD**			
Employee	**$3.52**		**$10.59**	
Employee + Spouse	**$7.05**		**$21.19**	
Employee + Child(ren)	**$7.95**		**$22.84**	
Employee + Family	**$11.75**		**$34.30**	
Notes				

City of Melbourne
Employee Benefits Renewal Analysis
April 1 2026

Group Life & AD&D Coverage

	SOLD			
Vendor		UnitedHealthcare		
Schedule of Benefits	**CLASS 1**	**CLASS 2**	**CLASS 3**	**CLASS 4**
Class Definition	Active Members	Members who retired on or after April 1, 2008	A closed class of Members who retired before April 1, 2008	All Active Full Time Public Safety and Fire Employees
Life/AD&D Benefit Schedule	1 x salary	Flat benefit (Basic Life only)	Amount previously on file (Basic Life only)	1 x salary
Life/AD&D Benefit Maximum	$100,000	$5,000	Amount previously on file	$100,000
Guarantee Issue	Full Amount	Full Amount	Full Amount	Full Amount
Age Reduction Schedule	To 65% at 65, to 50% at 70, to 30% at 75	None	None	To 65% at 65, to 50% at 70, to 30% at 75
Policy Provisions				
Waiver of Premium - Eligibility	Included	Not Included	Not Included	Included
Conversion	Included; EOI is not required	Included; EOI is not required	Included; EOI is not required	Included; EOI is not required
Portability	Not included	Not included	Not included	Not included
Seatbelt/ Safe Driver Benefit	10% to $10,000	10% to $10,000	10% to $10,000	10% to $10,000
Employer Contribution	Noncontributory	Noncontributory	Noncontributory	Noncontributory
Participation Requirements	100%	100%	100%	100%
Rate Guarantee	04.01.2026 - 03.31.2029	04.01.2026 - 03.31.2029	04.01.2026 - 03.31.2029	04.01.2026 - 03.31.2029
Cost Comparison		SOLD		
Life Rate (per $1,000)	**$0.065**	**$3.120**	**$3.120**	**$0.065**
AD&D Rate (per $1,000)	**$0.015**	**$0.015**	**$0.015**	**$0.015**

City of Melbourne
Employee Benefits Renewal Analysis
April 1 2026

Voluntary Life & AD&D Coverage

	SOLD
Vendor	UnitedHealthcare
Schedule of Benefits - Employee	
Class Description	Active Members
Eligibility Hours	30
Benefit Schedule (Increments)	$10,000 increments
Benefit Maximum	5 x salary to $750,000
Guarantee Issue	3 x salary to $350,000
Age Reductions	To 65% at 65, to 50% at 70, to 30% at 75
Schedule of Benefits - Spouse	
Spouse Life Benefit Schedule (Increments)	$5,000 increments
Spouse Benefit Maximum	$250,000
Spouse Guarantee Issue	$25,000
Spouse Age Reductions	To 65% at 65, to 50% at 70, to 30% at 75
Spouse Maximum % of Employee Coverage	50%
Schedule of Benefits - Dependent Child(ren)	
Dependent Child Benefit Schedule (Increments)	$10,000 increments
Dependent Child Benefit - Birth to 2 weeks	Not covered
Dependent Child Benefit - 2 weeks to 6 months	Full benefit
Dependent Child Max Benefit	$20,000
Dependent Child Maximum % of Employee Coverage	50%
Policy Provisions	
Waiver of Premium - Eligibility	Age 60
Waiver of Premium - Elimination Period	9 mo
Waiver of Premium - Duration	Age 65
Conversion	Included; EOI is not required
Portability	Included
Accelerated Death Benefit	75% to $250,000
Seatbelt/Safe Driver Benefit	10% to $10,000
Employer Contribution	0%
Participation Requirements	20%
Rate Guarantee	04.01.2026 - 03.31.2029

Cost Comparison	SOLD	
Life Rate - Age Banded (per $1,000)	Employee	Spouse
Age 0 - 19	**$0.070**	**$0.070**
Age 20 - 24	**$0.070**	**$0.070**
Age 25 - 29	**$0.050**	**$0.050**
Age 30 - 34	**$0.060**	**$0.060**
Age 35 - 39	**$0.080**	**$0.080**
Age 40 - 44	**$0.120**	**$0.120**
Age 45 - 49	**$0.150**	**$0.150**
Age 50 - 54	**$0.260**	**$0.260**
Age 55 - 59	**$0.520**	**$0.520**
Age 60 - 64	**$1.100**	**$1.100**
Age 65 - 69	**$1.820**	**$1.820**
Age 70 - 74	**$2.860**	**$2.860**
Age 75 - 79	**$2.860**	**$2.860**
Age 80+	**$2.860**	**$2.860**
Child(ren)	**$0.070**	
AD&D Rate (per $1,000) - Employee	**$0.020**	
AD&D Rate (per $1,000) - Spouse	**$0.020**	
AD&D Rate (per $1,000) - Dependent Child(ren)	**$0.020**	

City of Melbourne
Employee Benefits Renewal Analysis
April 1 2026

Short Term Disability Coverage

	SOLD
Vendor	UnitedHealthcare
Schedule of Benefits	
Class Definition	All Active Full-Time Employees
Elimination Period - Accident	14 day
Elimination Period - Sickness	14 day
Percent of Salary	50%
Maximum Weekly Benefit	$1,000
Maximum Weekly Compensation Covered	2,000
Maximum Annual Compensation Covered	104,000
Duration of Benefits	26 weeks
Policy Provisions	
Pre-Existing Condition Limitation	None
Actively at Work Provision	Included
Portability	Not included
Employer Contribution	Voluntary (100% EE paid)
Rate Guarantee	04.01.2026 - 03.31.2029
Cost Comparison	**SOLD**
Estimated Volume	$332,157
Rate per $10 of Weekly Benefit	**$0.390**

City of Melbourne
Employee Benefits Renewal Analysis
April 1 2026

Long Term Disability Coverage

	SOLD	
Vendor	UnitedHealthcare	
Schedule of Benefits	**CLASS 1**	**CLASS 2**
Class Definition	All Active Non Safety Employees	All Active Safety Employees
Elimination Period	180 Days	180 Days
Benefit Percentage	60%	60%
Maximum Monthly Benefit	$5,000	$5,000
Maximum Annual Compensation Covered	$100,000	$100,000
Benefit Duration	Age 65 w/RBD	Age 65 w/RBD
Definition of Disability	Residual	Residual
Earnings Test	80% / 60%	80% / 60%
Earnings Definition	commissions, bonuses, overtime pay and other extra compensation	commissions, bonuses, overtime pay and other extra compensation
Policy Provisions		
Social Security Integration	Full Family	Full Family
Pre-Existing Condition Limitation	3 / 12	3 / 12
Mental & Nervous Limitations	12 Months Lifetime	12 Months Lifetime
Substance Abuse Limitations	12 Months Lifetime	12 Months Lifetime
Self-Reported Limitations	12 Months Lifetime	12 Months Lifetime
Return to Work Incentive	Included	Included
Rehabilitation Benefit	Voluntary	Voluntary
EAP Benefit	Included	Included
Actively at Work Provision	Included	Included
Employer Contribution	0%	0%
Rate Guarantee	04.01.2026 - 03.31.2029	
Cost Comparison	**SOLD**	
Age Banded Rate per $100 of Covered Payroll		
Age 0 - 19	**$0.12**	**$0.12**
Age 20 - 24	**$0.12**	**$0.12**
Age 25 - 29	**$0.12**	**$0.12**
Age 30 - 34	**$0.15**	**$0.15**
Age 35 - 39	**$0.20**	**$0.20**
Age 40 - 44	**$0.28**	**$0.28**
Age 45 - 49	**$0.42**	**$0.42**
Age 50 - 54	**$0.63**	**$0.63**
Age 55 - 59	**$0.96**	**$0.96**
Age 60 - 64	**$1.07**	**$1.07**
Age 65 +	**$0.58**	**$0.58**

City of Melbourne
Employee Benefits Renewal Analysis
April 1 2026

Accident Coverage

	SOLD
Vendor	UnitedHealthcare
Schedule of Benefits	
Coverage Type	24 hr
Ambulance - Ground	$300
Ambulance - Air	$1,000
Emergency Room Treatment	$100
Initial Hospital Admission	$1,000
Employe Accidental Death Benefit	$50,000
Portability	Included
Policy Provisions	
Employer Contribution	0%
Rate Guarantee	04.01.2026 - 03.31.2029
Cost Comparison	**SOLD**
Current Enrollment	
Employee	**$8.81**
Employee + Spouse	**$14.00**
Employee + Child(ren)	**$20.79**
Employee + Family	**$31.03**

City of Melbourne
Employee Benefits Renewal Analysis
April 1 2026

Critical Illness Coverage

	SOLD	
Vendor	UnitedHealthcare	
Schedule of Benefits - Employee		
Benefit Schedule Options	$10,000 | $20,000 | $30,000 | $50,000	
Benefit Maximum	$50,000	
Guarantee Issue	Full amount	
Schedule of Benefits - Spouse		
Benefit Schedule Options	$10,000 | $20,000 | $30,000 | $50,000	
Spouse Benefit Maximum	$50,000	
Spouse Guarantee Issue	Full amount	
Schedule of Benefits - Dependent Child(ren)		
Benefit Schedule Options	$5,000 | $10,000 | $15,000 | $25,000	
Dependent Child Benefit Maximum	$25,000	
Dependent Child Guarantee Issue	Full amount	
Policy Provisions		
Pre-Existing Condition Limitation	None	
Portability	Included	
Employer Contribution	0%	
Rate Guarantee	04.01.2026 - 03.31.2028	
Cost Comparison (Uni-Tobacco)	**SOLD**	
Rates - Age Banded (per $1,000)	EE	ES
Age 0 - 19	**$0.250**	**$0.250**
Age 20 - 24	**$0.250**	**$0.250**
Age 25 - 29	**$0.330**	**$0.360**
Age 30 - 34	**$0.420**	**$0.480**
Age 35 - 39	**$0.570**	**$0.640**
Age 40 - 44	**$0.840**	**$0.930**
Age 45 - 49	**$1.370**	**$1.350**
Age 50 - 54	**$2.170**	**$1.950**
Age 55 - 59	**$3.050**	**$2.730**
Age 60 - 64	**$4.470**	**$3.820**
Age 65 - 69	**$6.130**	**$5.080**
Age 70 - 74	**$7.810**	**$7.810**
Age 75 - 79	**$11.060**	**$10.340**
Age 80+	**$11.060**	**$10.340**
Children	**$0.37**	

City of Melbourne
Employee Benefits Renewal Analysis
April 1 2026

Hospital Indemnity Coverage

	SOLD
Vendor	UnitedHealthcare
Schedule of Benefits	
Hospital Admission	$1,000
Intensive Care Admission	$1,000
Hospital Confinement (per day)	$200
Intensive Care Confinement (per day)	$200
Daily Hospital Duration	364 Days
Policy Provisions	
Portability	Included
Employer Contribution	0%
Rate Guarantee	04.01.2026 - 03.31.2029
Cost Comparison	**SOLD**
Current Enrollment	
Employee	**$14.72**
Employee + Spouse	**$34.14**
Employee + Child(ren)	**$28.88**
Employee + Family	**$51.45**

Life and Disability

Line of Coverage	Current Life - Securian STD - Madison Nat. LTD - Voya	Proposal Life - UHC STD/LTD - UHC VB - UHC	
		Annual Premium	% Increase
Basic Life/AD&D *(ER Paid)*	$51,580	$51,580	0%
Basic Life Retiree	$28,688	$28,688	0%
Voluntary Life/AD&D	$256,384	$256,384	0%
Short-Term Disability	$195,308	$135,520	-31%
Long-Term Disability	$142,644	$142,644	0%
Total ER Paid Lines	$51,580	$51,580	0.0%
Total EE Paid Lines	$623,024	$563,236	-9.6%
Package Annual Total	**$674,604**	**$614,816**	**-8.9%**

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cheryl Dean
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.18.

Subject:
Ordinance No. 2026-01, Zoning Text Amendment (TEXT2025-0013) and Land Development Regulations Text Amendment (TEXT2025-0014) Subdivision Code – Administrative Approvals

Background/Consideration:
This is the first reading of an ordinance amending the City Code of Melbourne, Chapter 2, Administration; Appendix B, Article IX, Section 4, Planned Unit Development (PUD), and various sections of Appendix D, Chapter 8, Subdivision Code, to address recent State of Florida legislative changes (F.S.177.071) to provide administrative approval of final plats.

Senate Bill (SB) 784, identified as the “Pro-Housing Development Law,” was signed by Governor Ron DeSantis on June 20, 2025, and is provided in F.S. Section 177.071. Effective July 1, 2025, this legislation requires certain local governments to provide for the administrative approval of plats/re-plats ready for recording. The purpose of the legislation is to eliminate the public hearing process as a way to expedite the approval process for code-compliant plats. The mandatory changes required by the new legislation require a governing body to establish an administrative approval process, and require the City of Melbourne to designate an administrative official who is responsible for approving or denying a proposed plat or re-plat.

Staff has proposed changes to City Code eliminating the approval of all final plats by City Council, specifically noting City Council approval of preliminary plats only. Staff has also made changes to Appendix B, Article IX, Section 4, regarding the submittal, review, and approval process for a Planned Unit Development (PUD). Proposed changes include: clarifying that a Preliminary Development Plan (PDP) is considered to be a master site plan; updates to the City’s PUD development process; clarifying the existing construction plan submittal requirements; and referring platted Preliminary Development Plans to the procedures identified in the Subdivision Code (Appendix D, Chapter 8).

Amendments to Appendix D, Chapter 8, Subdivision Code include the following: new section referring to 'substantial changes' has been added to the preliminary plat process, providing criteria to determine when a change to a preliminary plat is required to go back to City Council for consideration; revision to subdivision construction plan language clarifying the technical provisions associated with site construction; and revision to final plat approval references, eliminating approval reference by the “governing body”.

On December 18, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendments.

Fiscal/Budget Impact:
N/A

Requested Action:
Approval of Ordinance No. 2026-01, 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: Cheryl A. Dean, AICP, Planning Manager

Re: **Zoning Text Amendment Request (TEXT2025-0013) and Land Development Regulations Text Amendment Request (TEXT2025-0014) Subdivision Code – Administrative Approvals**

Date: December 31, 2025

Owner/Applicant/Representative

- Applicant – City of Melbourne

Proposed Actions

This is a request to make revisions and updates to City Code, to address recent State of Florida legislative changes (F.S.177.071) to provide administrative approval of final plats, including amendments to the following sections of City Code:

- Chapter 2, Administration;
- Appendix B, Article IX, Section 4, Planned Unit Development (PUD); and
- Various sections of Appendix D, Chapter 8, Subdivision Code.

Location

This action shall apply to all properties in the City of Melbourne.

History

Senate Bill 784, identified as the "Pro-Housing Development Law," was signed by Governor Ron DeSantis on June 20, 2025, and is provided in F.S. Section 177.071. Effective July 1, 2025, this legislation requires certain local governments to provide for the administrative approval of plats/re-plats ready for recording. The purpose of the legislation is to eliminate the public hearing process as a way to expedite the approval process for code-compliant plats.

Issues and Considerations

Regarding F.S. 177.071, the new legislation does the following:

1. Requires a governing body, such as the City of Melbourne, to establish an administrative approval process for a final plat or re-plat.

2. Requires a governing body, such as the City of Melbourne, to designate an administrative authority to receive, review, and process the final plat submittals.

3. Requires the administrative authority to give notice in a timely manner to an applicant acknowledging a final plat submittal, with written instructions for resubmitting incomplete documents or information necessary to process the final plat.

4. The written notice from the administrative authority is required to include information regarding the steps of the final plat process, including the completeness check on the initial submittal, timeframes for staff review and resubmittals, and the steps to obtain administrative approval of the final plat for recording.

5. Requires the City of Melbourne to designate an administrative official who is responsible for approving, approving with conditions, or denying a proposed plan or re-plat, which must be made in writing within the timeframe established in the city's written response to the applicant (unless the applicant requests an extension of time).

6. Should the final plat be denied by the administrative official, a written notification is required from the city, identifying the reasons for declining to approve the final plat, including areas of non-compliance, with citations to each requirement of the plat or replat.

7. The administrative official must provide for evidence of the approval on the final plat to be recorded.

Amendments to the City Code (Chapter 2)

Changes to this section eliminate the approval of all final plats by City Council, specifically calling out preliminary plats only.

Amendments to the Zoning Code (Appendix B, Article IX, Section 4)

This section of City Code addresses the submittal, review, and approval process for a Planned Unit Development (PUD). Proposed changes include: clarifying that a Preliminary Development Plan is considered to be a master site plan; updates to the city's development process; clarifying the existing construction plan submittal requirements; and referring platted Preliminary Development Plan development to the procedures identified in the Subdivision Code (Appendix D, Chapter 8).

Amendments to the Subdivision Code (Appendix D, Chapter 8)

Staff has drafted changes to the City's Subdivision Code (Appendix D, Chapter 8) to implement the requirements of F.S. 177.071. Definitions have been added for "administrative authority" and "administrative official," and other definitions have been revised to provide clarification to the existing procedures for platting. The Subdivision Code will maintain the existing 3-step process for platting land, which is located in Section 8.5.

Most of the proposed changes are located within section 8.5, which identifies the process for platting land. The formatting of development review process for each of the three steps (preliminary plat, subdivision construction plan, and final plat) contained within Section 8.5 has been updated and made procedurally consistent between steps.

The preliminary plat and subdivision construction plan processes were further clarified to include review and approval steps that were not previously provided. A substantial change section has been added to the preliminary plat process, providing criteria that will be a necessary step to return the preliminary plat back to City Council (since City Council will no longer see a final plat). The subdivision construction plan requirement includes language that clarifies the technical provisions associated with site construction. All final plat approval references have been revised to eliminate approvals by the “governing body”. The subdivision variance process was also updated for consistency with current submittal and review standards. While it appears that many current sections of code are stricken, most of the language was simply relocated for better organization of each development process.

Planning and Zoning Board Action

On December 18, 2024, the Planning and Zoning Board voted unanimously to recommend approval of the proposed amendments.

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 Request (FOC2025-0006), Zoning Text Amendment Request (TEXT2025-0013) and Land Development Regulations Text Amendment Request (TEXT2025-0014) Subdivision Code – Administrative Approvals**
Date:	December 19, 2025
Applicant:	City of Melbourne

The Planning and Zoning Board, at its regular scheduled meeting of December 18, 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 FOC2025-0006, TEXT2025-0013, and TEXT2025-0014 to make revisions and updates to City Code, to address recent State of Florida legislative changes (F.S.177.071) to provide administrative approval of final plats, including amendments to Chapter 2, Administration; Appendix B, Article IX, Section 4, Planned Unit Development (PUD); and various sections of Appendix D, Chapter 8, Subdivision Code.

The recommendation of the Planning and Zoning Board is based upon the following findings:

Findings for the Proposed Code Revisions

1. The proposed revisions will bring City Code into conformity with new statutory requirements. The City is required to adopt language from Senate Bill 784/F.S. 177.071 that requires the establishment of a program to expedite the approval process for code-compliant plats.
2. The proposed Code revisions will implement the new statutory requirements of F.S. 177.071. Specifically, the City must provide for the administrative approval of code-compliant plats/re-plats to expedite the approval process. Currently, City Code states that final plat applications require review and approval by City Council in a public hearing format. The proposed language states the community development department shall coordinate the review of the final plat and associated documents, and coordinate with various city agencies including the engineering department, public works and utilities department, fire department, building division, the city's legal counsel.
3. Per Senate Bill 784, the City must initiate a new program to provide for the administrative approval for the final plat portion of the subdivision review process.

The submission of a final plat is still required of subdivider applicants. City departments will not issue any permits for the construction of buildings on land where a plat is required to be approved, unless a final plat has been approved by the administrative authority of the city and recorded by the clerk of the circuit court of Brevard County.

4. 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 statutory requirements for the subdivision process. The proposed changes also provide consistency for City Code definitions and modify multiple sections of City Code to provide for updated cross references related to the required modifications, including the planned unit development section of the Zoning Code.
5. The proposed revisions address recent legislative changes to Florida Statues. The proposed City Code revisions are consistent with Senate Bill 784. The proposed modifications, which are consistent with recent statutory changes, permit administrative approval for final plat applications. A subdivider is required to submit a completed final plat application with all required exhibits to the city through the city's development submittal process, pursuant to the city's adopted policies and procedures.
6. The proposed revisions will also streamline the regular permitting process and update the definitions in the Subdivision Code. 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.
7. Chapter 177, Part I establishes minimum requirements and does not exclude additional provisions or regulations by local ordinance, laws, or regulations. The proposed revisions to City Code will ensure that the administration of F.S. 177.071 also complies with other relevant requirements of Florida law, and ensure the public health, safety, and welfare of the Melbourne community.
8. The proposed revisions are specifically 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 the Comprehensive Plan. The proposed modifications will enhance the implementation of City Code requirements by expediting the approval process for code-compliant plats. The proposed modifications are consistent with Senate Bill 784 and provide for the administrative approval of plats and re-plats that are ready for recording.

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: Cheryl A. Dean AICP, Planner

Date: December 18, 2025

Re: Ordinance No. 2026-01 – Zoning Text Amendment (TEXT2025-0013) and Land Development Regulations Text Amendment (TEXT2025-0014) Administrative Approval of Final Plats (Subdivision Code)

Summary of the Proposed Ordinance

The purpose of the ordinance is to revise City Code for compliance with Florida Statutes regarding the submittal, review and administrative approval of final plats. As part of this change, additional areas of City Code reference the final plat process, and require similar revisions. The following summarizes these areas: regarding platting through the Planned Unit Development (PUD), proposed changes include: clarifying that a Preliminary Development Plan is considered to be a master site plan; codifying the city's existing development process, including the existing construction plan submittal requirements, and referring platted Preliminary Development Plan development to the procedures identified in the Subdivision Code (Appendix D, Chapter 8).

The proposed ordinance removes and/or revises language that is ambiguous or antiquated in practice. The ordinance also provides language that was considered to be procedural policy, utilizing prior practices that will now be codified.

The proposed revisions address recent legislative changes to Florida Statutes to be consistent with F.S. 177.071. These changes were mandatory for local governments to adopt and require all final plat approvals to be done administratively. Necessary changes were made within these sections to amend the approval process.

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 likely lower than the current process but cannot be reasonably estimated at this time due to the variety of types and sizes of final plats.

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

The proposed ordinance deals with platting of real property lands 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. 2026-01

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO ADMINISTRATIVE APPROVAL OF FINAL PLATS; MAKING FINDINGS; AMENDING CHAPTER 2 OF THE CITY CODE, ENTITLED “ADMINISTRATION”; AMENDING SECTION 2-329, AUTHORITY AND DUTIES OF THE PLANNING AND ZONING BOARD; AMENDING APPENDIX B OF THE CITY CODE, ENTITLED “ZONING”; AMENDING ARTICLE IX, ZONING APPLICATIONS AND PROCEDURES; AMENDING APPENDIX D OF THE CITY CODE, ENTITLED “LAND DEVELOPMENT CODE”; AMENDING CHAPTER 8, SUBDIVISION CODE; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (FOC2025-0006/ TEXT2025-0013)

WHEREAS, on June 20, 2025, Governor Ron DeSantis signed Senate Bill 784, requires certain local governments to provide for the administrative approval of plats and re-plats that are ready for recording; and

WHEREAS, the purpose of the legislation is to eliminate the public hearing process in order to expedite the approval process for code-complaint plats; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments as outlined in this ordinance at its meeting on December 18, 2025, conducted a public hearing with regard to the proposed amendments, 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 the proposed amendments 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 Section 2-329 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

CHAPTER 2. ADMINISTRATION

* * * *

Sec. 2-329. Authority and duties of the planning and zoning board.

The planning and zoning board has the following authority and duties:

* * * *

(3) To hear applications and submit recommendations to the city council on the following:

* * * *

d. Proposed ~~subdivision~~ preliminary plats and subdivision variances.

* * * *

SECTION 3. That Appendix B of the City Code of Melbourne, Florida, is hereby amended to read as follows:

APPENDIX B. ZONING

* * * *

ARTICLE IX. ZONING APPLICATIONS AND PROCEDURES

* * * *

Section 4. Planned unit development (PUD).

(A) *Processing and submittal requirements.* This section contains the required submittals and review procedures for rezoning applications to PUD. Five steps are generally required to obtain final approval for a planned unit development:

- ~~Preliminary conference~~ Pre-application meeting;
- Preliminary development plan (master site plan);
- Preliminary plat, if applicable and shall be consistent with appendix D, chapter 8;
- Engineering ~~drawings~~ construction plans if unplatted; and
- Final development plan ~~including the final plat~~, if unplatted.

(1) *Pre-application ~~conference~~ meeting.* Prior to submitting a formal application for PUD approval, the petitioner is required to attend a pre-application meeting with the following:

* * * *

(2) *Preliminary development plan (PDP).*

(a) *PDP submittal requirements.* Applications for rezoning to PUD must be accompanied by a preliminary development plan (PDP), also known as a master site plan. The applicant shall apply for a preliminary development plan through the city's development process. ~~Applicants may submit concurrent preliminary and final development plan applications if they wish to expedite the process.~~ The PDP application submittal ~~shall be submitted at least 30 days prior to any scheduled meeting of the planning and zoning board, and~~ shall include the following pursuant to the city's adopted policies and procedures for review:

~~1. *Application form.* The applicant shall submit a signed application form and shall include a statement describing the type of development proposed.~~

1. Proof of ownership executed by fee simple property owner before a notary public authorizing the applicant to submit an application for construction plan review;

* * * *

3. *Boundary survey~~.~~*, prepared and certified by a Florida-licensed and registered professional mapper and surveyor pursuant to F.S. ch. 472, including the following:

* * * *

5. *Preliminary development plan*. A digital version of the preliminary development plan prepared, signed and sealed by a State of Florida certified professional engineer, including the following:

* * * *

6. Architectural design and amenities for PUD, including compliance with the use and district standards contained in appendix B, article V, section 2(H).

7. *Fees.* The subdivider shall pay to the city all applicable fees for the cost of processing the application, as prescribed from time to time by resolution of the city council.

* * * *

(3) *Preliminary plat.* The preliminary plat step may be omitted if the parcel does not need to be platted. However, the developer has one year (one year = 365 days from the date of approval of the preliminary development plan in which to file a preliminary plat application. The preliminary plat submittal and review shall comply with the subdivision code (appendix D, chapter 8). ~~An applicant for PUD rezoning may submit development plan and plats simultaneously.~~

(4) *Engineering ~~drawings~~ construction plan submittal.* Engineering ~~drawings~~ *construction plans* of the following proposed ~~utility system~~ improvements must be ~~presented~~ submitted to the engineering department ~~30 days~~ and approved before the final development plan is presented to the planning and zoning board. Platted PUD development shall comply with appendix D, chapter 8. Engineering drawings must include:

(a) Water plan (profile required at utility crossings).

(b) Sanitary sewer plan and profile, as needed.

(c) ~~Storm sewer~~ Reuse/reclaimed water plan, as needed.

(d) ~~Bulkheads~~ Streets plan and profile.

(e) Sidewalks ~~and bicycle paths~~, pedways, and bikeways plans.

(f) ~~Streets~~ Usable open space plans (as applicable), including all amenity features and landscaping.

(g) ~~Lot grading plan~~ Stormwater management study and stormwater management system plan, profile, and sections.

(h) ~~Drainage~~ Master drainage plan, pursuant to F.S. ch. 471, as required by section 50-51 of this Code. A master drainage plan with the following shall be developed and approved as part of the construction plan approval:

1. A plan showing the proposed stormwater management system including swales, approximate finished floor elevation of existing structures, finished floor elevation of existing structures on adjacent property, physical locations and centerline elevations of the roadways within the boundaries of the site, transition grades to adjacent property, off-site tributary drainage entering the property, existing grade elevations determined by survey, location and tracing of all legal positive outfall(s) proposed for the site, and other pertinent information as may be required by the city engineer. This plan shall be provided as a standalone sheet(s).
2. Design spot elevations shall be provided at the corners of the individual lots, at the mid-points of the lot boundaries, and at all grade break points proposed in swales adjacent to lots.

3. Detail(s) for the proposed typical lot grading.

4. Side slopes within lots shall not exceed a maximum of four feet horizontal to one foot vertical.

5. Stormwater runoff shall not encroach upon adjacent properties.

(i) Mass grading plan. A mass grading plan applies to the movement of earth, by mechanical means to alter the gross topographic features to prepare a site for final grading and the construction of buildings and facilities associated with the final developed use of the property. The construction plans shall reflect the following:

1. A plan showing the existing and proposed grades for all earthwork required to develop the site showing:

a. All surface drainage features required to manage bulk stormwater for the site;

b. Limits of excavation/fill adjacent to environmentally sensitive areas, wetlands, or conservation areas to remain undisturbed;

c. All fire lanes and emergency access ways;

d. All roadways within the site;

e. All work requiring fill of existing ditches, swales or other natural stormwater conveyance; and

f. Other information deemed necessary by the city engineer or public works director to ensure appropriate drainage for the site and maintenance of historical drainage patterns.

(j) Project cost estimate prepared and certified by a State of Florida professional engineer licensed and registered pursuant to F.S. ch. 471, including but not limited to:

1. Estimated cost of dedicated utilities.

2. Estimated cost of roadways, as applicable.

3. Estimated cost of sidewalks, as applicable.

4. Any additional items deemed necessary, at the discretion of the community development director, city engineer and/or public works director.

(k) A copy of the approved county street name request.

* * * *

(5) *Final development plan (FDP).* ~~The~~ As a master site plan, the developer shall have three years from the approval date of the ~~preliminary plat or~~ non-platted preliminary development plan ~~whichever is later,~~ in which to file a final development plan. Platted PUD development shall comply with appendix D, chapter 8.

(a) *FDP submittal requirements.* ~~If no platting is required~~ For a non-platted PUD, a site plan must be presented in accordance with section 6 of this article. If the property needs to be platted, the applicant must submit a development plan that complies with subdivision ordinance of the City of Melbourne. Additional exhibits required for the final development plan may include the following:

* * * *

~~*2. Deed restriction.* Deed restriction proposals to preserve the character of the common open space. Said deed restrictions shall include a prohibition against partition by any residential property owner.~~

~~*3 Association or nonprofit corporation.* If the developer elects this method of administering common open space, the proposed bylaws of the association or the certificate of incorporation and the corporate bylaw of the nonprofit corporation shall be submitted for approval by the city attorney.~~

~~*4. Instruments.* Instruments dedicating all rights-of-way, easements and other public lands shown on the final development plan from all persons having any interest in said land and instruments indicating that all necessary off-site easements or dedications have been acquired. In lieu of originals, "certified true copies" will be accepted if the recording information from the public records of Brevard County, Florida, is included thereon.~~

~~*5. Bill of sale.* A bill of sale, conveying to the city water and sewer utility lines, mains, lift stations, and other personal property required to be installed by this chapter.~~

~~*6. Title opinion.* A title opinion from an attorney showing the status of the title to the site encompassed by the final development plan and all liens, encumbrances and defects, if any.~~

~~*7. Tax receipts.* Paid receipts from the city and county indicating taxes have been paid in full up to and including the current period.~~

(b) FDP review procedures.

* * * *

3. ~~*Recording of final development plan.* After approval of the city council of the final development plan application, the city engineers shall verify that all requirements of F.S. ch. 177, have been complied with before the final development plan is recorded in the public records of Brevard County, Florida. No final development plan of a planned unit development within the city shall be recorded unless it shall have the approval of the city council inscribed thereon.~~

~~The transfer of, sale of, agreement to see, or negotiation to sell land by reference to or exhibition of, or other use of a final development plan of a planned unit development, or portion thereof, that has not been given final approval by the city council and recorded in the official records of Brevard County, Florida, is prohibited. The description by metes and bounds in the instrument of transfer or other documents shall not exempt the transaction from such prohibition~~.

Final order. After approval by city council of the final development plan for a non-platted PUD, the city clerk shall issue a final order, which includes the final action by city council including any conditions tied to such action.

* * * *

SECTION 4. That Appendix D of the City Code of Melbourne, Florida, is hereby amended to read as follows:

APPENDIX D. LAND DEVELOPMENT CODE

* * * *

CHAPTER 8. SUBDIVISION CODE

* * * *

Sec. 8.3. Purpose.

The purpose of this chapter is to establish procedures and standards for the development and subdivision of real estate within the city, in an effort to, among other things, ensure proper legal description, identification, monumentation and recording of real estate boundaries; further orderly layout and appropriate use of land; provide safe, convenient, and economic circulation of vehicular traffic; provide suitable building sites which drain properly and are readily accessible to emergency vehicles; ~~assure~~ verify the installation of improvements; help conserve and protect the physical and economic resources of the city; provide for affordable housing; and promote the public health, safety and general welfare. All subdivision of properties within the city shall at a minimum meet the requirements of this code and F.S. ch. 177; provided, however, that no subdivider shall be required to plat in the manner provided hereunder or to meet the requirements of this code as a pre-condition to the alienation of real property (i.e., deeding or leasing real property; conveyancing of an easement). Property owners shall be on constructive notice by virtue of the adoption of this code that no development of land shall be permitted on properties subdivided after January 10, 1995, unless a plat shall have been approved by the city ~~council~~ and recorded in the public records of Brevard County, all in a manner required by this code.

Sec. 8.4. Definition of terms.

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. The word "shall" is always mandatory. The word "person" includes any individual, group of persons, firm, corporation, association, organization, and any legal public entity.

Administrative authority is the city community development department, which has the oversight responsibility to receive, review, and process the plat or replat submittal.

Administrative official is the city manager or their designee, who is responsible for approving, approving with conditions or denying the proposed plat or replat.

Applicant means a homebuilder or developer who files an application with the local governing body ~~to identify the preferred application process that the local governing body must issue~~ or administrative authority, as applicable. See also *Developer.*

* * * *

Final plat means the final map or drawing on which the subdivider's plan of subdivision is presented to the city ~~council~~ for approval, and which, if approved, will be submitted to the Clerk of the Circuit Court of Brevard County for recording in the public records of Brevard County, Florida.

* * * *

Planned unit development means a planned development, whether platted or unplatted, is a concept which encourages mixed uses and unconventional development designs in those cases where the developer can demonstrate improved living environments, protection of natural resources or increased effectiveness of service delivery and the reduction of external trips. The purpose of a planned development is to encourage the development of large tracts of land as

planned residential neighborhoods and communities that provide a more varied and interesting urban pattern and a full range of residence types as well as commercial uses designed to serve the inhabitants of the planned development. It is recognized that only through ingenuity, imagination and flexibility can residential developments be produced which are in keeping with the intent of this section while departing from the strict application of conventional use and dimension requirements of other zoning districts and subdivision regulations. See also appendix B.

* * * *

Subdivider means any individual, firm, association, syndicate, copartnership, corporation, trust or any other legal entity, commencing proceedings under this chapter to effect a subdivision of land hereunder for himself or for another. See also *Developer*.

* * * *

Sec. 8.5. Procedure for securing approval of subdivisions.

(a) ~~*Submission of sketch plan and pre-application conference.* Applicants are encouraged to have a pre-application meeting with the community development director and city engineer or their designees, so that the city can prepare for an accelerated review.~~ *Pre-application conference.* A pre-application meeting with city staff is strongly recommended to discuss the three-step subdivision application/process, pursuant to this section, which does not include platting under the expedited permitting process (see section 8.7 for the two-step process).

~~(1) *Procedure.* Prior to submission of a preliminary plat application, the subdivider may submit in writing a pre-application notice in the form of a letter with a sketch drawing to the community development director and city engineer for the proposed development and may confer with the community development director and city engineer to become familiar with the regulations affecting the land to be subdivided. This procedure does not require a formal application or fee. The sketch plan so submitted shall be considered by the community development director and the city engineer, as a means of advising the subdivider of the general requirements for development and the preliminary plat and to permit the subdivider to explain the general plan of development and obtain suggestions pertaining to it beneficial to the subdivider and the city.~~

(b) ~~*Submission of p*~~*Preliminary plat process.* Submission of a preliminary plat pursuant to the process and requirements below, shall be a prerequisite to the development of any subdivision, except for subdivisions utilizing the expedited process under section 8.7. The preliminary plat shall be submitted before the final plat. Affordable housing projects shall be given priority over other pending subdivision applications, and accelerated review in the preliminary plat review process. Simultaneous planning and engineering review of affordable housing projects shall be permitted.

(1) ~~*Procedure.* The procedure for obtaining preliminary plat review and approval is as follows~~ *Submittal*. The subdivider shall submit a completed preliminary plat application with all required exhibits as set forth below to the city through the city's

development submittal process, pursuant to the city's adopted policies and procedures. The application and exhibits (in pdf format) shall include:

~~a. The subdivider shall submit a completed preliminary plat application with all required exhibits as set forth in section 8.5(b)(2) to the city through the city's permitting process, pursuant to the city's adopted policies and procedures. The application and exhibits shall include:~~

~~1. Affidavit of ownership executed by fee simple property owner before a notary public authorizing the applicant to submit an application for construction plan review;~~

~~2. A digital version of the proposed subdivision prepared, signed and sealed by a State of Florida registered surveyor, in accordance with the design standards as set forth in section 8.6. All wording shall be in type that is at least one-tenth of an inch in height.~~

~~3. A digital version of the preliminary construction plans at the same scale as the preliminary plat, prepared in accordance with the specifications and required exhibits as set forth in section 8.5(b)(2).~~

~~4. A digital version of the boundary survey, including total acreage, signed and sealed by a State of Florida registered land surveyor.~~

~~5. A certified digital version of an environmental impact assessment report including a tree survey.~~

~~6. Fees. The subdivider shall pay to the city all applicable fees for the cost of processing the application, as prescribed from time to time by resolution of the city council.~~

~~b. Before acting on the preliminary plat, the community development director shall receive written reports from the public works and utilities director, the fire department, the city engineering department, the building division, the city's legal counsel, and such other public officials or agencies determined to be necessary by the community development director. Such comments/corrections shall be provided and be based on factors relating to the plat which bear upon the public interest, consistency of the plat with the comprehensive plan, and relationship of the plat to city land development regulations. Once the preliminary plat is code compliant and all comments are addressed, the community development director shall consolidate the comments and recommendations and shall make a formal recommendation of approval, approval with conditions, or denial to the planning and zoning board.~~

~~c. The planning and zoning board shall review the preliminary plat and required exhibits to determine its conformity with the comprehensive plan and these regulations. Upon completing its review, the planning and zoning board shall~~

~~recommend to the city council their approval, approval subject to conditions, or disapproval of the preliminary plat. In recommending approval subject to conditions or in recommending disapproval, the reasons for such action shall be stated in writing and reference shall be made to the specific sections of this code with which the preliminary plat does not comply. The subdivider shall be notified of the recommendation.~~

~~d. The city council shall consider the recommendation of the planning and zoning board and approve, approve subject to conditions, or disapprove the preliminary plat. All preliminary plat approvals are conditioned upon the subdivider's compliance with the requirements of section 8.5(d)3.a. of this code.~~

a. Contact information for the applicant, including name, address, email and phone number;

b. Contact information for each owner, including name, address, email and phone number;

c. Tax account number(s), parcel ID, and address (if applicable) of the area to be subdivided;

d. Total acreage of the area to be subdivided;

e. Future land use map classification and zoning designation of the area to be subdivided;

f. Type of proposed development (commercial, residential, or mixed use);

g. Number of lots proposed for the subdivision;

h. Density (units per acre), including permitted and proposed;

i. Subdivision variances proposed with the subdivision (separate application also required);

j. Identify (yes or no) whether the proposed development is an affordable housing development (per appendix B, article V, section 4); and

k. Identify whether there are other applications to be separately submitted with this request (including but not limited to map amendment(s), formal site plan, planned unit development (PUD), etc.).

Failure to provide the above referenced information in the online application will result in an incomplete determination, which will delay the review process.

~~(2) *Required exhibits for the preliminary plat.*~~

a. A digital version of the preliminary plat shall be drawn at a scale of not less than 100 feet to one inch on paper 24 inches by 36 inches, by a State of Florida registered surveyor and/or by a State of Florida registered professional engineer, depicting the criteria below and meeting the standards listed in section 8.6.

1. Boundaries of tract shown with bearings, distance, closures and bulkhead lines;

2. Location, width, and depth of canals and waterways;

3. Names of adjoining subdivisions;

4. Future land use map classification and zoning designation, both on the land to be developed and on adjoining lands;

5. Proposed street rights-of-way, street names, other proposed rights-of-way or easements, and their locations, widths, and purposes;

6. Proposed lot lines, lot and block numbers, and approximate dimensions;

7. Proposed parks, school sites, tracts, parcels, or other public open spaces;

8. Title, date of preparation, true north point, and graphic scale;

9. Name of owner, surveyor, and engineer who prepared the plat and surveyed the property;

10. A site development notes table, identifying the following:

(a) Subdivision number;

(b) Future land use map classification of the plat area;

(c) Zoning designation of the plat area;

(d) Total acreage of the plat;

(e) Total number of lots proposed;

(f) Maximum permitted density and/or intensity (FAR);

(g) Proposed density and/or FAR;

(h) Proposed number of development phases;

~~(i) Minimum required lot size;~~

~~(j) Minimum provided lot size;~~

~~(k) Average lot size provided;~~

~~(l) Permitted building height (number of floors and overall height in feet);~~

~~(m) Setbacks, required and provided (front, side corner, side interior, rear, and waterfront, as applicable);~~

~~(n) Maximum impervious coverage per lot (in square feet and percentage).~~

~~11. Current vicinity map showing relationship between area proposed for development and the surrounding area.~~

(2) *Required exhibits for the preliminary plat.*

a. A digital version of the preliminary plat shall be drawn at a scale of not less than 100 feet to one inch on a layout that is 24 inches by 36 inches, prepared, signed and sealed by a State of Florida registered surveyor, in accordance with the design standards as set forth in section 8.6. and meeting all the platting requirements of the city and state, depicting the criteria below and meeting the standards listed in section 8.6. A margin of one inch shall be left on the top, bottom and right side of each sheet with a three-inch margin on the left side of each sheet for binding purposes. All wording shall be in type that is at least one-tenth of an inch in height. Details should be added where appropriate. Neatness and clarity on the plat are mandatory. The plat shall constitute only that portion which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of this code.

1. Name of the plat, shown in bold legible letters. The name of the subdivision shall be shown on each sheet included.
2. Each plat shall show the applicable section, township, and range of the property to be platted, and, if a land grant, the plat will so state.
3. The name of the city, county, and state in which the land being platted is situated shall appear under the name of the plat as applicable.
4. Each plat shall show a metes and bounds legal description of the lands subdivided, including total acreage.
5. Current vicinity map showing relationship between area proposed for development and the surrounding area.
6. When more than one sheet must be used to accurately portray the lands subdivided, an index or key map must be included and each sheet must show

the particular number of that sheet and the total number of sheets included, as well as clearly labeled matchlines to show where other sheets match or adjoin.

7. The plat drawing shall show all of the following:

(a) Location, width, and names of all existing streets, waterways (including depth), or other rights-of-way shall be shown, as applicable.

(b) All contiguous properties shall be identified by future land use map classification, zoning, subdivision title, and plat book and page, or, if unplatted, the land shall be so designated. If the subdivision to be platted is a re-subdivision of a part or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made; the fact of its being a re-subdivision shall be stated as a subtitle following the name of the subdivision wherever it appears on the plat.

(c) Proposed street rights-of-way, street names, other proposed rights-of-way or easements, and their locations, widths, and purposes. Include location and widths of reservation, easements, tracts, and any areas to be dedicated for public use or sites for other than residential, commercial, or industrial use.

(d) Boundaries of tract shown with bearings, distance, closures and bulkhead lines

(e) Proposed lot lines, lot and block numbers, and approximate dimensions. All lots shall be numbered either by progressively higher numbers or, if in blocks, progressively higher numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions or phases bearing the same name may be numbered consecutively throughout the several additions or phases.

(f) Proposed parks, school sites, tracts, parcels, or other public open spaces.

(g) Title, date of preparation, true north point, and graphic scale.

(h) Name of owner, surveyor, and engineer who prepared the plat and surveyed the property.

(i) Provision of appropriate signatory boxes for all entities with room for both signature and seal.

(j) All section lines and quarter section lines occurring in the map or plat shall be indicated by lines drawn upon the map or plat, with appropriate words and figures. The point of beginning shall be indicated, together with all bearings and distances of the boundary lines. If the platted lands are in a land grant or are not included in the subdivision of governments surveys, then the boundaries are to be defined by metes and bounds and courses. The initial point in the description shall be tied to the nearest government corner or other recorded and well-established corner.

(k) Block corner radii dimensions shall be shown.

(l) Sufficient survey data shall be shown to positively describe the bounds of every lot, block, tract, street, easement, and all other areas shown on the plat. When any lot or portion of the subdivision is bounded by an irregular line, the major portion of that lot or subdivision shall be enclosed by a witness line showing complete data, with distances along all lines extended beyond the enclosure to the irregular boundary shown with as much certainty as can be determined or as "more or less," if variable. Lot, block, street, and all other dimensions except to irregular boundaries, shall be shown to a minimum of hundredths of feet. All measurements shall refer to horizontal plane and be in accordance with the definition of the U.S. survey foot or meter adopted by the National Institute of Standards and Technology.

(m) Curvilinear lots shall show the radii, arc distances, and central angles or radii, chord, and chord bearing, or both. Radial lines will be so designated. Direction of non-radial lines shall be indicated.

(n) When it is not possible to show curve detail information on the map, a tabular form may be used.

(o) Sufficient angles, bearings, or azimuth to show direction of all lines shall be shown, and all bearings, angles, or azimuth shall be shown to the nearest second of an arc.

(p) The centerlines of all streets shall be shown with distances, angles, bearings or azimuth, “P.C.s,” “P.T.s,” “P.R.C.s,” “P.C.C.s,” arc distance, central angles, tangents, radii, chord, and chord bearing or azimuth, or both.

(q) Park and recreation parcels as applicable shall be so designated.

8. A site development notes table shall be provided on the first sheet of the plat, identifying the following:

(a) Subdivision number;

(b) Future land use map classification of the plat area;

(c) Zoning designation of the plat area;

(d) Total acreage of the plat;

(e) Total number of lots proposed;

(f) Maximum permitted density and/or intensity (FAR);

(g) Proposed density and/or FAR;

(h) Proposed number of development phases;

(i) Minimum required lot size;

(j) Minimum provided lot size;

(k) Average lot size provided;

(l) Permitted building height (number of floors and overall height in feet);

(m) Setbacks, required and provided (front, side corner, side interior, rear, and waterfront, as applicable);

(n) Maximum impervious coverage per lot (in square feet and percentage).

9. The following additional plat notes shall be provided on the plat:

(a) The plat shall include in a prominent place the following statement: NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

(b) A note stating: All lots shall have a minimum of a 10-foot-wide easement along the front lot line parallel to the street for public utilities and all lots, except those utilizing zero lot line construction, shall have a minimum of a seven-and-one-half-foot wide easement centered on common side and rear lot lines. Utility easements to be used for storm sewer, sanitary sewer, or for water lines and water reuse lines six inches or greater in diameter, centered on common lot lines shall be a minimum of 20 feet wide.

(c) A note stating: Side lot easements along the boundaries of a single building site shall be terminated when two or more lots are used for a single building site, unless a drainage structure or utilities have been constructed within the easement. When more than one lot or parts of one or more lots are used as a single building site, the outside boundaries of the building site shall carry the side lot line easements provided and dedicated by this plat, provided that no utilities exist within said easement and proper verification has been made.

(d) A note stating the location and widths of reservation, easements, tracts, and any areas to be dedicated for public use or sites for other than residential, commercial, or industrial use, including their purpose and any limitations.

(e) A note stating: All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

(f) A note stating: Fences are regulated in easements per section 9.47(d), appendix D, of this code.

(g) A note stating: Luminaries are regulated by appendix D, chapter 8, section 8.6(c).

(h) A note stating: Subdivision signs are regulated by appendix D, chapters 8 and 11.

(i) Double frontage lots, where an abutting roadway is either not part of the same recorded plat, or the abutting roadway is an arterial or collector roadway, shall provide a plat note that restricts direct access to such roadways.

(j) For residential development abutting an arterial and/or collector roadway, a note stating: This plat is subject to the special residential buffer, per appendix D, chapter 8, section 8.6(h).

10. Tract Table. A tract table is required on the plat that identifies each tract (by number or letter), the purpose of each tract, maintenance responsibility of each tract, and total acreage of each tract.

b. A digital version of the boundary and topographical survey and tree survey of the property updated as of the date of the preliminary plat submittal and based upon a title search made within 12 months prior to preliminary plat submittal, all prepared and certified by a Florida-licensed and registered professional mapper and surveyor pursuant to F.S. ch. 472, drawn at the same scale as the preliminary plat and showing:

* * * *

~~c. Preliminary construction plans showing and meeting the standards in section 8.6 and technical provisions adopted pursuant to sections 8.11 and 8.12:~~

~~1. Existing ground contours at one foot intervals and proposed elevation of area proposed for development;~~

~~2. Typical cross sections of proposed grading, streets, sidewalks bikeways, and pedways;~~

~~3. Preliminary layout of potable water distribution, sanitary and stormwater sewers, and water reuse lines, with grades and sizes indicated streets, sidewalks, and pedways; and~~

~~4. Preliminary lot grading plan prepared according to city standards and specifications.~~

c. A digital version of a preliminary construction plan exhibit, prepared by a State of Florida registered professional engineer, drawn at the same scale as the preliminary plat, showing and meeting the following:

1. Location of stormwater ponds;

2. Location of proposed streets, with dimensions for pavement width and right-of-way width;

3. Proposed tie-in points for utility connections.

The above minimum standards shall comply with section 8.6 and technical provisions adoption pursuant to sections 8.11 and 8.12. Submittal of the full subdivision construction plans shall not occur until the preliminary plat is approved.

d. ~~Environmental impact assessment~~ A certified digital version of an environmental impact assessment report including a tree survey, in accordance with appendix D, chapter 9, article IV, ~~City~~ of this Code.

e. Proof of ownership, (such as a deed).

f. Affidavit of ownership form, executed by fee simple property owner before a notary public authorizing the applicant to submit an application for preliminary plat.

g. Authorization to represent form, executed by fee simple property owner before a notary public authorizing the applicant to represent the owner throughout the process, including during public hearings.

(3) Fees. Once the application and exhibits are submitted, and checked for completeness, an invoice will be sent to the applicant identifying all applicable fees for the cost of processing the application, as prescribed from time to time by resolution of the city council. Fees must be paid to the city prior to review by city staff.

(4) Staff review of the Preliminary Plat. The community development department shall coordinate the review of the preliminary plat and associated documents, receiving comments from applicable city departments and such other public officials or agencies determined to be necessary by the community development director. Staff will coordinate with the applicant to address city comments. Such comments/corrections shall be provided and be based on factors relating to the plat which bear upon the public interest, consistency of the plat with the comprehensive plan, and relationship of the plat to city land development regulations. Once the plat and associated exhibits are code compliant and all comments are addressed, the community development director shall schedule the preliminary plat for public hearing.

(5) Public hearing process. A preliminary plat requires consideration through the city's public hearing process.

a. Planning and zoning board/local planning agency consideration.The planning and zoning board shall review the preliminary plat and required exhibits to determine its conformity with the comprehensive plan and these regulations. Upon completing its review, the planning and zoning board shall make findings and recommend to the city council their approval, approval subject to conditions, or disapproval of the preliminary plat. In recommending approval subject to conditions or in recommending disapproval, the reasons for such action shall be stated in writing and reference shall be made to the

specific sections of this code with which the preliminary plat does not comply. The subdivider shall be notified of the recommendation.

b. City council consideration. The city council shall consider the recommendation of the planning and zoning board and city staff, then approve, approve subject to conditions, or disapprove the preliminary plat. All preliminary plat approvals are conditioned upon the subdivider's compliance with the requirements of this Code.

c. Approval of the preliminary plat shall not be construed as authority for filing of the plat with the clerk of the circuit court of Brevard County, nor as authority for the sale of lots in reference thereto.

(6) *Final approval and modifications to the approved preliminary plat.*

a. *Changes to the approved preliminary plat.* Upon approval of the preliminary plat, the development shall be built substantially in accordance with the plat, approved construction plans and applicable specifications. Should the owner/applicant or his successors desire to make any changes to said preliminary plat after preliminary plat approval, such changes shall first be submitted to the community development department to determine if the change can be approved administratively by staff or if it requires another hearing before the planning and zoning board and city council.

In determining whether a change qualifies for administrative or board approval, staff shall use the following criteria. Modifications that significantly impact the design of the subdivision or affect adjacent properties will need to be processed for reconsideration of the changes to the preliminary plat through planning and zoning board and city council. Any proposed modifications to a preliminary plat shall not violate any other provisions of this ordinance and the city's comprehensive plan.

Criteria for substantial changes shall include the following:

1. Subdivision variance requests (per section 8.8), except for such requests affected by field conditions such as those conditions that are survey-related.

2. Changes in use category or the addition of a new use category.

3. Changes in proposed final ownership of tracts.

4. Requests to change ownership/responsibility of infrastructure (such as public versus private infrastructure).

5. Increases in density (10% or greater of the number of dwelling units) or intensity (10% or greater usable floor area).

6. Increase or decrease in the number of vehicular access points.

7. Increase of 20% or greater in traffic generation.

8. Reduction in open space/recreation areas by more than 10%.

9. Changes in location or function of open space/recreation areas.

10. Any change requested that proposes to reduce the previously approved linear distance by more than 10% of a buffer, green area, or passive use area adjacent to established single-family residential lots or single-family residential zoning district.

11. Any modification to the preliminary plat that fails to comply with a condition specifically required by city council.

b. *Preliminary plat approval expiration.* All preliminary plat approvals, unless otherwise noted, shall expire automatically upon expiration of the capacity reservation period as defined in appendix D, chapter 3, unless building permits have been issued.

c. *Approval extension.* Preliminary plat approvals may be extended in accordance with appendix D, chapter 3, section 3.06 of this Code.

(c) *Subdivision ~~C~~construction plan ~~approval~~ process.*

(1) *Submittal requirements.* The following must be submitted to the city through the city's permitting process, pursuant to the city's adopted policies and procedures for engineering construction plan review.

* * * *

c. Construction plans meeting the technical provisions pursuant to sections 8.6, 8.11 and 8.12 for the subdivision-related site work, prepared and certified by a licensed and registered State of Florida engineer or architect. The construction plans must show the following:

1. Water plan (profile required at utility crossings).

2. Sanitary sewer plan and profile as needed.

3. ~~Stormwater management study and stormwater management system plan, profile, and sections~~ Reuse/reclaimed water plan, as needed.

4. ~~Sidewalks, pedways, and bikeways plans~~ Streets plan and profile.

5. ~~Usable open space plans (as applicable), including all amenity features and landscaping~~ Sidewalks, pedways, and bikeways plans.

6. ~~Streets plan and profile~~ Usable open space plans (as applicable), including all amenity features and landscaping.

7. ~~Reuse/reclaimed water plan~~ Stormwater management study and stormwater management system plan, profile, and sections.

* * * *

~~(2)~~f. *Fees.* The fees for subdivision construction plan review are set forth by resolution and approved by city council from time to time. Since construction plan review fees vary by size and type, an initial submittal fee will be required to commence city staff review. The balance of the fees for subdivision construction plans will be invoiced after the first review.

(2) *Review of subdivision construction plan.* The engineering department shall coordinate the review of the subdivision-related construction plans and associated documents, receiving comments from applicable city departments and such other public officials or agencies determined to be necessary by the city engineer or their designee. Staff will coordinate with the applicant to address city comments.

~~(3) Approval of the preliminary plat shall not be construed as authority for filing of the plat with the clerk of the circuit court of Brevard County, nor as authority for the sale of lots in reference thereto. Approval of the preliminary plat shall, however, authorize the subdivider to exercise either of the following options preparatory to submitting the final plat:~~

~~a. Option 1. Complete construction. Prepare construction plans and specifications for all required improvements which shall meet the approval of the city engineer and this code. After receiving an erosion and sedimentation control permit in accordance with section appendix D, chapter 9, article XVI, City Code, and receiving written approval of construction plans from the city engineer, a tree removal permit may be considered for issuance by the building department. Upon issuance thereof the subdivider is allowed to install all required improvements, including fill dirt, in accordance with the approved plans and specifications and shall complete the required improvements within one year from the date of construction plan approval. Time extensions to complete construction may be granted if approved by the city engineer. The owner/developer shall construct sidewalks in accordance with section 8.6(b)(7). The developer or owner of undeveloped lots shall provide sidewalks on such lots remaining vacant after three years (one year = 365 days) from the date of the issuance of a certificate of completion of the subdivision improvements. The owner/developer of the vacant lots shall construct the required sidewalk within six months after a period of three years from issuance of a certificate of completion of the required subdivision improvements. The subdivider shall post a bond for sidewalks in the amount of 110 percent of the cost of construction of said sidewalks, as estimated by the city engineer as a condition of final approval and acceptance of a~~

~~certificate of completion. The bond shall satisfy the requirements of section 8.5(d)4.b. The owner/developer may periodically reduce the bond amount to account for the units already constructed.~~

~~b. Option 2. Surety of completion of improvements. Prepare construction plans and specifications for all required improvements which shall meet the approval of the city engineer as described for option 1 and this code and provide a bond, or other surety, to guarantee construction and completion of all improvements as provided for in subsection 8.5(d)4.b. The bond/surety shall be in the amount of 110 percent of the construction costs, including fill dirt, as estimated by the city engineer.~~

~~No dedicated utility or road work shall be undertaken prior to a pre-construction conference, which shall be scheduled by the city engineer. Regardless of the option exercised, all work shall conform to all city regulations and shall be subject to the inspection and approval of the city engineer, who shall be regularly consulted by the subdivider and kept advised by the subdivider of each new phase of work being done. The city engineer, or his designee, shall make regular inspections to assure that the work meets all code requirements.~~

(3) *Approval of construction plans.* Once staff comments are addressed, the process to approve subdivision-related construction plans are as follows:

a. *Substantial approval.* Staff will issue a substantial approval to the construction plans. All sub-applications, including but not limited to tree removal, erosion and sedimentation control, stormwater, etc., shall be reviewed for compliance.

b. *Pre-construction conference.* A pre-construction conference is held with the owner, design professionals and contractors for the project. The purpose of the meeting is to detail the steps of construction. No dedicated utility or road work shall be undertaken prior to a pre-construction conference, which shall be scheduled by the city engineer or their designee.

c. *Plan approval.* Upon completion of the previously identified steps, the city engineer will apply an approval stamp to the construction plans and applicable sub-applications, which includes an expiration date and any stipulations required with city approval.

d. *Receipt of outside agency permits.* Construction shall not commence until all outside agency permits have been obtained and provided to the city. If modifications to the approved plans are necessary due to outside permit agency requirements, the applicant shall notify the city and resubmittal of the construction plans may be required, at the discretion of the city engineer.

(4) *Construction of required improvements, inspections, certificate of completion.*

a. Installation of improvements. The subdivider is allowed to install all required improvements, including fill dirt, in accordance with the approved

construction plans and specifications and shall complete the required improvements within one year from the date of construction plan approval. Time extensions to complete construction may be granted if approved by the city engineer.

b. All work shall conform to all city regulations and shall be subject to the inspection and approval of the city engineer or their designee, who shall be regularly consulted by the subdivider and kept advised by the subdivider of each new phase of work being done. The city engineer, or their designee, shall make regular inspections to verify that the work meets all code requirements.

c. Sidewalks.

1. The owner/developer shall construct sidewalks in accordance with section 8.6(b)(7).

2. The developer or owner of undeveloped lots shall provide sidewalks on such lots remaining vacant after three years (one year = 365 days) from the date of the issuance of a certificate of completion of the subdivision improvements.

3. The owner/developer of the vacant lots shall construct the required sidewalk within six months after a period of three years from issuance of a certificate of completion of the required subdivision improvements.

4. The subdivider shall post a bond for sidewalks in the amount of 110 percent of the cost of construction of said sidewalks, as estimated by the city engineer as a condition of final approval and acceptance of a certificate of completion.

5. The bond shall satisfy the requirements of section 8.5(d)4.b.

6. The owner/developer may periodically reduce the bond amount to account for the units already constructed.

d. Guarantee of incomplete improvements. Where the required improvements have not been completed prior to the submission of the final plat and the applicant has not received a certificate of completion by the city engineer, the approval of the plat shall be subject to the subdivider, guaranteeing the installation of said improvements by filing a performance and payment bond executed by a surety company authorized to do business in the state by the Florida Insurance Commissioner; tri-party agreement; or a letter of credit issued by a Florida bank or savings and loan association, located in the state and licensed by the federal government or the State of Florida Comptroller to do business in Florida as a bank or savings and loan association in the

amount of 110 percent of the construction cost, including fill dirt, as determined by the city engineer.

The bond instrument may provide that portion of the security may be partially released, proportionate to the work completed, to the subdivider, from time to time, as work progresses; but the amount to be released shall be determined by the city engineer in accordance with the foregoing. All instruments shall be in form and substance satisfactory to and approved by the city attorney.

At no point shall any building certificate(s) of completion be issued until all work has been completed within the subdivision and a certificate of completion for the subdivision-related construction improvements have been constructed.

e. Certificate of completion. A certificate of completion shall be provided once all improvements and required documentation have been completed in form and substance acceptable to the city engineer.

(d) *~~Submission of the~~ ~~f~~Final plat process.* Submission of a final plat shall be required of every subdivider, and no street shall be accepted and maintained by the city, nor shall any permit be issued by any administrative agent or department of the city for the construction of any building upon land concerning which a plat is required to be approved, unless and until a final plat has been approved by the city ~~council~~ and duly recorded by the clerk of the circuit court of Brevard County.

~~(1) *Sale of land with reference to unrecorded plats:* Until a final plat is submitted, reviewed by the planning and zoning board, approved by the city council, and recorded by the clerk of the circuit court in the public records of Brevard County, no sale of lots or tracts with reference to said plat shall be consummated, nor shall the city accept any streets or other improvements which are intended to be dedicated to the public.~~

~~(2) *Issuance of building permits on unrecorded plat.* Except as provided for in section 8.7, two building permits for single-family model homes, one building permit for a multiple-family building, and permits for one commercial/industrial lot may be issued by the building official prior to final plat approval in a proposed subdivision if:~~

~~a. A preliminary plat has been approved;~~

~~b. Construction plans have been approved;~~

~~c. The portion of the unrecorded plat on which the building is to be located must meet all requirements of City Code, including meeting the definition of a "lot" as set forth in section 8.4;~~

d. Improvements have been completed which provide fire service and fire access including a stabilized road and water service to the area where the models will be located; and

e. Any other improvement that the city building official or city engineer deem necessary for safety. No certificate of occupancy (CO) or certificate of completion shall be issued, nor shall any additional permits for construction of residential, commercial or industrial units be issued, unless and until: i) a final plat is recorded by the Clerk of the Circuit Court of Brevard County for the section of the project in which the CO is requested; and ii) all subdivision improvements and related requirements have been completed and approved by the city engineer for the section of the project where the CO is requested.

(3) *Final plat approval procedure.* The procedure for obtaining final plat approval is as follows:

a. *Submittal requirements.* The following must be submitted to the city through the city's permitting process, pursuant to the city's adopted policies and procedures for final plat review:

1. Affidavit of ownership executed by fee simple property owner before a notary public authorizing the applicant to submit an application for construction plan review;

2. Boundary survey prepared and certified by a Florida-licensed and registered professional mapper and surveyor pursuant to F.S. ch. 472;

3. A digital version of the final plat prepared, signed and sealed by a State of Florida registered surveyor drawn at the same scale as the preliminary plat; and

4. Fees. The subdivider shall pay to the city all applicable fees for the cost of processing the application, as prescribed from time to time by resolution of the city council.

Failure to commence construction of site improvements or to file an application for final plat approval within one year of the preliminary plat approval or any extension granted by the city council upon written request by the subdivider, shall result in the preliminary plat approval expiring and being automatically terminated.

b. Before the planning and zoning board acts on the final plat, the city engineer will certify compliance with or deviations from, the approved preliminary plat and the requirements of these regulations and that all subdivision improvements shall be or are constructed as provided in option 1 or option 2 as set forth herein above.

~~c. The planning and zoning board shall review the final plat and required exhibits to determine conformity with the comprehensive plan and the preliminary plat. Upon completing its review, the planning and zoning board shall ensure the applicants have completed all application requirements and recommend to the city council approval, approval subject to conditions, or disapproval of the final plat. In recommending approval subject to conditions or in recommending disapproval, the reasons for such action will be stated in writing and reference shall be made to the specific sections of this code with which the final plat does not comply. The subdivider shall be notified of the recommendations.~~

~~d. The city council shall consider the final plat and recommendations of the planning and zoning board and approve, approve subject to conditions, or disapprove the final plat.~~

~~e. Action of the city council and the planning and zoning board shall be noted on the original Mylar, the digital version of the final plat, and on the five prints of the final plat. The original Mylar shall be properly signed and executed by the subdivider and his surveyor and joined in and consented to by all lienholders, all in the form as required for recording by the clerk of the circuit court of Brevard County. The original Mylar and required documents are to be recorded with the clerk of the circuit court of Brevard County. One reproducible copy and five prints of the plat and one copy of the recorded subdivision documents shall be retained by the city for administrative records. All fees and documents required by the clerk of the circuit court of Brevard County for the filing and recording of approved final plats and any subdivision documents shall be deposited by the subdivider with the clerk of the circuit court when final approval is received.~~

(1) Submittal. The subdivider shall submit a completed final plat application with all required exhibits as set forth below to the city through the city's development submittal process, pursuant to the city's adopted policies and procedures. The application and exhibits (in pdf format) shall include:

a. Contact information for the applicant, including name, address, email and phone number;

b. Contact information for each owner, including name, address, email and phone number;

c. Tax account number(s), parcel ID, and address (if applicable) of the area to be subdivided;

d. Total acreage of the area to be subdivided;

e. Future land use map classification and zoning designation of the area to be subdivided;

f. Preliminary plat number associated with the property;

g. Type of proposed development (commercial, residential, or mixed use);

h. Number of lots proposed for the subdivision;

i. Density (units per acre), including permitted and proposed;

j. Subdivision variances (approved with the preliminary plat) with the subdivision (separate application also required);

k. Identify (yes or no) whether the proposed development is an affordable housing development (per appendix B, article V, section 4); and

l. Identify whether there are other applications to be separately submitted with this request (including but not limited to map amendment(s), formal site plan, planned unit development (PUD), etc.).

m. Identify the subdivision construction plan number (ENGR), and the date of construction plan approval.

Failure to provide the above referenced information in the online application will result in an incomplete determination, which will delay the review process.

~~(4)~~(2) *Required exhibits.* ~~Exhibits a. through f., conforming~~ The following exhibits shall conform to the requirements hereinafter set forth, and shall be provided by the subdivider at the time of application for final plat approval.

a. ~~The final plat shall be drawn on a Mylar at a scale of not less than 100 feet to the inch, meeting all the platting requirements of the city and state, and shall substantially conform to the preliminary plat as approved. The plat shall be drawn on Mylar as described above, 24 inches wide by 36 inches long at a scale of not less than 100 feet to one inch.~~ A digital version of the final plat shall be drawn at a scale of not less than 100 feet to one inch on a layout that is 24 inches by 36 inches, prepared, signed and sealed by a State of Florida registered surveyor, in accordance with the design standards as set forth in section 8.6. and meeting all the platting requirements of the city and state, depicting the criteria below and meeting the standards listed in section 8.6. A margin of one inch shall be left on the top, bottom and right side of each sheet with a three-inch margin on the left side of each sheet for binding purposes. All wording shall be in type that is at least one-tenth of an inch in height. Details should be added where appropriate. Neatness and clarity on the plat are mandatory. The final plat shall constitute only that portion of the approved preliminary plat which the subdivider proposes to record and develop at the time; provided, however, that such portion conforms to all requirements of this code. All legal documents set forth ~~in section 8.5(d)(4)g.~~ below or other documents to be recorded prior to or simultaneous with the final plat shall be submitted to the city ~~prior to or~~ simultaneously with the final plat. ~~The final plat shall be prepared by a~~ State of Florida registered ~~surveyor,~~

~~who shall be qualified by law to prepare plats for recording in the public records of the county, and shall show the following information:~~

1. Name of the plat, shown in bold legible letters. The name of the subdivision shall be shown on each sheet included.

~~1.~~2. Each plat shall show the applicable section, township, and range of the property to be platted, and, if a land grant, the plat will so state.

~~2.~~3. The name of the city, county, and state in which the land being platted is situated shall appear under the name of the plat as applicable.

~~3.~~4. Each plat shall show a metes and bounds legal description of the lands subdivided, and the description shall be exactly the same in the title certification required to be submitted by section 8.5(d)(4)c. of this code. The description must be so complete that from it, without reference to the plat, the starting point and boundary can be determined.

5. Current vicinity map showing relationship between area proposed for development and the surrounding area.

6. When more than one sheet must be used to accurately portray the lands subdivided, an index or key map must be included and each sheet must show the particular number of that sheet and the total number of sheets included, as well as clearly labeled matchlines to show where other sheets match or adjoin.

7. The plat drawing shall show all of the following:

   (a) Location, width, and names of all existing streets, waterways (including depth), or other rights-of-way shall be shown, as applicable.

   (b) All contiguous properties shall be identified by future land use map classification, zoning, subdivision title, and plat book and page, or, if unplatted, the land shall be so designated. If the subdivision to be platted is a re-subdivision of a part or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made; the fact of its being a re-subdivision shall be stated as a subtitle following the name of the subdivision wherever it appears on the plat.

   (c) Proposed street rights-of-way, street names, other proposed rights-of-way or easements, and their locations, widths, and purposes. Include location and widths of reservation,

easements, tracts, and any areas to be dedicated for public use or sites for other than residential, commercial, or industrial use.

(d) Proposed lot lines, lot and block numbers, and approximate dimensions. All lots shall be numbered either by progressively higher numbers or, if in blocks, progressively higher numbered in each block, and the blocks progressively numbered or lettered, except that, blocks in numbered additions or phases bearing the same name may be numbered consecutively throughout the several additions or phases.

(e) Proposed parks, school sites, tracts, parcels, or other public open spaces.

(f) Title, date of preparation, true north point, and graphic scale.

(g) Name of owner, surveyor, and engineer who prepared the plat and surveyed the property. The surveyor shall provide their seal, signature, date of survey and plat preparation.

(h) The circuit court clerk's certificate and the land surveyor's certificate and seal.

(i) All section lines and quarter section lines occurring in the map or plat shall be indicated by lines drawn upon the map or plat, with appropriate words and figures. The point of beginning shall be indicated, together with all bearings and distances of the boundary lines. If the platted lands are in a land grant or are not included in the subdivision of governments surveys, then the boundaries are to be defined by metes and bounds and courses. The initial point in the description shall be tied to the nearest government corner or other recorded and well-established corner.

(j) Block corner radii dimensions shall be shown.

(k) Sufficient survey data shall be shown to positively describe the bounds of every lot, block, tract, street, easement, and all other areas shown on the plat. When any lot or portion of the subdivision is bounded by an irregular line, the major portion of that lot or subdivision shall be enclosed by a witness line showing complete data, with distances along all lines extended beyond the enclosure to the irregular boundary shown with as much certainty as can be determined or as "more or less," if variable. Lot, block, street, and all other dimensions except to irregular boundaries, shall be shown to a minimum of hundredths of feet. All measurements shall refer to horizontal plane and be in accordance with the definition of the U.S.

survey foot or meter adopted by the National Institute of Standards and Technology.

(l) Curvilinear lots shall show the radii, arc distances, and central angles or radii, chord, and chord bearing, or both. Radial lines will be so designated. Direction of non-radial lines shall be indicated.

(m) When it is not possible to show curve detail information on the map, a tabular form may be used.

(n) Sufficient angles, bearings, or azimuth to show direction of all lines shall be shown, and all bearings, angles, or azimuth shall be shown to the nearest second of an arc.

(o) The centerlines of all streets shall be shown with distances, angles, bearings or azimuth, “P.C.s,” “P.T.s,” “P.R.C.s,” “P.C.C.s,” arc distance, central angles, tangents, radii, chord, and chord bearing or azimuth, or both.

(p) Park and recreation parcels as applicable shall be so designated.

~~5.~~8. A site development notes table shall be provided on the first sheet of the plat, identifying the following:

* * * *

~~6. Name of surveyor/engineer of record with seal, signature, and a date of survey and plat preparation.~~

~~7. Title, date, name of the subdivision, true north point, and graphic scale.~~

~~8. The circuit court clerk's certificate and the land surveyor's certificate and seal.~~

~~9. All section lines and quarter section lines occurring in the map or plat shall be indicated by lines drawn upon the map or plat, with appropriate words and figures. The point of beginning shall be indicated, together with all bearings and distances of the boundary lines. If the platted lands are in a land grant or are not included in the subdivision of governments surveys, then the boundaries are to be defined by metes and bounds and courses. The initial point in the description shall be tied to the nearest government corner or other recorded and well established corner.~~

10. Location, width, and names of all streets, waterways, or other rights-of-way shall be shown, as applicable.

11. All contiguous properties shall be identified by future land use map classification, zoning, subdivision title, and plat book and page, or, if unplatted, the land shall be so designated. If the subdivision to be platted is a re-subdivision of a part or the whole of a previously recorded subdivision, sufficient ties shall be shown to controlling lines appearing on the earlier plat to permit an overlay to be made; the fact of its being a re-subdivision shall be stated as a subtitle following the name of the subdivision wherever it appears on the plat.

12. All lots shall be numbered either by progressively higher numbers or, if in blocks, progressively higher numbered in each block, and the blocks progressively numbered or lettered, except that blocks in numbered additions or phases bearing the same name may be numbered consecutively throughout the several additions or phases.

13. Block corner radii dimensions shall be shown.

14. Sufficient survey data shall be shown to positively describe the bounds of every lot, block, tract, street, easement, and all other areas shown on the plat. When any lot or portion of the subdivision is bounded by an irregular line, the major portion of that lot or subdivision shall be enclosed by a witness line showing complete data, with distances along all lines extended beyond the enclosure to the irregular boundary shown with as much certainty as can be determined or as "more or less," if variable. Lot, block, street, and all other dimensions except to irregular boundaries, shall be shown to a minimum of hundredths of feet. All measurements shall refer to horizontal plane and be in accordance with the definition of the U.S. survey foot or meter adopted by the National Institute of Standards and Technology.

15. Curvilinear lots shall show the radii, arc distances, and central angles or radii, chord, and chord bearing, or both. Radial lines will be so designated. Direction of non-radial lines shall be indicated.

16. Sufficient angles, bearings, or azimuth to show direction of all lines shall be shown, and all bearings, angles, or azimuth shall be shown to the nearest second of an arc.

17. The centerlines of all streets shall be shown with distances, angles, bearings or azimuth, "P.C.s," "P.T.s," "P.R.C.s," "P.C.C.s," arc distance, central angles, tangents, radii, chord, and chord bearing or azimuth, or both.

18. Park and recreation parcels as applicable shall be so designated.

19. A certificate of consent and joinder to the plat, dedication of lands upon the plat, and recording of the plat executed by any mortgagee and lien holder, in form and substance reasonably acceptable to the city's legal counsel.

20. The purpose of all areas dedicated must be clearly indicated or stated on the plat.

21. When it is not possible to show curve detail information on the map, a tabular form may be used.

22. A note stating: Fences are regulated in easements per section 9.47(d), appendix D, of this code.

23. A note stating: All lots shall have a minimum of a ten-foot-wide easement along the front lot line parallel to the street for public utilities and all lots, except those utilizing zero lot line construction, shall have a minimum of a seven-and-one-half-foot wide easement centered on common side and rear lot lines. Utility easements to be used for storm sewer, sanitary sewer, or for water lines and water reuse lines six inches or greater in diameter, centered on common lot lines shall be a minimum of 20 feet wide.

24. A note stating: Luminaries are regulated by appendix D, chapter 8, section 8.6(c).

25. For residential development abutting an arterial and/or collector roadway, a note stating: This plat is subject to the special residential buffer, per appendix D, chapter 8, section 8.6(h).

26. A note stating: Side lot easements along the boundaries of a single building site shall be terminated when two or more lots are used for a single building site, unless a drainage structure or utilities have been constructed within the easement. When more than one lot or parts of one or more lots are used as a single building site, the outside boundaries of the building site shall carry the side lot line easements provided and dedicated y this plat, provided that no utilities exist within said easement and proper verification has been made.

27. A note stating: Subdivision signs are regulated by appendix D, chapters 8 and 11.

28. Double frontage lots, where an abutting roadway is either not part of the same recorded plat or the abutting roadway is an arterial or collector roadway shall provide a plat note that restricts direct access to such roadways.

29. The plat shall include in a prominent place the following statement: NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

30. Location and widths of reservation, easements, tracts, and any areas to be dedicated for public use or sites for other than residential, commercial, or industrial use with notes stating their purpose and any limitations.

31. A note stating: All platted public utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

32. Information and certificates as required by F.S. §§ 177.071 and 177.081.

33. Text dimensions. All text and numerical data shown on the plat must be a minimum of one-tenth inch in height. Details should be added where appropriate. Neatness and clarity on the plat are mandatory.

b. Where the required improvements have not been completed prior to the submission of the final plat, the approval of the plat shall be subject to the subdivider, guaranteeing the installation of said improvements by filing a performance and payment bond executed by a surety company authorized to do business in the state by the Florida Insurance Commissioner; tri-party agreement; or a letter of credit issued by a Florida bank or savings and loan association, located in the state and licensed by the federal government or the State of Florida Comptroller to do business in Florida as a bank or savings and loan association in the amount of 110 percent of the construction cost, including fill dirt, as determined by the city engineer. The bond instrument may provide that portions of the security may be partially released, proportionate to the work completed, to the subdivider, from time to time, as work progresses; but the amount to be released shall be determined by the city engineer in accordance with the foregoing. All instruments shall be in form and substance satisfactory to and approved by the city attorney. Stormwater features, except conveyance areas or infrastructure within platted residential lots, shall be completed and not bonded prior to recording.

c. Every plat of a subdivision submitted to the approving agency of the city must be accompanied by a title opinion by an attorney-at-law licensed to practice in the state or a certification by an abstractor or a title insurance company, authorized to do business as such by the Florida Insurance Commissioner, confirming that record title to the land as described and shown on the plat is in the name of the person, corporation, or legal entity executing the dedication, if any, as it is shown on the plat and, if the plat does not contain a dedication, that the subdivider has record title to the land. The title opinion or certification shall also show all mortgages or other liens not satisfied nor otherwise terminated by law on the land to be platted and all other encumbrances or easements. The title opinion shall be certified to and in favor of the City of Melbourne and the Brevard County Clerk of the Circuit Court. Said opinion shall be in form and substance acceptable to the city attorney. No title opinion shall be more than 90 days old as of the date of recording of the final plat. As of the date of recording of the final plat, the subdivider shall certify under oath to and for reliance by the city and the clerk of the circuit court that there have been no changes in the state of title as depicted on the title opinion.

d. Any proposed subdivision within a flood hazard area must comply with sections 13.191 through 13.198, appendix D, of this code. If proposed structure elevations are contingent upon a letter of map change as defined in section 13.152, appendix D of the code of ordinances, no certificates of occupancy (CO) shall be issued for a structure on any platted lot formerly located in Federal Emergency Management Agency (FEMA) designated flood zone A, AE, AO, AH, V, or VE until a map amendment or letter of map revision (LOMR) has been obtained for said lot or structure indicating that such structure has been removed from a special flood hazard area as acknowledged by FEMA as a result of construction improvements. All lots where no change in the status of the special flood hazard area has occurred shall remain eligible for building permits provided that the lowest floor elevation is elevated 1.33 feet above the base flood elevation. All construction must comply with article IX, chapter 13, appendix D, City Code, and no building permit or permit for subdivision improvements will be issued until the construction has been approved by the city's floodplain administrator pursuant to article IX, chapter 13, appendix D, City Code.

e. A stormwater maintenance agreement substantially, in a form approved, from time to time, by resolution of the city council specifying the location, function, ownership, maintenance responsibility and access responsibilities for the stormwater management system consistent with chapter 50, City Code, shall be executed by the owner of the properties to be platted and joined in and consented to by any mortgagee or lienholder of the aforesaid. The agreement shall be in form and substance acceptable to the city attorney and city manager.

f. The subdivider shall submit for review and approval to the community development director and the city engineer the documents set forth in this

~~sub-paragraph. Upon request of the community development director or the city engineer, the documents shall be reviewed by the city's legal counsel. Upon review and approval of the documents, the documents shall be recorded in the Public Records of Brevard County, Florida, simultaneous with the recordation of the final plat:~~

~~1. Articles of incorporation for a homeowner's, property owner's, or condominium association, if the property to be platted includes more than one parcel of property to be platted. The community development director may waive this requirement at the time of final plat approval, if there are no private improvements serving more than one lot. The articles of incorporation shall satisfy all requirements of either F.S. chs. 607 or 617, relating to corporations. The articles of incorporation shall include a provision stating that the city is not required to take title to or to operate any of the improvements in the subdivision upon dissolution of the association. The provision shall also provide that said provision cannot be amended or terminated without consent of the city. Upon approval of the articles of incorporation, they shall be filed with the State of Florida, Secretary of State at the expense of the subdivider. Prior to recording of the final plat, copies of the corporate charter and articles of incorporation marked "Filed" in the Secretary of State's office shall be submitted to the community development director. It is recommended, although not required by the city, that the original corporate charter and articles of incorporation marked "Filed" in the Secretary of State's office be recorded in the public records of Brevard County, Florida, simultaneous with the recordation of the final plat;~~

~~2. Declaration of covenants, conditions, and restrictions for the subdivision, if the property to be platted includes more than one parcel of property to be platted. This document shall include provisions providing: that the covenants shall be covenants running with the land; that the common areas are subject to the jurisdiction of the association incorporated above in sub-paragraph f.1; that the association shall be responsible for maintenance of the common areas; that the association shall have the power to assess the various lots in the subdivision for funds to maintain the common areas, and that upon failure to pay said assessments, the association may place a lien against said lots; restrictions on use of portions of the property to be subdivided; and for a method by which the covenants and restrictions may be enforced. The covenants and restrictions shall continue in force for so long as the subdivision may exist. The common areas shall include entry areas for landscaping and display of subdivision related signage, stormwater retention/detention facilities, drainage easements, recreational areas, and other subdivision related facilities, and may include conservation areas;~~

~~3. Deed conveying parcels of the common areas to the association incorporated above in subparagraph f.1. The deed shall be a statutory warranty deed;~~

~~4. Easements to the city for water, sewer, drainage, conservation, or other purposes, whether on- or off-site. No easement shall be conveyed unless requested by the city. All easements shall warrant title, that the grantor holds title to the property and has the power to convey title, and that the grantor will defend the city against all claims against the title;~~

~~5. Stormwater maintenance agreement substantially conforming to the form approved by the city;~~

~~6. Water or sewer agreements required as a condition of construction plan approval;~~

~~7. Letter from the St. Johns River Water Management District acknowledging receipt of the documents listed in this subparagraph;~~

~~8. Receipt for payment of applicable recreation impact fees; and~~

~~9. Form of infrastructure/construction (maintenance) warranty bond. Upon approval of the form of infrastructure/construction (maintenance) warranty bond (see definition in section 8.4), said bond shall be issued prior to recordation of the final plat.~~

~~The instruments set forth in subparagraphs f.1.-5. shall be joined in and consented to by mortgagees and lienholders of record at the time of recording of the final plat. All documents must be in form and substance acceptable to the city manager and city attorney. All costs for recording, documentary stamp taxes, and other applicable taxes and fees shall be paid by the subdivider.~~

9. The following additional plat notes shall be provided on the plat:

   (a) The plat shall include in a prominent place the following statement: NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.
   (b) A note stating: All lots shall have a minimum of a 10-foot-wide easement along the front lot line parallel to the street for public utilities and all lots, except those utilizing zero lot line construction, shall have a minimum of a seven-and-one-half-foot wide easement centered on common side and rear lot lines. Utility easements to be used for storm sewer, sanitary sewer, or for water lines and water reuse lines six inches or

greater in diameter, centered on common lot lines shall be a minimum of 20 feet wide.

(c) A note stating: Side lot easements along the boundaries of a single building site shall be terminated when two or more lots are used for a single building site, unless a drainage structure or utilities have been constructed within the easement. When more than one lot or parts of one or more lots are used as a single building site, the outside boundaries of the building site shall carry the side lot line easements provided and dedicated by this plat, provided that no utilities exist within said easement and proper verification has been made.

(d) A note stating the location and widths of reservation, easements, tracts, and any areas to be dedicated for public use or sites for other than residential, commercial, or industrial use, including their purpose and any limitations.

(e) A note stating: All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not apply to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

(f) A note stating: Fences are regulated in easements per section 9.47(d), appendix D, of this code.

(g) A note stating: Luminaries are regulated by appendix D, chapter 8, section 8.6(c).

(h) A note stating: Subdivision signs are regulated by appendix D, chapters 8 and 11.

(i) Double frontage lots, where an abutting roadway is either not part of the same recorded plat, or the abutting roadway is an arterial or collector roadway, shall provide a plat note that restricts direct access to such roadways.

(j) For residential development abutting an arterial and/or collector roadway, a note stating: This plat is subject to the special residential buffer, per appendix D, chapter 8, section 8.6(h).

10. Tract Table. A tract table is required on the plat that identifies each tract (by number or letter), the purpose of each tract, maintenance responsibility of each tract, and total acreage of each tract.

b. Survey required. A digital version of the boundary and topographical survey and tree survey of the property, updated as of the date of final plat submittal, that is prepared and certified by a Florida-licensed and registered professional mapper and surveyor pursuant to F.S. ch. 472, drawn at the same scale as the final plat and showing:

1. The location of existing property lines, streets, buildings, watercourses, transmission lines, sewers, bridges, culverts and drain pipes, water mains, water reuse lines, city limit lines, and any public utility easements;

2. Wooded areas, marshes, wetlands, scrub vegetation and any other physical conditions affecting the site;

3. Contours and spot elevations based on National Geodetic Survey datum with a contour interval of one foot. Contours and spot elevations shall extend a minimum distance of 100 feet beyond property lines or a greater distance if topographic conditions warrant; and

4. Total acreage of the property to be subdivided.

c. Legal documents and survey requirements. The subdivider shall submit for review and approval to the community development director and the city engineer the documents set forth in this sub-paragraph. Upon request of the community development director or the city engineer, the documents shall be reviewed by the city's legal counsel. Upon review and approval of the documents, the documents shall be recorded in the Public Records of Brevard County, Florida, simultaneous with the recordation of the final plat. The instruments set forth below shall be joined in and consented to by mortgagees and lienholders of record at the time of recording of the final plat. All documents must be in form and substance acceptable to the city manager and city attorney. All costs for recording, documentary stamp taxes, and other applicable taxes and fees shall be paid by the subdivider.

1. Title opinion required. Every plat of a subdivision submitted to the approving agency of the city must be accompanied by a title opinion by an attorney-at-law licensed to practice in the state or a certification by an abstractor or a title insurance company, authorized to do business as such by the Florida Insurance Commissioner, confirming that record title to the land as described and shown on the plat is in the name of the person, corporation, or legal entity executing the dedication, if any, as it is shown on the plat and, if the plat does not contain a dedication, that the subdivider has record title to the land. The title opinion or certification shall also show all mortgages or other liens not satisfied nor otherwise terminated by law on the land to be platted and all other encumbrances or easements. The title opinion shall be certified to and in favor of the City of Melbourne and the Brevard County Clerk of the Circuit Court. Said opinion shall be in form

and substance acceptable to the city attorney. No title opinion shall be more than 90 days old as of the date of recording of the final plat. As of the date of recording of the final plat, the subdivider shall certify under oath to and for reliance by the city and the clerk of the circuit court that there have been no changes in the state of title as depicted on the title opinion.

2. Articles of incorporation for a homeowner's, property owner's, or condominium association, if the property to be platted includes more than one parcel of property to be platted. The community development director may waive this requirement at the time of final plat approval, if there are no private improvements serving more than one lot. The articles of incorporation shall satisfy all requirements of either F.S. chs. 607 or 617, relating to corporations. The articles of incorporation shall include a provision stating that the city is not required to take title to or to operate any of the improvements in the subdivision upon dissolution of the association. The provision shall also provide that said provision cannot be amended or terminated without consent of the city. Upon approval of the articles of incorporation, they shall be filed with the State of Florida, Secretary of State at the expense of the subdivider. Prior to recording of the final plat, copies of the corporate charter and articles of incorporation marked "Filed" in the Secretary of State's office shall be submitted to the community development director. It is recommended, although not required by the city, that the original corporate charter and articles of incorporation marked "Filed" in the Secretary of State's office be recorded in the public records of Brevard County, Florida, simultaneous with the recordation of the final plat.

3. Declaration of covenants, conditions, and restrictions for the subdivision, if the property to be platted includes more than one parcel of property to be platted. This document shall include provisions providing: that the covenants shall be covenants running with the land; that the common areas are subject to the jurisdiction of the association incorporated above in sub-paragraph f.1; that the association shall be responsible for maintenance of the common areas; that the association shall have the power to assess the various lots in the subdivision for funds to maintain the common areas, and that upon failure to pay said assessments, the association may place a lien against said lots; restrictions on use of portions of the property to be subdivided; and for a method by which the covenants and restrictions may be enforced. The covenants and restrictions shall continue in force for so long as the subdivision may exist. The common areas shall include entry areas for landscaping and display of subdivision related signage, stormwater retention/detention facilities, drainage easements, recreational areas, and other subdivision related facilities, and may include conservation areas.

4. Deed conveying parcels of the common areas to the association incorporated above in subparagraph f.1. The deed shall be a statutory warranty deed.

5. Easements to the city for water, sewer, drainage, conservation, or other purposes, whether on- or off-site. No easement shall be conveyed unless requested by the city. All easements shall warrant title, that the grantor holds title to the property and has the power to convey title, and that the grantor will defend the city against all claims against the title.

6. Consent and joinder required. A certificate of consent and joinder to the plat, dedication of lands upon the plat, and recording of the plat executed by any mortgagee and lien holder, in form and substance reasonably acceptable to the city's legal counsel.

7. Stormwater maintenance agreement substantially conforming to the form approved by the city. The stormwater maintenance agreement shall be substantially in a form approved, from time to time, by resolution of the city council specifying the location, function, ownership, maintenance responsibility and access responsibilities for the stormwater management system consistent with chapter 50, City Code, shall be executed by the owner of the properties to be platted and joined in and consented to by any mortgagee or lienholder of the aforesaid. The agreement shall be in form and substance acceptable to the city attorney and city manager.

8. Water or sewer agreements required as a condition of construction plan approval.

9. Information and certificates as required by F.S. §§ 177.071 and 177.081.

10. Form of infrastructure/construction (maintenance) warranty bond. Upon approval of the form of infrastructure/construction (maintenance) warranty bond (see definition in section 8.4), said bond shall be issued prior to recordation of the final plat.

11. Receipt for payment of applicable recreation impact fees.

12. Letter from the St. Johns River Water Management District acknowledging receipt of the required documents.

13. Any proposed subdivision within a flood hazard area must comply with sections 13.191 through 13.198, appendix D, of this Code. If proposed structure elevations are contingent upon a letter of map change as defined in section 13.152, appendix D of this Code, no certificates of occupancy (CO) shall be issued for a structure on any platted lot

formerly located in Federal Emergency Management Agency (FEMA) designated flood zone A, AE, AO, AH, V, or VE until a map amendment or letter of map revision (LOMR) has been obtained for said lot or structure indicating that such structure has been removed from a special flood hazard area as acknowledged by FEMA as a result of construction improvements. All lots where no change in the status of the special flood hazard area has occurred shall remain eligible for building permits provided that the lowest floor elevation is elevated 1.33 feet above the base flood elevation. All construction must comply with article IX, chapter 13, appendix D of this Code, and no building permit or permit for subdivision improvements will be issued until the construction has been approved by the city's floodplain administrator pursuant to article IX, chapter 13, appendix D of this Code.

~~g.~~d. Installation of permanent reference monument and permanent reference points. Upon approval of the final plat by the city council, but prior to the recording of the final plat the subdivider shall cause a registered surveyor to install permanent reference monument (P.R.M.) points. Permanent reference monument points shall be placed in accordance with the following requirements:

* * * *

e. Proof of ownership, (such as a deed).

f. Affidavit of ownership form, executed by fee simple property owner before a notary public authorizing the applicant to submit an application for preliminary plat.

g. Authorization to represent form, executed by fee simple property owner before a notary public authorizing the applicant represent the owner throughout the process, including during public hearings.

h. Guarantee of incomplete improvements. Where the required improvements have not been completed prior to the submission of the final plat, the approval of the plat shall be subject to the subdivider, guaranteeing the installation of said improvements by filing a performance and payment bond executed by a surety company authorized to do business in the state by the Florida Insurance Commissioner; tri-party agreement; or a letter of credit issued by a Florida bank or savings and loan association, located in the state and licensed by the federal government or the State of Florida Comptroller to do business in Florida as a bank or savings and loan association in the amount of 110 percent of the construction cost, including fill dirt, as determined by the city engineer. The bond instrument may provide that portions of the security may be partially released, proportionate to the work completed, to the subdivider, from time to time, as work progresses; but the amount to be released shall be determined by the city engineer in accordance with the foregoing. All instruments shall be in form and substance satisfactory to and approved by the city attorney.

Stormwater features, except conveyance areas or infrastructure within platted residential lots, shall be completed and not bonded prior to recording.

(3) Fees. Once the application and exhibits are submitted and checked for completeness, an invoice will be sent to the applicant, identifying all applicable fees for the cost of processing the application, as prescribed from time to time by resolution of the city council. Fees must be paid to the city prior to review by city staff.

(4) *Completeness check*. Within seven business days after receipt of a plat or replat submittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the submittal and identify any missing documents or information necessary to process the submittal for compliance with F.S. § 177.091. The written notice shall provide information regarding the plat or replat approval process, requirements regarding the completeness of the process and the timeframes for reviewing, approving and otherwise processing the submittal.

An incomplete submittal will not be reviewed by the city.

Within seven business days of each resubmittal, the administrative authority shall provide written notice to the applicant acknowledging receipt of the submittal and identify any missing documents or information necessary to process the submittal for compliance with F.S. § 177.091, until the application is deemed complete.

(5) *Staff review of the final plat*. The community development department shall coordinate the review of the final plat and associated documents, receiving comments from applicable city departments and such other public officials or agencies determined to be necessary by the community development director. Staff will coordinate with the applicant to address city comments. Once city comments are addressed, the applicant shall provide the city with a final mylar of the plat, with original signatures.

(6) *Coordination of final plat with subdivision construction plans.* A final plat shall not be considered for administrative approval until the subdivision construction plans are approved. The final plat shall be consistent with and reflect all of the easements and tracts necessary to support the constructed drainage design indicated in the master drainage plan, public and private utilities, and roadways. The final plat shall and subdivision improvements shall be designed and constructed as required by section 8.6 and section 8.11.

(7) *Administrative approval of the final plat.* Unless the applicant requests an extension of time, the administrative official shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant.

If the administrative official does not approve the plat or replat, it must notify the applicant in writing of the reasons, identifying all areas of noncompliance and include specific citations to each requirement that it fails to meet. The authority/staff cannot request or require the applicant to file a written extension of time.

(8) *Process to record the final plat.* Action of the administrative official shall be noted on the original Mylar, the digital version of the final plat, The original Mylar shall be properly signed and executed by the subdivider and his surveyor and joined in and consented to by all lienholders, all in the form as required for recording by the clerk of the circuit court of Brevard County. The original Mylar and required documents are to be recorded with the clerk of the circuit court of Brevard County. One reproducible copy and digital version of the plat and one copy of the recorded subdivision documents shall be retained by the city for administrative records. All fees and documents required by the clerk of the circuit court of Brevard County for the filing and recording of approved final plats and any subdivision documents shall be deposited by the subdivider with the clerk of the circuit court when final approval is received.

(e) *Issuance of building permits.* Except as provided for in section 8.7, there are two methods to obtain building permits for a subdivision; permits issued prior to plat recordation, and permits issued after the final plat is recorded.

(1) Building permits prior to plat recordation. Prior to the recordation of the plat, no more than two permits may be issued for single-family model homes, or one building permit for a multiple-family building, or permits for one commercial/industrial lot may be issued by the building official if the following occur:

a. A preliminary plat has been approved;

b. Construction plans have been approved;

c. The portion of the unrecorded plat on which the building is to be located must meet all requirements of this Code, including meeting the definition of a "lot" as set forth in section 8.4;

d. *Construction of minimum required improvements.* The following improvements shall be completed:

1. Fire and emergency services access to the site;

2. Water mains shall be installed up to the meter connection points, including all fire hydrants to support fire service;

3. All sewer force main and gravity main shall be installed within the future right-of-way;

4. Mass grading for the relevant phase of the residential subdivision and all areas required to support emergency services access and all stormwater management necessary for that phase;

5. Excavation of stormwater facilities in support of the areas where mass grading has occurred; and

6. Other improvements deemed necessary by the city engineer and/or the building official in support of public health, safety, and welfare.

(2) Building permits after plat recordation. After recordation of the plat, there are no limitations on the number of building permits to be issued. However, at no point shall any building certificate(s) of occupancy be issued until all work has been completed within the subdivision and a certificate of completion for the subdivision-related construction improvements has been issued.

* * * *

Sec. 8.7. Residential subdivisions requesting expedited building permits.

* * * *

(d) *Review and approval of construction plan requirements.* Review and approval for expedited permitting of residential subdivisions shall include the minimum required improvements.

* * * *

(3) *Construction of minimum required improvements.* Prior to the effectiveness of preliminary plat approval, the following improvements shall be completed:

* * * *

To be deemed complete, and for a preliminary plat approval to be deemed effective, all inspections of site work shall be completed and ~~a~~ an "eligibility to proceed" certificate ~~of completion~~ shall be issued by the city engineer.

(e) *Preliminary plat requirements, review and approval for expedited permitting of residential subdivisions; effective date.*

* * * *

(4) *Public hearing process: City council consideration of the preliminary plat; effective date.* The city council shall review the preliminary ~~plant~~ plat and shall consider the recommendation of the planning and zoning board and conditionally approve, conditionally approve subject to conditions, or disapprove of the preliminary plat. Preliminary plat approval is not effective until the construction plans are approved and the minimum required improvements are complete in compliance with the requirements of section 8.7(c) of this ~~c~~Code.

(f) *Building permits applications and permit issuance.* Applications can precede preliminary plat approval and subsequently, the city shall issue the number or percentage of building permits requested by an applicant in accordance with the Florida Building Code and this section, provided the residential buildings or structures are unoccupied and all of the following conditions are met:

* * * *

(6) The applicant shall execute a hold harmless and indemnification in favor of the city prior to issuance of building permits, consistent with FS § 177.073(10), as amended.

(g) *Final plat requirements, review and approval; recording.*

(1) The subdivider shall follow the final plat application process with all required exhibits as set forth in section 8.5(d)~~(3)~~, and will be subject to final consideration by the administrative official, as set forth in section 8.5(d)(5).

~~(2) Review. The community development director, or his/her designee, shall receive written reports comments from the public works and utilities department, fire department, city engineering department, building division, the city's legal counsel, and such other public officials or agencies determined to be necessary by the community development director. Such comments/corrections shall be provided and be based on factors relating to the plat which bear upon the public interest, consistency of the plat with the comprehensive plan, and relationship of the plat to city land development regulations. Once the plat is code compliant and all comments are addressed, the community development director shall consolidate the comments and recommendations and shall make a formal recommendation of approval, approval with conditions, or denial to the planning and zoning board.~~

~~(3) City council consideration; effective date. The city council shall consider the recommendation of the planning and zoning board and conditionally approve, conditionally approve subject to conditions, or disapprove the preliminary plat. Final plat approval is not effective until the construction plans are approved and the required improvements are complete in compliance with the requirements of section 8.7(c) of this code.~~

~~(4)~~(2) In order to record, the applicant shall hold a valid performance bond for up to 130 percent of the necessary improvements, as defined in F.S. § 177.031(9), that have not been completed upon submission of the application under this section, including any phase-by-phase basis for PUD subdivisions.

~~(5)~~(3) An applicant may contract to sell, but may not transfer ownership of, a residential structure or building located in the residential subdivision or planned community until the final plat is approved ~~by the governing body~~ and recorded in the public records by the clerk of the circuit court.

~~(6)~~(4) An applicant may not obtain a temporary or final certificate of occupancy for each residential structure or building for which a building permit is issued until the final plat is approved ~~by the governing body~~ and recorded in the public records by the clerk of the circuit court.

(5) At no point shall any building certificate(s) of occupancy be issued until all work has been completed within the subdivision and a certificate of completion for the subdivision-related construction improvements have been issued.

* * * *

Sec. 8.8. Variances.

* * * *

~~(b) Application for any such variance shall be submitted in writing by the subdivider to the community development director and city engineer and reviewed by the planning and zoning board at the time the preliminary plat is considered. The petition shall state fully the grounds for the application and all the facts relied upon by the petitioner. All such applications shall be considered and studied by the planning and zoning board who shall make written recommendations to the city council concerning such application, which recommendations shall become a part of the final record of the city in connection with said application. In considering such application, the planning and zoning board shall use the criteria set forth in subsection (a) of this section.~~

(b) *Subdivision Variance Process.* There are three types of subdivision variances:

- Subdivision variances requiring approval with the preliminary plat;
- Subdivision variances as a substantial change to an approved preliminary plat, except for such requests caused by field conditions or are survey-related; and
- Subdivision variance requests to not plat through the subdivision process.

(1) Application for subdivision variance shall be submitted by the applicant. The subdivider shall submit a completed subdivision variance application with all required exhibits identified below to the city through the city's development submittal process, pursuant to the city's adopted policies and procedures. The application and exhibits (in pdf format) shall include:

a. Application. Through the city’s digital online submittal portal, the applicant must apply for and select “subdivision variance”. All information shall be completed by the applicant, including:

1. Contact information for the applicant, including name, address, email and phone number;

2. Contact information for each owner, including name, address, email and phone number;

3. Tax account number(s), parcel ID, and address (if applicable) of the area to be subdivided;

4. Name of project;

5. Area of development;

6. Type of proposed development (commercial, residential, or mixed use);

7. Plat number;

8. Number of lots existing and proposed for the subdivision;

9. Density (units per acre), including permitted and proposed;

10. Existing Uses and proposed uses on the property;

11. Square footage of any existing and proposed uses for the property;

12. Proposed floor area ratio;

13. Code sections needing subdivision variance.

14. Identify whether there are other applications to be separately submitted with this request (including but not limited to map amendment(s), formal site plan, planned unit development (PUD), etc.).

Failure to provide the above referenced information in the online application will result in an incomplete determination, which will delay the review process.

b. The following exhibits shall be uploaded with the application:

1. Proof of ownership, (such as a deed).

2. Affidavit of ownership form, executed by fee simple property owner before a notary public authorizing the applicant to submit an application for preliminary plat.

3. Authorization to represent form, executed by fee simple property owner before a notary public authorizing the applicant to represent the owner throughout the process, including during public hearings.

4. A digital version of the subdivision variance plans, to scale.

5. Evidence to support the subdivision variance request.

6. A digital version of the boundary survey, including total acreage, signed and sealed by a State of Florida registered land surveyor.

c. The fees for a subdivision variance are set forth by resolution and approved by city council from time to time.

(2) Completeness check. Once the application and exhibits are submitted, and checked for completeness, an invoice will be sent to the applicant identifying all applicable fees for the cost of processing the application, as prescribed from time to time by resolution of the city council. Fees must be paid to the city prior to review by city staff.

(3) Staff review of the subdivision variance request. The community development department shall coordinate the review of the subdivision variance request and associated documents, receiving comments from applicable city departments and such other public officials or agencies determined to be necessary by the community development director. Staff will coordinate with the applicant to address city comments. Once all comments are addressed, the community development director shall schedule the subdivision variance for public hearing.

(4) Public hearing process. Subdivision variances shall follow the public hearing process established in section 8.5(b)(4).

a. Any subdivision variance requested as part of the full platting process must be reviewed in conjunction with either:

1. Initial consideration of the preliminary plat; and

2. Any substantial change to an approved preliminary plat.

b. Any subdivision variance request seeking to avoid platting shall follow the public hearing process as an independent request.

c. Subdivision variances that are caused by field conditions or are survey-related, may be administratively approved with the final plat.

(5) Approval of the subdivision variance shall not be construed as authority for filing of the plat with the clerk of the circuit court of Brevard County, nor as authority for the sale of lots in reference thereto.

* * * *

SECTION 5. 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 6. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 7 That this ordinance was passed on first reading at a regular meeting of the City Council on the day of , 2026, 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. 2026-01

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	City Attorney's Office
Presenter:	Adam Conley
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.19.

Subject:
An ordinance amending Chapter 2, Article II, Melbourne Code of Ordinances regarding public participation and standards of decorum at City Council meetings.

Background/Consideration:
At its November 13, 2025 Regular Council Meeting, City Council gave the City Attorney direction to draft and propose an ordinance amending Chapter 2, Article II, City Code relating to public participation procedures and standards of decorum at City Council meetings. This direction came as a result of legal guidance provided by the City Attorney in October 2025.

As set forth in more detail in the attached memorandum, the proposed ordinance revises Sec. 2-29 to clarify the time limits for general public comment at Council meetings, revises Sec. 2-32 to clarify to whom the public should direct their comments, and amends Sec. 2-36 to define certain terms and delete other terms.

Fiscal/Budget Impact:

Requested Action:
Approval of Ordinance No. 2026-02.

MEMORANDUM

TO: Mayor and City Council

FROM: Adam Conley, City Attorney

SUBJECT: Proposed Modifications to Melbourne City Code Regarding Public Participation and Standards of Decorum for City Council Meetings

DATE: January 13, 2026

On October 17, 2025 I provided City Council with guidance and suggested recommendations on the City's codified public participation and standards of decorum rules and procedures, based in large part upon an Eleventh Circuit Court of Appeals ruling from last October in Moms for Liberty of Brevard County v. Brevard Public Schools. At the November 13, 2025 meeting, City Council directed the City Attorney's Office to draft proposed amendments to City Code based upon this guidance.

The proposed ordinance amends City Code in the following ways:

- **Sec. 2-29 – Order of Business:** Within the stated order of business for City Council meetings is a line item for Public Comments with the following parenthetical statement: "(The time limit provision in section 2-32 does not apply to this item.) Prior to 2013, Sec. 2-32 of City Code did not have specific language regarding timeframes for general public comment within the Council meeting agenda, and spoke of time limits for specific agenda items, public hearings, and quasi-judicial items. I interpret this parenthetical to mean that the 5-minute time limit for public hearings was not intended to apply to general public comments.

  In mid-2013, in anticipation of the adoption of legislation now codified as §286.0114, Florida Statutes regarding public participation at public meetings, the City Attorney's Office recommended revisions to Ch. 2, Art. II, City Code to address the statutory requirements of this statute. City Council adopted Ordinance No. 2013-49 on August 27, 2013, amending Sec. 2-32 to create a time limit for public comments. It is my opinion that the parenthetical statement with the Public Comment line item was intended to be deleted as a part of Ordinance No. 2013-49, but was inadvertently omitted. Reading Sec. 2-29 and Sec. 2-32 together gives an inaccurate impression that the 3-minute time limit for public comments does not apply to the Public Comment portion of the City Council meeting agenda. As I do not believe this is the intent, I am proposing to delete the parenthetical statement from Sec. 2-29 to make clear that the 3-minute time limit in Sec. 2-32 does in fact apply.

- **Sec. 2-32 – Time limit:**
  - **Request to Speak Form:** In 2024, Sec. 2-32(a) was modified to state that individuals seeking to make comment to Council must fill out a request to speak form prior to making comments. In discussion with the Clerk's Office, this pre-requisite does not always occur. City staff is requesting that Sec. 2-32(a) be revised again to state that speakers should fill out a form, either before or after making comments.

- **Directing Comments to Council:** Sec. 2-32(a) includes language directing speakers to "address their remarks to the city council as a body rather than individual members." Per my October guidance, a court is likely to consider this requirement to be constitutional only if it is consistently applied to all speakers – whether the speaker is making positive or negative comments, or asking a question directed to an individual council member. Alternatively, Council may consider the proposed revision to Sec. 2-32(a) to permit remarks to Council as a body or directed to individual Council members. The proposed ordinance includes language with this alternative to permit remarks to either Council as a body or to individual Council members.

- **Sec. 2-36 – Standards of decorum.** Sec. 2-36(b), City Code has since at least 2000 included prohibitions on personal, impertinent, or slanderous remarks. This subsection was also amended in 2024 to also restrict "becoming disrespectful" or making disrespectful comments. The proposed ordinance does the following:
  - Deletes "disrespectful" from Sec. 2-36(b): The Moms for Liberty ruling illustrates that a ban on "offensive speech" or "abusive speech" was not appropriate under the First Amendment, and I have concerns that a restriction on "disrespectful speech" may be viewed similarly as an improper content or viewpoint-based restriction on speech. I recommend this term be deleted from Sec. 2-36(b).
  - Modifies "will be ordered" to "can be ordered" in Sec. 2-36(b): I am proposing this modification to provide the Mayor, Vice Mayor, or other presiding officer of the Council meeting with a small manner of discretion when enforcing the rules of decorum. That said, I strongly recommend that the decorum standards be applied and enforced in a consistent manner to avoid any appearance of preference or dis-preference for a particular viewpoint being expressed by public speakers.
  - Defines "boisterous": The Eleventh Circuit found that the lack of definitions in the Brevard Public Schools public participation rules made enforcement of such rules problematic. However, the court also acknowledged that maintaining decorum to restrict yelling, shouting, screaming, or using profanity is an appropriate content-neutral restriction on public comments. I am proposing a definition of "boisterous" to reflect this intended meaning.
  - Defines "impertinent remark": This proposed definition gives context to the meaning of "impertinent" to be remarks or comments irrelevant to a particular item being considered by Council, or as to the general public comment period of Council meeting, remarks or comments irrelevant to the business of the City in general.
  - Defines "personal remark": The Moms for Liberty ruling illustrates that a "personal remark" is not merely a comment about a particular person (whether a Council member or other person), but rather involves the speaker addressing and direction comments to someone other than City Council as a body or an individual Council member. As noted above, the

recent federal case found the lack of definitions problematic in the enforcement of public participation rules. Accordingly, I am proposing a definition of “personal remark” consistent with the Eleventh Circuit’s ruling.

RECOMMENDATION: Approval of the proposed ordinance.

Business Impact Estimate

To: Mayor and City Council

From: Adam M. Conley, City Attorney

Date: January 13, 2026

Re: Proposed Ordinance re: Public Comment Procedures and Standards of Decorum

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Summary of the Proposed Ordinance

At its November 13, 2025 regular meeting City Council gave the City Attorney direction to revise City Code pursuant to guidance provided on public participation and standards of decorum at City Council meetings. The proposed ordinance is submitted to City Council pursuant to this direction in furtherance of servicing the public health, safety, morals and welfare. This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes, and may be revised following its initial publication and prior to adoption of the proposed ordinance.

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

There are no costs of compliance that businesses may reasonably incur if the ordinance is enacted. There are no new charges or fees on businesses pursuant to the proposed ordinance. There are no new regulatory costs that will be imposed on businesses pursuant to the proposed ordinance. There are no direct economic impacts on private for-profit businesses pursuant to the proposed ordinance.

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

None

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO PUBLIC PARTICIPATION AND STANDARDS OF DECORUM DURING CITY COUNCIL MEETINGS; MAKING FINDINGS; AMENDING CHAPTER 2 OF THE CITY CODE, ENTITLED "ADMINISTRATION"; AMENDING SECTION 2-29, ORDER OF BUSINESS; AMENDING SECTION 2-32, ADDRESSING THE CITY COUNCIL – TIME LIMIT; AMENDING SECTION 2-36 STANDARDS OF DECORUM; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, meetings of the City Council of the City of Melbourne are open to the public in accordance with the State of Florida's Sunshine Law, established in Chapter 286, Florida Statutes; and

WHEREAS, in providing the opportunity for the public to participate in City Council meetings, the City Council may adopt reasonable rules and policies that ensure the orderly conduct of public meetings pursuant to Section 286.0114, Florida Statutes; and

WHEREAS, in October 2025 the City Attorney provided guidance to City Council regarding rules and policies for public participation of City Council meetings as related to the federal case Moms for Liberty of Brevard County v. Brevard Public Schools, 118 F.4th 1324 (11th Cir. 2024); and

WHEREAS, at its November 13, 2025 regular meeting, City Council gave the City Attorney direction to draft proposed revisions to City Code to clarify and revise City Code standards for public participation and public decorum pursuant to the City Attorney's guidance; and

WHEREAS, the City of Melbourne has authority in accordance with the Florida Constitution, and Chapters 166 and 286 of the Florida Statutes, to enact these regulations in the interest of the public health, safety and welfare of its citizens.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

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

CHAPTER 2. ADMINISTRATION

* * * *

ARTICLE II. CITY COUNCIL

Sec. 2-29. Order of business.

Unless an exemption is provided by state law, meetings of the city council shall be open to the public. During regular meetings, the business of the city council shall be taken up for consideration in generally the following order:

* * * *

(7) Public comments. ~~(The time limit provision in section 2-32 does not apply to this item.)~~

* * * *

Sec. 2-32. Addressing the city council – Time limit.

(a) Each person who ~~wishes to address~~ addresses the city council during a city council meeting ~~must~~ should complete a form located at the entrance to the council chamber prior to or after speaking. After the presiding officer has recognized a speaker, the speaker must use the microphone at the public lectern and state their name and address for the record or indicate their address in terms of a specific city or unincorporated county; address their remarks to the city council as a body ~~rather than~~ or to individual members; and direct all questions through the presiding officer.

* * * *

Sec. 2-36. Standards of decorum.

* * * *

(b) *By other persons.* Any person who makes personal, impertinent, or slanderous remarks or becomes boisterous ~~or disrespectful~~ while addressing the city council ~~will~~ can be ordered to leave the council chamber by the presiding officer unless permission to continue is granted by a majority vote of the city council.

For purposes of this subsection, the following definitions apply:

Boisterous means yelling, shouting, screaming or similar conduct, or using profanity.

Impertinent remark means a remark that is not relevant to the matter being heard and considered by city council; or with regard to general public comments, is not relevant to the business of the city.

Personal remark means a speaker addressing and directing their comments to someone other than city council as a body or an individual city councilmember.

* * * *

SECTION 2. 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 3. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this ordinance was passed on first reading at a regular meeting of the City Council on the day of , 2026, 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. 2026-02

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.20.

Subject:
Discussion regarding parking management in Downtown Melbourne.

Background/Consideration:
This is a request for the City Council to provide staff with direction relating to the implementation of the first phase of the Downtown Melbourne Parking Management Plan.

At the August 12, 2025 Regular Council Meeting, City Council accepted the Parking Management Plan presented by THA Consultants and authorized staff to proceed with the implementation of Phase I.

Phase I of the Plan proposes implementing parking enforcement based on the existing 3-hour time restriction in the core area of downtown. In addition, the first floor of the City Hall parking garage and its adjacent surface lot would have 1-hour and 3-hour restrictions, while all other parking lots and on-street areas would remain unrestricted. Vehicles in violation of posted time limits or parking regulations would be subject to citation.

Staff initially considered contracting a third-party vendor to manage parking enforcement services. However, after further review, it was determined that Section 316.640, Florida Statutes limits the issuance of parking citations within the right of way to individuals directly employed by the municipality. As a result, third-party parking enforcement was deemed infeasible for on-street parking enforcement. In light of this limitation, staff is now exploring the creation of in-house parking enforcement. Phase I of the Downtown Parking Management Plan will be carried out using City-employed parking enforcement specialists.

Below is a cost estimate for the City/CRA to implement internal parking enforcement for Years 1 and 2.

Year 1 – Operating Budget	
Personnel (3 Part-Time Specialists, Training, Uniforms, & Supplies)	$77,100
Technology & Equipment	$85,100
Total	$162,200

Year 2 – Operating Budget *	
Personnel	$79,600
Technology & Equipment	$71,000
Total	$150,600

*Year 2 accounts for a 3% increase in expenses (salary, phone and communications, citation processing, insurance, and misc. expenses)

Although Phase I is not designed to generate revenue, staff has assessed the potential citation revenue resulting from parking enforcement activities. According to the Parking Management Plan, annual revenue from citations is estimated to be approximately $167,000 based on five days of parking enforcement per week. However, staff estimates this number to be much lower (closer to $100,000) based upon research on the number of tickets issued in other municipalities. Furthermore, staff anticipates that revenue will decline in subsequent years as downtown patrons become more familiar with parking enforcement and adjust their parking behavior. Based on this, any shortfall in revenue offsetting the costs for parking enforcement will need to be supplemented with CRA funding.

Staff is requesting additional guidance from City Council on moving forward with Phase I utilizing internal parking enforcement. Following Council's direction, staff would return with appropriate amendments to the City Code, adoption of a parking management plan, public outreach, and necessary budget amendments for the purchase of equipment, staffing, and associated costs to carry out enforcement.

Fiscal/Budget Impact:
There is no fiscal impact with this item.

Requested Action:
Council discussion.

Memorandum

To: Jenni Lamb, City Manager

Thru: Cindy Dittmer, AICP, Community Development Director

From: Robert McKinzie, Economic Development Manager

Re: Downtown Parking Management Plan

Date: January 13, 2026

This is a request for the City Council to provide staff with direction for implementing the first phase of the Parking Management Plan.

Background

As a key priority for the Melbourne Downtown CRA, the City Council and CRA Board allocated FY 2024 funding for a parking management plan within the Downtown CRA Five-Year Capital Improvement Program. An RFP was issued, and in October 2024, the City Council awarded a professional services contract to THA Consulting, Inc., to develop the Downtown Melbourne Parking Management Plan. The objective of this plan is to optimize the City's public parking assets, enhancing parking options for Downtown patrons. This, in turn, will support the economic vitality of existing businesses and foster future growth in the Downtown area.

In January 2025, THA began developing the parking management plan by hosting public workshops to gather input on Downtown parking needs. Additionally, they conducted a comprehensive parking inventory and utilization analysis over a three-day period. The analysis identified several public parking areas with high occupancy rates during peak hours, but also revealed that these areas had very low turnover throughout the day. The highest concentration of these high-occupancy, low-turnover spaces was found in the retail core along New Haven Avenue and the adjacent side streets, from McQuaid Street to U.S. Highway 1. As a result, long-term parking in this area is limiting the availability of prime parking spaces for customers in the heart of Downtown.

The study also found that, at present, there is an adequate supply of public parking to meet both long-term and short-term needs. However, future redevelopment in Downtown could impact the efficiency and availability of public parking. THA's parking

management plan recommends an incremental, phased approach to address these potential challenges.

A special meeting of the Melbourne Downtown CRA Advisory Committee was held on June 26, 2025, in the evening. Notifications were sent to property owners, businesses, and stakeholders in the Downtown area to encourage public participation. Approximately ten speakers addressed the committee, raising several concerns, including: the potential for paid parking to deter customers from visiting Downtown, the impact of restricted overnight parking on encouraging impaired driving, possible effects on residential parking on Waverly Street, and the lack of public access to parking at Hotel Melby.

The Melbourne Downtown CRA Advisory Committee unanimously recommended that City Council endorse the general framework of the parking management plan, starting with Phase I of parking enforcement, and the establishment of a parking advisory committee. Additionally, the Committee suggested that the plan be revisited by the CRA Advisory Committee after six months of Phase I implementation.

At the City Council meeting on August 12, 2025, the Council accepted the Parking Management Plan presented by THA Consultants and authorized staff to move forward with the implementation of Phase I.

Phase I of the plan recommends that the City initiate parking enforcement based on the existing time restrictions in the core area, with the option to review and adjust time limits in select locations as needed. While parking would remain free, citations would be issued to individuals who violate posted time limits or other parking restrictions. Additionally, certain on-street parking areas and parking lots would provide non-time-restricted spaces for longer-term parking.

Phase I of the study initially recommended that the City/CRA contract with a third-party vendor to carry out parking enforcement activities. However, after reviewing F.S. 316.640, which restricts the issuance of parking citations to individuals directly employed by the municipality, staff concluded that a third-party would not be feasible for on-street parking enforcement.

Staff is currently exploring the creation of an internal parking division to oversee the enforcement of time limits in Downtown Melbourne during Phase I, which would involve hiring part-time Parking Enforcement Specialists. Drawing from the Parking Management Plan and insights gained from similar municipalities with internal parking divisions, staff has developed a budget to assess the costs involved in setting up and operating this division. Below is a chart outlining the estimated costs for Year 1 and Year 2 to fully establish the division and initiate operations.

Year 1 – Operating Budget	
Personnel	
3 Part-time Parking Enforcement Specialists	$70,000
Certification Training Course	$3,600
Uniforms	$2,000
Supplies	$1,500
Technology	
License Plate Recognition System & Camera	$10,000
Phone & Communications	$3,600
Citation Processing / Management	$35,000
Misc. Expense	$5,000
Insurance	$15,000
Equipment	
Vehicle	$16,500
Total	$162,200

Year 2 – Operating Budget	
Personnel	
3 Part-time Parking Enforcement Specialists	$73,000
Certification Training Course (for new hires)	$3,600
Uniforms	$1,500
Supplies	$1,500
Technology	
License Plate Recognition System	$8,000
Phone & Communications	$3,800
Citation Processing / Management	$36,500
Misc. Expense	$5,200
Insurance	$15,500
Equipment	
Vehicle Maintenance	$2,000
Total	$150,600

*Year 2 accounts for a 3% increase in expenses (Pay, Phone & Communications, Citation Processing, Misc. Expenses, & Insurance)

These costs include:

- **Staffing**: Three part-time Parking Enforcement Officers (5 days a week, 9 AM-9PM)
- **Training & Uniforms**: 40-hour state-certified training course and required uniforms

- **Technology**: License Plate Reader, Mobile Ticketing, and Software Integration
- **Vehicle & Equipment**: A small, agile vehicle for street coverage, plus necessary equipment to outfit the vehicle
- **Insurance & Liability**: Coverage for operational risks and liabilities

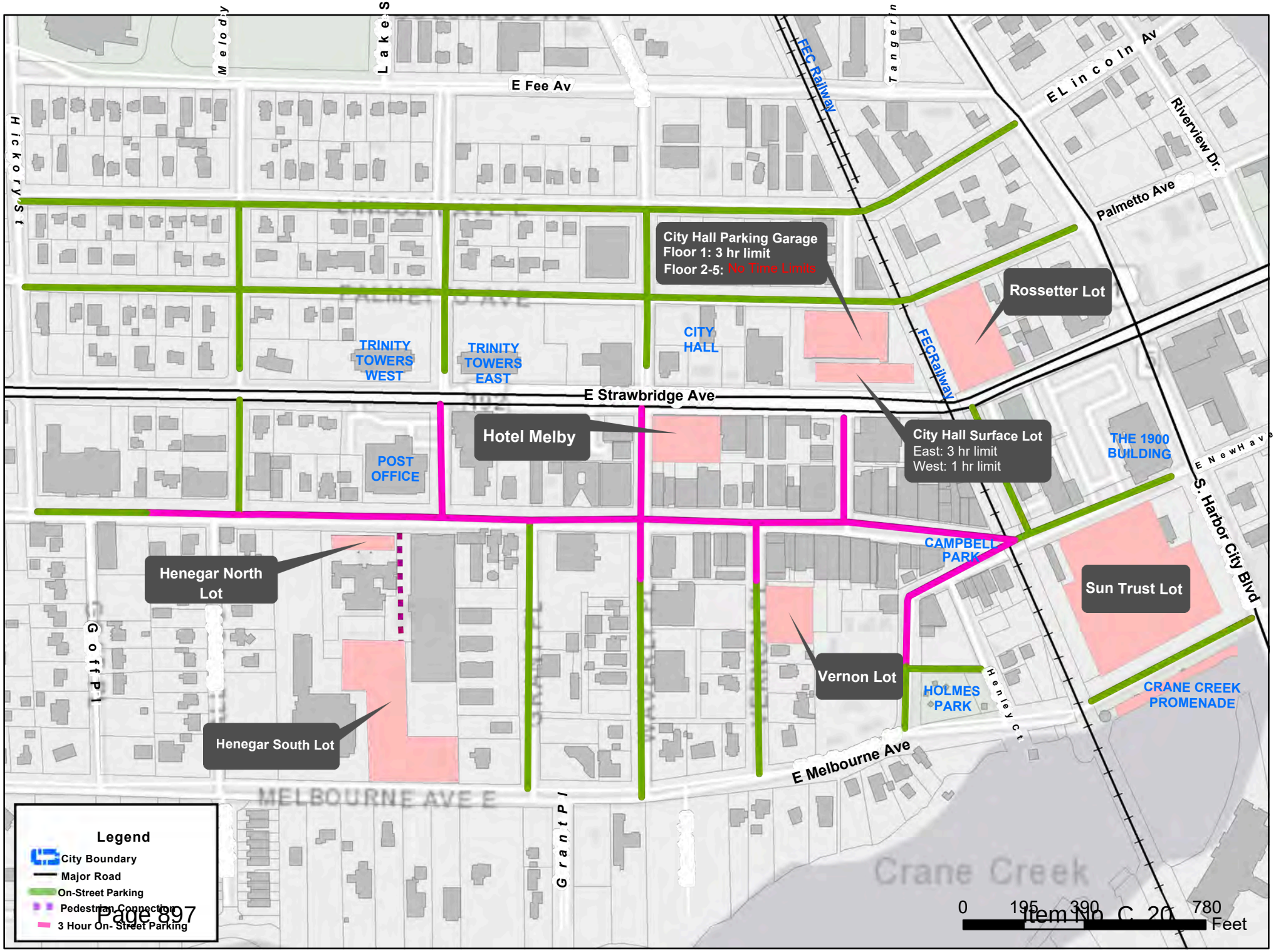
Although Phase I is not designed to generate revenue, staff has assessed the potential citation revenue resulting from enforcement activities. According to the Parking Management Plan by THA consultants, annual revenue from citations is estimated to be approximately $167,000 based on five days of enforcement per week. However, staff estimates this number to be much lower based upon research of number of tickets issued in other municipalities. Furthermore, staff anticipates that revenue will decline in subsequent years as downtown patrons become more familiar with the enforcement schedule and adjust their parking behavior. Based on this, any shortfall of revenue will need to be supplemented with CRA funding.

The next step is for the City Council to provide guidance on moving forward with Phase I, through an internal parking enforcement division. After this direction, next steps would include appropriate city code amendments, adoption of a parking management plan, public outreach, purchase of equipment, and hiring the parking enforcement specialists.

Recommendation

Authorization for staff to proceed with the implementation of Phase I of the Downtown Parking Management Plan through the establishment of an internal parking division.

Downtown Melbourne Public Parking



Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	Parks & Recreation
Presenter:	Nikki Caldwell
Council District:	5
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.21.

Subject:
Discussion on Jimmy Moore Pickleball Complex hours of operation.

Background/Consideration:
At the December 9, 2025 Regular Council Meeting, Council Member Mimi Hanley requested to have a discussion item regarding additional hours of operations for the pickleball courts at Jimmy Moore Park on Saturday evenings.

Jimmy Moore Park, located at 2810 Sarno Road, currently has 12 pickleball courts and four (4) tennis courts. Due to the increased popularity of pickleball, the four (4) remaining tennis courts are being converted into an additional 12 pickleball courts, for a total of 24 pickleball courts. With the current budget, the pickleball courts are staffed from 7 a.m. to 12 p.m. daily with additional evening hours from 4 p.m. to 9 p.m. on Monday through Friday. The Parks & Recreation Department will require additional staff hours to operate the court lighting during any additional hours.

Fiscal/Budget Impact:
For the pickleball courts at Jimmy Moore Park to remain open on Saturday evenings through April 2026, the cost is approximately $1,460, or the cost for the remainder of Fiscal Year (FY) 2026 is approximately $4,370. A budget transfer is not necessary as it can be absorbed within the Parks & Recreational Department's existing FY 2026 operating budget.

Requested Action:
Council discussion.

Melbourne City Council
January 13, 2026
City Manager's Item Report

Department:	City Clerk's Office
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.22.

Subject:
Council appointments to the Space Coast Transportation Planning Organization.

Background/Consideration:
The City of Melbourne participates on the Space Coast Transportation Planning Organization (TPO) through an interlocal agreement. The TPO is a regional, multi-jurisdictional agency tasked with the transportation planning and programming for the expenditure of state and federal transportation funds in Brevard County. Membership is based on population; therefore, the City of Melbourne has three (3) seats who serve as regular members and one (1) alternate member. **Members serve four-year terms**. A member's term automatically terminates when he/she no longer holds public office.

The following are the current members serving as the City's representatives on the TPO:

Marcus Smith (regular member) - appointed November 2024
Mimi Hanley (regular member) - appointed November 2024
Julie Kennedy (regular member) - appointed November 2022
Mark LaRusso (alternate member) - appointed November 2022

In accordance with the interlocal agreement between the TPO and the City, one (1) Council member appointed to the TPO must also serve on the Melbourne Airport Authority. In December, TPO staff informed the City that past practice of allowing this requirement to be fulfilled by the alternate member is no longer permissible; the representative from the Melbourne Airport Authority must be a regular member of the TPO. Representatives of Melbourne City Council serving on the Melbourne Airport Authority Board include Mayor Paul Alfrey and Council Members David Neuman and Mark LaRusso.

Council has several options:

- Move Council Member LaRusso into a regular member position on the TPO and select a member of City Council to serve as an alternate member (or two).
- Replace one of the current regular members of the TPO with another member of the Melbourne Airport Authority (Mayor Alfrey or Council Member David Neuman).
- Replace one of the Melbourne Airport Authority members with a current regular member of the TPO.

Meetings of the TPO are typically conducted on the second Thursday of each month at 1:30 p.m. at the Center for Collaboration in Rockledge with the exceptions of January, June, August, and November, which have no scheduled meetings.

Fiscal/Budget Impact:
N/A

Requested Action:
Council discussion and direction on Council appointments to the Space Coast Transportation Planning Organization.

Space Coast TPO Governing Board

2025 Attendance Record

Jurisdiction	Member Name	FEB 13	MAR 13	APRIL 10	MAY 8	JULY 10	SEPT 11	OCT 9	DEC 11	Total
Brevard County District 1										
Member	Katie Delaney	1	1	1	1	1	1	1	1	8
Brevard County District 2										
Member	Tom Goodson									0
Brevard County District 3										
Member	Kim Adkinson	1	1	1	1	1			1	6
Brevard County District 4										
Member	Rob Feltner	1	1				1			3
Brevard County District 5										
Member	Thad Altman	1	1				1	1	1	5
Canaveral Port Authority										
Member	Jerry Allender	1	1	1	1	1	1	1	1	7
Alternate	Micah Loyd									0
City of Cocoa										
Member	Michael Blake	1	1	1	1	1	1	1	1	7
Alternate	Lorraine Koss	1	1		1	1	1		1	6
City of Melbourne										
Member	Mimi Hanley	1	1	1	1	1	1	1	1	7
Member	Marcus Smith	1		1	1		1		1	4
Member	Julie Kennedy									0
Alternate	Mark LaRusso									0
Alternate	VACANT									0
City of Palm Bay										
Member	Mike Jaffe	1	1	1	1		1	1	1	6
Member	Mike Hammer, Jr.	1	1		1	1	1	1	1	6
Member	Kenny Johnson					1				1
Alternate	Rob Medina								1	1
Alternate	VACANT									0
City of Rockledge										
Member	Frank Forester	1	1	1	1	1		1	1	6
Alternate	Tom Price									0
City of Titusville										
Member	Andrew Connors	1		1	1	1	1	1	1	6
Member	Herman Cole Jr.	1	1	1	1	1	1	1		7
Alternate	Jo Lynn Nelson								1	0
Alternate	Megan Moscoso		1							1
City of West Melbourne										
Member	Andrea Young	1	1	1	1	1	1	1	1	7
Alternate	Helen Voltz									0
North Beaches Coalition										
Member	Keith Capizzi	1	1	1		1	1	1	1	6
Alternate	Don Willis	1	1	1	1	1	1		1	6
South Beaches Coaltion										
Member	Carrie Foy			1	1	1	1	1	1	5
Alternate	Brett Miller									0
	Totals	**17**	**16**	**14**	**15**	**15**	**16**	**13**	**18**	**124**

SECTION 2.0 MEMBERSHIP; GOVERNING BOARD

2.1 GOVERNING BOARD MEMBERSHIP. The Governing Board of the SCTPO is comprised of nineteen (19) voting members. The names of the member local governmental entities and the voting apportionment of the governing board shall be as follows:

Brevard County Board of County Commissioners	5 representatives[1]
Canaveral Port Authority	1 representative
City of Cocoa	1 representative
North Beaches Coalition	1 shared representative[2]
South Beaches Coalition	1 shared representative[3]
City of Melbourne	3 representatives[4]
City of Palm Bay	3 representatives
City of Rockledge	1 representative
City of Titusville	2 representatives
City of West Melbourne	1 representative

In addition, pursuant to Section 339,175, Florida Statutes, the FDOT is entitled to appoint a non-voting advisor.[5]

For the Cities of Satellite Beach and Indian Harbour Beach, and the Towns of Indialantic and Melbourne Beach, these municipalities have created a coalition, hereby known as the "South Beaches Coalition" which has been allocated one (1) vote on the SCTPO Governing Board. The voting delegate shall be alternated among the four (4) municipalities as provided in their Interlocal Agreement recorded on December 12, 2013 and recorded in Official Records book 7029, Page 2904, Public Records of Brevard County, Florida. This Agreement will expire on December 31, 2024, however, upon agreement by all parties of the South Beaches Coalition may be amended from time to time.

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[1] Brevard County through its Board of County Commissioners represents the Space Coast Area Transit ("SCAT"), a major area transit provider, the Titusville-Cocoa Airport District and the District's Airport Authority, and the Valkaria Airport. Additionally, Brevard County will serve as a representative of the Central Florida Expressway Authority, an agency that operates a major mode of transportation. §348.751 *et seq.*, Florida Statutes. One County Commission member appointed by the Chair of the Brevard County Board of County Commissioners serves on the Governing Board of the Central Florida Expressway Authority. §348.753(3) *et seq.*, Florida Statutes.

[2] The North Beaches Coalition is a consortium of the City of Cape Canaveral and the City of Cocoa Beach which municipalities have a member on the SCTPO governing board alternating between the two municipalities pursuant to Section 339.175(3)(a) and (4)(b), Florida Statutes.

[3] The South Beaches Coalition is a consortium of the City of Indian Harbour Beach, the City of Satellite Beach, the Town of Indialantic, and the Town of Melbourne Beach, which municipalities have a member on the SCTPO governing board alternating between the four municipalities pursuant to Section 339.175(3)(a) and (4)(b), Florida Statutes.

[4] One of the Melbourne City Council Members is also a member of the City of Melbourne Airport Authority and represents that body on the SCTPO.

[5] The representative of the FDOT is not a member of the SCTPO governing board but serves as a non-voting advisor to the SCTPO. *See* §339.175(4)(a), Florida Statutes.

For the Cities of Cape Canaveral and Cocoa Beach, these municipalities have created a coalition hereby known as the "North Beaches Coalition" which has been allocated one (1) vote on the TPO Governing Board. The voting delegate shall be alternated between the two (2) municipalities as provided in their Interlocal Agreement recorded on March 7, 2013 in Official Records Book 6819, Page 912, and Public Records of Brevard County, Florida. This Agreement will expire on December 31, 2022, however, upon agreement by all parties of the North Beaches Coalition may be amended from time to time.

The Melbourne International Airport and the City of Melbourne Airport Authority is under the jurisdiction of the City of Melbourne. Therefore, one of the three City of Melbourne representatives shall also be an appointed member on the Melbourne Airport Authority Board, thus allowing for the Melbourne International Airport to have representation on the SCTPO Governing Board.

The non-voting advisor of the Governing Board is the FDOT District V Secretary or said individual's designee. The non-voting advisor may attend and participate fully in governing board meetings but shall not have a vote, shall not be a member of the governing board and shall adhere to the rules as set forth in Florida Statute 339.175(4)(a).

All persons appointed to serve as a voting board member shall be appointed by the entity the person represents except for the shared representatives of the North Beaches Coalition and the South Beaches Coalitions where their representative is established by each Coalition's Interlocal Agreement.
Membership on the SCTPO Governing Board shall automatically terminate on a member leaving elective office or by a majority vote of the total membership of the governing body represented by the member. A vacancy shall be filled only by an appointment by the original appointing entity.

2.2 VOTING REPRESENTATIVES. All voting representatives shall be elected officials of general purpose local governments, except the SCTPO includes, as part of its apportioned voting membership, an official of an agency that operates or administers a major mode of transportation. This entity is the Canaveral Port Authority. All individuals acting as a representative of the governing board of the county, a municipality, or authority shall first be selected by said governing board. All members appointed to the SCTPO Board are required to register a vote on all issues presented, except in the event that there is, or appears to be, a voting conflict of interest as provided in Section 112.3143, Florida Statutes,[6] or as specified in Section 286.012, Florida Statutes.[7] Abstentions are not permitted, except as provided by law. Votes should be consistent with the public interest.

[6] Section 112.3143(3)(a), Florida Statutes, provides that "[n]o county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer."

[7] Section 286.012, Florida statutes, provides that "286.012 Voting requirement at meetings of governmental bodies.—A member of a state, county, or municipal governmental board, commission, or agency who is present at a meeting of any such body at which an official decision, ruling, or other official act is to be taken or adopted may not abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such member present, unless, with respect to any such member, there is, or appears to be, a possible conflict of interest under s. 112.311, s. 112.313, s. 112.3143, or additional or more stringent standards of conduct, if any, adopted pursuant to s. 112.326. If there is, or appears to be, a possible conflict under s. 112.311, s. 112.313, or s. 112.3143, the member shall comply with the disclosure requirements of s. 112.3143. If the only conflict or possible conflict is one arising from the additional or more stringent standards adopted pursuant to s. 112.326,

2.3 ALTERNATE VOTING MEMBERSHIP. With the exception of the Board of County Commissioners, every governmental entity appointing a regular voting delegate to serve on the Governing Board may also designate an alternate voting delegate to serve when its appointed regular voting delegate is absent from a meeting of the Governing Board. The alternate member may participate in debate and vote in the same manner as the absent regular member had the absent regular member been present at the TPO Governing Board meeting. The appointed alternate member must be an elected official serving the same governmental entity or a general-purpose local government with jurisdiction within all or part of the area that the regular member serves. If both the appointed and alternate member attend the same meeting, only the appointed member may participate in debate and vote on items.

2.4 OFFICERS.

(A) The SCTPO Governing Board shall at its last meeting of the calendar year, or as maybe convent to the Governing Board, elect a Chair, a Vice Chair, and a Secretary as its officers. The Chair, Vice Chair, and Secretary shall serve for a period of one (1) year, starting on January 1st of each year until December 31st, or until a successor is elected, whichever event occurs later in time. The Chair, Vice Chair, and Secretary shall be a member of the Governing Board of the SCTPO.

Prior to being eligible to serve as Chair, a candidate for said position must have served on the TPO Governing Board as a voting delegate for at least one non-calendar year. Commencing January 1, 2024, no person shall serve more than two consecutive complete or partial terms as Chair. Service as Chair prior to January 1, 2024, shall not be counted as service of a partial or complete term. Commencing January 1, 2027, eligibility to serve as Chair shall also include serving on the TPO Executive Committee for at least one year prior to filling Chair position.

(B) Chair; Vice- Chair: The Chair of the SCTPO shall call and preside at all meetings of the SCTPO Governing Board. The Chair is authorized to execute on behalf of the SCTPO Governing Board all documents which have been approved by the SCTPO Governing Board or to execute said documents subject to ratification by the SCTPO Governing Board. The Vice Chair shall serve as Chair in the absence of the Chair. The Secretary shall serve as Chair in the absence of the Chair and Vice Chair. In the absence of the Chair, Vice- Chair and Secretary, the Board may appoint for that particular meeting any official SCTPO Governing Board member in attendance to chair the meeting.

(C) Minutes: The Agency Clerk, or Agency Clerk's designee shall maintain the minutes and other records of the SCTPO as provided herein. The minutes shall accurately reflect the proceedings of the SCTPO Governing Board.

(D) Quorum: At least ten (10) of the voting members of the Governing Board of the SCTPO must be present for the SCTPO Governing Board to conduct business.

2.4.1 AGENCY CLERK.

(A) The Executive Director shall appoint a designated member of the TPO staff to serve, ex *officio,* as the Agency Clerk. Alternatively, the Executive Director may appoint the executive director to serve, ex *officio,* as the agency clerk. The duties and responsibilities of the agency clerk shall be to: maintain the official seal of the agency; index and file agency resolutions, orders, operating procedures, and official agency records; send notices of workshops and meetings; transcribe minutes of the Governing Board and committee and subcommittee meetings and workshops; maintain and be the custodian of agency files and records, except as may be otherwise provided by these policies and procedures; make

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the member shall comply with any disclosure requirements adopted pursuant to s. 112.326. If the official decision, ruling, or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice."

Melbourne City Council
January 13, 2026
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.23.

Subject:
Appointment of one member to the Firefighters' Pension Plan Board of Trustees.

Background/Consideration:
Currently, there is one (1) vacant resident member position on the Firefighters' Pension Board of Trustees. This position is for an unexpired four-year term that will end on September 30, 2028.

Chapter 175 of the Florida Statutes provides that “the board shall consist of five members, **two of whom, unless otherwise prohibited by law, shall be legal residents of the City appointed by the City Council**, two of whom shall be firefighters as defined in Florida Statutes…elected by the majority of the firefighters who are members of the plan and the fifth member shall be chosen by a majority of the previous four members. The fifth person’s name shall be submitted to the City Council who shall, as a ministerial duty, appoint such person to the board of trustees as its fifth member.”

The City received one (1) outside application from John Reisert, which is attached for Council's consideration.

Fiscal/Budget Impact:
N/A

Requested Action:
Appoint John Reisert as a resident member.

Firefighters' Pension Plan Board of Trustees

MEMBER	CONTACT INFO	TERM
Firefighter Anthony Mauro, Secretary Melbourne Fire Department	(321) 608-6000 anthony.mauro@mlbfl.org	September 3, 2022 – September 2, 2026 4-year term
Firefighter Timothy Jorgensen Melbourne Fire Department	(321) 608-6000 timothy.jorgensen@mlbfl.org	September 3, 2025 – September 2, 2029 4-year term
Resident Jerry Balter 3699 Poseidon Way Indialantic, FL 32903	(407) 432-1147 ulyssesny@gmail.com	July 9, 2024 – September 30, 2028 Unexpired term plus 4-year term
Resident Vacant		September 30, 2028 Unexpired 4-year term
Fifth Member Timothy Olsen, Sr., Vice Chair 5895 Brabrook Avenue Grant-Valkaria, FL 32949	(321) 432-5563 timolsen@fppta.org	June 10, 2025 – June 9, 2029 4-year term

Board Attorney
Bonni Jensen
Klausner, Kaufman, Jensen & Levinson
7080 NW 4th Street
Plantation, FL 33317
(954) 916-1202

Recording Secretary
Jennifer Chase
(321) 608-7030
jennifer.chase@mlbfl.org

*NOTE: All members must complete an annual financial disclosure form.

RECEIVED
SEP 11 2025
City of Melbourne
The Harbor City
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: JOHN MICHAEL REISERT

Applicant Address: 4105 ARIA DR
Address
MELBOURNE FL 32904
City State Zip Code

Telephone Number: 954 562-1800 E-mail: MREISERT@CFL.RR.COM
(Area Code)

Business Address: 1901 S. HARBOR CITY BLVD #715
Address
MELBOURNE FL. 32901
City State Zip Code

Telephone Number: 321-802-7100
(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: 507 *Verified by City Clerk Staff (Initials):* SJ

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

☐	**Affordable Housing Advisory Committee*** **Check qualifications on Page 2*	☐	**Golf Courses Advisory Board [1]**	☐	**Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee**
☐	**Beautification and Energy Efficiency Board**	☐	**Historic and Architectural Review Board [2]**	☐	**Planning and Zoning Board [2]**
☐	**Citizens' Advisory Board [1]**	☐	**Library Board**	☒ 2	**Police Officers' Retirement Trust Fund Board of Trustees [2]**
☐	**Code Enforcement Board [2]**	☐	**Melbourne Downtown Community Redevelopment Agency Advisory Committee**	☐	**Zoning Board of Adjustment [2]**
☒ 1	**Firefighters' Pension Plan Board of Trustees [2]**	☐	**Melbourne Economic Enhancement District Advisory Committee**	[1] *Supplemental application required.* [2] *Members are subject to financial disclosure requirements.*	
☐	**General Employees' Pension Plan Board of Trustees [2]**	☐	**Melbourne Housing Authority**		

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If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

☒ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

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CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➢ **Please list <u>any</u> business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

☒ I am **<u>not</u>** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.

☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.

FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
  - Code Enforcement Board
  - Firefighters' Pension Plan Board of Trustees
  - General Employees' Pension Plan Board of Trustees
  - Historic and Architectural Review Board
  - Planning and Zoning Board
  - Police Officers' Retirement Trust Fund Board of Trustees
  - Zoning Board of Adjustment
- Financial disclosure is a <u>source-only</u> disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a <u>final</u> financial disclosure form within 60 days of leaving their position.

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APPOINTMENT PROCESS

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at https://melbournefl.portal.civicclerk.com/.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____ Date: 9/8/2025

JOHN MICHAEL REISERT

4105 Aria Drive Melbourne Florida 32904 ,
954 562 1800 (cell) | e-mail- **mreisert@cfl.rr.com**

SUMMARY

From August 1967 to June of 2008 my entire career was in the financial services. Beginning as a Registered Representative for individuals, to Institutional sales, Sales management, Investment Banking raising over $50 million, dealing with High Networth individuals and Portfolio Management. From March of 2010 to the present, I've sold Life and Health policies to Individuals

SKILLS

Currently hold State insurance licenses 215 and 218

FINRA Arbitrator since early 2000

Held many Security Licenses , including Principal and Financial Principal

Sales and Sales
Management

EMPLOYMENT

March 2010 to Present, Insurance Agent, Bankers Life

December 1992 to June 2008, Owner, J. Michael Reisert Inc.

June 1986 to December 1992, Independent sales contractor

1977 to June 1986, Senior VP Oppenheimer & CO.

July 1969 to April 1977, Retail Sales and Sales Management for Hayden Stone, Shearson Hammill and Reynolds Securities

EDUCATION

September 1966 – June 1967, St. John's Graduate School of Business, Marketing, New York, NY

No Degree

September 1962 – June 1966, University of Notre Dame, South Bend, Indiana

Degree: Bachelor of Business Administration

September 1958 – June 1962, Chaminade HS, Mineola, NY

Degree: College Prepatory

CIVIC AND BUSINESS ASSOCIATIONS

Melbourne Regional Chamber of Commerce (former)
Leadership Ft. Lauderdale (former)
Board of Trustee's Broward Partnership for the Homeless (former)
Board of Advisor's College of Arts and Science, Nova Southeastern University (former)
Community Emergency Response Team (CERT) (former)
Two Term President of Bel-Air Civic Association (Pompano Beach, Fl.)
Sunday school Teacher (former)

PERSONAL

Florida Resident since July 1969
Brevard Resident since June 2008
Married
Children

updated 2025