# City of Melbourne, Florida
# City Council Agenda

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

**February 10, 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 Two through One except that the Mayor will vote last as provided by City Code and the Vice Mayor will vote second to last.

## A. OPENING

1. **Invocation** - Father Scott Circe, Holy Name of Jesus Catholic Church
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
   a. Presentation of retirement gift to Fitzroy Campbell, Water Productions Operator, in recognition of 37 years of employment with the City of Melbourne.
   b. Presentation of Volunteer Milestone of Service Award - Judith Doyle, 20 Years of Service, Melbourne Housing Authority
5. **Approval of Minutes** - January 13, 2026 and January 27, 2026 Regular Meetings
6. **City Manager's Report**
7. **Public Comments**

## B. UNFINISHED BUSINESS

8. **Ordinance No. 2026-01, Administrative Final Plat Approval:** (Second Reading/Public Hearing) An ordinance amending the City Code of Melbourne, 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) (First Reading - 1/13/2026)

9. **Ordinance No. 2026-02, Public Participation:** (Second Reading/Public Hearing) An ordinance amending Chapter 2, Article II, Melbourne Code of Ordinances regarding public participation and standards of decorum at City Council meetings. (First Reading - 1/13/2026)

10. Work Order No. 11 to the Storm Drain Cleaning, Repairs and Maintenance contract for cleaning and video inspection of varying pipe sizes associated with the Roadway Resurfacing Program, Project No. 68024, Shenandoah General Construction, LLC, Pompano Beach, FL - $440,000.

11. **Ordinance No. 2026-03, Council Districts:** (First Reading) An ordinance amending the City Code, Chapter 22, Elections, by altering the maps of Melbourne City Council Districts Two, Five, and Six, to include annexation ordinances adopted during the 2025 calendar year.

## C. NEW BUSINESS

12. Task Order No. DRMP-I-2025-003 to the Continuing Contract for Engineering Services for the Riverview Park Baffle Box, Project No. 20324, DRMP, Inc., Merritt Island, FL - $126,558.

13. Task Order No. DRMP-I-2025-004 to the Continuing Contract for Engineering Services for the Melbourne Cemetery Baffle Box, Project No. 20124, DRMP, Inc., Merritt Island, FL - $127,750.

14. Task Order No. DRMP-I-2025-005 to the Continuing Contract for Engineering Services for the Line Street Cemetery Baffle Box, Project No. 20224, DRMP, Inc., Merritt Island, FL - $121,050.

15. Task Order No. DRMP-I-2025-006 to the Continuing Contract for Engineering Services for the Darrow Avenue Baffle Box, Project No. 20424, DRMP, Inc., Merritt Island, FL - $128,800.

16. Amendment No. 4 to the State Revolving Fund Program Loan Agreement for the Grant Street Water Reclamation Facility Improvements Project and the Biosolids Handling Improvement Project.

    a. **Resolution No. 4404:** A resolution approving Amendment No. 4 to the State Revolving Fund Program Loan Agreement for the Grant Street Water Reclamation Facility Improvements Project and the Biosolids Handling Improvement Project and authorization for the City Manager to execute all related documents.

    b. **Resolution No. 4405:** A budget resolution appropriating funds into the project budget.

17. **CONSENT AGENDA:**

a. State Housing Initiatives Partnership (SHIP) Annual Review and Recommendation Report on Affordable Housing Incentives Strategies.

b. Sponsorship Agreement between the City of Melbourne and Community Housing Initiative, Inc., through State Housing Initiatives Partnership (SHIP) funds in the amount of $260,000 for the Implementation of the Purchase Assistance Program.

c. Renewal of Exagrid backup storage, Insight Public Sector, Inc., Chandler, AZ - $124,253.20.

d. Contract award for Employee Assistance Program Services, Deer Oaks EAP Service LLC, doing business as AllOne Health, Wilkes-Barre, PA - estimated annual cost of $14,198.64; total cost of the five-year contract $70,993.20.

e. Contract award for the Flexible Spending Account (FSA), Dependent Care Account (DCA), Health Savings Account (HSA) and COBRA, FloresHR, Charlotte, NC - estimated annual cost $36,558; total cost for three-year contract $109,674.

f. Contract award for security guard services for Downtown Melbourne, Signal of Central East Florida, Melbourne, FL - estimated annual cost of $55,762.72; estimated six-year contract cost of $334,576.32.

g. Firearms Range Use Agreement between the City of Palm Bay and the City of Melbourne for use of the Palm Bay Regional Training Center Firearms Range.

h. Training Facility Use Agreement between the Osceola County Sheriff's Office and the City of Melbourne for limited use of the Osceola County Sheriff's Office Training Facility.

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

19. Annual Reconciliation for Melbourne Downtown Community Redevelopment Agency Fund Balance Appropriation.

a. **Resolution No. 4398:** A resolution adopting budget amendment recommendations for the City's 2025-2026 budget.

b. **Resolution No. 4399:** A resolution adopting budget amendment recommendations for the Melbourne Downtown Community Redevelopment Fund 2025-2026 budget.

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

c. **Resolution No. 4400:** A resolution adopting budget amendment recommendations for the Melbourne Downtown Community Redevelopment Fund 2025-2026 budget.

*Council will reconvene for the remaining items.*

20. **Resolution No. 4401:** A resolution adopting first quarter budget recommendations for the City's Fiscal Year 2025-2026 budget.

21. **Resolution No. 4402:** (Public Hearing) A resolution providing for the designation of a structure located at 2015 Bryan Street as a historic resource. (HARB2025-0024) (Applicant/Owner - Robert and Lynn Maffie)

22. **Resolution No. 4403:** A resolution amending the Land Alteration Permit Fees.

23. **Ordinance No. 2026-04, Business Promotions:** (First Reading) An ordinance amending Chapter 2, Article X of the Melbourne City Code relating to special activity permits; increasing the frequency and duration of events (business promotions) on private property.

24. Discussion regarding the Beautification and Energy Efficiency Board.

25. Discussion of Historic South Melbourne (HiSoMe) Heritage & Cultural Tourism Trail. (Requested by Council Member Smith)

26. Board Appointments

    a. Request for waiver of Sections 112.313(3) and 112.313(7), Florida Statutes, on behalf of JoAnn Davis (Melbourne Downtown CRA Advisory Committee) who has a contractual relationship with the City.

    b. Melbourne Downtown CRA Advisory Committee

    c. Planning and Zoning Board

27. Revision to Council Policy #40 regarding the Space Coast Chamber of Commerce (formerly the Melbourne Regional Chamber of Florida's Space Coast) Board of Directors.

**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.

Council Members Marcus Smith, Mark LaRusso, Mimi Hanley, Vice Mayor Julie Kennedy (alternate) and David Neuman (second 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
# January 13, 2026

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 Tony Hauk, Church on the Rock.

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

5. Approval of Minutes – December 9, 2025 Regular Meeting.

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

6. City Manager's Report

   City Manager Jenni Lamb reported that the following discussion items are planned for future meeting agendas: code of conduct for volunteer advisory board members (scheduled for January 27); development review process discussion (scheduled for one of the February regular meetings); a discussion on the city's code enforcement process (scheduled for the end of March or April).

   Additionally, Mrs. Lamb notified Council of the Downtown Melbourne Small Business Workshop scheduled for Tuesday, February 10 at 8:30 a.m. and that a

public meeting is being planned regarding Fire Station 72, tentatively scheduled for Monday, February 16 from 5:30 p.m. until 7:30 p.m.

Council Member Marcus Smith referenced his desire to have a workshop on "doing business with the city." Mayor Alfrey replied that Council did not give consensus for that item; however, it could be rolled into the small business workshop that was referenced. Mrs. Lamb stated that before any new information is pushed out, the city is looking at changing where contracts will be advertised and that needs to be resolved first. Additionally, the city can enhance what's already available on the website.

Vice Mayor Julie Kennedy stated that February 16 is President's Day which may be an issue regarding the scheduling of the meeting regarding the fire station. Mrs. Lamb stated that staff will take that into consideration.

7. Public Comments

There were no public speaking forms submitted.

**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)

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

Moved by Bassett/Kennedy for approval of Ordinance No. 2025-41. The roll call vote was:

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

Motion carried unanimously.

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.

Attorney Conley read the ordinances by their titles. There were no disclosures by Council and no comments during the public hearing.

Moved by Kennedy/Bassett for approval of Ordinance No. 2025-53, based upon the findings and conditions contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

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 staff memorandum. The roll call vote was:

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

Motion carried unanimously.

Moved by Kennedy/Bassett for approval of PLAN2024-0019, based upon the findings in the Planning and Zoning Board memorandum and the conditions contained in the staff memorandum. Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. City Engineer James Ennis noted that previously, Council requested information on the cost of this process, which is approximately $780 plus the legal advertisement cost of the item.

Council Member Mark LaRusso stated that he would still like to see a pathway to how the city can ensure that residents are not burdened by the financial cost of this process. Mrs. Lamb replied that this could be an administrative review process, which would avoid the costs of coming before City Council. She stated that this would be a City Code change, so if Council expresses consensus to move forward, staff can start that process. (Note: Council did not express consensus to move forward in that direction.)

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

Moved by LaRusso/Alfrey for approval of Ordinance No. 2025-60. The roll call vote was:

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

Motion carried unanimously.

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.

    Attorney Conley read the ordinances by their titles. Community Development Director Cindy Dittmer discussed the calculation of the petition and displayed a map of the properties that were in opposition to the requests.

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

    Cliff Repperger, representing the applicant, was available for questions.

    Council Member Mimi Hanley expressed concern with the development of additional residential property rather than commercial services for the existing residents in the area.

Moved by Kennedy/Neuman for approval of Ordinance No. 2025-61, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

Moved by Smith/Neuman for approval of Ordinance No. 2025-62, based upon the findings contained in the staff memorandum. The roll call vote was:

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

Nay: Hanley

Motion carried.

Moved by Kennedy/Neuman for approval of Ordinance No. 2025-63, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Nay: Hanley

Motion carried.

Moved by Kennedy/Neuman for approval of PLAN2024-0026, based upon the findings and conditions contained in the Planning and Zoning Board memorandum. Motion carried. Council Member Hanley voted nay.

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)

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

Moved by Hanley/Neuman for approval of Ordinance No. 2025-64, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

## 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.

City Engineer James Ennis reported that 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.

Ms. Hanley asked what West Melbourne’s contribution to this project was. Mr. Ennis replied that West Melbourne contributed $500,000 and added that Brevard County contributed $7.4 million and FDOT made up the balance (. Ms. Hanley expressed her belief that Melbourne is picking up the tab for West Melbourne.

Mr. LaRusso stated that this project is a collaboration of multiple agencies along with the benefit to the community of direct access to the Melbourne Orlando International Airport.

Discussion continued.

Moved by Neuman/Smith for approval of Resolution No. 4394. Motion carried unanimously.

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.

Public Works and Utilities Director Jennifer Spagnoli reported that 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.

Mr. Smith asked what the timeline would be upon approval of the purchase. Ms. Spagnoli replied that there would be approximately 60 days for closing and that staff would like to get a task order done for design this year.

Moved by Smith/Neuman for approval of Resolution No. 4395. Motion carried unanimously.

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.

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

16. ITEMS REMOVED FROM THE CONSENT AGENDA

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

Human Resources Manager Ruth Lovejoy reported that 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 has a term of April 1, 2026, through March 31, 2027, unless extended or terminated, and may be extended for two consecutive one-year terms after March 31, 2027. The agreement includes health insurance and pharmacy under five plan options, vision coverage under two plans, basic and supplemental life and AD&D coverages, short- and long-term disability, 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 years ending March 31, 2029. The premiums for critical illness shall be guaranteed for two 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.

Daneille Boyle, Brown & Brown, provided an overview of the recommended employee plans for 2026 and provided a brief description of the benefits/differences in each plan. She also provided a brief overview of the annual savings based on an employee’s plan selection versus what is currently offered to the city.

Ms. Boyle stated that assuming approval at this meeting, she will be presenting at various educational sessions next week to provide a more detailed review of the plan options, examples of who may be a good fit for each of the plans, and will review the website, apps and various tools associated with the plan. She also stated that open enrollment would be set for February 16 through 27.

Ms. Hanley asked what happens to an employee that does not sign up for benefits. Mrs. Lamb replied that they would not receive health insurance.

Mr. LaRusso described his experience with a third-party who would deny requests before they even reached Aetna for a review. He asked if UHC has a similar process. Ms. Boyle replied that it is common for carriers to have that additional review; however, UHC handles that in-house as opposed to outsourcing that responsibility to a third party.

Discussion continued.

Moved by Hanley/Alfrey for 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. Motion carried unanimously.

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)

Attorney Conley read the ordinance by its title. Planning Manager Cheryl Dean reported that 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.

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

Attorney Conley added that one slight revision will be made to the ordinance prior to second reading referencing the City Manager being the administrative official to review and approve these final plats and providing expanding authority from Council for the City Manager to approve ancillary documents.

Moved by Smith/Neuman for approval of Ordinance No. 2026-01, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

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.

Attorney Conley read the ordinance by its title and reported that 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 of the 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 memorandum within the agenda package, 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.

Moved by LaRusso/Alfrey for approval of Ordinance No. 2026-02. Motion carried unanimously.

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

Mrs. Dittmer reviewed the history of parking issues in Downtown Melbourne, noting that on-street and three-hour parking limits over the last 30+ years have not been enforced in recent years. This lack of enforcement resulted in low

parking turnover by long-term parkers on New Haven Avenue, which in turn, provides only limited convenient, short-term parking in the core downtown area. She further reviewed the findings of the parking management plan workshops in 2022 and 2025, which resulted in the confirmation that there is an adequate supply of existing parking in the area but the low turnover of convenient on-street parking is causing issues.

Continuing, Mrs. Dittmer stated that Phase I of the Plan proposes implementing parking enforcement based on the existing three-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 one-hour and three-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.

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.

In closing, 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.

Mr. Neuman stated that during previous discussions, he recommended engaging public residents in the downtown area beyond the core downtown area. He asked if that engagement will still occur. Mrs. Dittmer replied that the real question is where those long-term employees will park and how that will affect the surrounding area. Mrs. Lamb added that when enforcement begins, the city would reach out to see how the process is going.

Mr. Neuman asked if a fee structure is already in place once enforcement begins. Mrs. Dittmer stated that there would be an ordinance that would come before Council to adjust fees based on the consultant's recommendations, as well as a written plan that will explain where on-street enforcement will occur, what lots will have what limitations, etc.

Mr. Neuman also asked if a different process would be utilized for the city hall surface lot or first floor of the garage (as opposed to on-street public parking spaces). Attorney Conley explained the difference between a parking ticket (as a violation of City Code) versus a "bill" as part of a fee-based parking structure. If the city moves in the direction of alleging a code violation based on parking rules, in his opinion, the issuance of that citation must be given by a city employee.

Discussion continued.

Mr. LaRusso stated that he was contacted by John Englad with Ameristar (the entity that manages parking during special events) who is doing the same sort of enforcement for the City of Delray Beach. However, it appears that the City Attorney is not comfortable with that direction. He asked for clarification.

Attorney Conley stated that he respectfully disagrees with how the City of Delray Beach is interpreting the statue and implementing their parking management program. Mr. LaRusso asked if there are any other third-party contractors that perform services for the city. Ultimately, he believes that the city is just throwing this contractor out the door and not exploring that option. Mr. LaRusso stated that he is not clear on why the city can't move forward in that direction when other cities are doing it successfully now. He closed by stating that he sees this as an easy "plug and play" option.

Vice Mayor Kennedy asked for clarification about the financials with regard to keeping the enforcement to city employees or having a third-party handle enforcement. Mrs. Dittmer stated that the analysis has not gotten to that point yet. Mr. LaRusso discussed the uniforms, equipment and training that would be needed, and how that process would need to be repeated if one person leaves and another person comes onboard. However, in the situation where a third-party handles the process, this is no longer a concern.

Mr. LaRusso stated that for him to feel comfortable, he would like to hear the opinion of the City Attorney of the City of Delray Beach as well as an opinion from Tallahassee. Attorney Conley replied that he would need Council consensus to make that formal request to Tallahassee and the Attorney General's Office. He added that there is an existing opinion on the interpretation of this statute in which the Attorney General ultimately states that this type of parking enforcement is police power, and it is not recommended to delegate that power to a third-party.

Discussion continued.

Mr. Neuman recommended providing staff with direction to move forward with their plan as well as approving Mr. LaRusso's request to seek an opinion from the Attorney General's Office. The Mayor asked for consensus for this direction. There were no objections from City Council with this direction.

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

Parks and Recreation Director Nikki Caldwell reported that at the December 9, 2025 regular meeting, Ms. 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 tennis courts. Due to the increased popularity of pickleball, the four 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 7:00 a.m. to 12:00 p.m. daily with additional evening hours from 4:00 p.m. to 9:00 p.m. on Monday through Friday. The Parks and Recreation Department will require additional staff hours to operate the court lighting during any additional hours.

Ms. Hanley discussed the increasing number of people using pickleball courts and following discussion, asked if the city could add hours on Saturday and Sunday through April 2026. Ms. Caldwell stated that staff can add these hours and then monitor the use of the courts in this expanded timeframe.

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

City Clerk Kevin McKeown reported that the City of Melbourne participates in 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 seats who serve as regular members and one alternate member. Members serve four-year terms. A member's term automatically terminates when he/she no longer holds public office.

In accordance with the interlocal agreement between the TPO and the city, one 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.

Vice Mayor Kennedy stated that with her work schedule, it is difficult to attend meetings. She stated that she would be happy to transition to an alternate member. Mr. LaRusso added that his work schedule is difficult as well; however, he would be willing to transition to the regular member position. Additionally, Mr. Neuman noted that there is a vacant second alternate member position and that he would be interested in filling that position.

Moved by Kennedy/Bassett to appoint Mark LaRusso as a regular member and to appoint Julie Kennedy and David Neuman as alternate members. Motion carried unanimously.

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

Moved by Kennedy/Bassett to appoint John Reisert as a resident member. Motion carried unanimously. (Term: January 13, 2026 through September 30, 2028; unexpired four-year term.)

## D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. Neuman asked for an update on the Downtown Melbourne streetscape project. Mrs. Lamb replied that in February, the design of Holmes Park should be coming before City Council for approval, and the city will be going out for a request for qualifications in March/April for the streetscape consultant selection.

Mr. Smith asked for an update on the FDOT US1 streetscape project. Mrs. Lamb stated that she will contact FDOT for an update.

Ms. Hanley stated that she was invited to attend the TPO's Safety Visions meeting where information was provided regarding how the city can implement certain things to earn points that can be put towards various safety equipment. She also discussed a local city that purchased property around city hall for the purpose of art exhibits.

Additionally, she asked for Council approval to attend the TPO meeting in Tallahassee, which takes place soon after the FLC Legislative Action Days. There were no objections from City Council, although Ms. Hanley stated that based on her schedule, she may not be able to attend.

Mr. Smith stated that he met with the Brevard Homeless Coalition regarding asset mapping and discussed the dedicated outdoor homeless shelter. Mr. Neuman stated that in his last discussions, he was told that if the facility isn't in Downtown Melbourne, there is not interest. Mr. Smith stated that Mr. Neuman should re-start his conversations with Jeff Njus. Continuing, Mr. Smith discussed his upcoming birthday party and a visit from the mayor from Atlanta.

Continuing, Mr. Smith stated that he was asked to be a part of the TPO Executive Board and displayed a map/photo that is published by the TPO to show the members and who they represent. He recommended that Council implement something similar for the city's volunteer advisory boards. Following discussion, Council did not provide consensus to move forward with that idea.

Mr. LaRusso discussed the annual quasi-judicial memo sent by the City Clerk; the upcoming St. Patrick's Day special events and the need to have proper insurance submitted; and his desire to have a conversation about e-bikes in the city. Council expressed consensus to have staff research the provisions of an ordinance relating to e-bikes.

Additionally, at the request of Council Member LaRusso, Council expressed consensus to direct staff to return with an ordinance amending the City Manager's purchasing threshold.

In closing, Mr. LaRusso discussed the pinning of "Riggs" – the Melbourne Fire Department's therapy dog – as well as the renaming of Airport Boulevard to Dr. Martin Luther King, Jr. Boulevard several years ago.

Mayor Alfrey commended city staff for executing bond paperwork for the city's water infrastructure.

## E. ADJOURNMENT

The meeting adjourned at 9:11 p.m.

/s/ Kevin McKeown, City Clerk – January 21, 2026

Approved by Council:

# City of Melbourne, Florida
# Minutes – Regular Meeting Before City Council
# January 27, 2026

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

## A. OPENING

1. The invocation was given by Pastor Dupree Williams, Chief Cornerstone Missionary Baptist Church.

2. Pledge of Allegiance

3. Roll Call

Present:

| | |
|---|---|
| Julie Kennedy | Vice Mayor |
| David Neuman | Council Member, District 3 |
| Rachael Bassett | Council Member, District 4 |
| 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 |

Absent:

| | |
|---|---|
| Paul Alfrey | Mayor (out of town) |
| Marcus Smith | Council Member, District 1 (out of town) |
| Mark LaRusso | Council Member, District 2 (sick) |
| Mimi Hanley | Council Member, District 5 (Florida League of Cities Legislative Action Days) |

City Attorney Adam Conley noted that based on the roll call, there is no quorum and that will limit the Council's ability to take official action on certain items.

4. Proclamations and Presentations

Employees who reached a milestone of service during the months of September and October 2025 were invited to the Council meeting to accept their service pin and gift card. Biran Hart, Police Department (20 years) and Tammy Still, Senior Accountant (20 years) attended the meeting and was recognized by the Vice Mayor and City Council and City Manager.

5. Approval of Minutes – January 13, 2026 Regular Meeting.

Due to having no quorum, the approval of the January 13, 2026 regular minutes will occur at the February 10 meeting.

6. City Manager's Report

Mrs. Lamb reported that in addition to what was provided to Council in the agenda package, she had three more items to bring to Council's attention. She noted that there was previous discussion on not having to have consensus for her to add a discussion item to an agenda and with this being said, she reported that at one of the February agendas she will be adding a discussion on the Beautification and Energy Efficiency Board's concerns and possible outcomes.

Mrs. Lamb also added that she was invited to Congressman Haridopolos's municipal workshop on January 29 where she will discuss the city's challenges, concerns and proposed solutions related to the Melbourne community. Council Member David Neuman asked that Mrs. Lamb inquire about funding for the city's infrastructure projects. Vice Mayor Julie Kennedy asked that Mrs. Lamb inquire about anything federally available for the railroad.

Mrs. Lamb reported that the Florida Department of Transportation requested a letter of support from the city for a grant application for a federal rail administration federal/state partnership for intercity passenger rail grant program for safety improvements. She noted that we have provided a letter of support to them before and will reach out to Council prior to sending the letter to ensure there are no concerns.

7. Public Comments

Sean Paul Reyes, Long Island Audit, made several allegations regarding the Mayor's conduct while on the Melbourne Police Department and in his seat as Mayor.

**B. UNFINISHED BUSINESS**

8. Consideration of proposals for disposition of 0.08 acres of City property abutting 1015 W. H. Jackson Street. (Public Hearing) (Postponed - 10/28/2025 & 12/9/2025)

City Engineer James Ennis reported that the applicant for this item withdrew their offer; therefore, no action was needed. He also noted that this item will come back to a future agenda due to the same parcel issue existing with the two adjacent parcels and will be resolved in this manner.

Attorney Conley reminded Council that Council approval was requested to do a public notice and request offers due to the property being in the southern portion of the Melbourne Downtown CRA. He also reiterated that this process will come back to Council in the future, but at this point the item is effectively closed.

9. **Ordinance No. 2026-01, Administrative Final Plat Approval:** (Second Reading/Public Hearing) An ordinance amending the City Code of Melbourne, 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) (First Reading - 1/13/2026)

   Attorney Conley read the ordinance by its title. Due to a lack of quorum, this item could not be heard and the public hearing could not open. This item will be readvertised for the February 10 meeting.

10. **Ordinance No. 2026-02, Public Participation:** (Second Reading/Public Hearing) An ordinance amending Chapter 2, Article II, Melbourne Code of Ordinances regarding public participation and standards of decorum at City Council meetings. (First Reading - 1/13/2026)

    Attorney Conley read the ordinance by its title. Due to a lack of quorum, this item could not be heard and the public hearing could not open. This item will be readvertised for the February 10 meeting.

**C. NEW BUSINESS**

11. Work Order No. 11 to the Storm Drain Cleaning, Repairs and Maintenance contract for cleaning and video inspection of varying pipe sizes associated with the Roadway Resurfacing Program, Project No. 68024, Shenandoah General Construction, LLC, Pompano Beach, FL - $440,000.

    Attorney Conley noted that due to Council being unable to take any action on the item, this item will be brought back to the February 10 meeting.

12. CONSENT AGENDA:

    a. State Housing Initiatives Partnership (SHIP) Annual Review and Recommendation Report on Affordable Housing Incentives Strategies.

    Attorney Conley noted that due to Council being unable to take any action on the item, this item will be brought back to the February 10 meeting.

13. ITEMS REMOVED FROM THE CONSENT AGENDA

14. Sponsorship Agreement between the City of Melbourne and Community Housing Initiative, Inc., through State Housing Initiatives Partnership (SHIP) funds in the amount of $260,000 for the Implementation of the Purchase Assistance Program. (Public Hearing)

    Attorney Conley noted that due to Council being unable to take any action on the item, this item will be brought back to the February 10 meeting.

15. **Ordinance No. 2026-03, Council Districts:** (First Reading) An ordinance amending the City Code, Chapter 22, Elections, by altering the maps of Melbourne City Council Districts Two, Five, and Six, to include annexation ordinances adopted during the 2025 calendar year.

Attorney Conley read the ordinance by its title. Due to a lack of quorum, this item could not be heard and will be brought back to the February 10 meeting.

## D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Council Member Rachel Bassett reminded Council that she, along with city staff, will be hosting a farm share event at the Eddie Lee Taylor, Sr. Community Center from 9:00 a.m. to 12:00 p.m. on February 6.

Mr. Neuman thanked the City Clerk and staff for providing a volunteer board attendance report to Council. Mr. Neuman asked if there will be an item on a future agenda regearing this topic. Attorney Conley explained that he interpreted the discussion of creating a code of conduct and code amendments to the charter as one item.

Mr. Neuman asked that these items be separate. Attorney Conley noted that he will bring Council proposed ordinance language for a referendum item to make amendments the City Charter.

Mr. Neuman also asked for an update on why an art festival that was set to occur in Downtown Melbourne is no longer occurring due to the city fees. He asked for a discussion item to be placed on a future agenda about special activities. Mrs. Lamb noted that there is an item on the next agenda that will make some requested changes to business promotions. She also noted that changes to special events are still in the works. Regarding the art festival, Mrs. Lamb stated that the fees for the city support services were too high for the applicant. Staff reviewed the event to try and lessen the fees but was unsuccessful.

Vice Mayor Kennedy, Mrs. Lamb and Attorney Conley noted that these events are typically more costly because of the location, road closures, police officers needed and proximity to the railroad.

## E. ADJOURNMENT

The meeting adjourned at 7:07 p.m.

/s/ Justice Stevens, Assistant City Clerk – January 29, 2026

Approved by Council:

# Memorandum

**To:** Mayor and Council

**From:** Jenni Lamb, City Manager

**Date:** February 5, 2026

**Subject:** City Manager's Report – Meeting of February 10, 2026

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## Updates:

- As mentioned at the January 27 Council Meeting, FDOT's Central Office was preparing a grant application for the FRA Federal-State Partnership for Intercity Passenger Rail (FSP) Grant Program. The attached letter of support was sent to FDOT on January 30, 2026. If Council objects to this letter of support and preliminary obligation of approximately $50,000 of matching funds, the letter of support can be withdrawn.
- Previously, City Council directed staff to solicit proposals from agencies for the use of the City's Opioid Settlement Proceeds (OSP) to provide eligible programs and services. Since that time, staff has reviewed an existing Seminole County contract with Recovery Connections of Central Florida, Inc., to provide wrap-around services for individuals and families suffering from opioid use disorder. Utilizing a piggyback agreement will eliminate the need to publish a Request for Applications, will expedite use of the OSP funds and provide valuable resources to those in recovery through one, single organization. The attached memo provides additional information. Staff is requesting City Council consensus to proceed with this alternate path.
- City Council gave prior direction to prepare a proposal to donate City-owned property at 2265 N. Harbor City Boulevard to DAV Chapter 32. This donation was intended to help DAV qualify for a legislative appropriation for improvements at the site. Unexpectedly, the DAV Chapter 32's Commander, Rodney Deflumeri, resigned from his duties. On February 5, the remaining leadership of DAV Chapter 32 communicated to the City their desire to put this donation matter on hold while they go through election of new officers and have time to evaluate the matter further. Currently, DAV Chapter 32 does not plan to pursue a legislation appropriation to build a new building. As DAV Chapter 32 re-engages with the City, City Council will be provided an update and further direction from City Council will be requested.
- Under separate cover, staff will provide a legislative update. Staff will be prepared to discuss questions or concerns.
- On January 13, 2026, City Council approved an agreement to purchase 1.71 acres from L3Harris for the Hibiscus Booster Pump Station Replacement, Project No. 31319. The City received a title commitment and survey of the property. The property was previously owned by the City, as a small portion of airport managed

property before it was conveyed as part of a larger parcel to Harris Corporation in 1977. The encumbrances listed on the title commitment do not materially affect the City's use of the property; some being standard exceptions and others being based on agreements with the City relating to utilities or airport restrictions. The City also received a Phase 1 environmental study conducted on the property. Documentation is available for review in the City Attorney's Office. Upon review of the encumbrances, the survey and the Phase 1 report and in light of the City's prior ownership of the property, City staff recommends moving forward with the purchase.

**Retirements:**

Richard L. Smith, Traffic Engineering, on January 20, 2026, after 26 years of service.

City of Melbourne
City Manager's Office
900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7200 • Fax (321) 608-7219

January 30, 2026

The Honorable David Fink
U.S. Department of Transportation
1200 New Jersey Ave, SE W-32
Washington, DC 20590

RE: Letter of Support for the Statewide Advancement of Feature Enhancements at Intercity Passenger Rail Crossings (SAFE-IPR) Program

Dear Administrator Fink,

On behalf of the City of Melbourne, I am pleased to express our strong support for the Florida Department of Transportation's (FDOT) application to the Federal Railroad Administration (FRA) under the Federal-State Partnership for Intercity Passenger Rail (FSP) Grant Program for the Statewide Advancement of Feature Enhancements at Intercity Passenger Rail Crossings (SAFE-IPR) Program.

The SAFE-IPR Program aligns closely with the strategic priorities of the U.S. Department of Transportation and FRA by advancing investments that improve safety, enhance state of good repair, strengthen system durability, and modernize critical transportation infrastructure. From a local municipality's perspective, this initiative also supports improved system operations by reducing delays and improving travel time reliability for intercity passenger rail service operating through our community.

The SAFE-IPR Program's statewide, programmatic approach to implementing safety countermeasures at 910 intercity passenger rail crossings, of which 10 lie within Melbourne's city limits, reflects a comprehensive and coordinated strategy for addressing safety risks that affect communities across Florida. The proposed improvements, including upgraded traffic control devices, enhanced pedestrian treatments, improved lighting, and revised approach geometries, will help reduce safety risks at crossings while improving the movement of people and goods, emergency response operations, and quality of life for residents, visitors, and businesses within the City of Melbourne. As improvements are advanced, Melbourne will work with FDOT to facilitate access to municipal right-of-way, as needed, to support timely and efficient program implementation.

The City of Melbourne supports the SAFE-IPR Program and believes it will play a critical role in advancing a safer, more reliable, and more resilient transportation system

at both the local and statewide levels. To express the City's commitment to comprehensive rail improvements, the City of Melbourne will provide 25% of FDOT's contribution to the project costs within our jurisdiction as a match share to reinforce our pledge to the safety and efficiency of our rail and road users. Melbourne appreciates FDOT's leadership in advancing this effort and look forward to continued coordination with the Department and project partners as safety improvements are implemented at crossing locations within our jurisdiction.

Sincerely,

Jenni Lamb
City Manager

# Memorandum

**To:** Mayor and Council

**Thru:** Jenni Lamb, City Manager

**From:** Joan Junkala-Brown, Deputy City Manager

**Date:** February 5, 2026

**Subject:** Opioid Settlement Proceeds

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On August 26, 2025, City Council directed staff to proceed with publishing a Request for Applications (RFA) to solicit proposals from agencies for the use of the City's Opioid Settlement Proceeds (OSP) to provide eligible programs and services. Additionally, staff met with representatives of Police and Fire for potential use of OSP; however, neither department had an immediate need for the funds. Since then, staff has met internally to discuss a path to publish an RFA, potential applicants, responsible department for publishing, issuing reimbursements, monitoring compliance with the funding agreement, etc. During this meeting, staff discussed an existing Seminole County contract with Recovery Connections of Central Florida, Inc., serving as a Recovery Community Organization. A Recovery Community Organization (RCO) is an independent, non-profit organization that utilizes Certified Recovery Peer Specialists to mobilize resources within and outside of the recovery community. Seminole County awarded OSP to Recovery Connections to provide wrap-around services for individuals and families suffering from opioid use disorder. Such services include peer support, transportation, transitional housing assistance, employability training, and medicated assisted treatment. The contract term was from October 1, 2024 to September 30, 2025; however, it was renewed by Seminole County for an additional one-year term from October 1, 2025 to September 30, 2026. Recovery Connections recently opened an office in Melbourne and is the only RCO in Central Florida area - Brevard, Seminole, Osceola and Orange Counties.

At the request of the City, Recovery Connections submitted a proposed use of $350,000 in OSP over a 24 month period. Staff has confirmed that the proposed scope of services mirrors the Seminole County contract. Utilizing a piggyback agreement will eliminate the need to publish an RFA and will expedite use of the OSP funds and provide valuable resources to those in recovery through one, single organization.

If City Council provides consensus to proceed, staff will return to a future City Council meeting with an agreement between the City of Melbourne and Recovery Connections piggybacking on the Seminole County contract. This contract will be monitoring for compliance by the Community Development Department and the allowable five percent (5%) administrative costs will be allocated to the appropriate staff for the oversight of the OSP agreement.

# Melbourne City Council
# February 10, 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.8. |

**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 second 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. The second reading/public hearing was originally scheduled for the January 27, 2026 Regular Council Meeting; however, due to lack of a quorum, was readvertized to be heard at the February 10, 2026 Regular Council Meeting.

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: a 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. During the First Reading of the Ordinance 2026-01 at the January 13, 2026 Regular Council Meeting, the City Attorney noted, and City Council agreed, to add additional language to Section 8.5(d)(8) to clarify that the administrative official will also have authority to sign all final plat required documents.

**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

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## 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)

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**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.* Approval of the submittal by the administrative official shall be noted on the original Mylar, the digital version of the final plat, and the associated required documents. 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 13th day of January, 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
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | City Attorney's Office |
| Presenter: | Adam Conley |
| Council District: | N/A |
| Reading Number: | 2 |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | Yes |
| Item Number: | B.9. |

**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, Melbourne 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. The first reading was held at the January 13, 2026 Regular Council Meeting. The second reading/public hearing was originally scheduled for the January 27, 2026 Regular Council Meeting; however, due to lack of a quorum, readvertised for the February 10, 2026 Regular Council Meeting.

As set forth in more detail in the attached memorandum, the proposed ordinance revises Sec. 2-29 to clarify the time limits for 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:**
N/A

**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 13th day of January, 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
# February 10, 2026
# City Manager's Item Report

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

**Subject:**
Work Order No. 11 to the Annual Resurfacing Program for pipe inspections of various pipe sizes with Shenandoah General Construction, LLC for roadways scheduled to be resurfaced.

**Background/Consideration:**
As part of the annual resurfacing program, the City evaluates the existing work order for provisions for the initial cleaning and video inspections of drainage pipes for roadways scheduled to be resurfaced. Inspection and repair of the pipes prior to roadway resurfacing ensures that the drainage system does not fail after or during roadway resurfacing.

Due to aging stormwater pipes within the city, drainage pipes that are adjacent to or under roadways to be resurfaced are cleaned and inspected to ensure that during the re-paving process these pipes do not fail. Once the inspections are complete, another work order will be brought before Council for the lining/repairs to any failing drainage pipes prior to road resurfacing.

Inspections are required along the following streets: Atlantis Road, Cresthaven Parkway, Cronin Avenue, Crown Boulevard, Eber Boulevard, Ferndale Avenue, Garfield Street, Iowa Drive, Knight Avenue, L3 Harris Boulevard, Leonard Weaver Boulevard, Madison Avenue, N Hudson Circle, Palmer Drive, Poinciana Drive, Quebec Avenue, Royal Palm Drive, S Hudson Circle, Silver Palm Avenue, St Marks Avenue, Stan Drive, Veracruz Boulevard, Warwick Road, White Oak Circle, Whitmire Drive, and Wolf Creek Drive.

The scope of services includes the cleaning and video inspection of ±23,000 LF (linear feet) of varying pipe sizes.

The contractor will have 180 calendar days to complete this project.

**Fiscal/Budget Impact:**
Funding is available within the Fiscal Year 2024 Resurfacing Program budget, Project No. 68024.

**Requested Action:**
Approval of Work Order No. 11 to the Storm Drain Cleaning, Repairs and Maintenance contract with Shenandoah General Construction, LLC, Pompano Beach, FL, in the amount not to exceed $440,000.

# Memorandum

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

**Thru:** James Ennis, City Engineer

**From:** J. Danielle Straub, Assistant City Engineer

**Date:** January 9, 2026

**Re:** Work Order No. 11 to Shenandoah General Construction, LLC for Roadway Resurfacing Program, Project No. 68024

As part of the annual resurfacing program, the City evaluates the existing water, sewer, reclaimed and drainage facilities to ensure that no repairs are needed prior to the resurfacing of the roadway. This is a request for Council approval of Work Order 11 with Shenandoah General Construction, LLC to clean and video inspections of drainage pipes for roadways scheduled to be resurfaced.

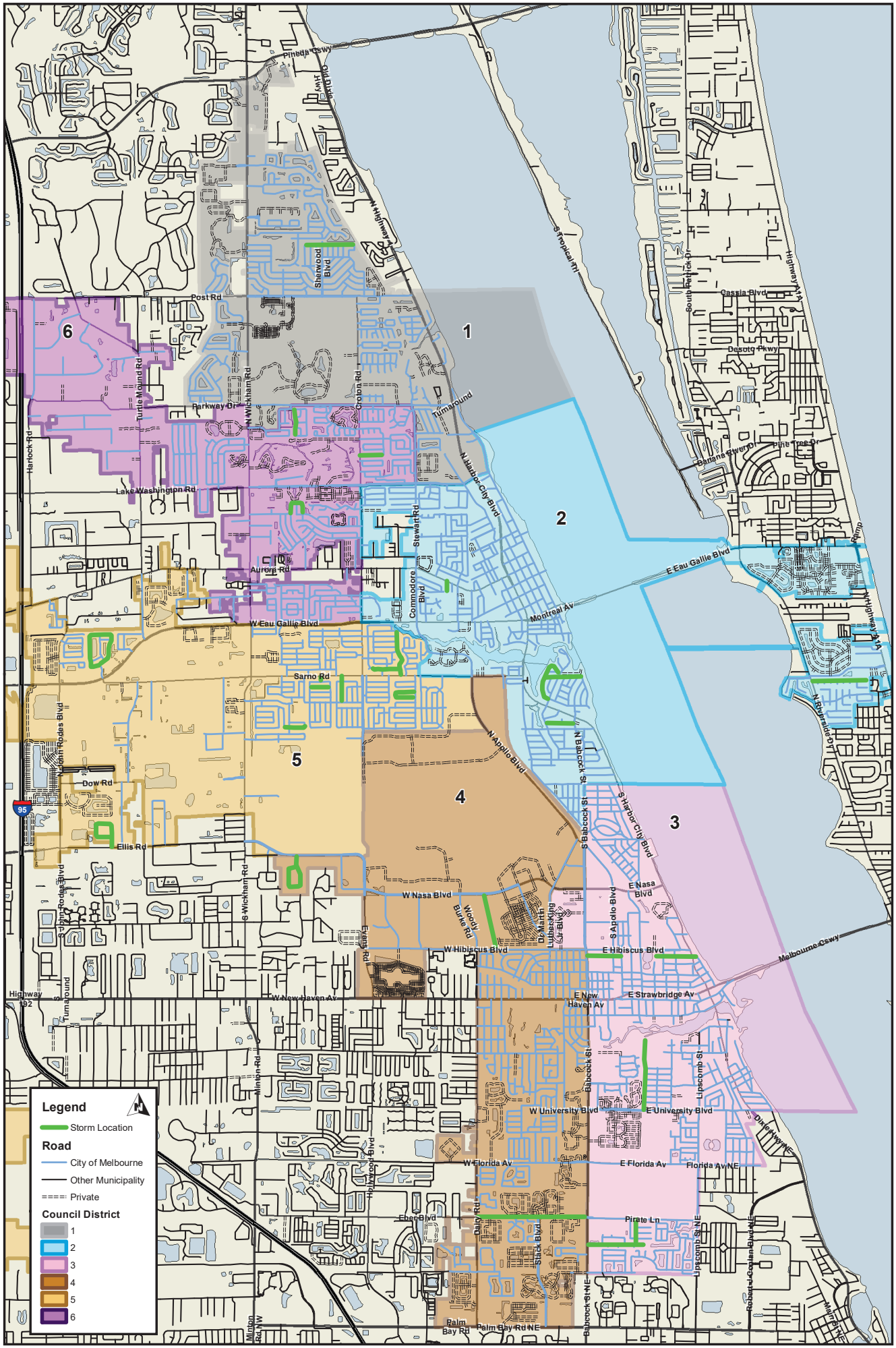
Due to aging stormwater pipes within the City, drainage pipes that are adjacent to or under roadways to be resurfaced are cleaned and inspected to ensure that during the re-paving process these pipes do not fail. Once the inspections are complete, another work order will be brought before Council for the lining/repairs to the drainage pipes.

Inspections are needed along the following streets: Atlantis Road, Cresthaven Parkway, Cronin Avenue, Crown Boulevard, Eber Boulevard, Ferndale Avenue, Garfield Street, Iowa Drive, Knight Avenue, L3 Harris Boulevard, Leonard Weaver Boulevard, Madison Avenue, N Hudson Circle, Palmer Drive, Poinciana Drive, Quebec Avenue, Royal Palm Drive, S Hudson Circle, Silver Palm Avenue, St Marks Avenue, Stan Drive, Veracruz Boulevard, Warwick Road, White Oak Circle, Whitmire Drive, and Wolf Creek Drive.

**Scope of Work**
The scope of services includes the cleaning and video inspection of ±23,000 LF of varying pipe sizes.

**Compensation and Schedule**
Funding is available within the FY24 Resurfacing Program budget, 68024.

**Recommendation**
Recommend approval of Work Order No. 11 with Shenandoah General Construction, LLC in the amount not to exceed $440,000.






# Storm Pipe Exhibit

Engineering Department
900 E. Strawbridge Avenue
Melbourne, FL 32901

# WORK ORDER NO. 11

Project: Annual Resurfacing

Project No: 68024

To: Shenandoah General Construction, LLC

WORK ORDER DESCRIPTION

Pipe inspections of various pipe sizes near the following streets:

| | | | |
|---|---|---|---|
| Atlantis Rd | Cresthaven Pkwy | Cronin Av | Crown Blvd |
| Eber Blvd | Ferndale Av | Garfield St | Iowa Dr |
| Knight Av | L3 Harris Blvd | Leonard Weaver Blvd | Madison Av |
| N Hudson Cir | Palmer Dr | Poinciana Dr | Quebec Av |
| Royal Palm Dr | S Hudson Cir | Silver Palm Av | St Marks Av |
| Stan Dr | Veracruz Blvd | Warwick Rd | White Oak Cir |
| Whitmire Dr | Wolf Creek Dr | | |

For the services under this authorization, the total compensation amount to be paid to the vendor under this work order shall not exceed $440,000.

All services required by this Work Order will be completed on or before one hundred eighty (180) days after the Notice of Commencement is issued.

**THIS WORK ORDER IS ACCEPTABLE TO CONTRACTOR:**

Signed Perry K. Hoff Title PM Date 1/13/26
Contractor

**RECOMMENDED AND APPROVED, CITY OF MELBOURNE:**

Signed _____ Title City Engineer Date _____

Signed _____ Title City Manager Date _____

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | City Clerk's Office |
| Presenter: | Justice Stevens |
| Council District: | 2, 5 and 6 |
| Reading Number: | 1 |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | B.11. |

**Subject:**
Altering the maps of City Council Districts Two, Five, and Six, to include annexation ordinances adopted in 2025.

**Background/Consideration:**
City Council districts are apportioned based on the latest official Census. The Census data is included in Chapter 22, Elections, of the Melbourne City Code as part of each Council District. Annexations affect the boundaries of Melbourne City Council districts.

Section 22-35(c) of the Melbourne City Code requires the City Council to periodically adopt an ordinance amending the boundaries of districts after property has been annexed. One ordinance is adopted each year to include annexations adopted during the previous 12-month period.

From the period of January 2025 through December 2025, four (4) annexation ordinances were adopted that affect the maps of Melbourne City Council Districts Two, Five, and Six. The attached ordinance recognizes those annexation ordinances and amends the maps of Council Districts Two, Five, and Six.

**Fiscal/Budget Impact:**
N/A

**Requested Action:**
Approval of Ordinance No. 2026-03.

# Business Impact Estimate

**To:** Mayor and City Council

**From:** Kevin McKeown, City Clerk

**Date:** January 27, 2026

**Re:** Proposed Ordinance Related to City Council District Maps

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## Summary of the Proposed Ordinance

The proposed ordinance incorporates annexation ordinances that were adopted in calendar year 2025 that affect the boundaries of Districts 2, 5 and 6.

## 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. 2026-03

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO APPORTIONMENT OF CITY COUNCIL DISTRICTS; MAKING FINDINGS; AMENDING CHAPTER 22 OF THE CITY CODE, ENTITLED "ELECTIONS;" ADOPTING NEW MAPS AMENDING THE BOUNDARIES OF CITY COUNCIL DISTRICTS TWO, FIVE AND SIX; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, Section 22-35(c), City Code, provides that periodically, after newly annexed territories have been assigned to appropriate City Council districts, the City Council shall adopt an ordinance amending boundaries of the City Council districts for the sole purpose of adding said newly annexed territories to the district descriptions; and

WHEREAS, during the period January 2025 through December 2025, the City Council adopted four ordinances providing for the annexation of four parcels of land; and

WHEREAS, the real property annexed into the City by Ordinance Nos. 2025-13, 2025-24, 2025-31, and 2025-42 are located in City Council Districts Two, Five and Six, consistent with the regulations for location of districts in Sections 22-35 and 22-36, City Code; and

WHEREAS, the City Council adopts this ordinance in accordance with Section 22-35(c), City of Melbourne Code of Ordinances, 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 ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 22-34 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 22-34. Council districts.

For the election of members, other than the mayor, to the city council, the city is divided into six consecutively numbered city council districts of territory. The city is apportioned into city council districts as follows:

(2) Council District 2 is composed of:

* * * *

f. That part of Tract 663.01 made up of:

* * * *

2. That part of blocks 1002, 1004, 1005, 1006, 1009, 1016, 1018, 1022, 1026, 1029, 1031, 1033, 1038, 1045, 2005, 2007, 2012, 2014, 2023, 2027, 2031, 3006 and 3019 located within the city.

* * * *

(5) Council District 5 is composed of:

* * * *

h. That part of Tract 646.02 made up of:

* * * *

2. That part of blocks 1002, 1007, 2005, 2006, 2015, 2016, 2017, 2020, 2022, 2028, 2030, 2031, 2032, 2033, 2034 and 2037 located within the city.

* * * *

(6) Council District 6 is composed of:

* * * *

e. That part of Tract 641.30 made up of:

1. Blocks 3023, 3025, 3029, ~~and~~ 3045, and 3050 located within the city.

* * * *

SECTION 2. Adoption of Maps. That attached hereto and incorporated herein by this reference are revised maps of City Council Districts Two, Five and Six to reflect the annexations accomplished by Ordinance No. 2025-13 recorded in Official Records Book 10295, Page 2633, Public Records of Brevard County, Florida, Ordinance No. 2025-24 recorded in Official Records Book 10358, Page 564, Public Records of Brevard County, Florida, Ordinance No. 2025-31

recorded in Official Records Book 10390, Page 2943, Public Records of Brevard County, Florida, and Ordinance No. 2025-42 recorded in Official Records Book 10440, Page 1062, Public Records of Brevard County, Florida.

The attached maps supersede the maps of City Council Districts Two, Five and Six previously adopted.

SECTION 3. Severability/Interpretation Clause.

(a) That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal, or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance.

(b) That in interpreting this ordinance, underlined words indicate additions to existing text and ~~stricken words~~ indicate deletions from existing text. Asterisks (* * * *) indicate an omission from the ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

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

SECTION 5. That this ordinance was passed on the first reading at a regular meeting of the City Council on the day of , 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]

Attachments: Maps of Council Districts Two, Five and Six

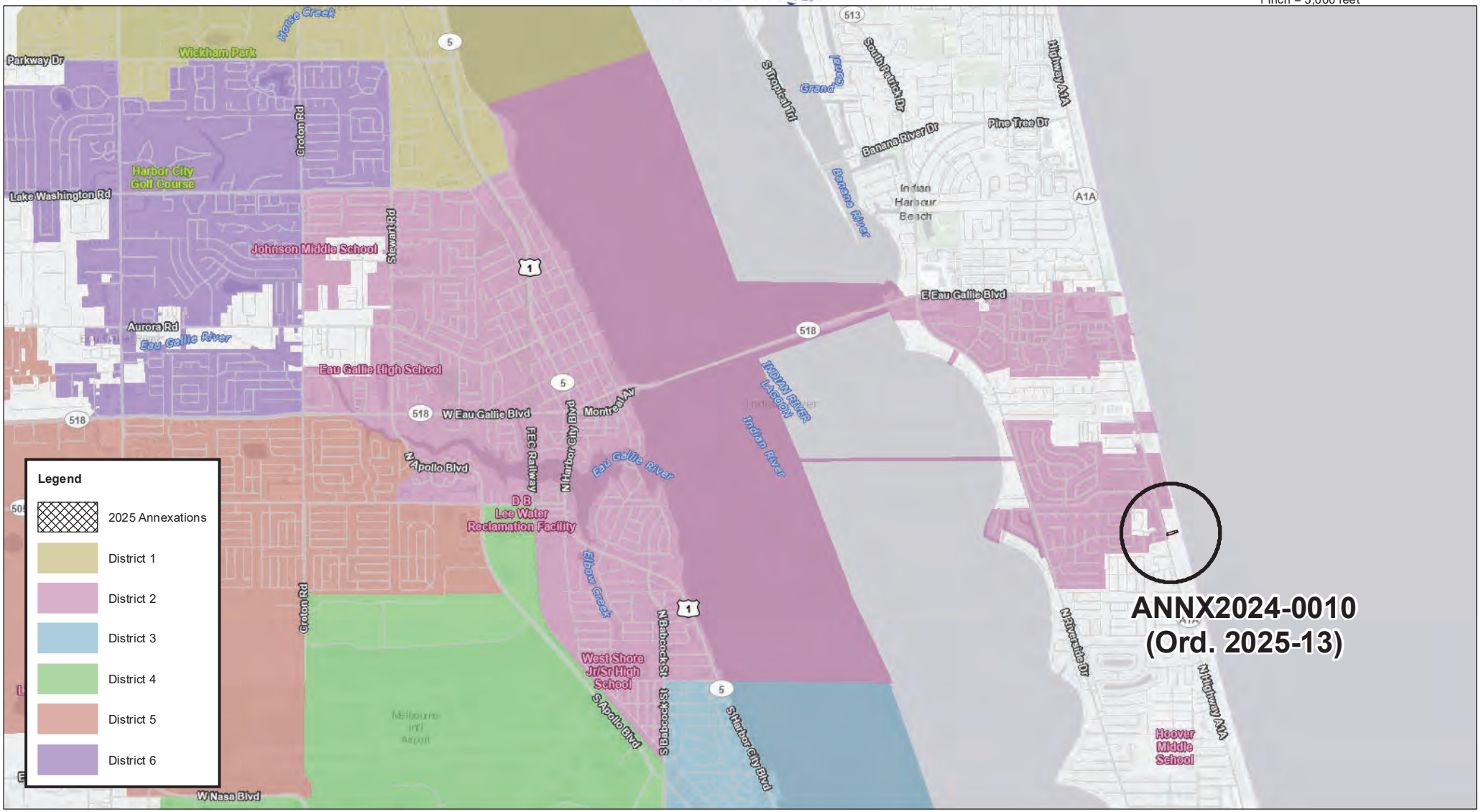
Ordinance No. 2026-03

## Map for Ordinance Incorporating 2025 Annexations (District 2)

City of Melbourne
The Harbor City

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

3,100 0 3,100 Feet
1 inch = 3,000 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 attorney's fees, arising from any User's use or misuse of the property records or mapping data provided herein.

Title: Map for Ordinance Incorporating 2025 Annexations (District 2)
Author: John Struckman
Department/Division: IT Department, GIS Division
Last Updated: 1/8/2026 11:02:12 AM
Document Name: Ticket#32639_CouncilDistrict_2_11x17
Document Location: \\ad.mlbfl.org\shares\Maps\GIS Team\jstruckman\ServReq-Incidents\CityClerks\KMckeown\Ticket#32639\Ticket#32639_CouncilDistrict_2_11x17.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

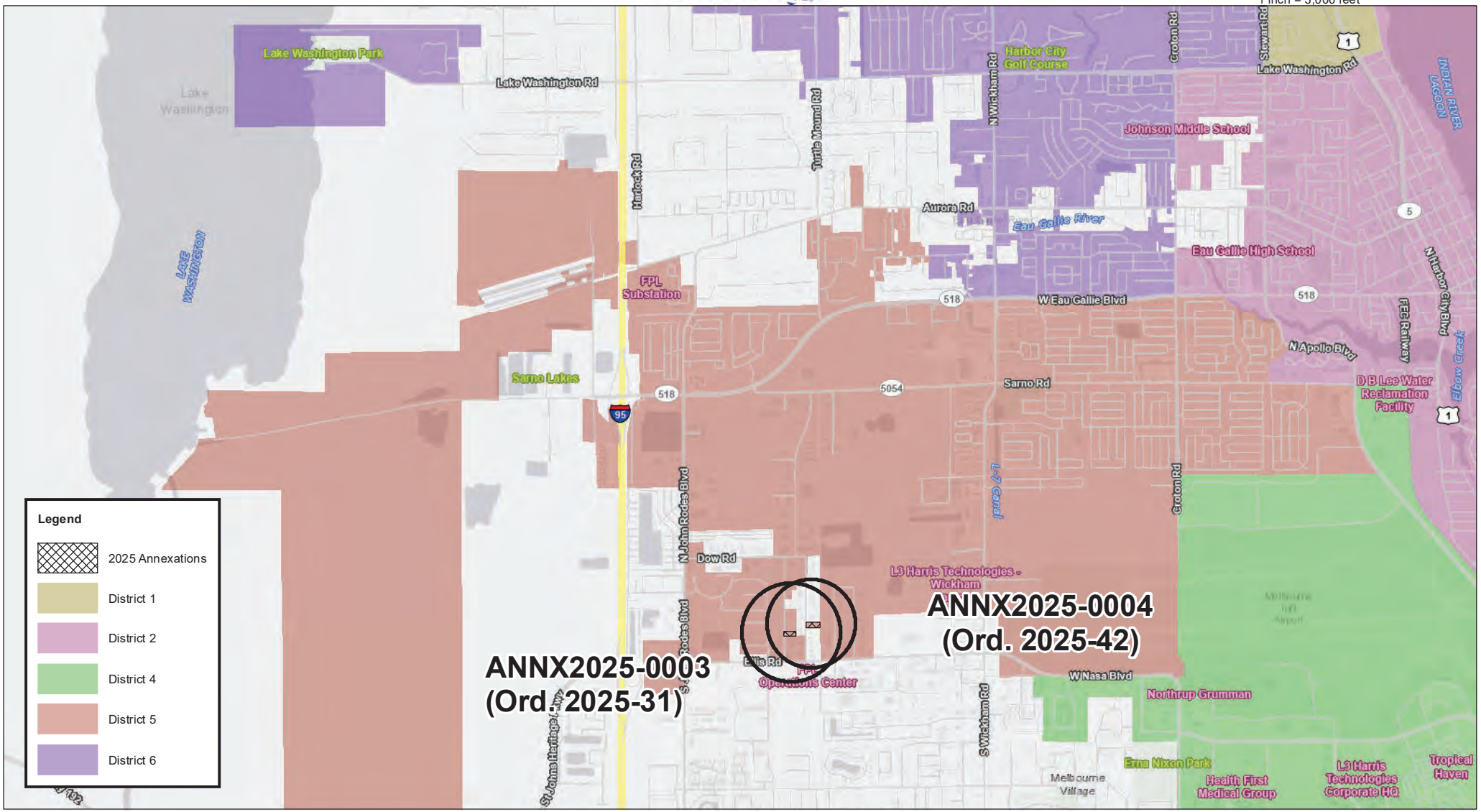
## Map for Ordinance Incorporating 2024 Annexations (District 5)

City of Melbourne
The Harbor City

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

3,100 0 3,100 Feet

1 inch = 3,000 feet

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Author: John Struckman
Department/Division: IT Department, GIS Division
Last Updated: 1/8/2026 11:02:16 AM
Document Name: Ticket#32639_CouncilDistrict_5_11x17
Document Location: \\ad.mlbfl.org\shares\Maps\GIS Team\jstruckman\ServReq-Incidents\CityClerks\KMckeown\Ticket#32639\Ticket#32639_CouncilDistrict_5_11x17.mxd

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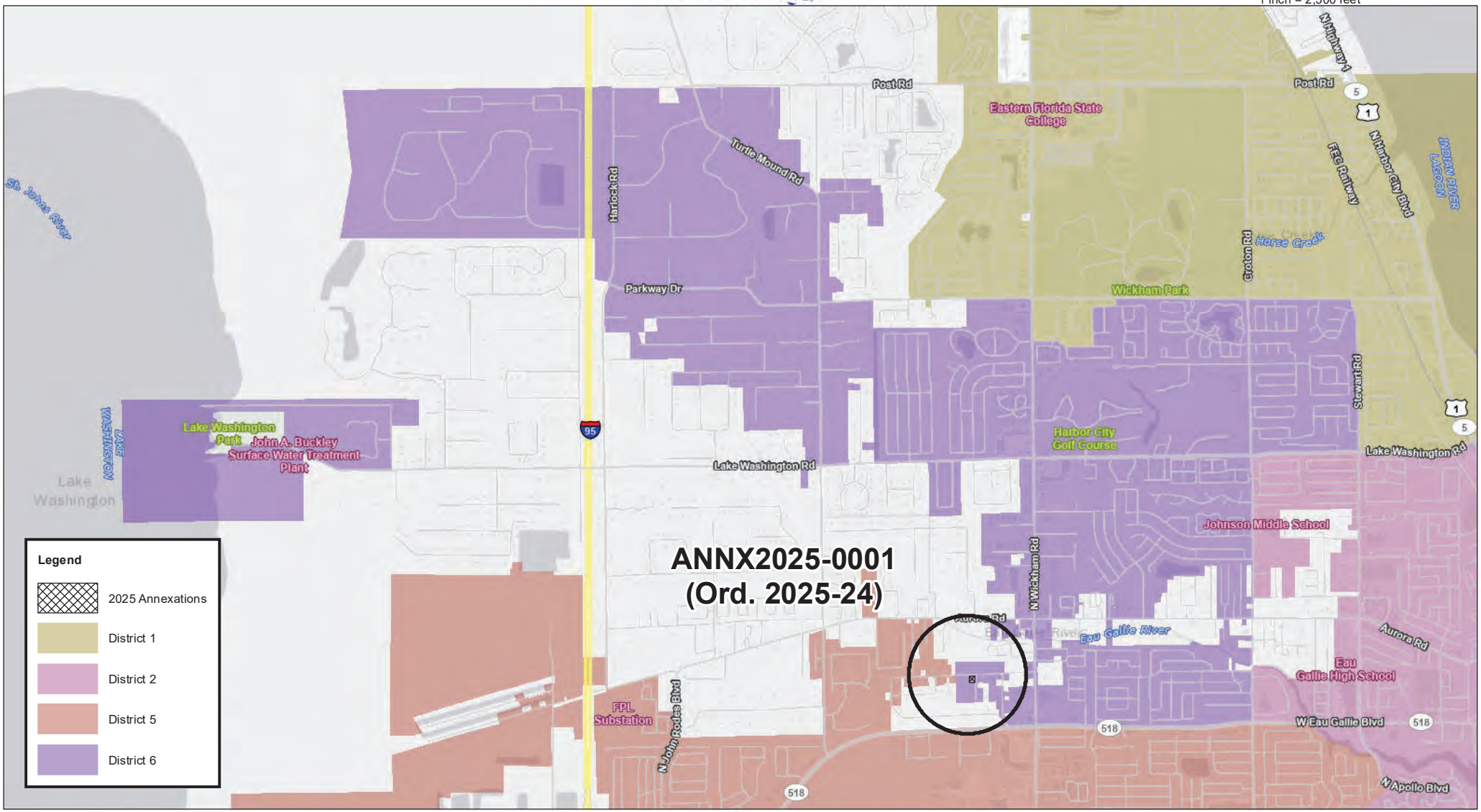
## Map for Ordinance Incorporating 2025 Annexations (District 6)

City of Melbourne
The Harbor City

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

2,500 0 2,500 Feet

1 inch = 2,500 feet

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Author: John Struckman
Department/Division: IT Department, GIS Division
Last Updated: 1/8/2026 11:06:01 AM
Document Name: Ticket#32639_CouncilDistrict_6_11x17
Document Location: \\ad.mlbfl.org\shares\Maps\GIS Team\jstruckman\ServReq-Incidents\CityClerks\KMckeown\Ticket#32639\Ticket#32639_CouncilDistrict_6_11x17.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
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# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | Engineering |
| Presenter: | Dani Straub |
| Council District: | 3 |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.12. |

**Subject:**
Task Order No. DRMP-I-2025-003 to the Continuing Contract for Engineering Services with DRMP, Inc. for professional engineering services associated with the Riverview Park Baffle Box project.

**Background/Consideration:**
Staff evaluated the ±140-acre drainage basin and determined that the existing outfall from the drainage basin was an optimum location for a baffle box due to the close proximity to the Indian River Lagoon.

Installation of second-generation baffle boxes with biosorption activated media is one of many tools used to remove pollutants from the Indian River Lagoon. The City is required as part of the Indian River Lagoon Basin Management Action Plan to remove total nitrogen (TN) and total phosphorus (TP). This project has the potential to remove 863 pounds TN per year and 168 pounds TP per year.

The scope of services involves providing professional environmental, ecological and engineering services for the design and permitting of a second-generation baffle box. Bidding and construction administration is not included with this task order. The time for completion is 300 days from the Notice to Proceed.

The agenda materials provide detail on the task order and describe the scope of project.

Construction of the project has received grant funding from the Save Our Indian River Lagoon (SOIRL) Trust Fund and a Florida Department of Environmental Protection (FDEP) Indian River Lagoon Water Quality Grant.

**Fiscal/Budget Impact:**
Funding is available within the capital improvement project budget (Project No. 20324 - Riverview Park Baffle Box). The total project budget is $1,330,000.

**Requested Action:**
Approval of Task Order No. DRMP-I-2025-003, to DRMP, Inc. of Merritt Island, FL, for the Riverview Park Baffle Box, Project No. 20324, in the amount of $126,558.

# Memorandum

**To:** Jenni Lamb, City Manager
Marla Keehen, Management & Budget Officer

**Thru:** James Ennis, City Engineer

**From:** J. Danielle Straub, Assistant City Engineer

**Date:** January 26, 2026

**Re:** Task Order No. DRMP-I-2025-003 to the Professional Engineering Services for the Riverview Park Baffle Box, Project No. 20324

---

This is a task order with DRMP, Inc. (DRMP) for Professional Engineering Services for environmental, ecological and engineering services for the Riverview Park Baffle Box.

Staff evaluated the ±140-acre drainage basin and determined that the existing outfall from the drainage basin was an optimum location for a baffle box due to the close proximity to the Indian River Lagoon. This project was submitted for and has received funding from the Save Our Indian River Lagoon Trust Fund.

Installation of second generation baffle boxes with biosorption activated media is one of many tools used to remove pollutants from the Indian River Lagoon. The City is required as part of the Indian River Lagoon Basin Management Action Plan to remove total nitrogen (TN) and total phosphorus. This project has the potential to remove 863 pounds TN per year and 168 pounds TP per year.

**Scope of Services**
The scope of work involves providing professional environmental, ecological and engineering services for the design and permitting of a second generation baffle box. Construction administration will be done under a separate task order.

**Compensation and Schedule**
The work will be completed within 300 days from the Notice to Proceed. The fee for the scope of services shall not exceed $126,558.00. Adequate funding is available within this project budget (20324).

**Recommendation**
Recommend approval of Task Order No. DRMP-I-2025-003 in the amount of $126,558.00 to complete the scope of work as described.

TASK ORDER NO. DRMP-I-2025-0003 DRMP PROJECT NO. 25-1112.P02
CITY PROJECT NO. 20324

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

This Task Order made and entered into this ____ day of _____, 2026 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES, dated October 14, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for the **Riverview Park Baffle Box**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services provided for under this Task Order shall be delivered within 300 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **$126,558.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES.

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

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices

shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES.
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2026.

Approved by City Engineer
as to content:

James Ennis, PE, PMP

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

Jenni Lamb, PE, City Manager

ATTEST:

Kevin McKeown, City Clerk
(SEAL)

DRMP, INC.

Scott Nickle, Vice President

DRMP

100 Parnell Street, Suite A, Merritt Island FL 32953
Phone: 321.453.0010 | Fax: 321.454.6885

**Exhibit "A"**
**SCOPE OF SERVICES FOR**
**RIVERVIEW PARK BAFFLE BOX**
**TASK ORDER NO: DRMP-I-2025-0003**
**DRMP PROJECT NO: 25-1112.P02**
**CITY PROJECT NO: 20324**

DRMP, INC. (DRMP) is pleased to present this task order proposal for professional surveying, ecological, geotechnical, and engineering consulting services relating to the above-mentioned project. The project area is approximately 150 feet x 150 feet and lies within the southeastern portion of Riverview Park and within the City of Melbourne. The proposed baffle box will be located approximately 590 feet east of US Hwy No. 1 along Riverview drive, all lying in Section 2, Township 28 South, Range 37 East. Currently, stormwater within the 110 acre (+/-) contributing drainage basin is conveyed via surface runoff into open and closed drainage systems consisting of drainage inlets and piping, ultimately discharging to the east, untreated runoff to the Indian River Lagoon. The proposed project consists of constructing a 2nd generation baffle box filtration structure to improve water quality discharge, and modifications to the existing stormwater infrastructure adjacent to the proposed baffle box location. The baffle box structure design will be performed by the City's supplier.

Geotechnical engineering analysis services will be performed by Ardaman & Associates, Inc. (Ardaman).

Our services (excluding agency reviews) will be completed within 300 days from approval of this project task order.

## *I. SCOPE OF SERVICES*

**TASK 1 - SURVEYING SERVICES:**

1. We will locate and monument the south line of Riverview Park (as described in OR Boof 6622 Page 2757 of Brevard County Public Records), which is also the south line of Section 2, Township 28 South, Range 37 East, Brevard County. This service will include setting or flagging points on the south line of the park. The survey will be based on NAD 83 Florida State Plane Coordinate System East Zone 2009 adjustment (NAD83/'09). We will provide one drawing of the entire project area on our standard 24" x 36" format.

2. We will provide topographic information of the project site of approximately 150 feet x 150 feet. This information will include elevations of the existing drainage ditch and location of any above ground utilities or improvements. We will call for utility locates and provide field location of all identified underground utilities for the project limits, based on field markings by the utility companies (to be verified prior to construction by the contractor). Elevations will be based on NAVD 88 Datum.

3. We will also set a baseline with a minimum of 2 project benchmarks to be utilized for design and construction purposes.

**TASK 2 – ECOLOGICAL SERVICES:**

1. We will conduct office research of existing available ecological data prior to site inspection to determine the potential for wetland habitats and endangered species for the subject parcel. We will also review current regulatory restraints as they relate to your parcel.

2. We will perform an environmental site inspection. The primary purpose of this inspection will be to determine the type, quality and approximate extent of any existing jurisdictional wetlands and surface water bodies within the subject parcel. All on-site wetlands will be identified in accordance with the wetlands delineation methodology outlined in Chapter 62-340 of the Florida Administrative Code and the 1987 *Corps of Engineers Wetlands Delineation Manual.* Wetlands and/or surface waters will be flagged and delineated in the field and approximate limits will be shown on a current aerial map.

3. As part of the Environmental Site Inspection, we will assess the site for its potential to be utilized or inhabited by threatened or endangered animal species such as the wood stork and gopher tortoises as follows:

    a. We will perform office research to determine the current regulations, restrictions and mapped habitat for Wood Storks. We will inspect the site for utilization by this species. If potential habitat exists onsite, we will map approximate boundary limits and provide permitting recommendations.
    b. During the field inspection, we will also assess the site for habitats suitable for Gopher Tortoise inhabitance and presence of the species on-site. Such indicators include habitat type, scat, trails and burrows. We will conduct random transects throughout the suitable habitat to determine species occupancy. This information will be utilized to provide an estimate of costs related to gopher tortoise permitting, formal surveys and extractions, if needed.
    c. We will perform office research on other species of special concern that are likely to utilize the habitats found within the property and inspect the parcel for their presence.

4. Once any wetland and surface water limits are established on the proposed plans and necessary impacts are calculated, we will complete impact analysis scores using the Uniform Mitigation Assessment Method (UMAM) to determine the amount of mitigation required to offset unavoidable impacts. We will consider available mitigation options and associated fees. Mitigation is expected to be required for unavoidable impacts to the existing surface water ditch and onsite wetlands. The surface water ditch is likely to be considered suitable foraging habitat for wading birds and is a jurisdictional body of water. Wetland mitigation will be dependent upon proposed baffle box location and existing quality of any onsite wetlands.

5. We will coordinate with the City to discuss any permitting concerns. An office meeting to discuss options and obtain directions to proceed is included, as well as other correspondence efforts.

6. We will coordinate with St. Johns River Water Management District (SJRWMD) and the US Army Corps of Engineers (ACOE) or Florida Department of Environmental Protection (FDEP) review staff to discuss the proposed project and impacts. This is intended to take place in the pre-application process, however, it may take place during permit application review depending on agency preference and workload.

7. We will complete UMAM scores for the mitigation option chosen by the City to demonstrate to regulatory staff that proposed mitigation adequately offsets unavoidable impacts. This includes mitigation bank or onsite mitigation proposals only. If offsite mitigation is selected by the City, additional services will be required for site assessments.

8. We will prepare and complete Environmental Resource Permit (ERP) Application Sections as required for applications that include work in/on/over/under wetlands or surface waters for State permitting.

9. We will submit a formal application package to ACOE or FDEP staff for permit review, depending on jurisdiction. We will coordinate with regulatory staff, respond to comments and make requested revisions to obtain the required Federal permit for proposed construction activities. This review process will also include coordination and comments from US Fish and Wildlife Service and/or National Marine Fisheries Service as applicable. These agencies must approve of the activities for ACOE or FDEP to proceed with permit issuance. Appropriate mitigation for species impacts could be required, depending on proposed impacts and avoidance efforts.

**TASK 3 - GEOTECHNICAL ENGINEERING SERVICES:**

1. Our Geotechnical Engineering subconsultant, Ardaman & Associates, Inc. (Ardaman) will perform subsurface testing as close as possible to the proposed location of the baffle box structure and will perform Geotechnical Engineering analysis of the subsurface conditions at the locations tested. Please refer to Exhibit B for a detailed scope of services, conditions and exclusions.

**TASK 4 - ENGINEERING SERVICES:**

1. Based on the results of the survey information for the baffle box installation site, and structure details/specifications provided by the baffle box manufacturer, we will prepare engineering documents for the proposed project. The plans will contain the following information:

    a. Existing conditions/demolition plan.
    b. Detailed dimension plan including a construction baseline with appropriate station/range information for horizontal construction of all structures, piping, sidewalks, curbing, etc.
    c. Detailed grading, paving and drainage plan with all proposed drainage structures and piping identified, along with appropriate elevations and slopes provided. Applicable grades will be included for pavement, sidewalks, driveways, etc., requiring reconstruction.
    d. Plan & Profile drawing showing longitudinal cross-section detail of the proposed piping and baffle box structure.
    e. Maintenance of Traffic (MOT) details (FDOT Standard Index Details). Note- a site specific MOT plan must be prepared by the contractor or their subcontractor and submitted to the City for review and approval.
    f. Site details appropriate to the project.

g. Baffle Box structure details and plan specifications will be added to our plan sets as separate sheets as provided by the structure manufacturer on their title block. These sheets must be certified by the manufacturer.
h. Erosion and sediment control notes and details. Note that this is NOT a SWPPP plan. If a SWPPP plan is required, the contractor is to provide the appropriate plans, as well as all required notices to FDEP.

2. We will submit plans to the City for staff review. We will revise the plans pursuant to staff comments and discussions and resubmit for final City staff approval.

3. It is anticipated that a paved driveway or apron will be required to provide maintenance access to the baffle box structure. Accordingly, this will be included in the project design.

4. We will prepare Technical Specifications (Division F) and a Bid Form to the City to be included in the City's Standard Project Specifications. The City will assemble a complete project specifications booklet to be incorporated into the construction documents for the project.

5. We will prepare a preliminary construction cost estimate for the project and submit it to the City for review and comment.

**TASK 5 - ASSUMPTIONS AND CONDITIONS:**

1. All application fees are the responsibility of the City.

2. Surveying services are limited to those identified herein.

3. Establishment of peak flows for pipe sizing associated with the baffle box, will be based on upstream (in the nearby vicinity of the proposed baffle box) contributing storm piping sizes connected to the existing ditch. Due to the limitation of the surveying services scope, stormwater calculations and modeling is not included. Should agency reviews require additional surveying and/or additional stormwater analysis, a contract addendum will be required for DRMP to perform these services.

4. Utility relocation design and/or permitting is not included.

5. Structural engineering, electrical engineering, landscape and/or irrigation design, is not included.

6. Consumptive Use permitting is not included and is the responsibility of the contractor.

7. Pre-construction groundwater background testing and dewatering testing during construction is not included and is the contractor's responsibility.

8. Bidding and Construction Administration Services are not included.

9. The City is to address all coordination needed with affected property owners.

10. All surveying services will meet or exceed the Florida Standards of Practice pursuant to Chapter 5J-17, F.A.C.

11. Formal wildlife surveys and permitting are not included. If required, a follow-up proposal will be prepared.

## II. *FEES (LUMP SUM)*

| | |
|---|---|
| **TASK 1- Surveying Services** | **$ 12,000.00** |
| **TASK 2- Ecological Services** | **$ 32,108.00** |
| **TASK 3 – Geotechnical Engineering Services** | **$ 4,700.00** |
| **TASK 4 - Engineering Services** | **$ 77,750.00** |
| **Total** | **$126,558.00** |

## III. *INVOICING PROCEDURES AND PAYMENT*

Invoicing for this project will be in accordance with the following schedule:
**DRMP, INC.** shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby **DRMP, INC.** will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.
It is hereby acknowledged that this TASK ORDER is an addendum to the master Continuing Contract for Professional Services dated October 14, 2025 and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.
Should you have any questions or comments regarding this proposal, please contact us at your convenience. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above-described services, please issue a TASK ORDER number and Notice to Proceed for this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

**DRMP, INC.**
Scott Nickle, VP

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

January 8, 2026
Proposal File No. 2623-004
Revised January 9, 2026

DRMP
100 Parnell Street
Merritt Island, FL 32953

Attention: Mr. Scott Nickle, VP

Subject: Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation
Proposed Baffle Box Structure
Riverview Park
Melbourne, Florida

Dear Mr. Nickle:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on information provided by the client, the proposed construction consists of a precast or poured in place concrete baffle block structure. For the purpose of this proposal, we have assumed that the size of the baffle box will not exceed 40' x 25' and that the depth to the bottom of the structure will not exceed 20 feet below existing ground surface next to the ditch.

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

## FIELD EXPLORATION

The requested field exploration program will include the following:

| Description | Number of Borings | Depth Below Ground Surface (feet) |
|---|---|---|
| Riverview Park Baffle Box Structure Location | 4 SPT | 25 |

The SPT borings will be drilled as close to the proposed structure location as we can access with truck-mounted drilling equipment. The borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief.

Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling

operation. Upon completion of drilling, the boreholes will be backfilled with soil cuttings.

## LABORATORY PROGRAM

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

## ENGINEERING ANALYSIS AND REPORT

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

## COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **$4,700.00** without prior authorization.

## CLOSURE

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

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

Very truly yours,
**ARDAMAN & ASSOCIATES, INC.**

Jason P. Manning, P.E.
Branch Manager

Ardaman & Associates, Inc.

## PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

### PROJECT INFORMATION:

Project Name Baffle Box Structure

Project Location Riverview Park, Melbourne, Florida

Proposal Number and Date 2623-004; revised January 9, 2026

Description of Services Subsurface Exploration

Estimated Fee **$4,700.00**

### PROPERTY OWNER IDENTIFICATION:

Name_____

Property Identification Number_____

Address_____

City/State_____ Zip Code_____ Phone_____

Attention_____ Title_____

### SPECIAL INSTRUCTIONS:

### PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s ("A&A") services, including but not limited to the services described in this Proposal.

### PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this_____ day of_____, 2026

_____
(Print or type individual, firm or corporate body name)

_____
(Signature of authorized representative)

_____
(Print or type name of authorized representative and title)

Revision 9 2022 – FL

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

**Compliance With Laws** - A&A shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, including all applicable anti-bribery and anti-fraud regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime

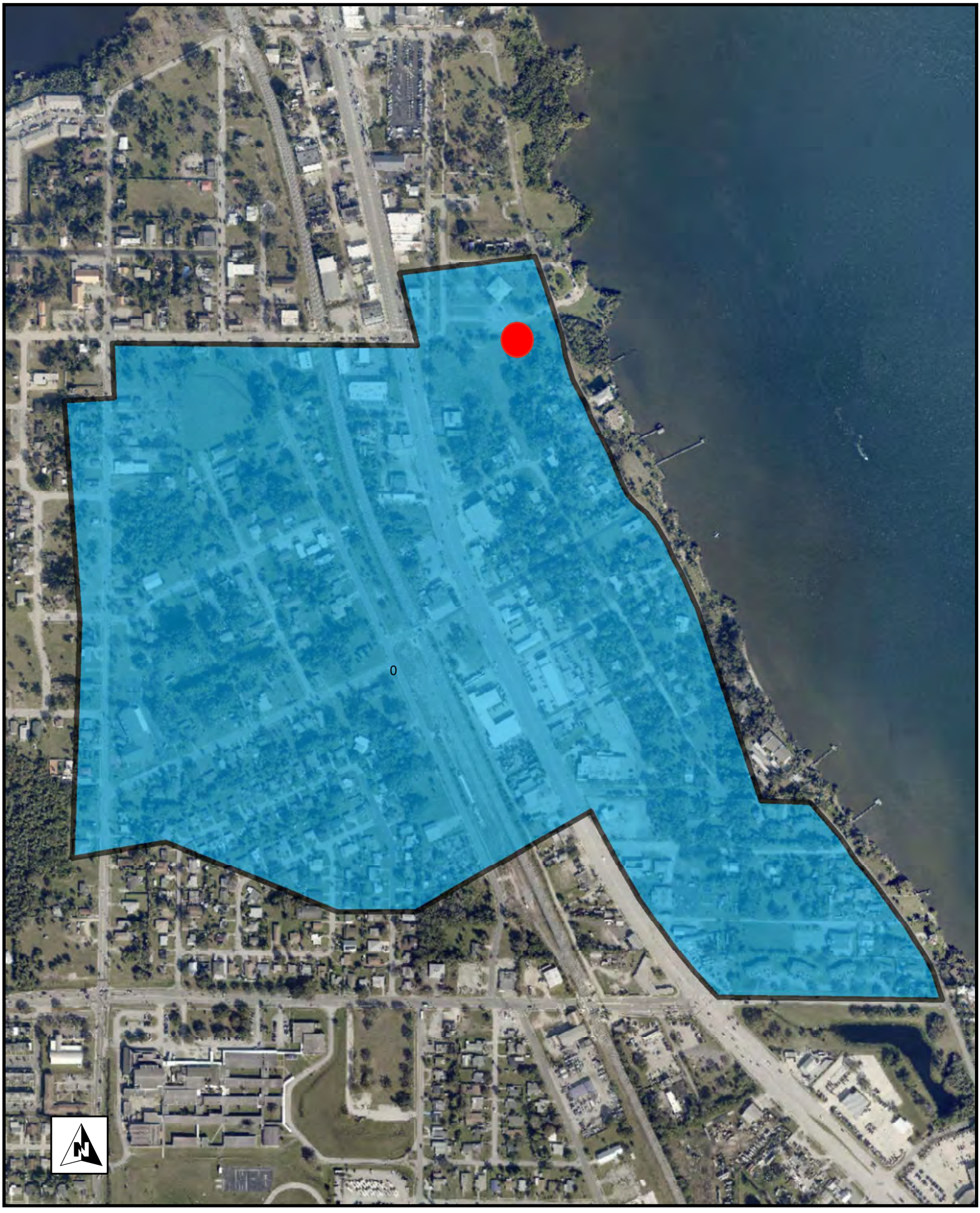
and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act, and other laws as may apply.

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

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

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

9/17/25






# Riverview Park Basin



City of Melbourne The Harbor City Engineering

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | Engineering |
| Presenter: | Dani Straub |
| Council District: | 3 |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.13. |

**Subject:**
Task Order No. DRMP-I-2025-004 to the Continuing Contract for Engineering Services with DRMP, Inc. for professional engineering services associated with the Melbourne Cemetery Baffle Box.

**Background/Consideration:**
This is a task order with DRMP, Inc. (DRMP) for Professional Engineering Services for environmental, ecological and engineering services for the Melbourne Cemetery Baffle Box.

Staff evaluated the ±92-acre drainage basin and determined that the existing outfall from the drainage basin was an optimum location for a baffle box due to the close proximity to the Indian River Lagoon. This project was submitted for and has received funding from the Save Our Indian River Lagoon (SOIRL) Trust Fund.

Installation of second-generation baffle boxes with biosorption activated media is one of many tools used to remove pollutants from the Indian River Lagoon. The City is required as part of the Indian River Lagoon Basin Management Action Plan to remove total nitrogen (TN) and total phosphorus (TP). This project has the potential to remove 606 pounds TN per year and 105 pounds TP per year.

The scope of services involves providing professional environmental, ecological and engineering services for the design and permitting of a second-generation baffle box. Bidding and construction administration is not included with this task order. The time for completion is 300 days from the Notice to Proceed.

The agenda materials provide details on the task order and describe the project scope.

**Fiscal/Budget Impact:**
Funding is available within the capital improvement project budget (Project No. 20124 - Melbourne Cemetery Baffle Box). The total design project budget is $325,000.

**Requested Action:**
Approval of Task Order No. DRMP-I-2025-004, Inc. of Merritt Island, FL, for the Melbourne Cemetery Baffle Box, Project No. 20124, in the amount of $127,750.00.

# Memorandum

**To:** Jenni Lamb, City Manager
Marla Keehen, Management & Budget Officer

**Thru:** James Ennis, City Engineer

**From:** J. Danielle Straub, Assistant City Engineer

**Date:** January 26, 2026

**Re:** Task Order No. DRMP-I-2025-004 to the Professional Engineering Services for the Melbourne Cemetery Baffle Box, Project No. 20124

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This is a task order with DRMP, Inc. (DRMP) for Professional Engineering Services for environmental, ecological and engineering services for the Melbourne Cemetery Baffle Box.

Staff evaluated the ±92-acre drainage basin and determined that the existing outfall from the drainage basin was an optimum location for a baffle box due to the close proximity to the Indian River Lagoon. This project was submitted for and has received funding from the Save Our Indian River Lagoon Trust Fund.

Installation of second generation baffle boxes with biosorption activated media is one of many tools used to remove pollutants from the Indian River Lagoon. The City is required as part of the Indian River Lagoon Basin Management Action Plan to remove total nitrogen (TN) and total phosphorus. This project has the potential to remove 606 pounds TN per year and 105 pounds TP per year.

**Scope of Services**
The scope of work involves providing professional environmental, ecological and engineering services for the design and permitting of a second generation baffle box. Construction administration will be done under a separate task order.

**Compensation and Schedule**
The work will be completed within 300 days from the Notice to Proceed. The fee for the scope of services shall not exceed $127,750.00. Adequate funding is available within this project budget (20124).

**Recommendation**
Recommend approval of Task Order No. DRMP-I-2025-004 in the amount of $127,750.00 to complete the scope of work as described.

TASK ORDER DRMP-I-2025-0004

DRMP PROJECT NO. 25-1112.P05
CITY PROJECT NO. 20124

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

This Task Order made and entered into this ____ day of _____, 2026 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES, dated October 14, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for the **Melbourne Cemetery Baffle Box**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 300 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **$127,750.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES.

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

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the

subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2026.

Approved by City Engineer
as to content:

James Ennis, PE, PMP

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

Jenni Lamb, PE, City Manager

ATTEST:

Kevin McKeown, City Clerk
(SEAL)

DRMP, INC.

Scott Nickle, Vice President

DRMP

100 Parnell Street, Suite A, Merritt Island FL 32953
Phone: 321.453.0010 | Fax: 321.454.6885

**Exhibit "A"**
**SCOPE OF SERVICES FOR**
**MELBOURNE CEMETERY BAFFLE BOX**
**TASK ORDER DRMP-I-2025-0004**
**DRMP PROJECT NO: 25-1112.P05**
**CITY PROJECT NO: 20124**

DRMP, INC. (DRMP) is pleased to present this task order proposal for professional surveying, ecological, geotechnical, and engineering consulting services relating to the above-mentioned project. The project area lies within the 80-foot-wide Road, Utility and Drainage easement as recorded in O.R. Book 873 Page 1942 Brevard County Public Records and within the City of Melbourne. The proposed baffle box will be located approximately 300 feet north of Hibiscus Boulevard, along the west side of the Melbourne Cemetery, all lying in Section 34, Township 27 South, Range 37 East. Currently upstream stormwater runoff within this drainage basin is conveyed via surface runoff into open and closed drainage systems consisting of drainage inlets and piping, ultimately discharging downstream to the north and then east, directly into the Indian River Lagoon. The proposed project consists of constructing a 2nd generation baffle box filtration structure to improve water quality discharge.

The baffle box structure design will be performed by the City's supplier, and a City consultant will provide them with projected contributing flow rates for a 10-year and 25-year storm event from the upstream basin at the proposed baffle box location, based upon field measurements of the ditch flow.

Geotechnical engineering analysis services will be performed by Ardaman & Associates, Inc. (Ardaman).

Our services (excluding agency reviews) will be completed within 300 days from approval of this project task order.

***Based on this information, we propose providing the following specific scope of services in a timely fashion:***

## *I. SCOPE OF SERVICES*

### TASK 1 - SURVEYING SERVICES:

1. We will complete a boundary survey of the 80 foot wide Road, Utility and Drainage Easement based on OR Book 873 Page 1042 per Brevard County Public Records. This service will include setting or flagging points on the easement lines for a 300 foot long project site and lying 300 feet north of Hibiscus Blvd. The survey will be based on NAD 83 Florida State Plane Coordinate System East Zone 2009 adjustment (NAD83/'09). We will provide one drawing of the entire project area on our standard 24"x36" format.

2. We will provide topographic information of the project site of approximately 300 feet x 300 feet. This information will include elevations of the existing drainage ditch and location of any above ground utilities or improvements. We will call for utility locates and provide field location of all identified underground utilities for the project limits, based on field marking by the utility companies (to be verified prior to construction by the contractor). Elevations will be based on the NAVD 88 Datum.

3. We will also set a baseline with a minimum of 2 project benchmarks to be utilized for design and construction purposes.

**TASK 2- ECOLOGICAL SERVICES:**

1. We will conduct office research of existing available ecological data prior to site inspection to determine the potential for wetland habitats and endangered species for the subject parcel. We will also review current regulatory restraints as they relate to your parcel.

2. We will perform an environmental site inspection. The primary purpose of this inspection will be to determine the type, quality and approximate extent of any existing jurisdictional wetlands and surface water bodies within the subject parcel. All on-site wetlands will be identified in accordance with the wetlands delineation methodology outlined in Chapter 62-340 of the Florida Administrative Code and the 1987 *Corps of Engineers Wetlands Delineation Manual.* Wetlands and/or surface waters will be flagged and delineated in the field and approximate limits will be shown on a current aerial map.

3. As part of the Environmental Site Inspection, we will assess the site for its <u>potential</u> to be utilized or inhabited by threatened or endangered animal species such as the wood stork and gopher tortoises as follows:

    a. We will perform office research to determine the current regulations, restrictions and mapped habitat for Wood Storks. We will inspect the site for utilization by this species. If potential habitat exist onsite, we will map approximate boundary limits and provide permitting recommendations.
    b. During the field inspection, we will also assess the site for habitats suitable for Gopher Tortoise inhabitance and presence of the species on-site. Such indicators include habitat type, scat, trails and burrows. We will conduct random transects throughout the suitable habitat to determine species occupancy. This information will be utilized to provide an estimate for costs related to gopher tortoise permitting, formal surveys and extractions, if needed.
    c. We will perform office research on other species of special concern that are likely to utilize the habitats found within the property and inspect the parcel for their presence.

4. Once wetland and surface water limits are established on the proposed plans and necessary impacts are calculated, we will complete impact analysis scores using the Uniform Mitigation Assessment Method (UMAM) to determine the amount of mitigation required to offset unavoidable impacts. We will consider available mitigation options and associated fees. Mitigation is expected to be required for unavoidable impacts to the existing surface water ditch and onsite wetlands. The surface water ditch is likely to be considered suitable foraging habitat for wading birds and is a jurisdictional body of water. Wetland mitigation will be dependent upon proposed baffle box location and existing quality of any onsite wetlands.

5. We will coordinate with the City to discuss any permitting concerns. An office meeting to discuss options and obtain directions to proceed is included, as well as other correspondence efforts.

6. We will coordinate with St. Johns River Water Management District (SJRWMD) and the US Army Corps of Engineers (ACOE) or Florida Department of Environmental Protection (FDEP) review staff to discuss the proposed project and impacts. This is intended to take place in the pre-application process, however, it may take place during permit application review depending on agency preference and workload.

7. We will complete UMAM scores for the mitigation option chosen by the City to demonstrate to regulatory staff that proposed mitigation adequately offsets unavoidable impacts. This includes mitigation bank or onsite mitigation proposals only. If offsite mitigation is selected by the City, additional services will be required for site assessments.

8. We will prepare and complete Environmental Resource Permit (ERP) Application Sections as required for applications that include work in/on/over/under wetlands or surface waters for State permitting.

9. We will submit a formal application package to ACOE or FDEP staff for permit review, depending on jurisdiction. We will coordinate with regulatory staff, respond to comments and make requested revisions, to obtain the required Federal permit for proposed construction activities. This review process will also include coordination and comments from US Fish and Wildlife Service and/or National Marine Fisheries Service as applicable. These agencies must approve of the activities for ACOE or FDEP to proceed with permit issuance. Appropriate mitigation for species impacts could be required, depending on proposed impacts and avoidance efforts.

**TASK 3 - GEOTECHNICAL ENGINEERING SERVICES:**

1. Our Geotechnical Engineering subconsultant, Ardaman & Associates, Inc. (Ardaman) will perform subsurface testing at the proposed location of the baffle box structure and will perform Geotechnical Engineering analysis of the subsurface conditions at the location tested. Please refer to Exhibit B for a detailed scope of services, conditions and exclusions.

**TASK 4 - ENGINEERING SERVICES:**

1. Based on the results of the survey information for the baffle box installation site, and structure details/specifications provided by the baffle box manufacturer, we will prepare engineering documents for the proposed project. The plans will contain the following information:

    a. Existing conditions/demolition plan.
    b. Detailed dimension plan including a construction baseline with appropriate station/range information for horizontal construction of all structures, piping, sidewalks, curbing, etc.
    c. Detailed grading, paving and drainage plan with all proposed drainage structures and piping identified, along with appropriate elevations and slopes provided. Applicable grades will be included for pavement, sidewalks, driveways, etc., requiring reconstruction.
    d. Plan & Profile drawing showing longitudinal cross-section detail of the proposed piping and baffle box structure.
    e. Maintenance of Traffic (MOT) details (FDOT Standard Index Details). Note – a site-specific MOT plan must be prepared by the contractor or their representative and submitted to the City for review and approval.
    f. Site details appropriate to the project.
    g. Baffle Box structure details and plan specifications will be added to the plan sets as separate sheets as provided by the structure manufacturer on their title block. These sheets must be certified by the manufacturer.
    h. Erosion and sediment control notes and details. Note that this is NOT a SWPPP plan. If a SWPPP plan is required, the contractor is to provide the appropriate plans, as well as all required notices to FDEP.

2. We will submit plans to the City for staff review. We will revise the plans pursuant to staff comments and discussions and resubmit for final City staff approval.

3. It is anticipated that a paved driveway or apron will be required to provide maintenance access to the baffle box structure. Accordingly, this will be included in the project design.

4. We will prepare Technical Specifications (Division F) and a Bid Form to the City to be included in the City's Standard Project Specifications. The City will assemble a complete project specifications booklet to be incorporated into the construction documents for the project.

5. We will prepare a preliminary construction cost estimate for the project and submit it to the City for review and comment.

## *II. ASSUMPTIONS AND CONDITIONS*

1. All application fees are the responsibility of the City.

2. Surveying services are limited to those identified herein.

3. Elevations shall be based on NAVD '88 Datum.

4. Establishment of peak flows for the design storm event will be performed by the City's consultant and must include peak flow results for a 10-year and 25-year storm event. Pipe sizing associated with the baffle box structure will be based upon these results and in the absence of peak flow information for the existing ditch, we will estimate nearby (closest to the baffle box) upstream existing drainage piping capacity to determine proposed baffle box pipe sizing. Due to the limitation of the surveying services scope, stormwater calculations and modeling are not included. Should agency reviews require additional surveying and/or additional stormwater analysis, the City's consultant is to address all agency stormwater related comments.

5. Utility relocation design and/or permitting is not included.

6. Structural engineering, electrical engineering, landscape and/or irrigation design, are not included.

7. Consumptive Use permitting is not included and is the responsibility of the contractor.

8. Pre-construction groundwater background testing and dewatering testing during construction is not included and is the contractor's responsibility.

9. Bidding and Construction Administration Services are not included.

10. The existing drainage ditch is located adjacent to the parcel owned by Health First. The City is to address all coordination needed with affected property owners.

11. All surveying services will meet or exceed the Florida Standards of Practice pursuant to Chapter 5J-17, F.A.C.

## III. *FEES (LUMP SUM)*

| | |
|---|---|
| **TASK 1 - Surveying Services** | **$ 15,050.00** |
| **TASK 2- Ecological Services** | **$ 28,500.00** |
| **TASK 3 - Geotechnical Engineering Services** | **$ 4,700.00** |
| **TASK 4 - Engineering Services** | **$ 79,500.00** |
| **Total** | **$127,750.00** |

## IV. *INVOICING PROCEDURES AND PAYMENT*

Invoicing for this project will be in accordance with the following schedule:

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

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

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

Sincerely,

**DRMP, INC.**
Scott Nickle, VP

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

January 9, 2026
Proposal File No. 2623-004

DRMP
100 Parnell Street
Merritt Island, FL 32953

Attention: Mr. Scott Nickle, VP

Subject: Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation
Proposed Baffle Box Structure
Melbourne Cemetery
Melbourne, Florida

Dear Mr. Nickle:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on information provided by the client, the proposed construction consists of a precast or poured in place concrete baffle block structure. For the purpose of this proposal, we have assumed that the size of the baffle box will not exceed 40' x 25' and that the depth to the bottom of the structure will not exceed 20 feet below existing ground surface next to the ditch.

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

## FIELD EXPLORATION

The requested field exploration program will include the following:

| Description | Number of Borings | Depth Below Ground Surface (feet) |
|---|---|---|
| Melbourne Cemetery Baffle Box Structure Location | 4 SPT | 25 |

The SPT borings will be drilled as close to the proposed structure location as we can access with truck-mounted drilling equipment. The borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief.

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

## LABORATORY PROGRAM

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

## ENGINEERING ANALYSIS AND REPORT

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

## COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **$4,700.00** without prior authorization.

## CLOSURE

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

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

Very truly yours,
**ARDAMAN & ASSOCIATES, INC.**

Jason P. Manning, P.E.
Branch Manager

Ardaman
& Associates, Inc.

## PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

**PROJECT INFORMATION:**

Project Name Baffle Box Structure
Project Location Melbourne Cemetery, Melbourne, Florida
Proposal Number and Date 2623-004; dated January 9, 2026
Description of Services Subsurface Exploration
Estimated Fee **$4,700.00**

**PROPERTY OWNER IDENTIFICATION:**

Name_____
Property Identification Number_____
Address_____
City/State_____ Zip Code_____ Phone_____
Attention_____ Title_____

**SPECIAL INSTRUCTIONS:**

**PAYMENT TERMS:**

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s ("A&A") services, including but not limited to the services described in this Proposal.

**PROPOSAL ACCEPTANCE:**

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this_____ day of_____, 2026

_____
(Print or type individual, firm or corporate body name)

_____
(Signature of authorized representative)

_____
(Print or type name of authorized representative and title)

Revision 9 2022 – FL

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

**Compliance With Laws** - A&A shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, including all applicable anti-bribery and anti-fraud regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime

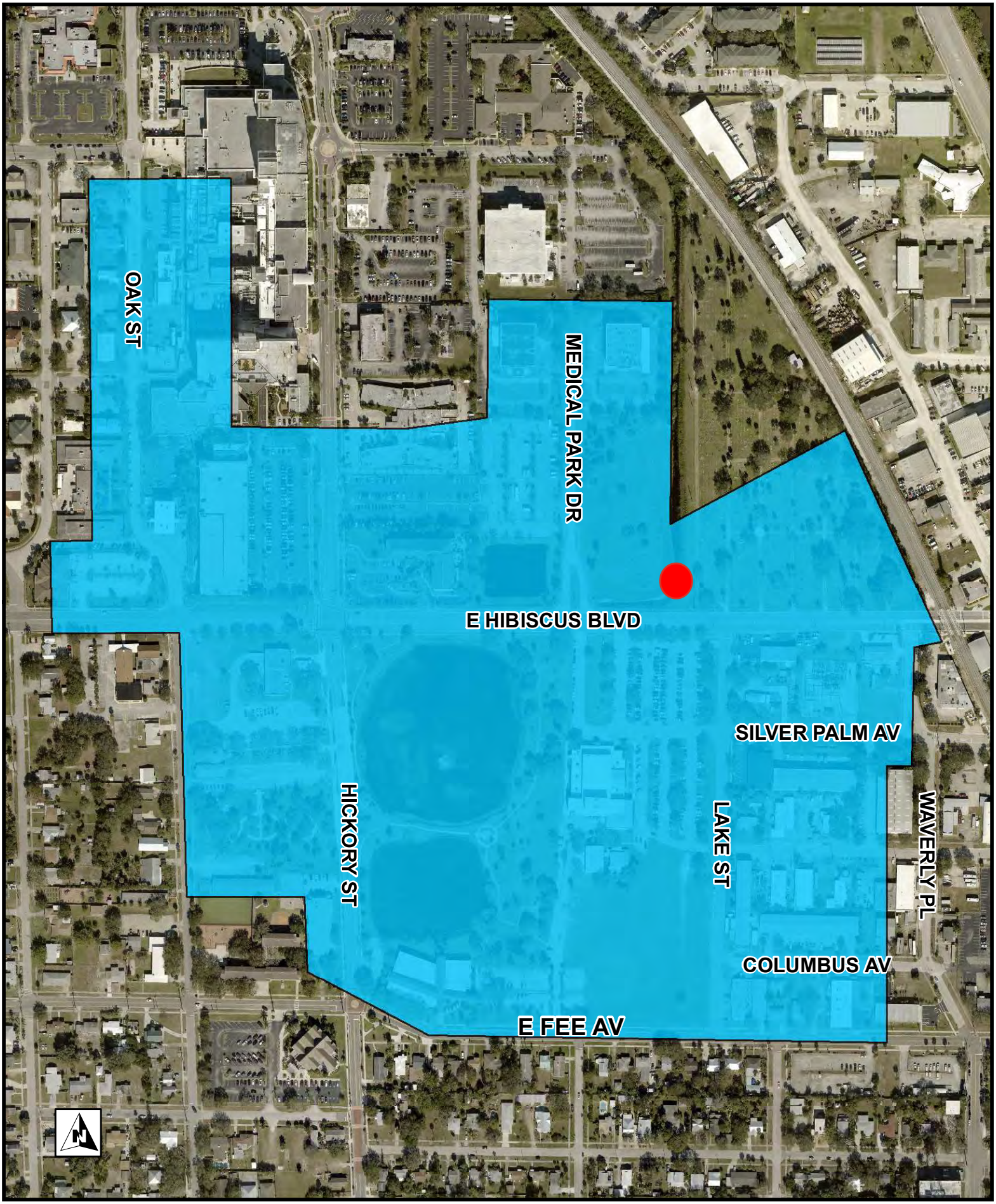
and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act, and other laws as may apply.

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

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

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

9/17/25




# Cemetery Basin Exhibit

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | Engineering |
| Presenter: | Dani Straub |
| Council District: | 3 |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.14. |

**Subject:**
Task Order No. DRMP-I-2025-005 to the Continuing Contract for Engineering Services with DRMP, Inc. for professional engineering services associated with the Line Street Cemetery Baffle Box.

**Background/Consideration:**
This is a task order with DRMP, Inc. (DRMP) for Professional Engineering Services for environmental, ecological and engineering services for the Line Street Cemetery Baffle Box.

Staff evaluated the ±113-acre drainage basin and determined that the existing outfall from the drainage basin was an optimum location for a baffle box due to the close proximity to the Indian River Lagoon. This project was submitted for and has received funding from the Save Our Indian River Lagoon Trust Fund.

Installation of second-generation baffle boxes with biosorption activated media is one of many tools used to remove pollutants from the Indian River Lagoon. The City is required as part of the Indian River Lagoon Basin Management Action Plan to remove total nitrogen (TN) and total phosphorus (TP). This project has the potential to remove 770 pounds TN per year and 122 pounds TP per year.

The scope of services involves providing professional environmental, ecological and engineering services for the design and permitting of a second-generation baffle box. Bidding and construction administration is not included with this task order. The time for completion is 300 days from the Notice to Proceed.

The agenda materials provide details on the task order and describe the project scope.

**Fiscal/Budget Impact:**
Funding is available within the capital improvement project budget (Project No. 20224 - Line Street Cemetery Baffle Box). The total design project budget is $364,420.

**Requested Action:**
Approval of Task Order No. DRMP-I-2025-005, Inc. of Merritt Island, FL, for the Line Street Cemetery Baffle Box, Project No. 20224, in the amount of $121,050.

# Memorandum

**To:** Jenni Lamb, City Manager
Marla Keehen, Management & Budget Officer

**Thru:** James Ennis, City Engineer

**From:** J. Danielle Straub, Assistant City Engineer

**Date:** January 26, 2026

**Re:** Task Order No. DRMP-I-2025-005 to the Professional Engineering Services for the Line Street Cemetery Baffle Box, Project No. 20224

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This is a task order with DRMP, Inc. (DRMP) for Professional Engineering Services for environmental, ecological and engineering services for the Line Street Cemetery Baffle Box.

Staff evaluated the ±113-acre drainage basin and determined that the existing outfall from the drainage basin was an optimum location for a baffle box due to the close proximity to the Indian River Lagoon. This project was submitted for and has received funding from the Save Our Indian River Lagoon Trust Fund.

Installation of second generation baffle boxes with biosorption activated media is one of many tools used to remove pollutants from the Indian River Lagoon. The City is required as part of the Indian River Lagoon Basin Management Action Plan to remove total nitrogen (TN) and total phosphorus. This project has the potential to remove 770 pounds TN per year and 122 pounds TP per year.

**Scope of Services**
The scope of work involves providing professional environmental, ecological and engineering services for the design and permitting of a second generation baffle box. Construction administration will be done under a separate task order.

**Compensation and Schedule**
The work will be completed within 300 days from the Notice to Proceed. The fee for the scope of services shall not exceed $121,050.00. Adequate funding is available within this project budget (20224).

**Recommendation**
Recommend approval of Task Order No. DRMP-I-2025-005 in the amount of $121,050.00 to complete the scope of work as described.

TASK ORDER DRMP-I-2025-0005

DRMP PROJECT NO. 25-1112.P03
CITY PROJECT NO. 20224

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

This Task Order made and entered into this ____ day of _____, 2026 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES, dated October 14, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for the **Line Street Cemetery Baffle Box**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 300 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **$121,050.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES.

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

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the

subject matter, City project number and basis on which the invoice was prepared. Invoices shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2026.

Approved by City Engineer
as to content:

James Ennis, PE, PMP

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

Jenni Lamb, PE, City Manager

ATTEST:

Kevin McKeown, City Clerk
(SEAL)

DRMP, INC.

Scott Nickle, Vice President

DRMP

100 Parnell Street, Suite A, Merritt Island FL 32953
Phone: 321.453.0010 | Fax: 321.454.6885

**Exhibit "A"**
**SCOPE OF SERVICES FOR**
**LINE STREET CEMETERY BAFFLE BOX**
**TASK ORDER NO: DRMP-I-2025-0005**
**DRMP PROJECT NO: 25-1112.P03**
**CITY PROJECT NO: 20224**

DRMP, INC. (DRMP) is pleased to present this task order proposal for professional surveying and engineering consulting services relating to the above-mentioned project. The project area lies within a City of Melbourne parcel located at the southeast corner of WH Jackson Street and Canal Street (tax account 281746). The proposed baffle box will be located within the city-owned parcel, in-line with an existing drainage ditch. Currently, upstream stormwater runoff with the 113 acre (+/-) contributing drainage basin is conveyed via surface runoff into open and closed drainage systems consisting of drainage inlets and pipes. Collected runoff is conveyed to the ditch before ultimately discharging into the Indian River Lagoon. The proposed project consists of constructing a 2nd generation baffle box filtration system to improve water quality discharge, and modifications to the existing drainage system adjacent to the proposed baffle box.

The baffle box structure design will be performed by the City's supplier, and a City consultant will provide them with projected contributing flow rates for a 25-year storm event from the upstream basin at the proposed baffle box location, based upon field measurements of the ditch flow measurements.

Geotechnical engineering analysis services will be performed by Ardaman & Associates, Inc. (Ardaman).

Our services (excluding agency reviews) will be completed within 300 days from approval of this project task order.

***Based on this information, we will provide the following specific scope of services in a timely fashion:***

## *I. SCOPE OF SERVICES*

**TASK 1- SURVEYING SERVICES:**

1. We will re-flag the right-of-way line of WH Jackson Street and the west line of Tax Parcel 772 (City of Melbourne Pond). The survey will be based on NAD 83 Florida State Plane Coordinate System East Zone 2009 adjustment (NAD83/'09). We will provide one drawing of the entire project area on our standard 24" x "36 format.

2. We will obtain any additional topographic information of the project site as required by the engineer. This information may include elevations of the existing drainage ditch and location of any above group utilities or improvements. We will call for utility locates and provide field location of all identified underground utilities for the project limits, based on field markings by the utility companies (to be verified prior to construction by the contractor). Elevations will be based on NAVD 88 Datum.

3. We will also set a baseline with a minimum of 2 project benchmarks to be utilized for design and construction purposes.

**TASK 2- ECOLOGICAL SERVICES:**

1. We will conduct office research of existing available ecological data prior to site inspection to determine the potential for wetland habitats and endangered species for the subject parcel. We will also review current regulatory restraints as they relate to your parcel.

2. We will perform an environmental site inspection. The primary purpose of this inspection will be to determine the type, quality and approximate extent of any existing jurisdictional wetlands and surface water bodies within the subject parcel. All on-site wetlands will be identified in accordance with the wetlands delineation methodology outlined in Chapter 62-340 of the Florida Administrative Code and the 1987 *Corps of Engineers Wetlands Delineation Manual.* Wetlands and/or surface waters will be flagged and delineated in the field and approximate limits will be shown on a current aerial map.

3. As part of the Environmental Site Inspection, we will assess the site for its potential to be utilized or inhabited by threatened or endangered animal species such as the wood stork and gopher tortoises as follows:

    a. We will perform office research to determine the current regulations, restrictions and mapped habitat for Wood Storks. We will inspect the site for utilization by this species. If potential habitat exists onsite, we will map approximate boundary limits and provide permitting recommendations.
    b. During the field inspection, we will also assess the site for habitats suitable for Gopher Tortoise inhabitance and presence of the species on-site. Such indicators include habitat type, scat, trails and burrows. We will conduct random transects throughout the suitable habitat to determine species occupancy. This information will be utilized to provide an estimate of costs related to gopher tortoise permitting, formal surveys and extractions, if needed.
    c. We will perform office research on other species of special concern that are likely to utilize the habitats found within the property and inspect the parcel for their presence.

4. Once any wetland and surface water limits are established on the proposed plans and necessary impacts are calculated, we will complete impact analysis scores using the Uniform Mitigation Assessment Method (UMAM) to determine the amount of mitigation required to offset unavoidable impacts. We will consider available mitigation options and associated fees. Mitigation is expected to be required for unavoidable impacts to the existing surface water ditch and onsite wetlands. The surface water ditch is likely to be considered suitable foraging habitat for wading birds and is a jurisdictional body of water. Wetland mitigation will be dependent upon proposed baffle box location and existing quality of any onsite wetlands.

5. We will coordinate with the City to discuss any permitting concerns. An office meeting to discuss options and obtain directions to proceed is included, as well as other correspondence efforts.

6. We will coordinate with St. Johns River Water Management District (SJRWMD) and the US Army Corps of Engineers (ACOE) or Florida Department of Environmental Protection (FDEP)

review staff to discuss the proposed project and impacts. This is intended to take place in the pre-application process, however, may take place during permit application review depending on agency preference and workload.

7. We will complete UMAM scores for the mitigation option chosen by the City to demonstrate to regulatory staff that proposed mitigation adequately offsets unavoidable impacts. This includes mitigation bank or onsite mitigation proposals only. If offsite mitigation is selected by the City, additional services will be required for site assessments.

8. We will prepare and complete Environmental Resource Permit (ERP) Application Sections as required for applications that include work in/on/over/under wetlands or surface waters for State permitting.

9. We will submit a formal application package to ACOE or FDEP staff for permit review, depending on jurisdiction. We will coordinate with regulatory staff, respond to comments and make requested revisions, to obtain the required Federal permit for proposed construction activities. This review process will also include coordination and comments from US Fish and Wildlife Service and/or National Marine Fisheries Service as applicable. These agencies must approve of the activities for ACOE or FDEP to proceed with permit issuance. Appropriate mitigation for species impacts could be required, depending on proposed impacts and avoidance efforts.

**TASK 3 - GEOTECHNICAL ENGINEERING SERVICES:**

1. Our Geotechnical Engineering subconsultant, Ardaman & Associates, Inc. (Ardaman) will perform subsurface testing as close as possible to the proposed location of the baffle box structure and will perform Geotechnical Engineering analysis of the subsurface conditions at the locations tested. Please refer to Exhibit B for a detailed scope of services, conditions and exclusions.

**TASK 4 - ENGINEERING SERVICES:**

1. Based on the results of the survey information for the baffle box installation site, and structure details/specifications provided by the baffle box manufacturer, we will prepare engineering documents for the proposed project. The plans will contain the following information:

    a. Existing conditions/demolition plan.
    b. Detailed dimension plan including a construction baseline with appropriate station/range information for horizontal construction of all structures, piping, sidewalks, curbing, etc.
    c. Detailed grading, paving and drainage plan with all proposed drainage structures and piping identified, along with appropriate elevations and slopes provided. Applicable grades will be included for pavement, sidewalks, driveways, etc., requiring reconstruction.
    d. Plan & Profile drawing showing longitudinal cross-section detail of the proposed piping and baffle box structure.

e. Maintenance of Traffic (MOT) details (FDOT Standard Index Details). Note – a site-specific MOT plan must be prepared by the contractor or their representative and submitted to the City for review and approval.
f. Site details appropriate to the project.
g. Baffle Box structure details and plan specifications will be added to the plan sets as separate sheets as provided by the structure manufacturer on their title block. These sheets must be certified by the manufacturer.
h. Erosion and sediment control notes and details. Note that this is NOT a SWPPP plan. If a SWPPP plan is required, the contractor is to provide the appropriate plans, as well as all required notices to FDEP.

2. We will submit plans to the City for staff review. We will revise the plans pursuant to staff comments and discussions and resubmit for final City staff approval.

3. It is anticipated that a paved driveway or apron will be required to provide maintenance access to the baffle box structure. Accordingly, this will be included in the project design.

4. We will prepare Technical Specifications (Division F) and a Bid Form to the City to be included in the City's Standard Project Specifications. The City will assemble a complete project specifications booklet to be incorporated into the construction documents for the project.

5. We will prepare a preliminary construction cost estimate for the project and submit it to the City for review and comment.

## *II. ASSUMPTIONS AND CONDITIONS*

1. All application fees are the responsibility of the City.

2. Surveying services are limited to those identified herein.

3. Establishment of peak flows for the design storm event will be performed by the City's consultant and must include peak flow results for a 10-year and 25-year storm event. Pipe sizing associated with the baffle box structure will be based upon these results and in the absence of peak flow information for the existing ditch, we will estimate nearby (closest to the baffle box) upstream existing drainage piping capacity to determine proposed baffle box pipe sizing. Due to the limitation of the surveying services scope, stormwater calculations and modeling is not included. Should agency reviews require additional surveying and/or additional stormwater analysis, the City's consultant is to address all agency stormwater related comments.

4. Utility relocation design and/or permitting is not included.

5. Structural engineering, electrical engineering, landscape and/or irrigation design, is not included.

6. Consumptive Use permitting is not included and is the responsibility of the contractor.

7. Pre-construction groundwater background testing and dewatering testing during construction is not included and is the contractor's responsibility.

8. Bidding and Construction Administration Services are not included.

9. All surveying services will meet or exceed the Florida Standards of Practice pursuant to Chapter 5J-17, F.A.C.

## *III. FEES (LUMP SUM)*

| | |
|---|---|
| **TASK 1 - Surveying Services** | **$ 9,350.00** |
| **TASK 2 - Ecological Services** | **$ 28,500.00** |
| **TASK 3 – Geotechnical Engineering Services** | **$ 4,700.00** |
| **TASK 4 – Engineering Services** | **$ 78,500.00** |
| **Total** | **$ 121,050.00** |

## *IV. INVOICING PROCEDURES AND PAYMENT*

Invoicing for this project will be in accordance with the following schedule:
**DRMP, INC.** shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby **DRMP, INC.** will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period.
It is hereby acknowledged that this TASK ORDER is an addendum to the master Continuing Contract for Professional Services dated October 14, 2025 and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.
Should you have any questions or comments regarding this proposal, please contact us at your convenience. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above-described services, please issue a TASK ORDER number and Notice to Proceed for this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.

Sincerely,

**DRMP, INC.**
Scott Nickle, VP

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

January 9, 2026
Proposal File No. 2623-004

DRMP
100 Parnell Street
Merritt Island, FL 32953

Attention: Mr. Scott Nickle, VP

Subject: Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation
Proposed Baffle Box Structure
Line Street Cemetery
Melbourne, Florida

Dear Mr. Nickle:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on information provided by the client, the proposed construction consists of a precast or poured in place concrete baffle block structure. For the purpose of this proposal, we have assumed that the size of the baffle box will not exceed 40' x 25' and that the depth to the bottom of the structure will not exceed 20 feet below existing ground surface next to the ditch.

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

## FIELD EXPLORATION

The requested field exploration program will include the following:

| Description | Number of Borings | Depth Below Ground Surface (feet) |
|---|---|---|
| Line Street Cemetery Baffle Box Structure Location | 4 SPT | 25 |

The SPT borings will be drilled as close to the proposed structure location as we can access with truck-mounted drilling equipment. The borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief.

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

## LABORATORY PROGRAM

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

## ENGINEERING ANALYSIS AND REPORT

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

## COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **$4,700.00** without prior authorization.

## CLOSURE

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

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

Very truly yours,
**ARDAMAN & ASSOCIATES, INC.**

Jason P. Manning, P.E.
Branch Manager

Ardaman & Associates, Inc.

## PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

### PROJECT INFORMATION:

Project Name Baffle Box Structure

Project Location Line Street Cemetery, Melbourne, Florida

Proposal Number and Date 2623-004; dated January 9, 2026

Description of Services Subsurface Exploration

Estimated Fee **$4,700.00**

### PROPERTY OWNER IDENTIFICATION:

Name_____

Property Identification Number_____

Address_____

City/State_____ Zip Code_____ Phone_____

Attention_____ Title_____

### SPECIAL INSTRUCTIONS:

### PAYMENT TERMS:

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s ("A&A") services, including but not limited to the services described in this Proposal.

### PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this_____ day of_____, 2026

_____
(Print or type individual, firm or corporate body name)

_____
(Signature of authorized representative)

_____
(Print or type name of authorized representative and title)

Revision 9 2022 – FL

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

**Compliance With Laws** - A&A shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, including all applicable anti-bribery and anti-fraud regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime

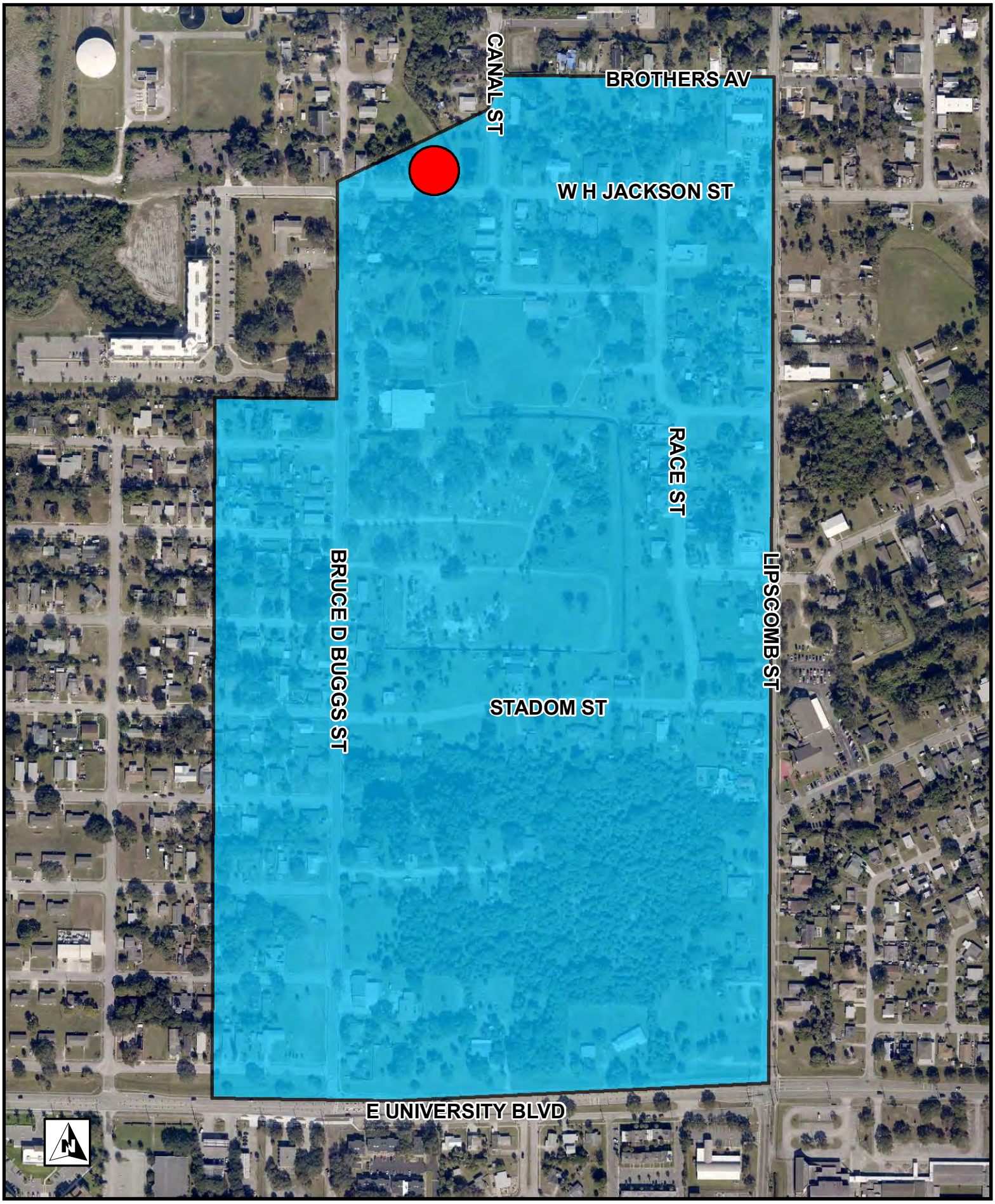
and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act, and other laws as may apply.

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

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

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

9/17/25




# Line Street Cemetery Basin Exhibit

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | Engineering |
| Presenter: | Dani Straub |
| Council District: | 3 |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.15. |

**Subject:**
Task Order No. DRMP-I-2025-006 to the Continuing Contract for Engineering Services with DRMP, Inc. for professional engineering services associated with the Darrow Avenue Baffle Box.

**Background/Consideration:**
This is a task order with DRMP, Inc. (DRMP) for Professional Engineering Services for environmental, ecological and engineering services for the Darrow Avenue Baffle Box.

Staff evaluated the ±58-acre drainage basin and determined that the existing outfall from the drainage basin was an optimum location for a baffle box due to the close proximity to the Indian River Lagoon. This project was submitted for and has received funding from the Save Our Indian River Lagoon (SOIRL) Trust Fund.

Installation of second-generation baffle boxes with biosorption activated media is one of many tools used to remove pollutants from the Indian River Lagoon. The City is required as part of the Indian River Lagoon Basin Management Action Plan to remove total nitrogen (TN) and total phosphorus (TP). This project has the potential to remove 536 pounds TN per year and 87 pounds TP per year.

The scope of services involves providing professional environmental, ecological and engineering services for the design and permitting of a second-generation baffle box. Bidding and construction administration are not included with this task order. Time for completion is 300 days from Notice to Proceed.

The agenda materials provide details on the task order and describe the project scope.

**Fiscal/Budget Impact:**
Funding is available within the capital improvement project budget (Project No. 20424 - Darrow Avenue Baffle Box). The total project budget is $850,000.

**Requested Action:**
Approval of Task Order No. DRMP-I-2025-006, to DRMP, Inc. of Merritt Island, FL, for the Darrow Avenue Baffle Box, Project No. 20424, in the amount of $128,800.

# Memorandum

**To:** Jenni Lamb, City Manager
Marla Keehen, Management & Budget Officer

**Thru:** James Ennis, City Engineer

**From:** J. Danielle Straub, Assistant City Engineer

**Date:** January 26, 2026

**Re:** Task Order No. DRMP-I-2025-006 to the Professional Engineering Services for the Darrow Avenue Baffle Box, Project No. 20424

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This is a task order with DRMP, Inc. (DRMP) for Professional Engineering Services for environmental, ecological and engineering services for the Darrow Avenue Baffle Box.

Staff evaluated the ±58-acre drainage basin and determined that the existing outfall from the drainage basin was an optimum location for a baffle box due to the close proximity to the Indian River Lagoon. This project was submitted for and has received funding from the Save Our Indian River Lagoon Trust Fund.

Installation of second generation baffle boxes with biosorption activated media is one of many tools used to remove pollutants from the Indian River Lagoon. The City is required as part of the Indian River Lagoon Basin Management Action Plan to remove total nitrogen (TN) and total phosphorus. This project has the potential to remove 536 pounds TN per year and 87 pounds TP per year.

**Scope of Services**
The scope of work involves providing professional environmental, ecological and engineering services for the design and permitting of a second generation baffle box. Construction administration will be done under a separate task order.

**Compensation and Schedule**
The work will be completed within 300 days from the Notice to Proceed. The fee for the scope of services shall not exceed $128,800.00. Adequate funding is available within this project budget (20424).

**Recommendation**
Recommend approval of Task Order No. DRMP-I-2025-006 in the amount of $128,800.00 to complete the scope of work as described.

TASK ORDER DRMP-I-2025-0006

DRMP PROJECT NO. 25-1112.P04
CITY PROJECT NO. 20424

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

This Task Order made and entered into this ____ day of _____, 2026 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES, dated October 14, 2025 by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and DRMP, INC., of Merritt Island, Florida, a corporation created and existing under the laws of the State of Florida, hereinafter referred to as the ENGINEERS.

Whereas, the CITY desires to authorize the ENGINEERS to perform certain Professional Consulting Services as outlined in the attached SCOPE OF SERVICES for the **Darrow Ave Baffle Box**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 300 calendar days from receipt of written Notice to Proceed.

The CITY shall pay the ENGINEERS for performance of their services, as outlined the SCOPE OF SERVICES, an amount not to exceed **$128,800.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES.

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

Earned compensation shall be invoiced by the ENGINEERS as services are completed or monthly as services are performed. Each invoice so rendered shall clearly identify the subject matter, City project number and basis on which the invoice was prepared. Invoices

shall be paid by the CITY in accordance with the City's Prompt Payment Policy as included within the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES. IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2026.

Approved by City Engineer
as to content:

_____
James Ennis, PE, PMP

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

_____
Jenni Lamb, PE, City Manager

ATTEST:

_____
Kevin McKeown, City Clerk
(SEAL)

DRMP, INC.

_____
Scott Nickle, Vice President

DRMP

100 Parnell Street, Suite A, Merritt Island FL 32953
Phone: 321.453.0010 | Fax: 321.454.6885

**Exhibit "A"**
**SCOPE OF SERVICES FOR**
**DARROW AVE BAFFLE BOX**
**TASK ORDER NO: DRMP-I-2025-0006**
**DRMP PROJECT NO: 25-1112.P04**
**CITY PROJECT NO: 20424**

DRMP, INC. (DRMP) is pleased to present this task order proposal for professional surveying and engineering consulting services relating to the above referenced project. The project area is approximately 150 feet x 150 feet and lies at the Northeast corner of the plat of Southgate Section 3 Third Unit as recorded in Plat Book 24 page 101, Brevard County public records and within the City of Melbourne. The proposed baffle box will be located approximately 140 feet north of Darrow Avenue along the west extension of WH Jackson Street (also known as Lewis Street), all lying in Section 3 and 10, Township 28 South, Range 37 East. Currently upstream stormwater runoff within this drainage basin is conveyed via surface runoff into open and closed drainage systems consisting of drainage inlets and piping, ultimately discharging downstream to the east, directly into the Indian River Lagoon. The proposed project consists of constructing a 2nd generation baffle box filtration structure to improve water quality discharge.

The baffle box structure design will be performed by the City's supplier, and a City consultant will provide them with projected contributing flow rates for a 10-year and 25-year storm event from the upstream basin at the proposed baffle box location, based upon field measurements of the ditch flow measurements.

Geotechnical engineering analysis services will be performed by Ardaman & Associates, Inc. (Ardaman).

Our services (excluding agency reviews) will be completed within 300 days from approval of this project task order.

***Based on this information, we propose providing the following specific scope of services in a timely fashion:***

## *I. SCOPE OF SERVICES*

### TASK 1 - SURVEYING SERVICES:

1. We will locate and monument the north line of Southgate Section 3, Second and Third Units as recorded in Plat Book 24, Page 101 and Plat Book 18 Page 148, Brevard County Public Records. This service will include setting or flagging points on the North line of the 2 plats and the 25 foot wide right of way as shown on the plat of Southgate Section Three. The survey will be based on NAD 83 Florida State Plane Coordinate System East Zone 2009 adjustment (NAD 83/'09(. We will provide one drawing of the entire project area on our standard 24" x 36" format.

2. We will provide topographic information of the project site of approximately 150 feet x 150 feet. This information will include elevations of the existing drainage ditch and location of any above ground utilities or improvements. We will call for utility locates and provide field location of all identified underground utilities for the project limits, based on field markings

by the utility companies (to be verified prior to construction by the contractor). Elevations will be based on NAVD 88 Datum.

3. We will also set a baseline with a minimum of 2 project benchmarks to be utilized for design and construction purposes.

**TASK 2- ECOLOGICAL SERVICES:**

1. We will conduct office research of existing available ecological data prior to site inspection to determine the potential for wetland habitats and endangered species for the subject parcel. We will also review current regulatory restraints as they relate to your parcel.

2. We will perform an environmental site inspection. The primary purpose of this inspection will be to determine the type, quality and approximate extent of any existing jurisdictional wetlands and surface water bodies within the subject parcel. All on-site wetlands will be identified in accordance with the wetlands delineation methodology outlined in Chapter 62-340 of the Florida Administrative Code and the 1987 *Corps of Engineers Wetlands Delineation Manual.* Wetlands and/or surface waters will be flagged and delineated in the field and approximate limits will be shown on a current aerial map.

3. As part of the Environmental Site Inspection, we will assess the site for its potential to be utilized or inhabited by threatened or endangered animal species such as the wood stork and gopher tortoises as follows:

    a. We will perform office research to determine the current regulations, restrictions and mapped habitat for Wood Storks. We will inspect the site for utilization by this species. If potential habitat exists onsite, we will map approximate boundary limits and provide permitting recommendations.
    b. During the field inspection, we will also assess the site for habitats suitable for Gopher Tortoise inhabitance and presence of the species on-site. Such indicators include habitat type, scat, trails and burrows. We will conduct random transects throughout the suitable habitat to determine species occupancy. This information will be utilized to provide an estimate for costs related to gopher tortoise permitting, formal surveys and extractions, if needed.
    c. We will perform office research on other species of special concern that are likely to utilize the habitats found within the property and inspect the parcel for their presence.

4. Once any wetland and surface water limits are established on the proposed plans and necessary impacts are calculated, we will complete impact analysis scores using the Uniform Mitigation Assessment Method (UMAM) to determine the amount of mitigation required to offset unavoidable impacts. We will consider available mitigation options and associated fees. Mitigation is expected to be required for unavoidable impacts to the existing surface water ditch and onsite wetlands. The surface water ditch is likely to be considered suitable foraging habitat for wading birds and is a jurisdictional body of water. Wetland mitigation will be dependent upon proposed baffle box location and existing quality of any onsite wetlands.

5. We will coordinate with the City to discuss any permitting concerns. An office meeting to discuss options and obtain directions to proceed is included, as well as other correspondence efforts.

6. We will coordinate with St. Johns River Water Management District (SJRWMD) and the US Army Corps of Engineers (ACOE) or Florida Department of Environmental Protection (FDEP) review staff in order to discuss the proposed project and impacts. This is intended to take place in the pre-application process, however, it may take place during permit application review depending on agency preference and workload.

7. We will complete UMAM scores for the mitigation option chosen by the City to demonstrate to regulatory staff that proposed mitigation adequately offsets unavoidable impacts. This includes mitigation bank or onsite mitigation proposals only. If offsite mitigation is selected by the City, additional services will be required for site assessments.

8. We will prepare and complete Environmental Resource Permit (ERP) Application Sections as required for applications that include work in/on/over/under wetlands or surface waters for State permitting.

9. We will submit a formal application package to ACOE or FDEP staff for permit review, depending on jurisdiction. We will coordinate with regulatory staff, respond to comments and make requested revisions, to obtain the required Federal permit for proposed construction activities. This review process will also include coordination and comments from US Fish and Wildlife Service and/or National Marine Fisheries Service as applicable. These agencies must approve of the activities for ACOE or FDEP to proceed with permit issuance. Appropriate mitigation for species impacts could be required, depending on proposed impacts and avoidance efforts.

**TASK 3 - GEOTECHNICAL ENGINEERING SERVICES:**

1. Our Geotechnical Engineering subconsultant, Ardaman & Associates, Inc. (Ardaman) will perform subsurface testing near the proposed location of the baffle box structure and will perform Geotechnical Engineering analysis of the subsurface conditions at the locations tested. Please refer to Exhibit B for a detailed scope of services, conditions and exclusions.

**TASK 4 - ENGINEERING SERVICES:**

1. Based on the results of the survey information for the baffle box installation site, and structure details/specifications provided by the baffle box manufacturer, we will prepare engineering documents for the proposed project. The plans will contain the following information:

    a. Existing conditions/demolition plan.
    b. Detailed dimension plan including a construction baseline with appropriate station/range information for horizontal construction of all structures, piping, sidewalks, curbing, etc.
    c. Detailed grading, paving and drainage plan with all proposed drainage structures and piping identified, along with appropriate elevations and slopes provided. Applicable grades will be included for pavement, sidewalks, driveways, etc., requiring reconstruction.
    d. Plan & Profile drawing showing longitudinal cross-section detail of the proposed piping and baffle box structure.

e. Maintenance of Traffic (MOT) details (FDOT Standard Index Details). Note – a site specific MOT plan must be prepared by the contractor or their representative and submitted to the City for review and approval.
f. Site details appropriate to the project.
g. Baffle Box structure details and plan specifications will be added to our plan sets as separate sheets as provided by the structure manufacturer on their title block. These sheets must be certified by the manufacturer.
h. Erosion and sediment control notes and details. Note that this is NOT a SWPPP plan. If a SWPPP plan is required, the contractor is to provide the appropriate plans, as well as all required notices to FDEP.

2. We will submit plans to the City for staff review. We will revise the plans pursuant to staff comments and discussions and resubmit for final City staff approval.

3. It is anticipated that a paved driveway or apron will be required to provide maintenance access to the baffle box structure. Accordingly, this will be included in the project design.

4. A fenced, paved and landscaped employee break area conflicts with the proposed baffle box construction. Our plans will specify demolition of the break area and reconstruction of improvements as close as possible to the current location. Note that we will provide plan requirements for reconstruction of the fencing with like materials, or materials acceptable to the property owner. The landscaping consists of palm trees, and we will specify relocation of the existing palm trees to the new employee break area. A landscape and irrigation plan is not included in our services.

5. We will prepare Technical Specifications (Division F) and a Bid Form to the City to be included in the City's Standard Project Specifications. The City will assemble a complete project specifications booklet to be incorporated into the construction documents for the project.

6. We will prepare a preliminary construction cost estimate for the project and submit it to the City for review and comment.

## *II. ASSUMPTIONS AND CONDITIONS*

1. All application fees are the responsibility of the City.

2. Surveying services are limited to those identified herein.

3. Establishment of peak flows for the design storm events will be performed by the City's consultant. Results for peak flows of a 10-year and 25-year storm event in the existing ditch at the baffle box location shall be provided. In the absence of these results, DRMP will estimate peak flow capacities of upstream piping (closest to the proposed baffle box) to determine baffle box pipe sizing. Due to the limitation of the surveying services scope, stormwater calculations and modeling is not included. Should agency reviews require additional surveying and/or additional stormwater analysis, the City's consultant is to address all agency stormwater related comments.

4. Utility relocation design and/or permitting is not included.

5. Structural engineering, electrical engineering, landscape and/or irrigation design, is not included.

6. Consumptive Use permitting is not included and is the responsibility of the contractor.

7. Pre-construction groundwater background testing and dewatering testing during construction is not included and is the contractor's responsibility.

8. Bidding and Construction Administration Services are not included.

9. The City is to address all coordination needed with affected property owners.

10. All surveying services will meet or exceed the Florida Standards of Practice pursuant to Chapter 5J-17, F.A.C.

## *III. FEES (LUMP SUM)*

| | |
|---|---|
| **TASK 1 - Surveying Services** | **$ 18,500.00** |
| **TASK 2- Ecological Services** | **$ 27,750.00** |
| **TASK 3 – Geotechnical Engineering Services** | **$ 4,700.00** |
| **TASK 4 – Engineering Services** | **$ 77,850.00** |
| **Total** | **$ 128,800.00** |

## *IV. INVOICING PROCEDURES AND PAYMENT*

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

It is hereby acknowledged that this TASK ORDER is an addendum to the master Continuing Contract for Professional Services dated October 14, 2025 and as such, this TASK ORDER is subject to all conditions and stipulations contained in said contract.
Should you have any questions or comments regarding this proposal, please contact us at your convenience. This proposal is valid for a period of sixty (60) days from the date herein and subject to change thereafter. If you wish us to proceed with the above described services, please issue a TASK ORDER number and Notice to Proceed for this project. Thank you for the opportunity to provide these services, and we look forward to working with you on this project.
Sincerely,

**DRMP, INC.**
Scott Nickle, VP

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

January 9, 2026
Proposal File No. 2623-004

DRMP
100 Parnell Street
Merritt Island, FL 32953

Attention: Mr. Scott Nickle, VP

Subject: Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation
Proposed Baffle Box Structure
Darrow Avenue
Melbourne, Florida

Dear Mr. Nickle:

As requested, we are pleased to present this proposal for conducting a subsurface exploration and geotechnical engineering evaluation for the subject project. Based on information provided by the client, the proposed construction consists of a precast or poured in place concrete baffle block structure. For the purpose of this proposal, we have assumed that the size of the baffle box will not exceed 40' x 25' and that the depth to the bottom of the structure will not exceed 20 feet below existing ground surface next to the ditch.

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

## FIELD EXPLORATION

The requested field exploration program will include the following:

| Description | Number of Borings | Depth Below Ground Surface (feet) |
|---|---|---|
| Darrow Avenue Baffle Box Structure Location | 4 SPT | 25 |

The SPT borings will be drilled as close to the proposed structure location as we can access with truck-mounted drilling equipment. The borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief.

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

## LABORATORY PROGRAM

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

## ENGINEERING ANALYSIS AND REPORT

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

## COST ESTIMATE

The costs associated with the aforementioned tasks will not exceed **$4,700.00** without prior authorization.

## CLOSURE

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

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

Very truly yours,
**ARDAMAN & ASSOCIATES, INC.**

Jason P. Manning, P.E.
Branch Manager

Ardaman & Associates, Inc.

## PROPOSAL/PROJECT ACCEPTANCE AND AGREEMENT

**PROJECT INFORMATION:**

Project Name Baffle Box Structure

Project Location Darrow Avenue, Melbourne, Florida

Proposal Number and Date 2623-004; dated January 9, 2026

Description of Services Subsurface Exploration

Estimated Fee **$4,700.00**

**PROPERTY OWNER IDENTIFICATION:**

Name_____

Property Identification Number_____

Address_____

City/State_____ Zip Code_____ Phone_____

Attention_____ Title_____

**SPECIAL INSTRUCTIONS:**

**PAYMENT TERMS:**

Payment shall be due within 30 days after date of each periodic invoice. Interest at the rate of 18% per annum (or the highest rate allowable by law) shall accrue on all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Ardaman & Associates, Inc.'s ("A&A") services, including but not limited to the services described in this Proposal.

**PROPOSAL ACCEPTANCE:**

The Terms and Conditions of this Proposal, including the General Conditions appearing on the following pages of this Proposal, are incorporated herein by reference. No terms or conditions other than those contained herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Client's purchase forms or construction documents or elsewhere, are binding on A&A unless signed by an authorized representative of A&A. In the event Client directs A&A to proceed with its Work prior to executing this Proposal Acceptance, such direction shall constitute deemed acceptance of this Proposal.

Accepted this_____ day of_____, 2026

_____
(Print or type individual, firm or corporate body name)

_____
(Signature of authorized representative)

_____
(Print or type name of authorized representative and title)

Revision 9 2022 – FL

## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

**Compliance With Laws** - A&A shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, guidance, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, A&A shall be entitled to additional compensation where additional services are needed to conform to the standard of practice. Both A&A and the Client shall abide by all local, state, and federal regulations and laws, including all applicable anti-bribery and anti-fraud regulations and laws, the U.S. Foreign Corrupt Practices Act, UK Bribery Act of 2010 and Economic Crime

and Corporate Transparency Act of 2023, Brazilian Clean Companies Act, Corruption of Foreign Public Officials Act, and other laws as may apply.

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

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

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

9/17/25

# Darrow Basin Exhibit

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | Engineering/Public Works & Utilities |
| Presenter: | Jennifer Spagnoli |
| Council District: | 3/4 |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.16. |

**Subject:**
Amendment No. 4 to the State Revolving Fund Loan Agreement for the construction of the Biosolids Handling Improvements.

**Background/Consideration:**
The City is utilizing a State Revolving Fund (SRF) Loan to fund the construction and engineering services during construction for the Biosolids Handling Improvements. Resolution No. 4060 was previously approved by City Council on November 23, 2021, authorizing the loan agreement, establishing pledged revenues and designating an authorized representative to provide assurances of compliance and execute the loan. Resolution No. 4148 was approved by City Council January 24, 2023 approving Amendment No. 1 to add an additional $10,711,500 to the Loan Agreement. Amendment No. 2 was approved administratively by the City Manager and included language revisions to subsection 1.01, 2.01, 2.02 and 8.04 and added 8.15. Amendment No. 3 was also approved administratively to provide a time extension.

Amendment No. 4 to the SRF Loan Agreement provides additional funding of $3,456,975 for construction to account for the bid amount for the project. The total disbursable amount of the agreement is $26,168,475.

**Fiscal/Budget Impact:**
Amendment No. 4 to the SRF Loan Agreement provides additional funding of $3,456,975 for construction to account for the bid amount for the project. The total disbursable amount of the agreement is $26,168,475.

**Requested Action:**
a. Approval of Resolution No. 4404.
b. Approval of Resolution No. 4405.

**FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION**

**AND**

**CITY OF MELBOURNE, FLORIDA**

# CLEAN WATER STATE REVOLVING FUND
# CONSTRUCTION LOAN AGREEMENT
# WW050910

Florida Water Pollution Control Financing Corporation
1801 Hermitage Boulevard
Tallahassee, Florida 32308

CLEAN WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

CONTENTS PAGE

ARTICLE I – DEFINITIONS ..... 2
1.01. WORDS AND TERMS. ..... 2
1.02. CORRELATIVE WORDS. ..... 6

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS ..... 6
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS. ..... 6
2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS. ..... 8
2.03. LEGAL AUTHORIZATION ..... 13
2.04. AUDIT AND MONITORING REQUIREMENTS. ..... 14

ARTICLE III - LOAN REPAYMENT ACCOUNT ..... 17
3.01. LOAN DEBT SERVICE ACCOUNT. ..... 17
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS. ..... 17
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS. ..... 17
3.04. ASSETS HELD IN TRUST ..... 17

ARTICLE IV - PROJECT INFORMATION ..... 18
4.01. PROJECT CHANGES. ..... 18
4.02. TITLE TO PROJECT SITE. ..... 18
4.03. PERMITS AND APPROVALS. ..... 18
4.04. ENGINEERING SERVICES ..... 18
4.05. PROHIBITION AGAINST ENCUMBRANCES ..... 18
4.06. COMPLETION MONEYS. ..... 18
4.07. CLOSE-OUT. ..... 18
4.08. LOAN DISBURSEMENTS. ..... 19

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM ..... 19
5.01. RATE COVERAGE. ..... 19
5.02. NO FREE SERVICE. ..... 19
5.03. MANDATORY CONNECTIONS. ..... 20
5.04. NO COMPETING SERVICE. ..... 20
5.05. MAINTENANCE OF THE UTILITY SYSTEM. ..... 20
5.06. ADDITIONS AND MODIFICATIONS. ..... 20
5.07. COLLECTION OF REVENUES. ..... 20

ARTICLE VI - DEFAULTS AND REMEDIES ..... 20
6.01. EVENTS OF DEFAULT. ..... 20
6.02. REMEDIES ..... 21
6.03. DELAY AND WAIVER. ..... 22

ARTICLE VII - THE PLEDGED REVENUES ..... 23
7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION. ..... 23
7.02. ADDITIONAL DEBT OBLIGATIONS. ..... 23

ARTICLE VIII - GENERAL PROVISIONS ..... 23
8.01. DISCHARGE OF OBLIGATIONS. ..... 23
8.02. PROJECT RECORDS AND STATEMENTS. ..... 24
8.03. ACCESS TO PROJECT SITE. ..... 24
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT. ..... 24
8.05. AMENDMENT OF AGREEMENT. ..... 24
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION. ..... 24
8.07. SEVERABILITY CLAUSE. ..... 25
8.08. USE AS MATCHING FUNDS. ..... 25
8.09. DAVIS -BACON ACT REQUIREMENT. ..... 25
8.10. AMERICAN IRON AND STEEL REQUIREMENT. ..... 26
8.11. ASSET MANAGEMENT PLAN. ..... 26
8.12. PUBLIC RECORDS ACCESS. ..... 27
8.13. SCRUTINIZED COMPANIES. ..... 27
8.14. SUSPENSION. ..... 28

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE ..... 29
9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS. ..... 29
9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS. ..... 29
9.03. INSURANCE REQUIRED. ..... 29

ARTICLE X - DETAILS OF FINANCING ..... 30
10.01. PRINCIPAL AMOUNT OF LOAN. ..... 30
10.02. LOAN SERVICE FEE. ..... 30
10.03. FINANCING RATE. ..... 30
10.04. LOAN TERM. ..... 31
10.05. REPAYMENT SCHEDULE. ..... 31
10.06. PROJECT COSTS. ..... 31
10.07. PROJECT SCHEDULE. ..... 32

ARTICLE XI - EXECUTION OF AGREEMENT ..... 33

**CLEAN WATER STATE REVOLVING FUND**

**CONSTRUCTION LOAN AGREEMENT**

**WW050910**

THIS AGREEMENT is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the "Corporation") and the CITY OF MELBOURNE, FLORIDA (the "Local Borrower"), existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department, the Corporation, and the Local Borrower shall be referred to as "Parties" or individually as "Party".

WHEREAS, pursuant to Sections 403.1835 and 403.1837, Florida Statutes (the "State Act"), the Corporation is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the State of Florida Department of Environmental Protection (the "Department"); and

WHEREAS, in accordance with the provisions of the State Act and a Service Contract dated as of June 1, 2001 (as amended from time to time, the "Service Contract") between the Corporation and the Department, the Department has responsibility for the performance of various activities in connection with such loans; and

WHEREAS, the Local Borrower applied for the financing of the Project (as hereinafter defined), and the Corporation and the Department has determined that such Project meets all requirements for a loan and have agreed to make a loan to the Local Borrower as set forth in this Agreement (the "Loan"); and

WHEREAS, in accordance with the provisions of a Master Trust Indenture dated as of June 1, 2001 (as supplemented and amended from time to time, the "Indenture") between the Corporation and U.S. Bank Trust National Association, as trustee (together with any successor trustee, the "Trustee"), the Corporation is authorized to issue bonds (the "Bonds") from time to time to fund loans pursuant to the State Act and to refund bonds issued by the Corporation; and

WHEREAS, the Loan and all payments of principal and interest thereon, including prepayments, and all proceeds thereof, but excluding the Loan Service Fee (as such term is hereinafter defined), have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds; and

WHEREAS, pursuant to the provisions of the State Act, the Service Contract and the Indenture, and as provided herein, the Corporation and the Department will cooperate to assure continuing compliance with the various requirements and separate duties and responsibilities arising from the issuance of the Bonds and the loans made by the Corporation.

NOW, THEREFORE, in consideration of the Corporation loaning money to the Local Borrower, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I – DEFINITIONS

1.01. WORDS AND TERMS.

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Asset Management Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan includes the identification of and costs for rehabilitating, repairing, or replacing all assets as well as the schedule to do so. The requirements for asset management plans are in Subsection 62-503.700(7), Florida Administrative Code.

(3) "Authorized Representative" shall mean the official or officials of the Local Borrower authorized by ordinance or resolution to sign documents associated with the Loan.

(4) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(5) "Code" means the Internal Revenue Code of 1986, the Treasury Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable.

(6) "Defeasance Obligations" means:

(a) Direct obligations of, or obligations the prompt payment of principal and interest on which are fully guaranteed by, the United States of America which are not callable prior to maturity (except at the option of the holder thereof);

(b) Bonds, debentures, notes or other evidences of indebtedness issued or fully insured or guaranteed by any agency or instrumentality of the United States of America which are backed by the full faith and credit of the United States of America and which are not callable prior to maturity (except at the option of the holder thereof);

(c) Resolution Funding Corp. (REFCORP) obligations which are not callable prior to maturity (except at the option of the holder thereof); and

(d) Obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable prior to maturity or as to which irrevocable determination to call such obligations prior to maturity shall have been made by the issuer thereof, and for the payment of the principal of, premium, if any, and interest on which provision shall have been made by the irrevocable

deposit with a bank or trust company acting as a trustee or escrow agent for owners of such obligations of securities described in clauses (a), (b) or (c), the maturing principal of and interest on which, when due and payable, will provide sufficient moneys to pay when due the principal of, premium, if any, and interest on such obligations, and which securities are not available to satisfy any other claim, including any claim of the trustee or escrow agent or of any person claiming through the trustee or escrow agent or to whom the trustee or escrow agent may be obligated.

(7) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State and insured by the Federal Deposit Insurance Corporation.

(8) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(9) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(10) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(11) "Fiscal Year" shall mean the period commencing on October 1 of each year and ending on September 30 of the succeeding year.

(12) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. After paying or providing for the payment of debt service on the Bonds, the Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(13) "Gross Revenues" shall mean all income or earnings received by the Local Borrower from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(14) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(15) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(16) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Borrower for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(17) "Loan Service Fee" shall mean an origination fee which shall be paid by the Local Borrower.

(18) "Local Governmental Entity" means a county, municipality, or special district.

(19) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Borrower to the Loan Debt Service Account.

(20) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(21) "Parity Debt" shall mean any debt obligations issued that are on an equal commercial lien position with this Loan.

(22) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Debt and any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(23) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the treatment plant improvements in accordance with the plans and specifications accepted by the Department for the following contracts:

(a) "Grant Street Water Reclamation Facility Improvements"; and

(b) "Biosolids Improvements Project (D.B. Lee WRF & Grant St. WRF)".

The Project is in agreement with the planning documentation accepted by the Department effective July 6, 2021. A Florida Categorical Exclusion Notification was published on June 1, 2021 and no adverse comments were received.

(24) "Semiannual Loan Payment" shall mean the payment due from the Local Borrower at six-month intervals.

(25) "Senior Revenue Debt" shall mean the following debt obligations:

(a) City of Melbourne, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2002B, issued in the amount of $21,495,333.25, pursuant to Ordinance No. 2002-45 Codified and Restated Water & Sewer Bond Ordinance, as supplemented by Resolution No. 1768; and

(b) City of Melbourne, Florida, Water and Sewer System Refunding and Improvement Revenue Bonds, Series 2012, issued in the amount of $12,200,000, pursuant to Ordinance No. 2007-12 and Resolution No. 3289, as supplemented by Ordinance No. 2012-37; and

(c) City of Melbourne, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2013, issued in the amount of $14,525,000, pursuant to Ordinance No. 2007-12, as supplemented by Resolution No. 3310; and

(d) City of Melbourne, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2014, issued in the amount of $7,030,000, pursuant to Ordinance No. 2007-12, as supplemented by Resolution No. 3429; and

(e) City of Melbourne, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2016A, issued in the amount of $19,160,000, pursuant to Ordinance No. 2007-12, as supplemented by Resolution No. 3549; and

(f) City of Melbourne, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2016B, issued in the amount of $14,465,000, pursuant to Ordinance No. 2007-12, as supplemented by Resolution No. 3549; and

(g) City of Melbourne, Florida, Water and Sewer System Refunding Revenue Bonds, Series 2020, issued in the amount of $18,285,000, pursuant to Ordinance No. 2007-12, as supplemented by Resolution No. 3963; and

(h) City of Melbourne, Florida, Water and Sewer System Revenue Bonds, Series 2021, issued in the amount not to exceed $1,650,000, pursuant to Ordinance No. 2007-12, as supplemented by Resolution No. 4026; and

(i) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(26) "Sewer System" shall mean all facilities owned by the Local Borrower for collection, transmission, treatment and reuse of wastewater and its residuals.

(27) "State" means the State of Florida.

(28) "Tax-Exempt Bonds" means Bonds the interest on which is intended on their date of issuance to be excludable from gross income of the holders thereof for federal income tax purposes.

(29) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Local Borrower.

(30) "Water System" shall mean all facilities owned by the Local Borrower for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

## ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower warrants, represents and covenants that:

(1) The Local Borrower has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Borrower currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Borrower's knowledge, threatened, which seeks to restrain or enjoin the Local Borrower from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Borrower knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Borrower shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Borrower shall release and hold harmless the State, its agencies, the Corporation, and each of their respective officers, members, and employees from any claim arising in connection with the Local Borrower's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Borrower representations to the Corporation and the Department, pursuant to the Loan Application and this Agreement, were and are true and accurate as of the date the Loan Application and this Agreement were each executed by the Local Borrower. The financial information delivered by the Local Borrower to the Department was current and correct as of the date such information was delivered. The Local Borrower shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or this Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Borrower shall take such action as to comply with this agreement.

(8) The Local Borrower shall maintain records using generally accepted governmental accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Borrower shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Borrower's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Borrower shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Borrower shall collect such funds for application as provided herein. The Local Borrower shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Borrower to levy or appropriate ad valorem tax revenues; or preventing the Local Borrower from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Borrower shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Borrower agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Borrower are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Borrower covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Borrower covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Borrower shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

(15) The Local Borrower shall take such actions, shall furnish and certify to such information and execute and deliver and cause to be executed and delivered such documents, certificates and opinions as the Corporation and/or the Department may reasonably require in connection with the Bonds, including, without limitation, any necessary continuing disclosure undertaking meeting the requirements of Securities and Exchange Commission Rule 15c2-12.

2.02. TAX WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Borrower acknowledges that the Corporation may issue Tax-Exempt Bonds with which to fund the Loan to the Local Borrower and that the maintenance of the tax-exempt status of any such Tax-Exempt Bonds will depend, in part, on the Local Borrower's compliance with the provisions of this Agreement. Accordingly, the Local Borrower warrants, represents and covenants that:

(1) Notwithstanding any other provisions of this Agreement, including specifically Section 2.02(8), if the Local Borrower shall be notified by the Corporation or the Department as of any date that any payment is required to be made to the United States Treasury in respect of Tax-Exempt Bonds the proceeds of which were used to fund the Loan (hereafter, the "Applicable Tax-Exempt Bonds"), and such payment is due to the failure of the Local Borrower to comply with this Agreement, the Local Borrower shall pay to the Trustee (for deposit to the applicable Subaccount of the Rebate Account established by the Indenture) the amount specified in the notice by the Corporation or the Department.

(2) The Local Borrower is a "governmental person" (as defined in Treasury Regulations §1.141-1(b)) (a "Governmental Unit") and it owns and operates the Project.

(3) The Local Borrower will not take any action or omit to take any action, which action or omission will adversely affect the exclusion from gross income of the interest on the Applicable Tax-Exempt Bonds for federal income tax purposes or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, and in the event of such action or omission, promptly upon having such brought to its attention, it will take such reasonable actions based upon an opinion of any attorney or firm of attorneys of recognized standing and experience in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds and which attorney or firm of attorneys is acceptable to the Corporation ("Bond Counsel"), and in all cases at the sole expense of the Local Borrower, as may rescind or otherwise negate such action or omission. The Local Borrower will not directly or indirectly, use or permit the use of any proceeds of the Applicable Tax-Exempt Bonds or any other funds of the Local Borrower, or take or omit to take any action, that would cause the Applicable Tax-Exempt Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) of the Code or to fail to meet any other applicable requirement of Sections 141, 148, 149 and 150 of the Code or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code. To that end, the Local Borrower will comply with all requirements of Sections 141, 148, 149 and 150 of the Code to the extent such provisions apply to the Applicable Tax-Exempt Bonds. In the event that at any time the Corporation or the Department is of the opinion that it is necessary to restrict or limit the yield on the investment of any moneys held by the Local Borrower, the Corporation or the Department shall so instruct the Local Borrower in writing and the Local Borrower shall so restrict the yield.

(4) The Local Borrower (or any "related party", as defined in Treasury Regulations §1.150-1(b)) is prohibited from purchasing and shall not purchase any Applicable Tax-Exempt

Bonds other than purchases in the open market for the purpose of tendering them to the Trustee for purchase and retirement.

(5) The Local Borrower will take no action, or permit or suffer any action or event, which will cause any of the Applicable Tax-Exempt Bonds to be or become a "private activity bond" within the meaning of the Code. To that end, the Local Borrower will not permit more than 5% of the Project or portion thereof financed with Tax-Exempt Bonds to be used for a Private Business Use. The term "Private Business Use" means use directly or indirectly in a trade or business or any other activity carried on by any Private Person other than use as a member of, and on the same basis as, the general public. The term "Private Person" means any person other than a Governmental Unit. For this purpose, the United States or any agency or instrumentality thereof is not a Governmental Unit and is therefore a Private Person. For purposes of this paragraph (5), property is considered "used" by a Private Person if:

(a) it is owned by, or leased, to such Private Person;

(b) it is operated, managed or otherwise physically employed, utilized or consumed by such Private Person, other than operation or management pursuant to an agreement that meets the conditions described in paragraph (6) below;

(c) capacity in or output service from such property is reserved or committed to such Private Person under a take-or-pay, output, incentive payment or similar contract or arrangement;

(d) such property is used to provide service to (or such service is committed to or reserved for) such Private Person on a basis or terms that are different from the basis or terms on which such service is provided (or committed or reserved) to members of the public generally (except possibly for the amount of use and any corresponding rate adjustment);

(e) such Private Person is a developer and a significant amount of the Project financed with proceeds of Tax-Exempt Bonds serves only a limited area substantially all of which is owned by such Private Person, or a limited group of developers, unless such improvement carries out an essential governmental function, such developer reasonably expects to proceed with all reasonable speed to develop the improvement and property benefited by that improvement, and the improvement is in fact transferred to a Governmental Unit promptly after the property benefited by the improvement is developed; or

(f) substantial burdens and benefits of ownership of the Project financed with proceeds of Tax-Exempt Bonds are otherwise effectively transferred to such Private Person.

(6) Use of Bond-Financed Property.

(a) For purposes of this Agreement, the use by a Private Person of the Project financed with the proceeds of Tax-Exempt Bonds (the "Bond Financed Property") pursuant to a Qualified Use Contract (as hereafter defined) shall not be treated as a Private Business

Use by such Private Person of such Bond-Financed Property or of funds used to finance or refinance such Bond-Financed Property.

(b) An arrangement under which services are to be provided by a Private Person involving the use of all or any portion of, or any function of, the Bond-Financed Property (for example, management services for an entire facility or a specific department of a facility ("Use Contract")) is a "Qualified Use Contract" if all of the following conditions are satisfied:

(i) the compensation for services provided pursuant to the Use Contract is reasonable;

(ii) none of the compensation for services provided pursuant to the Use Contract is based on net profits from operation of the Bond-Financed Property or any portion thereof;

(iii) the compensation provided in the Use Contract satisfies one of the following subparagraphs:

(A) At least 95% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 15 years. For purposes of this subparagraph (b), a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Bond-Financed Property (e.g., the Consumer Price Index) and a "renewal option" means a provision under which either party to the Use Contract has a legally enforceable right to renew the Use Contract; or

(B) At least 80% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee and the term of the Use Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Bond-Financed Property and 10 years; or

(C) At least 50% of the compensation for each annual period during the term of the Use Contract is based on a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the third year of the Use Contract term; or

(D) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 5 years, and the Use Contract is terminable by the Local Borrower on reasonable

notice, without penalty or cause, at the end of the third year of the Use Contract term. A "capitation fee" means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or

(E) All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee, the term of the Use Contract, including all renewal options, does not exceed 3 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the second year of the Use Contract term. A "per-unit fee" means a fee based on a unit of service provided (e.g., a stated dollar amount for each specified procedure); or

(F) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Use Contract, including all renewal options, does not exceed 2 years and the Use Contract is terminable by the Local Borrower on reasonable notice, without penalty or cause, at the end of the first year of the Use Contract term. This subparagraph (F) applies only to (a) Use Contracts under which the Private Person primarily provides services to third parties, or (b) Use Contracts involving the Bond-Financed Property during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Use Contract based on a percentage of gross expenses) (e.g., a Use Contract for general management services for the first year of operations), in which case, the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (i.e., gross revenues less allowances for bad debts and contractual and similar allowances) or expenses of the Bond-Financed Facilities, but not more than one.

For purposes of this paragraph (6)(b)(iii), a Use Contract is considered to contain termination penalties if the termination limits the Local Borrower's right to compete with the Private Person, requires the Local Borrower to purchase equipment, goods, or services from the Private Person, or requires the Local Borrower to pay liquidated damages for cancellation of the Use Contract. Another contract between the Private Person and the Local Borrower (for example, a loan or guarantee by the Private Person) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's-length that could operate to prevent the Local Borrower from terminating the Use Contract. A requirement that the Local Borrower reimburse the Private Person for ordinary and necessary expenses, or restrictions on the hiring by the Local Borrower of key personnel of the Private Person, are not treated as contract termination penalties;

(iv) The Private Person has no role or relationship with the Local Borrower, directly or indirectly, that, in effect, substantially limits the Local

Borrower's ability to exercise its rights under the Use Contract, including cancellation rights. This requirement is satisfied if:

(A) The Private Person and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20 percent of the voting power of the governing body of the Local Borrower;

(B) No individual who is a member of the governing body of the Private Person and the Local Borrower is the chief executive officer of the Local Borrower or the Private Person or the chairperson of the governing body of the Local Borrower or the Private Person; and

(C) The Local Borrower and the Private Person are not "related parties" (within the meaning of Treasury Regulations §1.150-1(b).

(c) The Local Borrower may treat a Use Contract that does not comply with one or more of the criteria of subparagraph (6)(b) as not resulting in Private Business Use of Bond-Financed Property if it delivers to the Corporation and the Department, at its expense, an opinion of Bond Counsel to the effect that to do so would not adversely affect the exclusion from gross income of interest on the Applicable Tax-Exempt Bonds or cause the interest on the Applicable Tax-Exempt Bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code.

(7) Notwithstanding any provision of this Section 2.02, if the Local Borrower provides, at the Local Borrower's expense, to the Corporation and the Department an opinion of Bond Counsel to the effect that any action required under this Section is no longer required, or to the effect that some further action is required, to maintain the exclusions from gross income of interest on the Applicable Tax-Exempt Bonds pursuant to Section 103(a) of the Code, the Local Borrower, the Corporation and the Department may rely conclusively on such opinion in complying with the provisions hereof, and the covenants hereunder shall be deemed to be modified to that extent.

(8) All tax warranties, representations, covenants and obligations of the Local Borrower contained in this Section 2.02 shall remain in effect and be binding upon the Local Borrower until all of the Applicable Tax-Exempt Bonds have been paid, notwithstanding any earlier termination of this Agreement or any provision for payment of principal of and premium, if any, and interest on the outstanding Applicable Tax-Exempt Bonds and release and discharge of the Indenture.

(9) Amounts deposited from time to time in the Loan Debt Service Account will be used to pay principal and interest within 13 months after the amounts are so deposited.

(10) The Local Borrower has not established and does not expect to establish or use any sinking fund, debt service fund, redemption fund, reserve or replacement fund, or similar fund, or any other fund to pay principal of, interest and any redemption premium on the Loan other than the Loan Debt Service Account. Except as set forth in the next sentence and except for money referred to in paragraph (9) above, no other money or investment property (including, without limitation, fixed income, equity and other investments) is or will be pledged as collateral or used

for the payment of such principal and interest (or for the reimbursement of any others who may provide money to pay that principal and interest), or is or will be restricted, dedicated, encumbered, or set aside in any way as to afford the Corporation or holders of the Applicable Tax-Exempt Bonds reasonable assurance of the availability of such money or investment property to pay debt service on the Loan or the Applicable Tax-Exempt Bonds.

(11) Except as stated otherwise in this Agreement, no portion of the Loan will be used:

(a) to pay principal of or interest on, refund, renew, roll over, retire, or replace any other obligations issued by or on behalf of the Corporation, the Local Borrower or any other Governmental Unit,

(b) to replace any proceeds of another issue of tax-exempt bonds that were not expended on the project for which such other issue was issued,

(c) to replace any money that was or will be used directly or indirectly to acquire investments,

(d) to make a loan to any other person or Governmental Unit,

(e) to pay any working capital expenditure other than expenditures identified in Treasury Regulations §1.148-6(d)(3)(ii)(A) and (B) (i.e., issuance costs of the Applicable Tax-Exempt Bonds, qualified administrative costs, reasonable charges for a qualified guarantee or for a qualified hedge, interest on the Loan for a period commencing on the issuance date of the Applicable Tax-Exempt Bonds and ending on the date that is the later of three years from that issuance date or one year after the date on which the Project was or will be placed in service, payments of amounts, if any, pursuant to paragraph (i), and costs, other than those already described, that do not exceed 5% of the sale proceeds of the Applicable Tax-Exempt Bonds and that are directly related to capital expenditures financed or deemed financed by the Applicable Tax-Exempt Bonds), or

(f) to reimburse any expenditures made prior to the issuance date of the Applicable Tax-Exempt Bonds except those that qualify as a reimbursement of prior capital expenditures, based upon an opinion of Bond Counsel, at the expense of the Local Borrower, delivered to the Department and the Corporation.

(12) The Local Borrower does not intend to sell or otherwise dispose of the Project or any portion thereof during the term of the Applicable Tax-Exempt Bonds except for dispositions of property in the normal course at the end of such property's useful life to the Local Borrower.

(13) None of the Semiannual Loan Payments shall be federally guaranteed within the meaning of Section 149(b) of the Code.

2.03. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Borrower's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Borrower and shall constitute a valid and legal obligation of the Local Borrower enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.04. AUDIT AND MONITORING REQUIREMENTS.

The Local Borrower agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | |
|---|---|---|---|---|---|
| State Program Number | Funding Source | CSFA Number | CSFA Title or Fund Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Wastewater Treatment and Stormwater Management TF | 37.077 | Wastewater Treatment Facility Construction | $12,000,000 | 140131 |

(2) Audits.

(a) In the event that the Local Borrower expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Local Borrower, the Local Borrower must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Borrower shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Borrower shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Borrower expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Borrower shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Borrower in which the $750,000 threshold has not been met. In the event that the Local Borrower expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Borrower's resources obtained from other than State entities).

(d) The Local Borrower is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Borrower should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Borrower directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Borrower directly to the Department at either of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Borrowers, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Borrower from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Borrower shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Borrower shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Borrower agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Borrower is appropriate, the Local Borrower agrees to comply with any additional instructions provided by the Department to the Local Borrower regarding such audit. The Local Borrower understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Borrower will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

## ARTICLE III - LOAN REPAYMENT ACCOUNT

### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Borrower shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Borrower shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Borrower fails to make a required Monthly Loan Deposit, the Local Borrower's chief financial officer shall notify the Department of such failure. In addition, the Local Borrower agrees to budget, by amendment if necessary, from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give the Corporation a superior claim on any revenues over prior claims of general creditors of the Local Borrower, nor shall it be construed to give the Corporation or the Department the power to require the Local Borrower to levy and collect any revenues other than Pledged Revenues.

### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

### 3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Borrower's obligations pursuant to Section 8.01.

### 3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Corporation.

## ARTICLE IV - PROJECT INFORMATION

### 4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Borrower shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

### 4.02. TITLE TO PROJECT SITE.

The Local Borrower shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

### 4.03. PERMITS AND APPROVALS.

The Local Borrower shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

### 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State, shall be employed by, or under contract with, the Local Borrower to oversee construction.

### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Borrower is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Borrower covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Corporation or the Department to approve additional financing shall not constitute a waiver of the Local Borrower's covenants to complete and place the Project in operation.

### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by

any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the Trustee for expenses incurred by the Local Borrower upon receipt of a requisition in the form provided under the Indenture executed by the Department. Disbursements shall be made directly to the Local Borrower for reimbursement of the incurred construction costs and related services. A requisition for disbursements shall be made upon receipt by the Department of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the Project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Borrower is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

## ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Borrower shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Local Borrower shall satisfy the coverage requirements of all Senior Revenue Debt and Parity Debt obligations.

5.02. NO FREE SERVICE.

The Local Borrower shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Borrower's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Borrower shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Borrower shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Borrower shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Borrower may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Borrower shall use its best efforts to collect all rates, fees and other charges due to it. The Local Borrower shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Borrower shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

## ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Borrower by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Borrower contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Borrower shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Borrower, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Borrower, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Borrower, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Borrower, for the purpose of effecting a composition between the Local Borrower and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency, or other similar proceeding instituted by, or against, the Local Borrower under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Borrower, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Borrower by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Borrower to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Borrower to fulfill this Agreement.

(2) By action or suit in equity, require the Local Borrower to account for all moneys received pursuant to this Agreement or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Corporation or the Department.

(4) By applying to a court of competent jurisdiction, cause the appointment of a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may provide for the payment to the Trustee of the delinquent amount plus a penalty from any unobligated funds due to the Local Borrower under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. A penalty may be imposed in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Borrower, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - THE PLEDGED REVENUES

### 7.01. SUPERIORITY OF THE PLEDGE TO THE CORPORATION.

From and after the effective date of this Agreement, the Corporation shall have a lien on the Pledged Revenues, which along with any other Corporation State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Borrower under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Debt defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Corporation may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Borrower may issue additional debt obligations on a parity with, or senior to, the lien of the Corporation on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Borrower demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Borrower and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

## ARTICLE VIII - GENERAL PROVISIONS

### 8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding Fiscal Year and all Fiscal Years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Corporation. If at any time the Local Borrower shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Corporation shall be no longer in effect. Deposit of sufficient cash or Defeasance Obligations may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Corporation or its assignees and shall be subject to approval by the Corporation. There shall be no penalty imposed by the Corporation for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Corporation, and the Department for inspection at any reasonable time after the Local Borrower has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Borrower shall provide access to Project sites and administrative offices to authorized representatives of the Corporation and the Department at any reasonable time. The Local Borrower shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Local Borrower hereby expressly acknowledges that the Loan and all payments of principal and interest thereon, and all proceeds thereof, but excluding the Loan Service Fee, have been pledged and assigned to the Trustee under the Indenture as security for the payment of principal of, premium, if any, and interest on the Bonds and the Trustee shall be entitled to act hereunder, and by the execution of this Agreement the Local Borrower in all respects consents to such assignment. The Corporation, the Department and the Trustee may further assign all or any parts of their rights under this Agreement without the prior consent of the Local Borrower after written notification to the Local Borrower. The Local Borrower shall not assign its rights and obligations under this Agreement without the prior written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with any applicable statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Borrower to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Borrower, suspend or terminate this Agreement.

(1) Failure of the Local Borrower to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Borrower, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Borrower.

In the event that following the execution of this Agreement, the Local Borrower decides not to proceed with this Loan, this Agreement can be cancelled by the Local Borrower, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second-tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS -BACON ACT REQUIREMENT.

(1) The Local Borrower shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Borrowers must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Borrower shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Borrowers must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/guidance-implementation-davis-bacon-epa-funded-construction-grants.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Borrower's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Borrower has obtained a waiver pertaining to the Project or the Department has advised the Local Borrower that the requirement is not applicable to the Project.

8.11. ASSET MANAGEMENT PLAN.

Subsection 62-503.700(7), Florida Administrative Code encourages Loan recipients to implement an Asset Management Plan to promote long term sustainability of the system. To be eligible for a 0.10% Financing Rate reduction, an Asset Management Plan must be adopted by ordinance or resolution and written procedures must be in place to implement the plan.

The plan must include each of the following elements: i) identification of all assets within the Local Borrower's system; ii) an evaluation of the current age, condition, and anticipated useful life of each asset; iii) the current value of the assets; iv) the cost to operate and maintain all assets; v) a capital improvement plan based on a survey of industry standards, life expectancy, life cycle analysis, and remaining useful life; vi) an analysis of funding needs; vii) an analysis of population growth and wastewater or stormwater flow projections, as applicable, for the Local Borrower's planning area, and a model, if applicable, for impact fees; commercial, industrial and residential rate structures; and industrial pretreatment fees and parameters; viii) the establishment of an adequate funding rate structure; ix) a threshold rate set to ensure the proper operation of the utility, if the Local Borrower transfers any of the utility proceeds to other funds, the rates must be set higher than the threshold rate to facilitate the transfer and proper operation of the utility; and x) a plan to preserve the assets, as well as the renewal, replacement, and repair of the assets as necessary, and a risk-benefit analysis to determine the optimum renewal or replacement time.

In order to retain the rate reduction included in this Loan, the implementation of the plan must be verified at least three months prior to the date of the first loan repayment scheduled in Article X.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Borrower shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Borrower shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Borrower to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Borrower in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE LOCAL BORROWER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL BORROWER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, BY EMAIL AT** public.services@dep.state.fl.us, **or at the mailing address below:**

**Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Blvd, MS 49**
**Tallahassee, FL 32399**

8.13. SCRUTINIZED COMPANIES.

(1) The Local Borrower certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower or its subcontractors are found to have submitted a false certification; or if the Local Borrower, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Borrower certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Borrower, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Borrower, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Borrower agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Borrower under this Agreement in the following events, as determined by the Department:

(1) Local Borrower abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Borrower is rendered improbable or the Department has reasonable grounds to be insecure in the Local Borrower's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Borrower in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Borrower of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

The Local Borrower shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from the Local Borrower prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by the Local Borrower, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

## ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

### 9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification that the Local Borrower and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Borrower by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

### 9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Borrower shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

### 9.03. INSURANCE REQUIRED.

The Local Borrower shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged

portions of the facilities. If such proceeds are insufficient, the Local Borrower shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

## ARTICLE X - DETAILS OF FINANCING

### 10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $12,000,000, which consists of $12,000,000 to be disbursed to the Local Borrower and $0 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Borrower, but is amortized via periodic Loan repayments as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

If the total amount disbursed within eighteen months after the effective date of this Agreement is less than half of the Loan proceeds amount authorized for disbursement, the Department may unilaterally reduce the amount authorized for disbursement. Such a reduction would not affect the total authorized Loan amount.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code.

### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $240,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $12,000,000. The Loan Service Fee is estimated at the time of execution of the Loan Agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the Final Amendment. The Local Borrower shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

### 10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 0 percent per annum and the Grant Allocation Assessment rate is 0 percent per annum. However, if this Agreement is not executed by the Local Borrower and returned to the Department before April 1, 2022, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The amount of Loan proceeds authorized for disbursement and associated Capitalized Interest will be treated as the Loan principal for computing the Semiannual Loan Payment. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs and the Loan Service Fee, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Corporation will deduct the Loan Service Fee and all associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $306,000 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be paid to, and must be received by, the Trustee beginning on February 15, 2025 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $12,240,000, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Borrower, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Borrower receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Local Borrower agrees to the following estimates of Project costs:

| CATEGORY | PROJECT COSTS ($) | AUTHORIZED LOAN AMOUNT($) TO DATE |
|---|---|---|
| Construction and Demolition | 25,460,000 | |
| Contingencies | 2,546,000 | |
| Technical Services After Bid Opening | 1,400,000 | *Line items may vary* |
| Asset Management Plan | 75,000 | *based on Actual* |
| Other Funding (Indian River Lagoon Grant) | (6,769,500) | *Disbursements* |
| SUBTOTAL (Disbursable Amount) | 22,711,500 | 12,000,000 |
| Capitalized Interest | 0 | 0 |
| TOTAL (Loan Principal Amount) | 22,711,500 | 12,000,000 |

10.07. PROJECT SCHEDULE.

The Local Borrower agrees by execution hereof:

(1) This Agreement shall be effective on August 11, 2021. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for August 15, 2024.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than August 15, 2024.

(4) The first Semiannual Loan Payment in the amount of $306,000 shall be due February 15, 2025.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW050910 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Chief Executive Officer of the Corporation.

for
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer — Date: 5/16/22

Reviewed and approved by the Corporate Secretary

for
CITY OF MELBOURNE

City Manager

Attest:
City Clerk

I attest to the opinion expressed in Section 2.03, entitled Legal Authorization.
City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Secretary or Designee

**AMENDMENT 1 TO LOAN AGREEMENT WW050910**
**CITY OF MELBOURNE**

This amendment is executed by the FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION (the "Corporation") and the CITY OF MELBOURNE, FLORIDA, (the "Local Borrower") existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department, the Corporation, and the Local Borrower shall be referred to as "Parties" or individually as "Party".

WITNESSETH:

WHEREAS, the Corporation and the Local Borrower entered into a Clean Water State Revolving Fund Loan Agreement, Number WW050910, authorizing a Loan amount of $12,000,000, excluding Capitalized Interest; and

WHEREAS, the Local Borrower is entitled to additional financing of $10,711,500, excluding Capitalized Interest; and

WHEREAS, certain provisions of the Agreement need revision.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 2.04(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| State Resources Awarded to the Local Borrower Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | |
|---|---|---|---|---|---|
| State Program Number | Funding Source | CSFA Number | CSFA Title or Fund Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Wastewater Treatment and Stormwater Management TF | 37.077 | Wastewater Treatment Facility Construction | $22,711,500 | 140131 |

2. Additional financing in the amount of $10,711,500, excluding Capitalized Interest, is hereby awarded to the Local Borrower.

3. A Financing Rate of 0.42 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0.21 percent per annum and the Grant Allocation Assessment rate is 0.21 percent per annum. However, if this amendment is not executed by the Local Borrower and returned to the Department before April 1, 2023, the Financing Rate may be adjusted.

4. The estimated principal amount of the Loan is hereby revised to $22,745,700, which consists of $22,711,500 authorized for disbursement to the Local Borrower and $34,200 of Capitalized Interest.

5. An additional Loan Service Fee in the amount of $214,230, for a total of $454,230, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of $22,711,500.

6. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $591,955. Such payments shall be paid to, and must be received by the Trustee beginning on February 15, 2025, and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of $23,199,930, which consists of the Loan principal plus the estimated Loan Service Fee.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

Project costs are revised as follows:

| CATEGORY | PROJECT COSTS ($) |
|---|---|
| Construction and Demolition | 25,460,000 |
| Contingencies | 2,546,000 |
| Technical Services After Bid Opening | 1,400,000 |
| Asset Management Plan | 75,000 |
| Other Funding (Indian River Lagoon Grant) | (6,769,500) |
| SUBTOTAL (Disbursable Amount) | 22,711,500 |
| Capitalized Interest | 34,200 |
| TOTAL (Loan Principal Amount) | 22,745,700 |

7. Section 10.07 of the Agreement is revised as follows:

(4) The first Semiannual Loan Payment in the amount of $591,955 shall be due February 15, 2025.

8. All other terms and provisions of the Loan Agreement shall remain in effect.

This Amendment 1 to Loan Agreement WW050910 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Corporation has caused this amendment to the Loan Agreement to be executed on its behalf by its Chief Executive Officer and the Local Borrower has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Chief Executive Officer of the Corporation.

for
FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer — Date: 4/14/23

Reviewed and approved by the Corporate Secretary

for
CITY OF MELBOURNE

City Manager

Attest:
City Clerk
Kevin McKeown
City Clerk

Approved as to form and legal sufficiency:
City Attorney

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

Secretary or Designee

**STATE REVOLVING FUND**
**AMENDMENT 2 TO LOAN AGREEMENT WW050910**
**CITY OF MELBOURNE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF MELBOURNE, FLORIDA, (the "Local Government") existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party."

WITNESSETH:

WHEREAS, the Florida Water Pollution Control Financing Corporation (Corporation) and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW050910, as amended, authorizing a Loan amount of $22,711,500, excluding Capitalized Interest; and

WHEREAS, the oversight and management of this Loan is being assumed by the Department; and

WHEREAS, the loan to the Local Government is under same terms and conditions of the transferred loan unless amended herein; and

WHEREAS, certain provisions of the Agreement require revision and a provision needs to be added to the Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Oversight and management of the loan is transferred to the Department. All references in the Agreement to Corporation or Trustee are deleted and replaced with "Department" and all references to "Local Borrower" shall be replaced with "Local Government."

2. Subsections 1.01(5), (6), (11), and (28) of the Agreement are deleted.

3. Subsection 1.01(12) is deleted and replaced as follows:

"Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

4. Subsection 2.01(15) of the Agreement is deleted.

5. Section 2.02. of the Agreement is deleted.

6. Section 8.04 of the Agreement is deleted and replaced as follows:

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

7. Section 8.15 is added to the Agreement as follows:

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civils Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

8. All other terms and provisions of the Loan Agreement shall remain in effect.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Amendment 2 to Loan Agreement WW050910 may be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Angela Knecht — 2-6-24

Secretary or Designee — Date

for
**CITY OF MELBOURNE**

City Manager

Attest: — Attest as to form and correctness:

City Clerk
**Kevin McKeown**
**City Clerk**

SEAL

City Attorney

APPROVED AND ACCEPTED BY THE FLORIDA WATER POLLUTION CONTROL FINANCING CORPORATION

Chief Executive Officer

Reviewed and approved by the Corporate Secretary or Designee

**STATE REVOLVING FUND**
**AMENDMENT 3 TO LOAN AGREEMENT WW050910**
**CITY OF MELBOURNE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF MELBOURNE, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW050910, as amended; and

Loan repayment activities need rescheduling to give the Local Government additional time to complete construction; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Section 8.16 is added to the Agreement as follows:

8.16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

2. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on August 15, 2027, and semiannually thereafter on February 15 and August 15 of each year until all amounts due under the Agreement have been fully paid.

3. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of Project construction is scheduled for February 15, 2027.

(3) Establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2027.

(4) The first Semiannual Loan Payment in the amount of $591,955 shall be due August 15, 2027.

4. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to Loan Agreement WW050910 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
**CITY OF MELBOURNE**

City Manager

Attest:

City Clerk

SEAL

Approved as to form and legal sufficiency:

City Attorney

for
**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Digitally signed by Angela Knecht
Date: 2024.12.12 09:41:49 -05'00'

Secretary or Designee

Date

RESOLUTION NO. 4404

A RESOLUTION OF CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO A STATE REVOLVING FUND PROGRAM LOAN AGREEMENT FOR THE CONSTRUCTION OF THE GRANT STREET WATER RECLAMATION FACILITY IMPROVEMENTS PROJECT AND THE BIOSOLIDS HANDLING IMPROVEMENT PROJECT; APPROVING AMENDMENT 4 TO THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the city plans to use a State Revolving Fund loan to finance the construction of the Grant Street Water Reclamation Facility Improvements Project and the Biosolids Handling Improvements Project; and

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, on November 23, 2021, City Council adopted Resolution No. 4060, authorizing City staff to submit a State Revolving Fund loan application for Project No. WW050910, pledging repayment of the loan through net water and sewer system revenues after payment of debt service, and authorized the City Manager to execute the loan agreement; and

WHEREAS, on January 24, 2023, City Council adopted Resolution No. 4148, approving Amendment 1 to Loan Agreement WW050910 providing the City with the additional $10,711,500 in requested funding; and

WHEREAS, the City’s loan application for Project No. WW05091 was for $22,711,500, the original construction loan agreement for Project No. WW050910 was limited to $12,000,000 to comply with annual disbursement limitations of the State Revolving Fund program; and

WHEREAS, Amendment 1 to Loan Agreement WW050910 provided the City with the additional $10,711,500 in funding for Project No. WW050910; and

WHEREAS, the Florida Department of Environmental Protection and the Florida Water Pollution Control Financing Corporation have informed the City that it intends to provide the City with the additional $3,456,975 in requested funding for Project No. WW050910, and has submitted Amendment 4 to Loan Agreement WW050910 for the City's approval; and

WHEREAS, Florida Administrative Code requires formal authorization by City Council to apply for loans, to establish pledged revenues, to designate an authorized representative, to provide assurances of compliance with loan program requirements, and to enter into a loan agreement.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That this resolution is supplemental to Resolution Nos. 4060 and 4148 and incorporates the findings and authorizations set forth therein.

SECTION 2. That the revenues pledged for the repayment of the loan are net water and sewer system revenues after payment of debt service on the City's Series 2021, 2022, 2023 and 2026A Water and Sewer System Revenue Bonds.

SECTION 3. That the City Manager is hereby designated as the authorized representative to execute Amendment 4 to the loan agreement that will become a binding obligation in accordance with its terms when signed by both parties. The City Manager is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The City Manager is authorized to delegate responsibility to appropriate City staff to carry out technical, financial and administrative activities associated with the loan agreement.

SECTION 4. That the legal authority for borrowing money to construct this project is Chapter 166.111, Florida Statutes.

SECTION 5. That if any section or portion of a section of this resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this resolution.

SECTION 6. That this resolution shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 7. That this resolution was duly adopted at a regular meeting of the City Council on the day of , 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: State Revolving Fund Amendment 4 to Loan Agreement WW050910

Resolution No. XXXX

**STATE REVOLVING FUND**
**AMENDMENT 4 TO LOAN AGREEMENT WW050910**
**CITY OF MELBOURNE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF MELBOURNE, FLORIDA, (the "Local Government") existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

The Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW050910, as amended, authorizing a Loan amount of $22,711,500, excluding Capitalized Interest; and

The Local Government is entitled to additional financing of $3,456,975, excluding Capitalized Interest; and

Certain provisions of the Agreement need revision.

The Parties hereto agree as follows:

1. Subsection 2.04(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

| State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.: | | | | | |
|---|---|---|---|---|---|
| State Program Number | Funding Source | CSFA Number | CSFA Title or Fund Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Wastewater Treatment and Stormwater Management TF | 37.077 | Wastewater Treatment Facility Construction | $26,168,475 | 140131 |

2. Section 8.09 of the Agreement is deleted and replaced as follows:

8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use

Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra.

3. Section 8.15 of the Agreement is deleted and replaced as follows:

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

4. Article IX of the Agreement is deleted and replaced as follows:

ARTICLE IX - CONTRACTS AND INSURANCE

9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

(a) Proof of advertising.

(b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(e) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(f) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Local Government shall submit the following documents:

(a) Contractor insurance certifications.

(b) Executed Contract(s).

(c) Notices to proceed with construction.

(2) After the Local Government has awarded the professional services contract(s), the Local Government shall submit the following documents:

(a) Executed Contract(s).

(b) Professional Services Procurement Certification.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged

portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

5. Additional financing in the amount of $3,456,975, excluding Capitalized Interest, is hereby awarded to the Local Government.

6. A Financing Rate of 1.43 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 0.715 percent per annum and the Grant Allocation Assessment rate is 0.715 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before April 1, 2026, the Financing Rate may be adjusted.

7. The estimated principal amount of the Loan is hereby revised to $26,279,075, which consists of $26,168,475 authorized for disbursement to the Local Government and $110,600 of Capitalized Interest.

8. An additional Loan Service Fee in the amount of $69,140, for a total of $523,370, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of $26,168,475.

9. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $695,685. Such payments shall be paid to, and must be received by, the Department beginning on August 15, 2027 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of $26,802,445, which consists of the Loan principal plus the estimated Loan Service Fee.

10. Section 10.06 of the Agreement is revised as follows:

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of construction bidding or Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan financing shall be

used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

| CATEGORY | PROJECT COSTS ($) |
|---|---|
| Construction and Demolition | 28,916,975 |
| Contingencies | 2,546,000 |
| Technical Services After Bid Opening | 1,400,000 |
| Asset Management Plan | 75,000 |
| Other Funding (Indian River Lagoon Grant) | (6,769,500) |
| SUBTOTAL (Disbursable Amount) | 26,168,475 |
| Capitalized Interest | 110,600 |
| TOTAL (Loan Principal Amount) | 26,279,075 |

11. Subsection 10.07(4) of the Agreement is revised as follows:

(4) The first Semiannual Loan Payment in the amount of $695,685 shall be due August 15, 2027.

12. Section 10.08. is added to the Agreement as follows:

10.08. SPECIAL CONDITION.

Prior to execution of this Agreement, the Local Government shall submit a Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge.

13. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 4 to Loan Agreement WW050910 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
**CITY OF MELBOURNE**

_____
City Manager

Attest:

_____
City Clerk

SEAL

Approved as to form and legal sufficiency:

_____
City Attorney

for
**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

_____ _____
Secretary or Designee Date

RESOLUTION NO. 4405

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

## ATTACHMENT "A"

## CAPITAL IMPROVEMENT FUND

### *413 - Water & Sewer Projects*

**33519 - Biosolids Process Improvements**

**Revenue**

| Org | Object | Project | Description | AMOUNT | REVISED BUDGET |
|---|---|---|---|---|---|
| 413840 | 384503 | 33519 | SRF Loan 4 Proceeds | 3,456,975 | 26,168,475 |
| 413870 | 387028 | 33519 | Intra In (419) W&S | (775,000) | 2,180,595 |
| | | | **Total Change in Revenue** | **2,681,975** | |

**Expenditures**

| Org | Object | Project | Description | AMOUNT | REVISED BUDGET |
|---|---|---|---|---|---|
| 41335 | 563000 | 33519 | Improvements Other Than Bldg | 2,681,975 | 33,019,475 |
| | | | **Total Change in Expenditures** | **2,681,975** | |

**30099 - Unappropriated Budget Savings**

**Revenue**

| Org | Object | Project | Description | AMOUNT | REVISED BUDGET |
|---|---|---|---|---|---|
| 413870 | 387028 | 30099 | Intra In (419) W&S | 775,000 | 3,344,199 |
| | | | **Total Change in Revenue** | **775,000** | |

**Expenditures**

| Org | Object | Project | Description | AMOUNT | REVISED BUDGET |
|---|---|---|---|---|---|
| 41336 | 590300 | 30099 | Unappropriated Budget Savings | 775,000 | 3,344,199 |
| | | | **Total Change in Expenditures** | **775,000** | |

# Melbourne City Council
# February 10, 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.17. |

**Subject:**
Consent Agenda

**Background/Consideration:**

a. State Housing Initiatives Partnership (SHIP) Annual Review and Recommendation Report on Affordable Housing Incentives Strategies.

b. Sponsorship Agreement between the City of Melbourne and Community Housing Initiative, Inc., through State Housing Initiatives Partnership (SHIP) funds in the amount of $260,000 for the Implementation of the Purchase Assistance Program.

c. Renewal of Exagrid backup storage, Insight Public Sector, Inc., Chandler, AZ - $124,253.20.

d. Contract award for Employee Assistance Program Services, Deer Oaks EAP Service LLC, doing business as AllOne Health, Wilkes-Barre, PA - estimated annual cost of $14,198.64; total cost of the five-year contract $70,993.20.

e. Contract award for the Flexible Spending Account (FSA), Dependent Care Account (DCA), Health Savings Account (HSA) and COBRA, FloresHR, Charlotte, NC - estimated annual cost $36,558; total cost for three-year contract $109,674.

f. Contract award for security guard services for Downtown Melbourne, Signal of Central East Florida, Melbourne, FL - estimated annual cost of $55,762.72; estimated six-year contract cost of $334,576.32.

g. Firearms Range Use Agreement between the City of Palm Bay and the City of Melbourne for use of the Palm Bay Regional Training Center Firearms Range.

h. Training Facility Use Agreement between the Osceola County Sheriff's Office and the City of Melbourne for limited use of the Osceola County Sheriff's Office Training Facility.

# Memorandum

**To:** Jenni Lamb, City Manager

**Thru:** Cindy Dittmer, AICP, Community Development Director
Abby Johnson, Housing & Improvement Manager

**From:** Kelly Calvacca, Program Administrator

**Re:** **State Housing Initiatives Partnership (SHIP) Annual Review and Recommendation Report on Affordable Housing Incentives Strategies**

**Date:** **January 14, 2026**

---

This is a request for acknowledgement of the 2025 Annual Review and Recommendation Report, as required by the State Housing Initiatives Partnership (SHIP) Program and Florida Statutes 420.907. The Affordable Housing Advisory Committee (AHAC) performed the annual review and evaluation of existing City policies, procedures, ordinances, land development regulations and the comprehensive plan, as they relate to affordable housing. *The 2025 SHIP Annual Review and Recommendation Report proposed three changes to the existing incentives currently in place within the land development regulations for affordable housing projects.*

To comply with the SHIP regulations, the results of the evaluation described above and the AHAC's housing incentive strategy recommendations must be approved at a public hearing by an affirmative vote of a majority of its members. A public hearing advertised in the newspaper on Friday, December 19, 2025, as required by law, was held before the AHAC on Tuesday, January 20, 2026. The report will then be considered for acknowledgment by City Council. After the City Council acknowledges the Annual Review and Recommendation Report, it will be submitted to the Florida Housing Finance Corporation.

On January 20,2026, the AHAC reviewed policies and procedures, ordinances, land development regulations, and the Comprehensive Plan for the City of Melbourne. The committee's review focused on specific actions or initiatives meant to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

Based on the review conducted by the AHAC, listed below are the recommendations regarding incentives for affordable housing development.

**Review and Recommendations**
(1) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in F.S. §163.3177(6)(f)3.

The City's online portal for permit and plan approval, EnerGov, provides electronic access to submit applications for review. Within the web-based portal for application submittals, users select whether they are submitting an application for an affordable housing project. Affordable housing application submittals are then identified by City staff reviewers for expedited processing. City staff reviewing plans and permits are responsible for expediting their review of these affordable housing developments. Application submittals for affordable housing development (whether for a building permit, site plan, subdivision plat, construction plans, or re-zoning) are all expedited reviews consistent with Appendix B, Article V, Sec. 4 of City Code, which was amended on December 9, 2025, to include a policy stating that all development permits for affordable housing development shall be expedited through the review and approval process.

**The Affordable Housing Advisory Committee recommends this expedited permit and plan review process continue, as approved on December 9, 2025.**

(2) All allowable fee waivers provided for the development or construction of affordable housing. No changes

**The Affordable Housing Advisory Committee recommends continuation of these impact fee deferrals/waivers.**

(3) The allowance of flexibility in densities for affordable housing.

Density allowance is designated by the Future Land Use category established in the City's Comprehensive Plan. No changes

**The Affordable Housing Advisory Committee recommends continuance to allow increases in density for affordable housing developments.**

(4) The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons. No changes

**The Affordable Housing Advisory Committee recommends no changes.**

(5) Affordable accessory residential units. No changes

**The Affordable Housing Advisory Committee recommends continuing these allowances for accessory dwelling units.**

(6) The reduction of parking and setback requirements for affordable housing. Setbacks are reduced for all affordable housing developments.

**The Affordable Housing Advisory Committee recommends continuing these setback and parking allowances for affordable housing developments, as approved on December 9, 2025.**

(7) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing. No changes

**The Affordable Housing Advisory Committee recommends no changes.**

(8) The modification of street requirements for affordable housing.
A local street right-of-way width requirement is 50 feet. Within that right-of-way width, the paved area must be at least 28 feet wide.

This right-of-way area also typically includes sidewalks, drainage, and water & sewer lines. Modification of these requirements affect all the other development elements utilizing the right-of-way area. No changes

**The Affordable Housing Advisory Committee recommends no changes.**

(9) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing. No changes

City staff presents to the Affordable Housing Advisory Committee proposed changes that may affect the cost of housing and will continue this practice.

**The Affordable Housing Advisory Committee recommends no changes.**

(10) The preparation of a printed inventory of locally owned public lands suitable for affordable housing updated annually and available on the city's website. No changes

City Staff provides this information to the Committee upon each review and as requested by the Committee, and presents to City Council every 3 years.

**The Affordable Housing Advisory Committee recommends no changes.**

(11) The support of development near transportation hubs and major employment centers and mixed-use developments.

**The Affordable Housing Advisory Committee recommends mixed-use developments continue to be encouraged within these designated areas of the City, as approved on December 9, 2025.**

**Additional recommendation.**

**Retain existing review procedures and incorporate revisions to reflect Live Local updates**.

**Recommendation**

Acknowledgement of receipt of the 2025 SHIP Annual Review and Recommendation Report.

**AFFORDABLE HOUSING ADVISORY COMMITTEE**
**2025 ANNUAL INCENTIVE REVIEW AND RECOMMENDATIONS REPORT**
**OF AFFORDABLE HOUSING INCENTIVES**

State Housing Initiatives Partnership (SHIP) statute and regulations require an annual evaluation by the Affordable Housing Advisory Committee (AHAC) of existing City policies, procedures, land development regulations, ordinances and comprehensive plan as they relate to affordable housing. All housing incentive strategy recommendations must be approved at a public hearing by a majority vote. A public hearing was advertised in the newspaper on Friday, December 19, 2025 as required by law, was held before the AHAC on Tuesday, January 20, 2026. It was submitted for acknowledgment to the City Council on January 27, 2026, and to the Florida Housing Finance Corporation by January 28, 2026, as required by statute F.S. 420.907.

The Report was made available for public inspection at the Community Development office on the 3rd floor at 900 E. Strawbridge Avenue., Melbourne, FL 32901 M-F from 8:30am - 5:00pm from December 19, 2025, through January 20, 2026.

The Report will be submitted to City Council on January 27, 2026

The AHAC presents their findings in this report.

The AHAC is comprised of nine (9) members, two (2) committee meetings were held in 2025 in order to complete the mandated Annual Review and Recommendation Report of Affordable Housing Incentives. The Affordable Housing Advisory Committee Members and the sectors they represent are as follows:

Marcus Smith
Ex-Officio City Council Member Alternate

Michael Miller
Residential home builder

John A. Miceli
Real Estate Professional

Colin Houston
Not For Profit Provider

Alesha Stallings
Real Estate Professional

Kristen Snyder-Chair
Not For Profit Provider

Felicia Prince-Vice Chair
Essential Service Personnel

Michael F. Belcher
Resident of Melbourne

John “Trey” Huy
Employers in Melbourne

The Committee is supported by staff from the Community Development Department.

In compliance with Florida Statute 420.9076 (4), and based on the review conducted by the AHAC listed below are the recommendations regarding incentives for affordable housing development.

**Review and Recommendations**

(1) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in F.S. §163.3177(6)(f)3.

The City's online portal for permit and plan approval, EnerGov, provides electronic access to submitting applications for review. Within the web-based portal for application submittals, users select whether they are submitting an application for an affordable housing project. Affordable housing application submittals are then identified by City staff reviewers for expedited processing. City staff reviewing plans and permits are responsible for expediting their review of these affordable housing developments. Application submittals for affordable housing development (whether for a building permit, site plan, subdivision plat, construction plans, or re-zoning) are all expedited reviews consistent with Appendix B, Article V, Sec. 4 of City Code, which was amended on December 9, 2025, to include a policy stating that all development permits for affordable housing development shall be expedited through the review and approval process.

**The Affordable Housing Advisory Committee recommends the expedited permit and plan review process continue, as approved on December 9, 2025.**

(2) All allowable fee waivers provided for the development or construction of affordable housing.

City Code allows affordable housing projects to defer payment of transportation, water, sewer, mobility, recreation, and public facilities impact fees. The deferral (%) amount increases based on whether the housing units are provided for moderate (25%), low (50%), and very low-income (100%) households. The duration of the deferral will be as determined by the affordability period table in City Code. The non-deferred amount must be paid prior to a certificate of occupancy being issued. At the completion of the affordability period for low and very low-income households, the applicable deferred fees may be administratively waived by the city if the development has remained in compliance with all standards within City Code; excluding water and sewer impact fees.

**The Affordable Housing Advisory Committee recommends continuation of these impact fee deferrals/waivers.**

(3) The allowance of flexibility in densities for affordable housing.

Density allowance is designated by the Future Land Use category established in the City's Comprehensive Plan. Additionally, City Code allocates a density allowance based on whether or not the property is located within an activity center. The city has

designated activity centers to reflect the need to intensify and consolidate complementary land uses in strategic locations to prevent urban sprawl and encourage alternative transportation options. Affordable housing developments within the R-1B, R-2, and R-3 zoning districts could be permitted with a 30% density bonus. Live Local Act affordable housing developments in the R-P, C-1A, C-1, C-2, C-3, C-P, C-E, M-1, and M-2 zoning districts are allowed a residential density of 100 dwelling units per acre which is the highest density allowance anywhere in the city.

**The Affordable Housing Advisory Committee recommends continuance to allow increases in density for affordable housing developments.**

(4) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

The City's concurrency evaluation system measures the potential impact of any proposed project or expansion to an existing project for which a development order is required, upon the established minimum acceptable level of service for a roadway, solid waste, potable water, drainage, wastewater treatment, schools, or park/recreation public facility or service. No final development order shall be approved unless adequate public facilities and services are available as determined by the concurrency evaluation.

**The Affordable Housing Advisory Committee recommends no changes.**

(5) Affordable accessory residential units.

An accessory residential dwelling unit is allowed in residential zoning districts with a minimum one-third acre lot area. In the Central Business Overlay Zone and the Eau Gallie Art Overlay, one accessory dwelling unit is allowed with no minimum lot area requirement. Within nonresidential developments, one accessory residential dwelling unit is allowed. And in any of the city's activity centers, an accessory dwelling unit shall not be deemed to exceed the allowable residential density.

**The Affordable Housing Advisory Committee recommends continuing these allowances for accessory dwelling units.**

(6) The reduction of parking and setback requirements for affordable housing.

Setbacks are reduced for all affordable housing developments.

Single-family residential affordable housing developments are required to provide a minimum two parking spaces with options to provide at least one garage space and one parking space in the driveway or one carport covered parking space and one parking space in the driveway.

Required parking spaces are reduced in affordable housing multi-family residential developments to include: one parking space for each efficiency and one bedroom dwelling unit, 1.5 parking spaces for each two-bedroom dwelling unit for a low or very low -income household, 1.7 parking spaces for each moderate-income two-bedroom dwelling unit, and 1.7 parking spaces for each three bedroom or more dwelling units.

No additional parking space is required for an accessory dwelling unit.

**The Affordable Housing Advisory Committee recommends continuing these setback and parking allowances for affordable housing developments, as approved December 9, 2025.**

(7) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

Lot dimensions specifically for affordable housing developments are established in City Code to also include affordable housing developments.

Townhome developments have interior zero lot line configurations.

C-3 (Central Business District) is a zero-lot line zoning district.

**The Affordable Housing Advisory Committee recommends no changes.**

(8) The modification of street requirements for affordable housing.

A local street right-of-way width requirement is 50 feet. Within that right-of-way width, the paved area must be at least 28 feet wide. This right-of-way area also typically includes sidewalks, drainage, and water & sewer lines. Modification of these requirements affect all the other development elements utilizing the right-of-way area.

**The Affordable Housing Advisory Committee recommends no changes.**

(9) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

City staff presents to the AHAC proposed changes that may affect the cost of housing. City staff will continue this practice.

**The Affordable Housing Advisory Committee recommends no changes.**

(10) The preparation of a printed inventory of locally owned public lands suitable for affordable housing updated annually and available on the City's website.

City Staff provides this information to the Committee upon each review and as requested by the Committee.

**The Affordable Housing Advisory Committee recommends no changes.**

(11) The support of development near transportation hubs and major employment centers and mixed-use developments.

Mixed-use developments are allowed within the R-P, C-1A, C-1, C-3, and C-P zoning districts and Live Local Act developments.

Future land uses allowing residential density and nonresidential floor area include: (Mixed Use) future land use allows higher density ranging from 30 dwelling units per acre to 100 in the activity centers of the city and an allowance of 15 dwelling units per

acre outside the activity centers; (General Commercial) future land use density allowance is 15 dwelling units per acre in all areas; and (Office/Professional) future land use allows density of 15 dwelling units per acre in all activity centers and 10 dwelling units per acre outside an activity center. Live Local Act affordable housing developments are allowed a residential density of 100 dwelling units per acre. Mixed use Live Local Act affordable housing developments must include at least 65 percent of the total square footage for all building area must be used for residential purposes. For mixed use Live Local Act affordable housing development projects, the maximum permitted floor area ratio (FAR) shall not exceed 150 percent of the maximum FAR permitted within the City, currently a FAR of 6.0.

Mixed Use future land use is prevalent in the Downtown and Eau Gallie redevelopment areas, along Lipscomb St., and the Mayfair property east of Babcock St. north of Pirate Ln. Other areas of the City with (Mixed Use) future land use include west of MLK Blvd north of Hibiscus Blvd. and south of Nasa Blvd., west of Babcock St. in the Nieman Rd. area, as well as other pockets throughout the City.

General Commercial future land use is prevalent along the major roadways throughout the City.

Office/Professional future land use is mostly along Sarno Rd. with pockets of areas along Babcock St. south of New Haven Ave., MLK Blvd. between Hibiscus Blvd. and New Haven Ave., and along the east side of Dairy Rd. south of New Haven Ave. and north of Edgewood Dr.

**The Affordable Housing Advisory Committee recommends mixed-use developments continue to be encouraged within these designated areas of the City, as approved December 9, 2025.**

**Additional Recommendations**

Retain existing review procedures and incorporate revisions to reflect Live Local Act updates.

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | Community Development |
| Presenter: | Cindy Dittmer |
| Council District: | N/A |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.17.b. |

**Subject:**
Sponsorship Agreement between the City of Melbourne and Community Housing Initiative, Inc., through State Housing Initiatives Partnership (SHIP) funds in the amount of $260,000 for the Implementation of the Purchase Assistance Program.

**Background/Consideration:**
This is a request for approval of an agreement between the City of Melbourne and Community Housing Initiative (CHI) to implement the City's Purchase Assistance Program identified in the 2022-2025 Local Housing Assistance Plan (LHAP). During the April 12, 2022 Council meeting, the 2022-2025 LHAP was adopted by Resolution No. 4087.

This agreement will allow the City of Melbourne to implement one of the strategies approved by City Council in the 2022-2025 LHAP. The LHAP details the City's intention regarding the use of SHIP funds and describes the various housing assistance strategies developed by the City to foster the availability of affordable housing for low- to moderate-income persons.

On October 2, 2025, the notice of funding availability for the SHIP fiscal years 2023-2024 and 2024-2025 in the amount of $260,000 was advertised in the Florida Today newspaper. Interested non-profits were invited to apply for SHIP funds to administer the City's purchase assistance strategy. This strategy is supported by funds issued for the State fiscal years 2023-2024 and 2024-2025. CHI was the only non-profit to apply to administer the City's Purchase Assistance Program (PAP).

CHI is a 501(c)(3) non-profit organization dedicated to assisting with affordable housing for low- and moderate-income individuals. Serving Brevard County residents since 1992, CHI has administered homebuyer assistance programs for Cocoa and Titusville, and has partnered on affordable housing projects in Palm Bay and Brevard County. CHI also owns and operates Willow Brook Apartments, a 54-unit affordable rental community developed in 1995.

Since 1999, the organization has leveraged SHIP and HOME funding to expand affordable housing in the City of Melbourne and administered the Purchase Assistance Program.

**Fiscal/Budget Impact:**
Initial funding for this program was budgeted at $139,707 in account 57800554-534370 (Purchase Assistance Program). An administrative budget adjustment in the amount of $120,293 from account 57800554-534251 (Rental Development) is necessary to fund the program.

**Requested Action:**
Approval of the Sponsorship Agreement between the City of Melbourne and Community Housing Initiative, Inc., through State Housing Initiatives Partnership (SHIP) funds in the amount of $260,000 for the Implementation of the Purchase Assistance Program.

# Memorandum

**TO:** Jenni Lamb, City Manager

**THRU:** Cindy Dittmer, AICP, Community Development Director
Abby Johnson, Housing and Improvement Manager

**FROM:** Kelly Calvacca, Program Administrator

**RE:** State Housing Incentives Partnership (SHIP) Program Award to Community Housing Initiative, Inc., for the Implementation of Purchase Assistance Program.

**DATE:** January 14, 2026

This is a request for approval of an agreement between the City of Melbourne and Community Housing Initiative (CHI) to implement the City's Purchase Assistance Program identified in the 2022-2025 Local Housing Assistance Plan (LHAP). During the April 12, 2022 Council meeting, the 2022-2025 LHAP was adopted by Resolution No. 4087.

The agreement will allow the City of Melbourne to implement one of the strategies approved by City Council in the 2022-2025 LHAP. The LHAP details the City's intention regarding the use of SHIP funds and describes the various housing assistance strategies developed by the City to foster the availability of affordable housing to low- to moderate-income persons. This request addresses the need to preserve affordable housing and improve any substandard conditions.

On October 2, 2025, the notice of the availability of funding for the SHIP fiscal years 2023-2024 and 2024-2025 in the amount of $260,000 was advertised in the Florida Today newspaper. Interested non-profits were invited to apply for SHIP funds to administer the City's Purchase Assistance Program. This strategy is supported with funds issued for the state fiscal years 2023-2024 and 2024-2025.

CHI was the only non-profit to apply to administer the City's Purchase Assistance Program (PAP). The proposal was responsive and met all the required criteria for consideration.

CHI is a 501(c)(3) non-profit organization whose purpose is in part *"to provide for assistance in the acquisition of decent housing" and "to lessen the burden of government in regard to the provision of affordable housing for underprivileged persons and persons of low- to moderate-income."* CHI has been serving Brevard residents since 1992 and has administered the City's Purchase Assistance Programs beginning in 1996. Currently, CHI administers homebuyer assistance programs for the cities of Cocoa and Titusville. Additionally, CHI continues to partner on special affordable housing projects with the named jurisdictions, as well as the City of Palm Bay and Brevard County. CHI also owns

and operates Willow Brook Apartments, a 54-unit affordable rental community developed by CHI in 1995.

Since 1992, CHI has helped over 200 low- to moderate-income families achieve homeownership in Melbourne. Through programs like the Purchase Assistance Program, as well as SHIP-funded initiatives such as Hurricane Housing Recovery (HHR) and Homebuyer Education/Housing Counseling, CHI has made significant strides in supporting affordable housing. Since 1999, the organization has received approximately $3.1 million in SHIP funding, and since 2016, has been awarded over $706,000 in HOME Investment Partnership Program funds.

Most recently, CHI assisted six families in purchasing their first homes in the City of Melbourne. Additionally, since 2008, CHI has built eight single-family homes on vacant lots in Melbourne's South Target Area. The organization has also partnered with other non-profits to develop rental housing projects.

**Recommendation**
Approval of Funding Agreement between the City of Melbourne and Community Housing Initiative (CHI) to implement the City’s Purchase Assistance Program.

# STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)

## SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (this "Agreement"), is entered into this by _____ and between the **CITY OF MELBOURNE**, a Florida municipal corporation whose principal place of business is 900 East Strawbridge Avenue, Melbourne, Florida 32901-4739 (hereinafter referred to as the "CITY"); and **Community Housing Initiative, Inc.,** a not for profit 501(c)(3) corporation whose principal place of business is 3033 College Wood Dr., Melbourne, FL 32934-8324 and mailing address is P.O. Box 410522, Melbourne, FL 32941-0522 (hereinafter referred to as the "SPONSOR" or "CHI").

## W I T N E S S E T H

WHEREAS, the State of Florida established a program to make affordable residential units available to eligible persons pursuant to the State Housing Initiatives Partnership Act;

WHEREAS, the CITY is an eligible municipality qualified to participate in the State Housing Initiatives Partnership ("SHIP") Program pursuant to §§420.907-420.9079, Florida Statutes;

WHEREAS, City Council adopted the policy creating the Purchase Assistance Program (referenced herein as the "Subject Program"), which Subject Program provides purchase assistance to very low and low-income homebuyers purchasing new homes within the CITY limits in which the mortgage is held by a first mortgage lender;

WHEREAS, the CITY developed and implemented the current local housing assistance plan created to make affordable residential units available to eligible persons pursuant to the SHIP Act, which plan was titled "2023-2025" SHIP Local Housing Assistance Plan" (the "LHAP");

WHEREAS, one of the strategies set forth in the LHAP implements the Subject Program;

WHEREAS, the CITY appropriated a portion of its SHIP funds for the implementation of the Subject Program through an eligible sponsor as defined by §420.9071(11), Florida Statutes and in accordance with SHIP laws, rules, regulations, policies and procedures;

WHEREAS, the CITY advertised through a Public Notice the availability of the SHIP funds on October 2, 2025 and issued a request for proposals from eligible sponsors to deliver the Subject Program as a SHIP housing program;

WHEREAS, the SPONSOR states that it possesses the experience, skills and ability to conduct and perform the Subject Program and agrees to use such experience, skill and ability in its execution and completion of this Agreement for the benefit of the CITY;

WHEREAS, the SPONSOR qualifies as a community housing development organization ("CHDO"), as defined in 24 CFR, Part 92, and is therefore granted priority to be selected as an eligible sponsor under the Sponsor Selection Criteria outlined in the LHAP;

WHEREAS, the CITY has selected the SPONSOR as an eligible sponsor to administer the Grant Funds pursuant to the Subject Program;

WHEREAS, the CITY and the SPONSOR desire to sign an agreement which sets forth the terms and conditions of for the use and acceptance of the SHIP funds for the Subject Program;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the City and the SPONSOR agree as follows:

**1. RECITALS; EXHIBITS AND ATTACHMENTS; DEFINITIONS**

**1.1.** Recitals. Each and all of the foregoing recitals are hereby declared to be true and correct and are incorporated herein.

**1.2.** Exhibits and Attachments. The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

| Exhibit | Description |
|---|---|
| A | Purchase Assistance Program Policies |
| B | Statement of Work - Program Narrative |
| C | Statement of Work - Budget |
| D | Statement of Work - Schedule of Expenditure of Grant Funds |
| E | Homeownership Purchase Assistance Strategy |
| F | PAP Sponsor Procedure Checklist |
| G | State Funds Awarded for purposes of Audit Reporting |

| Attachment | Description |
|---|---|
| 1 | Form – Annual Audit Certification |
| 2 | Form – Request for Reimbursement Form |
| 3 | Form – Monthly Report - PAP Applicant Summary |
| 4 | Form – Monthly Report - PAP Financial Tracking |
| 5 | Form – Monthly Report - PAP Summary |
| 6 | Form – PAP Data Information Sheet |

**1.3.** Definitions. In this Agreement, unless the context otherwise requires, the terms set forth below are defined as follows:

(a) **"Eligible Applicant"** means an eligible applicant awarded funding from the Grant Funds through the SPONSOR pursuant to the Subject Program.

(b) **"Encumbered Funds"** means the total amount of SHIP funds committed through June 30 for each fiscal year.

(c) **"Expended Funds"** means the total amount of SHIP funds expended through June 30 for each fiscal year.

(d) **"FHFC"** means the Florida Housing Finance Corporation, a public corporation and a public body corporate and politic created by §420.504, Fla. Stat.

(e) **"Grant Funds"** means and refers to a maximum of $260,000 allocated to SPONSOR from the City's SHIP funding year 2023-2025, subject to the terms and conditions of the Subject Program and this Agreement.

(f) **"Low-income person" or low-income household"** means one or more natural persons or a family that has a total annual anticipated gross household income that does not exceed eighty percent (80%) of the median annual income for the Palm Bay – Melbourne-Titusville Metropolitan Statistical Area (MSA).

(g) **"Moderate-income person or moderate-income household"** means one or more natural persons or a family that has a total annual anticipated gross household income that does not exceed one hundred and twenty percent (120%) of the median annual income for the Palm Bay – Melbourne-Titusville Metropolitan Statistical Area (MSA).

(h) **"SHIP Program"** means and refers to the State Housing Initiatives Partnership Program that FHFC administers pursuant to §§420.907-420.9079, Fla. Stat. and Fla. Admin. Code R. 67-37, as now in effect and as may be amended from time to time.

(i) **"Subject Program"** means and refers to the Purchase Assistance Program (sometimes referred to as PAP) adopted by City Council and implemented by the corresponding strategy in the current LHAP and authorized by and subject to the SHIP Program. Subject Program provides purchase, closing costs, and rehabilitation assistance to very-low-income and low-income homebuyers purchasing new homes within the CITY limits. The Subject Program is fully described in attached Exhibit A (Purchase Assistance Program Policies), Exhibit B (Program Narrative), Exhibit E (Homeownership Purchase Assistance Strategy), Exhibit F (PAP Sponsor Procedure Checklist), and containing programmatic reporting and compliance forms that include Attachment 1 (Annual Audit Certification Form), Attachment 2 (Request for Reimbursement Form), Attachment 3 (Monthly Report – PAP Applicant Summary form), Attachment 4 (Monthly Report – PAP Financial Tacking Form), Attachment 5 ( Monthly Report – PAP Summary Form), and Attachment 6 (PAP Data Information Sheet ).

(j) **"Very low-income person"** or **"very low-income household"** means one or more natural persons or a family, that has a total annual anticipated gross household income that does not exceed fifty percent (50%) of the median annual income for the Palm Bay-Melbourne-Titusville MSA, adjusted for household size

## 2. SOURCE AND USE OF GRANT FUNDS

**2.1.** The CITY shall reimburse the SPONSOR for eligible expenses under the Subject Program in a total amount not to exceed the Grant Funds subject to the terms and conditions of this Agreement.

**2.2.** The sole source of funding from the CITY for the grant awarded to the SPONSOR under this Agreement is the SHIP Program entitlement received by the CITY pursuant to the SHIP Program and allocated by the CITY for the Subject Program pursuant to the LHAP. SPONSOR agrees that in the event that the SHIP Program entitlement is reduced or altogether withheld from the CITY, then the CITY shall not be liable for payment of contracted services from any CITY fund other than the Subject

Program entitlement, in which case the SPONSOR agrees that the maximum sum payable under this Agreement may be reduced by the CITY. In the event it is determined that the CITY or the SPONSOR have not fulfilled its respective obligations under the SHIP Program entitlement requirements or the Subject Program entitlement requirements then the CITY may demand reimbursement of expenses paid under this Agreement. The SPONSOR shall provide said reimbursement within ten (10) days of said notice from the CITY.

**2.3.** The SPONSOR further acknowledges that this Agreement is necessary to comply with the requirements of the SHIP Program, which is the source of the Grant Funds provided under this Agreement, and agrees that it will comply with and will require all subcontractors, sub grantees, and assigns to comply with all terms and conditions of said SHIP Program and this Agreement, as amended. It shall be SPONSOR's responsibility to ensure that it has the latest version of all applicable laws and regulations in its possession to ensure compliance with the provisions. The SPONSOR agrees to utilize funds available under this Agreement exclusively pursuant to the Subject Program to eligible persons and households associated with the each completed and occupied unit.

**2.4.** The SPONSOR agrees that all Grant Funds shall be used by the SPONSOR for the purposes of providing project assistance in accordance with this Agreement, particularly in accordance with the Subject Program subject to the SHIP Program. The SPONSOR agrees to comply with the requirements as outlined in §§420.907- 420.9079, Fla. Stat. and Fla. Admin. Code R. 67-37, as may be amended from time to time. The SPONSOR also agrees to comply with all other applicable state and local laws, regulations, and policies governing the Grant Funds.

**2.5.** Both parties agree that the total grant to be paid hereunder for actual expenses incurred and reimbursed shall be no more than the Grant Fund as defined herein. The Grant Funds shall be expended in accordance with the terms and conditions of this Agreement. Any remaining funds shall revert to the CITY or other CITY approved agency upon expiration or termination of this Agreement.

**2.6.** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed two hundred and sixty thousand dollars ($260,000) for the Subject Program. Eligible expenses shall be made against the budget specified in Exhibit C and in accordance with the Subject Program performance requirements specified in this Agreement

**2.7.** Prohibited Activities. The SPONSOR is prohibited from using Grant Funds provided herein or personnel employed in the administration of the Subject Program for political activities; sectarian or religious activities, lobbying, political patronage, or nepotism activities.

**2.8.** This paragraph 2 shall survive any termination or expiration of this Agreement.

## 3. SCOPE OF SERVICE

**3.1.** The SPONSOR represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein and offers to perform those services as described in CITY's Request for Proposal to deliver SHIP Housing Program issued October 2, 2025 and SPONSOR's Proposal dated November 3, 2025. The CITY has a need for such services and does hereby accept the offer of the SPONSOR upon the terms and conditions outlined in this Agreement.

**3.2.** The SPONSOR shall, in a satisfactory and proper manner as determined by the CITY, perform the necessary tasks to administer and implement the Subject Program as the eligible sponsor of the Subject Program subject to the SHIP Program.

**3.3.** The SPONSOR shall comply with all requirements of the Subject Program and all Grant Funds provided by this Agreement shall be used for the limited purposes of the Subject Program.

**3.4.** The SPONSOR agrees to provide a Housing Counseling/Home Buyer Education Program for housing counseling and Home Buyer education activities associated with the Subject Program.

## 4. TIME OF PERFORMANCE

The term of this Agreement shall begin on the Effective Date of this Agreement, which Effective Date shall be the date of the last of the parties to sign. All services required hereunder shall be completed in accordance with the schedule set forth in the attached Exhibit D (Schedule of Expenditures of Grant Funds). Grant Funds unused by June 30, 2027 shall be forfeited and returned to the CITY, whether or not such Grant Funds have been encumbered by an active project. The Sponsor understands and agrees that Grant Funds encumbered but not disbursed prior to June 30, 2027 shall be considered unused.

## 5. PROJECT APPROVAL PROCES

**5.1.** Encumbrance of Grant Funds. SPONSOR agrees to utilize funds available under this Agreement for the Subject Program exclusively for down payment and closing cost assistance (and repairs in the case of existing housing) to eligible persons and households, and for project delivery costs and construction soft costs associated with each completed eligible unit.

**5.2.** Disbursement of Grant Funds. Upon completion of the particular project seeking assistance under the Subject Program, the SPONSOR shall submit a Request for Reimbursement (Attachment 2) and proof of satisfactory performance of the Subject Program requirements. All reimbursements made by the CITY shall be limited to eligible expenses, shall be made payable to the SPONSOR and shall be made against the balance of the Grant Funds available and in accordance with the Subject Program requirements. Grant Funds shall be paid by check or by ACH payment to the SPONSOR within twenty (20) working days of receipt of a complete request for reimbursement provided the SPONSOR has completed its obligations under the Subject Program and this Agreement, including the performance standards for the applicable activities as set forth in the Program Narrative included within Exhibit B. The City shall review each request prior to payment to verify that the costs claimed are allowable under the provisions of this Agreement. In the event the City reimburses the SPONSOR for any ineligible owner or property served under this Agreement, then the SPONSOR shall make full repayment to the City. Failure to submit required Monthly Program Reports (Attachments 3, 4 & 5) may result in payment delays or forfeiture of the Grant Funds.

## 6. PROGRAM EVALUATION AND MONITORING

**6.1.** Inspection. The CITY has the right to monitor and evaluate all aspects of activities carried out by SPONSOR under this Agreement. Such evaluations will be affected by the submission of reports and information by SPONSOR and monitoring visits of SPONSOR and the work site by the CITY. Contractual requirements related to inspections, reports and records include, but are not limited to program records and project work sites. The SPONSOR's records with respect to any matters covered by this

Agreement shall be made available to the City, the FHFC, the Auditor General and/or any of their duly authorized representatives at any time during normal business hours, as often as the City, the FHFC, the Auditor General and/or any of their duly authorized representatives deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

**6.2.** Recordkeeping. The SPONSOR shall maintain all records required by the CITY that are pertinent to the activities/responsibilities to be funded under the Subject Program. The SPONSOR shall maintain accurate individual project files with detailed records of each project, including:

- Acquisition or construction costs and operating costs attributed to a project, identifying direct assistance funding through the Subject Program and other revenue sources;
- The original executed note(s) and original mortgage(s) on the property;
- Documentation substantiating compliance with the Equal Opportunity, Fair Housing and Affirmative Marketing, and other contractual requirements;
- The SPONSOR shall maintain a summary of this information and shall submit this information to the CITY upon request.

**6.3.** Florida Single Audit Act.

**6.3.1.** Pursuant to Florida Statute 215.97, the Florida Single Audit Act, in the event that the SPONSOR expends a total amount of State financial assistance equal to or in excess of seven hundred and fifty thousand dollars ($750,000) in any fiscal year, the SPONSOR must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services, and Chapter 10.650, Rules of the Auditor General. Exhibit G to this Agreement indicates state financial assistance awarded through the FHFC by this Agreement. In determining the State financial assistance expended in its fiscal year, the SPONSOR shall consider all sources of State financial assistance, including State financial assistance received from the FHFC ~ SHIP program. State financial assistance does not include federal direct or pass-through awards and resources received by the SPONSOR for federal program matching requirements.

**6.3.2.** In connection with these audit requirements, the SPONSOR shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapter 10.650, Rules of the Auditor General. The financial reporting package must be delivered to the City within forty-five (45) days after delivery of the financial reporting package to the SPONSOR, but in no event later than nine (9) months after the SPONSOR's fiscal year end.

**6.3.3.** If the SPONSOR expends less than seven hundred and fifty thousand dollars ($750,000) in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the SPONSOR expends less than seven hundred and fifty thousand dollars ($750,000) in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provision of Section 215.97, Florida Statutes, then the cost of the audit must be paid from non-State funds.

**6.4.** Reports and Audits.

**6.4.1.** Annual Audit Certification. In addition to any requirements of the Florida Single Audit Act, within forty-five (45) days after the end of the SPONSOR's fiscal

year for each year covered by this Agreement, the SPONSOR shall complete and submit to the CITY an Audit Certification Form (Attachment 1).

**6.4.2.** Monthly Program Reporting. The SPONSOR shall submit Monthly Program Reports to the City in the form and content required by the City, including but not limited to Applicant Summary Report, Financial Tracking Report and Monthly Summary Report (Attachments 3, 4 and 5). SPONSOR shall provide written status reports to the CITY within the ten (10) days following the end of every month. Each monthly report shall be signed and certified as true, correct and complete, as of the date thereof, by the Executive Director of the SPONSOR and shall constitute a representation and warranty by the SPONSOR to the CITY as to the contents thereof. All expenditure of funds shall be made on a unit of service basis or as set forth in the attachments and exhibits. All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and the applicable federal laws and regulations. The failure to submit monthly reports is grounds either for the CITY to withhold further payments to the SPONSOR or terminate this Agreement. The SPONSOR shall provide the CITY with all additional Project information as may be requested by the CITY from time to time, in form and content acceptable to the CITY for the purpose of determining compliance with the SHIP program requirements.

**6.4.3.** Payments. The City shall make payments to the SPONSOR as outlined in Exhibit C, Statement of Work – Budget. Satisfactory requests shall be paid by check or ACH to SPONSOR within ten (10) working days of receipt of a Request for Reimbursement Form (Attachment 2). Each Request for Reimbursement must include the following: (i) a completed Data Information Form (Attachment 6) for the assisted applicant, (ii) the Closing Disclosure (iii) a copy of the check/wire/payment confirmation payable to the closing agent representing the City's second mortgage (iv) a copy of the check payable to the contractor(s) making repairs (v) SPONSOR's invoice for the applicable project delivery fee, rehabilitation and down payment/closing cost.

**6.4.4.** Closeouts. SPONSOR's obligation to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to, making final payments and determining the custodianship of records.

**6.4.5.** Monitoring. The SPONSOR shall do all things necessary to assist the CITY in carrying out its Project oversight and monitoring responsibilities to ensure compliance with the SHIP regulations as outlined in Section 420.907 of the Florida Statutes and F.A.C. 67-37. Further, the SPONSOR shall constantly monitor its performance under this Agreement to ensure that the project schedule and timelines are being met, repairs are completed within the specified time period, and other performance objectives are achieved.

## 7. RETENTION

The SPONSOR shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5)-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the regular five (5)-year period, whichever occurs later.

## 8. CONFLICT OF INTEREST

The Sponsor shall assure no member, officer, or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Subject Program during their tenure, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Subject Program assisted under this Agreement. Any possible conflict of interest on the part of the Sponsor shall be disclosed in writing to the City.

## 9. PUBLIC RECORDS

**9.1.** The SPONSOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law set forth in Chapter 119 of Florida Statutes and, as such, SPONSOR 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.

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

**9.3.** To the extent SPONSOR is "acting on behalf of the CITY," the SPONSOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., SPONSOR shall (1) Keep and maintain public records required by the CITY to perform such 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 Agreement and following completion of the Agreement if the SPONSOR does not transfer the records to the CITY; and (4) Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the SPONSOR or keep and maintain public records required by the CITY to perform the services undertaken on behalf of the CITY. If the SPONSOR transfers all public records to the CITY upon completion of the Agreement, the SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SPONSOR keeps and maintains public records upon completion of the Agreement, the SPONSOR 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 SPONSOR 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 SPONSOR. In the event of such breach, in addition to all other remedies available, SPONSOR 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 SPONSOR 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 SPONSOR.

If the SPONSOR has questions regarding the application of Chapter 119, Florida Statutes, to the sponsor'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**

**10. INSURANCE**

**10.1.** Upon the Effective Date and through the term of this Agreement, SPONSOR shall provide the following insurance:

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

Workers Compensation and Employer's Liability Insurance. SPONSOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit.

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

**10.3.** If subcontractors are authorized by the CITY, all coverage for SPONSOR's subcontractors shall be subject to all of the requirements stated herein.

**10.4.** The SPONSOR shall be responsible for initiating, maintaining and supervising all safety precautions in connection with the performance of obligations under

this Agreement. The SPONSOR shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to homeowners or workers in their employ and to the property, materials and equipment related to each project under this Agreement.

## 11. INDEMNIFICATION

SPONSOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean-up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by or arising out of (i) SPONSOR's breach of any term or provision of this Agreement; (ii) any negligent or willful acts, errors, or omissions by SPONSOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Agreement; (iii) the development, construction, operation, or maintenance of the housing; all except for liability arising out of, and to the extent of, the sole gross negligence or willful misconduct of CITY, its officers, agents, or employees or other wrongful acts for which the CITY is found liable by a court of competent jurisdiction. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. In particular, the SPONSOR will hold the CITY harmless and will indemnify the CITY for funds which the CITY is obligated to refund to the State arising out of the conduct of activities under this Agreement.

## 12. SUSPENSION OR TERMINATION

**12.1.** Termination for Convenience. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, reports or other materials prepared by the SPONSOR under this Agreement shall, at the option of the City, become the property of the City.

**12.2.** Default by SPONSOR. The City may suspend or terminate this Agreement, in whole or in part, effective immediately and without prior notice if the SPONSOR materially fails to comply with any term of this Agreement, or with any of the laws, rules, regulations or provisions referred to herein, in addition to other remedies as provided by law. If through any cause the SPONSOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or violates any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement or suspend payment in whole or part by giving written notice to the SPONSOR of such termination or suspension of payment and specify the effective date thereof, at least five (5) working days before the effective date of termination or suspension and may proceed in law or equity to enforce its legal rights under this Agreement. If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SPONSOR as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be

limited to, improper use of funds, failure to comply with paragraph 3, Scope of Service of this Agreement or failure to submit periodic reports as determined by the City.

## 13. COMPLIANCE WITH LAWS

**13.1.** SPONSOR shall comply with all federal, state, and local laws and regulations governing the SPONSOR's obligations as the eligible sponsor in the course of this Agreement. Lack of knowledge by SPONSOR shall in no way be cause for relief from responsibility.

**13.2.** SPONSOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.

**13.3.** CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). SPONSOR shall establish appropriate procedures and controls so no services to subrecipients or applicants provided under this Agreement will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

**13.4.** SPONSOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those listed suppliers from bid submittal for a period of thirty-six (36) months.

**13.5.** SPONSOR shall maintain, for the duration of this Agreement, all valid licenses and certificates required for the SPONSOR's obligations as the eligible sponsor in the course of this Agreement and to the provision of services to the subrecipients.

**13.6.** SPONSOR shall comply with all applicable laws, rules, regulations, and orders existing during the term of this Agreement, including obtaining and maintaining all necessary permits and licenses. SPONSOR acknowledges and warrants that it is or will make itself through its responsible managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the SPONSOR's obligations as the eligible sponsor in the course of this Agreement and to the provision of services to the subrecipients, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, environmental impacts, and CITY building codes and regulations. SPONSOR further agrees to establish policy for its employees, subrecipients and volunteers to maintain compatible relations with CITY employees and the public.

**13.7.** Disabilities Access Laws. Without limiting SPONSOR's responsibility under this Agreement for compliance with all laws, with regard to all operations and activities that are the responsibility of SPONSOR under this Agreement, SPONSOR shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 (ADA) [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)], the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws. With regard to facilities for which SPONSOR is responsible for operation, maintenance, construction, restoration, or renovation under this Agreement, SPONSOR also shall be responsible for compliance with any other applicable laws.

**13.8.** Nondiscrimination. SPONSOR and its employees shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for

employment, Subrecipient, or any member of the public because of sex, race, color, religion, marital status, need for family and medical care leave, ancestry, national origin, protected medical condition, age (40 and above), disability (mental and physical), pregnancy, or need for reasonable accommodation. Further, as part of compliance with the foregoing, SPONSOR and SPONSOR's employees shall not discriminate by refusing to furnish any person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall SPONSOR or SPONSOR's employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person. The SPONSOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**13.9.** Debarment. The SPONSOR certifies that no officer or agent of the SPONSOR has been debarred from bidding, proposing, or contracting for federal, state, or local government programs or activities. The SPONSOR assures that all of its subcontractors who will participate in activities which are the subject to this agreement are eligible and have not been debarred.

## 14. MISCELLANEOUS PROVISIONS

**14.1.** Entire Agreement; Amendment. This Agreement contains and embraces the entire agreement between the parties hereto and neither it, nor any part of it, may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the CITY and the SPONSOR. Notwithstanding the foregoing, written amendments involving budget adjustments between line items, project schedules, and progress or on-going compliance reporting may be modified in the sole discretion of the CITY, subject to the approval by the City's Housing and Urban Improvement Manager without the necessity of City Council approval.

**14.2.** Notice. All notices required to be given under this Agreement shall be sufficient when shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the **CITY**

Abby Johnson, Housing and Improvement Manager
City of Melbourne
900 E. Strawbridge Ave., Melbourne, FL 32901
Telephone: (321) 608-7530; FAX: (321) 674-5738
Email: abby.johnson@mlbfl.org

If to **SPONSOR**

Nicole Tenpenny, Executive Director
Community Housing Initiative, Inc.
PO Box 410522, Melbourne, FL 32941-0522
Telephone: (321) 253-0053; FAX: (321) 253-1575
Email: nicole@chibrevard.org

**14.3.** Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

**14.4.** Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. In providing services as the eligible sponsor of the Subject Program pursuant to this Agreement, SPONSOR is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of the CITY. As an independent contractor, SPONSOR will be solely responsible for determining the means and methods for providing services. SPONSOR shall have complete charge and responsibility for personnel employed by SPONSOR. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement benefits, life and/or medical insurance and Workers' Compensation Insurance, as the SPONSOR is an independent contractor.

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

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

**14.7.** No Third-party Beneficiaries. This Agreement is for the sole benefit of the CITY and the SPONSOR and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

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

**14.9.** Survival. All recordkeeping, retention and public records requirements of this Agreement shall survive any termination or expiration of this Agreement.

**14.10.** Counterparts of the Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one and the same instrument.

**14.11.** Grantor Recognition. The SPONSOR shall insure recognition of the role of the SHIP Program and the City of Melbourne in carrying out each project through this Agreement. All publicity materials or notices pursuant to this Agreement shall be prominently labeled as to funding source.

*[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Lisa Walters
Signature of Witness #1

Lisa Walters
Print Name

PO Box 410522, Melbourne, FL 32941
Print Address

Signature of Witness #2

Lisa Murphy
Print Name:

3033 CollegeWood Dr, Melbourne FL 32934
Print Address

COMMUNITY HOUSING INITIATIVE, INC., a Florida non-profit corporation

By: Nicole Tenpenny
Nicole Tenpenny
Executive Director

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BREVARD
The foregoing instrument was acknowledged before me by (✓) physical presence or (___) remote audio-visual means, this January 8, 2026 by Nicole Tenpenny, as Executive Director of COMMUNITY HOUSING INITIATIVE, INC., a Florida non-profit corporation, on behalf of the corporation. S/He is personally known to me or has produced _____ as identification.

Notary Public

LISA MURPHY
Notary Public-State of Florida
Commission # HH 599624
My Commission Expires
October 08, 2028

My commission expires:
October 08, 2028

Signed, sealed and delivered
in the presence of:

Signature of Witness #1

Print Name

Signature of Witness #2

Print Name:

CITY OF MELBOURNE,
a Florida municipal corporation

By: _____
Jenni Lamb
City Manager

(City Seal)

ATTEST:

Kevin McKeown, City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD
The foregoing instrument was acknowledged before me by (__) physical presence or (___) remote audio-visual means, this _____ by Jenni Lamb, City Manager of the CITY OF MELBOURNE, a Florida municipal corporation, on behalf of the corporation. She is personally known to me.

_____
Notary Public

My commission expires:

# EXHIBIT A

## Purchase Assistance Program Policies

### I. Purpose

The purpose of this document is to establish the policies of the City of Melbourne's Purchase Assistance Program (PAP) so as to promote fairness and equitable treatment of applicants and recipients of program assistance. Policies are written in accordance with the enabling legislation and implementing regulations of the State Housing Initiatives Partnership Program (SHIP), administered by the Florida Housing Finance Corporation (FHFC), HOME Investment Partnerships (HOME) Program and Community Development Block Grant (CDBG) administered by U. S. Department of Housing and Urban Development (HUD).

### II. Program Goals

In accordance with the needs identified, the priorities established, and the objectives and strategies outlined in the City of Melbourne's CDBG/HOME Consolidated Plan (and as published in the Brevard County HOME Consortium's Consolidated Plan), its SHIP Local Housing Assistance Plan and the Housing Element of the City of Melbourne's Comprehensive Plan, the goals of the Purchase Assistance Program are:

- The provision of affordable housing for low to moderate income households.

### III. Statutes and Regulations

- State Housing Initiatives Partnership Act, §§ 420.907 – 420.9079, Fla. Stat.
- State Housing Initiatives Partnership Program, Rule Chapter 67-37, Fla. Admin. Code.
- Cranston-Gonzales National Affordable Housing Act, Public Law 101-625, Titles I and II, 104 Stat. 4079 (1990)
- HOME Investment Partnership Program, 24 C.F.R. §§ 92.1 – 92.618
- Community Development Block Grant Program, 24 C.F.R. §§ 570.1 – 570.913

### IV. Eligible Uses of Funding

The Purchase Assistance Program is for first-time homebuyers only. The funding is provided to assist with down payment, closing costs, and/or allowance for repair/rehabilitation of the home being purchased.

### V. Definitions

- *Affordable* means that monthly mortgage payments including taxes and insurance do not exceed 30% of that amount which represents the percentage of the median annual gross income for the household's income group (e.g., very low- or low-income group). It is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed affordable if the first institutional mortgage lender

is satisfied that the household can afford mortgage payments in excess of the 30% benchmark.

- *Applicant* means a person(s) who submits a signed and completed Purchase Assistance Program application for assistance.
- *CDBG* means the Community Development Block Grant.
- Division means the Housing and Urban Improvement Division of the City of Melbourne.
- *FHFC* means the Florida Housing Finance Corporation.
- *General Property Improvements* means those improvements which are not corrections of health and safety violations, but which place the unit in a readily maintainable condition and conform it to other standard units in the local housing market.
- *HOME* means HOME Investment Partnerships Program administered by the U. S. Department of Housing and Urban Development (HUD).
- *HUD* means U. S. Department of Housing and Urban Development.
- *Low income (LI)* means that the household income is 51% to 80% of the median income adjusted for family size for the Palm Bay-Melbourne-Titusville MSA.
- *Moderate income (MI) using SHIP funding* means that the household income is over 80% up to 120% of the median income adjusted for family size of the Palm Bay-Melbourne-Titusville MSA.
- *Moderate income using HOME funding* means that the household income does not exceed 80% of the median income for family size of the palm Bay-Melbourne-Titusville MSA.
- *Net Proceeds* means the sales price of an assisted property minus pay-off of all mortgage loans secured by the property minus reasonable closing costs.
- *Palm Bay-Melbourne-Titusville MSA* means the Metropolitan Statistical Area used for demographic data purposes.
- *Principal Residence* means the household must utilize the property as their primary residence, as established by eligibility for the Florida Department of Revenue Property Tax Homestead Exemption.
- *Rehabilitation* means repairs or improvements that are needed for safe or sanitary habitation, correction of substantial code-violations, or the creation of additional living space.
- *SHIP* means Florida's State Housing Initiatives Partnership Program.
- *Very low income* (VLI) means that the household income is below or equal to 50% of the median income adjusted for family size for the Palm Bay-Melbourne-Titusville MSA.

## VI. Policies

### 1. Eligible Applicant

a. SHIP funded units: The Applicant's household income may not exceed moderate income as defined in Section V above and as published annually and distributed by the FHFC.

b. CDBG and HOME funded units: The Applicant's household income may not exceed moderate income as defined in Section V above and as published annually and distributed by HUD.

c. The Applicant must have received City approved homebuyer education and one-on-one housing counseling.
d. The Applicant must be a first-time home buyer, defined as a person who has not owned a home within the last three (3) years other than a mobile or manufactured home (HUD certified). Exceptions may be made by the Division for Applicants who are defined by HUD as a single parent or a displaced homemaker, or who are living in a substandard dwelling that costs more to rehabilitate than build a new dwelling to bring the structure in compliance with local building and housing codes. (For the purpose of this program, a "home" is considered a conventional home, condominium, townhouse, or modular home.)

**2. Eligible Property**

a. The unit must be located in the city limits of Melbourne
b. The purchase price of the unit may not exceed 90% of the median area purchase price for existing homes or new construction in the Palm Bay-Melbourne-Titusville MSA as established by the United States Department of Treasury.
c. No unit may have a swimming pool or similar amenity.

**3. Selection Criteria**

All assistance is subject to the availability of funds. All applications are accepted and processed on a first qualified, first served basis, and Applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income groups. *Exception will only be made if necessary to meet a statutory requirement prior to the City's expenditure deadline.*

**4. Level of Assistance**

The actual assistance will be the minimum amount needed to get the Applicant into an affordable unit.

a. The maximum assistance for households with very-low income is $37,500.
b. The maximum assistance for households with low income is $35,000.
c. The maximum assistance for households with moderate income is $27,500.
d. When used to purchase an existing home requiring rehabilitation, an additional amount up to $10,000 is available for any combination of down payment, closing costs and rehabilitation.
e. In order to prevent over subsidization of the homeowner or the excessive closing costs charged by the lender, the City reserves the right to refuse assistance. In such cases, the homebuyer will be asked to renegotiate the loan or to seek another lender.
f. No homebuyer may receive assistance from this program if also receiving down payment and/or closing costs from another program. However, the Division may allow Applicants to utilize other assistance programs through Florida Housing Finance Corporation's Assistance program such as Florida Assist (FL Assist) or the Florida Homeownership Loan Program (FL HLP) in conjunction with the Division's program. The Division's program assistance must only be used to subsidize the

remainder of the assistance needed to help the Applicant achieve the established affordability standard. There is a $107,000 lifetime maximum assistance award for any Applicant/recipient of assistance from any one or a combination of City of Melbourne housing assistance programs, excluding tenant-based assistance. No applicant may receive Purchase Assistance Program assistance more than once. Exceptions may be made by the Division for applicants who are defined by HUD as a single parent or a displaced homemaker, or for an Applicant living in a substandard dwelling that costs more to rehabilitate than build a new dwelling to bring the structure in compliance with local building and housing codes.

**5. Homeowner Contribution**

The Applicant must make a minimum cash contribution towards the purchase of the home.

a. Households that are very-low income must contribute a minimum $1,000.
b. Households that are low income must contribute a minimum of $1,500.
c. Households that are moderate income must contribute a minimum of $2,000.
d. Households with more than $10,000 in liquid assets must apply those additional assets beyond the $10,000 towards the purchase of their home.

**6. Lien Periods and Other Loan Terms**

The Purchase Assistance will be in the form of a deferred payment loan, secured by a zero percent (0%) interest mortgage in favor of the City of Melbourne and forgiven in accordance with the following schedule:

| Amount of Assistance | Lien Period | Percentage forgiven annually |
|---|---|---|
| Under $15,000 | 5 years | 20% |
| $15,001-$47,500 | 10 years | 10% |

*Table 1 Schedule of Lien Period*

The administration of the award will require an administration fee. A portion of that fee will constitute a grant to the homebuyer and will not constitute a lien against the property.

In addition to the lien period, the following terms will apply to each loan.

a. Death of the mortgagor: The passing of title due to the death of the mortgagor to other than a spouse or co-mortgagor holding an interest in the property as a co-tenant is deemed a default.
b. Leasing: Leasing the premises for any period of time is deemed a default.
c. Continued Occupancy: The mortgagor must reside in the assisted property as his/her principal residence for the life of the loan. If for any reason, other than a hospital or nursing home stay, the mortgagor vacates the premises for more than a period of 120 days in any one calendar year, such vacation shall constitute default.
d. Interest: There is zero interest on the loan except in the case of default,

at which time the remaining balance shall accrue interest at five percent (5%) per annum.

e. Maintenance: The mortgagor must keep the property maintained and in good repair according to the International Property Maintenance Code and all applicable codes of the City of Melbourne.

f. Foreclosure The City will recover direct assistance from the mortgagor if, prior to the end of the lien period, any of the following events occurs:

- The property ceases to be the principal residence of the owner
- Title is transferred
- Upon refinancing, when subordination of the City's mortgage is not approved

In addition to repaying the unamortized principal balance of the assistance provided by the City, an owner disposing of an assisted unit prior to expiration of the lien period will be required to pay the City a share of the net proceeds (if any) from the sale, proportional to the original amount of assistance received based on the following formula:

Percentage of Net Proceeds Due City = City Subsidy ÷ Sale Price at time of assistance x 100%

| | |
|---|---|
| City Subsidy = | $10,000 |
| Sale Price of Home at time of assistance = | $100,000 |
| Percentage of Net Proceeds Due City = | $10,000/100,000 x 100% = 10% |

*Table 2 Example of net proceeds*

Amount of Net Proceeds Due City when assisted property is sold

| | |
|---|---|
| New Sale Price of assisted property = | $115,000 |
| Net proceeds from sale = | $15,000 |
| Prorated Share of Net Proceeds Due City = | $15,000 x 10% = $1,500 |

*Table 3 example prorated share of net proceeds*

**7. Subordination of Liens**

Subordination of City housing assistance liens will be considered in accordance with the City's Subordination Policy for Owner-Occupied Housing.

**8. Affirmative Marketing**

It shall be the policy of the City of Melbourne to affirmatively market the Purchase Assistance Program in such a way as to promote fair housing with the applicable marketing requirements of the CDBG, HOME, and SHIP program regulations.

**9. Environmental Review**

An environmental review must be completed by City staff before any CDBG and or HOME funds are committed to a project.

**10. Complaints and Appeals**

Eligibility for and participation in this program is determined by the Housing

and Urban Improvement Division Manager in accordance with this policy. Complaints/Appeals submitted by an Applicant in written form and received by the City shall first be referred for disposition by the Housing and Urban Improvement Division Manager who shall respond in writing within 30 days of receipt.

The decision of the City's Housing and Urban Improvement Manager may be appealed in writing to the City's Community Development Director, whose decision shall be final.

**11. Right to Refuse**

The City reserves the right to refuse assistance to any Applicant on the following terms:

a. Homeowner failing to disclose information which negates their eligibility;
b. Unreasonableness;
c. Uncooperativeness;
d. Delays in completing the application and/or not following through the application process in a timely manner;
e. Any other reason as may be determined on a case-by-case basis;
f. If the homeowner has declined a previous award;
g. Interference with work being performed by the contractor;
h. The inability to understand financial and legal documents due to mental or physical infirmity, illness, incapacity or incompetence, unless the Applicant has executed a written power of attorney and the designated attorney-in-fact signs on behalf of the Applicant, or a guardian has been appointed over the person and property of the Applicant and the guardian signs on behalf of the Applicant.

## PURCHASE ASSISTANCE PROGRAM

The Purchase Assistance Program shall at all times be administered in accordance with the City of Melbourne Purchase Assistance Policies (Exhibit A) and the Purchase Assistance Strategy as outlined in the City's 2023-2025 SHIP Housing Assistance Plan.

A. DESCRIPTION OF WORK TO BE PERFORMED

SPONSOR will carry out the Purchase Assistance Program as a turnkey operation. SPONSOR will market the program with increased emphasis on improving and preserving the City's existing housing stock SPONSOR shall: (i) perform intake and applicant eligibility determinations, (ii) provide support and information to the real estate agent, builder (if new construction), and lender selected by the applicant, (iii) ensure that program regulations are followed in the selection of a house (including housing site and house plans if new construction) and the award of assistance, (iv) prepare the closing documents using the City's applicable form(s) of Note(s) and Mortgage(s) provided to SPONSOR concurrently herewith and which may be revised or amended from time to time, (v) attend all closings, and (vi) inspect all housing units to determine housing unit program eligibility. In the case of existing housing units, SPONSOR will (a) create a work write-up (project specifications for needed repairs) which the homebuyer can use as the basis for soliciting bids from contractors, (b) prepare the agreement for the completion of repair work and (c) perform interim- and post-repair work inspections. SPONSOR will authorize and make all payments, with the City providing reimbursement to SPONSOR based upon SPONSOR's successful performance, as defined by its Agreement with the City. SPONSOR will provide support and guidance to the applicant throughout the process.

B. LEVELS OF ACCOMPLISHMENT

Purchase Assistance Program disbursements shall be in accordance with program-wide requirements for a minimum of thirty percent (30%) of expenditures to benefit very low-income households. SPONSOR shall target very low-income households through its marketing campaign in an effort to meet or exceed the program requirements by the third quarter of each fiscal year covered by this Agreement. The balance of the funds shall benefit low-income households in accordance with City Purchase Assistance Program policies. Payment will be made upon proof of successful program performance standards for the activities outlined below:

Activity #1 Successful identification of eligible very-low income and low income persons or households

*Performance standards by which success will be measured* include, but are not limited to:

(a) Implementation of SPONSOR's marketing campaign to target eligible very low income persons or households as evidenced by SPONSOR's success in exceeding minimum program requirements, and/or early achievement of meeting minimum program requirements; and

(b) Verification of homebuyer's eligibility for assistance, as evidenced by the application, income and asset verifications, and executed income certification, as well as the Information Sheet (Attachment 6) to be submitted with each Request for Reimbursement (Attachment 2) hereunder.
(c) Maintenance of a waiting list comprised of eligible applicants who have not yet been assisted by the City's Purchase Assistance Program.

Activity #2 Successful identification of eligible housing units requiring code-related repair work, and/or energy efficiency improvements, and/or hurricane mitigation improvements

*Performance standards by which success will be measured* include, but are not limited to:

(a) SPONSOR's successful identification of eligible units requiring code-related repair work, and/or energy efficiency improvements, and/or hurricane mitigation improvements which may or may not be listed on the MLS; and
(b) SPONSOR's development and implementation of strategies to increase the ratio of funds expended toward code-related repair work, and/or energy efficiency improvements, and/or hurricane mitigation improvements
(c) Written inspection report(s) for each eligible unit to be purchased under the City's Purchase Assistance Program (based on Melbourne's Housing Code) describing code violations, a work write-up providing detailed specifications to be used in addressing the code violations and general property, energy efficiency or hurricane mitigation improvements, an in-house cost estimate, copies of all bid documents and bids (a minimum of three bids on each work write-up is preferred). SPONSOR will make diligent efforts to ensure that no less than fifteen percent (15%) of the total assistance awarded will be used to correct housing code violations, improve energy efficiency and implement hurricane mitigation improvements as outlined in the work write up.

Activity #3 Successful closing by an eligible person or household.

*Performance standards by which success will be measured* include, but are not limited to:

(a) Proof of housing unit's availability for purchase, as evidenced by a copy of the Contract for Sale and Purchase.
(b) Proof, as evidenced by the HUD-1 Settlement Statement, of closing.
(c) Proof of execution of appropriate Mortgage Security Agreement and Mortgage Note, as evidenced by an original of the Mortgage Note and a copy of the Mortgage Security Agreement.
(d) Proof of payment by SPONSOR to the closing agent, as evidenced by a copy of the check payable to the closing agent representing the amount of the City's second mortgage.

(e) Proof of unit valuation, as evidenced by an appraisal report from a licensed appraiser.

Activity #4 Successful repair of an eligible housing unit.

*Performance standards by which success will be measured* include, but are not limited to:

(a) written documentation of code-related repair work, and/or energy efficiency improvements, and/or hurricane mitigation improvements representing at least fifteen percent (15%) of the total assistance provided to the homebuyer, performed on an eligible housing unit, said work having been completed within twelve (12) months prior to closing, and/or

(b) Proof of completion of the repairs identified in a work write-up as set forth in Activity #2 above, as evidenced by the following:
   1) certificate of occupancy/completion, or hard cards showing City building official approval of work requiring City permit(s);
   2) inspection by a building industry professional, as to the completion and quality of work performed by the contractor (or subcontractors);
   3) release of payment signed by a building industry professional and the homeowner;
   4) a copy of the release of liens;
   5) a copy of the check paid to the contractor (or copies of checks paid to subcontractors) by the closing agent or paid by SPONSOR.

Activity #5 Construction of new eligible housing unit.

*Performance standards by which success will be measured* include, but are not limited to:

(a) Proof of a contractual arrangement between the homebuyer and a builder or contractor licensed to pull required permits in the City of Melbourne as evidenced by a copy of the agreement between the homebuyer and the builder/contractor.

(b) Proof of completion of the construction as evidenced by a certificate of occupancy from the City of Melbourne.

**HOUSING COUNSELING/HOMEBUYER EDUCATION PROGRAM**

The Housing Counseling/Homebuyer Education Program shall at all times be administered in accordance with Housing Counseling/Homebuyer Education Program as briefed in the City's 2023-2025 SHIP Housing Assistance Plan.

A. DESCRIPTION OF WORK TO BE PERFORMED

SPONSOR will implement the Housing Counseling/Homebuyer Education Program as a turnkey operation. SPONSOR will market the program, schedule and make all arrangements (sites, speakers, materials, etc.) for homebuyer education classes, and provide housing counseling on an individual basis to each homebuyer.

B. LEVELS OF ACCOMPLISHMENT

Payment will be made upon proof of satisfactory program performance of the following Levels of Accomplishment:

Activity #1 Housing Counseling to individual homebuyers.

*Performance standards by which success will be measured* include, but are not limited to:

(a) Keeping of accurate time sheet records of housing counseling staff, demonstrating actual time spent on housing counseling activities;
(b) Housing counseling must be carried out by a certified housing counselor (as defined by the National Federation of Housing Counselors, or its equivalent);
(c) File evidence of housing counseling notes.

Activity #2 Homebuyer Education Classes

*Performance standards by which success will be measured* include, but are not limited to, the following:

(a) A number of classes must be held that will ensure a sufficient stream of eligible homebuyers so as to meet the expenditure deadlines of the Agreement between the City of Melbourne and Community Housing Initiative, Inc.;
(b) Classes must follow, at a minimum, the Fannie Mae recommended homebuyer education course outline.
(c) Classes must include a Fair Housing Law education component.
(d) File evidence of classes, including, but not limited to copies of agendas, sign-in sheets, and class evaluations by participants.

**PURCHASE ASSISTANCE PROGRAM**
The total budget for the Purchase Assistance Program shall not be less than $260,000. The total City of Melbourne allocation to SPONSOR for the Purchase Assistance Program shall not exceed $260,000.

*Sources for these funds are as follows:*

City of Melbourne SHIP Purchase Assistance Strategy Allocation:

| | |
|---|---|
| SHIP FY 2023-2024 | $120,293.72 |
| SHIP FY 2024-2025 | $139,706.28 |
| Total Source of funds | $260,000 |

*Uses of these funds are as follows:*

Funds shall be disbursed in the following manner for the following uses:

1. Funds shall be used to pay down payment, closing costs (with the exception of the project delivery fee), and repair expenses (as applicable) for eligible persons or households purchasing eligible housing units in accordance with the City of Melbourne's Purchase Assistance Program Policies (Exhibit A). Funds shall be paid to SPONSOR within ten (10) working days of receipt of invoice upon proof of satisfactory program performance as defined in this Agreement. Performance Standards for the applicable Activities as set forth on Exhibit B must be met before reimbursement by the City.
2. A project delivery fee not to exceed two thousand four hundred dollars ($3,000) per completed existing housing unit or a project delivery fee not to exceed two thousand four hundred dollars ($3,000) per completed new construction unit shall be paid to SPONSOR by the City upon receipt of an invoice from SPONSOR and proof of satisfactory program performance as defined in this Agreement. Performance Standards for the applicable Activities as set forth on Exhibit B must be met before reimbursement by the City.

**PURCHASE ASSISTANCE PROGRAM**

Funds shall be paid to the SPONSOR on a reimbursement basis only according to the performance standards identified in Exhibit B, Statement of Work and particularly the Program Narrative. Failure to meet the following deadlines may result in total or partial de-obligation of funds:

| | | | |
|---|---|---|---|
| SHIP Funding Year 2023-2024 | Expenditure Deadline: | June 30,2026 | $120,293.72 |
| SHIP Funding Year 2024-2025 | Expenditure Deadline: | June 30,2027 | $139,706.28 |

****Encumbrance*** means that the SPONSOR has provided the homebuyer with a funding commitment letter.

*****Expenditure*** means that all funds are spent, all units are purchased, all unit repairs are complete or, if new construction, a Certificate of Occupancy has been issued, and all units are occupied.

| Household Income Levels | Maximum Subsidy Per Household | Project Delivery Fee | Maximum Direct Subsidy To Homebuyer | # Estimated To Close |
|---|---|---|---|---|
| Very Low 0 – 50% AMI | $47,500 | $3,000 | $44,500 | 2 |
| Low 51% - 80% AMI | $45,000 | $3,000 | $42,000 | 2 |
| Moderate 81-120% AMI | $37,500 | $3,000 | $34,500 | 2 |
| | | | **TOTAL TO BE ASSISTED** | **6** |

**FY 2023-2024**

| Household Income Levels | Maximum Subsidy Per Household | Project Delivery Fee | Maximum Direct Subsidy To Homebuyer | # Estimated To Close | Total | Award - $120,293.72 Balance | Mid-Year Perfor-mance Measure | Time Frame for Funds to be Expended |
|---|---|---|---|---|---|---|---|---|
| Very Low 0 – 50% AMI | $47,500 | $3,000 | $44,500 | | | | | |
| Low 51% - 80% AMI | $45,000 | $3,000 | $42,000 | | | | | |
| Moderate 81-120% AMI | $37,500 | $3,000 | $34,500 | | | | | |

**FY 2024-2025**

| Household Income Levels | Maximum Subsidy Per Household | Project Delivery Fee | Maximum Direct Subsidy To Homebuyer | # Estimated To Close | Total | Award - $139,706.28 Balance | Mid-Year Perfor-mance Measure | Time Frame for Funds to be Expended |
|---|---|---|---|---|---|---|---|---|
| Very Low 0 – 50% AMI | $47,500 | $3,000 | $44,500 | | | | | |
| Low 51% - 80% AMI | $45,000 | $3,000 | $42,000 | | | | | |
| Moderate 81-120% AMI | $37,500 | $3,000 | $34,500 | | | | | |

## EXHIBIT E

## Homeownership Purchase Assistance Strategy
## City of Melbourne
## State Housing Initiatives Partnership Program
## Excerpt from Local Housing Assistance Plan 2023-2025

Summary: The Purchase Assistance Strategy provides down payment, closing costs, and housing rehabilitation funds to homebuyers purchasing homes within the City limits of Melbourne.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
c. Income Categories to be served: Very low, low and moderate
d. Maximum award: $47,500

| | | |
|---|---|---|
| • Very low-income | $37,500 | $47,500 (Max) with rehabilitation included |
| • Low-income | $35,000 | $45,000 (Max) with rehabilitation included |
| • Moderate-income | $27,500 | $37,500 (Max) with rehabilitation included |

When used to purchase an existing home requiring rehabilitation, an additional amount up to $10,000 is available for any combination of down payment, closing costs and rehabilitation.

e. Terms:

1. Repayment loan/deferred loan/grant: Awarded as deferred payment loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term:
   - Under $15,000 — 5 Years
   - $15,001-$40,000 — 10 Years
4. Forgiveness:
   - 5 Years — 20% Per Year
   - 10 Years — 10% Per Year
5. Repayment: The mortgage constitutes a lien against the property for a fixed period. Upon expiration of such time period, if the homeowner has complied with the loan program the loan is forgiven and the mortgage is deemed satisfied. An owner disposing of an assisted unit prior to expiration of the lien period will also be required to pay the City a share of the net proceeds (if any) from the sale, proportional to the original amount of the SHIP assistance received based on the following formula:

Percentage of Net Proceeds Due to City
City Subsidy/Sale Price at the time of assistance x 100%
EXAMPLE: City Subsidy: $12,500
Sale Price of home at the time of assistance: $125,000
Percentage of net proceeds due: $12,500/125,000 x 100% = 10%
Amount of net proceeds due to City when assisted property is sold
e.g. If net proceeds from the sale is $25,000
Pro-rate share of net proceeds due to City $25,000 x 10% = $2,500

6. Default: The loan will be in default if at any time prior to the end of the lien period if any of the following occurs during the loan term:
   - The property ceases to be the principal residence of the homeowner
   - Loss of Homestead Exemption
   - Upon sale or transfer of title
   - Property is vacated and no longer the primary residence of the borrower
   - Property is converted in to rental unit
   - In the event of the borrower's death, the estate of the borrower must provide written notice to the City Manager at least 60 days after the death of the borrower. If such notice is provided, unless prohibited by the funding source, acceptable alternative arrangements may be available, (see attached Exhibit F pg. 3 section VI. Alternative Arrangements).

In the event of non-payment or other default defined above, the City will follow its Housing Assistance Loan Repayment policies attached as Exhibit F.

f. Recipient Selection Criteria: Eligible applicants will be approved for assistance on a first qualified, first served basis subject to funding availability and to maintain compliance with income-category reservations set forth in §420.9075(5)(g)2. Housing counseling and completion of a City approved homebuyer education class is a requirement for all applicants of the program assistance.

g. Sponsor Selection Criteria: One (1) eligible sub-recipient will be selected to implement the Purchase Assistance Program using criteria such as, but not limited to, the following:

1. Eligible sponsors must be a not-for profit organization whose primary purpose is the provision of affordable housing.
2. Eligible sponsors must have demonstrated capacity and experience to administer the program.
3. Eligible sponsors must be able to operate the program from an office site located so as to be convenient to Melbourne residents.
4. Eligible sponsors that hire personnel from the Welfare Transition Program or that have personnel currently on staff that were hired from the Welfare Transition Program will be given priority over those sponsors who do not employ personnel from those programs.
5. The duties of the eligible sponsor may include but are not limited to identification and acquisition of properties, homebuyer application in-take, income certification, work-write up, and rehabilitation of the acquired property and project oversight.

h. Additional Information: The SHIP funds will be leveraged with institutional first mortgage lender financing and the homebuyer's private sources of funding. To complement the Purchase Assistance Strategy, The City or an eligible sponsor will offer a HUD approved Housing Counseling/Homebuyer Education Program. Mandatory one-on-one counseling will include subjects such as credit report view, determination of housing and debt ratios and what price house an applicant can afford, as well as post-purchase counseling. A City approved homebuyer's education course is mandatory for receipt of assistance under the Purchase Assistance Strategy.

**Purchase Assistance Program**
**Sponsor Procedure Checklist**

**Client Name:** _____ **Closing Date:** _____

**Address:** _____

**After Closing** (CHI mails the City of Melbourne)

- ☐ Request for Reimbursement Form
- ☐ Community Housing Initiative, Inc. Invoice for the Project Delivery Fee
- ☐ Data Information Sheet (original)
- ☐ Sales Contract (copy)
- ☐ Appraisal, (copy of first three pages)
- ☐ Copy of Wire/Debit Confirmation to Title Company
- ☐ Copy of Closing Disclosure (original signed by homebuyer)
- ☐ Mortgage Note to Second Lien (original signed by homebuyer)
- ☐ Mortgage Security Agreement to Second Lien with Legal Description (Copy) (Recorded)

**Documents In Client File at CHI** (available for review)

- ☐ Copy of Uniform Residential Appraisal Report
- ☐ Copy of Income Certification and Supporting Third Party Verifications
- ☐ Copy of Community Housing Initiative, Inc. Award Letter
- ☐ Documentation of Attendance at Home Buyer Education class

**EXHIBIT G**

# STATE FUNDS AWARDED FOR PURPOSES OF AUDIT REPORTING

STATE FUNDS AWARDED

**CFSA Number:** 52.901

**State Project Title:** STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

**Agency:** Florida Housing Finance Corporation

**Program:** Florida Housing Finance Corporation

**Budget Entity:** Affordable Housing Financing

**Authorization:** Sections 420.907 through 420.9079, Florida Statutes

**Objectives:** To provide funds to counties and eligible municipalities as an incentive for the creation of local housing partnerships, to expand production of and preserve affordable housing, to further the housing element of the local government comprehensive plan specific to affordable housing, and to increase housing-related employment.

**Types of Assistance:** Grants, Loans, Loan Guarantees, Property

**Applicant Type:** Local Government

**Restrictions:** Eligible municipalities are those that achieve Community Development Block Grant Program entitlement status. Funds distributed may not be pledged to pay debt services on any bonds. At least sixty-five percent (65%) of the funds made available in each county and eligible municipality from the local housing distribution must be reserved for home ownership for eligible persons. At least seventy-five percent (75%) of the funds made available in each county and eligible municipality from the local housing distribution must be reserved for construction, rehabilitation, or emergency repair of affordable, eligible housing. The sales price or value of new or existing eligible housing may not exceed ninety percent (90%) of the median area purchase price in the area where the eligible housing is located, as established by the United States Department of Treasury. All units constructed, rehabilitated, or otherwise assisted with the funds provided must be occupied by very-low-income persons (thirty percent), low-income persons (thirty percent) or moderate-income persons.

**Information Contact:**

State Housing Initiatives Partnership Program Administrator
227 North Bronough Street,
Suite 5000
Tallahassee, FL 32301
Telephone: (850) 488-4197 or SUNCOM 278-4197

**Website Address:** www.floridahousing.org

## ATTACHMENT 1

## AUDIT CERTIFICATION FORM

**TO:** **City of Melbourne**

**RE:** **Annual Financial Audit**

| | |
|---|---|
| **20223-2024, and 2024-2025 SHIP Award To: Community Housing Initiative, Inc.** | |
| **Award Amount:** | **$ 260,000** |
| **Contract Period:** | **January 2026-June 2027** |

The audit threshold as set out by state law [Florida Statute 215.97(6)] and federal regulation (2 CFR Part 200 Subpart F- Audits) for non-state entities is seven hundred and fifty thousand dollars ($750,000). All SPONSORS are required to provide the City of Melbourne Housing and Community Development Department with an annual financial audit if the SPONSOR has expended seven hundred and fifty thousand dollars ($750,000) or more in state or federal funds. The audit is due to the City from the SPONSOR within the earlier of forty-five (45) days from the date the SPONSOR receives the report from its auditor, or nine (9) months after the end of the SPONSOR'S fiscal year.

Community Housing Initiative, Inc.'s Fiscal Year runs from July 1 to June 30

Community Housing Initiative, Inc.'s federal or state – required Financial Audit Report (if required) must be submitted to the City no later than forty-five (45) days from the date the SPONSOR receives the report from its auditor, or nine (9) months after the end of the SPONSOR'S fiscal year, (September 30, 2026) all applicable years.

**I HEREBY CERTIFY THAT:**

❑ 1. Community Housing Initiative, Inc. **is not required** to submit an annual financial audit because the audit threshold of seven hundred and fifty thousand dollars ($750,000) was not met.

❑ 2. Community Housing Initiative, Inc. **is required** to submit an annual financial audit.

**SIGNED BY:**

_____ _____

(Signature) (Date)

Nicole Tenpenny, Executive Director

(Typed Name and Title)

**CERTIFICATION MUST BE MADE BY THE EXECUTIVE DIRECTOR, PRESIDENT/CEO OR CHIEF FINANCIAL OFFICER**

**ATTACHMENT 2**
**Request for Reimbursement Form**

**City of Melbourne**
**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM**
**COMMUNITY HOUSING INITIATIVE, INC.**

| (To Be Completed By Community Housing Initiative, Inc. Executive Director) | |
|---|---|
| **Contact Person's Name:** | Nicole Tenpenny, Executive Director |
| **Mailing Address:** | P.O. Box 410522, Melbourne , FL 32941-0522 |
| **Phone Number:** | (321) 253-0053 |
| | |
| **Email:** | nicole@chibrevard.org |
| **Request Date:** | |
| | |
| **Request Number:** | |
| | |
| **Homebuyer Name(s):** | |
| **Homebuyer Address:** | |
| | |
| | |
| **Funds are hereby requested for:**<br>**Program Description**<br>**Purchase Assistance Program** | *FY 2023-2024 $*_____ |
| (PAP) 2023-2024 SHIP Funds<br>(PAP) 2024-2025 SHIP Funds | *FY 2024-2025 $*_____ |
| **Authorizing Signature:** | |
| | Nicole Tenpenny, Executive Director |
| | Community Housing Initiative, Inc. |

(CITY STAFF USE ONLY)

**Reviewed By:** _____ _____
**Date**

**MUNIS Org - Object:** _____

**Purchase Order Number:** _____

**Approved For Payment By:** _____ _____
**Date**

## ATTACHMENT 3
## MONTHLY REPORT – PAP APPLICANT SUMMARY

### SUBMITTED BY SPONSOR

## ATTACHMENT 4
## MONTHLY REPORT – PAP FINANCIAL TRACKING

### SUBMITTED BY SPONSOR

**ATTACHMENT 5**
**MONTHLY REPORT – PAP SUMMARY**

**SUBMITTED BY SPONSOR**

# ATTACHMENT 6
# PAP DATA INFORMATION SHEET
## CITY OF MELBOURNE / COMMUNITY HOUSING INITIATIVE, INC.

## PURCHASE ASSISTANCE PROGRAM
## DATA INFORMATION SHEET

**Homebuyer Name(s):** _____ **Closing Date:** _____
**Unit Address:** _____ **Unit Completion Date:** _____

### INCOME

| **Housing Authority Client; Public Housing /Section 8**: (Yes or No) | **Income Category** (Mark One) | **Household Size** | **Year Constructed** | **Actual Income** | **Program Maximum Income** |
|---|---|---|---|---|---|
| | VLI LI | | | | |

### ASSISTANCE

| **TYPE OF ASSISTANCE** | | | **AMOUNT** |
|---|---|---|---|
| Direct Homebuyer Subsidy | Down Payment / Closing Costs | | |
| | Repair Costs | | |
| | *SUBTOTAL* | | |
| Indirect Subsidy | Project Delivery | | |
| | **TOTAL** | | |

### CHARACTERISTICS of *HEAD* of HOUSEHOLD

| **AGE** | **RACE** | **ETHNICITY** (Mark one only) | **SPECIAL NEEDS** ***NOT*** **limited to Head of Household** (Mark all that apply) |
|---|---|---|---|
| | White/Non-Hispanic | Hispanic or Latino | Farm Worker |
| | Black/Non-Hispanic | Not Hispanic or Latino | Developmentally Disabled |
| | American Indian/Alaska Native | | Homeless |
| | Native Hawaiian/Pacific Islander | | Elderly |
| | Asian | | Other (Specify) |
| | Other | | |

## UNIT PURCHASE INFORMATION

| Sales Price | Appraised Value | 1ST Mortgage Amount | 1st Mortgage Terms | Client Contribution | Actual PITI | Standard PITI |
|---|---|---|---|---|---|---|
| | | | | | | |

Closing Agent: _____ Contractors: _____

1st Mortgage Lender: _____ Realtor: _____

**Buyer's Financial Contribution**

Earnest Money Deposit:
Appraisal:
HBE:
**TOTAL:** $ _____

# Melbourne City Council
# February 10, 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.17.c. |

**Subject:**
Renewal of Exagrid backup storage.

**Background/Consideration:**
ExaGrid backups provide fast, reliable data protection while reducing storage costs. With a unique scale-out architecture and built-in data deduplication, ExaGrid ensures backups complete quickly and restores are rapid when data is needed most. Its layered security features, including immutable backups and ransomware recovery, help safeguard critical information and support business continuity in the event of data loss or cyberattacks.

The attached two quotes from Insight include ExaGrid for both City Hall campus and the Joseph Pellicano Law Enforcement Center (JPLEC). This one (1) year renewal is for six (6) Exagrids, all of which have been co-termed for the same period of February 20, 2026 through February 19, 2027.

**Contract/Solicitation:**
Insight is the only vendor that responded with a quote. There was no response from either Presidio or SHI. This purchase utilizes the contract pricing from State of Florida contract number 43230000-23-NASPO-ACS. All prices are equal to or less than the contract pricing. This State contract expires on April 24, 2027.

**Fiscal/Budget Impact:**
Funding is available in the Information Technology Repair and Maintenance expense account (13000516-546080-004).

**Requested Action:**
Approval to purchase Exagrid backup storage renewals, Insight Public Sector, Inc., Chandler, AZ - $124,253.20.

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448



**Account name: 10152532**

CITY OF MELBOURNE
900 E STRAWBRIDGE AVE
MELBOURNE FL 32901-4739

**SHIP-TO**

CITY OF MELBOURNE
900 E STRAWBRIDGE AVE
MELBOURNE FL 32901-4739

## Quotation

| | |
|---|---|
| **Quotation Number** | : 0229169282 |
| **Document Date** | : 05-FEB-2026 |
| **PO Number** | : |
| **PO Release** | : |
| **Sales Rep** | : DJ McBride |
| **Email** | : DJ.MCBRIDE@INSIGHT.COM |
| **Phone** | : +15015054707 |

**We deliver according to the following terms:**

| | |
|---|---|
| **Payment Terms** | : Net 45 days |
| **Ship Via** | : Insight Assigned Carrier/Ground |
| **Terms of Delivery** | : FOB DESTINATION |
| **Currency** | : USD |

| Material | Material Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| EX63000E1YRMSSRNW | ExaGrid Standard Customer Support and Maintenance - extended service agreement (renewal) - 1 year - shipment<br>Coverage Dates: 05-FEB-2026 - 05-FEB-2027<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS) | 1 | 11,722.42 | 11,722.42 |
| EX210T2PA1YRMSSRN2 | ExaGrid Standard Customer Support and Maintenance - extended service agreement (renewal) - 1 year - shipment<br>Coverage Dates: 05-FEB-2026 - 05-FEB-2027<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS) | 1 | 0.00 | 0.00 |
| EX40000E1YRMSSRNW | ExaGrid Standard Customer Support and Maintenance - extended service agreement (renewal) - 1 year - shipment<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS) | 1 | 8,102.86 | 8,102.86 |
| EX210B2PU1YRMSSRN1Y | 1YR SUP 5X8 SVCS<br>OPEN MARKET | 1 | 0.00 | 0.00 |
| EX40000E1YRMSSRNW | ExaGrid Standard Customer Support and Maintenance - extended service agreement (renewal) - 1 year - shipment<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS) | 1 | 8,102.86 | 8,102.86 |
| EX210T2PA1YRMSSRN2 | ExaGrid Standard Customer Support and Maintenance - extended service agreement (renewal) - 1 year - shipment<br>Coverage Dates: 05-FEB-2026 - 05-FEB-2027<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS) | 1 | 0.00 | 0.00 |

| Material | Material Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| EX63000E1YRMSSRNW | ExaGrid Standard Customer Support and Maintenance - extended service agreement (renewal) - 1 year - shipment<br>Coverage Dates: 05-FEB-2026 - 05-FEB-2027<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS) | 1 | 11,380.98 | 11,380.98 |
| EX210T2PA1YRMSSRNW | ExaGrid Standard Customer Support and Maintenance - extended service agreement (renewal) - 1 year - shipment<br>Coverage Dates: 05-FEB-2026 - 05-FEB-2027<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS) | 1 | 0.00 | 0.00 |
| EX210B2PA1YRMSSRNW | ExaGrid Standard Customer Support and Maintenance - extended service agreement (renewal) - 1 year - shipment<br>OPEN MARKET | 2 | 0.00 | 0.00 |
| EX-84-1YRMS-S-RNWL | ExaGrid Standard Customer Support and Maintenance - extended service agreement (renewal) - 1 year - shipment<br>OPEN MARKET | 2 | 14,457.12 | 28,914.24 |

| | |
|---|---|
| Product Subtotal | 23,103.40 |
| Services Subtotal | 45,119.96 |
| TAX | 0.00 |
| Total | 68,223.36 |

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

DJ McBride
+15015054707
DJ.MCBRIDE@INSIGHT.COM

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

https://www.insight.com/terms-and-policies

INSIGHT PUBLIC SECTOR, INC.
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448



**Account name: 10152537**

CITY OF MELBOURNE - PUBLIC SAFETY
900 E STRAWBRIDGE AVE
MELBOURNE FL 32901-4739

**SHIP-TO**

CITY OF MELBOURNE - PUBLIC SAFETY
900 E STRAWBRIDGE AVE
MELBOURNE FL 32901-4739

## Quotation

| | | |
|---|---|---|
| **Quotation Number** | : | 0229101972 |
| **Document Date** | : | 13-JAN-2026 |
| **PO Number** | : | |
| **PO Release** | : | EXAGRID RENEWAL 1 YR |
| **Sales Rep** | : | Ricardo Pryor |
| **Email** | : | RICARDO.PRYOR@INSIGHT.COM |
| **Phone** | : | +14804096992 |
| **Sales Rep 2** | : | Janis McCoy |
| **Email** | : | JANIS.MCCOY@INSIGHT.COM |
| **Phone** | : | +18136377048 |

**We deliver according to the following terms:**

| | | |
|---|---|---|
| **Payment Terms** | : | Net 30 days |
| **Ship Via** | : | Electronic Delivery |
| **Terms of Delivery** | : | FOB DESTINATION |
| **Currency** | : | USD |

NASPO -
Lines1 & 3 - MSRP $18,631.99 - Contract price is 4.45% over Insight cost.
Lines 2 & 4 - MSRP $0.99 - Contract price is 4.45% over insight cost.

This Quote Expires 2/5/2026

| Material | Material Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| EX84SEC1YRMSSR-CO | EX-84-SEC-1YRMS-S-RNWL 1YR 8X5 MS RNWL F<br>Coverage Dates: 20-FEB-2026 - 19-FEB-2027<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS)<br>AVTA225107102<br>AVTA225107103 | 2 | 14,007.46 | 28,014.92 |
| EX210B2PA1YRMS-COM | YR SUP 5X8<br>Coverage Dates: 20-FEB-2026 - 19-FEB-2027<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS) | 2 | 0.00 | 0.00 |
| EX84SEC1YRMSSR-CO | EX-84-SEC-1YRMS-S-RNWL 1YR 8X5 MS RNWL F<br>Coverage Dates: 20-FEB-2026 - 19-FEB-2027<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS)<br>AVTA231107566<br>AVTA231107565 | 2 | 14,007.46 | 28,014.92 |
| EX210T2PA1YRMS-COM | YR RNWL 5X8 SUP EX210T2PA<br>Coverage Dates: 20-FEB-2026 - 19-FEB-2027<br>STATE OF FLORIDA NASPO VALUEPOINT SOFTWARE VAR(# CTR060025 / 43230000-23-NASPO-ACS) | 2 | 0.00 | 0.00 |

| | |
|---|---|
| Product Subtotal | 56,029.84 |
| TAX | 0.00 |
| Total | 56,029.84 |

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Janis McCoy
+18136377048
JANIS.MCCOY@INSIGHT.COM
Fax +18136377093

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you are purchasing under an Insight Public Sector, Inc. contract vehicle, in which case, that agreement will govern.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

https://www.insight.com/terms-and-policies

| INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)<br>STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS<br>ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE | |
|---|---|
| **PUBLISHERS** | **MAXIMUM MARKUP ON RESELLER'S INVOICED COST** |
| **Tier I Publishers (Key Itemized Publishers)** | |
| ADOBE | 1.70% |
| CA TECHNOLOGIES (acquired by Broadcom) | 1.70% |
| CISCO | 1.65% |
| COMMVAULT | 1.65% |
| IBM | 1.70% |
| RED HAT | 1.65% |
| SPLUNK | 1.70% |
| TABLEAU | 1.70% |
| VEEAM | 1.65% |
| VMWARE | 1.65% |
| **Tier II Publishers (Other Itemized Publishers)** | |
| AUTODESK | 2.20% |
| BARRACUDA NETWORKS | 2.20% |
| BMC SOFTWARE | 1.95% |
| CHECK POINT SOFTWARE | 2.20% |
| CHERWELL | 1.95% |
| CITRIX | 1.95% |
| CHATSWORTH PRODUCTS (CPI) | 1.95% |
| CROWDSTRIKE | 1.95% |
| DELL | 1.95% |
| DELPHIX | 1.95% |
| DOCUSIGN | 2.20% |
| DYNATRACE | 2.20% |
| FORCEPOINT | 2.20% |
| FORTINET | 1.95% |
| GOOGLE | 1.95% |
| INFORMATICA | 2.20% |
| IVANTI | 2.20% |
| KNOWBE4 | 2.20% |
| MCAFEE | 1.95% |
| MICRO FOCUS | 2.20% |
| MULESOFT | 1.95% |
| NETMOTION | 2.20% |
| OKTA | 1.95% |
| OPENTEXT | 2.20% |
| PROGRESS SOFTWARE | 2.20% |
| PROOFPOINT | 1.95% |
| QUEST SOFTWARE | 2.20% |
| RAPID7 | 2.20% |
| RSA SECURITY | 2.20% |
| SALESFORCE | 2.20% |
| SAP | 2.20% |
| SOLARWINDS | 2.20% |
| SOPHOS | 2.20% |
| SPILLMAN (acquired by Motorola Solutions) | 1.95% |
| SYMANTEC (acquired by Broadcom) | 2.20% |
| TENABLE | 2.20% |
| TREND MICRO | 2.20% |
| VARONIS | 2.20% |
| VERITAS | 1.95% |
| ZOHO | 2.20% |
| **Non-itemized Publishers** | |
| All other publishers | 4.45% |

| INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)<br>STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS<br>ALL PUBLISHERS EXCEPT MICROSOFT AND ORACLE | |
|---|---|
| **RESELLER SERVICES** | **HOURLY RATE** |
| Asset management | $200.00 |
| Solutions architect | $209.00 |
| Senior solutions architect | $265.00 |
| Program engagement manager | $232.00 |
| Project leader | $127.00 |
| Project manager | $209.00 |
| Senior project manager | $220.00 |
| All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation) | $284.00 |
| **OPTIONAL SERVICES** | **HOURLY RATE** |
| **Digital Innovation: UX/Visual/Product** | |
| Creative Director | $325.00 |
| Principal Designer | $300.00 |
| Associate Creative Director | $300.00 |
| Design Manager | $275.00 |
| Product Manager | $275.00 |
| Senior Designer | $250.00 |
| Senior Business Analyst | $250.00 |
| Designer | $225.00 |
| Business Analyst | $225.00 |
| Associate Designer | $190.00 |
| Associate Business Analyst | $190.00 |
| **Digital Innovation: PM** | |
| Services Manager | $325.00 |
| Program Manager | $250.00 |
| Project Manager | $225.00 |
| Project Coordinator | $190.00 |
| **Digital Innovation: Technology** | |
| Principal/Chief Architect | $325.00 |
| Senior Architect | $300.00 |
| Managing Architect | $300.00 |
| Architect | $275.00 |
| Senior Software Engineer | $250.00 |
| Software Engineer | $225.00 |
| Associate Software Engineer | $190.00 |

| INSIGHT PUBLIC SECTOR NASPO VALUEPOINT SOFTWARE VALUE-ADDED RESELLER (SVAR)<br>STATE OF FLORIDA CONTRACT # 43230000-23-NASPO-ACS<br>MICROSOFT | |
|---|---|
| **SUBCATEGORY** | **MAXIMUM MARKUP ON RESELLER'S INVOICED COST** |
| **Itemized Microsoft Offerings** | |
| EMS E5, G1, G2, G3, G5, Govt E4, Advanced Threat Protection, Power BI, Exchange Online, Kiosk F3 Now, Dynamics, PowerApps, Project Online, Azure | 1.35% |
| **All Other Microsoft Offerings** | |
| SaaS | 1.35% |
| On-Premise | 1.35% |
| **Resold In-scope Professional Services** | |
| Ongoing maintenance & support services not included in software license agreement | 1.35% |
| Deployment services | 1.35% |
| Architectural design services | 1.35% |
| Training deployment services | 1.35% |
| All other resold in-scope professional services | 1.35% |
| **IN-SCOPE RESELLER SERVICES** | **HOURLY RATE** |
| Asset management | $200.00 |
| Solutions architect | $209.00 |
| Senior solutions architect | $265.00 |
| Program engagement manager | $232.00 |
| Project leader | $127.00 |
| Project manager | $209.00 |
| Senior project manager | $220.00 |
| All other in-scope reseller services (Connected Workforce / Cloud + Data Center Transformation) | $284.00 |
| **OPTIONAL SERVICES** | **MAXIMUM MARKUP ON** |
| Cloud Solution Provider (CSP) Program | 15.70% |
| **OPTIONAL SERVICES** | **HOURLY RATE** |
| **Digital Innovation: UX/Visual/Product** | |
| Creative Director | $325.00 |
| Principal Designer | $300.00 |
| Associate Creative Director | $300.00 |
| Design Manager | $275.00 |
| Product Manager | $275.00 |
| Senior Designer | $250.00 |
| Senior Business Analyst | $250.00 |
| Designer | $225.00 |
| Business Analyst | $225.00 |
| Associate Designer | $190.00 |
| Associate Business Analyst | $190.00 |
| **Digital Innovation: PM** | |
| Services Manager | $325.00 |
| Program Manager | $250.00 |
| Project Manager | $225.00 |
| Project Coordinator | $190.00 |
| **Digital Innovation: Technology** | |
| Principal/Chief Architect | $325.00 |
| Senior Architect | $300.00 |
| Managing Architect | $300.00 |
| Architect | $275.00 |
| Senior Software Engineer | $250.00 |
| Software Engineer | $225.00 |
| Associate Software Engineer | $190.00 |

Outlook

## Exa-Grid Renewal

**From** Howard Cheatham <Howard.Cheatham@mlbfl.org>
**Date** Fri 1/2/2026 6:59 AM
**To** Griffin, Clint <clintgriffin@presidio.com>

Good Morning,

The City of Melbourne, Information Technology Department is seeking a quote for a Renewal on Exa-Grids Services. Please see details below for specific part numbers, quantities, and descriptions. Please direct any questions to howard.cheatham@mlbfl.org

Thank you for your time and consideration.

The original email was stuck in my outbox. I gave a date of January 9th I need to get these on the council agenda items so as soon as possible will help. Thank you in advance.
Howard

We kindly ask that you include the following details in your quotation:
1. Contract Name (If Applicable)
2. Contract Price List (Separate Document - If quoting on contract)
3. Part Number
4. Description
5. Service Duration (In Months if Applicable)
6. Estimated Lead Time (In Days)
7. Unit List Price (MSRP)
8. Quantity
9. Unit Net Price (MSRP x Quantity)
10. Discount (% off MSRP)
11. Extended Net Price (Discounted Price x Quantity)

Additional Details:
1. Deliveries shall be Free on Board (FOB) Destination, freight prepaid.
2. Quotation's valid for 30 days will be accepted however 45 days is desired to aid in the processing time this purchase will take.
3. We will be accepting responses by **January 9, 2026, 3:30 pm.**
4. Items highlighted in Yellow may generate a separate quote as they are on the police account.

| Item # | Part Number | Quantity | Description |
|---|---|---|---|
| **Software** | | | |
| 1 | EX-84-SEC-1YRMS-S-RNWL | 2 | EX-84-SEC-1YRMS-S-RNWL SVCS 1YR 8X5 MS RNWL FOR EX84-SEC Start Date: 2/19/2026 End Date: 2/18/2027 |

| | | | |
|---|---|---|---|
| | | | Serial #s: AVTA225107102, AVTA225107103 |
| 2 | EX2-10B2PA-1YRMS-S-RNWL | 2 | Cisco Secure Endpoint Advantage Tier Subscription1YR SUP 5X8 SVCS<br>Start Date: 2/19/2026 End Date: 2/18/2027 |
| 3 | EX-84-SEC-1YRMS-S-RNWL | 2 | EX-84-SEC-1YRMS-S-RNWL SVCS 1YR 8X5 MS RNWL FOR EX84-SEC Start Date: 2/19/2026 End Date: 2/18/2027<br>Serial #s: AVTA231107566, AVTA231107565 |
| 4 | EX-10T2PA-1YRMS-S-RNWL | 2 | 1YR SUP 5X8 SVCS<br>Start Date: 2/19/2026 End Date: 2/18/2027 |
| | | | |
| | | | |
| 5 | EX-63000E-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX63000E Start Date: 02/19/2026 End Date: 02/18/2027 Serial #s: CT420030500029 |
| 6 | EX2-10T-2PA-1YRMS-RNWL | 1 | 1YR RNWL 5X8 SUP EX210T2PA Start Date: 02/19/2026 End Date: 02/18/2027 |
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| 7 | EX-40000E-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX40000E Start Date: 02/19/2026 End Date: 02/18/2027 Serial #s: AVTA180502143 |
| 8 | EX2-10B2PU-1YRMS-RNWL | 1 | 1YR RNWL 5X8 SUP Start Date: 02/19/2026 End Date: 02/18/2027 |
| 9 | EX-40000E-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX40000E Start Date: 02/19/2026 End Date: 02/18/2027 Serial #s: CT418082300075 |
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| 10 | EX2-10T-2PA-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX210T2PA Start Date: 02/19/2026 End Date: 02/18/2027 |
| 11 | EX-63000E-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX63000E Start Date: 02/19/2026 End Date: 02/18/2027 Serial #s: AVTA204903864 |
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| 12 | EX2-10T-2PA-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX210T2PA Start Date:02/19/2026 End Date:02/18/2027 |
| 13 | EX-84-1YRMS-S-RNWL | 1 | 1YR SUP 5X8 EX84 Start Date:02/19/2026 End Date:02/18/2027 Serial #s: AVTA220505534, AVTA220505535 |
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| 14 | EX2-10B2PA-1YRMS-S-RNWL | 1 | 1YR SUP 5X8 Start Date:02/19/2026 End Date: 02/18/2027 |
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Howard Cheatham
Information Systems Security Officer
City of Melbourne
900 E Strawbridge Ave
Melbourne, FL 32901
321-608-7700

Outlook

## Exa-Grid Renewal

**From** Howard Cheatham <Howard.Cheatham@mlbfl.org>
**Date** Fri 1/2/2026 7:00 AM
**To** john_kearney@shi.com <john_kearney@shi.com>

Good Morning,

The City of Melbourne, Information Technology Department is seeking a quote for a Renewal on Exa-Grids Services. Please see details below for specific part numbers, quantities, and descriptions. Please direct any questions to howard.cheatham@mlbfl.org

Thank you for your time and consideration.

The original email was stuck in my outbox. I gave a date of January 9th I need to get these on the council agenda items so as soon as possible will help. Thank you in advance.
Howard

We kindly ask that you include the following details in your quotation:
1. Contract Name (If Applicable)
2. Contract Price List (Separate Document - If quoting on contract)
3. Part Number
4. Description
5. Service Duration (In Months if Applicable)
6. Estimated Lead Time (In Days)
7. Unit List Price (MSRP)
8. Quantity
9. Unit Net Price (MSRP x Quantity)
10. Discount (% off MSRP)
11. Extended Net Price (Discounted Price x Quantity)

Additional Details:
1. Deliveries shall be Free on Board (FOB) Destination, freight prepaid.
2. Quotation's valid for 30 days will be accepted however 45 days is desired to aid in the processing time this purchase will take.
3. We will be accepting responses by **January 9, 2026, 3:30 pm.**
4. Items highlighted in Yellow may generate a separate quote as they are on the police account.

| Item # | Part Number | Quantity | Description |
|---|---|---|---|
| **Software** | | | |
| 1 | EX-84-SEC-1YRMS-S-RNWL | 2 | EX-84-SEC-1YRMS-S-RNWL SVCS 1YR 8X5 MS RNWL FOR EX84-SEC Start Date: 2/19/2026 End Date: 2/18/2027 |

| | | | |
|---|---|---|---|
| | | | Serial #s: AVTA225107102, AVTA225107103 |
| 2 | EX2-10B2PA-1YRMS-S-RNWL | 2 | Cisco Secure Endpoint Advantage Tier Subscription1YR SUP 5X8 SVCS<br>Start Date: 2/19/2026 End Date: 2/18/2027 |
| 3 | EX-84-SEC-1YRMS-S-RNWL | 2 | EX-84-SEC-1YRMS-S-RNWL SVCS 1YR 8X5 MS RNWL FOR EX84-SEC Start Date: 2/19/2026 End Date: 2/18/2027<br>Serial #s: AVTA231107566, AVTA231107565 |
| 4 | EX-10T2PA-1YRMS-S-RNWL | 2 | 1YR SUP 5X8 SVCS<br>Start Date: 2/19/2026 End Date: 2/18/2027 |
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| 5 | EX-63000E-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX63000E Start Date: 02/19/2026 End Date: 02/18/2027 Serial #s: CT420030500029 |
| 6 | EX2-10T-2PA-1YRMS-RNWL | 1 | 1YR RNWL 5X8 SUP EX210T2PA Start Date: 02/19/2026 End Date: 02/18/2027 |
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| 7 | EX-40000E-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX40000E Start Date: 02/19/2026 End Date: 02/18/2027 Serial #s: AVTA180502143 |
| 8 | EX2-10B2PU-1YRMS-RNWL | 1 | 1YR RNWL 5X8 SUP Start Date: 02/19/2026 End Date: 02/18/2027 |
| 9 | EX-40000E-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX40000E Start Date: 02/19/2026 End Date: 02/18/2027 Serial #s: CT418082300075 |
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| 10 | EX2-10T-2PA-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX210T2PA Start Date: 02/19/2026 End Date: 02/18/2027 |
| 11 | EX-63000E-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX63000E Start Date: 02/19/2026 End Date: 02/18/2027 Serial #s: AVTA204903864 |
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| 12 | EX2-10T-2PA-1YRMS-S-RNWL | 1 | 1YR RNWL 5X8 SUP EX210T2PA Start Date:02/19/2026 End Date:02/18/2027 |
| 13 | EX-84-1YRMS-S-RNWL | 1 | 1YR SUP 5X8 EX84 Start Date:02/19/2026 End Date:02/18/2027 Serial #s: AVTA220505534, AVTA220505535 |
| | | | |
| 14 | EX2-10B2PA-1YRMS-S-RNWL | 1 | 1YR SUP 5X8 Start Date:02/19/2026 End Date: 02/18/2027 |
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Howard Cheatham
Information Systems Security Officer
City of Melbourne
900 E Strawbridge Ave
Melbourne, FL 32901
321-608-7700

# Melbourne City Council
# February 10, 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.d. |

**Subject:**
Contract award for Employee Assistance Program Services.

**Background/Consideration:**
The City offers its employees an Employee Assistance Program (EAP). The EAP offers employees an opportunity to seek assistance in many areas, including child or elder care, relationship challenges, financial or legal problems, and wellness matters.

The City has enjoyed a positive working relationship with Deer Oaks, Inc., now doing business as AllOne Health, since 2010. During that time, the Human Resources Department has received encouraging feedback from employees about the services offered.

The Human Resources Department is recommending renewal of the contract with AllOne Heath for a term of one year with the option to renew for up to four (4) years.

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

**Fiscal/Budget Impact:**
Funding is available from each department's 523030 account — Employee Assistance Program. The cost is a per employee per month rate of $1.34. The estimated employee count is 883 per month. Therefore, the cost is calculated at 883 employees *$1.34* 12 months for an estimated annual total of $14,198.64 and a total cost for five years of $70,993.20.

**Requested Action:**
Approval of contract award for Employee Assistance Program Services, Deer Oaks EAP Services LLC, doing business as AllOne Health, Wilkes-Barre, PA - for an estimated annual cost of $14,198.64; total cost of the five-year contract of $70,993.20.

ALLONE HEALTH

**Client Disclaimer – Standard Customer Services Agreement**

Thank you for your interest in our services. Please note that our Customer Services Agreement (CSA) is our standard agreement and reflects the terms under which we provide services to all clients. In fairness and consistency to our existing clients, we do not modify these terms without a corresponding adjustment in pricing.

If you wish to propose changes to the agreement, please be advised that any modifications will necessitate a review and will result in a price adjustment to reflect the revised terms.

We appreciate your understanding and look forward to the opportunity to support your organization under our established framework.

ALLONE HEALTH

**CUSTOMER SERVICES AGREEMENT**

*(U.S. Based Employees Only)*

This **CUSTOMER SERVICES AGREEMENT** (the "Agreement"), dated as of 1/30/2026 is entered into by and between Deer Oaks EAP Service, LLC , doing business as AllOne Health, a Pennsylvania limited liability company with its principal place of business located at 100 N Pennsylvania Ave, Wilkes-Barre, PA 18701 doing business as AllOne Health ("Company") and City of Melbourne, Florida, a Florida Municipality with its principal place of business located at 900 E. Strawbridge Ave, Melbourne, Florida 32901 ("Customer"), collectively referred to herein as "Parties" and each as "Party."

**WHEREAS,** Customer wishes to engage the Company to provide employee assistance services and the Company wishes to provide such services upon certain terms and conditions.

**NOW, THEREFORE,** in consideration of the recitals listed above and the mutual promises, covenants, agreements, and undertakings of the Parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

**ARTICLE I. COMPANY RESPONSIBILITIES**

**1.1 Description of Services.** The Company shall provide assistance services to Customer pursuant to the attached Statement of Work/Fee Schedule (**Exhibit A**), which is incorporated herein by reference, (sometimes collectively referred to as "Services").

**1.2 The Company's Intellectual Property.** The Agreement is not a work-for-hire agreement. The Company retains exclusive right, title and interest in intellectual property developed, delivered, or used in the performance of the Agreement. Neither the Agreement nor any Statement of Work changes the ownership of any pre-existing materials. Customer shall have no ownership interest in software used by the Company. All work product generated or acquired by the Company shall be the exclusive property of the Company. Work product shall include all clinical data and supporting records and other information. All such work product is confidential pursuant to Article 2 of the Agreement.

**ARTICLE II. CONFIDENTIALITY**

**2.1 Confidential Information.** "Confidential Information" means information or data of a Disclosing Party concerning its business operations, methods and strategies, financial condition, technology, or prospects, in any form or medium (including writings, drawings and electronically stored information and data), whether or not marked or labeled as "confidential." Confidential Information also includes: (i) a Disclosing Party's technical information, confidential data and trade secrets; (ii) a Disclosing Party's nonpublic Intellectual Property ("IP") (for example, inventions, discoveries, designs, methods, processes and ideas, whether or not patented or patentable), mask works and works for authorship, whether copyrighted or copyrightable; (iii) any other information or data whether in written, electronic or oral form, directly or indirectly or made available by Disclosing Party or any of its or its affiliates' employees or independent contractors to the non-disclosing party in connection with the activities contemplated by this Agreement that is designated "Confidential" or "Proprietary" or some similar designation or that would reasonably be expected to be confidential under the circumstances, including information related to the

Disclosing Party's business or operations (including financial, corporate, marketing, product, research, technical, manufacturing and other nonpublic information) or its affiliates' employees, customers, suppliers and other business partners, property-related information, personally identifiable information, sensitive personal information (including the substance of inquiries or requests made by Customer's employees through the Services); and (iv) all tangible manifestations (however embodied) of information or data referred to in clauses (i), (ii) and (iii) above (for example, computer software, firmware, scripts or objects, hardware, programmer's notes, databases, manuals, training manuals and materials, memoranda, reports, drawings, sketches, flowcharts, models, prototypes, files, films, records or forms). **Notwithstanding the foregoing**, the parties acknowledge that Customer may be subject to the Florida Public Records Law, Chapter 119, Florida Statutes.

**2.2** **Receiving Party.** A Party that acquires knowledge of the other Party's (a "Disclosing Party") Confidential Information is considered the "Receiving Party." The Receiving Party shall keep Confidential Information in confidence using the same degree of care as the Receiving Party uses with its own Confidential Information or a reasonable degree of care, whichever is greater. The Receiving Party will not use, exploit, disseminate, disclose, or divulge Confidential Information to any person, firm, corporation, partnership, association, or other entity, without the prior written consent of the Disclosing Party.

**2.3** **Applicability of Confidentiality.** Notwithstanding the foregoing, a Receiving Party is not required to hold a Disclosing Party's information "confidential" if the information: (i) becomes publicly known, after disclosure in connection with this Agreement, through no act or omission of the Receiving Party; (ii) was, prior to disclosure in connection with this Agreement, already in the legitimate possession of the Receiving Party or publicly known, (iii) is obtained by the Receiving Party from a third party (a) without using the Disclosing Party's Confidential Information and (b) without a breach of such third party's obligations or violation of law, rule or regulation; (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information; (v) is required to be disclosed pursuant to judicial or governmental judgment, writ, decree, or order; or (vi) becomes relevant to the Receiving Party in any claim, demand, suit, action or proceeding instituted or defended by it in connection with the enforcement of its right or obligations under this Agreement. If the Receiving Party is required to disclose Confidential Information as contemplated in **Section 2.3(v)**, the Receiving Party may disclose only such information as, in the opinion of counsel, is legally required. The Receiving Party shall provide Disclosing Party, to the extent reasonably possible, advance notice to allow the Disclosing Party to seek, at its own expense, a protective order. The Receiving Party shall, at the Disclosing Party's expense, reasonably cooperate with the Disclosing Party's efforts to seek such a protective order.

**2.4** **Retention.** The Company may retain, for its own general analytic purposes, after termination of the Agreement, de-identified aggregate data that is: (i) compiled from the raw data disclosed by Customer to the Company; or (ii) compiled from raw data collected from Customer's employees or their health care providers.

**2.5** **Information Security Program.** The Company maintains an information security program to protect personally identifiable information. The information security program includes administrative, technical, and physical safeguards: (a) to ensure security and confidentiality; (b) to protect information against any anticipated threats or hazards to security and integrity; and (c) to protect information against unauthorized access to or use that could result in harm, liability, or inconvenience to Customer or to its employees. The Company will report breaches of security to Customer when the security breach involves

Customer information or information related to employees or any other individuals that is collected by and held by or on behalf of the Company.

**2.6** **Security Breach.** If the Company believes that there has been any unauthorized access to or use of information related to employees or any other individuals that is collected by and held by or on behalf of the Company (a "Security Breach" of "Customer Data"), the Company must notify Customer after completion of its internal review and investigation.

**ARTICLE III. TERM, PAYMENT AND TERMINATION**

**3.1** **Term.** This Agreement shall commence on the effective date specified in Exhibit A ("Effective Date") and will continue until 5:00 p.m. Eastern Standard Time on 1/31/2027, unless terminated earlier in accordance with Section 3.3 of this Agreement (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for successive one -year periods unless either party provides written notice of non-renewal at least one hundred and twenty (120) days prior to the end of the then-current term or any subsequent renewal period. Such written notice must be delivered to the other Party at the address specified in this Agreement, with a copy simultaneously sent to the other Party's legal counsel at the address designated in writing by such party.

**3.2** **Payment.** In consideration of the services provided by the Company, the Customer agrees to pay the fees outlined in Exhibit A ("Service Fees"). After twelve (12) months from the Effective Date, and at each subsequent anniversary, the Company reserves the right to adjust the Service Fees for any renewal term. Any fee adjustments shall not exceed the Consumer Price Index (CPI) or the rate of inflation at that time, unless otherwise mutually agreed upon by both parties.

If there is a change of ten percent (10%) or more in the Customer's employee enrollment, the Company reserves the right to review and adjust the Service Fees accordingly. The Customer must report such changes in writing at the time of payment remittance. The Company may retroactively or prospectively adjust pricing on invoices affected by the change in employee enrollment.

The Customer is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Florida Statutes, and payment by the Customer shall be made in compliance with said Act. The Company will issue invoices on a monthly basis for services rendered, and the Customer agrees to make payment upon receipt. If payment is not made within sixty (60) days from the invoice date, the outstanding balance will accrue interest at a rate of 1.5% per month. The total interest charged will not exceed applicable legal limits. In the event that interest charged exceeds these legal limits, the Company will credit the excess to the Customer's next invoice or, if applicable, refund the difference if the excess surpasses the next invoice amount.

**3.3** **Termination.** Either Party may terminate the Agreement if the other Party materially breaches the Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of such breach from the other Party. Termination shall not prejudice any other remedy to which the terminating Party may be entitled at law, in equity or under the Agreement.

**3.4** **Effect of Termination.** The Company is entitled to full compensation for work performed prior to termination.

**3.5** **Indebtedness.** If Customer is unable to pay its debts as they become due, the Company may terminate the Agreement at its discretion and proceed to enforce Customer's performance. This Section 3.5 supersedes all prior contract terms and conditions.

**3.6** **Bankruptcy.** Either Party may terminate the Agreement if the other Party: (i) ceases doing business as a going concern; (ii) makes an assignment for the benefit of creditors; (iii) admits in writing its inability to pay its debts as they become due; (iv) commences, or has commenced against it, bankruptcy proceedings in any jurisdiction and such proceedings are not dismissed within 30 days; or (v) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangements under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver, liquidator of it or of all or any substantial part of its asset or properties, or if within 45 days after the commencement of any proceeding against the Party seeking reorganization, similar arrangements, readjustment, liquidation, dissolution or similar relief under any present or future statue, law or regulation, such proceedings shall not have been dismissed, or if within 45 days after appointment of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets and properties without the Party seeking reorganization's consent or acquiescence, and the appointment has not been vacated.

## ARTICLE IV. INDEMNIFICATION

**4.1** **Mutual Indemnification.** To the fullest extent permitted by law in the State of Florida, each Party shall indemnify, defend (with counsel reasonably acceptable to the other Party), and hold harmless the other Party and its affiliates, and its and their respective officers, directors, partners, shareholders, employees, representatives, agents, successors, and assigns (each an "Indemnified Party") from and against any and all liabilities, losses, claims, damages, expenses, and costs (including reasonable attorneys' and consultants' fees and disbursements) (collectively, "Losses") arising from or relating to: (1) any negligent act or omission, in whole or in part; (ii) any violation of any applicable statute or regulation in the performance of this Agreement; and (iii) any fraud, willful misconduct or gross negligence of the other Party, its affiliates or any subcontractor. Notwithstanding the foregoing, the Customer does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, Section 768.28, Florida Statutes, or otherwise provided.

## ARTICLE V. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

**5.1** **Warranty.** The Company will use commercially reasonable efforts to perform the Services in a professional manner, consistent with industry standards. Except as described in the Agreement or a Statement of Work, the Company makes no other warranties. The Company warranties extend solely to Customer. This warranty gives Customer specific legal rights, and Customer may also have other rights, which vary from state to state. Except for non-payment, neither Party will bring a legal action under the Agreement more than two (2) years after the cause of action arose.

**5.2** **Disclaimer.** TO THE EXTENT PERMITTED BY LAW AND AS PROVIDED HEREIN, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

**5.3** **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN

ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER, FOR THE PERIOD OF 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO SUCH DAMAGES, UNDER THE AGREEMENT FOR THE RELEVANT SERVICES.

**ARTICLE VI. THIRD PARTY INFORMATION/LIMITATIONS OF RESPONSIBILITY**

**6.1** **Responsibility and Liability for Third Parties.** It is specifically understood and agreed by the Parties that neither Party assumes responsibility or liability for the accuracy, completeness, propriety, necessity, or advisability of the information which is provided to the Company or Customer by or from third parties including counselors, affiliates, coaches, coordinators, clinics, or any other entities providing information to the Company or Customer.

**6.2** **Limitations of Responsibility.** The Parties understand and agree that Company shall have no responsibility of any kind to Customer and any individual employee of Customer or any other person, firm, corporation, or entity for any of the following: (1) verification of any individual's eligibility, or entitlement to group medical/health plan coverage, or coverage contained within or excluded from said group health plan; (2) verification for any participant's provider's network status; (3) payment of any individual's medical, hospital, or other bills, debts, obligations, or other liabilities of any kind relating to medical or surgical treatment of confinement; (4) benefit decisions – the role of the Company being limited to making clinical recommendations to a health benefit plan's named fiduciary; and (5) notification to any individual of an adverse benefit determination based upon, or related to, a clinical recommendation by Company.

**6.3** **Customer Obligations.** The Company shall not be liable for any obligation, indebtedness, or liability of Customer, whether now existing or hereafter arising, and the Company shall not, by entering into the Agreement, assume or become liable for any of such obligations, indebtedness, or liabilities.

**ARTICLE VII. AUTHORIZATION FOR COMMUNICATIONS**

**7.1** **Communications.** Customer shall not distribute descriptive materials of any type which reference the various components of the services provided by the Company without first submitting such proposed materials to the Company for review and obtaining prior written authorization from the Company. Customer further expressly acknowledges that all intellectual property rights of the Company, its successors and/or assigns, shall remain the sole and exclusive property of the Company, its successors and/or assigns consistent and in accordance with the prior approval obtained by the Company from the United States Patent and Trademark Office and any other available remedies or protection(s) available unto the Company.

**7.2** **Irreparable Harm to the Company.** It is further expressly agreed that a breach by Customer of any provision of the preceding covenant will cause the Company irreparable harm which cannot be adequately compensated by monetary relief. Accordingly, in the event of any such breach, the Company can and will be entitled to equitable relief (including but not limited to temporary restraining orders, preliminary and/or permanent injunctions), in addition to any other remedies available at law or in equity now or hereinafter in force.

**ARTICLE VIII. GENERAL PROVISIONS**

**8.1** **Notice.** All notices and other communications required or permitted hereunder or in connection herewith, shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and postage prepaid. They shall be addressed as follows:

**Company:**

**AllOne Health**

Attn: Legal Department

100 North Pennsylvania Avenue

Wilkes-Barre PA 18701-3503

**Customer:**

**City of Melbourne, FL**

900 E. Strawbridge Ave

Melbourne, FL 32901

Provided, however, that either Party may change such Party's address by written notice of such change in accordance with this Section 8.1 to the other Party.

**8.2** **Governing Law.** The Agreement shall be governed by and construed under the laws of the State of Florida, without giving effect to the principles of conflict of laws thereof. Additionally, the Parties agree that any legal action or proceeding brought by or against them under this agreement shall be exclusively brought in the courts in and for Brevard County and that the parties submit to such jurisdiction and waive all objections which they may have with respect to the venue of the above courts.

**8.3** **Entire Agreement.** The Agreement, together with the exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the provisions of the Services and supersedes any and all prior agreements whether written or oral, that may exist between the Parties solely with respect to such subject matter. The Preamble and **Exhibit A** are incorporated into the Agreement by reference.

**8.4** **Modifications and Amendments.** No modification, amendment, alteration, or waiver of any provision of this Agreement shall be valid unless set forth in a written instrument and signed by the Party against whom enforcement is sought. A waiver of any provision of this Agreement at any time shall not constitute a waiver of any other provision at that time, nor shall it be deemed a waiver of the same or any other provision at any future time.

**8.5** **Statement of Work/Fee Schedule Amendments.** Notwithstanding **Section 8.4**, Customer may request the Company to make changes to its Statement of Work/Fee Schedule or to perform additional Services ("Modified Services"). Upon such a request by Customer, the Company shall submit in writing a proposal for accomplishing the Modified Services and any associated increase or decrease in the Service Fees. If Customer elects to have the Company perform the Modified Services, the Company shall prepare an amended Statement of Work/Fee Schedule that describes and outlines the terms of the Modified Services to be performed. Such amended Statement of Work/Fee Schedule shall be mutually agreed upon,

signed, and dated by both Parties. The Company shall not be obligated to perform the Modified Services prior to the execution of the amended Statement of Work/Fee Schedule.

**8.6** **Assignment and Third-Party Beneficiaries.** Neither Party may assign the Agreement without the expressed written consent of the other Party, which consent shall not be unreasonably conditioned, withheld or delayed. Notwithstanding the foregoing, either Party may transfer or assign this Agreement without the other Party's consent (i) to any parent, subsidiary, or affiliate that controls, is controlled by, or is under common control with such Party, or (ii) in connection with a merger, acquisition, or sale of all or substantially all of such Party's assets or business to which this Agreement relates. Furthermore, either Party may assign the Agreement to a third party solely in connection with a sale or other disposition of substantially all the assets of the assigning Party's business without the expressed written consent of the other Party. Other than in connection with indemnification under **Section 4.1**, the Agreement does not, nor is it intended to, create any rights, benefits, or interests in any third party, person, or organization.

**8.7** **Captions and Headings; Interpretation.** Captions and headings contained herein are solely for convenience of reference and shall not constitute a part of, or affect the interpretation or construction of, the Agreement. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, exhibit or schedule means a Section or Article of, or schedule or exhibit to this Agreement, unless another agreement is specified, (b) the word "including" (and words of similar import) means "including without limitation," (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural or singular form, respectively, and words of one gender shall be held to include all genders as the context requires, (e) references to the Parties means the Parties hereto, unless another agreement is specified, (f) references to a particular person include such person's successor and assigns to the extent not prohibited by this Agreement, (g) "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, A and such phrase does not mean simply "if," (h) the headings contained in this Agreement, in any exhibit or schedule hereto and in the table of contents to this Agreement are for reference purposes only and shall not effect in any way the meaning or interpretation of this Agreement, (i) references to "$" shall mean United States dollars, (j) the word "or" is not exclusive, (k) the words "hereof," "herein," "hereby," "hereto," and derivative or similar words refer to this entire Agreement including the schedules and exhibits hereto, (l) the word "any" means "any and all," (m) the words "writing," "written," and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form, (n) no provision of this Agreement is to be construed to require, directly or indirectly, any person to take any action, or omit to take any action, to the extent such action or omission would violate applicable law, (o) if the last day of the time period for the giving of any notice of the taking of any action required under this Agreement falls on a day that is not a business day, the time period for giving such notice or taking such action shall be extended through the next business day following the original expiration date of such, and (p) the Parties have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in this Agreement.

**8.8** **Waiver and Severability.** The waiver by either Party of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. If any provision of the Agreement

shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof and such affected provision shall be enforced to the fullest extent permitted by law.

**8.9** **Attorney's Fees, Costs and Expenses.** If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, each Party shall bear its own attorneys' fees, costs and expenses incurred in maintaining such action in addition to any other relief that may be deemed proper.

**8.10** **Counterparts and Facsimile Signatures or PDF Signatures.** The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Customer and the Company agree that transmission to each other of the Agreement with the transmitting Party's facsimile signature or portable document format ("PDF") signature shall suffice to bind the Party signing and transmitting same to the Agreement in the same manner as if the Agreement with an original signature had been delivered.

**8.11** **Independent Contractor Status.** For purposes of the Agreement and all the Services to be provided hereunder, the Company shall not be considered a partner, co-venturer, agent, employee or representative of Customer, but shall remain in all respects an independent contractor, and neither Party shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party.

**8.12** **Solicitation of Employees.** Customer agrees that during the term of the Agreement and for a period of twenty-four (24) months commencing on the date that such term expires or is terminated, Customer shall not for any reason, either directly or indirectly, on Customer's own behalf or in the service or on behalf of others, solicit, recruit or attempt to persuade any person to terminate such person's employment or consulting arrangement with the Company, or an affiliated company, whether or not such person is a full-time employee or whether or not such employment is pursuant to a written agreement or is at-will.

**8.13** **Survival.** The provisions of **Articles II, III, IV, V, VI, VII and VIII** shall survive the expiration or sooner termination of the term of the Agreement.

**8.14** **Force Majeure.** Each Party shall not be considered in default of the performance of its obligations under the Agreement to the extent that performance of its obligations is prevented or delayed by any cause beyond its reasonable control, including acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, wars, blockades, riots, civil disturbances, pandemics, epidemics, floods, hurricanes, tornadoes and any other similar acts, events or omissions (each a "Force Majeure Event"). A Party is excused from performance only for the duration of such a Force Majeure Event. Any Party so delayed in its performance due to a Force Majeure Event shall immediately notify the other Party by telephone (to be confirmed in writing within 24 hours of the inception of such delay). In the event a Force Majeure Event affecting the performance of a Party continues for more than 60 days, the other Party may terminate this Agreement upon notice to such affected Party.

**8.15** **Advertising and Public Announcement.** Reserved.

**8.16** **Subcontracting.** Company may also, without notice, utilize subcontractors and agents to perform aspects of the Services (such as cloud hosting), provided, however, that Company shall remain primarily responsible for compliance with its obligations under this Agreement.

**8.17** **ERISA Disclaimer.** The Parties acknowledge and agree that the Company will provide services to Customer under the Agreement. In providing such service, the Parties agree that the Company will not exercise any discretionary authority over the management or disposition of assets of any welfare benefit plan (as such term is defined in the Employee Retirement Income Security Act of 1974 ("ERISA"). The Company's duties will be limited to providing certain contractually agreed upon services as herein set forth. Therefore, the Parties agree that the Company is not a fiduciary (as such term is defined by ERISA Section 3(21)) regarding Customer's Health Benefits or any Health and Welfare Benefit Plan. The Company will provide services by using its employees who are unfamiliar with and have no responsibility to determine or verify the coverage requirements of any specific benefit plan. In the event that knowledge of the Company shall be a prerequisite to imposing a duty upon or to determine the liability of the Company under the Agreement or under any statute regulating the conduct of the Company, the Company will not be deemed to have participated in any act or omission of any fiduciary (as such term is defined under ERISA) with regard to the coverage requirements of any welfare benefit plan as a result of performing its contractually agreed upon duties hereunder.

**8.18** **Privacy.**

(a) Company is a "service provider", "processor", or equivalent term under data privacy laws applicable to Company's activities under this Agreement (collectively, together with any regulations promulgated pursuant to such laws, "Data Privacy Laws"), and Customer is a "controller", "business" or equivalent term under applicable Data Privacy Laws. The parties agree and acknowledge that certain individuals may have personal data rights pursuant to Data Privacy Laws with respect to their "personal information," "personal data," or equivalent term as defined in Data Privacy Laws ("Personal Information"). Company will retain, use, and disclose Personal Information subject to Data Privacy Laws only for the business purposes and business relationship authorized in the Agreement or otherwise permitted by such Data Privacy Laws, will not sell Personal Information (as such term is defined in applicable Data Privacy Laws), and will treat such Personal Information as Confidential Information under this Agreement. The Company's PIMS Privacy Policy is incorporated herein by reference and can be found on the Company's website. The PIMS Privacy Policy may be amended from time to time without notice to the Customer.

(b) Referral Network. Customer acknowledges and agrees that the counselors, affiliates, coaches, coordinators, clinics, health care providers, and any other entities to whom Company may refer Customer's employees for health counseling or similar services (collectively, the "Referral Network") are separate, independent "controllers", "businesses", or an equivalent term under Data Privacy Laws, and such Referral Network members are not Company's subcontractors or service providers. Customer further acknowledges that Company has no control over, or responsibility for, the data collection or use practices of any Referral Network member, and the use of Personal Information by Referral Network members is subject to each such member's own privacy practices and disclosures. The Company's Referral Network is a sub-processor of the Company for purposes of the referral, invoice, and payment process. The Customer may obtain additional information about the Company's Affiliate Network by contacting the Company.

(c) With regard to protected health information ("PHI") and other Personal Information, each party shall comply, to the extent applicable, with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") and any all-applicable Data Privacy Laws. Customer hereby agrees that (i) the Company is authorized to process and transfer data between its offices constituting the Company's group of companies, and between any sub-

contractor(s), partners and affiliates, and other members of the Referral Network, engaged by the Company to perform part or all of the Services thereby allowing global access to the data on a 'need-to–know' basis in order to perform Services under this Agreement in the countries and territories specified by Customer; and (ii) the Company may disclose protected health information of data subjects (as defined in HIPAA) in the aggregate reports or in de-identified form, without the written consent of data subject, in connection with Company's business operations, as permitted by law.

(d) The Customer shall not share Customer PHI or Personal Information with the Company. "Personal Information" shall mean a first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account; provided, however, that "Personal information" does not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

**8.19** **Anti-Corruption Compliance.** Reserved.

**8.20** **Trade Sanctions and Export Control.** Reserved.

**8.21** **Record Storage and Delivery.** Upon termination of the Agreement and to the extent that such records exist, the Company shall compile, collect, and deliver to Customer all Customer records subject to the Agreement as soon as is practicable after such termination. Customer agrees to accept delivery upon receipt of such Customer records and pay the Company all reasonable and customary storage, shipping and handling fees and expenses upon receipt of such record delivery and invoicing. Customer understands that any federal and/or state law, rule, regulation, or policy requiring the safekeeping of records for a prescribed time period, after termination of the Agreement, is the sole responsibility of Customer and not an obligation of the Company. **Notwithstanding the foregoing**, the parties acknowledge that Customer may be subject to the Florida Public Records Law, Chapter 119, Florida Statutes.

**8.22** **Florida Certifications and Disclosures.**

(a) **E-Verify**. The Company understands that contracts with the Customer are subject to Section 448.095(2), Florida Statutes, and the Company agrees to comply with the requirements of said statute. The Company 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 Section 448.095(2), Florida Statutes. Notwithstanding anything to the contrary in this contract, the Customer reserves the right to terminate this contract in accordance with Section 448.095(2), Florida Statutes.

(b) **Public Entity Crimes Statement.** Pursuant to Section 287.133, Florida Statutes, as amended from time to time, the Company 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 Company hereby acknowledges the continuous duty to disclose to the Customer if the Company 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 Company must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

(d) **Scrutinized Companies or Other Entities.** Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, the Company certifies that it (a) if the contract is more than $100,000, has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the Customer determines that Company has falsely certified facts under this sub-paragraph or if Company is found to have been placed on the Scrutinized Companies or Other Entities Lists or is engaged in a boycott of Israel after execution of this Agreement, the Customer will have all rights and remedies to terminate this Agreement consistent Section 287.135, Florida Statues. Customer reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes.

(e) **Anti-Trust Violations.** By entering into this Agreement, the Company 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 Customer consistent with Section 287.137, Florida Statutes, as amended.

(f) **Environmental and Social Government and Corporate Activism.** Pursuant to Section 287.05701, Florida Statutes, as may be amended, the Customer 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.

***[Remainder of page intentionally left blank]***

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed and delivered the Agreement as of the date first above written.

**AllOne Health**

Keith Wasley
Keith Wasley (Jan 27, 2026 18:17:32 EST)

**Date** 01/27/2026

**Keith Wasley – President and CEO**

_____

**Date**

_____

**Signature of Authorized Customer Representative**

_____

**Printed Name of Authorized Customer Representative**

_____

**Title of Authorized Customer Representative**

ALLONE HEALTH

**EXHIBIT A: Employee Assistance Program (EAP)**

**STATEMENT OF WORK/FEE SCHEDULE**

**Effective Date**: 1/30/2026

**Notification required for non-renewal: 120 days**

**Groups Covered**: Full-time employees, dependents ages 8-26, and household members.

**ASSISTANCE AND WORK-LIFE SERVICES**

**Comprehensive Benefits**

- **24/7 Access**: Toll-free telephonic and online access to EAP services.
- **Multilingual Services**: Call translation services available in over 140 languages.
- **In-the-Moment Mental Health Support**: Immediate, confidential access to Master's-level clinicians for emotional and psychological support, available 24/7 by telephone.
- **Mental Health Counseling**:
    - Up to 6 *short-term counseling sessions per unique issue with a Master's-level clinician, (up to 60 minutes each), available in-person, by phone, video, chat, or asynchronous text.
    - Referrals to community or insurance-covered long-term care when applicable.
- **Work-Life Resources**:
    - Personalized consultations and verified referrals for childcare, elder care, pet care, adoption, relocation, education, and more.
- **Legal and Financial Assistance**:
    - **Legal**: Referrals to professional attorneys on matters such as estate planning, divorce, custody, and bankruptcy.
    - **Financial**: Up to 6 virtual counseling sessions annually, (up to 30 minutes each), with a Certified Personal Finance Professional, offering expert guidance on budgeting, retirement planning, and debt management.
    - **Identity Theft Support**: Consultation with a Fraud Resolution Specialist (up to 60 minutes per year).
- **Take the High Road**
    - One, $45 rideshare reimbursement for eligible employees and dependents 18 years or older will be made available with submission of a receipt once per calendar year.
- **Digital Tools**:
    - Comprehensive online portal and mobile app with articles, videos, calculators, self-guided tools, webinars, live chat, and podcasts.
    - Internet-based Cognitive Behavioral Therapy (iCBT) modules.

- *AllOne Heath App* providing immediate access to scheduling a virtual counseling appointment and mental health, work-life resources.

- **Life Coaching**: Up to 6 virtual or telephone sessions annually for personalized development in areas such as work-life balance, time management, and communication skills. (up to 60 minutes each).
- **Medical Advocacy**: Support navigating healthcare systems, including pre-authorizations, claims, and transitional care planning.
- **Personal Assistant Services**: Access to assistance with travel arrangements, dining reservations, home services, and other daily tasks.

**PROGRAM IMPLEMENTATION AND PROMOTION**

**Engagement and Awareness**

- **Participant and Manager Orientations**:
  - Virtual sessions to introduce benefits and usage guidance.
  - Unlimited virtual sessions are included annually.
- **Marketing Materials**:
  - Comprehensive Online Promotional Toolkit features a collection of benefit-focused and topical digital flyers and content designed to boost engagement.
  - Printed materials and promotional items, including brochures, wallet cards, posters, stress balls, and other giveaways, as well as translated materials, are available and quoted by project.
- **Newsletters and Content**:
  - The Annual Themed Content Calendar outlines a structured schedule of curated topics, resources, and year-round live webinars designed to support ongoing engagement, participant well-being, and organizational initiatives.
  - Monthly newsletter with curated content on well-being topics emailed to the point of contact to share and hosted on AllOne Health's INSIGHTS Newsletter HUB online.
  - Access to a lifestyle blog with timely and relevant resources.
- **Health and Benefits Fair Participation**: Participation in Onsite and Virtual Events. Participation in onsite and virtual events shall be subject to reasonable availability and may be subject to additional costs, which shall be mutually agreed upon in advance.

**MANAGEMENT ASSISTANCE**

**Leadership Support**

- **Account Management**: To oversee program implementation, utilization reviews, and strategic planning.
- **Management Consultations**: Expert guidance on workforce challenges and needs, including:

- Declining performance
- Workplace conflicts
- Policy violations
- Behavioral concerns
- Virtual and onsite Workplace Crisis Response
- Virtual training and education engagements

- **Crisis Consultation**: Immediate management support following critical incidents.
- **Formal Management Referrals**: Structured process for employees referrals addressing performance and policy issues, including substance abuse concerns.
- **Substance abuse evaluation:** Assessment of drug and alcohol related issues for employees in DOT and non-DOT regulated positions.
- **Fitness for Duty Evaluation Coordination**
  - Consultation regarding fitness for duty needs.
  - Coordination of fitness evaluations. Referral to qualified professionals.

**PERFORMANCE TRACKING**

**Data-Driven Insights**

- **Utilization Reporting**:
  - Available on a quarterly basis. Reports include metrics on service usage, engagement trends, and demographic insights for populations of 100 or more. Data presented in aggregate to protect confidentiality.
- **Program Reviews**: Periodic evaluations to assess program alignment with organizational goals.
- **Satisfaction Surveys**: Anonymous feedback collected to continuously improve service delivery.

**SERVICE FEES**

**Annual Fee Structure**:

- Effective Date: 1/30/2026
- Total covered employees: 883
- Fee Structure: Census Based
- Billing frequency: Monthly
- Per Employee, Per Month: $1.34

- **Organizations Services: Inclusions and Fee-for-Service Rates**Workplace Crisis Response-onsite & virtual**: 8 hours included per benefit year. Fees starting at $350/hour thereafter (travel costs additional)
- ****Webinars, Trainings and On-site Events:**
    - **Quarterly webinar series facilitated by AllOne Health:**
        - Quarterly AllOne Health facilitated Supervisor Excellence Series is included in the PEPM.
        - 8 hours can be used toward the quarterly AllOne Health facilitated Stress Management and Leadership series.
    - **On-site Pool of Hours: 9 hours can be applied for the following events:**
        - **AllOne Health Training Catalog**: Training courses in the AllOne Health training catalog (virtual and in-person)Training fees begin at $350/hour. (Travel and customization of content additional. Priced by project).
        - **Promotional Events:** Attendance at on-site promotional events including orientations, benefit or health fairs. Fees start at $225/hour thereafter.
- **Substance Abuse Professional (SAP) Services**: 2 DOT SAP cases included per benefit year. Fees starting at $950 per case thereafter.
- **Fitness for Duty Evaluation Services:** Fees starting at $2,250 per case.
- **Conflict Mediation:** Fees starting at $350/hour

*** Any scheduled crisis response or training event may be subject to a penalty of a minimum of $350 for cancellation with less than 48-hour notice or if a provider has been secured for Workplace Crisis Response services.*

**Optional Services available and priced per project or per customer. To take advantage of these additional whole health solutions simply contact the AllOne Health team for more details.**

- AllOne Wellness Programs
- AllOne Organizational Consulting
- AllOne Crisis Management
- AllOne Concierge

***KNOX KEENE**

*In accordance with Knox Keene regulations, California employees shall be limited to three (3) counseling sessions within each six (6) month period.*

# 2026.01.30 CSA (City of Melbourne-Deer Oaks)

Final Audit Report 2026-01-27

| | |
|---|---|
| Created: | 2026-01-27 |
| By: | Michelle Martin (Michelle.Martin@allonehealth.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAjcUmvB4V6wQ0GVV8e2A4Z-9etie_bx72 |

## "2026.01.30 CSA (City of Melbourne-Deer Oaks)" History

Document created by Michelle Martin (Michelle.Martin@allonehealth.com)
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Email viewed by Keith Wasley (keith.wasley@allonehealth.com)
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Document e-signed by Keith Wasley (keith.wasley@allonehealth.com)
Signature Date: 2026-01-27 - 11:12:32 PM GMT - Time Source: server

Agreement completed.
2026-01-27 - 11:12:32 PM GMT

# SOLE/SINGLE SOURCE REQUEST FORM

| | |
|---|---|
| **DATE:** | **December 18, 2025** |
| **TO:** | **Gregory Bunn, Procurement Manager** |
| **THRU:** | |
| **FROM:** | **Kimberly Foxworth, Director of Human Resources** |
| **Product/Service Description:** | **AllOne Health formerly known as Deer Oaks – Employee Assistance Program Contract Renewal** |

## PART I

**CHECK ONE: XX 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***

X **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**
2. **Without an equal or equivalent; unparalleled**

3. Unusual; extraordinary

4. Characteristic of a particular category, condition, or locality

| | | | |
|---|---|---|---|
| **Order must be placed by:** | **Ruth Lovejoy** | **Product/Service needed by:** | **December 18, 2025** |
| **Proposed Vendor:** | **AllOne Health** | | |
| **Address:** | **100 N Pennsylvania Ave., Wilkes-Barre, PA 18701** | | |
| **Brand:** | | **Product #:** | |
| **Estimated Cost of Purchase:** | **$14,400.00** | **Account to be charged:** | **Based on Department Organization Code and Object 523030.** |

**Note:** **Insurance may be required, check with the Procurement Office.**

| Dept. Head Signature: | Ruth Gay | Date: 12/18/2025 |
|---|---|---|

DO NOT WRITE BELOW THIS LINE

FOR PROCUREMENT DIVISION USE ONLY

APPROVAL AUTHORITY: In accordance with City of Melbourne Procurement Division procedures it is requested that you review that information contained herein and make your recommendation to begin/continue the above requested procurement. A review of this recommendation, if a Standardization, will be made on an annual basis in June following the approval date.

APPROVED: _____ / 1/28/26

Procurement Team Member — Date

DISAPPROVED: _____ If not approved state reason below:

_____

_____

## 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:**

AllOne Health has been the City's provider for employee assistance matters since 2010. The organization has functioned in a satisfactory manner to date. They are very responsive to our employees and their immediate need for care. The Human Resources Department staff have easy access to representatives of AllOne Health. These are business relationships that were built over time and are especially important for ensuring our employees are taken care of when the need arises.

**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):**

AllOne Health Is fully Integrated Into our city departments, several of our processes and systems. Department Directors, Managers, and employees alike are familiar with the organization, the specialty providers and the process. It would be beneficial to continue using AllOne Health as the EAP provider so there is no disruption for employees obtaining critical care services i.e. drug/alcohol rehabilitation, depression, suicide prevention providers.

**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: $**

N/A

**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.**

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

**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): | Ruth Lovejoy | Date: | 12/18/2025 |
|---|---|---|---|

# Melbourne City Council
# February 10, 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.e. |

**Subject:**
Contract award for the Flexible Spending (FSA), Dependent Care Account (DCA), COBRA and Health Savings Account (HSA).

**Background/Consideration:**
The City retained the services of Brown & Brown as a consultant to oversee the Request for Proposal (RFP) process for the current employee health insurance renewal. As part of the comprehensive benefit package available to employees, the City provides options for Flexible Spending Accounts, Dependent Care Accounts and a new option for a Health Savings Account. The City is also required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) to offer employees and their families (if eligible) the opportunity for a temporary extension of health coverage at group health rates in certain instances where coverage would otherwise end.

The Flexible Spending Account and Dependent Care Account Plan allows employees to save money by paying for medical and dependent childcare with pre-tax dollars. Currently, there are 390 participants enrolled in the City's medical flexible spending account and 24 participants enrolled in the dependent care account.

The Health Savings Account (HSA) is a new option that will become available to employees as part of the new offering of health plans provided by United Healthcare. This plan offers participants the ability to pay for common health expenses on a pre-tax basis and experience tax savings ranging from 25-40% on the dollars contributed to the plan.

The City has utilized the services of TASC since 2016 for administration of the current FSA and COBRA plans. Staff requested that Brown & Brown solicit proposals as part of the new benefit package for a new FSA, HSA and COBRA administrator. Brown & Brown received proposals from three vendors, FloresHR, Medcom and TASC. Staff reviewed the options and determined that FloresHR provides the best combination of pricing and service. They will also provide a dedicated account manager for the City.

Staff is recommending approval of the contract with FloresHR for a term of three (3) years.

**Contract/Solicitation:**

This solicitation was managed by Brown & Brown, Inc., a third-party vendor. Brown & Brown Inc., is a single source vendor.

**Fiscal/Budget Impact:**
Funding is available in 12000513-533080 (Cobra Admin Fee) and 12000513-533020 (Flexible Spending Admin Fee).

The estimated employee count for the FSA and DCA is 390 (estimated 390 employees * $3.95 * 12 months) for a total of $18,486. The estimated employee count for COBRA is 901 (901 * $.50 * 12) for a total of $5,406. The estimated count for the Retiree/Leave Direct Billing is 119 (119 * $4.50 * 12) for a total of $6,426. The estimated count for HSA is 208 (208 * $2.50 * 12) for a total of $6,240. Therefore, the estimated annual cost is $36,558 and a total cost for three years of $109,674.

**Requested Action:**
Approval of the contract award for Flexible Spending Account (FSA), Dependent Care Account (DCA), Health Savings Account (HSA) and COBRA, FloresHR, Charlotte, NC - estimated annual cost $36,558; total cost for three-year contract $109,674.

FloresHR

# PROPOSAL FOR COBRA-FSA ADMINISTRATION

## A Better Benefits Experience Starts Here


**PREPARED BY:**

Thomas Powers

tom.powers@flores247.com

FloresHR


**PREPARED FOR:**

City of Melbourne

**DATE: 2025-09-04**

**At FloresHR, we realize there is no greater asset an organization has than its people.**

In FloresHR you will find an organization with a 30+ year history of delivering remarkable benefit experiences. We have grown from our benefit consulting roots in the Southeast to now serving over 10,000 employers nationwide. We are constantly seeking to expand our footprint and broaden our portfolio of benefit solutions to meet the needs of the employers, participants, and broker partners we serve.

You will find that FloresHR offers a level of expertise and experience that is rare. We strive to deliver service experiences that go beyond the expectations set by our industry and are committed to responsive communication and prompt issue resolution that will leave your team feeling well-served.

We would be honored to be your benefit partner. Thank you for the opportunity to share our benefit administration services with you.

Sincerely,

*Whitney Gelrod*

Whitney Gelrod
Head of Growth
FloresHR

# MEET A BETTER BENEFITS PARTNER

## A DIFFERENT APPROACH FOR BETTER RESULTS

At FloresHR, we combine a high-touch service model with an innovative technology platform to deliver the better benefits experience employers and participants deserve. We employ a team of quality assurance analysts to proactively monitor plan activity daily to ensure issues are identified and resolved early. Our reconciliation and reporting capabilities are unparalleled in the industry. When you choose FloresHR, you choose a partner who will leave your entire team feeling well-served.

## AN INDEPENDENT SINGLE SOURCE SOLUTION

Find complete plan design and compliance support when you choose FloresHR to design and administer your reimbursement plans, Compliance, FMLA, COBRA, or Direct Bill programs. We help you realize full carrier independence. Our clients are free to change health insurance carriers or payroll providers without the need for painful changes to their FSA, HSA, Reimbursement Account, Compliance, Leave Solutions, and COBRA administration.

**1 MILLION+**
COBRA-ELIGIBLE LIVES IN ALL 50 STATES

**10,000+**
EMPLOYERS

**8 MILLION+**
TRANSACTIONS PROCESSED ANNUALLY

**95%**
RETENTION RATE

**"I just wanted to take a moment to tell you how much I appreciate working with Flores. Working with Flores has been such a huge improvement over our previous provider, from the process of filing claims to receiving reimbursement to the easy-to-navigate web page! The availability of the Flores account managers (such as yourself) is also a huge bonus. So thank you for a job well done!"**
**-DAMITA ALLEN, Regulatory Coordinator, Worldwide Clinical Trials**

# FLEXIBLE SPENDING ACCOUNT ADMINISTRATION

Flexible Spending Accounts offer plan participants the opportunity to realize significant tax savings, ranging from 25-40%, on expenses incurred for common health expenses (Healthcare FSA) and the care of qualified dependents (Dependent Care FSA).

The FloresHR service model combined with an innovative technology platform and compliance support simplifies administration of FSA benefit plans for employers and provides a benefits experience plan participants will enjoy.

## FSA QUICK FACTS

- Innovative technology platform
- Assigned account manager supported by team of account managers and participant service specialists
- Participant and employer web portals at FloresHR.com
- Participant mobile app for Apple and Android
- Email and text alerts
- Annual claims filing deadline reminder emails
- Daily plan activity monitored by team of quality assurance analysts
- Online re-enrollment checklist
- Open enrollment resources available online and through your account manager
- Additional resource library for year-round participant needs

### Healthcare FSA

- Benefits debit card available
- Carry over or grace period available
- Use the federal maximum contribution limit, or choose a lower limit
- Limited Purpose (Dental & Vision) FSA available for HSA participants

### Dependent Care FSA

- Dependent Care reimbursements generated daily (as funds are available)
- Debit card not available for use with Dependent Care FSA

# COBRA & DIRECT BILL ADMINISTRATION

We combine a high-touch service model with an innovative technology platform and daily compliance & quality assurance support to deliver a better COBRA and Direct Bill solution.

COBRA is complicated and time-consuming, and trying to administer it on your own, or using a free or discount service, can lead to risks you probably don't want to take with your business. At FloresHR, we take COBRA administration very seriously. That's why we have compliance resources to answer complex legal questions, help with any coverage appeals, and effectively analyze changes to the regulations.

Whether you need assistance with Retiree billing or Leave of Absence (LOA) billing for your employee population, our Direct Bill platform provides the functionality and service excellence you have been searching for. Our Direct Bill service also works well as a complement to our Leave Solutions LOA administration service.

## COBRA & DIRECT BILL QUICK FACTS

- Assigned account manager for your plan, supported by team of account managers and participant service specialists
- Daily quality assurance audits
- Employer web portal for real-time event entry, participant updates, and on demand reporting
- Digital imaging, storage, and retrieval of notices and correspondence
- Monthly remittance
- Daily generation of notices
- Participant web portal for online payments and account management
- Management of undeliverable letters and invoices
- Payment options including check, credit card online, or online bill pay
- Ability for employers to apply subsidies, paid thru dates, and other agreement terms
- Third party file integration for COBRA (size requirements apply)

# HEALTH SAVINGS ACCOUNT ADMINISTRATION

A health savings account (HSA) works with a high deductible health plan (HDHP) to put employees in control of their healthcare finances.

An HSA is a powerful savings tool that enables employees to plan for future healthcare expenses and invest in retirement with a triple-tax advantage unlike any other offering: **tax-free** contributions, **tax-free** earnings, and **tax-free** distributions.

## HSA QUICK FACTS: EMPLOYERS

- Assigned account manager supported by team of account managers and participant service specialists
- One partner for HSA, FSA, HRA and commuter benefits
- Independence from health plan carrier
- Employee HSA education support
- Integration with HRIS, benefits enrollment, and payroll systems
- Efficient and audit-ready enrollment and funding processes
- Easy HSA transfer process and support

## HSA QUICK FACTS: PARTICIPANTS

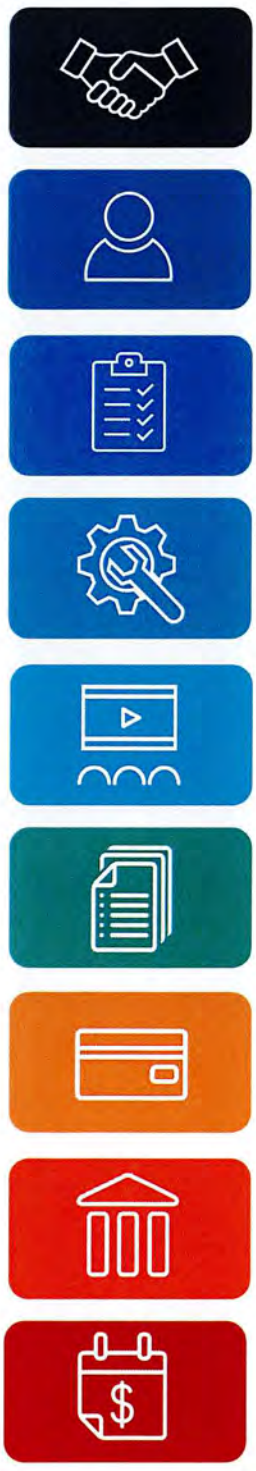
- Materials, calculators, and other educational resources
- No minimum deposit required
- Interest bearing cash account
- Robust investment platform with three different investment pathways (managed, self-directed, and brokerage)*
- Debit cards with stackable purses**
- Single sign-on portal for all accounts
- Mobile access
- Online bill payment
- Online statements and tax documents

**$1,000 minimum balance required before HSA investment account can be opened.*

*** HSA, Limited FSA/HRA, and Commuter funds can be accessed using the same debit card.*

# IMPLEMENTATION TIMELINE

A recommended implementation timeline is below. When you engage services with FloresHR, your dedicated account manager will work with you to establish an implementation timeline based upon your unique implementation needs and the lines of service(s) you select.



| | |
|---|---|
| Proposal Acceptance & Signed Agreement Returned | 75 DAYS |
| Account Manager Introduction | 70 DAYS |
| Implementation Checklists Completed | 60 DAYS |
| FloresHR Generates Enrollment/Administrator Materials | 50 DAYS |
| Custom Enrollment Communications Created | 45 DAYS |
| Client Prepares Enrollment Data | 30 DAYS |
| Debit Cards (HSA, FSA, and Commuter only) | 20-25 DAYS |
| Funding and Client Training Finalized | 14 DAYS |
| **Plan Implementation Complete** | PLAN EFFECTIVE DATES |

# PLANS & SERVICES

Learn more about all that Flores offers.

## BENEFIT SOLUTIONS

FLEXIBLE SPENDING ACCOUNTS (HEALTH & DEPENDENT CARE FSA)

HEALTH SAVINGS ACCOUNTS (HSA)

HEALTH REIMBURSEMENT ARRANGEMENTS (HRA)

LIFE BALANCED LIFESTYLE SPENDING ACCOUNTS

COMMUTER BENEFIT ACCOUNTS TRANSIT, PARKING, VANPOOL

MEDICAL TRAVEL EMPLOYEE ASSISTANCE PROGRAM (MTEAP)

FAMILY BUILDING BENEFITS

STUDENT LOAN REPAYMENT ASSISTANCE PLANS (LRAP)

TUITION ASSISTANCE REIMBURSEMENT PLANS (TARP)

## COMPLIANCE SOLUTIONS

COBRA

PREMIUM-ONLY PLANS (POP)

FORM 5500 AND WRAP SPD PREPARATION

HR COMPLIANCE CENTER

## LEAVE SOLUTIONS

LEAVE SOLUTIONS FMLA, ADA, DISABILITY

DIRECT BILL

# PROFESSIONAL FEES

**CLIENT NAME: City of Melbourne**

**EFFECTIVE DATE: 4/1/2026**

**PROPOSED FEES VALID FOR ACCEPTANCE UNTIL: 3/31/2026**

Upon acceptance of this proposal, professional fees are guaranteed for the initial term of contract. Fees will be billed monthly.

| SERVICE | AMOUNT | MINIMUM |
|---|---|---|
| **FSA Administration**<br>(Per Participant Per Month) Includes HCFSA, LFSA and DCFSA. Debit card for HCFSA and LFSA only. A 5% prefund of debit card annual balances is required. | $3.95 | $110 |
| **COBRA Administration**<br>(Per Insured Employee Per Month) Initial Rights Notices for new hires included. Flores retains 2% COBRA administration fee. Bulk mailing of Initial Rights notices to correct past compliance gaps: $2.00 each. QE Notices in excess of 20% turnover: $3.75 each. Mailed Open Enrollment Notices to Active COBRA Participants: $15 each plus printing & shipping ($75 min.). | $0.50 | $65 |
| **HSA Administration**<br>(Per Participant Per Month) Includes debit card | $2.50 | $100 |
| **Retiree and Leave of Absence Direct Billing**<br>(Per Participant Per Month) | $4.50 | $50 |

Wire Transfers: $15 per wire (ACH and debit options available at no cost)

# CONTACT INFORMATION

Please provide the following information to expedite setup of your plan.

## PRIMARY CONTACT INFORMATION

| | |
|---|---|
| Primary Contact Name | Ruth Lovejoy |
| Primary Contact Title | Acting HR Director |
| Primary Contact Email | ruth.lovejoy@mlbfl.org |
| Primary Contact Phone | 321-608-7810 |

## BILLING CONTACT INFORMATION

| | |
|---|---|
| Billing Contact Name | Jennifer Chase |
| Billing Contact Title | Payroll/Pension Manager |
| Billing Contact Email | jennifer.chase@mlbfl.org |
| Billing Contact Phone | 321-608-7030 |

# NEXT STEPS & ACCEPTANCE OF FEES

1. Please review this proposal in detail prior to signing. We want to ensure you are 100% comfortable with everything presented.

2. If you have any questions at all, please contact me at  or tom.powers@flores247.com for clarification or further discussion of the proposal.

3. Once you are ready to proceed, please sign below to accept the proposed fees.

4. Once signed, you will receive an email with the completed proposal for your records.

5. Don't forget to complete the requested Contact Information on the previous page to expedite setup of your plan.

6. We will be in touch shortly with details on moving forward with your new services.

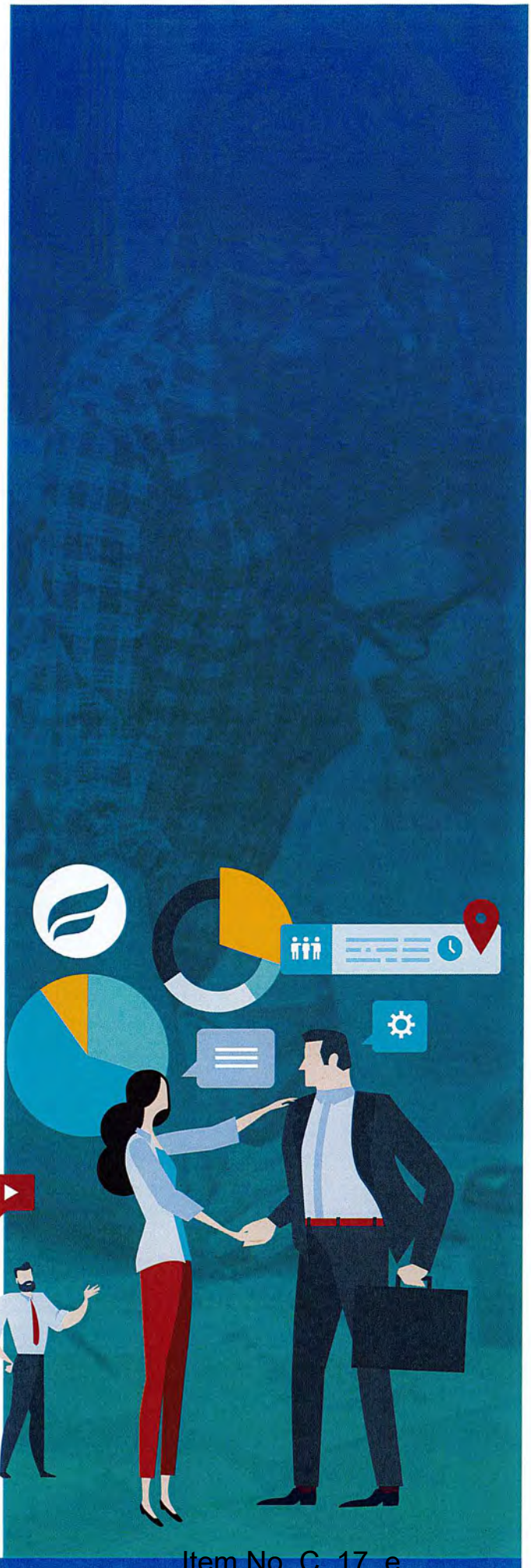
By signing below, I agree to the fees proposed in this document, and indicate my intent to engage FloresHR to provide the quoted services. I understand that I will receive a separate service agreement which shall be binding (if applicable to my service selections) or other detail of services provided prior to beginning service with FloresHR.

**City of Melbourne**

SIGNATURE

Signee JENNI LAMB, CITY MANAGER

Not yet accepted



# City of Melbourne

## FLORESHR ADMINISTRATIVE SERVICES MASTER SERVICES AGREEMENT

# ADMINISTRATIVE SERVICES MASTER SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** ("Services Agreement" or "Agreement") is made between City of Melbourne (the "Employer") and FloresHR, LLC ("FloresHR"), to be effective as set forth herein.

**Terms and Conditions**

The Employer and FloresHR agree as follows:

**SECTION 1: DEFINITIONS**

The following defined terms are capitalized throughout this Agreement.

"Affiliate" means a business entity now or hereafter controlled by, controlling or under common control with a Party (as contemplated by Internal Revenue Code Section 1563).

"Agreement" means this Agreement, the Contract Information Appendix, the Cafeteria Plan Services Schedule, the Benefit Plans Services Schedule, the COBRA Services Schedule, and any other Services Schedule that is specifically incorporated into and made a part of this Agreement by mutual agreement of the Parties.

"Business Day" means Monday through Friday, excluding days that are recognized by the Federal government as holidays. In addition, Business Day does not include days for which FloresHR has scheduled special events, as published on the website.

"Confidential Information" means any of the following:

- Any information relating to a Party's business, including but not limited to the Party's proposed products and services and current and past financial information;
- With respect to Employer, information relating to the Employer's employee benefit plans, employees, former employees and their dependents;
- Any information marked confidential, restricted or proprietary; and
- This Agreement.

Confidential Information does not include information independently known by the receiving party at the time of disclosure by the furnishing party:

- Information which is independently developed by the receiving Party without any knowledge of the Confidential Information received from the disclosing Party;
- Information which is or becomes generally available to the public without the wrongful act or breach of this Agreement;
- Information which is received by the receiving Party from a third party on a non-confidential basis;
- "Protected Health Information" as defined by 45 CFR 160.103, which is subject to the terms of a separate Business Associate Agreement between the parties.

"Damages" means all losses, expenses, damages, costs and liabilities, including but not limited to reasonable attorneys' fees and expenses incurred with respect to claims made against a Party except as otherwise specifically limited herein.

"Initial Term" means the period beginning on the effective date and ending on the date identified in the Contract Information Appendix.

"Intellectual Property" means any patents, inventions, invention disclosures, trade secrets, know-how, formulae and processes, software programs (except for programs purchased off the shelf), proprietary data and databases, copyrights and all other similar items of intellectual property, whether registered or unregistered. "Intellectual Property" also includes all right, title and interest in and to any United States or foreign trademarks, service marks and trade names, including any registration or application for registration of any trademarks and service marks in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States or in any foreign country, as well as any unregistered marks, and any trade dress (including logos, designs, company names, business names, fictitious names and other business identifiers) in the United States or any foreign country.

"Party" means Employer or FloresHR. Collectively, Employer and FloresHR will be referred to as "Parties".

"Renewal Term" means any period during which this Agreement is in effect after the Initial Term has expired. The duration of Renewal Terms will be identified in the Contract Information Appendix.

"Representative" means an employee, officer, director, or agent of a Party.

"Service Data" means all information and data that is provided to FloresHR, FloresHR's Representatives, and or FloresHR's Subcontractors by the Employer, the Employer's Representatives, the Employer's Subcontractors or other third parties.

"Services" means the specific services together with any materials, supplies, tangible items or other goods that the Parties agree to herein that FloresHR will provide or make available to Employer.

"Services Schedule" means a Schedule that expressly describes the Services agreed to by the Parties.

"Subcontractor" means an authorized third party to whom a Party has delegated any portion of its obligations set forth herein.

"Taxes" means any assessment, surcharge or fee imposed by a governmental agency on an employee benefit plan sponsored by Employer or on FloresHR solely in connection with the Services. It does not include amounts imposed by a governmental agency on the gross income of a Party.

"Term" means the period during which this Agreement is effective.

**SECTION 2: TERM AND TERMINATION OF THE AGREEMENT**

A. **Term:** This Agreement is initially effective on the effective date identified in the Contract Information Appendix and will continue through the end of the Initial Term unless terminated as set forth herein. This Agreement will renew automatically for subsequent Renewal Terms unless terminated as set forth herein.

B. **Termination for Convenience:** Except as otherwise expressly set forth herein, either Party may terminate this Agreement or any Services Schedule during the Initial or Renewal Term by providing written notice of such termination no less than ninety (90) days prior to the termination effective date.

C. **Termination for Cause:** A Party ("Terminating Party") may terminate all or any portion of this Agreement immediately by providing written notice of termination to the other Party ("Non-Terminating Party") upon the occurrence of any of the following events:
    i. *Failure to pay fees or fund:* The Employer fails to pay the applicable fees and/or make funds available in accordance with this Agreement.
    ii. *Material Breach:* The Non-Terminating Party fails to cure a material breach (to the extent curable), other than with respect to an event described in C.(i), within thirty (30) calendar days after receiving written notice of such breach from the Terminating Party.
    iii. *Bankruptcy and Insolvency:* The Non-Terminating Party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of its creditors.

iv. *Fraud:* The Non-Terminating Party commits fraud or makes an intentional misrepresentation in connection with this Agreement.

v. *Other events:* Any event described in a Services Schedule that expressly gives a Party right to terminate the Agreement.

D. **Survival:** The provisions of this Agreement will continue to apply following the termination of this Agreement to any rights and obligations that expressly extend beyond the term of this Agreement, to any claims that arose prior to the termination date, or to the extent necessary to interpret the rights and obligations of the Parties in connection with the termination of this Agreement.

**SECTION 3: RELATIONSHIP AND RESPONSIBILITIES OF THE PARTIES**

The following terms and conditions apply to the Parties regardless of the specific Services chosen by the Employer.

A. **Relationship of the Parties:**

i. *FloresHR is an Independent Contractor.* The Parties acknowledge that FloresHR provides services as an independent contractor and that neither Party has any power, right or authority to bind the other or to assume or create any obligation or responsibility on behalf of the other except as otherwise expressly set forth herein.

ii. *FloresHR does not provide tax or legal advice.* Employer acknowledges that FloresHR is not an accounting or law firm. No acts or omissions of FloresHR related to the Services, and no written or oral communications made by FloresHR to the Employer while providing Services, are or should be construed by the Employer as tax or legal advice from FloresHR.

B. **Services:**

i. *Scope of Services:* The specific Services are set forth in the Services Schedule(s). Each Services Schedule may have a different effective date.

ii. *Right to use Subcontractors:* FloresHR may delegate any of its obligations hereunder to one or more Subcontractors. FloresHR remains responsible for the acts and omissions of each Subcontractor in accordance with the terms of this Agreement.

iii. *Standard of Care:* Both Parties agree to carry out all of their respective obligations and duties in a manner consistent with that degree of care and skill ordinarily exercised by similarly situated individuals or entities with the same or substantially similar obligations and duties.

iv. *Compliance with laws:* Both Parties will carry out their respective duties and obligations in compliance with all laws, rules, regulations and other legal requirements applicable to that Party.

v. *Online Services:* If FloresHR provides online services to the Employer, FloresHR will provide a non-exclusive, nontransferable right to access the online services subject to any end user agreement ("End User Agreement") required by FloresHR or its Subcontractors. The End User Agreement, which may be amended by FloresHR or its subcontractors from time to time, must be acknowledged and agreed to online by each authorized user before his or her use of the online services. FloresHR may make the online services temporarily unavailable for routine maintenance and for purposes of remedying any technical failures or security breaches. FloresHR or its Subcontractors will provide a commercially reasonable, industry-standard level of security and encryption with respect to the Online Services. Nevertheless, the Employer acknowledges that the use of online services by the Employer involves transmission of information over components of the Internet. FloresHR makes no representation or warranty that the online services, or information downloaded by the Employer or authorized users, are virus-free.

vi. *Suspension of Services:* If Employer fails to satisfy its financial obligations set forth herein, FloresHR may, at its option, immediately suspend Services until such time as the Employer has satisfied those obligations. This suspension right is in addition to and not in lieu of any right to terminate the Agreement that is set forth herein.

**SECTION 4: FEES AND TAXES**

A. **Fees:** The amount of the fees for Services and the due date for paying such fees are set forth in this Agreement and/or the Contract Information Appendix incorporated into this Agreement by reference.

B. **Changes in Fees:** Fees for the Services will remain effective for the duration of a term except in the following situations:
   i. As otherwise agreed to by the Parties;
   ii. If Employer requests changes in the scope of Services; or
   iii. If there is a change in law that requires FloresHR to modify the Services or the manner in which it provides the Services.

   FloresHR will notify Employer of any fee changes ninety (90) days prior to the effective date of the fee change.

C. **Taxes:** The Employer agrees to reimburse FloresHR for any Taxes that are assessed against FloresHR solely because FloresHR provides Services.

**SECTION 5: RECORDS AND INFORMATION**

A. **Records:** Both Parties will retain records and supporting documentation sufficient to document its performance of the Services under this Agreement in accordance with laws and such records will be retained in a readily accessible format for at least seven (7) years from the date such record or documentation is created.

B. **Service Data:** The Services Schedules identify the Service Data that must be provided to FloresHR for FloresHR to satisfy its obligations hereunder. The Employer understands and agrees that FloresHR relies on the accuracy and completeness of Service Data and that FloresHR has no duty or responsibility to verify the accuracy of Service Data. If errors in the Service Data are identified, the Parties agree to reasonably cooperate with one another to correct the errors. Notwithstanding anything to the contrary herein, FloresHR may charge an additional fee to correct erroneous Service Data.

C. **Use and Disclosure of Confidential Information:**
   i. The receiving Party will keep the other Party's Confidential Information confidential and will not use the other Party's Confidential Information or disclose the other Party's Confidential Information to any person or entity, except in connection with the Services or otherwise as expressly provided by this Agreement. Without limiting the generality of the foregoing, the receiving Party will not, without the prior written consent of the disclosing party:
      a. Use any portion of the Confidential Information for any purpose other than as necessary to carry out its obligations under this Agreement;
      b. Disclose any portion of the Confidential Information to any persons or entities other than the receiving Party's Representatives who reasonably need to have access to the Confidential Information as set forth herein;
      c. Disclose any Confidential Information to any of the receiving Party's Subcontractors or other third parties unless the Subcontractors or third parties have agreed to the same restrictions and conditions set forth herein, and then only as otherwise permitted herein.

ii. The receiving Party will safeguard the other Party's Confidential Information using a reasonable degree of care, but not less than the degree of care used by the receiving Party to safeguard its own Confidential Information.

iii. If the receiving Party is required to disclose the other Party's Confidential Information by court order or other legal or administrative process, the receiving Party will immediately notify the other Party and cooperate with the other Party in any effort it may make to obtain a protective order or otherwise contest such disclosure.

iv. Upon termination of this Agreement the receiving Party may retain one copy of the other Party's Confidential Information solely as it deems reasonably necessary for determining its rights and obligations under this Agreement or as required by law.

v. Notwithstanding anything to the contrary herein, FloresHR may reference the Employer in marketing material as a client of FloresHR.

D. **Protected Health Information:** In the event that the Parties use and/or disclose Protected Health Information in connection with this Agreement, the Parties' rights and obligations with respect to Protected Health Information will be set forth in the Business Associate Agreement between the Parties.

**SECTION 6: INTELLECTUAL PROPERTY**

A. **Ownership:** Each Party will retain the rights in and/or title to its respective Intellectual Property. Nothing contained herein will be construed as granting a Party any right, title, or interest in or to any other Party's Intellectual Property except as otherwise set forth herein.

B. **Right to Use:** No Party will acquire a right to use, and will not use the other Party's Intellectual Property without the other Party's prior written consent in any advertising, publicity, public announcement, press release or promotion, or in any other manner except as specifically set forth herein.

**SECTION 7: REPRESENTATION AND WARRANTIES**

A. **Mutual Representations and Warranties:**

i. *Delivery and Performance of Agreement:* Each party warrants and represents that its execution, delivery and performance of this Agreement:

a. have been authorized by all necessary corporate action,

b. do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject, and

c. are not subject to the consent or approval of any third party.

ii. *Pending, threatening or actual litigation:* Each Party warrants and represents that it is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder.

B. **FloresHR's Warranties and Representations:**

i. *Conforming to specifications:* FloresHR represents and warrants that the Services will reasonably conform to the specifications expressly agreed to herein.

ii. *Limitation on warranties:* EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, FLORESHR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND, TO THE FULL EXTENT PERMITTED BY LAW, DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**SECTION 8: LIABILITY AND INDEMNIFICATION**

A. **Indemnification Obligations:**

i. *Employer's Indemnification Obligations:* The Employer agrees to indemnify, defend and hold FloresHR harmless from and against Damages arising from third party claims directly related to the following: the Services, except to the extent the Damages are the direct result of a material breach of this Agreement by FloresHR or FloresHR's Representatives, or the negligent or grossly negligent acts or omissions of FloresHR or FloresHR's Subcontractors.

ii. *FloresHR's Indemnification Obligation:* FloresHR will indemnify, defend and hold Employer harmless from and against Damages arising from third party claims against Employer directly related to the following: (i) a material breach of this Agreement by FloresHR or FloresHR's Representatives (including but not limited to the standard of care), (ii) the negligent or grossly negligent acts or omissions of FloresHR's Subcontractors.

iii. *Indemnification Procedures:* If any civil, criminal, administrative or investigative action or proceeding (each, a "Claim") is commenced against any Party entitled to indemnifications hereunder (an "Indemnified Party"), notice thereof will be given to the party that is obligated to provide indemnification (the "Indemnifying Party") as promptly as practicable but in any event within thirty (30) days. At the discretion of the Indemnifying Party, the Indemnifying Party may take control of the defense and investigation of such Claim and employ and engage attorneys of its choice to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party will cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom. No settlement of a Claim that involves a remedy other than the payment of money by the Indemnifying Party will be entered into without the consent of the Indemnified Party.

B. **Limitation of Liability:**

i. *Special damages:* Neither Party will be liable hereunder for any of the following types of Damages: special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages.

ii. *Acts of prior service providers:* The Parties agree that FloresHR is not liable for the acts or omissions of a prior service provider.

iii. *Acts of God:* Neither Party will be liable for and will be excused from any failure or delay in satisfying its obligations set forth herein if such failure or delay is caused by circumstances beyond its control, including but not limited to any natural disaster (such as earthquakes, hurricanes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment not due directly to the negligence of the Party maintaining the equipment, or the act, omission, negligence or fault of the other Party and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means. Notwithstanding anything to the contrary herein, FloresHR shall not be obligated to continue services if Employer is unable to satisfy any payment obligations hereunder, regardless of the reason.

iv. *Dollar limitation:* In no event will FloresHR's liability under this Agreement exceed an amount that is equal to the monthly fees paid by the Employer at the time the claim (or that was last in effect in the event the claim is made after the agreement is terminated) is asserted multiplied by 12.

v. *Statute of Limitations:* The Parties agree that no legal action may be brought by a Party ("Plaintiff") against the other Party ("Defendant") (i) more than two (2) years after the date the claim giving rise to such action became known by the Plaintiff or, exercising reasonable diligence, should have been known by the Plaintiff or (ii) after the date the otherwise applicable statute of limitations ends, if earlier.

C. **Dispute Resolution:** If any Dispute arises out of this Agreement, the Parties agree to discuss in good faith the possible utilization of alternative Dispute Resolution Procedures, including, but not limited to, non binding mediation. To initiate mediation, a Party must give notice in writing (the "**Mediation Notice**") to the other Party in accordance with **this section**.

i. *Mediation.* In the event of any dispute arising out of or relating to the engagement of FloresHR hereunder, the Parties agree first to try in good faith to settle the dispute voluntarily with the aid of an impartial mediator who will attempt to facilitate negotiations. A dispute will be submitted to mediation by written notice to the other Party. The mediator will be selected by agreement by the Parties. If the Parties cannot agree on a mediator, a mediator will be designated by the American Arbitration Association at the request of a Party. The mediation will be treated as a settlement discussion and therefore will be confidential. Any applicable statute of limitations will be tolled during the pendency of the mediation. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

ii. *Arbitration.* If the dispute has not been resolved within sixty (60) days after the written notice beginning the mediation process (or a longer period, if the Parties agree to extend the mediation), the mediation will terminate, and the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, except for claims for injunctive relief, as described below. The arbitration will take place in Charlotte, North Carolina. Within thirty (30) days of the commencement of the arbitration, the Parties will designate in writing a single neutral and independent arbitrator. If the Parties cannot reach agreement, then each Party will designate a single arbitrator. The two arbitrators designated by the Parties will then select a third arbitrator. The arbitrator(s) will have a sufficient background in either employee benefits, actuarial science, or law to reasonably prepare them to decide a dispute. The arbitration will be conducted in accordance with the rules and procedures of the American Arbitration Association and the terms of this Agreement. The arbitrators will have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery will be conducted consistent with the Federal Rules of Civil Procedure. The Parties specifically agree that the arbitrator will allow both Parties to bring any valid claim and cause of action including but not limited to those arising under either ERISA or state law (e.g., breach of contract) and the Parties may seek monetary damages as part or all of their requested relief. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorneys' fees, to the prevailing Party, but the arbitrators will have no power or authority to award punitive, exemplary or other damages inconsistent with the terms of this Agreement. Any award made may be confirmed in an appropriate court of law accordance with this Agreement. Any arbitration will be confidential, and, except as required by law, neither Party may disclose the content or results of any arbitration hereunder without the prior written consent of the other Parties, except that disclosure is permitted to a Party's auditors and legal advisers. The arbitrator of any dispute or claim brought under or in connection with the Agreement shall not have the power to award injunctive relief; injunctive relief may be sought solely in an appropriate court of law in accordance with this Agreement.

**SECTION 9: MISCELLANEOUS**

A. **Waivers:** No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under this Agreement will operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.

B. **Severability:** If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby.

C. **Amendments:** Except as otherwise specifically set forth herein, no amendments of any provision of this Agreement will be valid unless made by an instrument in writing signed by both Parties specifically referencing this Agreement.

D. **Agreement:** This Agreement reflects the final, full, and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.

E. **Execution of Agreement:** This Agreement may be executed by the Parties in one or more counterparts.

F. **Opportunity to Review:** Notwithstanding the general rules of construction, both Parties acknowledge each was given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

G. **Governing Law:** This Agreement will be governed by and interpreted in accordance with the applicable laws of North Carolina without regard to any of its conflict of law principles and shall be subject to the exclusive jurisdiction of the courts in North Carolina.

H. **Notices:**
    i. All notices or other communications required to be furnished by one Party to the other Party under this Agreement will be given to the Parties in writing to the addresses identified in the Contract Information Appendix or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:
        a. By first class, registered or certified United States mail, return receipt requested and postage prepaid;
        b. Overnight express courier;
        c. By hand delivery to such addresses; or
        d. Electronic mail with return receipt.
    ii. Such notices will be deemed to have been duly furnished to the other Party:
        a. Five (5) Business Days after the date of mailing as described above,
        b. One (1) Business Day after being received by an express courier during business hours, or
        c. The same day if by hand delivery or by email.

I. **Approval and Consent:** Wherever this Agreement requires either Party's approval or consent such approval or consent will not be unreasonably withheld or delayed.

J. **Third Party Beneficiaries:** Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein will be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the Parties hereto.

# FLORESHR SERVICES AGREEMENT
# CONTRACT INFORMATION APPENDIX

| | |
|---|---|
| **MSA Effective Date** | April 1, 2026 |
| **Service Term** | 4/1/26-3/31/29 |
| **Initial Term** | 4/1/26-3/31/27 |
| **Duration of Renewal Terms** | 3 year |
| **Amendment Effective Date** | |
| **Amendment 1** | |
| **Amendment 2** | |
| **Amendment 3** | |
| **Notices to FloresHR** | 90-day termination notice |
| **Notices to Employer** | 90-day price change notice in advance of renewal |
| **Address for Notice to FloresHR** | Address: 2013 W Morehead St. Suite B, Charlotte, North Carolina 28208<br>Phone: (704 Address |
| **Address for Notice to Employer** | Address: Phone<br><br>Phone: |

| LINE OF SERVICE | FEE AMOUNT | MINIMUM MONTHLY FEE | EFFECTIVE DATE | TERM | DEBIT CARD |
|---|---|---|---|---|---|
| **FSA Administration**<br>(Per Participant Per Month) Includes HCFSA, LFSA and DCFSA. Debit card for HCFSA and LFSA only. A 5% prefund of debit card annual balances is required. | $3.95 | $110 | 1/1/2026 | 1 Year | Yes - HCFSA and LFSA |
| **HSA Administration**<br>(Per Participant Per Month) Includes debit card. | $2.50 | $110 | 1/1/2026 | 1 Year | Yes |
| **Retiree and Leave of Absence Direct Billing**<br>(Per Participant Per Month) | $4.50 | $50 | 1/1/2026 | 1 Year | N/A |
| Wire Transfers: $15 per wire (ACH and debit options available at no cost) | | | | | |

# SIGNATURE PAGE

By my signature below, I warrant and represent that I am authorized to bind the respective Party to this Agreement.

**Employer**

By: Name

Title: Title

SIGNATURE
Signee 1

Signature:

Date: Not yet accepted

**FloresHR Company**

By: Christine Murphy

Title: Chief Financial Officer

Signature:

Date: Not yet accepted

## FLORESHR SERVICES AGREEMENT

# BENEFIT PLANS SERVICES SCHEDULE

The Employer has established one or more of the following reimbursement arrangements ("Benefit Plans") for purposes of providing reimbursement of certain eligible expenses incurred by Covered Individuals:

- A Code Section 105 Health Flexible Spending Arrangement ("Health FSAs") (Limited and/or General Purpose FSA);
- A Code Section 129 Dependent Care Flexible Spending Arrangement ("Dependent Care FSAs");
- A Code Section 105 Health Reimbursement Arrangements ("HRA") as described in IRS Notice 2002-45;
- A Code Section 132 Transportation Expense Reimbursement Arrangement ("Transit");
- A Lifestyle Spending Account arrangement; and/or
- A Section 137 Adoption Assistance Plan.

Employer has requested that FloresHR provide certain reimbursement account claims administration services ("Services") with respect to one or more of the Benefit Plans identified above. The rights and obligations with respect to the Services that FloresHR makes available are described in this Services Schedule. Fees for the Services are set forth in the Contract Information Appendix incorporated into and made a part of this Agreement. FloresHR is only obligated to provide the Services for which the Employer has agreed to pay the corresponding fee as set forth in the Contract Information Appendix. This Services Schedule is effective on the same date as the Agreement except as otherwise noted in the Contract Information Appendix.

A. Employer is solely responsible for the operation and maintenance of the Benefit Plans and it is Employer's sole responsibility and duty to ensure that each Benefit Plan administered by FloresHR complies with the applicable laws and regulations. FloresHR will provide the Services described herein in accordance with the Standard of Care set forth in the Agreement.

B. FloresHR will provide Employer with access to a website maintained by FloresHR or its Subcontractor to assist Employer with oversight and management of the Benefit Plans ("Online Services").

C. FloresHR will make available sample documents and forms for review to Employer. Employer understands and acknowledges that FloresHR does not provide tax or legal advice and that Employer is responsible for reviewing the sample documents and forms with its legal counsel, if adopted by the Employer, to ensure the Benefit Plans will comply with applicable law to extent administered consistent with the sample documents and forms.

D. FloresHR will make its standard reports available to Employer through the Online Services.

E. Employer will provide, or will cause a third party to provide, FloresHR with the information requested by FloresHR regarding covered individuals and the Benefit Plans as necessary for FloresHR to satisfy its obligations hereunder and to comply with laws applicable to FloresHR. The information will be provided in a manner and format required by FloresHR.

F. FloresHR will process requests for reimbursement from covered individuals that are submitted in the form and manner required by FloresHR. FloresHR will review and process all properly submitted requests in accordance with its reasonable interpretation of applicable law, the sample documents and forms, and its customary claims processing guidelines ("Standard Claims Processing"). If FloresHR determines that a letter of medical necessity is necessary to substantiate an expense, Employer agrees that FloresHR may rely on the letter of medical necessity without further analysis. FloresHR will approve reimbursement requests that FloresHR reasonably believes qualify as an eligible expense. If FloresHR denies a request for reimbursement, FloresHR will notify the covered individual of the denial in accordance with applicable law and its Standard Claims Processing. FloresHR will review the 1st level appeal only if the Plan provides for 2 levels of appeal. Employer is responsible for processing the final level of appeal; however, FloresHR will assist Employer with its obligations to make a determination on the final level appeal. If a request for reimbursement is approved by FloresHR, FloresHR will disburse benefits as soon as reasonably possible provided that Employer has satisfied its funding obligations hereunder.

   i. Deviations from FloresHR's Standard Claims Processing: FloresHR may, in its discretion, deviate from its Standard Claims Processing (or those otherwise expressly agreed to in this Agreement), including but not limited to FloresHR's substantiation procedures, in accordance with Employer's written instructions (as defined herein). In addition to any other obligations of Employer set forth herein, Employer agrees to indemnify, defend and hold FloresHR harmless from any and all Damages that may arise solely because FloresHR has agreed to and does, in fact, process claims in accordance with the Employer's written instructions. Notwithstanding anything to the contrary herein, Employer may provide written instructions by email of an authorized representative to Employer's FloresHR contact and FloresHR may agree to such instructions by reply email from an authorized representative of FloresHR.

   ii. FloresHR will make reimbursements directly to the covered employee or retiree (as applicable) through its standard reimbursement options. Some reimbursement options may generate additional fees as set forth in the Contract Information Appendix.

G. At Employer's request, FloresHR's designated card service provider will make an electronic payment card ("Card") available to covered individuals for one or more of the Benefit Plans (in FloresHR's discretion). Employer understands and acknowledges that the availability of the Card as part of the Services may be conditioned on Employer's agreement on terms with the third-party Card provider/issuer. Use of the Card by covered individuals will be subject to the requirements of the cardholder agreement provided with the card and applicable law. Employer understands and acknowledges that additional and/or replacement cards may be subject to an additional fee.

H. Employer will make sufficient funds available to pay benefits under the Benefit Plans. Employer agrees and acknowledges that all funds made available in accordance with this Agreement consist only of Employer's general assets and do not include any participant contributions or other funds that could be construed as "plan assets" as contemplated by ERISA (to the extent ERISA applies). Employer will make funds available in an account of the Employer's choosing ("Funding Account"). FloresHR will periodically notify employer in writing regarding the amount needed for reimbursement of claims deemed payable by FloresHR ("Claims Payment") and Employer will make such funds available in the Funding Account within one (1) business day of receiving notice. Employer agrees to give FloresHR ACH authority over the Funding Account so that FloresHR can initiate a transfer from the Funding Account to the custodial account maintained by FloresHR for the benefit of its clients. FloresHR also reserves the right to require Employer to contribute in advance an amount equal to a percentage of the expected claims payable for the Plan Year ("Maintenance Deposit"). If such Maintenance Deposit is required, Employer will make such funds available in the Funding Account within (1) business day of receiving written notice from FloresHR after which FloresHR will initiate a transfer of such amount from the Funding Account to the Custodial Account. Employer will make funds available in the Funding Account from time to time within one (1) day of receiving written notice from FloresHR that the Maintenance Deposit needs to be replenished. Employer understands that additional charges may apply for wire transfers.

   Employer understands that failure to satisfy its funding obligations herein is a material breach of this Agreement that may result in immediate termination of the Agreement or this Schedule. Following termination of this Agreement (and if there is a Run Out Period, then the end of the Run Out Period), FloresHR will return any funds in the Custodial Account to the Employer as soon as reasonably possible, taking into consideration any payments made during the Run Out Period that have not yet cleared.

I. Except as instructed otherwise in writing by the Employer, FloresHR will make reasonable attempts to collect repayment of overpaid or unsubstantiated Card claims consistent with its interpretation of applicable IRS rules and its standard operating procedures. Employer understands and agrees that FloresHR is not liable for any overpayments or underpayments of claims processed by FloresHR in a manner consistent with the applicable standard of care set forth in the Agreement.

J. Upon request by Employer and payment of additional fees, FloresHR will assist Employer with preparing the applicable Department of Labor's Form 5500 for the Benefit Plans consistent with the software utilized by FloresHR and FloresHR's reasonable interpretation of applicable law.

K. Upon request by Employer and payment of additional fees, FloresHR will conduct the nondiscrimination testing otherwise required by Code Sections 105 and 129 (as applicable) in accordance with the software utilized by FloresHR and FloresHR's reasonable interpretation of the nondiscrimination testing requirements under the applicable Code Sections.

L. If FloresHR administers Employer's Transit and Parking Plan, Employer understands and acknowledges that FloresHR will assume that cash reimbursement of transit passes is not permitted by the applicable IRS rules and regulations and will only make transit passes or vouchers that may be used in exchange for transit passes available to employees, consistent with applicable IRS rules and regulations.

M. FloresHR will process uncashed reimbursement checks in accordance with its standard policies and procedures. FloresHR is not responsible for complying with any applicable state unclaimed property or escheat laws with respect to uncashed reimbursement checks. Nevertheless, FloresHR will reasonably assist Employer with satisfaction of its obligations under such laws.

N. If the Agreement or this Schedule is terminated by either party for any reason other than Employer's failure to pay claims or fund reimbursements, FloresHR will, at Employer's request, continue to process claims incurred prior to the termination date for up to an additional three (3) months ("Run Out Period"). The terms and conditions of this Agreement, including this Schedule, continue to apply during the Run Out Period, except that Cards will be turned off as of the termination effective date.

## SIGNATURE - BENEFIT PLANS SERVICES SCHEDULE

By my signature below, I warrant and represent that I am authorized to bind the respective Party to this Services Schedule.

**Employer**

By: Name

Title: Title

SIGNATURE
Signee 1

Signature:

Date: Not yet accepted

**FloresHR Company**

By: Christine Murphy

Title: Chief Financial Officer

Signature:

Date: Not yet accepted

## FLORESHR SERVICES AGREEMENT

# COBRA SERVICES SCHEDULE

The Employer has independently concluded that one or more of its Benefit Plans that provide health care ("Health Plans") are subject to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as subsequently amended.

Employer has requested that FloresHR provide certain COBRA administration services ("Services"). The Services that may be provided by FloresHR are described in this Services Schedule and the fees for such Services are identified in the Contract Information Appendix included in the FloresHR Administrative Services Agreement. FloresHR is only obligated to provide the Services identified in the Contract Information Appendix and for which the applicable fee, as set forth in the Contract Information Appendix, is paid.

This Services Schedule is incorporated into and made a part of the FloresHR Administrative Services Agreement (the "Agreement"). This Services Schedule is effective on the same date as the Agreement except as otherwise noted in the Contract Information Appendix. The responsibilities of the parties set forth in this Services Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Services Schedule and the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

A. FloresHR will distribute its standard General COBRA Notice by first class mail or other permitted distribution method to the last known address of each covered employee and, when required by applicable law, the covered spouse or the covered dependent as soon as reasonably possible but no later than fourteen (14) calendar days after receiving the information necessary to complete and send a General Notice from the Employer. FloresHR has no obligation to resend any General COBRA Notices returned undeliverable.

B. FloresHR will distribute its standard Qualifying Event Election Notice by first class mail or other permitted distribution method to the last known address of the Qualified Beneficiary as soon as reasonably possible but no later than fourteen (14) calendar days after receiving the information necessary to complete the Election Notice from the Employer, or where applicable, from the Qualified Beneficiary. FloresHR has no obligation to resend any Election Forms returned undeliverable.

C. If FloresHR receives notice from a Qualified Beneficiary that a qualifying event has occurred or a Qualified Beneficiary has been determined to be disabled by the Social Security Administration, and such Qualified Beneficiary is not eligible for COBRA for any reason, FloresHR will send a notice of unavailability by first class mail as soon as reasonably possible but no later than fourteen (14) calendar days after receiving notice from such Qualified Beneficiary.

D. FloresHR will process the Election Forms submitted by Qualified Beneficiaries in accordance with applicable law and the Employer's instructions. Employer is responsible for providing all information not otherwise required to be provided by the Qualified Beneficiary that FloresHR reasonably believes is necessary to process election forms.

E. Upon request by the Employer and subject to an additional fee, FloresHR will send an annual enrollment form to last known address of the active COBRA participant to the extent the Employer has provided the information necessary to complete and distribute the annual enrollment form. FloresHR will also process any requested mid-year changes in elections in accordance with the Employer's plan documentation and applicable law.

F. FloresHR will notify the Qualified Beneficiary of the COBRA premium and the applicable due dates, as determined by Employer and the applicable due dates.

G. FloresHR will collect premiums from Qualified Beneficiaries (or third parties on behalf of Qualified Beneficiaries where applicable). All premiums collected by FloresHR in accordance with this Services Schedule will be deposited into an account maintained by FloresHR. FloresHR will send to Employer all premiums collected in accordance with this Services Schedule, reduced by a 2% administration fee, when administratively possible. FloresHR will submit premiums to appropriate third parties upon written instruction from the Employer.

H. In the event FloresHR receives a late or otherwise errant payment for a COBRA premium, FloresHR will make reasonable attempts to send the check back to the payor. If, after reasonable attempts, FloresHR is unable to locate the payor or the check remains uncashed, the funds will be returned to the Employer. The Employer acknowledges that the Employer is responsible for ensuring that such uncashed checks are handled in accordance with applicable law, including but not limited to ERISA and/or state unclaimed property or escheat law. FloresHR is not responsible for complying with any applicable state unclaimed property or escheat laws with respect to uncashed checks. Nevertheless, FloresHR will reasonably assist Employer with satisfaction of its obligations under such laws.

I. FloresHR will send a notice by first class mail to the last known address of the Qualified Beneficiary indicating that COBRA coverage is terminating or has terminated. The notice of termination will be sent as soon as reasonably possible but no later than a reasonable amount of time after COBRA coverage has ended.

J. FloresHR will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of Qualified Beneficiaries. All responses will be based solely on the information provided by Employer and maintained by FloresHR in accordance with this Services Schedule.

K. FloresHR will provide access to its standard reporting, including the listing of qualified beneficiaries.

## SIGNATURE - COBRA SERVICES SCHEDULE

By my signature below, I warrant and represent that I am authorized to bind the respective Party to this Services Schedule.

**Employer**

By: Name

Title: Title

SIGNATURE
Signee 1

Signature:

Date: Not yet accepted

**FloresHR Company**

By: Christine Murphy

Title: Chief Financial Officer

Signature:

Date: Not yet accepted

## FLORESHR SERVICES AGREEMENT

# HEALTH SAVINGS ACCOUNT ADMINISTRATION SERVICES SCHEDULE

Employer has asked FloresHR to provide certain Health Savings Account ("HSA") administrative services ("HSA Services"). Those HSA Services, and the rights and obligations of each party with respect to those Services, are described herein.

This HSA Services Schedule is incorporated into and made a part of the FloresHR Administrative Services Agreement (the "Agreement"). The responsibilities of the parties set forth in this Services Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Services Schedule and the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement.

For purposes of the Agreement and the HSA Services Schedule, the following terms are defined as follows:

- "Covered Employee" means an employee of Employer who has established an HSA with the HSA Custodian.
- "Health Savings Account" or "HSA" shall have the same meaning as the "Health Savings Account" set forth in Code Section 223(d).
- "HSA Documents" means the documents that govern the rights and obligations of the Covered Employee, FloresHR and the HSA Custodian with regard to the HSA Custodial Services. This includes but is not limited to the Custodial Agreement entered into between the Covered Employee, FloresHR and the HSA Custodian as well as any documents incorporated into and made a part of the Custodial Agreement by reference. Employer acknowledges that it is not a party to the HSA Documents and that it has no rights under such documents.
- "HSA Custodial Services" means those services provided by FloresHR and the HSA Custodian to the Covered Employee pursuant to the HSA Documents.
- "HSA Custodian" means the bank, financial institution or other authorized non-bank custodian with whom FloresHR has entered into an agreement to provide HSA Custodial Services as set forth herein.

This Services Schedule is effective on the same date as the Agreement except as otherwise noted in the Contract Information Appendix.

To the extent Employer chooses HSA Services, the Parties agree as follows:

A. The Employer agrees to pay the applicable fees for such HSA Services, as set forth in the schedule of fees in effect for the Employer. Employer understands and acknowledges that the HSA Services are due and payable by the Covered Employee in accordance with the Custodial Agreement; however, FloresHR agrees to accept payment for the fees identified in the schedule of fees for Employer on behalf of the Covered Employee. FloresHR may amend these fees effective at the beginning of any Subsequent Term with no less than sixty (60) days prior notice. Employer further understands that the Covered Employee may be subject to other fees and charges charged by the HSA Custodian as set forth in the Custodial Agreement.

B. FloresHR will provide Employer's eligible employees with access to HSA Custodial Services provided by FloresHR and the HSA Custodian. FloresHR warrants and represents to Employer that the HSA Custodian is a qualified HSA custodian or trustee as defined in Code Section 223. The HSA Custodial Services are described in more detail in the HSA Account Documents. Employer understands and acknowledges that neither FloresHR nor HSA Custodian are partners with one another, engaged in a joint venture with each other, or an agent or employee of the other and that neither party has the authority to make any representations or binding commitments on behalf of the other.

C. Employer shall use commercially reasonable efforts to market the HSA Custodial Services to its eligible employees, including but not limited to distributing materials (e.g. application and other HSA Account Documents) provided by FloresHR to eligible employees in accordance with FloresHR's reasonable instructions. Employer shall not modify or alter such materials without the prior written consent of FloresHR. Employer shall refer eligible employees to FloresHR for application and enrollment in HSAs through the online enrollment system established by FloresHR and/or through other methods made available by FloresHR. FloresHR has sole discretion to determine the methods made available to eligible employees to apply for an HSA. Employer further agrees to provide information to FloresHR that is reasonably necessary for FloresHR to offer HSA Custodial Services to eligible employees. Employer agrees to indemnify and hold FloresHR harmless for any inaccurate or incomplete data provided to FloresHR by Employer. To the extent that Employer provides information to FloresHR on behalf of the eligible employees, Employer warrants and represents that it will submit the information to FloresHR in the manner determined by FloresHR and Employer warrants and represents that all such information submitted by Employer on behalf of eligible employees has not been substantively altered by Employer.

D. Employer may not communicate the following to its employees or any other third party in any form or fashion:
    i. That FloresHR or the HSA Custodian provides services other than those set forth in the HSA Account Documents;
    ii. That FloresHR or the HSA Custodian is responsible for funding the HSAs;
    iii. That FloresHR or the HSA Custodian has any involvement with the High Deductible Health Plan ("HDHP") sponsored and maintained by Employer.

E. The HSA Custodian has sole discretion to approve an employee's application for an HSA with the HSA Custodian. Employer understands that the eligible employee is required to provide certain information to FloresHR and/or the HSA custodian in a format established by FloresHR or the HSA Custodian as necessary to establish the HSA in accordance with applicable law and HSA Custodian's internal policies and procedures. Employer will use commercially reasonable efforts to assist FloresHR with execution of any documents required to be executed by the employee to establish the HSA.

F. Neither FloresHR nor the HSA Custodian is under any obligation to confirm or verify that Covered Employees are eligible to establish HSAs in accordance with the requirements of Code Section 223.

G. Employer shall offer a qualifying HDHP, as defined in Code Section 223, during the term of this HSA Services Schedule. FloresHR is under no obligation to confirm or verify that such HDHP satisfies the requirements of Code Section 223. Nothing herein shall cause FloresHR to be responsible for benefit claims and eligibility determinations with respect to any HDHP sponsored by Employer.

H. Employer agrees to take all reasonable steps to avoid application of ERISA to the HSAs established in accordance with this Agreement. Employer understands and acknowledges that neither FloresHR nor the HSA Custodian is responsible for any aspect of ERISA's participation, vesting, funding, reporting, disclosure, fiduciary requirements or any other obligation that might apply to the extent that such HSAs are deemed to be subject to ERISA. FloresHR may terminate this Services Schedule without prior written notice and without penalty as of the date that it reasonably determines that such HSAs are subject to ERISA.

I. Employer will transfer contributions from Employer and/or salary or payroll deductions from Covered Employees to the Custodian. Neither FloresHR nor the HSA Custodian has any obligation to ensure that contributions to a Covered Employee's HSA do not exceed the maximum annual contribution limit set forth in Code Section 233 that is applicable to such Covered Employee. The HSA Custodian shall only be responsible for ensuring that the contributions for each Covered Employee do not exceed the maximum statutory amount that trustees or custodians are permitted to accept under Code Section 223, which is the statutory maximum annual deduction amount for family coverage, plus any applicable additional contributions defined in Code Section 223(b)(3) (without regard to the Covered Employee's applicable maximum annual statutory contribution amount). Employer understands and acknowledges that Employer shall not be entitled to a return of such contributions after such date that the contributions have been allocated to the Covered Employee's HSA in accordance with the internal policies and procedures of FloresHR and the HSA Custodian except as otherwise specifically authorized by applicable rules and regulations.

J. The Custodian will provide Covered Employees with reasonable access to HSA funds. Such access will include, at a minimum, the following methods of distribution:
    i. An electronic payment card ("Card") that the Covered Individuals can use at point of sale ("POS") terminals at approved merchants as set forth in the Cardholder Agreement and other related documents provided to Covered Employees, and
    ii. Direct reimbursement to the Covered Employee, or to the extent authorized by the Covered Employee, to the Covered Employee's personal checking or savings account designated by the Covered Employee.

    FloresHR will distribute funds in accordance with the instructions of the Covered Employees and the terms of the HSA Documents. Neither FloresHR nor the HSA Custodian has any obligation to confirm that HSA distributions are for qualified medical expenses.

K. FloresHR will provide online access to Covered Individuals to the following:
    i. HSA balances,
    ii. investment information,
    iii. forms required to establish and maintain the HSA (as determined by the Custodian and/or FloresHR), and
    iv. forms necessary to initiate distributions.

    Online access will be available 24 hours, 7 days a week except during routine maintenance and reasonably unforeseeable outages.

L. FloresHR or the Custodian may terminate or suspend any HSA in accordance with the terms of the HSA Documents.

M. Employer acknowledges that FloresHR or the HSA Custodian may, in its sole discretion, enhance or improve the HSA Services during the term of this Services Appendix. FloresHR will make available such product enhancements or improvements in reasonable proximity of FloresHR providing such enhancements or improvements to the marketplace generally. Employer acknowledges that the implementation of such improvements or enhancements may require additional fees.

N. With respect to HSA Custodial Services, Employer understands and acknowledges that neither FloresHR nor the HSA custodian is a "covered entity", "business associate" or "plan sponsor" as those terms are defined by the Health Insurance Portability and Accountability Act and the regulations issued thereunder. The fact that FloresHR may be a business associate with respect to other Services provided in accordance with the Agreement should not be construed to mean that FloresHR is a business associate for purposes of HSA Services. FloresHR expressly disclaims responsibility for duties imposed on covered entities and plan sponsors under HIPAA.

O. Neither FloresHR nor the Custodian is responsible for the funding of the HSA or funding reimbursement for any expenses attempted to be paid or reimbursed through the HSA. Moreover, FloresHR shall not under any circumstances be considered the insurer or underwriter of any liability to provide benefits under any employee benefit plan or the HSA.

P. To the extent permitted by applicable law, FloresHR's and the HSA Custodian's privacy policy, and HSA Account Documents, FloresHR will provide a monthly report to Employer summarizing the aggregate contributions made by Employer during the preceding month and the aggregate distributions from Covered Employees' accounts during the preceding month. Employer understands and acknowledges that FloresHR is not obligated to provide any information specific to a Covered Employee's HSA except to the extent authorized by the Covered Employee.

   Reports will be provided in a form and manner determined by FloresHR. Employer understands and agrees that such information is considered to be "Confidential Information" and will treat such information provided by FloresHR with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care. Upon termination of this Agreement or upon reasonable request, Employer shall promptly return to FloresHR all Confidential Information in its possession, subject to and in accordance with the terms and provisions of this Agreement. This section does not apply to information (i) that the other Party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either Party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

Q. One or more investment opportunities may be offered by the Custodian to Covered Employees in conjunction with the HSA ("HSA Investments"). The HSA Investments are made available to Covered Employees in accordance with the HSA Documents. Employer understands and acknowledges that such HSA Investments will be made available to a Covered Employee to the extent that such Covered Employee satisfies the eligibility criteria for making HSA Investments established by HSA Account Documents. Employer understands and acknowledges the following with respect to the HSA Investments offered to Covered Employees in accordance with this Services Appendix:

   i. Employer acknowledges that FloresHR has no responsibility with respect to the scope of investments offered as part of the HSA Investments. Neither FloresHR nor the HSA Custodian is under any obligation to substitute, replace and/or delete at Employer's or a Covered Employee's request any investments offered through the HSA as part of the HSA Investments.

   ii. The HSA Investments are "self-directed" products, i.e., the Covered Employee has sole discretion whether to invest in one or more of the HSA Investments. Neither FloresHR nor the HSA Custodian will provide any investment advice to the Covered Employee and neither have any obligation to the Covered Employee to review or monitor the Covered Employee's investment choices. Neither FloresHR nor HSA Custodian shall have liability or responsibility for the Covered Employee's investment decisions.

## SIGNATURE - HSA SERVICES SCHEDULE

By my signature below, I warrant and represent that I am authorized to bind the respective Party to this Services Schedule.

**Employer**

By: Name

Title: Title

SIGNATURE
Signee 1

Signature:

Date: Not yet accepted

**FloresHR Company**

By: Christine Murphy

Title: Chief Financial Officer

Signature:

Date: Not yet accepted

## FLORESHR SERVICES AGREEMENT

# CAFETERIA PLAN SERVICES SCHEDULE

The Employer has established an Internal Revenue Code Section 125 Cafeteria Plan for which Employer has asked FloresHR to provide administrative services ("Services"). Those Services are described in this Services Schedule. The responsibilities of the parties set forth in this Services Schedule are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Services Schedule and the Agreement with respect to the subject matter of this Schedule, the Schedule will control. In all other conflicts, the Agreement controls. Capitalized terms not otherwise defined herein are defined as set forth in the Agreement. This Services Schedule is effective on the same date as the Agreement except as otherwise noted in the Contract Information Appendix.

A. FloresHR will provide sample Code Section 125 plan documentation and forms for review by Employer and Employer's legal counsel.

B. FloresHR will maintain the employee census and salary reduction information provided to FloresHR by the Employer. All such information must be provided by the Employer in the manner and format agreed to by the Parties. Employer acknowledges that FloresHR is not responsible for determining eligibility and/or whether any requested election change is permissible.

C. FloresHR will prepare and provide to Employer its standard Cafeteria Plan report and forms.

D. Upon request and additional fee, FloresHR will conduct the nondiscrimination testing otherwise required under Code Section 125 in accordance with the software utilized by FloresHR and FloresHR's reasonable interpretation of the nondiscrimination testing requirements under Code Section 125.

## SIGNATURE - CAFETERIA PLAN SERVICES SCHEDULE

By my signature below, I warrant and represent that I am authorized to bind the respective Party to this Services Schedule.

**Employer**

By: Name

Title: Date

SIGNATURE
Signee 1

Signature:

Date: Not yet accepted

**FloresHR Company**

By: Christine Murphy

Title: Chief Financial Officer

Title: Chief Financial Officer

Signature:

Date: Not yet accepted

## FLORESHR, LLC

# BUSINESS ASSOCIATE AGREEMENT PROVISIONS

**WHEREAS,** pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) ("HIPAA"), the Office of the Secretary of the Department of Health and Human Services has issued regulations governing the Standards for Privacy and Security of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 ("Privacy Rule" and "Security Rule"); and

**WHEREAS,** the Privacy Rule provides, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and to allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract that the Business Associate will appropriately safeguard the Protected Health Information; and

**WHEREAS,** the Security Rule provides, among other things, that a Covered Entity may permit a business associate to create, receive, maintain, or transmit electronic PHI on the covered entity's behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract that the Business Associate will appropriately safeguard the Protected Health Information; and

**WHEREAS,** the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") and the regulations promulgated thereunder have amended HIPAA; and

**WHEREAS**, FloresHR, LLC ("Business Associate") and City of Melbourne ("Covered Entity") desire to determine the terms under which they shall comply with the Privacy Rule, Security Rule, HITECH Act, and other applicable federal and state laws;

**NOW THEREFORE**, Business Associate, Covered Entity and Plan Sponsor agree as follows:

**I. Definitions**

a. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use

b. Specific definitions:
   i. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean FloresHR, LLC.
   ii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean City of Melbourne.
   iii. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
   iv. Required By Law. "Required by Law" shall mean the standard set forth at 45 C.F.R. § 164.512(a).

**II. Obligations and Activities of Business Associate**

Business Associate agrees to:

a. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

b. Not use or disclose PHI in violation of 45 CFR §164.502(a)(5)(iii) with respect to reproductive health care (as that term is defined at 45 CFR §160.103) and that we shall comply with the attestation requirement set forth at 45 CFR §164.509 for permitted uses and disclosures of PHI potentially related to reproductive health care;

c. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

d. Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

e. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

f. Make available protected health information in a designated record set to the individual or the individual's designee as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

g. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

h. Maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

i. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

j. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

**III. Permitted Uses and Disclosures by Business Associate**

a. Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Administrative Agreement.

b. Business associate may use or disclose protected health information as required by law.

c. Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

d. Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

e. Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

f. Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

g. Business associate may provide data aggregation services relating to the health care operations of the covered entity.

**IV. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

a. Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

b. Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

c. Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

**V. Permissible Requests by Covered Entity**

a. Covered entity shall not request business associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by covered entity.

**VI. Term and Termination**

a. Term. The Term of this Agreement shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or, if it is infeasible to destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

**VII. Miscellaneous**

a. Indemnification by Covered Entity. Covered Entity agrees to indemnify, defend and hold harmless FloresHR, LLC ("Business Associate") and its employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party", against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Covered Entity's breach of this BAA. Accordingly, on demand, Covered Entity shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Covered Entity's breach hereunder. Covered Entity's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this BAA for any reason.

**SIGNATURE - BUSINESS ASSOCIATE AGREEMENT PROVISIONS**

By my signature below, I warrant and represent that I am authorized to bind the respective Party to these Business Associate Agreement Provisions.

**For Covered Entity (Employer)**

By: Name

Title: Title

SIGNATURE
Signee 1

Signature:

Date: Not yet accepted

**For Business Associate (FloresHR)**

By: Christine Murphy

Title: Chief Financial Officer

Signature:

Date: Not yet accepted

# 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 __3____ 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).*

15. **Scrutinized Companies or Other Entities.** Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, VENDOR certifies that it (a) if the contract is more than $100,000, has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that VENDOR has falsely certified facts under this sub-paragraph or if VENDOR is found to have been placed on the Scrutinized Companies or Other Entities Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat.

a. **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.

b. **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.

16. **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.

17. 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 their hand and seal.

**CITY**:

CITY OF MELBOURNE, a Florida municipal corporation

By:_____
Jenni Lamb
As City Manager

Date:_____

ATTEST:

_____
Kevin McKeown, City Clerk

**VENDOR**:

FloresHR LLC_____

By: _____
Name:
Christine Murphy/CFO

_____
As Authorized Agent

Date:_2/3/2026_____

Title of Attached Agreement: _____

# Melbourne City Council
# February 10, 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.17.f. |

**Subject:**
Contract award for security guard services for Downtown Melbourne.

**Background/Consideration:**
Since 2023, the City has utilized an existing Public Works & Utilities Department contract for security guard services for Downtown Melbourne and the municipal parking garage. The agreement provides a walking foot patrol focused on Downtown Melbourne, primarily along East New Haven Avenue from U.S. Highway 1 to McQuaid Street. Additional patrol coverage includes Campbell Park, Melbourne Court, and Holmes Park. The agreement also encompassed monitoring services for the municipal parking garage adjacent to City Hall.

The current vendor, Security Operations & Solutions, Inc. (SOS), had an annual contract that expired on October 31, 2025; however, SOS is contracted to provide security services through February 15, 2026 ensuring coverage during the transition period until the new vendor begins. In response, staff issued a Request for Proposals (RFP) on November 4, 2025, with the solicitation remaining open until December 16, 2025. The City received three (3) proposals. The selection committee convened on January 12, 2026. Based on the highest ranking score, the committee selected The Rohan Group, LLC, doing business as Signal of Central East Florida. The evaluation was based on qualifications and experience, project approach and management, resources and availability, as well as cost. Signal of Central East Florida also submitted the lowest bid.

The contract requires the vendor to conduct a walking foot patrol through Downtown Melbourne from Tuesday to Sunday, during the hours of 4 p.m. to either 8 p.m. or 9 p.m., depending on the day. Additionally, the vendor will provide security guard services at the municipal parking garage from Thursday to Sunday, during the hours of 8 p.m. or 9 p.m. to 1:30 a.m. or 3 a.m., depending on the day.

The contract is scheduled to begin on February 18, 2026, and will expire on February 17, 2027. It may be renewed annually for up to five (5) additional 12-month terms.

Security Guard Services support the CRA’s ongoing redevelopment plan under Community Policing, fostering a safe environment for commerce and the nighttime economy. This initiative benefits downtown merchants, employees, customers, and patrons alike.

The annual contract value is estimated at $55,762.72. With the five (5) additional 12-month extensions, the total contract value over the next six (6) years will amount to $334,576.32.

**Contract/Solicitation:**

This contract was solicited using proposal number RFP-P26001K-0-2026/KL. This contract expires on February 17, 2027, and will have five 12-month renewals available.

| SOLICITATION INFORMATION: | | | |
|---|---|---|---|
| Issue Date: | 11/4/2025 | # of Solicitations: | 46 |
| Legal Ad Date: | 11/4/2025 | Pre-Bid/Pre-Proposal Date: | 11/21/2025 |
| Open Date: | 12/16/2025 | # of Responses: | 3 |

**Fiscal/Budget Impact:**
Sufficient funding is available within the CRA budget - Other Contract Services (56100552-534000) to cover the annual amount.

**Requested Action:**
Approval of the contract award for security guard services for Downtown Melbourne, The Rohan Group, LLC, doing business as Signal of Central East Florida, Melbourne, FL - $55,762.72, and an estimated six-year contract cost of $334,576.32.

# Memorandum

**To:** Jenni Lamb, City Manager

**Thru:** Cindy Dittmer, AICP, Community Development Director

**From:** Robert McKinzie, Economic Development Manager

**Re:** Contract Award for Security Guard Services – Downtown Melbourne

**Date:** February 10, 2026

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This is a request for approval to award the contract to The Rohan Group LLC, doing business as Signal of Central East Florida, for the provision of security monitoring services in the core downtown area and the municipal parking garage.

## Background

This is a request for approval to award the contract to Signal of Central East Florida for the provision of security monitoring services in the core downtown area and the municipal parking garage.

Since 2023, the Melbourne Downtown CRA has utilized a contract under the existing Purchase Agreement for Services No. 07-023-0-2020/BB (Security Guard Services) with Public Works & Utilities. The amendments provided a walking foot patrol focused on Downtown Melbourne, primarily along E New Haven Avenue from U.S. Highway 1 to McQuaid Street. Additional patrol coverage includes Campbell Park, Melbourne Court, and Holmes Park. The amendment also encompassed monitoring services for the municipal parking garage adjacent to City Hall.

The current vendor, Security Operations & Solutions, Inc. (SOS), had an annual contract that expired on October 31, 2025. In response, staff issued a Request for Proposals (RFP) on November 4, 2025, with the solicitation remaining open until December 16, 2025. Three proposals were received. The selection committee convened on January 12, 2026, and selected, based on the highest score, The Rohan Group, LLC, doing business as Signal of Central East Florida. The evaluation was based on qualifications and experience, project approach and management, resources and availability, as well as cost. Signal of Central East Florida also submitted the lowest bid of the three.

The contract requires the vendor to conduct a walking foot patrol through Downtown Melbourne from Tuesday to Sunday, during the hours of 4:00 PM to either 8:00 PM or

9:00 PM, depending on the day. Additionally, the vendor will provide security guard services at the City Hall garage from Thursday to Sunday, during the hours of 8:00 or 9:00 PM to 1:30 or 3:00 AM, depending on the day.

The contract is scheduled to begin on February 18, 2026, and will expire on February 17, 2027. It may be renewed annually for up to five (5) additional twelve-month terms.

SOS is contracted to provide security services through February 15, 2026, ensuring coverage during the transition period until the new vendor begins

Security Guard Services support the CRA’s ongoing redevelopment plan under Community Policing, fostering a safe environment for commerce and the nighttime economy. This initiative benefits downtown merchants, employees, customers, and patrons alike.

The annual contract value is estimated at $55,762.72. With the five (5) twelve-month extensions, the total contract value over the next six years will amount to $334,576.32.

Sufficient funding is available within the CRA budget under the account 'Other Contract Services' (Account # 561-552-534000) to cover the annual amount.

## Recommendation

Approval for the contract award to The Rohan Group, LLC, doing business as Signal of Central East Florida, in the amount of $55,762.72.

Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7062 • Fax (321) 608-7070

# PURCHASE AGREEMENT FOR SERVICES
# SECURITY GUARD SERVICES – DOWNTOWN MELBOURNE – TERM CONTRACT

This **PURCHASE AGREEMENT FOR SERVICES – Security Guard Services** (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY,** and The Rohan Group LLC, a Florida Limited Liability Company DBA, Signal of Central East Florida, whose mailing address is 1600 Sarno Road, Unit 109, Melbourne, Florida 32935 hereinafter referred to as the **CONTRACTOR.**

| CITY PROCUREMENT CONTACT: | CITY DEPARTMENT CONTACT: | CONTRACTOR CONTACT: |
|---|---|---|
| **Procurement Division**<br>Kristina LaMarche, Senior Buyer<br>900 E. Strawbridge Ave<br>Melbourne, FL 32901<br>kristina.lamarche@mlbfl.org<br>P: 321-608-7064 | **Community Development**<br>Cynthia Dittmer,<br>Community Development Director<br>City of Melbourne<br>900 E. Strawbridge Ave<br>Melbourne, FL 32901<br>Cynthia.dittmer@mlbfl.org<br>P: 321-608-7500 | **The Rohan Group LLC DBA, Signal of Central East Florida**<br>Christopher Robinson, Director of Operations<br>1600 Sarno, Rd, Unit 109<br>Melbourne, FL 32935<br>Brevard@teamsignal.com<br>P: 321-373-3379 |

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

☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement - Services (Std Version 10/22/2025)
- ☒ Exhibit A1. Statement of Work
- ☒ Exhibit A2. Performance Standards
- ☐ Exhibit A3. Maintenance Agreement
- ☒ Exhibit A4. Pricing Schedule

☒ Exhibit B: Supplemental Provisions

☐ Exhibit C: Federal Compliance Provisions

Exhibit D: Bid Specifications
- ☐ Exhibit D1: Invitation to Bid # _____, as modified by addenda (the "ITB")
- ☒ Exhibit D2: Request for Proposal # RFP P26001K-0-2026/KL, as modified by addenda (the "RFP")
- ☒ Exhibit D3: CONTRACTOR's Responsive Proposal dated December 16, 2025, but only to the extent responsive to CITY's ITB or RFP, as the case may be (the "Bid")

CITY may purchase and CONTRACTOR shall sell the Services (and Items incidental thereto) as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract and the documents marked above as Exhibits, all incorporated herein by reference. This Contract commences on **February 18, 2026** (the "Commencement Date"), subject to the Effective Date. This Contract expires on **February 17, 2027** (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to five (5) twelve-month additional terms.

**CITY:**

**CITY OF MELBOURNE,**
a Florida municipal corporation

_____
Jenni Lamb, City Manager Date

ATTEST: _____
Kevin McKeown, City Clerk

**CONTRACTOR:**

**THE ROHAN GROUP LLC, DBA SIGNAL OF CENTRAL EAST FLORIDA,**
a Florida Limited Liability Company

_____ 1/28/2026
Signature Date
Name: Christopher Robinson
Title: Director of Operations

| **City Use Only**<br>Initial Method of Procurement (mark):<br>☐ ITB # _____<br>☒ RFP # P26001K-0-2026/KL<br>☐ Exception: _____ | Commencement Date: 2/18/2026 **<br>** Note: But effective no earlier than last of the parties to execute<br>Expiration Date: 2/17/2027<br>Renewal: ☐ No ☒ Yes: 5-12 month terms ☐ Not Applicable<br>Council Approval Date: _____ |
|---|---|

**EXHIBIT A**

# STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT – SERVICES

**1. DEFINITIONS**

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

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

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

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

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

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

**2. TERM OF AGREEMENT**

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

**3. PRICING**

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

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

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

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

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

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

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

**4. INVOICING AND PAYMENT**

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

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

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

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

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

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

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

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

**5. NON-APPROPRIATION –**

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

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

**6. NON-EXCLUSIVITY**

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

**7. TERMINATION**

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

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

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

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

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

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

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

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

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

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

**8. FORCE MAJEURE**

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

**9. SCHEDULING AND ORDERS**

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

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

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

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

**10. WARRANTY**

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

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

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

**11. INDEPENDENT CONTRACTOR**

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

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

**12. SECURITY**

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

**13. OWNERSHIP AND BAILMENT RESPONSIBILITIES**

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

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

**14. ASSIGNMENT OF INTELLECTUAL PROPERTY**

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

**15. INTELLECTUAL PROPERTY INDEMNIFICATION**

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

**16. GENERAL INDEMNIFICATION**

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

**17. COMPLIANCE WITH LAWS**

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

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

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

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

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

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

G. Scrutinized Companies or Other Entities. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, VENDOR certifies that it (a) if the contract is more than $100,000, has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that VENDOR has falsely certified facts

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

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

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

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

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

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

**18. RETENTION AND AUDIT**

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

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

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

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

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

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

B. CONTRACTOR shall not substitute the Items.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**EXHIBIT A1**

**STATEMENT OF WORK**

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

CONTRACTOR shall provide Security Guard Services – Downtown Melbourne as more particularly described as follows:

I. **OVERVIEW**

CONTRACTOR shall provide all labor, materials, equipment, transportation, etc. necessary to perform on-site unarmed security guard personnel, vehicles, communication equipment and all other incidentals necessary to patrol the CITY's Downtown Melbourne: New Haven Avenue and City Hall Parking Garage.

**II. LOCATIONS OF SECURITY GUARD SERVICES**

A. Downtown Melbourne: New Haven Avenue

B. City of Melbourne City Hall Parking Garage
910 E Strawbridge Ave, Melbourne, FL 32901

**III. OUTCOMES EXPECTED**

A. General Scope

1. Ensure that there are an adequate number of screened, trained Security Guards for complete coverage of the contracted hours. CONTRACTOR shall be responsible for maintaining sufficient staff and scheduling Security Guards to fill the contract timeframe and to ensure that they are ready for duty at the start of their assigned shifts.

2. Ensure that Security Guards are not scheduled nor permitted to work more than sixteen (16) hours consecutive duty without prior written permission from the CITY. Generally, no Security Guard shall be scheduled for sixteen (16) consecutive hour's duty, except for a bona fide emergency or substitution of another Security Guard originally scheduled. CONTRACTOR shall not circumvent this requirement by having an employed security guard work a shift at another contracted location immediately preceding the scheduled or actual shift at the either location.

3. Perform State of Florida background checks on all Security Guards to be assigned to the contract to demonstrate that these Security Guards are of good moral character, and that they are free from felony and misdemeanor convictions. CONTRACTOR shall provide the results of the background checks to the CITY'S Community Development Director when requested. The CITY reserves the right to conduct additional background investigations, as it deems necessary and prudent for security officers doing work under this contract.

4. Immediately report to the Community Development Director any arrests of assigned Security Guard staff.

5. Provide the City of Melbourne Community Development Director with the names of all Security Guard staff assigned to the contract and the names of replacements that will perform work. CONTRACTOR shall provide to the CITY'S Community Development Director updated personnel listings as soon as the changes occur.

6. Ensure that all Security Guards assigned to the contract have successfully passed a pre-employment drug screen examination within six (6) months of their assignment to the contract. The screen must have the ability to detect use of marijuana, cocaine, heroin, amphetamines, opiates, and benzodiazepines.

7. Provide the following to the CITY'S Community Development Director prior to assigning Security Guards to a shift:
    - A listing of individual's name, credentials, copy of picture ID, copy of current licenses and other applicable information as required.
8. Immediately provide a qualified replacement Security Guard if an on-duty Security Guard must leave their shift for any reason or cannot report for their shift duty. For each hour a Security Guard is not on duty as scheduled, CONTRACTOR invoices shall be reduced by the hourly rate times the number of hours facilities are left unguarded.

B. Downtown Melbourne: New Haven Avenue;

CONTRACTOR, shall:

1. Patrol a walking beat on New Haven Avenue in Downtown Melbourne.
2. Security beat services will be primarily concentrated on New Haven Avenue, between U.S Highway 1 west to McQuaid Street.
3. Provide secondary patrols of Campbell Park, Melbourne Court, and Holmes Park.
4. Work in collaboration with Melbourne Police Department (MPD).
5. Be unarmed, patrolling on foot, and will be uniformed in an official capacity for downtown security. During patrols, minimal breaks may occur within the garage guard shack. After 7 pm, patrol of the first floor of the garage & parking shall also occur.
6. Be familiar with the downtown merchants within the commercial corridor.
7. Be initial point of contact for non-emergency types of law enforcement.
8. Assist with quality-of-life law enforcement issues such as but not limited to, noise, blocking of sidewalks, interference with customers, trespass on private property, acts of graffiti, and aggressive panhandling.
9. Be responsible for communicating higher level law enforcement issues requiring police enforcement with the MPD while on patrol.
10. Provide an activity report to the CITY subsequent of each shift.
11. Provide services for the following hours:
    Tuesday, 4:00 p.m. to 9:00 p.m.
    Wednesday, 4:00 p.m. to 9:00 p.m.
    Thursday, 4:00 p.m. to 8:00 p.m.
    Friday, 4:00 p.m. to 8:00 p.m.
    Saturday, 4:00 p.m. to 8:00 p.m.
    Additional days of the week may be requested, as necessary.
12. Provide a report of all observations, incidents or problems should be submitted within 24 hours of each shift to Shawn.Eising@mlbfl.org, Robert.McKinzie@mlbfl.org, Carmin.Velasquez@mlbfl.org and Cynthia.Dittmer@mlbfl.org

C. City of Melbourne City Hall Parking Garage, 910 E Strawbridge Ave, Melbourne, FL 32901;

CONTRACTOR, shall:

1. Provide security guard services for CITY's City Hall Parking.

2. Patrol by foot, each level of the garage and surface parking lot, a minimum of once each hour of the shift. And additionally, monitor areas of the garage where noise or activity increases.

3. Perform periodic walk-thru of both stairwells, including at the beginning and end of each shift.

4. Ensure that gatherings of persons within the garage are not permitted to loiter by encouraging persons to disperse.

5. Work in collaboration with Melbourne Police Department (MPD) and report incidences to MPD, such as extended loitering, drinking, noise, etc.

6. Provide services for the following hours:

   Thursday, 8:00 p.m. to Friday, 1:30 a.m.
   Friday, 8:00 p.m. to Saturday, 3:00 a.m.
   Saturday, 8:00 p.m. to Sunday, 3:00 a.m.
   Additional days of the week may be requested, as necessary.

7. Provide an activity report of all observations, incidents or problems should be submitted to Shawn.Eising@mlbfl.org, Robert.McKinzie@mlbfl.org, Carmin.Velasquez@mlbfl.org and Cynthia.Dittmer@mlbfl.org within 24 hours of each shift.

D. Staff Positions:

1. Contract Manager (not a billable position) – CONTRACTOR shall provide one (1) Contract Manager. The Contract Manager shall be responsible for the overall coordination and control of security functions and operations and act as a liaison on the day-to-day operations between the CITY and the CONTRACTOR. This position shall be performed by a separate individual from those performing security guard supervisor and security guards Requirements and typical duties include, but are not limited to, the following:

   a) Shall have a minimum of three (3) years' experience in managing security guard personnel and have a thorough knowledge of security service procedures.

   b) Shall be a U.S. Citizen or legal alien with current work permit.

   c) Shall ensure security guard services are performed per contract.

   d) Shall plan, schedule, and manage security guard staff deployments to maintain required staffing levels and provide security services as required.

   e) Shall ensure all required operational measures are implemented and security guards have all tools and training required.

   f) Shall review daily security related reports, logs, etc.

   g) Shall periodically report to Community Development Director for monthly/bi-monthly analysis of patrol, reporting of incidents, and responding to emergencies.

   h) Shall attend meetings and functions as may be required.

   i) Shall prepare shift schedules and scheduling adjustments as needed.

   j) Shall provide monthly contract performance reports to the Community Development Director or designee. Monthly performance reports shall be submitted to the CITY no later than first week following the reporting month.

2. Security Guards – CONTRACTOR shall provide Security Guards for the monitoring of designated CITY locations and hours indicated.

   Security Guards shall meet the following qualification requirements:

   a) Be bona fide employees of the CONTRACTOR (provided salaries, insurance, workers' compensation coverage, uniforms, equipment, etc.)

b) Be at least 21 years of age and have a high school diploma or G.E.D. equivalent.

c) Have an active Class “D” Security Officer License issued by the Florida Department of Agriculture Division of Licensing.

d) Possess a valid State of Florida driver’s license.

e) Be a U.S. Citizen or legal alien with current work permit.

f) Have a minimum of one (1) year actual field experience as a security guard, excluding training.

g) Be able to walk continually unassisted, climb stairs, and be able to lift and carry twenty (20) pounds.

h) Be fluent in English with ability to receive, give and understand written and verbal instructions and procedures.

i) Good verbal communication proficiency, able to document events and logs in writing (written communication skills), basic computer knowledge (email and word processing software), be knowledgeable of radio usage and be proficient in the use of pagers and mobile telephones.

Typical Security Guard duties include, but are not limited to, the following:

a) Shift sign in and sign out.

b) Carrying all equipment necessary for the performance of services.

c) Patrolling all designated areas on a random basis.

d) Monitoring all security systems including, but not limited to, burglary or fire systems.

e) Performing escort duties for CITY personnel as requested.

f) Notifying the City of Melbourne Police Department of any suspicious persons or incidents during shift assignments but take no direct enforcement action.

g) Reporting maintenance problems or hazardous safety conditions to the Community Development Director so staff can take appropriate actions to correct them.

h) Maintaining a log of all activity and physical inspections. This log will be completed for each shift upon the completion of each shift and forwarded to the Community Development Director on a daily basis with a summary of incidents handled by the CONTRACTOR personnel.

i) Being alert to surrounding areas of responsibility at all times.

Security Guard Uniform and Appearance:

a) All security guards shall be in full and complete standard identical uniforms while on duty at any post and shall be distinguishable from law enforcement uniforms. Uniforms shall bear the word “Security” in a visible location. CONTRACTOR shall replace worn uniforms and equipment as needed or determined by the CITY. Any security personnel reporting for duty in an unauthorized and unkept uniform, or who exhibits a poor personal appearance (as determined by CONTRACTOR’s supervisor or the CITY shall be sent home and replaced within one (1) hour by CONTRACTOR. Failure to replace guard within this timeframe may result in the CITY using a temporary replacement. Temporary replacement will be used and billed against the CONTRACTOR at the replacement security company’s wage rate.

b) Security Guards shall have an appearance that is neat and clean. Men’s hairstyles shall be neatly cut and shall not touch the collar. Women’s hairstyles shall be kept neatly brushed and not detract from a professional image.

c) CONTRACTOR logo badges shall be prominently displayed on the uniforms and on caps. Identifying nameplates shall be clearly visible.

d) On-duty Security Guards shall possess at all times photo identification containing at a minimum: employee name with photo and company name.

e) CONTRACTOR shall provide their assigned Security Guards protective clothing, rain gear, and associated equipment when appropriate.

Security Guard Conduct: Security Guards shall:

a) Perform in a manner consistent with the standards of the security service industry.

b) Have the ability to face situations firmly, tactfully and with respect for the rights of others and conduct themselves in a courteous and professional manner while performing their duties for the CITY.

c) Be able to maintain emotional stability during periods of tension and stress while carrying out assigned duties and have the ability to maintain control in crisis situations.

d) Not leave their assigned duty area until they have been properly relieved or have proper CITY approval.

e) Only use force in accordance with State of Florida Statute 493.

f) Not possess unauthorized firearms, batons, handcuffs, knives, etc. while on duty.

g) Not interfere, impede or delay operations or activities at the CITY facilities.

h) Not be under the influence of alcohol or illegal substances while on duty. Security Guards reporting to work smelling of alcohol or appearing to be under the influence of illegal substances shall be immediately removed from duty. CONTRACTOR shall be responsible for immediate replacement of the Security Guard within one (1) hour.

i) Not sleep, read personal materials, have visitors, use personal cell phones (except for emergencies) while performing their shift. Security guards found sleeping on duty may be immediately dismissed from duty. CONTRACTOR shall be responsible for immediate replacement of the Security Guard within one (1) hour.

E. Equipment

CONTRACTOR shall provide:

1. Communication Equipment: CONTRACTOR shall provide assigned Security Guards with a cellular phone to allow immediate contact with City of Melbourne Police, and CONTRACTOR'S supervisory staff.

2. The CITY shall assume no liability for CONTRACTOR equipment or vehicles.

F. Technology

CONTRACTOR shall use "EDGE" security operations platform to:

1) Compliance with Lone Worker Safety checks.

2) Capture comprehensive footage of every intervention and easily accessible GPS data for audit, legal or investigation purposes.

3) Management is verifying officer status remotely.

4) Provide real-time notifications to facilitate communication between the CITY and officers.

5) Create geo-zones per site for easy coverage.

6) Real-time GPS tracking.

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## EXHIBIT A2

### PERFORMANCE STANDARDS/QUALITY REQUIREMENTS

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

### I. GENERAL REQUIREMENTS

A. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

B. CONTRACTOR shall comply with all city, county and state rules, ordinances, regulations and codes. CONTRACTOR must comply with all Department of Transportation, OSHA, Federal and other requirements.

C. CONTRACTOR agrees to promptly notify the CITY of any notice of violation, action, suit, claim, or legal proceeding against the CONTRACTOR relating to any aspect of its performance under this Contract.

D. CONTRACTOR's services performed shall not unreasonably impede, interfere, or delay operations or activities at any CITY facility.

### II. SCHEDULES AND BREAKS

A. CONTRACTOR shall be responsible for preparing all work schedules in accordance with CITY's site requirements and assuring that each posted shift is manned as required. Any unmanned posts filled by a CITY employee, or other outside source shall be billed against the CONTRACTOR at the substitute's wage rate. Failure to man for all posted shifts as required may result in termination of contract.

B. Meal breaks are treated as billable time. There is not sufficient coverage to allow guards to leave post for meal breaks.

### III. SUBCONTRACTORS

Subcontractors are not permitted for this contract. The Contractor shall have the appropriate qualifications and capacity to perform these services with in-house staff.

### IV. REMEDIES

A. Right to Cover: If CONTRACTOR fails to meet any requirements set forth herein, due to no fault of CITY, the CITY may take any of the following actions with or without terminating this AGREEMENT, and in addition to, and without limiting, any other remedies it may have:

1. Employ such means as it may deem advisable and appropriate to perform itself or obtain the services from a third party until the matter is resolved and CONTRACTOR is again able to resume performance under this AGREEMENT; and

2. Deduct all expenses incurred by CITY in obtaining or performing the services from any money then due or to become due CONTRACTOR and, should the CITY's cost of obtaining or performing the services exceed the amount due CONTRACTOR, collect the amount due from CONTRACTOR.

### V. LIQUIDATED DAMAGES

A. The CITY may assess the CONTRACTOR the amount of TWENTY DOLLARS ($20.00) per hour that security guard is not on duty (prorated in quarter hours for first 2 hours). The charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the

payment owed to the CONTRACTOR, or charged back to the CONTRACTOR. This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes.

B. In the event CONTRACTOR wishes to contest such assessment, CONTRACTOR shall submit a written protest within five (5) calendar days after receiving such notice for an opportunity to be heard by the CITY and present a defense to such assessment. The CITY will notify CONTRACTOR in writing of any action taken with respect to CONTRACTOR's claims. The decision of the CITY shall be final.

## VI. INVOICING/PAYMENT

A. Invoices: Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. The information on the invoice must include:

- Company Name
- Remittance address on the face of invoice
- CITY Purchase Order Number
- Invoice Number
- Dates of delivery of services/goods
- Delivery address
- Description of services performed, name of security guard and # of hours

B. Payment: Payment will be made within 45 days after receipt of an invoice acceptable to the CITY, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the CITY shall not approve or accept the CONTRACTOR's services, and agreement cannot be reached between the CITY and the CONTRACTOR to resolve the problem to the CITY's satisfaction, the CITY shall negotiate with the CONTRACTOR on a payment for the services completed and usable to the CITY. The CITY reserves the right to withhold any portion, or all, of a scheduled payment if CONTRACTOR fails to perform under the Contract until such breach has been fully cured to the CITY's satisfaction.

## VII. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY

CONTRACTOR shall be solely responsible for any damages to or loss of the CITY's equipment, facilities, property or to adjacent property arising out of the negligent or willful act or omission of CONTRACTOR or its subcontractors. CONTRACTOR shall, at its own expense, repair or replace such damaged items to restore them to the same level of functionality they possessed prior to such damage and to the CITY's satisfaction. In the event CONTRACTOR does not immediately repair, to the satisfaction of the CITY, damage to public and/or private property, the CITY may correct such damage and deduct the costs due to CONTRACTOR. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover the amount of the deduction, the CONTRACTOR shall pay the difference to the CITY.

## VIII. CITY RIGHTS

A. The CITY reserves the right to review, and approve or reject CONTRACTOR assigned staff prior to start of work.

B. The CITY reserves the right to reject or dismiss any CONTRACTOR assigned staff at any time during the performance of the contract. Any costs resulting in a rejection or dismissal and replacement of said staff shall be at the CONTRACTOR'S sole expense.

C. The CITY reserves the right to perform random inspections of CONTRACTOR security procedures and staff. The Community Development Director will notify the CONTRACTOR of security infractions and problems noted. CONTRACTOR shall correct these discrepancies within twenty-four (24) hours.

D. The CITY reserves the right to access CONTRACTOR'S internal and external reports and documents used by CONTRACTOR in the performance and administration of the contract.

E. The CITY reserves the right to inspect the Security Guard drug examination results at any time during the life of the contract.

**EXHIBIT A4**

**PRICING SCHEDULE**

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

| Item | Description | Est Annual Hours | Fixed Hourly Rate |
|---|---|---|---|
| **1** | Unarmed Security Guard Services City of Melbourne Parking Garage | 1,014 | **$25.84** |
| **2** | Unarmed Security Guard Services Downtown Melbourne: New Haven Avenue | 1,144 | **$25.84** |
| Travel expenses, training, transportation, lodging, meals, fringe benefits, indirect costs, clerical, and all other expenses shall be included in the above costs. | | | |

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**EXHIBIT B**

**SUPPLEMENTAL PROVISIONS**

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

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

3. **Notice to Parties**

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

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

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

If to the CITY

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

If to CONTRACTOR:

The Rohan Group LLC, DBA Signal of Central East Florida
Chris Robinson
1600 Sarno Rd, Unit 109
Melbourne, Florida 32935

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

4. **Insurance Requirements**

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

B. Business Automobile Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than $1,000,000 each

accident for all owned, non-owned and hired automobiles. In the event the awarded Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the awarded Contractor to maintain only Hired & Non-Owned Auto Liability Insurance.

C. Workers Compensation & Employer's Liability Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Florida Workers Compensation Insurance at Statutory limits and Employers Liability Insurance with limits of at least $500,000 each accident, $500,000 each disease/employee and $500,000 per disease/policy limit.

D. Professional Liability/E&O Insurance. CONTRACTOR shall maintain in force for the duration of the contracted period Professional Liability/E&O Insurance coverage with a limit of not less than $1,000,000 per occurrence.

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

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

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**EXHIBIT D2**

**REQUEST FOR PROPOSAL**

**On file in the Procurement Division**

**EXHIBIT D3**

**CONTRACTOR'S RESPONSIVE PROPOSAL**

**On file in the Procurement Division**

City of Melbourne
Procurement Division
900 E. Strawbridge Avenue • Melbourne, FL 32901 • (321) 608-7060

**NOTICE OF RECOMMENDATION FOR AWARD**
**January 15, 2026**

**RFP-P26001K-0-2026/KL**
**SECURITY GUARD SERVICES – DOWNTOWN MELBOURNE – TERM CONTRACT**

The Evaluation Committee completed evaluations and scoring of three (3) proposals received and will recommend to the Melbourne City Council that the number one (1) ranked Offeror shown below be awarded the contract for above referenced RFP. Final ranking is as follows:

| Rank | Offeror | Score |
|---|---|---|
| **1** | The Rohan Group LLC DBA, Signal of Brevard County | 3.61 |
| **2** | Security Operations & Solutions, Inc | 3.29 |
| **3** | Marc Security Services | 2.55 |

It is anticipated that this recommendation of award will be presented for action by:

☒ City Council on: February 10, 2026

☐ City Manager within the next ten (10) days

☐ Procurement Manager within next five (5) days

Thank you for your participation in the selection process and your interest in working with the City of Melbourne. Please feel free to contact me at 321-608-7064 or at kristina.lamarche@mlbfl.org if you have any questions.

Sincerely,

Kristina LaMarche
Senior Buyer


An Equal Opportunity Employer
www.melbourneflorida.org

# Melbourne City Council
# February 10, 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.17.g. |

**Subject:**
Firearms Range Use Agreement between the City of Palm Bay and the City of Melbourne for use of the Palm Bay Regional Training Center Firearms Range.

**Background/Consideration:**
The Firearms Range Use Agreement between the City of Palm Bay and the City of Melbourne for use of the Palm Bay Regional Training Center Firearms Range for the period of October 1, 2025 through September 30, 2026. The use of the facility is to conduct in-service, new hire and SWAT training, allowing the Melbourne Police Department to utilize the firearms range, shoot house, obstacle course, and rappel tower, all available in one location. The agreement delineates a cap for user fees of $40 per user. There is funding in the Police Department's annual budget to cover the expenses for use of the facility.

The agreement has been reviewed by the City Attorney. This contract is government-to-government services and therefore, exempt from competitive bidding and solicitation.

**Fiscal/Budget Impact:**
Funding is available in account 42000521-534000 - Police Operations - Other Contract Services. The estimated cost for Fiscal Year 2026 is approximately $7,000.

**Requested Action:**
Approval of the Range Use Agreement between the City of Palm Bay and City of Melbourne for use of the Palm Bay Regional Training Center Firearms Range and authorization for the City Manager to execute the agreement.

**PALM BAY REGIONAL TRAINING CENTER FIREARMS RANGE USE AGREEMENT**

THIS RANGE USE AGREEMENT, entered into this ___ day of _____, 20__ by and between the CITY OF PALM BAY, a Florida municipal corporation, 120 Malabar Road,SE, Palm Bay, FL 32907 (hereinafter "CITY" or 'PALM BAY') and the _____ (hereinafter "USER").

1. USER and USER's employees shall follow all firearm safety rules, regulations and procedures, and RANGE regulations (the "Regulations"), and attached hereto as **Exhibit "A", Addendum I Shoot House, Addendum II Rappel Tower,** and **Addendum III Obstacle Course** Usage which, by this reference, is hereby incorporated herein and made an integral part of this Agreement. USER assumes all responsibility for ensuring USER's employees have received and are familiar with and adhere to the Regulations.
2. **A payment of $40 per agency allocated sworn member shall be made within 30 days of USER's assigned range date.** All checks shall be made payable to the order of the City of Palm Bay and submitted to the Palm Bay Police Department Training Unit,care of Training Unit Lieutenant, 130 Malabar Road SE, Palm Bay, FL 32907.
3. The term of this Agreement shall be from October 1st 2025 through September 30th 2026. An agreement signed after October 1st 2025, shall still have the agreement term from signed date through September 30th 2026. Range fees will not be prorated, the full contract amount shall still be in effect. This agreement shall be terminated upon thirty (30) days written notification of termination by either party or the USER materially breaches the AGREEMENT, including but not limited to, failing to timely pay invoices. An invoice will be sent upon receipt of the signed agreement.
4. The USER must schedule all range use requests with the Palm Bay Police Department Training Unit, available at 321-952-3465 or michael.smith@palmbayfl.gov The CITY will make every effort to accommodate range use requests or find alternative dates, however, there are a finite number of slots available and range use may at times be further limited by training schedules, repair needs, CITY events, natural disasters, and other needs, events, and Acts of God not currently anticipated or known, and not all range use requests may be granted as a result.
5. USER will provide all of its employees with the Lead Warning document attached hereto as Exhibit "1." To the extent permitted by law, USER agrees that any claim relating to lead by USER's employees will be considered as a work-related claim by USER.
6. To the extent permitted by law USER agrees to treat any claim by USER's employee relating to an injury or illness resulting from or caused in any respect by PALM BAY as a work-related illness or injury.
7. The use of specialized equipment such as metal targets, Rappel Tower, Running Man targets, Shoot House, Rifle Range, and bullet traps will require outside agency instructors to attend a training course provided by Palm Bay-approved personnel in the proper use of Range and equipment.
8. The USER shall supply all of its own firearms and expendable supplies, including, but not limited to, targets, staples, uprights, and ammunition. **If steel targets are being used, USER's will use frangible ammunition only.** Targets will be used in accordance with manufacturer standards.
9. The USER shall not make any alterations to the range. Target stands and systems are to be used to hold Palm Bay-approved foam backers only. No target(s) should be placed in front of the current target system. There will be absolutely no digging. User will not use any object to block or leverage the targets on the action target systems on Ranges 6 & 7.
10. The USER shall be responsible for the collection and removal of any debris and/or trash generated by its employees and ensures that the debris and/or trash are placed in an appropriate receptacle. Debris and/or trash shall include, but not be limited to, brass, used targets, uprights, and staples. Brass shall be put in approved empty brass buckets located in the Range Supply Sheds. A **$50 per hour**

**cleanup fee** will be assessed to the USER if the CITY finds the USER in violation of this requirement.

11. The USER shall only use the RANGE between the hours of **7:00 a.m. and 9:00 p.m. All shooting must end prior to 9:00 p.m. The user may specify a period in consecutive hours, not to exceed 14 hours in one day.** Should USER breach the hours of operation, the CITY may suspend USER's privilege to use the RANGE and forfeit their USER payment.
12. The USER shall have one certified firearms instructor per six students to oversee USER operations and its employee conduct on the RANGE. **All instructors must have completed a Florida Department of Law Enforcement Firearms, an approved U. S. Military, Inspector Service firearms, or NRA instructor's class and be currently certified as a firearms instructor.** USER and USER's employees and the instructor will be responsible to assure strict compliance that all Firearm Safety Rules and Range Regulations are followed.
13. The USER will supply current instructor certificates for all the USER Instructors that will be instructing to the Palm Bay Police Department Training Unit, (michael.smith@palmbayfl.gov).
14. To the extent permitted by law, the USER agrees that to the extent of any negligence solely and directly attributable to the USER and its employees, the USER will indemnify and hold harmless the CITY from any and all liability, claims, damages, expenses (including attorneys' fees), proceeding and causes of action of every kind and nature, arising out of or connected with the use, occupation, management or control of the RANGE or any improvements thereon or any furniture, furnishing, equipment, and fixtures utilized in connection therewith. The USER agrees that it will, at its own expense, defend any and all actions, suits, or proceedings which may be brought against the CITY directly arising from the USER's(or its employees) use of the RANGE pursuant to this agreement and that it will satisfy, pay and discharge any and all judgments that may be entered against the CITY in any such action or proceeding to the extent of its agreement to indemnify the CITY in the first sentence in this provision. The USER and the CITY will jointly choose attorney(s) and paralegal(s) to defend the CITY and the CITY agrees that it will cooperate with the USER in the defense of any claims or suits against the CITY subject to this paragraph. If the CITY is served with a claim or suit, and the CITY seeks indemnification from the USER pursuant to this paragraph, the CITY will give notice to the USER with a copy of the claim or suit, within 10 days of receipt or service of the claim or suit by the CITY. Pursuant to this agreement, the USER's sole liability shall be to pay a claim or judgement by any one person up to the sum of $200,000 per person or up to $300,000 in the aggregate arising out of one incident or accident.
15. Only rifle grade AR550 steel targets can be used on the RANGE and the USER must comply with manufacturer safety recommendations. All targets must be inspected for damage prior to use. The use of cratered, cracked, or concave targets is strictly prohibited. Eye protection with side coverage is mandatory.
16. Only frangible, SIMS, and AirSoft can be used in the SHOOT HOUSE and the USER must comply with manufacturer safety recommendations. All targets must be inspected for damage prior to use. The use of cratered, cracked, or concave targets is strictly prohibited. Eye protection with side coverage is mandatory.
17. The USER and its employees shall immediately report any damage to RANGE property or equipment, and any injuries to the Police Department Communications Center at 321-952-3465 and Training Unit (michael.smith@palmbayfl.gov).
18. USER will provide all of its employees with the Firearms Safety Rules document attached hereto as Exhibit "A." Failure of any of USER's employees to follow the RANGE rules and regulations may cause revocation of the individual employee privileges or the privileges of the USER.
19. Only certified police officers, approved military personnel, other personnel approved in writing by the City of Palm Bay Chief of Police will be allowed to utilize the RANGE, it is the responsibility of the USER and its instructor, and employees to assure that no other people use the RANGE.

20. The USER shall be required to obtain prior approval in writing from the Palm Bay Chief of Police or his/her designee to utilize an instructor not associated with the USER's agency or when attempting to utilize an outside training company. The USER will supply to the Palm Bay Police Department Coordinator the training information/documentation to be instructed and current instructor certificates for all outside instructors that will be instructing. Request should be sent in writing to the Palm Bay Police Department Training Unit at michael.smith@palmbayfl.gov.
21. The USER shall be required to obtain prior approval in writing from the Palm Bay Chief of Police or his/her designee when requesting to bring additional equipment onto the RANGE for training purposes ie..cars for shooting, equipment trailers etc, Request should be sent in writing to the Palm Bay Police Department Training Unit at michael.smith@palmbayfl.gov.
22. The USER or USER's agency is required to follow all posted signage posted on the RANGE to include but not limited to; designated parking areas, firearm restricions on certain ranges, storage within the storage sheds, etc.
23. If the USER or USER's agency is the last one in the range. The USER or USER's will ensure that all sheds, classrooms, etc. along with the range are locked. This includes the inner and outer gates. Speed limits must be followed at all times.
24. For the purpose of any notice required to be given by this agreement or under any applicable provision of the law, the CITY represents that its principal place of business is 120 Malabar Road SE, Palm Bay, FL 32907, and the USER represents that its principal place of business is

_____
_ (Organization/Agency name and address)

**User Agency Representative:** _____
(Print Name)

Date: _____ _____
(Sign Name)

**PALM BAY PD Representative:** **Mariano Augello, Chief of Police**

Date: _____ _____
(Sign Name)

**Billing Information**
Send to (name): _____

Address: _____
(If different from above)

_____

_____

Phone Number: _____

All checks shall be made payable to the order of the City of Palm Bay and submitted to the Palm Bay Police Department c/o Training Unit Lieutenant, 130 Malabar Road SE, Palm Bay, FL 32907. A Credit Card link may be sent upon request from the Training Unit)

Exhibit "A"

## FIREARM SAFETY RULES

1. Treat every firearm as if it were loaded.
2. Keep the muzzle pointed in a safe direction. (Do not point the muzzle at anything you do not intend to shoot or challenge).
3. Each person must be sure of his/her target and impact area.
4. Secure all unattended firearms.
5. Do not handle a firearm after consumption of any alcoholic beverages or of any substance that may impair, even slightly, judgment or physical ability.
6. With SMG and long guns, keep the safety on until you assume the ready position.
7. The only acceptable positions for firearms are, holstered or slung, at the ready position, or on target.
8. Keep your trigger finger under the trigger guard or well above the trigger guard, against the frame, until you decide to squeeze the trigger.

### INVOLUNTARY MUSCLE REFLEX

Involuntary muscle contraction of the fingers and hands, (reflex) may occur if the shooter is startled, loses balance, or exerts gripping pressure in the opposite hand. Such reflex action may cause an unintentional discharge if the trigger finger is not kept under the trigger guard or well above the trigger guard against the frame.

### RANGE REGULATIONS

1. All RANGE USERS must be accompanied by a firearms instructor currently certified by and through FDLE, U.S. military, or NRA.
2. The USER's employees shall register on the sign-in sheet provided by the USER each time they appear on the RANGE. Only the instructor needs to sign in if accompanied by more than two employees but a roster of employees with the instructor must be provided.
3. While on the RANGE, hat, eye, and ear protection are mandatory.
4. While on the RANGE, do not allow the muzzle to break the 180° plane.
5. Do not handle a firearm while someone is downrange.
6. While on the RANGE, if a firearm is dropped, do not pick it up. Notify the Range Officer or firearms instructor.
7. While on the RANGE, if any person observes an unsafe act or condition, they must shout "CEASE FIRE!" and notify the range officer or firearms instructor.
8. Obey all firing line commands.
9. All bullets must directly impact into the backstop. (No ground impacts).
10. There shall be no horseplay or fooling around which, in the opinion of the Range Officer or firearms instructor, would constitute an unsafe condition.
11. Any firearms instructor has absolute authority at the RANGE and may order any employee or other sworn officer to leave the RANGE for unsafe conduct or practices.
12. No alcoholic beverages will be allowed on, behind, or adjacent to any RANGE.
13. If steel targets are being used, USER's will use frangible ammunition only.
14. Non-jacketed pistol and rifle ammo may not be used on the RANGE.

Exhibit "1"

## LEAD WARNING

The purpose of this paper is not to suggest curtailing shooting or reloading activities in any way. Rather, it is to make Officers, Users, Firearms Instructors, and Governmental Agencies aware of the possibility of lead poisoning and some necessary information and measures to know how to protect RANGE USERS against toxic lead contamination.

### A Firearms Safety Hazard

The U.S. Environmental Protection Agency (EPA) classifies lead as a heavy metal with no beneficial biological use in the body. When a person inhales or ingests lead, it is absorbed into the bloodstream. Once in the body, it becomes very difficult to remove. Continual exposure results in the accumulation of lead in the body and measurable amounts of lead indicate cumulative exposure over a lifetime.

The EPA has determined that lead poses a serious health hazard to everyone. Unfortunately, individuals working with and around firearms often overlook the harmful effects of lead. Therefore, firearms range personnel must take precautions to control all unnecessary exposure to this toxic element. For firearms range personnel, knowing the hazards of lead is a primary responsibility. Taking the necessary precautions to minimize exposure is a duty of all firearms instructors.

### Effects of Lead on the Body

Approximately 6 percent of all lead ingested or inhaled is deposited in the blood or soft body tissues, such as the kidneys, brain, or other vital organs. The remaining 94 percent is deposited in the bone. Because the body mistakes lead for calcium, it presumes that once deposited, the lead needs to be stored. However, the body does break down lead so that it can be removed. The time required for this process is measured by the term "half-life," which means the amount of time the body needs to excrete one-half of that lead. The half-life of lead is approximately 20 years. This means one-half of the lead dosage absorbed by the body through only one exposure and deposited in the bone would still be present after 20 years.

### Health Concern

For decades, the presence of lead in the environment has been widespread, beginning with smelting factories and continuing with the manufacture of glazed pottery, batteries, and lead gasoline. It has only recently been acknowledged as a serious threat to public health that warrants government control.

In 1971, the EPA began enforcing the Lead-Based Paint Poisoning Prevention Act, which restricts the amount of lead used in paints. Seven years later, the agency set the National Ambient Air Quality Standards, which serves as the primary mechanism to reduce lead in gasoline. However, even with these standards and controls, the residue of lead in food, water, and dirt can elevate the lead level in a person's blood.

Firearms and exposure to lead, typically the exposure to lead on the firing line, occurs as soon as the shooter pulls the trigger and the hammer falls. This action causes the primer of the cartridge to explode, in the chamber, which

then ignites the main powder charge. At this point, a breathable cloud of lead particles is expelled into the air, with lead dust spraying the shooter's hands.

Lead particles also shear off as the bullet travels through the barrel. When the bullet leaves the barrel, a second cloud of contaminants, in the form of the muzzle blast, blasts into the air. Then, as the bullet strikes the impact area, another contaminated cloud rises.

When shooters inhale these clouds of contaminates, lead particles go directly into their lungs and are quickly absorbed into the bloodstream. The blood then transfers the lead to soft body tissue and bone. Heat from smoking, sweating, or physical activity accelerates this process.

Lead can also settle on the skin and hair, and in turn; can be absorbed through the pores of the skin. If lead particles reach the mouth, they can be ingested into the digestive system.

Exposure increases at clean-up time. Handling empty casings can result in lead being transferred to the skin. The weapon cleaning process also removes much of the remaining lead in the barrel and transfers it to the cleaner's hands. Oils and solvents used to clean and lubricate weapons cause the natural oils in the skin to evaporate, leaving dry skin and open pores through which the lead can pass.

**Symptoms of Lead Poisoning**

The numerous symptoms of lead poisoning mimic various diseases, often making diagnosis difficult. Most commonly, individuals experience abdominal pain, fatigue, nausea, subtle mood changes, headaches, constipation, irritability, and depression. Muscle pain, muscle weakness, weight loss, impotence, convulsions, anemia, and renal failure may occur with increased lead levels in the body.

**Testing for Lead**

Testing for lead can be performed in several ways. The blood lead level (BLL) test detects recent exposure to lead but does not provide information regarding long-term or past exposure. The BLL measures the quantity of lead in micrograms per deciliter of blood, written as-is/100 dl, that is micrograms of lead per 100 deciliters of blood.

The Occupational Safety and Health Administration (OSHA) Standards states that the median blood levels for adults should be about 15 ug/100 dL. For reproductive health, the blood level should stay below 30-ug/100dL. OSHA recommends removal from the workplace of any employee whose BLL measures 40 ug/100 dL or higher.

The zinc protoporphyrin (ZPP) test can be performed in conjunction with the BLL to determine longer exposure. Lead interferes with the absorption of iron into the blood, which is needed to transport oxygen, thereby allowing zinc to replace iron. The ZPP measures the amount of zinc in the blood, which remains elevated longer than the BLL. The normal range for the ZPP is 0-100 dl. An elevated ZPP indicates concentration in the bone marrow.
The only effective test used for bone lead levels is the disodium edentate (EDTA) chelating agent test. EDTA, a solution that is administered intravenously, bonds with the lead in bone, and clears it from body compartments so that it is excreted through the urine. EDTA both tests and treats an individual; however, medical personnel uses it only in extreme cases of lead poisoning because of the potentially harmful side effects.

**Special Risks**

In males, high levels of lead can decrease the sex drive and cause sterility. Lead can also alter the structure of sperm cells, thereby potentially causing birth defects.

Pregnant women are vulnerable to the rapid absorption of lead, along with calcium, from the blood into the bone. This mobilization occurs due to hormonal changes caused by pregnancy. In pregnant women, lead passes unimpeded through the placenta to the fetus, potentially causing miscarriages of the fetus and birth defects.

Children are more vulnerable to lead toxicity than adults are. Children exposed to lead may manifest into slow learning, mental drifts, and slight retardation in development, hypertension, and behavioral problems. Excessive blood levels in children can seriously and irreversibly damage children's brain and nervous system. Because the symptoms mirror those of various childhood diseases, many doctors do not test for lead.

**Precautions on the Range**

Precautions can be taken both on and off the range to protect shooters, instructors, and their families from lead poisoning. Administrative controls and good hygiene are two necessary tools. In addition, all shooters and instructors should practice the following dos and don'ts of range safety.

**Avoid Smoking on the Range**

Smoking any type of tobacco products on the range should be prohibited to prevent the acceleration of inhaled lead into the bloodstream and ingestion of lead transferred from hands to the cigarette, cigar, etc.

**Avoid Eating on the Range**

Lead dust on hands and face can be ingested through contact with food. Airborne lead expelled from the weapon can also contaminate food.

**Do Not Collect Fired Brass in Baseball Caps**

Many shooters use their baseball caps to collect spent brass; this contaminates the cap with lead particles. When the cap is placed back on the head, the lead is deposited into the hair and absorbed into the skin. Providing boxes for the brass prevents this practice.

**Do Be Aware Face, Arms, and Hands Are Covered With Lead**

Shooters and instructors should wash thoroughly with cold water and plenty of soap. Cold water is preferred because warm water enhances the absorption of lead by opening the pores of the skin. If no water is available, shooters should consider carrying a box of wet hand wipes or a bottle of cool water and a washcloth for this purpose.

**Do Be Aware That Hair and Clothes Are Still Contaminated**

Shooters and Firearms Instructors should wear an outer garment, such as a jumpsuit or coveralls, or change clothes before going home. Contaminated clothes should not be cleaned by blowing, shaking, or other means that dispense lead into the air. To prevent cross-contamination, range clothes should be washed separately from the family's regular laundry. Families with infants should be particularly careful since infants are most vulnerable to lead contamination. Changing to clean clothing before leaving the range prevents recontamination of the hands and any contamination of the family vehicle.

**Do Change Shoes Before Entering the Residence**

Shoes can also transport lead into the home. Shoes should be left at the door to prevent tracking lead onto floors and carpets. Ordinary vacuuming does not remove lead from the home but redistributes it by blowing it into the air to be inhaled and/or resettled on the carpet.

**Do Avoid Physical Contact with Family Members Until After Shower, Shampoo, and Change of Clothes**

Lead can be transferred by casual contact. Family and friends should not be hugged or kissed until after a shower and a change of clothes. Any physical contact should be avoided while the shooter is still in range clothing.

Lead dust problems occur on gun ranges. However, range personnel can institute several controls to lower the amount of lead dust.

The choice of ammunition is one such control. Non-jacketed ammunition produces the most lead dust and fumes, jacketed ammunition, the least. Shotgun shells produce more airborne lead dust than any handgun round. Currently, many ammunition manufacturers are developing lead-free ammunition.

**What Does All This Mean To You?**

Washroom and showers are not provided to you to ensure proper cleanup and no Lead Abatement Training program has been instituted for you and firearms training instructors who may be exposed to lead. **THEREFORE, IT IS YOUR RESPONSIBILITY TO TAKE ALL THE PRECAUTIONS MENTIONED IN THIS DOCUMENT.**

This information is provided from a document printed by the Baltimore County, Maryland Police Department.

## Addendum "I" Shoot House Usage

### SHOOT HOUSE GENERAL FIREARMS SAFETY RULES

1. Finger off the trigger until the target is to be engaged.
2. Weapons are to be loaded ONLY on command of the Range Safety Officer.
3. Weapons will be checked before and after each exercise in a designated safety area.
   The command "Coming In/ Coming Out" will be given prior to entering and prior to exiting the Shoot House at all times.
4. Do not leave the training area without permission from the Range Safety Officer.
5. Do not enter the training area without permission from the Range Safety Officer.
6. All weapons will be pointed forward or downward unless engaging a target.
7. Only frangible and SIMS ammunition or Airsoft may be used in the Shoot House.

### SHOOT HOUSE SAFETY RULES
(Live Fire)

1. The Basic Firearm Safety Rules will apply:
   a. Handle ALL firearms as if they are loaded.
   b. Do not point the firearm at anything or anybody you do not intend to shoot damage or destroy.
   c. Keep your finger off the trigger, outside the trigger guard & **against the frame** until your sights are on target and you have made the conscious decision to fire.
   d. Positively identify your target, be aware of your backstop and beyond.
2. All firearms will be pointed forward or downward unless engaging targets. (No muzzles pointed upward above the red line)
3. Ballistic vests will be worn during training.
4. Wrap-around eye protection or goggles will be worn during training.
5. Hearing Protection & Earplugs
6. Billed hat or ballistic helmet will be worn during training.
7. Long sleeves & long pants will be worn during training.
8. No open-toed shoes allowed during training.
9. All firing will cease upon the command **"Cease Fire"** or the sound of a whistle or horn (Anyone can command a "Cease Fire")
10. No one forward of the shooter while observing on the catwalk (Stay behind the shooter's movement)
11. You must request permission to Enter or Exit the Shoot House Sound off with: **"TEAM" "Entering"** or **"Exiting"**, wait for **"Granted"**)

### SCENARIO TRAINING RULES
(Non-Lethal Training)

1. No unauthorized firearms, ammunition, or knives will be carried into the scenario training zone. (Students will be triple checked)
2. No live chemical agents, batons, or Tasers will be carried into the scenario training zone unless authorized by the Instructor. (Triple checked)
3. When using blanks, marking cartridges, or distraction devices, use only those that have been issued, and check to ensure they are intact.
4. When using blanks and marking cartridges, no groin, or head shots. No shots at any persons, within three feet.
5. Issued protective gear, face shields, head, neck protection, padding, etc. must be worn at all times unless directed by the instructor.

6. Students will **immediately** cease activities when a sharp sustained blast of a whistle, or the instructor yelling "**FREEZE**", or any participant announcing, "**CEASE FIRE**" or "**RED**".
7. No unauthorized personnel inside the scenario training zone.
8. Non-Lethal Training Ammunition or Air Soft may only be deployed when under the supervision of a person certified in Non-Lethal Training Ammunition or Air Soft.
9. Personnel leaving the training zone must notify an Instructor prior to & returning to the training zone & must be triple checked.

## INVOLUNTARY MUSCLE REFLEX

An involuntary muscle contraction of the fingers and hands may occur if the shooter is startled, loses his or her balance, or exerts gripping pressure with the opposite hand. This reflex action may cause an unintentional discharge of the firearm if the trigger finger is not kept under the trigger guard or well above the trigger guard against the frame. (Keep your trigger finger under the trigger guard or well above the trigger guard against the frame until you decide to pull the trigger). This includes verbally challenging a suspect while covering them.

## LEAD HAZARD WARNING

1. Lead is a hazardous material that can be introduced into the body in numerous ways and has been linked to such Medical Conditions as Kidney Failure, Brain Damage, Fetal Abnormalities, and Impotence. It is important that you observe the following recommendations to protect yourself and those you may come in contact with from the dangers of Lead Toxicity.
2. Your hands will become contaminated by airborne Lead particles. Refrain from rubbing your Eyes, Nose, or Mouth until you have washed your hands in cool, soapy water.
3. Your clothes will become contaminated by airborne Lead particles. Avoid physical contact with others until you have bathed thoroughly and changed clothes. Wash your "Range Clothes" separately from other clothing.
4. Since airborne Lead can be inhaled, if you are currently nursing a child, you should not participate in the range training session and avoid the range environment.
5. Do not eat or drink while near the shoot house.
   Do not eat until you have washed your hands in cool, soapy water.
6. Do not smoke within 50 yards of the shoot house.
7. The recoil generated by the discharging of a Firearm travels easily through the body and has been shown to cause damage to unborn fetuses, therefore, if you are pregnant or believe you may be pregnant, you should not participate in range training sessions.
8. Personal prevention suits & respirators should be worn for personnel assigned to repair & clean out the Shoot House Bullet Traps. The bullet residue containing lead & copper should be collected in buckets to be recycled at a future date.

## SHOOT HOUSE INSTRUCTOR'S RULES

(Live Fire)

1. Only Certified Shoot House Instructors are authorized to use the Shoot House.
2. Inspect & report, prior to & after training, any Shoot House damage, or safety issues (Fire Extinguishers, First Aid Kit, possible fires, cleanness)
3. Read to & have the students sign the Shoot House Safety Rules & Attendance Sheet. (Hold Harmless Agreement if an outside agency)
4. Do **not** deploy chemical agents CS, CN, or OC, in or around the structure

5. Smoke Grenades can **only** be deployed outside of the structure & inside a steel & sand bucket.
6. Flash Bang, Diversionary Devices, may be used inside the structure.
7. (Check for sparks & embers before ending training)
8. Place shoot & no-shoot targets **only** on the bullet traps, **not** on walls (Bullet impacts **must** be below the red line & into the bullet traps)
   Place targets & bullet traps so **no** rounds impact above the red lines or within 2 feet of doors or doorways & not to exceed a 30-degree angle from the shooter.
9. Do **not** store extra targets inside the Shoot House during training (Stored targets should not be visible to students)
10. Bullet traps with excessive wear, bullet holes in the barrier, should **not** be used.
11. (Splashback ricochets will occur with conventional ammo, resulting in injury)
12. **Only** frangible rifle ammo will be used in rifles.
13. Test fire all rifle frangible ammo brands & lot numbers (**No** damage should occur to test plate with the longest barrel used)
14. **No** live fire shotgun use (Too damaging to bullet traps & walls)
15. **Only** pry bars, rams & hammers are to be used on exterior doors. (**No** hydraulic tools, torches, saws, or explosive devices)
16. Exterior, doors not being used, should be secured, preventing unauthorized entry.
17. Student Instructor ratio:
    a. New students: 1 Floor & 1 Catwalk Instructor to 1 student
    b. Experienced students: 1 Floor & 1 Catwalk Instructor to 2 person teams
    c. SWAT & Instructors: 1 Floor & 2 Catwalk Instructors to 4 or 6 person teams
18. We recommend the use of frangible ammunition for handguns. This is not mandatory.

## Addendum "II" Rappel Tower Usage

I. The following personnel and equipment are required to be present during rappel tow training.

1. One Rappel Master per rope station
2. One safety officer (SWAT Commander or designee)
3. An emergency plan
4. One belay man per rope station

II. Rappel tower preparation

1. All rope stations will be rigged with at least two anchor points. (The decision to use less than two anchor points rests solely with the Rappel Master. The decision will be based on the Rappel Master's experience and judgment). The first anchor knot will be the middle and/or end of the rope knot and the second will be the end of the rope anchor knot. Note: All slack will be taken out between the knot to create equal tension on the anchor points.
2. All ropes should be doubled for initial rappel training. Single lines may be used and offer tactical advantages during a critical incident.
3. All surfaces with sharp or rough spots that may contact the rope must be padded.

III. Inspection requirements. The Rappel Master is in charge of the tower and is responsible for visually and physically inspecting the rappel tower and every item of equipment before training commences.

IV. Safety Procedures.

1. The static tower will not be utilized during thunderstorms or excessively high winds. If the platform is slick from rain, the training will be delayed until conditions are safe. (At no time should the rappel tower be occupied when lightning is present).
2. Each rappeller will have all equipment checked by the Rappel Master. Once on the stairway, the rappellers will be directed to a rope station.
3. No more rappellers will be at a rope station than is considered safe by the Rappel Master.
4. The Rappel Master will ensure proper hook-up for rappelling.
5. Rappellers who appear to be experiencing uneasiness toward heights should train at lower heights until their confidence level warrants moving up.
6. The Rappel Master or Safety Officer will re-inspect all individual rappellers' equipment for proper donning and serviceability prior to ascending the tower and prior to descending the rope.
7. The Rappel Master will be secured to the static tower with a safety line.
8. Never will a rappeller descend without proper gloves on both hands.
9. At no time shall a team member step on the rope.
10. No bounding will be permitted due to the stress placed on the ropes and anchors.

## Addendum "III" Obstacle Course Usage

I. To help reduce unnecessary injury and determine if the USER can safely perform all of the required tasks it is recommended that the USER consult with a physician prior to using the Obstacle Course.

II. The USER shall have at least one other person present.

III. It is recommended the USER wear a long sleeve shirt and pants.

IV. The USER shall perform a walkthrough for hazards; exposed nails, bees, and wasps, and rotting boards before using the Obstacle Course.

# Melbourne City Council
# February 10, 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.17.h. |

**Subject:**
Training Facility Use Agreement between the Osceola County Sheriff's Office and the City of Melbourne for limited use of the Osceola County Sheriff's Office Training Facility.

**Background/Consideration:**
The Osceola County Sheriff's Office has offered use of their training facility to the Melbourne Police Department to conduct in-service, new hire and SWAT training.

The Training Facility Use Agreement is for the period of February 2, 2026 through September 30, 2026 and sets range fees at $25 per person, excluding instructors with a cap of $300 per day. There is funding in the Police Department's annual budget to cover the expenses for use of the facility. The agreement has been reviewed by the City Attorney.

**Fiscal/Budget Impact:**
Funding is available in account 42000521-534000 - Police Operations - Other Contract Services. The estimated cost for FY2026 is approximately $5,000.00.

**Requested Action:**
Approval of the Training Facility Use Agreement between the Osceola County Sheriff's Office and City of Melbourne for limited use of the Osceola County Sheriff's Office Training Facility and authorization for the City Manager to execute the agreement.

# Sheriff Christopher A. Blackmon

## OSCEOLA COUNTY SHERIFF'S OFFICE

2601 E. Irlo Bronson Memorial Hwy. Kissimmee, Florida 34744
Telephone: 407-348-1100 • www.osceolasheriff.org


Osceola County Sheriff's Office
Range Use Agreement
February 2, 2026

The Osceola County Sheriff's Office does hereby grant limited use of the Osceola County Sheriff's Office Training Facility, located at 3901 Arthur J. Gallagher Boulevard, Saint Cloud, Florida, 34771, to the agency listed below. The agreeing party / agency shall abide by the following criteria upon entering into this Range Use Agreement.

**Agency:** Melbourne Police Department

**Fiscal Year:** February 2, 2026, through September 30, 2026

The agreement shall remain in effect for a period of no more than one year not to extend past the end of each fiscal year ending on September 30th.

1. Range Fees are set at $25.00 per person, excluding instructors. There will be a cap of $300.00 per day. A cancellation fee of $50.00 will be charged for any non-cancelled scheduled training, if not cancelled at least one business day prior to the scheduled training. Cancellation notification must be made to sotraining@osceolasheriff.org. If the used area/range in found left unsatisfactory. A Training Staff member will make an attempt to contact the lead instructor to rectify the deficiency. If not properly cleaned etc. a cleanup fee of $50.00 may be imposed.
2. All parties using the facility must sign a Hold Harmless agreement at the facility annually.
3. Access shall be granted to a designated agency member to the Resources Scheduler to assist in scheduling of the training center resources/areas. A facility request web link will be provided and must be submitted and approved prior to use.
4. Prior to any scheduled training at the facility and agency member must check-in and complete require paperwork and obtain a range flag if required. Upon completion of training an agency member must check-out to return any paperwork and range flag if used.
5. The training areas/range shall be inspected prior to and upon completion of use by a member of the Training Unit. The agency must ensure that any training area used is cleaned, free of trash etc. and report any problems or concerns to the training staff.

Christopher A. Blackmon
Sheriff, Osceola County

_____

Entity: City of Melbourne, Florida
Agency: Melbourne Police Department

Signature: _____
Printed Name: _____
Manager: _____
Date: _____

# OSCEOLA COUNTY
# SHERIFF'S OFFICE

**Release and Waiver of Liability For**
**Osceola County Sheriff's Office Training Facility**

I, the undersigned, on behalf of the City of Melbourne Police Department, in consideration of the opportunity to visit the Osceola County Sheriff's Office Training Facility in Osceola County, Florida, and/or to use the facilities or equipment, or to participate in activities on Training Facility property, do hereby acknowledge having read, and agree to abide by the rules and regulations pertaining to use of the Osceola County Sheriff's Office Training Facility, hereinafter referred to as the "Training Facility", and acknowledge receipt of a copy of same; in addition I agree to the terms listed below.

The City of Melbourne hereby assumes the risk of personal injury or death or property damage or loss arising from Melbourne Police Department employees' presence at the Training Facility, the use of the facilities or equipment, or participation in activities on Training Facility property. This may include, but is not limited to, activities at any of the firearm ranges and the driving course.

The City of Melbourne understands the Training Facility is used for firearms training involving the use of live ammunition, and understands and accepts the inherent risks involved in the use of firearms with live ammunition, including but not limited to, stray bullets, fragmented bullets, ricocheted bullets or fragments, accidental discharges, lead dust inhalation, noise, airborne materials or objects, hearing damage, etc. The City of Melbourne further understands and accepts that said risks could result in injury, permanent disability, or death.

The City of Melbourne and the Osceola County Sheriff's Office acknowledge that each entity is an agency or subdivision of the State of Florida. Subject to the limitations contained in Sec. 768.28, Fla. Stat., the City of Melbourne agrees to release, hold harmless, indemnify, defend, and forever discharge the Sheriff of Osceola County, Florida ("Sheriff"), and the Sheriff's employees, agents, and representatives, from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorney's fees for trial and appeal, arising from or connected in any way with negligent acts or negligent failures to act committed by Melbourne Police Department employees while present at the Training Facility, while using the facilities or equipment, or while participating in activities on Training Facility property. This release and indemnity agreement includes damage to firearms, vehicles and/or any other personal property, and covers bodily injury and property loss, theft or damage incurred by the City of Melbourne and Melbourne Police Department employees. In agreeing to this provision, neither the City of Melbourne nor the Osceola County Sheriff's Office intends to waive any defense of sovereign immunity, or limits on damage to which it may be entitled under Sec. 768.28, Fla. Stat., or otherwise provided by law. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract, and the parties acknowledge that specific consideration has been exchanged for this provision.

Melbourne Police Department employee attendance at the Training Facility is related to their


Public-Unrestricted

training and employment by a law enforcement or government agency, and is authorized by the agency. While utilizing the Training Facility for firearms and law enforcement training, Melbourne Police Department employees shall be accompanied by certified instructors, and shall be considered on duty. The City of Melbourne shall be responsible for providing benefits to the same extent as for any job-related injury, which is the exclusive remedy of Melbourne Police Department employees.

The City of Melbourne authorizes the Osceola County Sheriff's Office and its employees or agents to seek emergency medical attention for Melbourne Police Department employees in the event of injury or medical emergency. The cost of said medical care or transportation shall be the responsibility of the City of Melbourne.

The City of Melbourne understands and agrees that Melbourne Police Department employees' presence at the Training Facility, use of the facilities or equipment, and participation in activities on Training Facility property may be terminated at any time by the Sheriff or designee.

This agreement shall be in effect for a period of 1 year, i.e., February 2, 2026 – September 30, 2026. This agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida, and if any portion is held invalid the balance shall continue in full legal force and effect. This agreement may only be amended or modified in writing and signed by the City of Melbourne and by an authorized agent of the Osceola County Sheriff's Office.

| | |
|---|---|
| SIGNATURE | DATE |
| PRINT NAME/TITLE | PHONE |
| ADDRESS | E-MAIL ADDRESS |
| Melbourne, FL 32901<br>CITY, STATE, ZIP<br>*(PRINT OR TYPE NAME, CITY, STATE, ZIP CODE)* | |

**Emergency Contact:**

| | |
|---|---|
| NAME | PHONE |
| NAME | PHONE |

Witness Signature: _____


Public-Unrestricted

# Melbourne City Council
# February 10, 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.18. |

**Subject:**
Items Removed From Consent Agenda

**Background/Consideration:**

# Melbourne City Council
# February 10, 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.19. |

**Subject:**
Annual Reconciliation for Melbourne Downtown Community Redevelopment Agency Fund Balance Appropriation.

**Background/Consideration:**
Section 163.387(7), Florida Statutes requires that, on the last day of a Community Redevelopment Agency's (CRA) fiscal year, any money remaining in a CRA trust fund after the payment of expenses shall be returned to the taxing authority, used to reduce indebtedness, deposited into an escrow account to reduce indebtedness or appropriated to a specific redevelopment project pursuant to an approved community redevelopment plan. Unspent funds are defined as an assigned or unassigned fund balance. Assigned fund balance includes carry-forward amounts for items encumbered in the previous fiscal year but not received until the current fiscal year.

In order to comply with Florida Statutes, during the Fiscal Year (FY) 2026 budget process, staff developed pro-forma year-end financial statements for the Melbourne Downtown CRA to estimate fund balances as of September 30, 2025. Those results were incorporated and adopted in the FY 2026 budget. The estimated fund balance was appropriated to the Holmes Park Plaza Public Space capital improvement project (CIP #13026), pursuant to an approved community redevelopment plan.

It was recommended in the recent audit by the Joint Legislative Action Committee (JLAC) that in the following fiscal year, reconciliation of the estimated fund balance and actual fund balance be brought to City Council and the CRA Board to amend the CRA's beginning fund balance for the current fiscal year. Reconciliation is presented below and reflects the budget amendments required to address the difference between estimated and actual fund balances. The difference is recommended to be appropriated to Reserves for Future Projects. Use of the Reserve for Future Project accounts is reflective of capital projects being reported within the CRA trust funds as opposed to prior fiscal years.

| CRA | Estimated Fund Balance | Actual Fund Balance | Difference | Required Budget Amendment |
|---|---|---|---|---|
| **Melbourne Downtown CRA** | $516,189 | $842,020 | $325,831 | $325,831 |
| Appropriate to Reserves for Future Projects (56100552-590340) | | | | |

*Prior Year Encumbrance Carry Forward*
Appropriation of prior year encumbrances carried forward was completed administratively. These

encumbrances represent purchases ordered in FY 2025, but not received until FY 2026. The Melbourne Downtown CRA's encumbrances carried forward totaled $3,080.23.

**Fiscal/Budget Impact:**
The net change to the Melbourne Downtown CRA FY 2025 budget is $325,831.

**Requested Action:**
a. Approval of Resolution No. 4398.

b. Approval of Resolution No. 4399.

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

c. Approval of Resolution No. 4400.

*Council will reconvene for the remaining items.*

RESOLUTION NO. 4398

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

**ATTACHMENT "A"**

| MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT FUND | | | | INCREASE/ DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|
| ***Reconciliation of Year-End FY 2025 Fund Balance*** | | | | | |
| *(Transfer to Operating Reserves)* | | | | | |
| Revenue | | | | | |
| 5613870 | 387035 | Appropriation from FB PY Surplus | | 325,831 | 325,831 |
| | | | Total | 325,831 | |
| Expenditure | | | | | |
| 56100552 | 590340 | Reserve Future Project | | 325,831 | 325,831 |
| | | | Total | 325,831 | |
| | | **Total Melbourne Downtown CRA Fund** | | **325,831** | |

RESOLUTION NO. 4399

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4376; IMPLEMENTING BUDGET ADJUSTMENT RECOMMENDATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 24, 2025, the City of Melbourne adopted Resolution No. 4376 providing for adoption of the Melbourne Downtown Community Redevelopment Agency'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 Melbourne Downtown Community Redevelopment Agency's 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

Resolution No. 4399

**ATTACHMENT "A"**

| MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT FUND | | | | INCREASE/ DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|
| ***Reconciliation of Year-End FY 2025 Fund Balance*** | | | | | |
| *(Transfer to Operating Reserves)* | | | | | |
| Revenue | | | | | |
| 5613870 | 387035 | Appropriation from FB PY Surplus | | 325,831 | 325,831 |
| | | | Total | 325,831 | |
| Expenditure | | | | | |
| 56100552 | 590340 | Reserve Future Project | | 325,831 | 325,831 |
| | | | Total | 325,831 | |
| | | **Total Melbourne Downtown CRA Fund** | | **325,831** | |

RESOLUTION NO. 4400

A RESOLUTION OF THE GOVERNING BODY OF THE MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY, AMENDING RESOLUTION NO. 4378; IMPLEMENTING BUDGET ADJUSTMENT RECOMMENDATIONS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on September 24, 2025, the City Council, as the Melbourne Downtown Community Redevelopment Agency (CRA), pursuant to the Special District Act, adopted Resolution No. 4378 providing for adoption of the Melbourne Downtown Community Redevelopment Fund 2025-2026 budget; and

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

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA AS THE GOVERNING BODY OF THE MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. That the Melbourne Downtown Community Redevelopment Agency's budget for the fiscal year commencing October 1, 2025 is hereby amended by the amounts identified in Exhibit A.

SECTION 2. That pursuant to the Special District Act, the City Council, as the Melbourne Downtown CRA, does hereby approve the attached budget amendment to the Melbourne Downtown Community Redevelopment Fund 2025-2026 budget.

SECTION 3. That this resolution shall take effect immediately upon its adoption by the Agency in accordance with the Charter of the City of Melbourne.

SECTION 4. That this resolution was duly adopted at a regular meeting of the governing body of the Melbourne Downtown Community Redevelopment Agency on the day of , 2026.

BY:_____
Paul Alfrey, Chair

ATTEST:

_____
Kevin McKeown, City Clerk

Attachment: Exhibit “A”

Resolution No. 4400

**ATTACHMENT "A"**

| MELBOURNE DOWNTOWN COMMUNITY REDEVELOPMENT FUND | | | | INCREASE/ DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|
| ***Reconciliation of Year-End FY 2025 Fund Balance*** | | | | | |
| *(Transfer to Operating Reserves)* | | | | | |
| Revenue | | | | | |
| 5613870 | 387035 | Appropriation from FB PY Surplus | | 325,831 | 325,831 |
| | | | Total | 325,831 | |
| Expenditure | | | | | |
| 56100552 | 590340 | Reserve Future Project | | 325,831 | 325,831 |
| | | | Total | 325,831 | |
| | | **Total Melbourne Downtown CRA Fund** | | **325,831** | |

# Melbourne City Council
# February 10, 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.20. |

**Subject:**
FY2026 First Quarter Budget Review

**Background/Consideration:**
Each quarter, staff reviews the City's budget in comparison to actual revenue collections and expenditures in order to track the progress of the financial condition of the City. The attached report covers the first quarter of Fiscal Year (FY) 2026, which includes activity from October 1, 2025 to December 31, 2025 and includes staff observations on financial trends and details regarding recommended budget modifications.

Net changes recommended to fund budgets in the first quarter budget review are as follows:

| Fund | Amendment |
|---|---|
| General Fund | $30,320 |
| Capital Improvement Fund | $555,015 |
| **Total** | **$585,335** |

**Fiscal/Budget Impact:**
The attached resolution recognizes revenue and expenditure adjustments as described in the budget report. The budget impact is a net increase of $585,355.

**Requested Action:**
Approval of Resolution No. 4401.

**MEMORANDUM**

To: Jenni Lamb, City Manager

Thru: Ross McGinn, Director of Finance

From: Marla S. Keehn, Management & Budget Officer

Date: January 28, 2026

Subject: Fiscal Year 2026 First Quarter Budget Review

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## Summary

Each quarter, staff reviews the City's budget in comparison to actual revenue collections and expenditures in order to track the progress of the financial condition of the City. During quarterly reviews budget adjustments may be requested to address issues that arise during the fiscal year. This report covers the first quarter of the 2026 fiscal year, which includes activity from October 1, 2025, to December 31, 2025.

Typically, first quarter reviews are comprised primarily of carry-forward balance adjustments, budget corrections, recognition of revenue not included in the adopted budget, and adjustments to Capital Improvement projects.

Budget amendments totaling $9,041,472 across all operating funds to recognize prior year encumbrances carried forward to the current year have been made administratively as authorized by Resolution No. 4375, which is the resolution that adopted the FY2026 budget. Encumbrances carried forward represent purchases ordered in FY2025 but not received until FY2026.

The net changes recommended to Fund budgets in the First Quarter Review are:

| Fund | Amendment |
|---|---|
| General Fund | $ 30,320 |
| Capital Improvement Fund | $555,015 |
| **Net Total** | **$585,335** |

Noteworthy funds and those requiring budget amendments are discussed below.

## General Fund

General Fund revenue collections through the first quarter of the year are generally performing within budget expectations, with a few notable variances that staff will continue monitoring. At this time no adjustments to revenue budgets are recommended given the limited number of data points collected in FY 2026 so far.

Of the notable early variances, both of the City's electricity-based revenue streams, the Electric Franchise Fee and the Electric Utility Tax, are performing ahead of FY 2025 as anticipated due to the 2025 Storm Surcharge on Florida Power & Light bills covering the period of October through December. December is the last month the 2025 Storm Surcharge will be collected, however the Public Service Commission approved a new four-year rate tariff for Florida Power & Light covering 2026 – 2029. Staff anticipates the net effect of the two to cause collections for January through September to fall behind FY 2025 levels, absent a significant market disruption like a prolonged spike in natural gas prices.

Staff have also noted early negative variances in the City's Sales Tax, Local Option Gas Tax, and Communication Service Tax revenues when compared to prior year activity.

Sales Tax revenue streams, like the Half-Cent Sales Tax, the State Revenue Sharing – Sales Tax, and the Local Option Gas Tax were expected to decline from the prior fiscal year due to the population-based formulas determining the City's share of these revenues collected within Brevard County. While limited data is available to appropriately assess the underlying drivers of these revenues, the initial collections in the first quarter were softer than anticipated. Given the limited information, staff is not recommending any changes in forecast at this time, but will continue to monitor these revenues for new developments.

Unlike the population-based revenues, Communication Service Tax revenues were anticipated to continue to grow based on strong growth in the previous three fiscal years. So far in FY 2026, the initial disbursements have trailed FY 2025 activity unexpectedly. Monthly disbursements are often influenced by audits of returns performed by Department of Revenue staff periodically, so with the limited data available, staff is not recommending any changes in forecast, but will continue to monitor this revenue for new developments.

While interest has not yet been allocated down to each individual fund, the overall portfolio performance continues to benefit from the elevated interest environment. With the Federal Funds Rate dropping from a peak target of 5.5% at the end of FY 2024 to the current target rate of 3.75%, this revenue stream has been a positive variance over the previous few years, but the City has prudently not tied significant recurring costs to interest given the uncertainty of Federal monetary policy moving forward.

General Fund Amendments & Transfers:

- Information Technology: A budget transfer of $25,955 from the Building Fund and $4,365 from the Water & Sewer Fund to reimburse the Information Technology Division's budget for the purchase of computer software and hardware is requested. These items were not originally included in the Information Technology Department's FY2026 budget; therefore, a budget transfer is necessary so that information technology-related costs remain accounted for within the Information Technology budget.

## Golf Course Fund

In FY2026, golf operations will continue to operate within the newly established special revenue fund, allowing for improved transparency and accountability in tracking the financial performance of both Crane Creek Reserve and Harbor City Golf Courses. The separation from the General Fund provides a clearer picture of how golf operations impact City resources while enabling staff to focus on maintaining cost control and operational efficiency.

Golf activity in the first quarter reflected a strong start to the fiscal year, particularly when compared to the same period in FY2025. Although both courses experienced limited weather-related impacts in October—resulting in temporary closures and restrictions—overall operations remained strong and demand during peak season produced favorable financial results.

Crane Creek Reserve Golf Course generated $480,621 in revenue during the quarter, with expenditures of $350,980, resulting in an operating surplus of $129,641. In October, the course was restricted to walking-only play for eight days due to weather conditions; however, steady participation during the remainder of the quarter contributed to improved financial performance. The Crane Creek Restaurant also reported positive results, generating a surplus of $14,051 on $41,956 in revenue and $27,905 in expenditures.

Harbor City Golf Course recorded $360,556 in revenue and $378,181 in expenditures, resulting in a modest operating deficit of $17,625 for the quarter. In October, the course was restricted to walking-only play for seven days and fully closed for two days due to weather-related conditions. Despite these impacts, revenues remained stable, while expenditures reflect routine early-year operating and maintenance costs associated with peak season play. The Harbor City Restaurant continued to perform well, generating a surplus of $17,367.

During the first quarter of FY2026, combined golf operations generated total revenue of $913,016 and expenditures of $769,582, resulting in a net fund surplus of $143,434, excluding encumbrances. This represents a notable improvement over the first quarter of FY2025, which was materially impacted by the closure of Crane Creek Reserve and the associated loss of operating revenue.

Overall, first-quarter results demonstrate continued progress toward stabilizing golf course operations. While October weather conditions resulted in limited closures and play restrictions, the return of Crane Creek Reserve to full service and continued operational stability at Harbor City strengthened overall financial performance.

**GOLF COURSES**
**FY2026 ANALYSIS OF REVENUE AND EXPENDITURES**
**OCTOBER 1, 2025 THROUGH DECEMBER 31, 2025**

| Golf Course Fund | FY2026 Revenue Collected | FY2026 YTD Expenditures[1] | Surplus/Deficit |
|---|---|---|---|
| Crane Creek Reserve GC | $480,621 | $350,980 | $129,641 |
| Crane Creek Restaurant | 41,956 | 27,905 | 14,051 |
| Harbor City GC | 360,556 | 378,181 | (17,625) |
| Harbor City Restaurant | 29,883 | 12,516 | 17,367 |
| **Totals** | **$913,016** | **$769,582** | **$143,434** |
| [1]Excluding Encumbrances | | | |

Budget amendments to the Golf Course fund are not recommended at this time.

## Water & Sewer Fund

As of the end of the first quarter of FY2026, Water & Sewer revenue collections are at 26.15%, which is within normal budgetary parameters for this point in the fiscal year. Staff anticipates revenues will continue to track in line with budget projections as the year progresses.

Operating expenditures, including encumbrances, are at 32.9% and are generally consistent with expected spending patterns early in the fiscal year, particularly given the ongoing operational demands and scheduled capital activity. While overall expenditures remain within budget expectations, staff is closely monitoring specific cost areas that have experienced recent increases, including expenses related to capital projects.

As previously noted, several capital projects remain underway and are funded through a combination of user fees, bond proceeds, and SRF loans. Staff continue to actively manage project timelines and funding strategies to ensure expenditures are aligned with construction progress and financial priorities, supporting the City’s long-term fiscal stability.

Budget amendments to the Water & Sewer Fund are not recommended at this time.

## Capital Improvement Fund

Following are recommended adjustments to the Capital Improvement Fund, some of which were discussed above.

### General Projects – Fund 311

- Anchor Limitation Areas (CIP #18026): The City has numerous residences that have docking facilities along the Eau Gallie River and the Indian River Lagoon where significant recreational boating traffic is observed. Complaints have been fielded from the public regarding abandoned vessels or anchored vessels for longer than normal periods. To address these concerns, staff recommends creation of a project that aims to establish designated areas for anchoring for limited periods of time in order to provide safe navigable waterways. The scope of work includes the installation of marine-treated wood pilings, buoys, and informational signage. Staff recommends a budget amendment in the amount of $70,000 from General Fund Unappropriated Budget Savings Project #10099 to establish funding for the project.

- City Hall Security Improvements (CIP #10925): Funding for City Hall security cameras was allocated during the FY2025 second quarter budget review. During discussion related to the security camera project, staff identified the need for increased security efforts in City Hall, including implementation of an access control system, similar to the system being used at the Police Department. The scope of work for this project includes the installation of card readers and controllers at all exterior doors of City Hall, interior department entry doors and inside the elevators. The security camera portion of the project includes replacement of all existing security cameras and installation of additional cameras in multiple locations. A budget adjustment of $160,000 is recommended.

- Front St. Dock Repair/Replace (CIP #14223): Design of the Front Street boat ramp has been complete. The estimated cost of construction is $1,854,000, which includes reconstruction of the docks (including ADA improvements on one dock), demolition and installation of a new upland concrete ramp, articulated block installation and a portion of full-depth asphalt. Staff intends to apply for Florida Inland Navigation District (FIND) 2026-2027 Waterways Assistance Program grant for 50% of the project cost. A 50% match of $927,000 is required to be appropriated prior to submission of the grant application.

  To meet the City's match requirement, the City will leverage a $500,000 legislative appropriation recently awarded, along with the existing General Fund appropriation of $310,000. A budget amendment is requested to appropriate funding for the remaining match requirement of $117,000 utilizing Recreation Impact Fees.

**Recreation Projects – Fund 371**

- Pickleball Courts at Jimmy Moore (CIP #70025): Work is currently in progress to convert 4 tennis courts to 12 pickleball courts. It has been determined that due to depth and extent of surface depressions, to minimize water retention/ponding, and improve surface performance prior to the coating, and additional 130 gallons of acrylic patch binder is required. A budget amendment of $4,450 is requested to supplement the project budget with additional recreation impact fees.

**Water & Sewer Projects – Fund 413**

- SWTP Inclined Belt Conveyer System (CIP #31021): This project was established in FY2021 with an approved budget of $230,000 to fund upgrades to the Surface Water Treatment Plant (SWTP) Inclined Belt Conveyor System. The project was originally requested to replace the existing system with a taller and more efficient conveyor. In light of multiple large-scale improvement projects currently underway at the SWTP, staff has determined that it is more appropriate to either incorporate this improvement into a future CIP project or re-evaluate the need as part of a broader residuals handling strategy**.** As no additional activities are planned under this standalone project, staff recommends that this project be formally closed and the unspent funds be transferred to Project No. 30099 – Unappropriated Budget Savings for future reallocation.

- Unappropriated Project Savings (CIP #30099): An increase of $412,975 is requested to recognize interest on the Series 2023 W&S Revenue Bond proceeds. These funds will be administratively programmed to fund shortfalls in existing bond-funded projects as needed.

**Stormwater Projects – Fund 430**

- Apollo Blvd/General Aviation Dr. Baffle Box (CIP #20019): This project includes the installation of a second-generation baffle box that will provide treatment for a drainage basin located near the intersection of Apollo Boulevard and General Aviation Drive. The project is currently under construction and is partially funded with The Save Our Indian River Lagoon Project funding. The City was notified by Brevard County that this project was eligible for an inflationary adjustment of $20,590. A budget amendment is necessary to recognize the additional funding.

**Recommendation**

Approval of first quarter budget recommendations.

RESOLUTION NO. 4401

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, an analysis of the first quarter’s revenue and expenditures has indicated that certain adjustments are necessary in the amounts identified in Exhibit “A.”

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the budget for the fiscal year commencing October 1, 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”

**ATTACHMENT "A"**

| GENERAL FUND (001) | | | | INCREASE/ DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|
| **Information Technology** | | | | | |
| *(Transfer from Building/Water & Sewer Fund)* | | | | | |
| Revenue | | | | | |
| 1303412 | 341909 | Information Technology Charge | | 30,320 | 1,252,740 |
| | | | Total | 30,320 | |
| Expenditure | | | | | |
| 13000516 | 552020 | Computer Software | | 24,500 | 2,040,406 |
| 13000516 | 552025 | Computer Equipment | | 5,820 | 300,629 |
| | | | Total | 30,320 | |

| BUILDING FUND | | | | INCREASE/ DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|
| *(Transfer to General Fund - Information Technology)* | | | | | |
| Expenditure | | | | | |
| 55100524 | 590310 | Contingency | | (25,955) | 572,581 |
| 55100524 | 534110 | IT Service Charge | | 25,955 | 195,767 |
| | | | Total | 0 | |
| | | **Total Building Fund Amendments** | | **0** | |

| WATER & SEWER FUND | | | | INCREASE/ DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|
| *(Transfer to General Fund - Information Technology)* | | | | | |
| Expenditure | | | | | |
| 94100536 | 590310 | Contingency | | (4,365) | 473,833 |
| 94100536 | 534110 | IT Service Charge | | 4,365 | 991,498 |
| | | | Total | 0 | |
| | | **Total Water & Sewer Fund Amendments** | | **0** | |

| CAPITAL IMPROVEMENT FUND | | | | | INCREASE/ DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|
| ***GENERAL PROJECTS (311 & 312)*** | | | | | | |
| **18026 - Anchor Limitation Areas** | | | | | | |
| Revenue | | | | | | |
| 318810 | 381000 | 18026 | Inter In (001) General Fund | | 70,000 | 70,000 |
| | | | | Total | 70,000 | |
| Expenditures | | | | | | |
| 31337 | 546990 | 18026 | Infrastructure | | 70,000 | 70,000 |
| | | | | Total | 70,000 | |
| **10925 - City Hall Security Improvements** | | | | | | |
| Revenue | | | | | | |
| 312810 | 381000 | 10925 | Inter in (001) General Fund | | 160,000 | 300,000 |
| | | | | Total | 160,000 | |
| Expenditures | | | | | | |
| 31220 | 564000 | 10925 | Machinery & Equipment | | 160,000 | 300,000 |
| | | | | Total | 160,000 | |
| **10099 - Unappropriated Budget Savings** | | | | | | |
| *(Transfer to CIP 18026 & 10925)* | | | | | | |
| Revenue | | | | | | |
| 310810 | 381000 | 10099 | Inter In (001) General Fund | | (230,000) | 232,915 |
| | | | | Total | (230,000) | |
| Expenditures | | | | | | |
| 31019 | 590300 | 10099 | Unappropriated Budget Savings | | (230,000) | 242,755 |
| | | | | Total | (230,000) | |
| **14223 - Front St. Dock Repair/Replace** | | | | | | |
| Revenue | | | | | | |
| 317810 | 381017 | 14223 | Intra In (371) Recreation | | 117,000 | 511,300 |
| | | | | Total | 117,000 | |
| Expenditures | | | | | | |
| 31772 | 565130 | 14223 | Infrastructure - Piers & Docks | | 117,000 | 786,300 |
| | | | | Total | 117,000 | |

| CAPITAL IMPROVEMENT FUND | | | | | INCREASE/ DECREASE | REVISED BUDGET |
|---|---|---|---|---|---|---|
| ***RECREATION PROJECTS (371)*** | | | | | | |
| **70025 - Pickleball Courts at Jimmy Moore** | | | | | | |
| Revenue | | | | | | |
| 377870 | 387006 | 70025 | Intra In (371) Recreation | | 4,450 | 104,450 |
| | | | | Total | 4,450 | |
| Expenditures | | | | | | |
| 37772 | 563000 | 70025 | Improvements Other Than Building | | 4,450 | 104,450 |
| | | | | Total | 4,450 | |
| ***WATER & SEWER PROJECTS (413)*** | | | | | | |
| **31021 - SWTP Inclined Belt Conveyer System** | | | | | | |
| Revenue | | | | | | |
| 413870 | 387028 | 31021 | Intra in (419) W&S | | (230,000) | 0 |
| | | | | Total | (230,000) | |
| Expenditures | | | | | | |
| 41333 | 563000 | 31021 | Improvements Other than Building | | (230,000) | 0 |
| | | | | Total | (230,000) | |
| **30099 - Unappropriated Project Budget Savings** | | | | | | |
| *(Transfer from closed projects & interest appropriation)* | | | | | | |
| Revenue | | | | | | |
| 413870 | 387028 | 30099 | Intra in (419) W&S | | 230,000 | 2,799,199 |
| 413870 | 387029 | 30099 | Intra in (419) 23 Bond Interest | | 412,975 | 412,975 |
| | | | | Total | 642,975 | |
| Expenditures | | | | | | |
| 41336 | 590300 | 30099 | Unappropriated Budget Savings | | 642,975 | 3,212,174 |
| | | | | Total | 642,975 | |
| ***STORMWATER PROJECTS (430)*** | | | | | | |
| **20019 - Apollo Blvd/General Aviation Dr. Baffle Box** | | | | | | |
| Revenue | | | | | | |
| 433384 | 338002 | 20019 | Save Our Lagoon (SOIRL) Trust | | 20,590 | 421,774 |
| | | | | Total | 20,590 | |
| Expenditures | | | | | | |
| 43338 | 563000 | 20019 | Improvements Other Than Building | | 20,590 | 2,324,774 |
| | | | | Total | 20,590 | |
| | | | **Total Capital Improvement Fund Amendments** | | **555,015** | |

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | Community Development |
| Presenter: | Cindy Dittmer |
| Council District: | 3 |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | Yes |
| Public Hearing: | Yes |
| Item Number: | C.21. |

**Subject:**
Local Historic Designation - 2015 Bryan Street

**Background/Consideration:**
This is a request for approval of an application for Local Historic Designation of a single-family residence located at 2015 Bryan Street submitted by the owners, Robert L. and Lynn S. Maffie. The owners are seeking a Local Historic Designation for the single-family residence, and the request does not include other structures on the property or landscape features.

The site is approximately 0.24 acres in size and has a zoning classification of R-1A (Single family Low Density Residential) with a Future Land Use designation of Low Density Residential. The residential building was built in 1925, and was part of the Palm Gardens Subdivision, established in 1924.

The designation report outlines the required criteria for designation as established in Section 20-266 of Melbourne City Code. The 2015 Bryan Street property is significant in Melbourne's history and architecture, as it possesses an integrity of location, design, setting, materials and workmanship, and it meets the following criteria contained in Section 20-266 of the Preservation of Historic Resources and Districts, Archaeological Sites and Zones:

- It recognizes the quality of design and construction, and it embodies the distinctive characteristics of an architectural type, period, style, or method of construction.

At their regular meeting on August 20, 2025, the Historic and Architectural Review Board (HARB) directed the Historic Preservation Officer and staff to prepare the designation report and schedule a public hearing.

At a public hearing on November 19, 2025, the Historic and Architectural Review Board reviewed the designation report, considered the designation of 2015 Bryan Street, and voted unanimously (5-0) to accept the designation report and recommend that City Council pass a resolution to approve HARB2025-0024 for a Local Historic Designation.

A copy of the designation report has been included for City Council's review. In accordance with

Section 20-266(h), City Council may take the following action: approval, denial, or approval with conditions.

**Fiscal/Budget Impact:**
N/A

**Requested Action:**
Approval of Resolution No. 4402.

# MEMORANDUM

**TO:** Jenni Lamb, City Manager

**FROM:** Cindy Dittmer, Community Development Director

**RE:** Local Historic Designation for 2015 Bryan Street (HARB2025-0024)

**DATE:** January 16, 2026

---

This is a request for approval of a resolution to grant a Local Historic Designation to a property located at 2015 Bryan Street, Melbourne, Florida 32901.

**Background**
An application for Local Historic Designation of a single-family residence located at 2015 Bryan Street was submitted by the owners, Robert L. and Lynn S. Maffie. The owners are seeking a Local Historic Designation for their single-family residence, as indicated on the notarized owner consent form. The request does not include other structures on the property or landscape features.

A Local Historic Designation request must meet the requirements of Chapter 20, Article VIII, Section 20-266, City Code, as follows:

*"Consistent with the criteria established by the National Register of Historic Places, the historic preservation board shall recommend for designation on the city register of historic places as individual historic resources, historic districts, archaeological sites and zones, those places, buildings, structures, objects, landscape features, archaeological sites, archaeological zones, and other improvements that are significant in the city's history, architecture, archaeology and culture, and that possess integrity of location, design, setting, materials, workmanship or association; and that meet one or more of the following criteria:*

1) *Is associated with **events** that have made significant contributions to the pattern of history in the Melbourne, Brevard County, the state or the nation; OR*
2) *Is associated with the **lives of persons significant in our past**; OR*
3) *Represent the distinctive characteristics of an **architectural type, period, style**; or contain elements of **design or craftsmanship** of outstanding quality; OR*
4) *Has yielded, or is likely to yield, historical or pre-historical information.*

Review of the application finds the site is approximately 0.24 acres in size with a zoning classification of R-1A, which is "intended to apply to an area of single-family residential development. Lot sizes and other restrictions are intended to protect and promote high quality residential development." The Future Land Use designation is Low Density Residential.

According to the information submitted with the application, the property was first owned by Howard and Maybelle Rowe. The property changed ownership numerous times until 1996, when the current owners, Robert and Lynn Maffie, purchased the property from James and Carol Benson.

The Brevard County Property Appraiser's record shows that the house was built in 1948. However, according to the Florida Master Site File completed for this property in 1990, the building was constructed circa 1925 in the Palm Gardens Subdivision, and is significant for its role in Melbourne's early residential development. The Florida Master Site file identified this date based on a comparison with buildings of similar size and design. The plat was recorded in 1924. Additional detailed property information is contained in the attached designation report.

The designation report outlines required criterion for designation as established in Section 20-266 of Melbourne City Code. The 2015 Bryan Street property is significant in Melbourne's history and architecture as it exemplifies Spanish Revival style architecture, with Mission and Mediterranean influence. And despite alterations, the home retains its original form, layout, and architectural style. It also possesses an integrity of location, design, setting, materials and workmanship, and it meets the following criteria contained in Section 20-266 of the Preservation of Historic Resources and Districts, Archaeological Sites and Zones:

- *It recognizes the quality of design and construction, and it embodies the distinctive characteristics of an architectural type, period, style, or method of construction.*

**Summary**
The preliminary application was accepted by the Historic and Architectural Review Board at their regular meeting on August 20, 2025, at which time, the Board directed the Historic Preservation Officer and staff to prepare the designation report and schedule a future public hearing.

At a public hearing on November 19, 2025 the Historic and Architecture Review Board reviewed the designation report and considered the designation of 2015 Bryan Street. The Board voted unanimously (5-0) to accept the designation report, and recommend that City Council pass a resolution to approve HARB2025-0024 for Local Historic Designation.

A copy of the designation report has been included for City Council's review. In accordance with Section 20-266(h), City Council may take the following action: approval, denial, or approval with conditions.

Staff has satisfied the notification requirements outlined within Melbourne City Code, Section 20-266(d).

**Recommendation:**
Approval of the resolution for the local historic designation of 2015 Bryan Street (HARB2025-0024).

RESOLUTION NO. 4402

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO THE HISTORIC AND ARCHITECTURE REVIEW BOARD CASE NUMBER HARB2025-0024; PROVIDING FOR THE DESIGNATION OF A STRUCTURE LOCATED AT 2015 BRYAN STREET AS A HISTORIC RESOURCE; MAKING FINDINGS; DIRECTING THE CITY CLERK TO RECORD THIS RESOLUTION IN THE PUBLIC RECORDS OF BREVARD COUNTY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Sections 20-260 through 20-270 of the Melbourne City Code, referred to as the Historic Preservation Code, created and established the Historic Preservation Board in and for the City of Melbourne and directed such Board to recommend properties satisfying certain criteria as historic resources to the City Council; and

WHEREAS, Robert L. and Lynn S. Maffie (hereinafter, the "Owners") own the structure located at 2015 Bryan Street, more specifically described as:

The structure upon:
Palm Gardens, Lots 10 and 11, except the North 26.5 feet of Lot 11, Block 3.

Parcel Identification Number: 28-37-03-55-3-10.

(such structure on such lot referred to hereinafter as the "Property"); and

WHEREAS, the Property is the only resource being sought for historic designation; and

WHEREAS, the Owners requested the City to consider the Property for local historic resource designation pursuant to the Historic Preservation Code; and

WHEREAS, pursuant to the Historic Preservation Code and identified as case number HARB2025-0024, the Historic Preservation Officer and staff prepared a designation report finding that the Property meets the appropriate criteria for designation as a historic resource; and

WHEREAS, pursuant to a properly noticed public hearing of case number HARB2025-0024 and the Historic Preservation Code, the Historic and Architectural Review Board voted to

recommend to the City Council approval of the Property as a historic resource; and

WHEREAS, the City Council finds that the recommended designation of the Property as a historic resource complies with the criteria set forth in Section 20-266 of the Historic Preservation Code, in that, the Property: is significant in Melbourne's history and architecture; possesses an integrity of location, design, setting, materials and workmanship; recognizes the quality of design and construction; and embodies the distinctive characteristics of an architectural type, period, style, or method of construction; and

WHEREAS, approval of this resolution is authorized pursuant to Section 20-266, Melbourne City Code, and pursuant to 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 recommendation of the City of Melbourne Historic and Architectural Review Board to designate the Property as a historic resource under case number HARB2025-0024 is hereby approved.

SECTION 2. That the City Clerk of the City of Melbourne is hereby authorized and directed to record this resolution designating the Property as a historic resource under case number HARB2025-0024 in the official Public Records of Brevard County, Florida.

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.

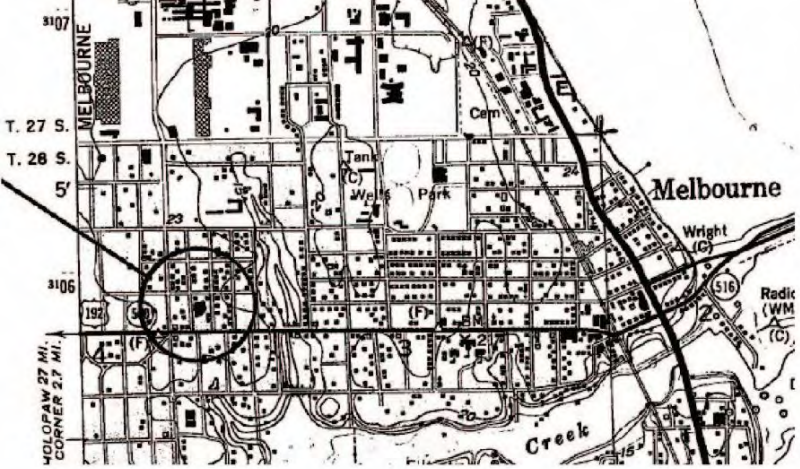
BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: 2015 Bryan Street – Local Designation Report November 2025

Resolution No. 4402



City of Melbourne
The Harbor City

# 2015 Bryan Street

## Local Designation Report

November 2025

# Table of Contents

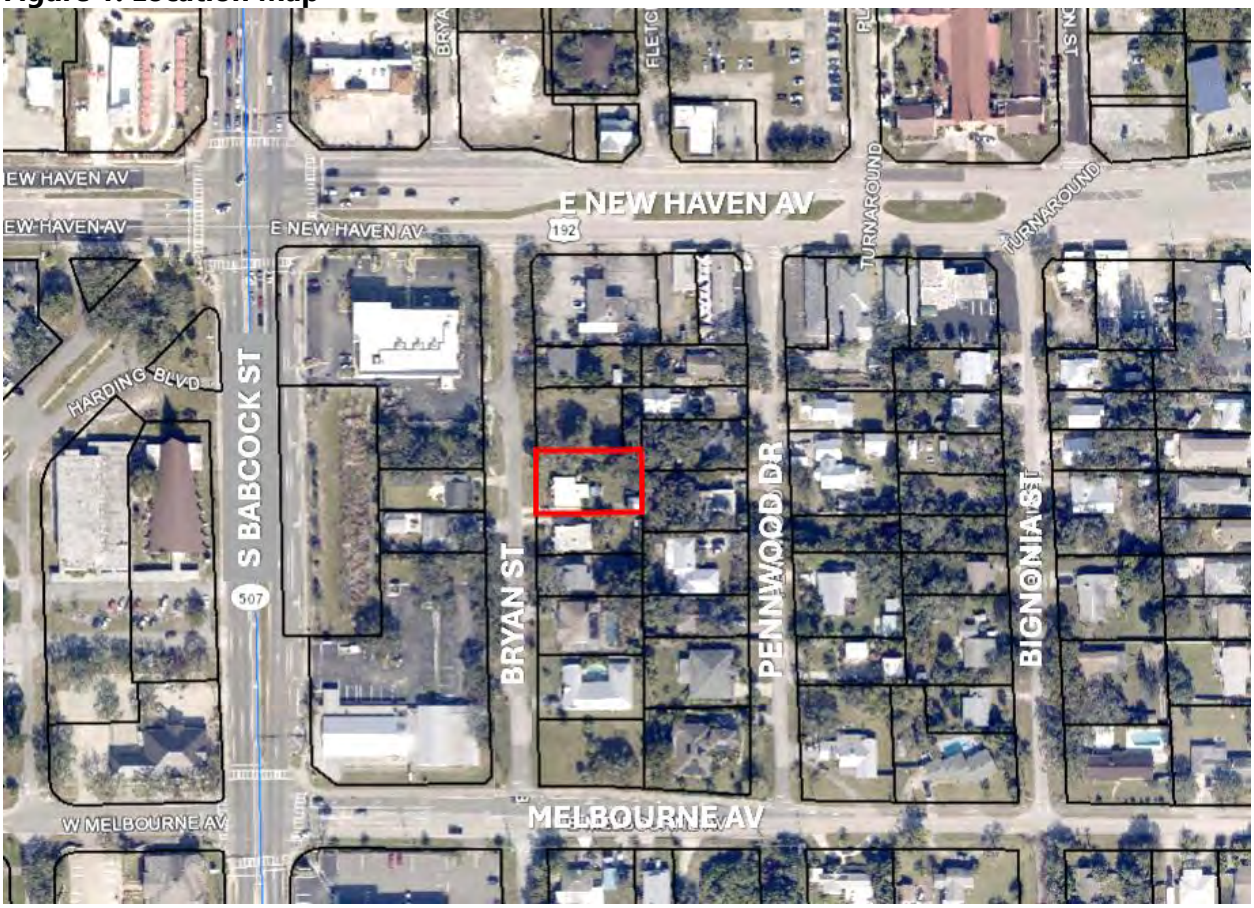
I. LOCATION ..... 1
II. GENERAL INFORMATION ..... 1
A. Name of the Property ..... 1
B. Brevard County Property Appraiser Information ..... 2
C. Ownership History of the Land ..... 2
D. Construction and Alterations ..... 2
1. Construction ..... 2
2. Additions and Alterations ..... 2
3. Construction Materials ..... 3
III. CONTEXTUAL HISTORY ..... 5
IV. PLANNING CONTEXT ..... 7
V. ARCHITECTURAL SIGNIFICANCE ..... 8
A. Property and Neighborhood Features ..... 8
B. Building Placement/Orientation ..... 8
C. Building Form and Architecture ..... 8
VI. ELIGIBILITY CRITERIA ..... 10
A. Integrity Issue ..... 10
B. Statement of Significance ..... 11
C. Designation Criteria ..... 11
VII. RECOMMENDATION ..... 11

# 2015 Bryan Street

## I. Location

The property is located at 2015 Bryan Street in the City of Melbourne. The property lies within a block bounded by Bryan Street to the west, East New Haven Avenue to the north, Pennwood Drive to the east, and East Melbourne Avenue to the south. **Figure 1** identifies the specific location of the property within the block.

**Figure 1: Location Map**




*Source: City of Melbourne GIS Data, 2025*

## II. General Information

The general information related to the 2015 Bryan Street property is as follows:

### A. Name of the Property

1. **Historic Names:** The property was previously known as "26 Magnolia Avenue."
2. **Current Name:** The property has a new address, so it is now known as "2015 Bryan Street."

## B. Brevard County Property Appraiser Information

1. **Property Address:** The address of the property is 2015 Bryan Street, Melbourne, Florida 32901.
2. **Present Owner:** The present owners of the property are Robert L. and Lynn S. Maffie.
3. **Present Use:** The property is currently used as a single-family residence.
4. **Zoning District:** The property is located in R1A – Low Density Residential zoning district, which is "intended to apply to an area of single-family residential development. Lot sizes and other restrictions are intended to protect and promote high quality residential development."
5. **Site Size:** The site is approximately 0.24 acres in size.
6. **Parcel Identification Number:** The parcel identification number of the property is 28-37-03-55-3-10.
7. **Tax Account Number:** The tax account number is 2818025.
8. **Boundary Description:** The site description is Palm Gardens, Lots 10 and 11, except the North 26.5 feet of Lot 11, Block 3.

## C. Ownership History of the Land

According to the information submitted with the application, the property was first owned by Howard and Maybelle Rowe. The property changed ownership numerous times until 1996, when the current owners, Robert and Lynn Maffie, purchased the property from James and Carol Benson. An approximate ownership history of the land is listed below.

- 1925 – 1955 (approximately): Howard B. Rowe and Maybelle L. Rowe
- Late 1950s – 1994: J. Lloyd and Pearl Sheetz
- 1994 - 1996: James C. Benson and Carol F. Benson
- 1996 - Present: Robert L. and Lynn S. Maffie

## D. Construction and Alterations

### 1. Construction

The Brevard Property Appraiser's record shows that the house was built in 1948. However, according to the Florida Master Site File completed for this property in 1990, the building was constructed circa 1925. The Florida Master Site file identified this date based on a comparison with buildings of similar size and design. The plat was recorded in 1924 (see **Figure 2**).

### 2. Additions and Alterations

The building has gone through several exterior alterations, as follows:

- **Circa 1925**: The house is constructed as a single-family residence in the Palm Gardens of "Goode Park" subdivision. The one-story structure features balloon-frame construction with Miami-Dade pine, exterior stucco walls, a stucco-clad chimney, flat roof with parapets, and a crawl space foundation. The projecting front chimney is centrally located on the front facade. A concrete walkway leads to the recessed entry. According to the applicant, a pole barn was originally located on the property.

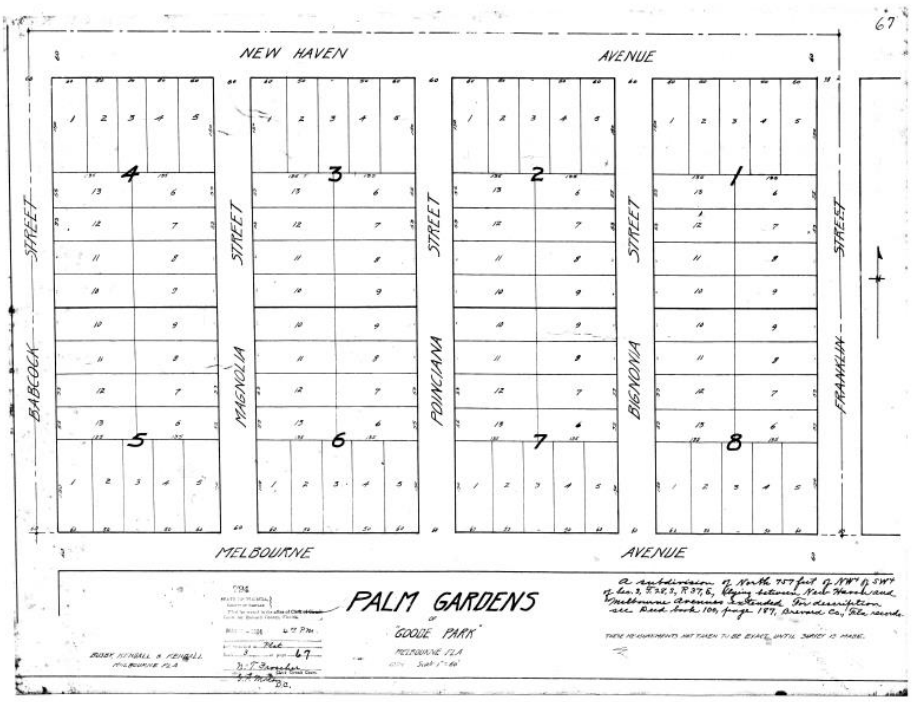
- **Late 1950s**: The rear porch is enclosed, and a block sun porch is added to the back of the house. French doors on the north side of the home are removed and replaced with windows.
- **2003-2004**: The current owners replace all windows and doors throughout the residence with impact-resistant windows.
- **Other modifications**: It is uncertain when the red metal awnings simulating barrel tile were installed above the front door and windows or when the decorative medallion was added to the chimney. They were not part of the residence when it was surveyed in 1990.

### 3. Construction Materials

The residence was built using balloon-frame construction with Miami-Dade pine. The exterior walls are finished with textured stucco, and the flat roof is surrounded by a shaped parapet. The building rests on pier foundations. The crawl space is enclosed by stucco walls that extend to the ground, with only a few vents providing ventilation. A concrete walkway leads to the recessed main entrance. The rear of the home features a block sun porch, which was added in the 1950s when the original rear porch was enclosed.

The original materials and type of windows around the house are not known. When the Florida Master Site Fle was completed in 1990, the house had awning windows. They are now impact-resistant, double-pane, windows with aluminum frames. According to the applicant, several original windows are stored in the enclosed pole barn. Metal awnings resembling barrel tile roofs are located above the front door and windows.

**Figure 2: Palm Gardens Plat**




*Source: Brevard County Property Appraiser, 2025*

**Figure 3. Transformations Over the Years (1990 and 2025)**

*Source: Florida Master Site File, BR01606 (1990 photo); City of Melbourne (2025 photo).*

# III. Contextual History

The house at 2015 Bryan Street was built in 1925 in the town that was known as Melbourne. Melbourne is located on a natural harbor on the Indian River Lagoon which was originally named "Crane Creek". In the 1880s, the first official subdivisions were recorded in the Village of Eau Gallie and Town of Melbourne; in 1884, William Gleason filed the Eau Gallie Village Plat; and in 1886, William Camp filed the first plat of Melbourne.[1]

The Town of Melbourne was incorporated on December 22, 1888, adopting a corporate seal that included a pineapple plant, a crane, and a palmetto tree[2]. Before its incorporation, Melbourne was named for its first postmaster, Cornthwaite John Hector, an Englishman who was said to have come from Melbourne, Australia[3].

As in many other Florida cities, the growth of Melbourne and neighboring Eau Gallie would not begin in earnest until the arrival of the railroad. Henry Flagler's Florida East Coast Railway arrived in Eau Gallie in 1893, and just months later was extended to Melbourne. Flagler's tracks would continue their march down the east coast, arriving in Miami in 1896, and to Key West in 1912. The railroad brought tourists, settlers, and an inestimable boost to the region's economy, as produce and timber could now be shipped to out-of-state markets.

Melbourne developed steadily during the 1880s and first half of the 1890s. The coming of the Florida East Coast railway brought a period of significant development within Melbourne. The financial profit in the citrus grove industry attracted a number of settlers to Melbourne. During the 1890s, a large number of residential buildings were built along Riverview Drive and Melbourne Avenue. To service the community needs, Melbourne's commercial area started growing north of Crane Creek along Front Street. Some of the businesses included merchandise stores, a meat market, a newspaper, lumber yards, hotels, telegraph and post office. The local economy, however, suffered from serious devastating freezes during the winter of 1894-1895, which killed citrus groves and other crops in the area.

In 1892 William H. Powell resubdivided the lots along Indian River Avenue, Lincoln Avenue, Palmetto Avenue, Strawbridge Avenue, and New Haven Avenue. The 2015 Bryan Street property is located in the Palm Gardens Subdivision of Melbourne Plat that was approved in 1892[4].

Between 1896 and 1920, the area recovered from the devastating effects of the freezes. The replanting of orange groves along with the development of other industries, such as commercial fishing, lumbering, naval stores production, and ranching helped the local economy recover. The Union Cypress Lumber Company at Hopkins, established by George Hopkins south of Crane Creek in 1912, was the most important industrial complex constructed near Melbourne.

In 1919, a devastating fire destroyed the commercial district along Front Street in downtown Melbourne. After The Great Fire of Melbourne, the businesses in the original downtown along Front Street all relocated to New Haven Avenue joining the existing Fee & Stewart Hardware and the Brown House Hotel in Powells Resubdivision. In 1920, another fire destroyed the Union Cypress Sawmill in Hopkins leaving hundreds of workers out of jobs. The fires, along with the national economic depression during World War I, marked the end of a prosperous period of development.

[1] Olausen, Stephen. Page 9.
2 www.melbourneflorida.org/info/history
3 Other sources say Hector was actually from New Zealand
4 Public Record of Brevard County, Florida (Plat Book 1, Page 84).

The end of World War I brought a wave of new settlers to Florida, and by 1920s, the State was poised for the phenomenon dubbed as the "Florida Real Estate Boom". In a 1925 book, "The Truth about Florida", author Charles Donald Fox explains that the Boom in Florida eclipsed all other mass migrations, including the California Gold Rush in 1849.

> *"There is reflected in the great migration to Florida the natural result of the knowledge, that here, within thirty-six to forty hours' train travel of sixty million of our population. Lies a land of upwards of thirty million acres. Two-thirds of this immense area is capable of agricultural development, and because Nature has cast her favoring smile upon it above practically all other sections of our country, it is capable of producing scores of varieties to satisfy the demands and needs of half the population of the United States."*[5]

By 1923, Melbourne had made significant strides toward civic improvement, including the construction of paved roads, concrete sidewalks, electric street lamps and improved water and sewer systems. A new commercial area was developed along Melbourne and New Haven Avenues to replace the old commercial area along Front Street that was destroyed by the 1919 fire. The tremendous increase in tourism and record breaking citrus crops attracted lots of people to the Melbourne area. Due to the increase in the population, along with the increasing demands for expansion, the Town of Melbourne reincorporated as a City in 1923 and Eau Gallie in 1925.

Between 1921 and 1926, Melbourne experienced tremendous development in the commercial and residential areas. Spanish Revival (Mission and Mediterranean) and Florida Vernacular were the dominant building styles. Several new subdivisions were platted in areas north and west of Melbourne's commercial district based on the tenets of the national City Beautiful Movement. Indian River Bluff and Country Club Colony were some of the subdivisions that were designed by incorporating curvilinear streets and irregular building lots to produce more interesting building sites[6].

The home at 2015 Bryan Street was constructed during this period of rapid expansion, circa 1925. The home was originally occupied by Howard B. Rowe and Maybelle Rowe, who moved in shortly after their marriage in 1925 and raised their three children there. Howard Rowe was a local automobile salesman affiliated with several motor companies, including Ford Motor Co., Geiger Motor Co., and Torrence Motor Co. The couple remained in the home until the mid-1950s. According to the applicant, the property originally spanned several lots and functioned as a small homestead where the family raised Guernsey cows. During World War II, the Rowe family opened their home to service members, offering refreshments and gathering around the radio.

Howard Rowe's brother, Robert Lee Rowe, served as Mayor of Melbourne from 1928 to 1932 and was the paymaster for the Union Cypress Sawmill, a key industry in the city's early economic development. These associations with local civic leadership and wartime hospitality enhance the historical value of the home within the broader context of Melbourne's growth and community life.

[5] Fox, Charles Donald. The Truth about Florida, pages 10-11.
[6] Olausen, Stephen,. page 19.

# IV. Planning Context

The subject property is located within a Single-Family Low Density Residential District (R-1A). Surrounding properties to the north, east, and south are also zoned R-1A. Properties at the north end of the block, fronting New Haven Avenue, are zoned C-1 (Neighborhood Commercial).

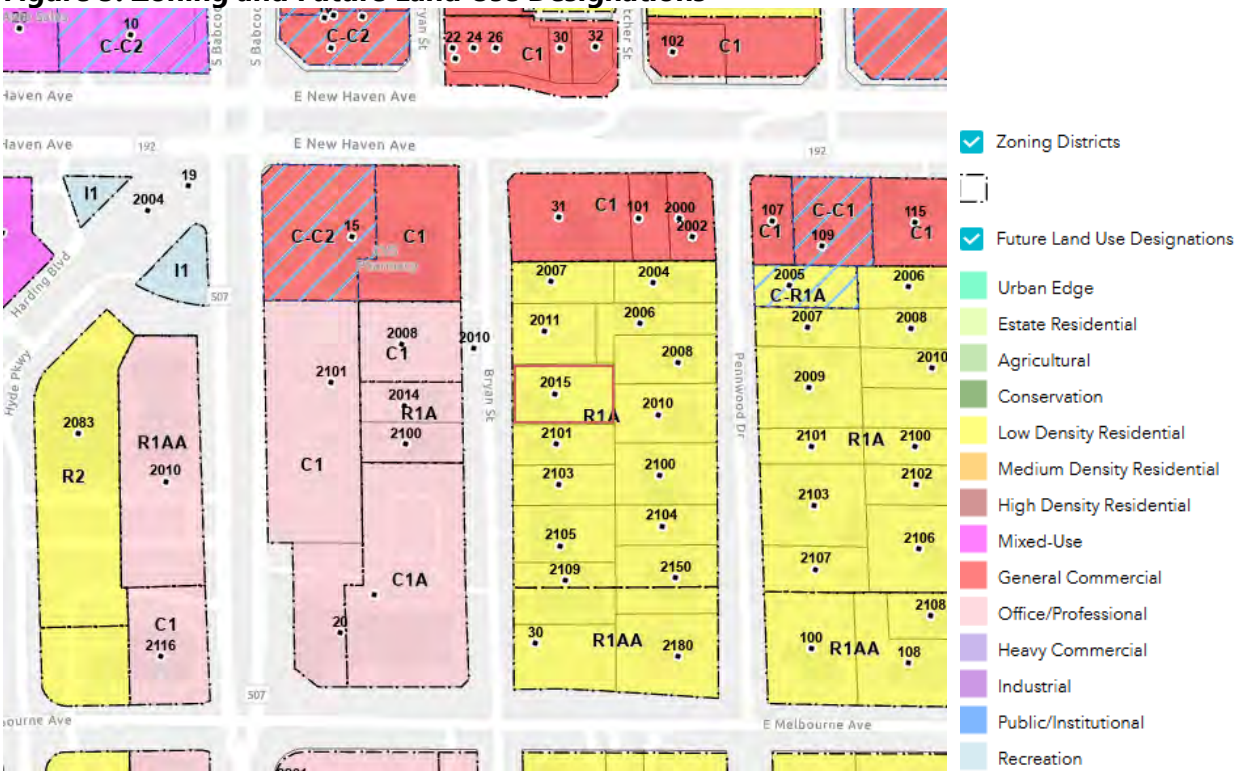
On the block across the street, two parcels directly opposite the subject site share the same R-1A zoning designation, while parcels to the north and south are zoned C-1 (Neighborhood Commercial) and C-1A (Professional, Offices and Services), respectively.

According to the Future Land Use Map (FLUM), the block containing the subject property is designated Low Density Residential, except for the two northern lots along New Haven Avenue, which are designated General Commercial. For the block across Bryan Street, sites fronting New Haven Avenue carry a General Commercial designation, while the remainder of the block is designated Office/Professional.

The low-density residential zoning and Future Land Use designation of the property help promote the preservation of homes such as the subject residence. However, many of the historic structures that have made significant contributions to the history of the community have been destroyed. The historic designation is a tool for the community to retain the physical integrity of significant buildings.

Local designations provide protection from inaccurate or unsympathetic alterations and from unnecessary demolition to assure the preservation of the character and uniqueness of the property. The designation may also serve as an "object lesson" to others who may consider the designation of their historic properties.

**Figure 3. Zoning and Future Land Use Designations**




*Source: City of Melbourne, October 2025.*

# V. Architectural Significance

## A. Property and Neighborhood Features

The predominant architectural and site features of the property include a one-story house, a detached garage on the southeast corner of the site, and a storage shed to the north of the garage.

The site is located in a residential neighborhood south of East New Haven Avenue, west of the historic downtown. The neighborhood exhibits a traditional low-density residential character, consisting primarily of one-story homes. Architectural styles vary with a mix of Mid-Century Modern and Spanish Revival influences. Notably, the adjacent home to the south also features characteristic elements of the Mission Revival style, including a textured stucco façade and shaped parapets.

Homes along the block are set back from the street with open front yards and minimal fencing. The neighborhood follows a typical grid pattern. Bryan Street has a sidewalk only on the west side. While tree canopy coverage is limited, overhead utilities are visible.

## B. Building Placement/Orientation

The building is set back approximately 35 feet from the street. According to Barbara Rowe, daughter of the original owners, the home's original front entrance was located on the north side and consisted of double French doors. Those doors were removed in the late 1950s and replaced with windows. The primary entrance is now oriented to face west toward Bryan Street.

## C. Building Form and Architecture

The residence at 2015 Bryan Street is a Spanish Revival–style home constructed circa 1925. This small, one-story building features hallmark elements of the style, including textured stucco walls, a flat roof with shaped parapets, and a prominent stucco-clad chimney on the front façade with a decorative circular medallion embedded in its surface.

Metal awnings simulating red barrel tiles were later installed above the front door and windows, in an effort to reinforce the building’s Mediterranean influence. In 2003, the windows and doors were replaced with aluminum-framed, impact-resistant glass.

Although simplified in form, the home retains defining traits of the Spanish Revival style, expressed through its stucco finish, flat roof with parapet, and decorative chimney element that provides a distinctive focal point on the façade.

**Figure 7: 2015 Bryan Street Exterior**

*Front and north façades*

*Front facade*

*South façade*

*Rear yard*

*Main entrance*

*Front window with metal awning*

# VI. Eligibility Criteria

Article VIII of the Melbourne City Code, "Preservation of Historic Resources and Districts, Archaeological Sites and Zones," contains the criteria for designating historical properties on the Melbourne Register of Historical Places. The following is an excerpt from Section 20-266:

> "…the historic preservation board shall recommend for designation on the city register of historic places as individual historic resources, historic districts, archaeological sites and zones, those places, buildings, structures, objects, landscape features, archaeological sites, archaeological zones, and other improvements that are **significant in the city's history, architecture, archaeology and culture, and that possess integrity of location, design, setting, materials, workmanship or association**…"

## A. Integrity Issue

Before determining the significance of a property nominated for designation, the property must be reviewed for "integrity", that is, the property must maintain its original character despite any alterations that may have occurred over time.

In the case of the 2015 Bryan property, it is clear that additions and alterations have been made over the course of time. The following are considerations that can be objectively evaluated:

- Has the general form (plan shape) been maintained?
- Have the alterations/additions been made during a period of significance, whereby those alterations have been a part of the evolving history of the building?
- Do the window openings maintain their original dimensions, even though the window-type may be different from the original configuration?
- Are the original roof shapes maintained?
- Are the original construction materials still evident?
- Is the original character of the resource, dating from its initial construction period, still apparent even though additions and alterations may have occurred?
- Do the major alterations/additions affect a major elevation?

The residence at 2015 Bryan Street was constructed in 1925 in the Spanish Revival style. The general plan of the house, roof shape, window openings (except as noted below), and construction materials have remained unchanged. Changes have occurred over the years, have been reflective of the times.

It is not known what the original windows looked like, but changes in type (awning vs. double hung) and materials over the years have retained the opening, orientation, and dimensions of the original windows, particularly along the front façade.

According to the applicant, the south elevation originally served as the primary entrance to the residence, featuring double French doors that were later removed and replaced with windows. This alteration reoriented the main entry toward Bryan Street. While a side entrance may have functioned as the principal access point for a period of time, the lot orientation and architectural composition of the building suggest that the west façade most likely accommodated the original main entrance. No historic photographs have been located to substantiate this assumption.

Metal awnings were added above the front door and windows sometime after 1990. While the design and materials selected are not consistent with the style, it was an effort to reinforce the Spanish Revival character. These elements, while not original or architecturally significant, may be removed without affecting the integrity of the home.

Despite alterations over time, the residence continues to reflect its Spanish Revival origins. It maintains integrity through the retention of its form, construction materials, and distinctive stylistic features. Therefore, the 2015 Bryan Street property meets the "test" for retention of sufficient integrity.

### B. Statement of Significance

While the Florida Master Site File for this property identified the house as a Mediterranean Revival building, the house depicts a Spanish Revival style with Mission and Mediterranean influences, a popular trend during Florida's 1920s land boom.

The building exhibits defining features of the Mission Revival style, including its stucco exterior walls, flat roof with shaped parapets, and decorative tile awnings over the doors and windows. The clay tile detailing and simple massing illustrate the blending of Mission and Mediterranean stylistic elements typical of modest residential designs from the 1920s.

Although minor modifications have occurred, the residence retains a high degree of integrity in form, materials, and workmanship. The original parapet profile, fenestration pattern, and stucco finish remain intact, preserving the property's historic character and architectural significance.

As such, the residence embodies the distinctive characteristics of Spanish Revival architecture as adapted for small-scale domestic construction during the 1920s. It contributes to an understanding of Melbourne's early residential development and the architectural trends that defined the city's built environment during the land boom era.

### C. Designation Criteria

The 2015 Bryan Street property is significant in Melbourne's history and architecture. It also possesses an integrity of location, design, setting, materials and workmanship, and it meets the following criteria contained in Section 20-266 of the Preservation of Historic Resources and Districts, Archaeological Sites and Zones:

> (3) It recognizes the quality of design and construction, and it embodies the distinctive characteristics of an architectural type, period, style, or method of construction.

# VII. Recommendation

Inspire Placemaking Collective, Inc., acting as the City's Historic Preservation Officer, proposes that the City of Melbourne's Historic Architectural Review Board recommend to the City Council the listing of the 2015 Bryan Street site in the Melbourne Register of Historic Places.

## Bibliography

Brevard County Clerk of Court, https://www.bcpao.us/.

City of Melbourne, www.melbourneflorida.org/info/history.

Fox, Charles Donald. The Truth About Florida. (New York: Charles Renard Corporation) 1925.

Olausen, Stephen. Historic Buildings of Melbourne. Melbourne.

Olausen, Stephen. Cultural Resources Survey of Melbourne, Florida. Melbourne, FL. 1991.

Powells Resubdivision Plat. Public Record of Brevard County, Florida (Plat Book 1, Page 84).

**RECORD NUMBER:** 431
**Page 1** **HISTORICAL STRUCTURE FORM** **Site #** BR 1606
X **original** **FLORIDA MASTER SITE FILE**
**update**

**SITE NAME:**
**HISTORIC CONTEXTS:** Boom Times
**NAT. REGISTER CATEGORY:** Building
**OTHER NAMES OR MSF NOS:**
**COUNTY:** Brevard **OWNERSHIP TYPE:** Private, individual
**PROJECT NAME:** Survey of Melbourne: S+P **DHR NO.** 2978
**LOCATION:**
**ADDRESS:** 2015 Bryan Street
**CITY:** Melbourne
**VICINITY OF/ROUTE TO:** See attached maps

**SUB:** Good Park Terrace **BLOCK** 3 **LOT** 10
**PLAT OR OTHER MAP:** City of Melbourne Official Zoning Map
**TOWNSHIP:** 28 **RANGE:** 37 **SECTION:** 3 **1/4:** **1/4-1/4:**
**IRREGULAR SEC?** **y** X **n** **LAND GRANT:** None
**USGS 7.5 MAP:** Melbourne East, FL 1980
**UTM: ZONE:** **EASTING:** **NORTHING:**
**COORDINATES: LATITUDE:** **D** **M** **S** **LONGITUDE:** **D** **M** **S**

**HISTORY**
**ARCHITECT:**
**BUILDER:**
**CONSTRUCTION DATE:** c. 1925 **RESTORATION DATE(S):**
**MODIFICATION DATE(S):**
**MOVE: DATE:** **ORIG. LOCATION:**
**ORIGINAL USE (S):** Private residence
**PRESENT USE (S):** Private residence

**DESCRIPTION**
**STYLE:** Mediterranean Revival
**PLAN: EXTERIOR:** Rectangular
**PLAN: INTERIOR:**
**NO. STORIES:** 1 **OUTBLDGS:** 1 **PORCHES:** 1 **DORMERS:** 0
**STRUCTURAL SYSTEM(S):** Wood, balloon
**EXTERIOR FABRIC(S):** Stucco
**FOUNDATION: TYPE:** Continuous
**MATERIALS:** Concrete block
**INFILL:**
**PORCHES:** W/entrance/integrated roof, recessed/1 bay
**ROOF: TYPE:** Flat
**SURFACING:** Built up
**SECONDARY STRUCS:**
**CHIMNEY: NO.:** 1
**MATERIALS:** Brick
**LOCATIONS:** W: end, exterior
**WINDOWS:** Metal awning

**EXTERIOR ORNAMENT:** Parapet
**CONDITION:** Good
**SURROUNDINGS:** Residential
**NARRATIVE:**
See Continuation Sheet

SEE SITE FILE STAFF FOR ORIGINAL PHOTO(S) OR MAP(S)

**ARCHAEOLOGICAL REMAINS AT THE SITE**
**FMSF ARCHAEOLOGICAL FORM COMPLETED?** **y** X **n**
**ARTIFACTS OR OTHER REMAINS:** None observed

**RECORDER'S EVALUATION OF SITE**
**AREAS OF SIGNIFICANCE:** Architecture

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **ELIGIBLE FOR NAT. REGISTER?** | | **y** | | **n** | | **likely, need info** | | **insf info** |
| **SIGNIF. AS PART OF DISTRICT?** | | **y** | X | **n** | | **likely, need info** | | **insf info** |
| **SIGNIFICANT AT LOCAL LEVEL?** | X | **y** | | **n** | X | **likely, need info** | | **insf info** |

**SUMMARY OF SIGNIFICANCE**
See Continuation Sheet

* * * * DHR USE ONLY * * * * * * * * DHR USE ONLY * * * * * *
* DATE LISTED ON NR _____ *
* KEEPER DETERMINATION OF ELIG.(DATE): _YES _____ _NO _____ *
* SHPO EVALUATION OF ELIGIBILITY (DATE): _YES _____ _NO _____ *
* LOCAL DETERMINATION OF ELIG. (DATE): _YES _____ _NO _____ *
* OFFICE_____ *
* *
* * * * DHR USE ONLY * * * * * * * * DHR USE ONLY * * * * * *

**RECORDER INFORMATION:** **NAME:** Steve Olausen
**DATE:** 09/12/90 **AFFILIATION:** Historic Property Associates, Inc.

**PHOTOGRAPHS**
**LOCATION OF NEGATIVES:** HPA, Inc., St. Augustine, FL
**NEGATIVE NUMBERS:** Roll 16, #12

PHOTOGRAPH M A P

See Attachments

STATEMENT OF SIGNIFICANCE

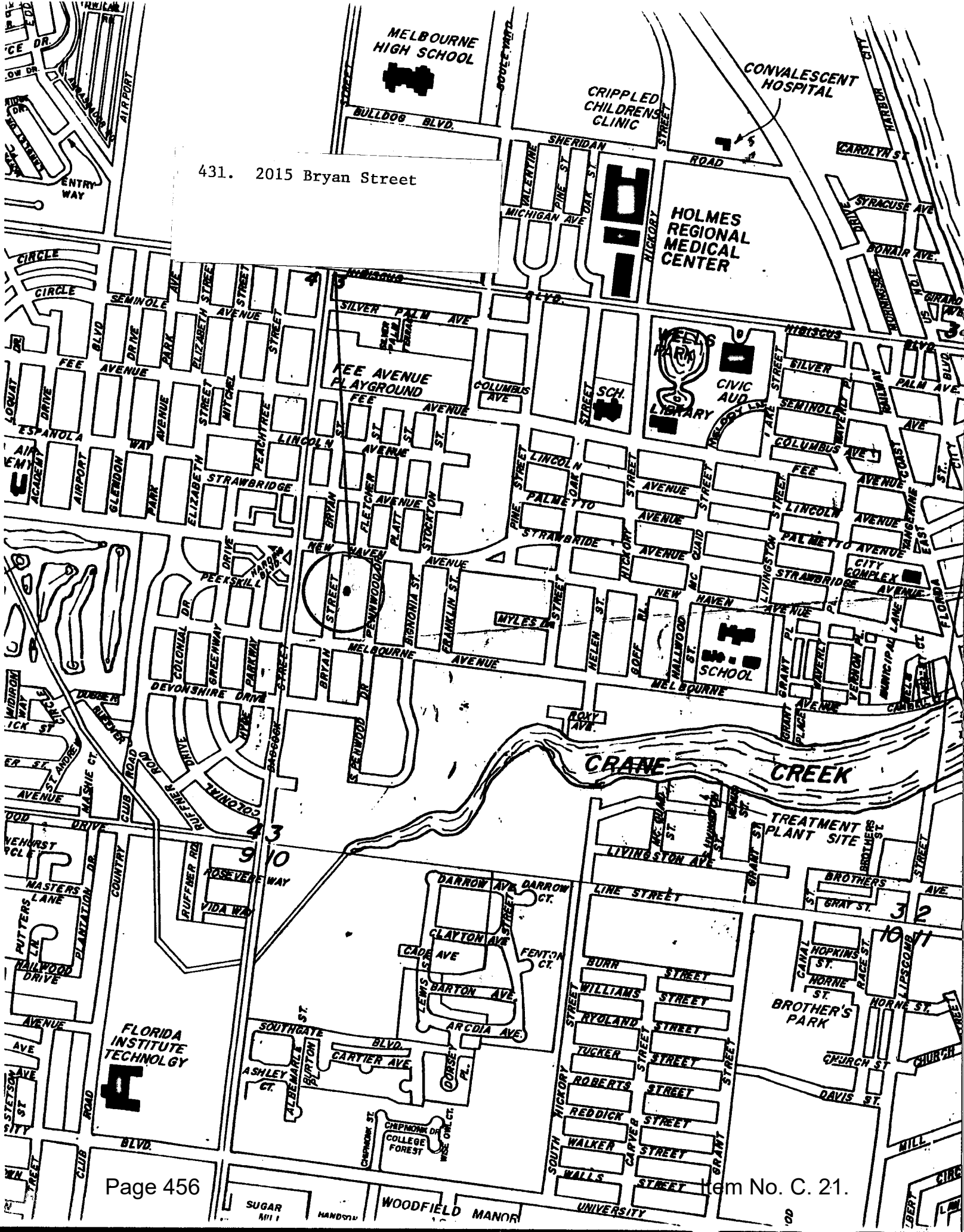
**Architectural Narrative:** This one-story masonry residential building is located at 2015 Bryan Street. Its Mediterranean Revival styling is expressed by a flat roof, a parapet, a stuccoed chimney, and a recessed entrance porch. Fenestration consists of metal awning windows. The exterior wall fabric is stucco. Alterations consist of the replacement of metal awning in place of the original windows. With few alterations, this building has retained most of its architectural integrity.

**Architectural Context:** Mediterranean Revival is an eclectic style containing architectural elements with Spanish or Mid-eastern precedents. Found in those states that have a Spanish colonial heritage, Mediterranean Revival broadly defines the Mission, Moorish, Turkish, Byzantine, and Spanish Eclectic revival styles which became popular in the Southwest and Florida during the twentieth century. The influence of those Mediterranean styles found expression through a detailed study in 1915 of Latin American architecture made by Bertram Grovesnor Goodhue at the Panama-California Exposition in San Diego. The Goodhue exhibit prominently featured the rich Spanish architectural variety of South America. Encouraged by the publicity afforded the exposition, other architects began to look directly to Spain and elsewhere in the Mediterranean where they found still more interesting building traditions.

Mediterranean Revival buildings in Florida display considerable Spanish influence. A popular building style in Florida during the 1920s, construction continued following the collapse of the land boom and even into the 1930s. It was adapted for a variety of building types ranging from grandiose tourist hotels to two-room residences. The popularity of the style became widespread, and many commercial and residential buildings underwent renovation in the 1920s to reflect the Mediterranean influence. Identifying features of the style include flat (sometimes hip) roofs, usually with some form of parapet; ceramic tile roof surfacing; stuccoed facades; flat roof entrance porches, commonly with arched openings supported by square columns; casement and double-hung sash windows; and ceramic tile decorations.

**Historical Narrative:** Architectural evidence based on comparison with buildings of similar size and design indicates that 2015 Bryan Street was constructed c. 1925.

**Historical Context:** Melbourne and Eau Gallie, situated along the Indian River in southern Brevard County, were settled in the 1870s. Relatively undeveloped during the nineteenth century, Melbourne was incorporated in 1888 and five years later a town charter was enacted for Eau Gallie. The introduction of the railroad in the early 1890s spurred construction in both settlements, much of which centered around Crane Creek in Melbourne and Elbow Creek in Eau Gallie. Although the devastating freezes of the mid 1890s slowed development there, by 1900 the population of each settlement totaled nearly 200. By 1910, both communities had small commercial districts. Although land reclamation projects had a limited effect on construction in those settlements during the Progressive Era, dredging of the Melbourne-Tillman canal opened the area west of Melbourne to agricultural development about 1915. Melbourne especially experienced significant development during the Florida land boom of the 1920s, when numerous residential buildings were constructed and the commercial district enlarged. To improve the quality of life in both communities, roads were paved, water mains laid, and mosquito control ordinances passed. By 1930, the population of Melbourne had increased to 1,500 and that of Eau Gallie to nearly 1,000. Although building construction dropped off in both communities during the Great Depression of the 1920s, both cities experienced population booms during World War II. The NASA program at nearby Cape Canaveral in the 1950s promoted development in Melbourne and Eau Gallie, the latter becoming incorporated into Melbourne in 1969. Although much of the historic fabric of both communities has been destroyed by development since the 1950s, those historic resources that remain constitute an important part of Brevard County's architectural heritage.


431. 2015 Bryan Street
MELBOURNE HIGH SCHOOL
CRIPPLED CHILDRENS CLINIC
CONVALESCENT HOSPITAL
HOLMES REGIONAL MEDICAL CENTER
FEE AVENUE PLAYGROUND
CIVIC AUD.
LIBRARY
SCH.
CITY COMPLEX
SCHOOL
CRANE CREEK
TREATMENT PLANT SITE
FLORIDA INSTITUTE TECHNOLGY
BROTHER'S PARK
COLLEGE FOREST
WOODFIELD MANOR
SUGAR MILL
ENTRY WAY
CIRCLE
SEMINOLE AVENUE
SILVER PALM AVE
HIBISCUS BLVD.
COLUMBUS AVE
LINCOLN AVENUE
PALMETTO AVENUE
STRAWBRIDGE AVENUE
MELBOURNE AVENUE
NEW HAVEN AVENUE
DEVONSHIRE DRIVE
COLONIAL DRIVE
RUFFNER ROAD
ROSEVERE WAY
VIDA WAY
MASTERS LANE
PUTTERS LN.
RAILWOOD DRIVE
PLANTATION DR.
COUNTRY CLUB ROAD
DARROW AVE.
DARROW CT.
CLAYTON AVE
CADE AVE
FENTON CT.
BARTON AVE.
ARCOLA AVE.
LEWIS ST.
SOUTHGATE BLVD.
CARTIER AVE
ASHLEY CT.
ALBEMARLE
BURTON
CHIPMONK DR
CHIPMONK ST.
OWL CT.
ORSET PL.
LIVINGSTON AVE
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GRAY ST.
BROTHERS AVE.
BURR STREET
WILLIAMS STREET
RYOLAND STREET
TUCKER STREET
ROBERTS STREET
REDDICK STREET
WALKER STREET
WALLS STREET
SOUTH HICKORY STREET
GRANT STREET
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CANAL
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HORNE ST.
CHURCH ST
DAVIS ST.
MILL
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GOLF BL.
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MAGNOLIA ST.
PENNWOOD DR
PEEKSKILL ROAD
DUBBER SLEEVER
ST. ANDREWS
MASHIE CT.
MIDIRON WAY
CIRCLE
ENTRY WAY
AIR PORT
AIR ACADEMY
ESPANOLA WAY
LOQUAT DRIVE
GLENDON PARK
AIRPORT
ELIZABETH
PEACHTREE
MITCHEL
PARK AVENUE
DRIVE BLVD
CIRCLE
SILVER PALM
PALM AVE.
HIBISCUS BLVD.
SILVER AVENUE
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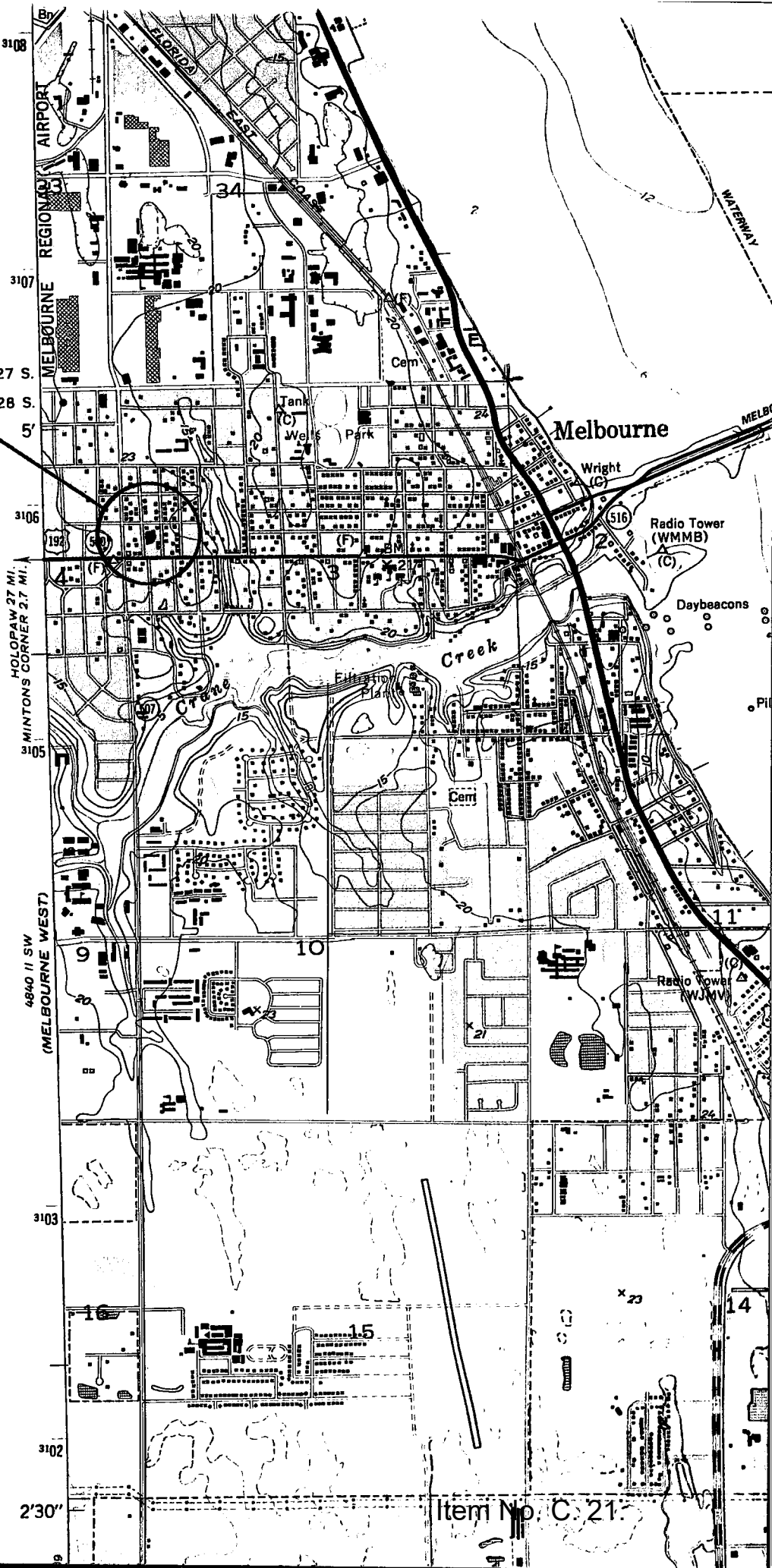
CHURCH ST
DAVIS ST.
MILL
UNIVERSITY

431. 2015 Bryan Street



# PLAN SNAPSHOT REPORT HARB2025-0024
# FOR CITY OF MELBOURNE

| | | | | | |
|---|---|---|---|---|---|
| **Plan Type:** | Historic and Architectural Review Board | **Project:** | | **App Date:** | 06/27/2025 |
| **Work Class:** | HARB - Historic Designation or Rescission | **District:** | 3 | **Exp Date:** | NOT AVAILABLE |
| **Status:** | Fees Due | **Square Feet:** | 0.00 | **Completed:** | NOT COMPLETED |
| **Valuation:** | $0.00 | **Assigned To:** | Buck, Samantha | **Approval Expire Date:** | |

**Description:** Request for preliminary local historic designation of 2015 Bryan Street, constructed in 1925. Property has connections to the Rowe family ( Robert Lee Rowe who was a pioneering Mayor of Melbourne and also the paymaster for the Union Cypress Sawmill). Further information contained in Application for Preliminary Local Historic Designation saved in "Files".

| **Parcel:** | **Address:** | **Zone:** |
|---|---|---|
| 2818025 Main | 2015 Bryan St<br>Melbourne, FL 32901 Main | |

| Property Owner | Applicant | Applicant | Property Owner |
|---|---|---|---|
| Robert I Maffie<br>2015 Bryan ST<br>Melbourne, FL 32901<br>Home: (321) 952-2951 | Robert I Maffie<br>2015 Bryan ST<br>Melbourne, FL 32901<br>Home: (321) 952-2951 | Lynn Maffie<br>2015 Bryan St<br>Melbourne, FL 32901 | Lynn Maffie<br>2015 Bryan St<br>Melbourne, FL 32901 |

**Plan Custom Fields**

| | | | | | |
|---|---|---|---|---|---|
| Name of Project | 2015 Bryan Street | Is this a Locally Designated Historic Property? | No, this property is NOT historically designated. | Existing Uses on Property | Single Family Home |
| Proposed Uses on Property | N/A | Square Footage of Existing Use | 1048 | Square Footage of Proposed Use | 1048 |
| Acreage | 0.24 | Future Land Use | Low Density Residential | Zoning | R1A |
| Mobility District | C | | | | |

| Attachment File Name | Added On | Added By | Attachment Group | Notes |
|---|---|---|---|---|
| 1950 Census Info_v1.pdf | 06/27/2025 15:36 | Buck, Samantha | Available Online | Excerpt from 1950 Census |
| History_v1.pdf | 06/27/2025 15:36 | Buck, Samantha | Available Online | Brief history on families associated with property |
| Obituaries_v1.pdf | 06/27/2025 15:36 | Buck, Samantha | Available Online | Obituaries of members of families associated with property |
| Plat_v1.pdf | 06/27/2025 15:36 | Buck, Samantha | Available Online | Copy of Palm Gardens Plat |
| Owner Consent_v1.pdf | 06/27/2025 15:36 | Buck, Samantha | Available Online | |
| Application.pdf | 06/27/2025 15:36 | Buck, Samantha | | Application with notarized signatures and information on construction of house. |
| Warranty Deed.pdf | 06/27/2025 15:47 | Buck, Samantha | | Warranty Deed - Benson to Maffie |

| Invoice No. | Fee | Fee Amount | Amount Paid |
|---|---|---|---|
| INV-00088927 | Historic & Architectural Review Board Fee | $50.00 | $0.00 |
| | Total for Invoice INV-00088927 | $50.00 | $0.00 |
| | **Grand Total for Plan** | **$50.00** | **$0.00** |

| Submittal Name | Status | Received Date | Due Date | Complete Date | Resubmit | Completed |
|---|---|---|---|---|---|---|
| CDD HARB Historic Designation Application Review v.1 | In Review | 06/27/2025 | 07/07/2025 | | No | No |

| Item Review Name | Department | Assigned User | Status | Assigned Date | Due Date | Completed Date |
|---|---|---|---|---|---|---|
| CDD - HARB | Community Development | Ramseth, Sandy | In Review | 06/27/2025 | 07/07/2025 | |

| Submittal Name | Status | Received Date | Due Date | Complete Date | Resubmit | Completed |
|---|---|---|---|---|---|---|
| HPO Preliminary Review of Designation Request v.1 | In Review | 06/27/2025 | 07/07/2025 | | No | No |

| Item Review Name | Department | Assigned User | Status | Assigned Date | Due Date | Completed Date |
|---|---|---|---|---|---|---|
| CDD - HARB | Community Development | Ramseth, Sandy | In Review | 06/27/2025 | 07/07/2025 | |

# PLAN SNAPSHOT REPORT (HARB2025-0024)

| Workflow Step / Action Name | Action Type | Start Date | End Date |
|---|---|---|---|
| **APPLICATION REVIEW v.1** | | 06/27/2025 15:40 | 06/27/2025 15:40 |
| Confirm application complete v.1 | Generic Action | | 06/27/2025 15:40 |
| **Staff Review v.1** | | 06/27/2025 15:41 | |
| Fee Collection Verified - CDD v.1 | Generic Action | | 06/27/2025 15:41 |
| CDD HARB Historic Designation Application Review v.1 | Receive Submittal | 06/27/2025 0:00 | |
| HPO Preliminary Review of Designation Request v.1 | Receive Submittal | 06/27/2025 0:00 | |
| **Board Meeting Prep - CDD v.1** | | | |
| Schedule Public Hearing v.1 | Plan Activity | | |
| Prepare and send Courtesy Notice v.1 | Generic Action | | |
| Enter Items into CivicClerk v.1 | Generic Action | | |
| Prepare Agenda v.1 | Generic Action | | |
| Prepare Staff Report v.1 | Generic Action | | |
| Prepare PowerPoint Presentation v.1 | Generic Action | | |
| **Public Hearing v.1** | | | |
| Public Hearing - HARB v.1 | Hold Hearing | | |
| **City Council Meeting Prep - CDD v.1** | | | |
| Schedule Public Hearing v.1 | Plan Activity | | |
| Enter Items into CivicClerk v.1 | Generic Action | | |
| Prepare Agenda v.1 | Generic Action | | |
| Prepare Staff Report v.1 | Generic Action | | |
| Prepare PowerPoint Presentation v.1 | Generic Action | | |
| **Public Hearing v.1** | | | |
| Hold Public Hearing - City Council v.1 | Hold Hearing | | |
| **Final Order (City Clerk) - CDD v.1** | | | |
| Resolution - Historic Designation - CDD v.1 | Generic Action | | |
| Resolution - Historic Designation Recission - CDD v.1 | Generic Action | | |

City of Melbourne
The Harbor City

# APPLICATION FOR PRELIMINARY LOCAL HISTORIC DESIGNATION

June 2014

Submittal Requirements

- ☐ Completed "Application for Preliminary Local Historic Designation" (including signatures from all property owners). All owners of record are required to join in and consent to this application.
- ☐ Completed "Historic Designation Owner Consent". This form may be obtained from the Community Development Department.
- ☐ Attach copies of any historic photos of the property.

Property Owner Information

Name(s): Robert L. and Lynn S. MaFFIE
Address: 2015 Bryan St Melbourne FL 32901
Telephone: 321 952 2951
E-mail: LBMAFFIE@EARTHLINK.NET

Historic Property Information—Complete this section to the best of your knowledge. Leave the field blank if the information is unknown.

Address: 2015 BRYAN St 32901
Tax Account Number(s): 2818025

Indicate what type of historic resource this application seeks to give Contributing Resource status to:

☑ Building (architecture) ☐ Event ☐ Landscape Features ☐ Archaeological site

Date of Construction: 1925
Architect:

Wall Construction: ☑ Masonry ☑ Frame ☐ Other: Stucco

Roof Material: ☐ Asphalt Shingle ☐ Wood Shake ☐ Tar & Gravel ☐ Concrete Tile ☐ Barrel Tile ☐ Slate ☐ Metal ☐ Other:

List any building additions or alterations, describing the type and approximate date:

Back Porch was Enclosed Late 50's
French Doors on N. Side of House Replaced with Windows Late 50's
WE Replaced ALL Windows And Doors Around 2003
A Sun Porch (Block) was added on Back Late 1950's
WE Still Have Some of the original Windows in Pole Barn

List any information you have on previous owners, including name, approximate dates they lived at the property and any other known information:

Howard + Maybelle Rowe 1925 - 1955 APX
J. Lloyd + Pearl Sheetz Late 50's till 1994
Jame + Carol Benson 1994 - 1996

Basicly if You Removed the Sun porch
The original back porch would be as it was.
The original Stucco is still visible. The same is true
OF the Pole Barn - Remove the siding and it's 1925 original

Describe the architectural features that characterize the property (number of stories, type of siding or veneers, type of roof, roof slope, any applied architectural ornaments, type/style of windows, type of foundation, plan shape, etc.):

ONE Story MEDITERRANEON Rivival
BALLON Construction Miami Dade PINE
Stucco Siding Stucco Chimney PARAPET's
Flat ROOF
CRAWL SPACE
ORIGINAL POLE BARN - WE ENCLOSED it - But LEFT it AS it was

Any additional information that addresses the historic character of the property and its owners:

Please SEE INCLOSED Sheets 1-11 A

Property Owner(s) Signatures

I (we) verify that I (we) have received and read City Code, Chapter 10, Article XI, titled "Preservation of Historic Resources and Districts, Archaeological Site and Zones". If approved for local historic designation, my (our) property will be subject to any relevant rules, regulations and allowances contained in the Historic Preservation Code. I (we) have contacted city staff and/or the historic preservation officer to answer any questions we have regarding the local historic designation of my (our) property prior to applying for said designation.

| Property Owner (Print Name): | Signature: | Date: |
|---|---|---|
| ROBERT L MAFFIE | Robert Maffie | 6/27/25 |
| Lynn S MAFFIE | Lynn S Maffie | 6/27/25 |
| | | |
| | | |

Signed and sealed
in the presence of:

Maureen Reese
Signature of Witness #1
MAUREEN REESE
Name Printed/Typed
900 E. Strawbridge Ave.
Melbourne, FL 32901
Signature of Witness #2
Eryka Dombek
Name Printed/Typed

OWNER(S):

Robert Maffie
Owner 1 Printed Name
Owner 1 Signature

STATE OF Florida
~~COUNTY~~ City OF Melbourne
The foregoing Owner Consent was acknowledged before me this 27th day of June 2015, by Robert Maffie, who is personally known to me OR who has produced FL DL as identification.

My commission expires:

MARIE E. CARDACE
MY COMMISSION # HH 636620
EXPIRES: February 4, 2029

Marie E. Cardace
Notary Public

Maureen Reese
Signature of Witness #1
MAUREEN REESE
Name Printed/Typed
900 E. Strawbridge Ave.
Melbourne, FL 32901
Signature of Witness #2
Eryka Dombek
Name Printed/Typed

Lynn S Maffie
Owner 2 Printed Name
Owner 2 Signature

STATE OF Florida
~~COUNTY~~ City OF Melbourne
The foregoing Owner Consent was acknowledged before me this 27th day of June 2015, by Lynn S Maffie, who is personally known to me OR who has produced FL DL as identification.

My commission expires:

MARIE E. CARDACE
MY COMMISSION # HH 636620
EXPIRES: February 4, 2029

Marie E. Cardace
Notary Public

2015 Bryan St. Melbourne, Fl. 32901(formally, 26 Magnolia Ave)

Howard and Mabele Rowe were married in 1925 and moved into this house. Howard was born in Alabama and moved to Florida in the early 1900's. Mabele was born in Florida. Howard was a Ford car salesman, Geiger Motor Co. and Torrence Motor Co. Howard raised Guernsey on the property, till he bought other land. The property was originally several lots. As needed sold off, the last being half of lot 11 by Pearl Sheetz. Howard and Mabele had 3 children, Barbare 1927-2018, Howard B. 1930-2017, Robert Lanier 1933-2016. A couple of years after we bought the house, we had the pleasure of meeting Barbara, as she was up from South Florida for a Class reunion. She explained that she almost did not recognize the house as the front door was really on the north side of the house, double French doors. She said where the front door was now, had been a large inside closet. She told us of the Guernsey cows in the back yard. She said, that her Grandmother Lelia moved in around 1950. ← Late 40's During WW2 the family would invite service members into the house for refreshments and to listen to the radio. She also said Lelia passed away in the house in 1954.

Howard Rowe's brother, Robert Lee Rowe, was a pioneering mayor of Melbourne 1928-1932. His first job was paymaster for the Union Cypress sawmill.

The next owners, Jesse Lloyd and Pearl S Sheetz. Jesse was an Electrician and Pearl had a Florist shop downtown Melbourne.

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Printed on Dec 27, 2023

# Dies, Aged 87

MELBOURNE—Mrs. Lelia C. Rowe, 87, 26 Magnolia Ave. died Sunday at her home after a lingering illness.

Mrs. Rowe was born in Dadeville, Ala. March 22, 1867, and came here from Alabama in 1919. She was a charter member of the First Baptist Church, where services were held yesterday at 5 p.m. with the Rev. S. W. Cofield and Rev. George Hay officiating.

Survivors include two sons, Robert L. Rowe, Melbourne; Howard G. Rowe, W. Palm Beach; three daughters, Mrs. H. L. Hunter, Altheiner, Ark., Miss Levia Rowe, Melbourne; Mrs. Samuel Clark, Lakeland; four brothers, Samuel H. Green, Ala., Elihue F. Green, Knoxville, Tenn., John H. Green, Decatur, Ala., Wiliam A. Rowe, Falkville, Ala. Also seven grandchildren and two great-grandchildren.

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2-A

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Florida Today (Cocoa, Florida) · Thu, May 3, 1979 · Page 17
Downloaded on Jun 22, 2025

# J. LLOYD SHEETZ

Services for J. Lloyd Sheetz, 76, of 2015 S. Bryan, Melbourne, are scheduled for 11 a.m. Friday at Brownlie-Maxwell Funeral Home chapel in Melbourne. Burial will follow in the Melbourne Cemetery.

A retired electrician and Brevard resident since 1959, Mr. Sheetz died Wednesday at his home.

Survivors include his wife, Pearle S. Sheetz of Melbourne; a daughter, Jeane S. Barrett of Melbourne; a granddaughter, Anne Tupper Barrett and a sister, Genevieve Boynton, all of Melbourne.

Calling hours are from 5 to 9 p.m. today at the funeral home.

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3-A

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Florida Today (Cocoa, Florida) · Mon, Nov 9, 1998 · Page 36
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**PEARL SHEETZ,** a resident of Beverly Oaks Nursing and Rehab Center in Melbourne, celebrated her 100th birthday on Halloween. Attending the celebration were her family, staff and fellow residents.

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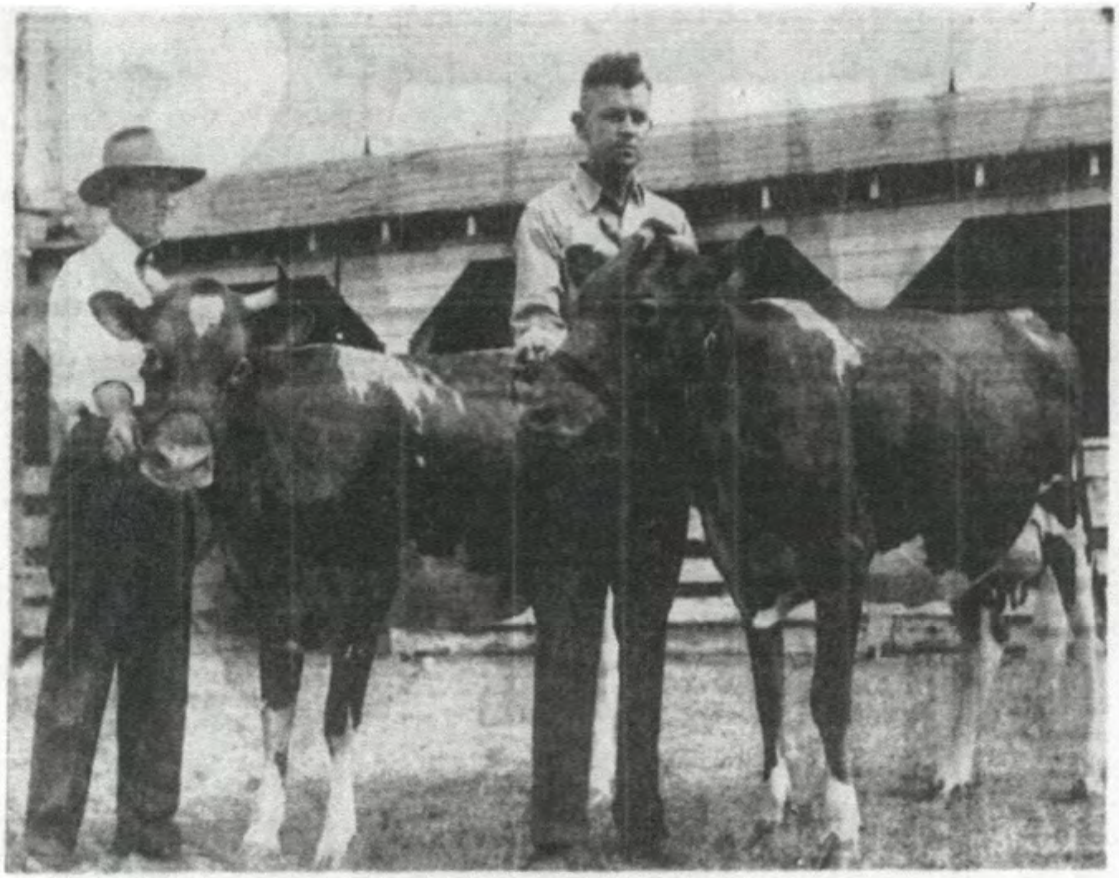
DEATH 2001-05
2002 4-A



BEST FITTED FLORIDA CATTLE: First prize, right, displayed by Howard G. Rowe of Melbourne, breeder and owner. Second prize, left, is displayed by G. L. Cox of Roswell, Ga., holder for Rowe. Prizes were awarded yesterday during the seventh annual sale of the Florida Guernsey Cattle club at Largo Fairground. Also see editorial at left.

**More Clippings by tags, date and location**

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The Palm Beach Post (West Palm Beach, Florida) · Wed, Jul 17, 1985 · Page 33
Downloaded on Jun 25, 2025

# MAYBELLE L. ROWE

Mrs. Rowe, 80 years old, of Lake Worth, died Saturday July 13 at a local hospital after an extended illness. Born in Fort Christmas, Florida Mrs. Rowe was the daughter of the late Benjamin and Penelope Hodges Lanier. She had been a resident of the Palm Beach area since 1951 coming here from Melbourne, Fla. Mrs. Rowe was the widow of the late Howard Green Rowe who died in 1977. She was a member and Past Matron of Melbourne Chapter # 106 O.E.S. and was Past Grand Martha of O.E.S. for the State of Florida.

Survivors include two sons, H. Benjamin Rowe, West Palm Beach, Robert L. Rowe, North Palm Beach and a daughter, Mrs. Barbara Rowe Fischer, Waynesvile, North Carolina. Also surviving are three sisters, Mrs. Bessie Ingram, Mrs. Lydia Forrester both of Cocoa, Florida and Mrs. Inez L. Faulk, Tallahassee, Florida. Additional survivors include nine grandchildren and four great-grandchildren.

Funeral Services will be held 11:00 a.m. Thursday July 18th at QUATTLEBAUM-HOLLEMAN-BURSE FUNERAL HOME 1201 South Olive Avenue West Palm Beach with Dr. Jack N. Graham, Pastor of the First Baptist Church officiating. Friends may call at the funeral home from 10:00 a.m. until service time on Thursday July 18th.

In lieu of flowers, those who wish may make contributions to the State and Foreign Missions of the First Baptist Church, West Palm Beach, Florida.

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The Palm Beach Post (West Palm Beach, Florida) · Sun, Nov 6, 2016 · Page B5
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To express condolences and/or make donations: Visit PalmBeachPost.com/obituaries

## ROWE, Robert Lanier

Robert Rowe, formerly of North Palm Beach, passed away October 29, 2016. Bob proudly served with the US Air Force, attended Clemson University, graduating in Engineering. He had a prominent career with Perry Submarine and Pratt & Whitney. Bob was active in church, Kiwanis Club and the Fishery Council. He was a member of the "Diving Dolphins" in Palm Beach, an avid spear fisherman, scuba diver and boat Captain. Robert is predeceased by his parents Howard and Maybelle Rowe, his loving wife of 45 years Barbara B. Rowe, and his daughter Pamela Chapman. He is survived by his daughters Lisa Rowe Sherman, husband Avon of Asheville, NC, Kelly Rowe Simpson, husband James of Cosby, TN; sister Barbara Fischer of West Palm Beach, brothers Howard B. Rowe, wife Doris of West Palm Beach, and Roger Busch, wife Janie of Conroe, TX; grandchildren Courtney Riley, Colton Simpson, Mackensee White, Daniel Sherman, and William Lovins; a host of nieces, nephews, friends, and wife Susan. A private memorial service for immediate family and friends to be held at a later date. In lieu of flowers, please consider a contribution in our father's name to the National Parkinson's Foundation (www.parkinson.org).

To express condolences and/or make donations: Visit PalmBeachPost.com/obituaries

SCHEIN, Agatha

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Born in Melbourne
Raised a Few Years
At 2015 Bryan
St

Newspapers by ancestry
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## ROWE, Howard B.

Howard "Ben" Rowe, of West Palm Beach, passed away January 25, 2017, at home with his wife Doris by his side. He fought a brave battle for 14 years. Born in Melbourne, FL to Maybelle and Howard Rowe. He is survived by his wife of 64 years Doris, his sister Barbara Fisher, his brother Robert L. "Bob" Rowe (deceased), his son Michael and his girlfriend Monique, daughters Brittany and Emilee, his son Steve, sons Timothy and Daniel, his son Larry and wife Tami, daughters Lexi and London, his son David (deceased) his girlfriend Susanna, daughters Amanda and Isabella and son Dalton; great-grandchildren Michael, Dayton, Ashley and Robert. Ben retired from Sears. Ben played football for the Clemson Tigers and graduated from Clemson in 1954. A memorial service will be held 2:00PM Friday, February 10 at the South Florida National Cemetery, 6501 S State Road 7, Lake Worth, FL 33449. In lieu of flowers a donation can be made to the TrustBridge Hospice (Sunshine), West Palm Beach.

**To express condolences and/or make donations: Visit PalmBeachPost.com/obituaries**

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News and Record (Greensboro, North Carolina) · Sun, Aug 27, 1950 · Page 39
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MRS. R. C. HARRIS

# Elkins And Harris Nuptials Announced

ELKIN, Aug. 26.—Of interest to friends in Elkin, native home of the bridegroom and elsewhere is the announcement of the marriage on Thursday, August 24, of Barbara Rowe Elkins, daughter of Mr. and Mrs. Howard Green Rowe of Hartsville, S. C., to Robert Chatham Harris, only son of Mr. and Mrs. Edworth Harris of Elkin.

The ceremony took place at the home of the bride's parents in Hartsville.

Rev. W. H. Rittenhouse, D. D., of Hillsboro, a former pastor of the bride, officiated.

Mrs. Harris, a native of Melbourne, Fla., attended the School of Music at Northwestern University, Evanston, Ill., and Coker College, Hartsville, S. C.

The bridegroom, veteran of three years service in the Army Air Corps during the second World War, was graduated from the University of North Carolina, having received an A. B. degree in journalism in June, 1949. He is now on the staff of the Hartsville Messenger as news and sports editor.

Barbara Rowe

Living in NC At the time She later Divorced & moved to South Florida She was Married Several times She was I believe a Music Teacher

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9-A

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | Community Development |
| Presenter: | Cindy Dittmer |
| Council District: | N/A |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.22. |

**Subject:**
Resolution No. 4403, Revised Land Alteration Permit/Tree Removal Fees

**Background/Consideration:**
This is a request for approval of a resolution amending the land alteration permit fees, specific to underbrush and tree removal fees.

In April 2025, City Council adopted Ordinance No. 2025-19, which updated the Landscape Design Code. As part of the second reading of the Ordinance, City Council also passed Resolution No. 4339, updating the development fees to incorporate new fees for tree and underbrush removal. Prior to this update, land alteration and tree removal fees had not been updated for over 30 years, and tree removal fees were set at $10 per tree, up to a maximum of $1,000 per parcel of land.

The low tree removal fee had led to a lack of tree preservation on parcels that were being developed within the city. City Council had directed staff to research other cities and propose changes that could address the concerns and promote tree preservation. Staff recommended an increase of the fees based upon several other cities that charged a tree removal fee based upon the diameter and type of the tree in the range of $100-$200 per inch. The intent of the increased tree removal fees was to encourage higher tree preservation efforts. The recently adopted tree removal fees are based upon site size and diameter of the tree: less than 1-acre site - $100 per dbh-inch (diameter at breast height); 1 to 5-acre sites - $125 per dbh-inch; and greater than 5-acre site -$150 per dbh-inch.

<u>Current Application of Tree Removal Fees</u>
Staff has been reviewing the cumulative effect of the higher tree removal fees for individual parcels, especially for large, heavily treed properties. Several concerns were brought to staff's attention, noting the possibility of total fees for a large, heavily treed parcel exceeding several million dollars. Additionally, several smaller, infill parcels were receiving high estimates for tree removal. Development of large undeveloped parcels, along with development/redevelopment of infill parcels, is a critical mission for the City, and it was not the intent of the fee increases to hinder these developments.

Staff researched additional city tree removal fees and analyzed current tree removal requests, and proposes the following changes to the land alteration permit fees: add a maximum tree removal fee threshold based upon parcel acreage; align all tree removal fees to be $100 per dbh, in lieu of the larger fees for larger parcels; add a requirement of payment of the maximum tree removal fee if

permits/fees are not obtained in advance of work; and remove all underbrush clearing fees except the $100 application fee.

Proposed Maximum Tree Removal Permit Fee:

- 2.5 acre parcel or less; single family residential zoned AEU/REU parcel ….. $5,000
- 5 acre parcel or less……..…….$12,500
- 10 acre parcel or less……..……..$25,000
- 20 acre parcel or less……..……..$50,000
- 50 acre parcel or less……..…..…..$125,000
- 100 acre parcel or less…….….$200,000
- Over 100 acre parcel…….…….$400,000

These proposed changes are included within the attached Resolution and would become effective on February 11, 2026, applicable to projects currently under review that have not been issued a tree removal permit.

**Fiscal/Budget Impact:**
Potential loss in revenue due to maximum caps; however, the higher tree removal fees may have dissuaded future development projects within the City.

**Requested Action:**
Approval of Resolution No. 4403.

# Memorandum

**To:** Jenni Lamb, City Manager

**From:** Cindy Dittmer, AICP, Community Development Director

**Re:** Land Alteration Permit – Underbrush Clearing and Tree Removal Fees

**Date:** January 29, 2026

---

This is a request for approval of a resolution amending the land alteration permit fees, specific to underbrush and tree removal fees for the City.

**Background**

In April, 2025, City Council adopted Ord. No. 2025-19, which updated the Landscape Design Code. As part of the second reading of the ordinance, City Council passed Resolution No. 4339, updating the land alteration permit fees to incorporate increased fees for tree and underbrush removal. Prior to this update, the tree removal fee had not been updated for over 30 years, and was set at $10 per tree, up to a maximum of $1,000 per parcel of land.

The low tree removal fee had led to a lack of tree preservation on parcels that were being developed within the city. City Council had directed staff to research other cities and propose changes that could address the concerns and promote tree preservation. Staff recommended an increase of the fees based upon several other cities that charged a tree removal fee based upon the diameter and type of the tree in the range of $100-$200 per inch. The intent of the increased tree removal fees was to encourage higher tree preservation efforts.

The table below indicates the tree removal fees approved in April 2025.

| | |
|---|---|
| Tree Removal (application fee) plus below: | $100.00 |
| Existing one-, two-, and three-family dwellings (per F.S.) | EXEMPT |
| Affordable Housing individual one-, two-, and three-family lot (Low/Very Low) | EXEMPT |
| Affordable Housing dev't (Low/Very Low) | $10 per tree/Palm with a cap of $1,000.00 |
| <1-acre development | $100.00 per dbh-inch |
| | $100.00 per Palm |
| 1-acre to 5-acre development | $125.00 per dbh-inch |
| | $125.00 per Palm |
| >5-acre development | $150.00 per dbh-inch |

| | |
|---|---|
| | $150.00 per Palm |
| Grand Tree ..... | $300.00 per dbh-inch |
| Buy-out fee in lieu of (per tree) * ..... | $275.00 |
| **allowed per the Native Tree Replacement Fund (Appendix D, Section 9.272(I))* | |

**Current Application of Tree Removal Fees**

Staff has been reviewing the cumulative effect of the higher tree removal fees for individual parcels, especially for large, heavily treed properties. Several concerns were brought to staff attention, noting the possibility of total fees for a large, heavily treed parcel, far exceeding several million dollars. Additionally, several smaller, infill parcels were receiving high estimates for tree removal. Development of large undeveloped parcels, along with development/redevelopment of infill parcels, is a critical mission for the city and it was not the intent of the fee increases to hinder these developments.

Staff researched additional city tree removal fees and analyzed current tree removal requests, and proposes the following changes to the land alteration permit fees: add a maximum tree removal fee threshold based upon parcel acreage; align all tree removal fees to be $100 per dbh, in lieu of the larger fees for larger parcels; add a requirement of payment of the maximum tree removal fee if permits/fees are not obtained in advance of work; and remove all underbrush clearing fees except the $100 application fee.

The maximum Tree Removal Fees would be as follows:

- 2.5 acre parcel or less; single family residential zoned AEU/REU parcel .....$5,000
- 5 acre parcel or less……..…….....……$12,500
- 10 acre parcel or less…….…… .....……..$25,000
- 20 acre parcel or less…….…… .....……..$50,000
- 50 acre parcel or less……...… .....…..$125,000
- 100 acre parcel or less…… .....…….$200,000
- Over 100 acre parcel…….... .....……$400,000

The recommended tree removal fee changes would become effective on February 11th, 2026 and would apply to projects under review that have not paid tree removal fees.

**Recommendation**

Approval of the resolution to update development user fees for tree removal fees.

RESOLUTION NO. 4403

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING RESOLUTION NO. 4356 TO REVISE LAND ALTERATION PERMIT FEES; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, on May 27, 2025, City Council adopted Resolution No. 4356 which amended the schedule of miscellaneous development fees; and

WHEREAS, on June 10, 2025, City Council adopted Resolution No. 4357 which amended the effective date of the updated fee schedule for new applications; and

WHEREAS, City staff identified a need to amend these fees due to unintended consequences due to a lack of a maximum limit on tree removal fees; and

WHEREAS, this resolution provides for an amendment to Resolution No. 4356 to update land alteration permit fees.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 2. of Resolution No. 4356 is hereby revised as follows:

* * * *

Land Alteration Permit

Erosion/sedimentation control review.....$188.00

Underbrush clearing (~~applicant~~ application fee) ~~plus fees below~~ .....$100.00

~~< 1-acre development .....$50.00~~

~~1-acre to 5-acre development.....$75.00 per acre~~

~~> 5-acre development.....$100.00 per acre~~

Tree removal (application fee) plus fees below.....$100.00

Existing one-, two- and three-family dwellings (per Florida Statute) .....EXEMPT

Affordable housing individual one-, two- and three-family lot (low/very low).EXEMPT

Affordable housing development (low/very low).....$10.00 per tree/palm with a cap of $1,000

~~< 1-acre development~~ All other parcels of land$100.00 per DBH-inch / $100.00 per palm

~~1-acre to 5-acre development .....$125.00 per DBH-inch / $125.00 per palm~~

~~> 5-acre development.....$150.00 per DBH-inch / $150.00 per palm~~

Grand Tree.....$300.00 per dbh-inch

Maximum Tree Removal Fee Amount

2.5-acre parcel or less; single family residential zoned AEU/REU parcel....$5,000.00

5-acre parcel or less.....$12,500.00

10-acre parcel or less.....$25,000.00

20-acre parcel or less.....$50,000.00

50-acre parcel or less .....$125,000.00

100-acre parcel or less .....$200,000.00

Over 100-acre parcel .....$400,000.00

*Failure to obtain land alteration permit and tree removal fees prior to removal will result in paying the maximum fee amount based upon parcel acreage.

Buy-out fee in lieu of (per tree) * .....$275.00

**Allowed per the Native Tree Replacement Fund (Appendix D, Section 9.272(l))*

* * * *

SECTION 2. That the remaining provisions of Resolution Nos. 4356 and 4357 shall remain in full force and effect.

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: _____
Mayor Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Resolution No. 4403

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | City Clerk's Office |
| Presenter: | Kevin McKeown |
| Council District: | N/A |
| Reading Number: | 1 |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.23. |

**Subject:**
An ordinance increasing the frequency and duration of events (business promotions) on private property.

**Background/Consideration:**
Currently, Melbourne City Code provides that applicants may conduct special events on private property for a total of 30 days per year (permitted in five-day increments). Special activity permits are also issued for business promotions, which are defined as events that do not require City services, held at a place of business on private property for the sole purpose of promoting the business located on the property.

During its October 28, 2025 Regular Council Meeting, City Council discussed the City's special activity permitting process and directed staff to research the intensities of special events to provide local businesses with more opportunities to hold business promotions on private property. The proposed ordinance modifies the definition of a ‘business promotion’ and provides that applicants for business promotions may have up to 12 events per year (60 days permitted in five-day increments).

**Fiscal/Budget Impact:**
N/A

**Requested Action:**
Approval of Ordinance No. 2026-04.

# Business Impact Estimate

**To:** Mayor and City Council

**From:** Kevin McKeown, City Clerk

**Date:** February 10, 2026

**Re:** Proposed Ordinance Related to Business Promotions

---

## Summary of the Proposed Ordinance

The proposed ordinance increases the frequency and duration of special events (business promotions) on private property.

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

Based on the potential increase to the frequency and duration of special events, business that hold special events may pay additional application fees for the additional time granted for business promotions.

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

Any business within the City of Melbourne that applies for a special activity permit for events, including business promotions, on private property.

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING SPECIAL ACTIVITY PERMITS; MAKING FINDINGS; AMENDING CHAPTER 2 OF THE CITY CODE, ENTITLED “ADMINISTRATION”; AMENDING ARTICLE X, SPECIAL ACTIVITY PERMITS; AMENDING SECTION 2-673, DEFINITIONS; AMENDING SECTION 2-686, FREQUENCY AND DURATION OF EVENTS ON PRIVATE PROPERTY; PROVIDING FOR INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, Chapter 2, Article X of the City Code provides for the city’s special activity permitting process; and

WHEREAS, currently, City Code provides that applicants may conduct special events on private property for a total of 30 days per year (permitted in five-day increments); and

WHEREAS, special activity permits are issued for business promotions, which are defined as events that do not require city services held at a place of business on private property for the sole purpose of promotion the business located on the property; and

WHEREAS, during its October 28, 2025 regular meeting, City Council discussed the city’s special activity permitting process and directed staff to research the intensities of special events so as to provide local businesses with more opportunity to hold business promotions; and

WHEREAS, the proposed ordinance modifies the definition of a business promotion and provides that applicants for business promotions may have up to 12 events per year (60 days permitted in five-day increments).

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Sec. 2-673 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 2-673. Definitions.

* * * *

*Business promotion* means an event that does not require city services held at a place of business on private property for the sole purpose of promoting the business located on the property. A promotion may include, but not be limited to, placement of a balloon, banner, inflatable sign, temporary sign, or tent; sales and/or distribution of food and beverages (including alcohol); and use of sound amplification.

* * * *

SECTION 2. That Sec. 2-686 of the City Code of Melbourne, Florida, is hereby amended to read as follows:

Sec. 2-686. Frequency and duration of events on private property.

(a) The frequency and duration of events is calculated on a per building site basis. If a building site has multiple units, the frequency and duration shall apply to each unit. An applicant may conduct a special event for a total of 30 days per year and may conduct business promotions for an additional 30 days per year. Events are permitted in five-day increments and the five-day period must be consecutive. (For example, an applicant could conduct up to six, five-day events per year.) There is no waiting period between events.

* * * *

SECTION 3. Interpretation. That in interpreting this ordinance, underlined words indicate additions to existing text and ~~stricken words~~ indicate deletions from existing text. Asterisks (* * * *) indicate an omission from the ordinance of text, which exists in the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

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

SECTION 5. That this ordinance was passed on first reading at a regular meeting of the City Council on the day of , 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. 2026-04

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | City Manager's Office |
| Presenter: | Jennifer Spagnoli |
| Council District: | N/A |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.24. |

**Subject:**
Discussion regarding the Beautification and Energy Efficiency Board.

**Background/Consideration:**
This is a request for City Council direction relating to the future of the Beautification and Energy Efficiency Board (BEEB).

In a January 20, 2026 memorandum from the BEEB Chairperson, the Board has indicated frustration in the lack of perceived interest and/or participation in the BEEB's mission. According to the memo, the BEEB is looking for one of "two possible outcomes: (1) the city (re)commit to its renewable energy goal and convey to the BEEB specific actions it will implement to be more closely engaged with and supportive of its activities or (2) BEEB dissolution."

Section 2-207 of City Code describes the duties and purpose of the BEEB as: identifying and making recommendations to the City Council concerning affordable strategies associated with conservation, renewable energy and energy efficiency. The duties and initiatives are further defined as developing an environmental sustainability plan for City operations, developing an assessment plan to track the sustainability plan, providing an annual report to City Council, and reviewing and making recommendations on ordinances and policies that have an environmental impact on the City. Copies of City Code related to BEEB and the most recent BEEB annual report are attached.

Also provided is a memo from staff detailing the composition and attendance of the Board; a status on the Board's duties, purpose and initiatives; and an update on Solar Together. The memo also mentions staff time associated with supporting the Board and some limitations that the Board has experienced due to Sunshine Law.

Staff is requesting additional guidance from City Council on the BEEB's future. Should City Council decide to move forward with dissolving the Board, an ordinance to amend City Code and an amendment to Council Policy #35 is required. Should City Council decide to retain the Board, an agenda item will be prepared for City Council to recommit to the renewable energy goal and agree upon actions to be more closely engaged with and supportive of the Board's activities.

For information, the Board currently has two members whose terms will expire on February 12. 2026. Neither member has submitted an updated board application and both have indicated their intent not to commit further to serving on the Board until a response is received regarding the future of the

Board. There are outside applications from individuals interested in serving on the Board that could fill the current vacancies. However, based on Council's direction, appointing new members to the Board at this time may be premature.

**Fiscal/Budget Impact:**
There is no fiscal impact with this item at this time.

**Requested Action:**
Council discussion.

City of Melbourne
Environmental Community Outreach Division
2885 Harper Road • Melbourne, FL 32904 • (321) 608-5080 • Fax (321) 608-5005

**MEMORANDUM**

DATE: January 20, 2026
TO: Ms. Jenni Lamb
City of Melbourne City Manager
FROM: Randall W. Parkinson, Ph.D., P.G.
Chairperson
Beautification and Energy Efficiency Board
City of Melbourne
SUBJECT: Status

Much of the focus of the Beautification and Energy Efficiency Board (BEEB) since inception has been on the goal of achieving 100% clean energy use in all City of Melbourne operations by 2035. The construction of the new police headquarters with incorporation of a thermal ice storage system to lower HVAC costs in 2023 was an important initial outcome in the pursuit of that goal. The professional background and input of BEEB member Bruce Lindsay proved critical to a successful outcome. However, since then there has been little progress towards achieving the goal. The BEEB is now at a critical juncture and has prepared this memo to summarize the challenges it has not been able to overcome. Unless these issues can be resolved, it would appear the City will not be able to achieve its clean energy goals, and that the BEEB should be dissolved.

1. Solar Together. The city's electricity is provided by FPL and is participating in FPL's Solar Together Program (STP). Based upon an extensive analysis conducted by BEEB member Dr. Windsor, it would appear that by 2035, 71% of power provided to the city through that program could be from renewable energy sources. This is only an estimate, as the program documents he obtained and that were reviewed by BEEB were difficult to interpret with respect to the power generation sources. Over a period of months, BEEB requested FPL attend a meeting to clarify the sources of energy being used in the program and forecasts, but those requests were not often acknowledged and never answered. BEEB conveyed this reality to the Public Works and Utilities Director during the 2024 November meeting and sought assistance from the city to obtain the information necessary to ensure the STP data were interpreted correctly. That did not happen, so BEEB decided to work with the target

values it had derived from the available information. This was an important decision because the outcome was a recognition that the city would not be able to meet the goal of 100% renewables by 2035. Based upon this information, the BEEB began drafting revisions to City Code Chapter 2, Article IV, Division 3, Sec. 2-207 that would better align with STP renewable energy targets.

2. Revision of City Code Chapter 2, Article IV, Division 3, Sec. 2-207. Upon recognition of the fact that the ordinance goal of 100% renewable energy could not be met by 2035, during the 2024 November meeting BEEB begin working on revisions to the existing ordinance that would provide for a more realistic and achievable goal. A memorandum describing the rationale for and recommended changes to the ordinance was submitted to the City Manager in 2025 January. During the 2025 March meeting, the Public Works and Utilities Director was in attendance. She indicated there were problems with the memorandum. These were primarily related to formatting and the references made to existing ordinances and city codes. BEEB revised the memorandum and in 2025 July the City Council approved the recommended modifications as Ordinance 2025-29. During the next BEEB meeting in 2025 September, frustration was conveyed that during the six months that transpired between submission of the memorandum to the City Manager and City Council's approval, there was never any discussion between those parties and BEEB regarding why the original goal could not be met or what could be done to ensure the new year 2045 target could be achieved. At this point, BEEB realized that a commitment to achieving 100% renewable energy was no longer a city priority.
3. Annual Report. Every year, BEEB is required to submit an annual report. These were compiled by Ms. Joy Morris, BEEB vice chair. Given the emerging evidence of a lack of interest in BEEB or its mission, during the 2025 September meeting Ms. Morris inquired about who received the annual reports, how they were transmitted and whether or not they were actually read by anyone. She noted over the preceding eight years that BEEB never received feedback from the City Manager or the City Council regarding what actions might be taken to ensure progress was being made towards the ordinance goal. In 2025 October, BEEB was told the annual report is distributed as an email attachment to various staff and the Council. Upon receipt of this information Ms. Morris resigned, indicating she no longer felt a clear sense of purpose as a voluntary board member and was frustrated by the lack of interest or participation in the board's mission by city professional staff or the city council.

In summary, (1) over the past several years the city has not been meaningfully engaged with BEEB in pursuit of achieving 100% renewable energy use by 2045 and (2) reliance on STP alone will not be enough to achieve that goal. These observations yield two possible

outcomes: (1) the city (re)commit to its renewable energy goal and convey to BEEB specific actions it will implement to be more closely engaged with and supportive of its activities or (2) BEEB dissolution.

**Memorandum**

**To:** Jenni Lamb, City Manager

**Thru:** Jennifer Spagnoli, Public Works & Utilities Director

**From:** Megan Ruben, ECO Manager

**Date:** February 2, 2026

**Re:** Beautification and Energy Efficiency Board

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The Beautification and Energy Efficiency Board (BEEB) was established in 2017 with the approval of Ordinance No. 2017-49. The board's duties, as outlined in City Code, Section 2-207, include development of an environmental sustainability plan for city operations with a goal of achieving 100% clean energy by 2045 (originally 2035), and development of an assessment plan to track activities including an annual report to Council on the activities and implementation of the plan. Council Policy No. 35 – Energy Efficiency Policy was adopted on July 19, 2019 to be consistent with City Code.

The BEEB serves in an advisory capacity to the City Council, and their purpose is to identify and make recommendations to Council regarding affordable strategies associated with conservation, renewable energy and energy efficiency. The board may also recognize the efforts of others in the community who contribute to the beautification, environmental protection and enhancement of the City through award programs.

Per the duties assigned, The BEEB's Strategic Energy Plan was developed in 2021 and updated in 2022. The Plan outlines the City's transition to clean energy. The 2020 annual report was presented to Council by staff on December 8, 2020, and subsequent reports have been transmitted to City Council via email.

Recent accomplishments of the board:

- In 2023, the BEEB spearheaded a Greenhouse Gas Inventory with support from the Florida Audubon, International Council for Local Environmental Initiatives (ICLEI) and the Florida Institute of Technology (Student – Liana Van Woesik). The report was completed in December 2023. The inventory compiled information from the City's greenhouse gas emissions from City operations during the 2021 calendar year. Results indicate that City facilities use the most energy (51%), water/wastewater (33%), vehicle fleet (16%) and employee

commute (6%). Information from the report was included in the 2023-2024 Annual Report.

- The City joined the FPL SolarTogether program in August 2021 to expand solar energy use and reduce energy costs after the breakeven year. The City is in their fifth year of participating in the FPL Solar Together Program. The program approved the City for 29 million kilowatt-hours; however, the City currently uses 37 kilowatt-hours which equates to greater than seventy-five percent renewable energy. The original breakeven was estimated to be in the fourth year. FPL has not been provided with a recent update on the program. The City does receive the billing information which includes costs or credits. The City has expended approximately $300,000 towards the program and has yet to reach breakeven, even in year five of the program.

- During the 2024-2025 reporting period, BEEB provided the following awards:

    - Diamond Gems award to Green Gables in September 2024. The award was presented to Green Gables on June 28, 2025.
    - Creation of Most Valuable Pond (MVP) Award to promote the City's National Pollutant Discharge Elimination System (NPDES) permit requirements.
    - MVP award to Florida Tech in July 2025 for the outstanding maintenance and function of its stormwater pond located off Panther Place.

The City has made significant progress toward its clean energy goals:

- FPL offered an LED streetlight upgrade program which the City participated in to convert over 4,000 streetlights to LEDs.
- In FY 2025 and FY 2026 Facilities staff purchased a total of 138 LED heads to convert streetlights on US 1.
- The City has completed various energy efficiency projects at the water production and wastewater treatment facilities including LED lighting and changing out the reverse osmosis membranes to higher efficiency membranes to reduce energy usage.
- Energy reduction elements were incorporated into the Joseph Pellicano Law Enforcement Center project, which was awarded by City Council on June 14, 2022. These elements include a thermal storage system that produces and stores ice during off-peak hours for daytime cooling, reducing reliance on conventional air conditioning.
- The City also considers hybrid and electric vehicles (EVs) for fleet replacement. Of the City's 549 registered vehicles, 95 are diesel, 454 are gasoline, 39 are hybrids. Based on current market availability, 319 vehicles could potentially be replaced with a hybrid or EV, subject to further evaluation of operational feasibility.
- In the FY 2026 budget 21 of 26 vehicles will be replaced with a hybrid.

- Of the 51 road vehicles anticipated for replacement in FY 2027, 39 are projected to be hybrid vehicles.
- The City also has three EV chargers for the public and one for the Police Department. The EV Charger at City Hall was replaced in 2025.

In the 2024-2025 annual report, the BEEB raised concerns about the actual energy sources used by FPL through the FPL SolarTogether program, and whether the program would reach 100% renewable energy sources within the timeframe set by Council. Although FPL may not have renewable energy sources here in Brevard County, the program provides an offset by investing in renewable energy sources in other areas within Florida. The BEEB is unsure 100% renewable energy can be achieved even by 2045.

At its January 16, 2026, meeting, the board discussed the future of BEEB and drafted a letter to City Council seeking direction on the following:

1. Dissolve the BEEB.

2. Recommit to the existing renewable energy goal and convey to BEEB specific actions Council will implement to be more closely engaged with and supportive of BEEBs activities.

As an advisory board, while the BEEB can make recommendations to the City Council in order to achieve their goals, a significant amount of staff time and effort is required to manage the board including support for the meetings, such as preparing agendas, taking minutes, etc., as well as multiple staff members being in attendance at the meetings. Staff time is also required to respond to requests for information and at times, consulting services are required to review the board's recommendations. The board is also limited in some of its efforts and activities due to the Sunshine Law, such as conducting meetings offsite and touring other energy efficient buildings in the area.

Options for City Council to consider:

1. Dissolve the BEEB and direct staff to continue to consider and recommend affordable strategies associated with conservation, renewable energy and energy efficiency when economically feasible.

    - Past members of the board would still have the opportunity to meet informally and discuss energy goals and efficiency as a stakeholder or working group, such as the recently dissolved Golf Courses Advisory Board and Library Board.

    - There are also multiple vacancies on other City boards that past BEEB members could apply for if they wish to still serve as a volunteer board member.

2. Commit to a revised, achievable, renewable energy goal. The following tasks from neighboring Energy Efficiency and Sustainability Boards could be considered:

    - Energy and water use consumption and reduction
    - Tracking/Reducing the City’s carbon footprint
    - Environmental programs and events that promote environmental awareness and solutions
    - Stormwater projects and healthy lagoon efforts
    - Community resiliency and disaster recovery
    - Low impact development and green building techniques
    - Waste reduction

## BEEB Member Biographies

**Dr. Randall Parkinson – BEEB Chair, Regular Member -** Dr. Randall W. Parkinson is a 38-year resident of the City of Melbourne, Research Associate Professor in the Institute of Environment at Florida International University and a local business owner. He has been a member of the BEEB member since 2018.

**Bruce Lindsay – BEEB Regular Member -** Bruce Lindsay, PE, has over forty years in energy management and facilities operations. He was the energy manager for Brevard Public Schools and was most recently the business development leader for Trane Technologies' thermal storage business. He is the President of ASHRAE and has been a member of the BEEB since 2019.

**Wade Senti – BEEB Regular Member -** Wade Senti is an entrepreneur and business leader with experience in the development of technology companies, specifically in the critical minerals and natural resources sectors. Wade is President of Advanced Magnet Lab, Inc. (AML), a company developing advanced manufacturing of permanent magnets for commercial and defense applications. He has been a BEEB member since 2021.

**Dr. John Windsor - BEEB Regular Member -** Dr. John Windsor, Professor Emeritus at Florida Institute of Technology, began investigating and teaching environmental sciences more than 50 years ago. He has been a Brevard County resident since 1982, a resident of Melbourne since 2014 and BEEB member since 2018.

**Bob Klaproth – BEEB 1st Alternate –** Bob Klaproth has been a resident of South Brevard since 1959 and resident of the City of Melbourne since 1971. He is a U.S. Army veteran and worked for served the City of Melbourne for 30 years until he retired in 2009, last serving the Public Works & Utilities Director. He has been a BEEB member since 2023.

**Nicholas Frank Sanzone – BEEB 2nd Alternate Member -** A Brevard County native. Born and raised on the Indian River Lagoon. He is a surfer, an angler, an environmental scientist and has served on over 12+ community boards from nonprofits to governmental oversite boards. Mr. Sanzone believes in the ideals of stewardship and the idea that it is the duty of residents to be involved in their community to ensure the future of an area is maintained to accommodate the highest common good, just as a rising tide lifts all ships, so too does thoughtful community involvement guided by a well-educated and informed community. Nicholas recently joined the BEEB in July 2025.

The City of Melbourne

Public Works & Utilities Department • 2885 Harper Road, Melbourne, FL 32904 • (321) 608-5000

Minutes – Beautification and Energy Efficiency Board

City Hall Council Chamber

900 E. Strawbridge Avenue

Melbourne, FL 32901

**November 21, 2025 – 2:00 p.m.**

# A. Opening

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

   **Present:**

   Dr. Randall Parkinson, chair
   Dr. John Windsor
   Bruce Lindsay
   Wade Senti
   Bob Klaproth
   Nicholas Sanzone

   **The following staff members were also present:**

   Megan Ruben
   Todd Cook

4. Approval of Minutes

   Moved by B. Klaproth/B. Lindsay to approve October 17, 2025, regular meeting minutes. Motion carried unanimously.

5. Public Comment

   No comment.

## B. UNFINISHED BUSINESS

BEEB updates

a. Energy efficiency evaluations – Bruce Lindsay

No report.

b. Strategic energy plan – Dr. John Windsor

No report.

c. Alternative fuel vehicles – Wade Senti

Mr. Senti discussed preparing a memo for the Fleet division outlining feedback and recommendations for future vehicle purchases. The board further discussed the City's total vehicle inventory, current pricing for electric and hybrid vehicles, and available incentives. They also considered how many vehicles in the fleet could feasibly be replaced with hybrid or electric models. Dr. John Windsor questioned whether BEEB's effort and time were justified, noting that the number of hybrids currently in the fleet is very small relative to the total number of City vehicles and that hybrids do not fully eliminate carbon emissions. Ms. Ruben mentioned that 20 new hybrids will be purchased in 2026. Dr. Parkinson requested that Ms. Ruben express appreciation for the report provided by Daniel French on behalf of the BEEB.

d. Beautification- Todd Cook

Mr. Cook reached out to James Shackleford with the Melbourne Founder's Museum at Crane Creek to seek interest in a Gems award for their landscaping. The BEEB supported the award. Also, the city recently had a workshop to put fencing around a historical cemetery including burials recently discovered. Ms. Goode could not attend the meeting, but she did leave the finalized MVP award brochure that will be sent to all HOAs in the City. The Engineering Department now has a staff position that engages with property owners and HOAs to make sure they are meeting the stormwater management code and maintaining their stormwater systems.

e. Clean energy awards- Bruce Lindsay

Mr. Lindsay submitted a one-page summary for new PD Headquarters to city staff for further comments. Some photos were removed over security concerns. He will then send this to various energy efficiency organizations like the U.S. Green Building Council for letters of recommendation. They will not support it since they are not receiving fees for LEED certification studies. The Florida Solar Energy Center (FSEC) will no longer by funded by the Department of Energy and will be closing indefinitely. Mr. Lindsay's goal is to get letters of recommendation by the end of the year to send to the City Mayor and Manager.

## C. New Business

6. Discussion of attendance

   Mr. McKeown sent out an email to all recording secretaries about attendance for each of the board members whose terms are expiring and are seeking reappointment. They also reminded staff about keeping a track record of excused versus non-excused absences.

7. Discuss future of the BEEB

   Dr. Parkinson contacted Ms. Morris after her resignation to understand why she chose to leave after many years of service. Ms. Morris explained that she no longer felt a clear sense of purpose on the BEEB and was frustrated that the annual report had been sent to Council without any acknowledgment. In response, Ms. Ruben clarified that the annual report is prepared collaboratively by staff and a board member, approved by Jenni Lamb, and then forwarded to Council through the City Clerk's Office. She noted that the report is not placed on a city agenda, though board members may attend the meeting and comment during the public comment period. Dr. Parkinson expressed distress about the perceived lack of support for the BEEB, especially surrounding the annual report.

   The board discussed concerns regarding limited staff attendance, collaboration, and engagement in sustainability goals. Members also noted the positive contributions the BEEB has made, including development of a clean energy strategy, support for the FPL SolarTogether program, and involvement with the PD Headquarters project.

   Mr. Lindsay shared his experience as Energy Manager for Brevard County Schools, where energy costs were reduced by 25%, helping preserve teacher salaries. He warned that significant future energy costs will require increased city budgeting. Dr. Windsor expressed disappointment that the board was not making meaningful contributions and questioned whether the BEEB should continue. Mr. Klaproth voiced similar concerns. Mr. Sanzone, however, advocated for the board's continuation, urging members to make one more effort by drafting a letter and attending the next council meeting. He also noted additional opportunities for BEEB involvement related to beautification and energy efficiency. Mr. Lindsay agreed, stressing the value of having a panel of experts to advise the council and recommending that the annual report include upcoming programs rather than only past accomplishments.

   Dr. Parkinson responded that forecasting future energy plans is typically a consultant's responsibility or part of a multi-year energy assessment, which would be a substantial undertaking. He encouraged the board to prepare a letter outlining frustrations, solutions, and improvements needed to keep the BEEB active. Members discussed potential ideas and examples from other cities.

Dr. Windsor proposed that the next meeting include a single agenda item: the status of the BEEB. Members would list grievances, concerns, and recommendations, which would be compiled into a memo included in the meeting minutes and forwarded to the city manager. Ms. Ruben will request that each member prepare accomplishments, obstacles, and recommendations, and will invite the city manager to attend. The agenda will be made public after approval from Dr. Parkinson.

The board identified key obstacles, including minimal feedback and support from the city, lack of prioritization of sustainability goals, and limited involvement or engagement. Dr. Parkinson requested a two-sentence biography from each member noting their years of service. Recommendations included receiving feedback on the annual report, having the city manager attend at least one meeting annually to discuss energy issues, improving communication between the board and council, establishing an annual council agenda item to review the city's energy status and progress toward the 2045 clean energy goal or changes, and securing council review of the annual report. Dr. Parkinson will draft a memo for Ms. Ruben, and members will be able to provide input.

Motion to have one item on next agenda to discuss the future of BEEB. B. Klaproth/N. Sanzone. Motion passed unanimously.

8. Items for next agenda

   The future of the BEEB under "Unfinished Business". No other items.

9. Board announcements and comments

   Dr. Windsor brought up the next election and that people who are in favor of the board continuing could be chair and vice chair. Mr. Klaproth will be moved to a regular member unless he resigns. Mr. Sanzone will also move to first alternate or regular member depending on member status.

10. Public Comment

    No comment.

## D. Adjournment

Dr. Parkinson adjourned the meeting at 3:24 p.m.

Megan Ruben for Cheryl Caldwell, Recording Secretary

The City of Melbourne

Public Works & Utilities Department • 2885 Harper Road, Melbourne, FL 32904 • (321) 608-5000

Minutes – Beautification and Energy Efficiency Board

City Hall Council Chamber

900 E. Strawbridge Avenue

Melbourne, FL 32901

**January 16, 2026 – 2:00 p.m.**

DRAFT

# A. Opening

1. Call to Order
2. Pledge of Allegiance
3. Roll Call

**Present:**

Dr. Randall Parkinson, chair
Dr. John Windsor
Wade Senti
Nicholas Sanzone

**Absent:**

Bruce Lindsay
Bob Klaproth

**The following staff members were also present:**

Megan Ruben
Todd Cook
Cheryl Caldwell
Jennifer Spagnoli
Daniel French

4. Approval of Minutes

Moved by J. Windsor/N. Sanzone to approve November 21, 2025, regular meeting minutes. Motion carried unanimously.

5. Public Comment

No comment.

## B. UNFINISHED BUSINESS

6. BEEB updates

a. Discussion on the future of BEEB

Dr. Parkinson stated that this meeting is dedicated to the future of the BEEB. Dr. Parkinson has drafted a memo about such to be sent to the city manager and asked for any changes that need to be made by the BEEB or staff. Dr. Parkinson acknowledged Mr. Lindsay's contribution to facilitating the improvements of the new police building. A discussion ensued about the wording in the memo pertaining to Florida Power & Light (FPL) and it was clarified that FPL supplies the city's power. The FPL SolarTogether program is a program that the city participates in that generates a discount or credits on the city's energy bills. Dr. Parkinson pointed out that the allocation of the energy is partly fossil fuels and would never be 100% solar. Therefore, the city's goal to reach 100% clean energy will never be achieved. This information has been conveyed to the city in annual reports, yet there has been no response from the city and city council. Mr. Sanzone asked for clarification on the FPL issue and Dr. Windsor explained that all electricity is supplied by FPL and the city has bought into the SolarTogether program which provides a discount on electricity. Dr. Parkinson asked that after the revisions discussed were made, the letter will be printed on city letterhead to submit to the city manager. This motion was moved by Dr. Windsor, seconded by Mr. Sanzone, and passed unanimously.

Dr. Parkinson spoke about the summary statement in the letter that provides two options. One would be a recommitment of how the city would like to move forward, or the second would be to dissolve the BEEB entirely. The time period to receive actionable comments from the city manager is unknown, therefore, future meetings are on hold until a resolution is put forth. The many other things that the BEEB does, like awards and greenhouse gas emissions reports, were not included in the letter due to it being a memo, not a thorough document. Mr. Senti pointed out that the letter is to convince the city to procure or utilize resources to achieve the goals for the mission that was originally set. Dr. Parkinson stated that he was unsure if he would stay on the board due to the lack of response from the city since the BEEB was an advisory board and the BEEB hasn't gotten any feedback in the many years, he's been the chair. Mr. Senti questioned the need for an eight-panel board if there are no resources behind it. The work could be accomplished by a dedicated staff member or consultant. Dr. Parkinson spoke of the level of knowledge that this board holds yet the reports end up as email attachments with no feedback gained. Mr. Sanzone stated his participation on other boards has shown some of the same outcomes where things were accomplished in the early days but ended up changing drastically due to staff, board members, and city councils changing. Mr. Senti talked about his time on the Palm Bay Sustainability Board. Dr. Parkinson pointed out that the original staff and council members are all gone, which could play a part in the lack of attention the BEEB receives. Dr. Windsor pointed out that most of the city boards are well attended and asked how effective they were.

DRAFT

## C. New Business

7. Board announcements and comments

   None from the board. Ms. Ruben stated that Ms. Lamb, the city manager, couldn't attend this BEEB meeting, but has confirmed that the annual reports are sent to city council by email. Ms. Spagnoli confirmed her conversation with Ms. Lamb about the memo that is being produced by the BEEB and anything that comes from the BEEB does get placed in her city managers' report to the council. Ms. Spagnoli also spoke about the 13 other boards and how they all struggle to be filled. Some boards have been dissolved due to lack of projects. Dr. Parkinson asked if the city could be more proactive and at least respond to the advice that the BEEB takes time to research and report on. It is frustrating when no feedback or response is received. Mr. Senti pointed out that it takes a leader on the city council to take ownership of the goals of the boards like BEEB and right now, that is lacking. Dr. Parkinson thanked Ms. Spagnoli and asked for clarification on what the city manager had conveyed. Ms. Spagnoli also needs information from FPL about the SolarTogether program given that the five-year goals have not been met. Dr. Windsor pointed out that the lack of communication and feedback from the city council over a few years, about anything, is one of BEEB's main issues. Dr. Parkinson asked that since the present goals of the BEEB are impossible, where should the BEEB go from here and how could the energy priorities of the city change. Mr. Sanzone wanted clarification on possible outcomes after listening to this discussion. He asked if the two outcomes, recommitment or dissolving, could be the only options. He asked if the goals could be redefined and made more reasonable and that he would be interested in pursuing those ideas, including the beautification aspect. Dr. Parkinson agreed that reworking the goals toward the usage of renewable energy forms rather than the goal of 100% renewable energy would be more realistic. The beautification aspect, including the awards that BEEB gives out, are a part of this but not the core mission of BEEB. The memo will be sent to the city manager, and the response will dictate the date of the next BEEB meeting.

8. Public Comment

   No public comment.

## D. Adjournment

Dr. Parkinson adjourned the meeting at 2:48 p.m.

Cheryl Caldwell, Recording Secretary

DRAFT

**Beautification & Energy Efficiency Board 2026 Attendance; P=present; E= excused absense; U= unexcused absense**

| Current BEEB Member | Appoint/ Reappoint Date; Expiration Date | 25-Jan | February | March | April | May | June | July | August | September | October | November | December |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Dr. Randall Parkinson- Chair | 3 year-2-12-2027 | P | | | | | | | | | | | No Dec meetings are scheduled |
| Mr. Wade Senti | 3 year-2-12-2027 | P | | | | | | | | | | | |
| Dr. John Windsor | New Appoint 2-14-2023; 3 year- 2-12-2026/reappointed 2-14-23 | P | | | | | | | | | | | |
| Mr. Bruce Lindsay | Reappointed 2-14-23; 3 year- 2-12-2026 | E | | | | | | | | | | | |
| Mr. Bob Klaproth-Alternate | New Appoint 5-9-2023; 3 year unexpired term/ 2-12-2026 | E | | | | | | | | | | | |
| Mr. Nicholas Sanzone- Alternate | New Appoint 7-23-2025 | P | | | | | | | | | | | |

**Beautification & Energy Efficiency Board 2025 Attendance; P=present; E= excused absense; U= unexcused absense**

| Current BEEB Member | Appoint/ Reappoint Date; Expiration Date | | 25-Jan | February | March | April | May | June | July | August | September | October | November | December |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Dr. Randall Parkinson- Chair | 3 year-2-12-2027 | P | | **Cancelled** | P | P | P | **Cancelled** | P | **Cancelled** | P | P | P | No Dec meetings |
| Ms. Joy Morris- Vice Chair | 3 year-2-12-2027 | P | | | E | E | P | | P | | P | E | Resigned | are scheduled |
| Mr. Wade Senti | 3 year-2-12-2027 | E | | | P | P | P | | P | | P | P | P | |
| Dr. John Windsor | New Appoint 2-14-2023; 3 year- 2-12-2026/reappointed 2-14-23 | P | | | P | P | P | | E | | P | E | P | |
| Mr. Bruce Lindsay | Reappointed 2-14-23; 3 year- 2-12-2026 | P | | | P | P | E | | P | | P | E | P | |
| Mr. Bob Klaproth-Alternate | New Appoint 5-9-2023; 3 year unexpired term/ 2-12-2026 | P | | | E | E | P | | P | | P | U | P | |
| Mr. Nicholas Sanzone- Alternate | New Appoint 7-23-2025 | | | | | | | | | | P | P | P | |
| Past Members | | | | | | | | | | | | | | |
| Mr. Andrew Pappas | New Appoint 1-9-2024; Resigned-Term ended 2-12-25 | E | | | | | | | | | | | | |

**Beautification & Energy Efficiency Board 2024 Attendance; P=present; E= excused absense; U= unexcused absense**

| Current BEEB Member | Appoint/ Reappoint Date; Expiration Date | January | February | March | April | May | June | July | August | September | October | November | December |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Dr. Randall Parkinson- Chair | 3 year-2-12-2027 | P | P | P | **Cancelled** | P | P | P | P | E | P | P | No Dec meetings |
| Ms. Joy Morris- Vice Chair | 3 year-2-12-2027 | P | P | P | | P | P | P | E | P | P | E | are scheduled |
| Mr. Wade Senti | 3 year-2-12-2027 | P | E | P | | P | E | P | P | P | P | P | |
| Dr. John Windsor | New Appoint 2-14-2023; 3 year- 2-12-2026/reappointed 2-14-23 | E | P | P | | P | P | P | P | P | P | P | |
| Mr. Bruce Lindsay | Reappointed 2-14-23; 3 year- 2-12-2026 | E | P | P | | P | E | P | P | P | P | P | |
| Mr. Bob Klaproth-Alternate | New Appoint 5-9-2023; 3 year unexpired term/ 2-12-2026 | P | P | P | | P | P | P | P | P | P | P | |
| Past Members | | | | | | | | | | | | | |
| Mr. Andrew Pappas | New Appoint 1-9-2024; Resigned-Term ended 2-12-25 | P | P | E | | P | E | P | P | E | P | P | |

DIVISION 3. - BEAUTIFICATION AND ENERGY EFFICIENCY BOARD

*Footnotes:*
*--- (**7**) ---*
***Editor's note—** Ord. No. 2017-49, § 1, adopted Oct. 24, 2017, changed the title of Div. 3 from "Beautification and Environmental Advisory Committee" to read as herein set out.*

Sec. 2-202. - Created.

There is hereby created and established the "Melbourne Beautification and Energy Efficiency Board".

(Code 1984, § 2-96; Ord. No. 2008-10, § 1, 3-25-2008; Ord. No. 2017-49, § 1, 10-24-2017)

Sec. 2-203. - Composition.

(a) The beautification and energy efficiency board shall consist of five regular members and two alternate members appointed by the city council. At least two of the regular or alternate members are encouraged to be business owners. To the greatest extent possible, members shall have the following backgrounds: economic development or business; environmental protection, natural resources management, or sustainability practices; social services or community health; urban planning or transportation planning; education; environmental law; science; horticulture; marine industry; or retired military personnel.

(b) The two business owners along with two regular or alternate members are not required to be city residents; however, they shall be residents of Brevard County.

(c) Alternate members may participate in the discussion of every item. An alternate member may only vote in the absence of a regular member. In the event that four regular members are present and voting and two alternate members are present, the first alternate member may vote and make motions with regard to agenda items.

(Code 1984, § 2-97; Ord. No. 2008-10, § 1, 3-25-2008; Ord. No. 2017-49, § 1, 10-24-2017; Ord. No. 2019-36, § 1, 8-13-2019; Ord. No. 2025-29, § 2, 7-8-2025)

Sec. 2-204. - Terms of members.

The members of the beautification and energy efficiency board shall initially serve staggered terms. Three regular members shall serve for three years; two regular members shall serve for two years; and two alternate members shall serve for one year. Thereafter, the members shall serve three-year terms.

(Code 1984, § 2-98; Ord. No. 2008-10, § 1, 3-25-2008; Ord. No. 2017-49, § 1, 10-24-2017)

Sec. 2-205. - Quorum; meetings.

(a) The presence at a meeting of three regular or alternate members of the board constitutes a quorum. The affirmative vote of three regular or alternate members shall be necessary for the adoption of any motion.

(b) The board shall meet monthly at city hall on a regular schedule as determined by the board. If there is no business to conduct, a meeting shall not be held.

(Code 1984, § 2-100; Ord. No. 2008-10, § 1, 3-25-2008; Ord. No. 2017-49, § 1, 10-24-2017)

**Editor's note—** Ord. No. 2017-49, § 1, adopted Oct. 24, 2017, changed the title of § 2-205 from "Quorum; authority" to read as herein set out.

Sec. 2-206. - Authority.

The beautification and energy efficiency board shall serve in an advisory capacity to the city council. No recommendations of the board shall be binding on the city council, city staff, or other city boards, and the city council shall retain the final authority and power to make binding decisions concerning the adoption, repeal, alteration or amendment of ordinances, resolutions, policies and procedures, and other actions, which the board has reviewed or recommended.

(Code 1984, § 2-101; Ord. No. 2008-10, § 1, 3-25-2008; Ord. No. 2017-49, § 1, 10-24-2017)

**Editor's note—** Ord. No. 2017-49, § 1, adopted Oct. 24, 2017, changed the title of § 2-206 from "Duties, objectives, and goals" to read as herein set out.

Sec. 2-207. - Duties and purpose.

(a) The beautification and energy efficiency board shall identify and make recommendations to the city council concerning affordable strategies associated with conservation, renewable energy (i.e., solar, hydrogen, nuclear gas, biofuels, recycled natural gases, waste to energy conversion) and energy efficiency. Duties of the board shall include:

(1) Develop an environmental sustainability plan for city operations with a goal of achieving 100 percent clean energy by 2045 in city operations.

(2) Develop an assessment plan to track activities and implementation of the city's environmental sustainability plan. Provide an annual report to the city council on activities and implementation of the plan.

(3) Review ordinances and policies that have an environmental impact on the city and make recommendations to city council. Such topics may include standards for recycling, environmental standards, preservation and landscape design, and floodplain

management.

(b) Initiatives of the board may include:

(1) Research, identify, and recommend to the public affordable strategies associated with conservation, renewable energy, and energy efficiency.

(2) Research and recommend to the public financial initiatives and resources that are available to offset costs associated with renewable energy initiatives.

(3) Recognize the efforts of others who contribute to the beautification, environmental protection, and enhancement of the city.

(c) The board shall perform such additional duties and services as may from time to time be assigned by the city council.

(Ord. No. 2017-49, § 2, 10-24-2017; Ord. No. 2025-29, § 3, 7-8-2025)

Secs. 2-208—2-235. - Reserved.

30. **Parades, Public Parking Lot Fee Charged During Same**: The parking fee for public parking lots that is in place during special events will not be charged during parades. (3/10/2015, Item 6; reviewed with no changes 10/22/2024.)

31. *[RESERVED. Former delegation of authority policy. See Policy #32.]*

32. **City Manager Authority to Negotiate and Execute Certain Documents and Agreements** – Resolution No. 3810 (12/11/2018) delegates authority to the City Manager or any person appointed by the City Manager to be Acting City Manager to execute and negotiate stormwater maintenance agreements; approve and execute satisfactions of liens pursuant to CDBG, HOME, SHIP or other similar programs; execute satisfactions or partial releases of code enforcement liens (when approved by City Council or when lien is paid in whole); negotiate and execute pre-annexation agreements; execute state road/temporary road closing application forms (authority also delegated to City Engineer or any Deputy City Manager); negotiate and execute unity of title agreements; negotiate, accept, and execute easements; accept and execute binding lot agreements; negotiate and execute fire protection agreements; execute release of lot clearing liens; execute release of water and sewer liens; negotiate and execute utility line extension deferred payment agreements; execute acceptance of bill of sale for water, sewer, or drainage facilities; negotiate and execute right-of-way use agreements; execute Florida Power & Light street lighting agreements; and negotiate and execute agreements with private property owners to use private property for fire, rescue and law enforcement training.

33. **City Manager Authority to Award and Distribute Funds Pursuant to the City's Tenant Based Rental Assistance Program** – Resolution No. 3834 (4/23/2019) delegates authority to the City Manager or designee to negotiate, execute, and award individual eligible household rental funding pursuant to the city's Tenant Based Rental Assistance Program Policies, subject to conditions outlined in the resolution.

34. **City Manager Authority to Negotiate and Execute Florida Power and Light Street Lighting Agreements Utilizing Light Emitting Diode (LED) Lighting** – Adopted by Resolution No. 3851 (7/9/2019).

35. **Energy Efficiency Policy**: Adopted on 7/23/2019 at the request of the Beautification and Energy Efficiency Board (BEEB):

    The city is committed to using and purchasing energy in the most efficient, cost-effective and environmentally responsible manner. Energy management investments should yield economic returns or benefits to meet or exceed the city's investment.

    The city will integrate energy management considerations into its everyday business practices.

    The city will apply consistent methods of financial analysis on energy investments that consider total cost of ownership and operations.

    The city will leverage available federal, state and local resources to assist in achieving the city's energy management goals.

Consistent with City Code, the BEEB is directed to develop an environmental sustainability plan for city operations with a goal of achieving 100% clean energy by 2035.

Consistent with City Code, the BEEB will provide an assessment plan to track activities and implementation of the plan.

The BEEB will report on the progress of energy investments based on specific key performance indicators and communicate results to employees and City Council as appropriate.

The BEEB will continuously update efforts and plans.

36. **Mayor and Council Travel and Per Diem Budget** – (Adopted 11/26/2019)

a. The Mayor and City Council hereby make a finding that attending events (in Brevard County) sponsored by the Space Coast League of Cities, Economic Development Commission, and Melbourne Regional Chamber serve a valid public purpose as entities that create a forum for municipal education, legislative developments, economic opportunity incentives, and collaborative efforts. Further authorization by the City Council is not required for Council Members to attend these events at the cost of the city, provided that the funding has been budgeted.

b. If a Council Member wishes for the city to pay the cost to attend an event sponsored by any other organization, the City Council must approve the expenditure and make a finding that attendance at the event serves a valid public purpose.

c. Generally, the city will not pay the cost for elected officials to attend events that are considered fund-raisers or where the purchase of a ticket is considered a donation to the nonprofit organization that is conducting the event. However, any member of City Council who wishes for the city to pay the cost to attend such an event may request, through either the City Manager or City Clerk, for the item to be placed on the next City Council agenda for approval and a finding that attendance at such event serves a valid public purpose.

37. **Apple Business Manager Program** – Resolution No. 3898 (1/14/2020) authorizes the city's participation in the program; authorizes the City Manager to execute documents relating to same; and authorizes City Manager to delegate execution of routine documents relating to the program to particular city employees, provided such delegation specifically identifies the scope of delegation, including the routine documents that may be executed, and designates the name and position of the employee with delegation authority.

38. **Golf Course Operations**: The City Manager is authorized to develop, modify and maintain a fee structure that allows for promotional, special and discount programs to enhance revenue generation at the Crane Creek and Harbor City golf courses. (6/9/2020; Item 20; reviewed with no changes 2/11/2025.)

# Annual Report
# Beautification and Energy Efficiency Board
# City of Melbourne

May 2025

## Introduction

The Beautification and Energy Efficiency Board (BEEB) of Melbourne, Brevard County, Florida serves as the City's roadmap for making recommendations to City Council concerning affordable strategies associated with conservation, renewable energy, energy efficiency and achieving 100 percent clean energy by 2035 in City operations. The BEEB is committed to pause each year to review our progress and course correct as needed to quickly advance towards City goals. This report highlights the BEEB's projects from March 2024 – March 2025.

This report has been prepared with input from BEEB members and approved by the BEEB on May 19, 2025. The report is submitted to the City Council and available publicly on the City of Melbourne Beautification and Energy Efficiency Board website (https://www.melbourneflorida.org/Government/Municipal-Boards/Beautification-Energy-Efficiency-Board). The City of Melbourne is the primary stakeholder for BEEB activities in environmental sustainability. Support from City officials and City Council is vital to the City's energy and sustainability efforts.

## BEEB Background

The BEEB was established in 2017 and charged with developing an environmental sustainability plan for City operations, assessing implementation of the plan and providing an annual report to the City Council. In addition, the BEEB reviews ordinances and policies having an environmental impact on the City. Also, the BEEB recognizes the efforts of others who contribute to the beautification, environmental protection and enhancement of the City.

For this reporting period, the BEEB met 9 times on the following dates: March 15, 2024, May 17, 2024, June 21, 2024, July 19, 2024, August 16, 2024, September 20, 2024, October 18, 2024, November 17, 2024, and January 17, 2025. These meetings were open to the public. Minutes for all meetings are posted at the City of Melbourne Beautification and Energy Efficiency Board website.

The BEEB is comprised of five regular members and two alternate members appointed by City Council. The following individuals currently serve on the BEEB: Dr. Randall Parkinson, chair; Joy Morris, vice-chair; Bruce Lindsay, regular member; Dr. John Windsor, regular member; Wade Senti, regular member; Andrew Pappas, alternate member and Bob Klaproth, alternate member.

The BEEB would like to thank the following City Staff for their support to the board: Todd Cook, Cheryl Caldwell, Ross McGinn, Jennifer Spagnoli, Megan Ruben, Lisa Goode and Jeff Whitehead. Also, the BEEB would like to thank past City Staff members Adam Klaproth and Jennifer Wilster for their contributions to the board.

## Environmental Sustainability Plan for City Operations

In 2017, City Council adopted Ordinance No. 2017-49 to transition City operations to clean energy. As part of this commitment, the City continues to make incremental

progress to integrate sustainability in operations to meet Ordinance No. 2017-49 code requirements.

The City Public Works and Utilities Department Environmental Community Outreach Division provides the City's environmental stewardship efforts by making significant impacts in decreasing water usage, improving surface water quality, increasing recycling rates and reducing litter.

Four focus areas are discussed during BEEB meetings. They are City Energy Efficiency Evaluations, Strategic Energy Plan, Alternative Fuel Vehicles, Brevard Resilience Interagency Collaborative and Beautification. These focus areas, along with the City's environmental sustainability commitment, have been the foundation for the advancement of reaching the City's beautification and energy efficiency goals.

## BEEB Focus Areas

The following BEEB focus areas serve as a venue for City staff, members of the public and subject matter experts to participate and voice recommendations for the City's engagement in sustainability efforts.

Energy Efficiency Evaluations. The City continues to audit the use of energy connected to fossil fuels and carbon dioxide emissions providing a sense of the City's consumption and associated costs.

In 2023, the BEEB supported future replacement of City Hall's current chiller-cooled system to a thermal ice storage chiller system as an internal energy efficiency strategy and requested evaluation of potential locations for the installation of the external elements of the chiller system. In March 2024, the BEEB was notified that the chillers have a ten-year warranty after installation in 2017 and will be placed on the capital improvement budget for replacement in two years unless the system fails unexpectantly. This project is being considered for 2027; all tax credits, cost and placement of the unit will be considered at this time.

FIT students presented, at a national conference in February 2024, energy efficiency findings for the Joseph Pellicano Law Enforcement Center. This information is scheduled to be presented to the BEEB at a future date.

Strategic Energy Plan. The BEEB continues to follow the City's usage of energy by year with the long-term goal of being 100 percent sustainably sourced by 2035. The City is in their fifth year of participating in the FPL Solar Together Program where the BEEB reviewed data from the FPL Generation by Fuel Type Report. Certain energy sources being used by FPL have come into question regarding the actual energy resources including fossil fuels. The BEEB has asked FPL to provide a presentation and address concerns; FPL has not responded. Without this information the BEEB is concerned the original board ordinance, establishing the composition of the BEEB, of 100 percent sustainable energy by 2035 is not attainable. Recommendations for changes to long term goals were approved by BEEB and forwarded to the city manager.

Alternative Fuel Vehicles (AFV). The City received a $146,130 Energy Efficiency and Conservation Block Grant from the US Department of Energy. Funding will be used for the implementation of an electric pilot program for the purchase of two electric pickup trucks and a vehicle charging station to be used by the Meter Service Division.

Electric vehicle charging stations were installed at the Joseph Pellicano Law Enforcement Center to serve customers. The electric vehicle station at the Eau Gallie Library, installed in 2024, has served 789 customers, generated $3179 net revenue and was 100% in service.

At each BEEB meeting, members discussed AFV current affairs and issues of trade wars, supply chains and inflation resulting in impacts to the budgets.

Brevard Resilience Interagency Collaborative (BRIC). The BRIC was established to focus on Brevard County municipalities working together to create a resilient and sustainable future for Brevard County communities. The BEEB supports this ongoing collaboration. One BRIC meeting was held, during the BEEB reporting period, which focused on LEED certification.

Beautification. The City continues to improve the beauty of the City by updating landscaping, planting trees and adding buffer zones to parks which include sea oats and mangroves. Dugouts and playgrounds were also replaced at city parks.

The City has been certified as a Tree City USA participant for 35 years. The Tree City USA program provides communities with a framework to maintain and grow their tree cover and to show residents and visitors they're committed to the mission of environmental change. Being a part of Tree City USA not only beautifies the community but also improves urban forestry, stormwater management and an overall healthier environment.

Other activities. Throughout the year, the BEEB may engage in other activities deemed to be included as appropriate action(s) for the group to pursue.

a. Joseph Pellicano Law Enforcement Center Tour. Members of the BEEB toured the new law enforcement center to view environmental and energy efficient components included in the design/construction of the facility.

b. Presentations. The following briefings were presented to the BEEB during this reporting period.

- Brevard County solid Waste Facilities, presented by Kevin Smith, provided an overview of the county solid waste facility and recycling efforts. Contamination in household recycling material remains an issue. Contamination efforts have been as high as 33% with 1,200-4,400 tons of recycled material being diverted to landfills. Mr. Smith attributed this to a decrease in educational outreach efforts which is needed to clear up confusion over acceptable material and differences in municipal recycling programs.

## BEEB Awards

Clean Energy Award. In 2021, the BEEB developed a Clean Energy Award to encourage and publicly celebrate those in the Melbourne community who adopt efficient, sustainable and resilient technologies. The BEEB recruited four engineering/sustainability organizations to review the technical merits of the projects and recommend award approval. The four organizations are the American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE), Association of Energy Engineers (AEE), US Green Building Council (USGBC) and Drive Electric-Florida (DEFL). There were no Clean Energy Awards presented in this reporting period. Award considerations being evaluated is the Joseph Pellicano Law Enforcement Center.

GEMS Award. The GEMS award was established to raise awareness about the efforts of the BEEB while recognizing a Melbourne citizen's home or business for their landscape beautification. Green Gables applied for the GEMS Diamond award in September 2024. The BEEB approved moving forward with presenting the award. At the time of this report, Green Gables has not provided a date/time for the award presentation.

MVP Award. Melbourne's Valuable Pond (MVP) award program, presented by Lisa Good, is an award being developed by the City to meet City National Pollutant Discharge Elimination System permit requirements. The permit went into effect for the City on December 2, 2024, and requires community participation to increase education and awareness of the City Stormwater Program. Ms. Good presented several times throughout the reporting period to solicit BEEB support in the development of an award for stormwater ponds to recognize communities on the health and beautification of stormwater ponds.

## Conclusion/Way Forward

Much of the BEEB's focus over the last six years has been evaluating the likelihood of the City reaching its goal of 100 percent clean energy by 2035 in city operations, a primary goal of Ordinance No. 2017-49. Based on the evaluation, the BEEB concludes that the goal of achieving 100 percent clean energy in city operations by 2035 is unrealistic. The BEEB is working with city staff to request city council consider updating city code to extend the 2035 goal date to 2045 and adopt a more definitive definition of clean energy.

In addition, regarding alternative fuel vehicles, the potential for unpredictability within the supply chain for procurement of vehicles, capital equipment, and other goods could impact the City of Melbourne's ability to achieve energy efficiency goals near-term and over the course of the plan. The changing landscape with manufacturing, trade, and potential conflicts with China and other nations could limit export or present cost increases. By example, availability of permanent magnets or electric battery materials may impact the City's ability to procure affordable and reliable alternative fuel vehicles.

For the upcoming reporting period, the BEEB will continue discussions in key focus areas, as well as other activities deemed appropriate for the board to pursue.

# Annual Report
# Beautification and Energy Efficiency Board
# City of Melbourne

March 2024

## Introduction

The Beautification and Energy Efficiency Board (BEEB) of Melbourne, Brevard County, Florida serves as the City's roadmap for making recommendations to City Council concerning affordable strategies associated with conservation, renewable energy, energy efficiency and achieving 100 percent clean energy by 2035 in City operations. The BEEB is committed to pause each year to review our progress and course correct as needed to quickly advance towards City goals. This report highlights the BEEB's projects from March 2023 – March 2024.

This report has been prepared with input from BEEB members and approved by the BEEB on March 15, 2024. The report is submitted to the City Council and available publicly on the City of Melbourne Beautification and Energy Efficiency Board website (https://www.melbourneflorida.org/about/municipal-boards/beautification-and-energy-effeciency-board). The City of Melbourne is the primary stakeholder for BEEB activities in environmental sustainability. Support from City officials and City Council is vital to the City's energy and sustainability efforts.

## BEEB Background

The BEEB was established in 2017 and charged with developing an environmental sustainability plan for City operations, assessing implementation of the plan and providing an annual report to the City Council. In addition, the BEEB reviews ordinances and policies having an environmental impact on the City. Also, the BEEB recognizes the efforts of others who contribute to the beautification, environmental protection and enhancement of the City.

For this reporting period, the BEEB met 10 times on the following dates: March 17, 2023, April 21, 2023, June 16, 2023, July 21, 2023, August 18, 2023, September 15, 2023, October 20, 2023, November 17, 2023, January 19, 2024 and February 16, 2024. These meetings were open to the public. Minutes for all meetings are posted at the City of Melbourne Beautification and Energy Efficiency Board website.

The BEEB is comprised of five regular members and two alternate members appointed by City Council. The following individuals currently serve on the BEEB: Dr. Randall Parkinson, chair; Joy Morris, vice-chair; Bruce Lindsay, regular member; Dr. John Windsor, regular member; Wade Senti, regular member; Bob Klaproth, alternate member; and Andrew Pappas, alternate member.

The BEEB would like to thank the following City Staff for their support to the board: Todd Cook, Cheryl Caldwell, Jennifer Spagnoli, and Jennifer Wilster. Also, the BEEB would like to thank past member, Dr. Troy Nguyen and City Staff member Megan Ruben for their contributions to the board.

## Environmental Sustainability Plan for City Operations

In 2017, City Council adopted Resolution number 3360 to transition City operations to clean energy. As part of this commitment the City continues to make incremental

progress to integrate sustainability in operations to meet Resolution number 3360 requirements.

Each month the City Public Works and Utilities Department continues to publish the Public Works & Utilities Connection newsletter, which showcases energy conservation, water conservation, environmental protection, reclaimed water, stormwater protection and recycling projects the City is working on. The publication also outlines the monthly water usage and raw/finished water quality statistics which identifies an energy savings for the City. Statistics for wastewater treatment operations, streets and stormwater management and capital projects status summaries are also provided. The City also publishes a quarterly environmental conservation newsletter with helpful environmental news and tips.

Four focus areas are discussed during BEEB meetings. They are City Energy Efficiency Evaluations, Strategic Energy Plan, Alternative Fuel Vehicles, Brevard County Sustainability Working Group and Beautification. These focus areas, along with the City's environmental sustainability commitment, have been the foundation for the advancement of reaching the City's beautification and energy efficiency goals.

## BEEB Focus Areas

The following BEEB focus areas serve as a venue for City staff, members of the general public and subject matter experts to participate and voice recommendations for the City's engagement in sustainability efforts.

Energy Efficiency Evaluations. The City continues to audit the use of energy connected to fossil fuels and CO2 emissions providing a sense of the City's consumption and associated costs.

A Greenhouse Gas Inventory was completed through support from the Florida Audubon, International Council for Local Environmental Initiatives (ICLEI) and the Florida Institute of Technology (Student – Liana Van Woesik). This inventory compiled information from the City's greenhouse gas emissions from City operations during the 2021 calendar year. The report was completed in December 2023, indicates City facilities use the most energy (51%), water/wastewater (33%), vehicle fleet (16%) and employee commute (6%). The City should further expand on this report in future years and possibly separate the water and wastewater to further understand the full depth of energy use versus cost.

Joseph Pellicano Law Enforcement Center Thermal Ice Plant – In April 2023, construction began on the new City police headquarters which will include a thermal ice-storage air conditioning system; the BEEB recommended to take advantage of a $600 kilowatt rebate. Incorporating the thermal ice-storage system qualifies the City to receive a 40% tax credit through the Inflation Reduction Act. The BEEB provided suggestions and documentation to the City engineering team and the general contractor for the IRA incentive application to submit to the IRS in 2024 at construction completion.

City Hall Chiller System – The BEEB supports the future replacement of City Hall's current chiller-cooled system to a thermal ice storage chiller system as an internal energy efficiency strategy. The BEEB notified the City Manager via memorandum August 30, 2023 (attachment 1) to request evaluation of potential locations for the installation of the external elements of the chiller system. In addition, the BEEB requested authorization of the City's continuing consultant to perform a location cost-benefit analysis prior to formally considering a capital improvement project for the thermal ice storage chiller system. An initial evaluation completed by an engineering student indicates it may be cost prohibitive due to the underground utilities which has directed the City Engineering Department to evaluate other locations.

Strategic Energy Plan. The BEEB continues to follow the City's usage of energy by year.

The City is in their third year of participating in the FPL Solar Together Program. The program approved the city for 29 million kilowatt-hours where the City uses 37 kilowatt-hour which is seventy-five percent renewable energy. There is a 2.35% increase in pricing; utility bills increased by 19% from 2022 which is mostly due to the natural gas prices. This increase in pricing should break even within 10 years of participating in the program. Two articles in Florida Today newspaper, shared with board members, showed other government organizations participation in this program and the benefits from future participation. They were titled "FPL, Duke programs aim to spur solar," dated Feb. 18, 2024 and "Wind and solar work in extreme weather," dated Feb. 17, 2024.

The City has budgeted to replace the existing high-pressure sodium streetlights to LEDs on US Highway 1 from Post Road to Aurora Road.

Alternative Fuel Vehicles (AFV). In 2023, the City purchased two Ford Maverick hybrid trucks and the City Council approved the purchase of 10 additional hybrid vehicles. BEEB continues to research and evaluate the use of electric vehicles (EV) versus hybrid vehicles.

The City is working with Florida Power and Light (FPL) to evaluate installing EV chargers on City property. The City is also evaluating other aspects of incorporating charging opportunities within the City. City staff met with FPL representatives regarding public charging stations at City Hall and fleet charging stations on Harper Road. They discussed placing four EV chargers at City Hall. The City found that the location for the FPL-required easement would not be feasible and is looking for other locations in the downtown area. Four chargers at the Harper Road complex would not be part of the FPL Evolution Program and could be paid through the DOE Energy Efficiency and Conservation Block Grant Program. The BEEB voted to support the two initiatives being investigated by the City and notified the interim City Manager via memorandum on April 24, 2023 (attachment 2).

Brevard County Sustainability Working Group (BSWG). The BSWG was formed as a catalyst for the advancement of sustainability in Brevard County. Members consist of individuals from government agencies, non-profit and non-governmental organizations,

academia and businesses who focus on natural, social and economic resources. The BSWG identifies needs and anticipates sustainability issues as well as provide potential for stronger impacts for change in Brevard County by working together across boundaries. Staff and BEEB members continue to participate in BSWG and discuss BSWG topics during the monthly BEEB meeting. The BSWG is in the process of being reformed into the Brevard Resilience Interagency Collaborative (BRIC) which will focus on Brevard County municipalities working together to create a resilient and sustainable future for Brevard County communities. The BEEB supports this ongoing collaboration.

Beautification. The City continues to improve the beauty of the City by updating signage throughout City parks, partnering with outside organizations to update landscaping at City memorial sites and parks.

In November 2023, the City Parks Division hosted a delegation from the City of Ft. Pierce to tour downtown Melbourne and Eau Gallie to discuss their best management practices.

The City has been certified as a Tree City USA participant for 34 years. The Tree City USA program provides communities with a framework to maintain and grow their tree cover and to show residents and visitors they're committed to the mission of environmental change. Being a part of Tree City USA not only beautifies the community but also improves urban forestry, stormwater management and an overall healthier environment.

Other activities. Throughout the year, the BEEB may engage in other activities deemed to be included as an appropriate action(s) for the group to pursue.

a. Indian River Lagoon (IRL) Day. IRL Day, held at Front Street Park on November 18, 2023, was hosted by the cities of Melbourne and Satellite Beach, The Brevard County Natural Resources Management Department and the Indian River Lagoon National Estuary Program to provide the local community with environmental sustainability education, exhibits and resources.

b. Seminar and Forum. The City cosponsored the annual Florida Friendly Landscaping Seminar at the Melbourne Auditorium on March 23, 2023 and the Make a Green Noise Forum on October 28, 2023 to foster community engagement while addressing environmental concerns for the City.

c. Earth Day/Arbor Day. The City celebrated Arbor Day and Earth Day April 21-22, 2023 at the Joe Davis Community Center. On April 21, students from University Park Elementary School participated in environmental sustainability activities and then with the Melbourne Garden Club gathered for a tree planting ceremony in honor of Arbor Day and the 100$^{th}$ anniversary of the Florida Federation of Garden Clubs Inc. On April 22, the City cosponsored the Make a Green Noise: Rising Tide Forum which focused on sea level rise, climate migration and climate gentrification.

d. Presentations. The following briefings were presented to the BEEB during this reporting period.

- Downtown Beautification and Stormwater Retrofit Project presented by Dani Straub, City of Melbourne Engineering Project Manager. Ms. Staub provided information on the current and future green infrastructure projects throughout the City. The City was looking into installing Bio-Mods in the existing landscape in the downtown area, which would help remove nitrogen and phosphorus from runoff. However, due to significantly higher bid amounts than budgeted and a downtown streetscaping project that will interfere, the project will not move forward.

- Fire Department Building Design Criteria presented by James Ennis, City Engineer. Mr. Ennis provided information on the four upcoming fire station replacement projects. The City Engineering Department is evaluating energy efficiency within the development of these facilities.

## BEEB Awards

Clean Energy Award. In 2021, the BEEB developed a Clean Energy Award to encourage and publicly celebrate those in the Melbourne community who adopt efficient, sustainable and resilient technologies. The BEEB recruited four engineering/sustainability organizations to review the technical merits of the projects and recommend award approval. The four organizations are the American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE), Association of Energy Engineers (AEE), US Green Building Council (USGBC) and Drive Electric-Florida (DEFL). There were no Clean Energy Awards presented in this reporting period.

The City of Melbourne received the USGBC award for their efforts in government advocacy and policy for the Clean Energy Awards program.

GEMS Award. The GEMS award was established to raise awareness about the efforts of the BEEB while recognizing a Melbourne citizen's home or business for their landscape beautification. There were no GEMS Awards presented during this reporting period.

## Conclusion/Way Forward

The BEEB is in the process of evaluating the likelihood of the City reaching its goal of 100% clean energy by 2035. At this point, achieving 100% clean energy by 2035 does not seem realistic. The timeline for reaching this laudable goal is under review. For the upcoming reporting period, the BEEB will continue discussions in key focus areas as well as other activities deemed appropriate for the board to pursue.

City of Melbourne
The Harbor City

## Memorandum

**To:** Jenni Lamb, City Manager

**From:** Randall Parkinson, Chair, Beautification & Energy Efficiency Board

**Date:** August 30, 2023

**Subject:** City Hall Thermal Ice Storage Cost-Benefit Analysis Request

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The City of Melbourne Beautification & Energy Efficiency Board (BEEB) has been actively studying and discussing the conversion of the current chiller-cooled system to a thermal ice storage chiller system at City Hall as an internal energy efficiency strategy. The project would qualify for the federal Inflation Reduction Act (IRA) 40% Section 48 investment tax credit and an FPL rebate of $600/kW if it is started by December 31, 2024. Projects started after January 1, 2025, should still qualify for the tax credit, but may require adding solar PV to the project scope. Rory Dittmer explained to BEEB city liaison Jennifer Wilster that the city completed a thermal system conversion project at the Babcock Police Department building about 10 years ago and the project has been largely successful. Therefore, the city has experience with the design and installation of this type of system. The BEEB was previously successful in its efforts to champion thermal ice storage in the design of the new police headquarters building, now under construction.

Before moving forward, an evaluation of potential locations for the installation of the external elements of the chiller system needs to be completed. At present, two locations have been proposed and others may emerge: (1) the parking lot on the north side of City Hall and in proximity to the dumpster and (2) the northwest corner of the parking garage floor 1.

At this time, BEEB is respectfully requesting your authorization of the City's continuing consultant to perform a location cost-benefit analysis prior to formally considering a capital improvement project for the thermal ice storage chiller system at City Hall.

**City of Melbourne**
**Beautification & Energy Efficiency Board**

# Memorandum

**To:** Jenni Lamb, Interim City Manager

**Through:** Jennifer Spagnoli, Acting Public Works & Utilities Director

**From:** Dr. Randall W. Parkinson, Chair, Beautification & Energy Efficiency Board

**Via:** Jennifer Wilster, Staff Liaison to the Board

**Date:** April 24, 2023

**Subject:** BEEB Support of EV Initiatives

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The Beautification and Energy Efficiency Board (BEEB) voted unanimously to support two initiatives being investigated by the City, as follows:

#1) For the City to move forward with an agreement with FPL to install four public fast-charge EV charging stations at City Hall, in front of the parking garage. These would be paid for and maintained by FPL for 10 years..

#2) For the City's application for a $146,130 award through the DOE Energy Efficiency Block & Conservation Block Grant Program to use this funding for an EV pilot program for installing EV chargers at the City's Public Works Complex and the purchase of an EV vehicle(s) for use by Public Works staff.

City of Melbourne Beautification and Energy Efficiency Board
**Recommendations for Strategic Energy Plan 2021-2035**
Updated July 2022

## Introduction

The City of Melbourne instructed the Beautification and Energy Efficiency Board (BEEB) to develop a strategic plan to transition the City to clean energy by 2035. It is envisioned this would entail the development of energy efficiency projects to lower energy consumption, installation of solar photovoltaic (PV) systems to produce clean energy and move the City's vehicle fleets from gasoline and diesel to electricity. The City would also need to consider procuring clean energy from its utility supplier and other sources as they become available. Additionally, these projects should also engage the community, increase our resiliency from major storms, and leverage opportunities with other local governments and school districts. The City's Public Works & Utilities Department has already initiated numerous activities to achieve these goals but are limited to available resources.

Additionally, the BEEB is advocating for the creation of an energy manager to implement the strategic energy plan. More importantly, he/she would enforce the policies and report on progress. The energy manager must be able to explain the impact to other departments and seek management assistance on prioritization when needed. The energy manager should be an integral member of the engineering design team on all new construction and renovation projects to ensure efficiency is considered. The energy manager also tracks key performance indicators, such as CO2 emissions, percentage of clean energy, fleet vehicle conversions, tons of trash diverted from landfills, and outreach to community groups. Most importantly, the energy manager works with Florida Power and Light (FPL) to review rates and rebates to take advantage of conservation programs and demonstration projects.

## Strategic Energy Plan 2021-2025 Status, July 2022 (Blue highlights below added this year)

The City of Melbourne spent $2,707,752 on electric (35,374,926 kWh of electricity) and purchased 431,652 gallons of fuel and diesel, costing $1,069,066 in **FY 2021.** The largest consumer of electricity is the water production and the water reclamation divisions, followed by Melbourne Orlando International Airport, and then for all buildings managed by the facilities division.

- Public Works & Utilities has already made significant improvements in pumping, aeration, and filtration to reduce energy in the water production and wastewater treatment processes and they have qualified for very low interest state revolving loan funding for larger projects.

- The City's two water reclamation facilities participate in FPL's Commercial Demand Reduction (CDR) Program. In FY 2021, this has resulted in a savings of $121,228. CDR is a load management program that reduces FPL's system peak demand during capacity shortfall or system emergencies. The City's water production reverse osmosis facility can participate in the CDR program after the two large 900 KW generators are replaced with new tier 4 emission-standard generators that are required for program participation. This is tentatively scheduled to be done in FY25 as part of the RO plant expansion.

*(Pictured are the two existing water production generators that must be replaced to qualify for the CDR Program.)*

- Melbourne Orlando International Airport has expanded to accommodate TUI airline and major increases in passenger volume. The Airport is managed independently, and BEEB has not yet had formal updates on their energy and infrastructure plans.

- Facilities include city hall, auditorium, police stations, fire stations, parks and recreation civic and community centers. All of these have the potential to improve energy efficiency through lighting upgrades and building controls. Some have already been upgraded while others are being considered. These are also excellent locations for demonstrating clean energy and electric vehicles.

- City of Melbourne has a large fleet of gasoline and diesel-fueled vehicles. Some of these could feasibly be replaced with electric vehicles. Most cities are seeing significant reductions in maintenance costs with electric vehicles and reduced complaints on noise and emissions. The City of Melbourne is now including electric vehicle evaluation for fleet vehicle replacements.

- City of Melbourne also consumes a great deal of energy on lighting streets and roadways. The City of Melbourne contracts with FPL for some streetlights and the City owns many directly. FPL offered an LED streetlight upgrade program in which the City participated. The LED streetlighting upgrades have been completed. The City may wish to prioritize upgrading its exterior lighting.

*High Pressure Sodium Streetlight*

*LED Streetlight*

One of the easiest paths for the City to pursue clean energy is procurement. The City is purchasing all of its energy from FPL, and it is a mix of coal, nuclear, natural gas, and solar energy. FPL has offered a special program, Solar Together, where a percentage of a mega-solar farm could be dedicated to the City. The City could be 100% solar/zero carbon. There is a premium for this service, but it is expected to decline over several years and to save money in years 5 and beyond. The City began participating in the program in August 2021.

The City may also want to consider alternative financing of energy efficiency and renewable energy projects. Energy service companies can secure low interest loans and bundle projects to achieve a 15-year payback using the energy savings. No capital investment is required from the owner. Based on current analysis the City does not anticipate savings from the program, but the topic will be reviewed in the future in case current conditions change.

The BEEB began a Clean Energy Award program in 2022 to encourage and publicly celebrate those in the Melbourne community who adopt efficient, sustainable and resilient technologies. They invited professional organizations to participate in the program by reviewing the technical merits of nominees. The first award was granted to the American Muscle Car Museum at the City Council meeting held on February 8, 2022. The second award was presented to the Florida Tech Folliard Alumni Center at the March 22, 2022 City Council meeting.

*American Muscle Car Museum*

*Florida Tech Folliard Alumni Center*

**City of Melbourne Beautification and Energy Efficiency Board**
**Strategic Energy Plan Update 2022**
**Recommendations**

After reviewing the 2022 City of Melbourne Strategic Energy Plan Timeline Update, the Beautification and Energy Efficiency Board lists the following recommendations. Highlighted under some of the recommendations are accomplishments by the City.

1. Maintain the BEEB

   Maintain the Beautification and Energy Efficiency Board to support City policy development and oversight. The BEEB will continue to recommend priorities for program implementation and performance evaluation based on such factors as money savings, energy savings, $CO_2$ reductions and zero carbon emissions. As an example, Brevard Public Schools established its energy department in 2008. It implemented numerous programs and brought electric spending from $15.3 million per year in 2008 to $11.5 million per year in 2017, a 25 percent reduction. It received a rebate of $207,120 from FPL for replacing ice storage tanks at one school in 2018. The energy manager assisted in troubleshooting several controls upgrade projects and reduced staff complaints and reduced wasteful spending.

2. Hire an Energy Manager

   The BEEB recommends hiring an energy manager (PT/FT) to develop and implement the strategic plan. The individual should function as an independent auditor and work with all departments to review and achieve energy efficiency goals. Other duties will include, but not be limited to submitting applications for grants, negotiating rates with utility providers, achieving sufficient savings to justify their salary, and working with other municipalities to expand Solar Together and reduce premiums.

3. Quantify City of Melbourne Energy Footprint (QEF)

   Conduct an energy audit to evaluate current use and identify future options to reduce energy footprint and use of fossil fuels.

   3a. Quantify energy footprint (QEF) for buildings

      Identify all buildings and their energy consumption and EUI (BTU/sq ft)

      3a1. City Hall -- energy consumption evaluation done
      3a2. Police Department — new station evaluating numerous energy upgrades
      3a3. Fire Department
      3a4. Engineering
      3a5. Public Works & Utilities
         Energy consumption evaluations completed at water & water reclamation (wastewater treatment) facilities
      3a6. Parks and Recreation

BEEB recommends buildings should consider qualifying for US EPA Energy Star certification or ASHRAE Building Energy Quotient. Participation in these programs was not seen as cost effective at this point, however the requirements for these programs will be considered when undertaking new construction or major renovation. Departments should establish goals and timelines for quantifying their energy footprint.

3b. QEF Convert all streets with streetlights--LED

3b1. FPL-owned and maintained

Zero-cost to upgrade to LED and long-term rental reducing capital outlay makes the program advantageous. $CO_2$ savings are to be determined. The pilot program was successfully completed. All lights are now upgraded to LED. ????

3b2. City of Melbourne-owned and maintained

Lower energy LED lighting has lower wind profile and high-quality lighting. Replacement of all city streetlights with LED is recommended.

3b3. Convert to LED

Conversion to LED is complete. It is still recommended that lighting performance is verified, including quality of lighting and energy efficiency. Establish goals and timelines for LED replacement/upgrade.

3c. QEF Identify all process plants and their energy consumption

BEEB recommends considering peak and off-peak tariffs on energy usage. In addition, while projecting future need, goals and timelines for enhancing energy efficiency should be developed.

3c1. Water treatment – completed

3c2. Wastewater treatment – completed

3c3. Pumping stations

3d. QEF Identify all generators -- completed

BEEB recommendations include determining if natural gas service is available near generation stations and conversion of diesel generators to dual fuel to extend run time and reduce cost.

3e. QEF Identify all fleet vehicles and fuel type -- completed

4. Review FPL rate classifications

BEEB recommends a review of FPL service classification and consideration of alternative rate

programs. Recommend and implement strategies to reduce energy footprint and use of fossil fuels. Consider changing operational hours during summer months to avoid peak demand charges (3pm-6pm)

5. Benchmark against neighbor cities

   BEEB recommends benchmarking energy efficiency against neighboring cities such as Orlando (David Dunn) and Satellite Beach Sustainability Plan (contact Nick Sanzone).

6. Building upgrade of HVAC, LED

   During the design and budgeting of building renovation construction, include cost/benefit analysis of options to reduce energy footprint and use of fossil fuels. Consider a variety of energy efficiency opportunities including but not limited to : LED interior lighting, LED exterior lighting, automated lighting controls, reduced ventilation through bipolar ionization air cleaning, building automation systems, occupancy sensors, FPL rebates (Thermal Energy Storage, Demand Control Ventilation, Energy Recovery Ventilation), and solar PV with battery backup for storm response.

7. Energy efficiency for new buildings

   During the design and budgeting of future construction, include cost/benefit analysis of options to reduce energy footprint and use of fossil fuels. Consider a variety of energy efficiency opportunities including but not limited to : LED interior lighting, LED exterior lighting, automated lighting controls, reduced ventilation through bipolar ionization air cleaning, building automation systems, occupancy sensors, FPL rebates (Thermal Energy Storage, Demand Control Ventilation, Energy Recovery Ventilation), and solar PV with battery backup for storm response.

   7a. Police department — In process: Energy reduction elements were included in bid packages. The bid was awarded by City Council on June 14, 2022. This included construction of an energy reduction element, which is a thermal storage system. This system will allow the building HVAC system to produce and store ice during the evening hours when off-peak electricity rates can be used. The ice will then be used during the daylight hours to cool the building in lieu of conventional air conditioning. *(approved by Council at subsequent meeting)*

   7b. Fire department

   7c. Others

8. Elevate consideration and use of solar PV in municipal facilities

   8a. Install FPL Solar trees/canopies in City showcase venues – FPL has suspended this program.

   8b. Explore FPL solar power purchase agreements - the City signed an agreement for Solar Together.

   8c. Coordinate with FPL Solar Together program – Completed. City currently tracking progress.

BEEB recommended coordinating with FPL Solar Together to designate 100% of electric as solar, and therefore carbon-free. The City joined the program effective August 2021. Also consider partnering with Brevard County and/or other cities to obtain commercial rate and reduce initial premium.

9. Elevate consideration and use of solar vehicles

BEEB recommended replacing gasoline fueled sedans with electric. The City is now including EV (and hybrid vehicles) consideration when replacing fleet vehicle.

BEEB recommended increasing the number of vehicle charging stations owned by the City. The charging station at the Eau Gallie Library has been upgraded. The charging station at City Hall will be upgraded in FY 2023.

BEEB recommended exploring shared CNG fueling stations with Waste Management for large trucks. Waste Management was awarded the bid effective January 1, 2022.

BEEB recommends converting diesel to biodiesel using FPL cooperative program.

10. Funding energy efficiency. Alternative financing (continually review)

BEEB recommends identifying options and programs (i.e., federal grants, performance contracting, partnerships with private industry) to assist the City in funding energy efficiency investments and including those opportunities in City capital expenditures plans. The City should also consider performance contracting for lighting and HVAC Upgrades including such examples as Trane & US Communities pre-negotiated contracts. The City also recognizes the energy savings associated with water conservation and partners with St. Johns River Water Management District to provide grants for pool covers, cooling tower improvement, faucets, and toilets/urinals. The City has had toilet rebate program in effect for decades, along with newer rain barrel and composter rebate programs.

11. Continue discussion with FPL to reduce energy footprint/fossil fuels

Continue ongoing or initiate new discussions with FPL to reduce energy footprint and use of fossil fuels. Some of the potential actions discussed by BEEB have either been done or are in progress. Some of those include:

11a. Biofuel

11b. Solar Together – The City began participation in August 2021.

11c. Commercial Demand Reduction Program — currently participating, need upgrade of units to qualify at water production.

11d. LED streetlights – Completed

11e. Solar trees/canopies — program has been suspended by FPL

11f. FPL Energy Services performance contracting

12. Melbourne Airport programs

BEEB should be engaged in discussion with Melbourne Airport about energy efficiency. It should be determined if energy reductions at the Melbourne Airport count towards City goals. BEEB recommends LED lighting throughout, upgraded building controls systems, and HVAC upgrades. Greater use of electric vehicles, including electric shuttle buses, electric rental cars, and electric tugs, should be incorporated into capital equipment plans. The new Airport Hyatt Hotel should also include energy efficient options such as LEDs, room management systems, and HVAC upgrades.

13. Recognize notable achievements in the community for energy efficiency

BEEB recognized that many groups were prioritizing energy efficiency programs long before the creation of BEEB. Those community members who are making outstanding contributions to energy efficiency should be recognized for their effort. The first BEEB energy efficiency awards were given to community members in 2022, including the American Muscle Car Museum and the Florida Institute of Technology Folliard Alumni Center.

14. Annual report

Recommended City Council Goals Herein.

14a. Reduce energy expenditures to accelerate investment in energy efficiency

14b. Reduce carbon footprint

14c. Attain energy independence

14d. Reduce maintenance costs and extend equipment service life

# City of Melbourne BEEB Strategic Energy Plan Timeline Update July 2022 DRAFT

Melbourne Beautification and Energy Efficiency Board

| Activity | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. Maintain BEEB | | | | | | | | | | | | | | | |
| 2. Hire an Energy Manager | | | | | | | | | | | | | | | |
| 3. Quantify City of Melbourne Energy Footprint (QEF) | | | | | | | | | | | | | | | |
| 3a. Quantify energy footprint (QEF) Buildings | | | | | | | | | | | | | | | |
| 3a1. City Hall | | | | | | | | | | | | | | | |
| 3a2. Police Dept. | | | | | | | | | | | | | | | |
| 3a3. Fire Dept. | | | | | | | | | | | | | | | |
| 3a4. Engineering | | | | | | | | | | | | | | | |
| 3a5. Public Works & Utilities | | | | | | | | | | | | | | | |
| 3a6. Parks and Recreation | | | | | | | | | | | | | | | |
| 3b. QEF Convert all streets with streetlights--LED | | | | | | | | | | | | | | | |
| 3b1. Identify FPL-owned and maintained | | | | | | | | | | | | | | | |
| 3b2. Identify City of Melbourne-owned and mainainted | | | | | | | | | | | | | | | |
| 3b3. Convert to LED | | | | | | | | | | | | | | | |
| 3c. QEF Identify all process plants & energy | | | | | | | review every five years | | | | | review | | | |
| 3c1. Water treatment | | | | | | | | | | | | | | | |
| 3c2. Wastewater treatment | | | | | | | | | | | | | | | |
| 3c3. Pumping stations | | | | | | | | | | | | | | | |
| 3d. QEF Identify all generators | | | | | | | | | | | | | | | |
| 3e. QEF Identify Fleet Vehicles and Fuel Type | | | | | | | | | | | | | | | |
| 4. Review FPL rate classifications | | | | | | | | | | | | | | | |
| 5. Benchmark against neighbor cities | | | | | | | | | | | | | | | |
| 6. Building upgrade of HVAC, LED | | | | | | | review every five years | | | | | review | | | |
| 7. Energy efficiency new buildings | | | | | | | | | | | | | | | |
| 7a. Police Department | | | | | | | | | | | | | | | |
| 7b. Fire Department | | | | | | | | | | | | | | | |
| 7c. Others | | | | | | | | | | | | | | | |
| 8. Elevate consideration and use of solar PV in municipal facilities | | | | | | | | | | | | | | | |
| 8a. Install FPL Solar Trees/Canopies in City showcase venues | | Program suspended by FPL | | | | | | | | | | | | | |
| 8b. Explore FPL solar power purchase agreements | | | | | | | | | | | | | | | |
| 8c. Coordiante with FPL SolarTogether program | | | | | | | | | | | | | | | |
| 9. Elevate consideration and use of solar vehicles | | | | | | | | | | | | | | | |
| 10. Funding energy efficiency. Alternative financing (continually review) | | | | | | | review every five years | | | | | review | | | |
| 11. Continue discussion with FPL to reduce energy footprint/fossil fuels | | | | | | | | | | | | | | | |
| 12. Melbourne Airport programs | | | | | | | | | | | | | | | |
| 13. Recognize notable achievements in the community for energy efficiency | | | | | | | | | | | | | | | |
| 14. Annual report | | | | | | | | | | | | | | | |

**Color Code:**

Completed

Progressing

# City of Melbourne BEEB Strategic Energy Plan Timeline Update July 2023 DRAFT

Melbourne Beautification and Energy Efficiency Board

## OVERVIEW

| Activity | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 1. Managing Energy Efficiency | + | + | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 2. Energy Efficient Buildings | + | + | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 3. Energy Efficient Vehicles | + | + | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 4. Energy Efficiency for other City of Melbourne Operations | + | + | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 5. Estimated Cumulative $CO_2$ Avoidance (metric tons) | **1,074** | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 6. Estimated Annual $CO_2$ Production (metric tons) | **19,139** | | | | | | | | | | | | | | |

**Color Code:**

| | | |
|---|---|---|
| Progressing | 0-3+ | BEEB qualitative assessment for degree of progress indicated by 0 to 3+ |
| No Progress | Blank Cell | |

# City of Melbourne BEEB Strategic Energy Plan Timeline Update July 2023 DRAFT

Melbourne Beautification and Energy Efficiency Board

## 1. MANAGING ENERGY EFFICIENCY

| Activity | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 1. Review Federal/State Initiatives that support energy efficiency (e.g. Inflation Reduction Act) | | ++ | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 2. Maintain the BEEB | +++ | +++ | Ongoing | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 3. Review FPL Rate Classifications | +++ | +++ | Ongoing | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 4. Hire Energy Manager | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 5. Recognize Notable Achievements in the Community | +++ | +++ | Ongoing | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 6. Annual Report on Energy Efficiency | | +++ | Ongoing | | | | | | | | | | | | |

**Color Code:**

Progressing — 0-3+ BEEB qualitative assessment for degree of progress indicated by 0 to 3+

No Progress — Blank Cell

# City of Melbourne BEEB Strategic Energy Plan Timeline Update July 2023 DRAFT

Melbourne Beautification and Energy Efficiency Board

## 2. ENERGY EFFICIENT BUILDINGS

| Activity | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 1. Quantify Energy Footprint of Buildings | | | | | | | | | | | | | | | |
| 1a. City Hall | +++ | | | | | | | | | | | | | | |
| 1b. Police Dept. | | | | | | | | | | | | | | | |
| 1c. Fire Dept. | | | | | | | | | | | | | | | |
| 1d. Engineering | | | | | | | | | | | | | | | |
| 1e. Public Works & Utilities | | | | | | | | | | | | | | | |
| 1f. Parks and Recreation | | | | | | | | | | | | | | | |
| 1g. Other | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 2. Building Upgrade HVAC, LED | | | | | | | | | | | | | | | |
| 2a. Work with Facilities Supervisor to develop a plan | | | | | | | | | | | | | | | |
| 2b. Track/report fossil fuel reduction | + | ++ | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 3. Energy Efficiency for New Buildings | | | | | | | | | | | | | | | |
| 3a. Police Dept | + | ++ | | | | | | | | | | | | | |
| 3b. Fire Dept. | | | | | | | | | | | | | | | |
| 3c. Track/report fossil fuel reduction | | | | | | | | | | | | | | | |
| 3d. Others | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 4. Review Federal/State/Local Initiatives that support energy efficiency | ++ | ++ | | | | | | | | | | | | | |

**Color Code:**

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|---|---|---|
| Progressing | 0-3+ | BEEB qualitative assessment for degree of progress indicated by 0 to 3+ |
| No Progress | Blank Cell | |

# City of Melbourne BEEB Strategic Energy Plan Timeline Update July 2023 DRAFT

Melbourne Beautification and Energy Efficiency Board

## 3. ENERGY EFFICIENT VEHICLES

| Activity | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 1. Add hybrid & EV to annual CIP | + | ++ | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 2. Add additional charging stations | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 3. Track/report fossil fuel savings | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 4. Review Federal/State/local Initiatives that support energy efficiency | ++ | ++ | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 4. Other | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

**Color Code:**

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|---|---|---|
| Progressing | 0-3+ | BEEB qualitative assessment for degree of progress indicated by 0 to 3+ |
| No Progress | Blank Cell | |

# City of Melbourne BEEB Strategic Energy Plan Timeline Update July 2023 DRAFT

Melbourne Beautification and Energy Efficiency Board

## 4. ENERGY EFFICIENCY FOR OTHER CITY OF MELBOURNE OPERATIONS

| Activity | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 1. Quantify Energy Footprint Water and Wastewater | | | | | | | | | | | | | | | |
| 1a. Water treatment | +++ | | | | | | | | | | | | | | |
| 1b. Wastewater treatment | +++ | | | | | | | | | | | | | | |
| 1c. Pumping stations | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 2. Quantify Energy Footprint of Generat | +++ | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 3. Energy Efficient Street lighting | | | | | | | | | | | | | | | |
| 3a. FPL owned/maintained | +++ | | | | | | | | | | | | | | |
| 3b. Melbourne owned/maintained | +++ | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 4. Review Federal/State/Local Initiatives that support energy efficiency | ++ | ++ | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 5. Track/report fossil fuel reductions | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 6. Other | | | | | | | | | | | | | | | |

**Color Code:**

| | | |
|---|---|---|
| Progressing | 0-3+ | BEEB qualitative assessment for degree of progress indicated by 0 to 3+ |
| No Progress | Blank Cell | |

## City of Melbourne BEEB Strategic Energy Plan Timeline Update July 2023 ENERGY EFFICIENT BUILDINGS

Melbourne Beautification and Energy Efficiency Board (Draft 10/21/2023)

| Activity | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | |
| 1. Quantify energy footprint Buildings | | | | | | | | | | | | | | | |
| a. City Hall | | | | | | | | | | | | | | | |
| b. Police Dept. | | | | | | | | | | | | | | | |
| c. Fire Dept. | | | | | | | | | | | | | | | |
| d. Engineering | | | | | | | | | | | | | | | |
| e. Public Works & Utilities | | | | | | | | | | | | | | | |
| f. Parks and Recreation | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 2. Building upgrade of HVAC, LED | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| 3. Energy efficiency new buildings | | | | | | | | | | | | | | | |
| a. Police Department | | | | | | | | | | | | | | | |
| b. Fire Department | | | | | | | | | | | | | | | |
| c. Others | | | | | | | | | | | | | | | |

**Color Code:**

Completed

Progressing

# SolarTogether Program Financial Impact

| Fund | Org | Division | August-25 | September-25 | October-25 | November-25 | December-25 | January-26 | February-26 | March-26 | April-26 | May-26 | June-26 | July-26 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 401 | 22000536 | Utility Billing and Collection | $ 53.60 | $ 16.74 | $ 18.19 | $ (8.00) | $ (23.53) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 57.00 |
| 001 | 23000513 | Procurement | 6.63 | 2.07 | 2.25 | (0.99) | (2.91) | - | - | - | - | - | - | - | 7.05 |
| 001 | 31000572 | Recreation | 204.31 | 63.79 | 69.34 | (30.51) | (89.68) | - | - | - | - | - | - | - | 217.26 |
| 001 | 31100575 | Melbourne Auditorium | 160.23 | 50.03 | 54.38 | (23.93) | (70.32) | - | - | - | - | - | - | - | 170.38 |
| 001 | 31200575 | Eau Gallie Civic Center | 171.28 | 53.48 | 58.13 | (25.57) | (75.17) | - | - | - | - | - | - | - | 182.13 |
| 001 | 31400572 | Eddie Lee Taylor Sr. Community Center | 88.95 | 27.77 | 30.19 | (13.28) | (39.04) | - | - | - | - | - | - | - | 94.59 |
| 001 | 31500572 | Joseph N. Davis Community Center | 89.51 | 27.95 | 30.38 | (13.37) | (39.28) | - | - | - | - | - | - | - | 95.18 |
| 001 | 31900572 | Wickham Park Community Center | 123.76 | 38.64 | 42.00 | (18.48) | (54.32) | - | - | - | - | - | - | - | 131.60 |
| 001 | 33000572 | Pools Operations | 173.04 | 54.03 | 58.73 | (25.84) | (75.95) | - | - | - | - | - | - | - | 184.01 |
| 001 | 34000572 | Parks Maintenance | 60.22 | 18.80 | 20.44 | (8.99) | (26.43) | - | - | - | - | - | - | - | 64.04 |
| 001 | 35000572 | Cemeteries | 4.42 | 1.38 | 1.50 | (0.66) | (1.94) | - | - | - | - | - | - | - | 4.70 |
| 001 | 37100572 | Crane Creek Golf Course | 124.87 | 38.99 | 42.38 | (18.65) | (54.80) | - | - | - | - | - | - | - | 132.78 |
| 001 | 37300572 | Mallards Landing Golf Course | 128.18 | 40.02 | 43.50 | (19.14) | (56.26) | - | - | - | - | - | - | - | 136.30 |
| 001 | 44000521 | Police Support Services | 577.92 | 180.44 | 196.13 | (86.29) | (253.65) | - | - | - | - | - | - | - | 614.53 |
| 001 | 53000522 | Fire Operations | 256.36 | 80.04 | 87.00 | (38.28) | (112.52) | - | - | - | - | - | - | - | 272.60 |
| 001 | 56500554 | Housing and Urban Improvement | 9.95 | 3.11 | 3.38 | (1.48) | (4.36) | - | - | - | - | - | - | - | 10.58 |
| 001 | 58100541 | Traffic Engineering | 7.51 | 2.35 | 2.55 | (1.12) | (3.30) | - | - | - | - | - | - | - | 7.99 |
| 401 | 61000536 | Public Works Utilities Administration | 8.84 | 2.76 | 3.00 | (1.32) | (3.88) | - | - | - | - | - | - | - | 9.40 |
| 401 | 61100536 | Utilities Operations | 15.47 | 4.83 | 5.25 | (2.31) | (6.79) | - | - | - | - | - | - | - | 16.45 |
| 401 | 61200536 | Meter Services | 13.15 | 4.11 | 4.46 | (1.96) | (5.77) | - | - | - | - | - | - | - | 13.98 |
| 401 | 61300537 | Environmental Community Outreach | 2.21 | 0.69 | 0.75 | (0.33) | (0.97) | - | - | - | - | - | - | - | 2.35 |
| 401 | 62000533 | Water Distribution | 51.05 | 15.94 | 17.33 | (7.62) | (22.41) | - | - | - | - | - | - | - | 54.29 |
| 401 | 62100533 | Water Production | 6,326.13 | 1,975.13 | 2,146.88 | (944.62) | (2,776.63) | - | - | - | - | - | - | - | 6,726.88 |
| 401 | 63000535 | Wastewater Collection | 546.31 | 170.57 | 185.40 | (81.58) | (239.78) | - | - | - | - | - | - | - | 580.92 |
| 401 | 63100535 | Water Reclamation | 4,196.79 | 1,310.31 | 1,424.25 | (626.67) | (1,842.03) | - | - | - | - | - | - | - | 4,462.65 |
| 001 | 64500541 | Streets Management | 22.65 | 7.07 | 7.69 | (3.38) | (9.94) | - | - | - | - | - | - | - | 24.09 |
| 001 | 64600541 | Local Option Gas Tax | 27.63 | 8.63 | 9.38 | (4.13) | (12.13) | - | - | - | - | - | - | - | 29.38 |
| 001 | 64900519 | Fleet Management | 39.45 | 12.32 | 13.39 | (5.89) | (17.31) | - | - | - | - | - | - | - | 41.95 |
| 001 | 90100519 | General Fund Non-Departmental | 541.99 | 169.22 | 183.93 | (80.93) | (237.89) | - | - | - | - | - | - | - | 576.33 |
| 860 | 81300542 | Melbourne International - Fire | 41.99 | 13.11 | 14.25 | (6.27) | (18.43) | - | - | - | - | - | - | - | 44.65 |
| **SolarTogether Participation (Cost)/Credit** | | | **$ 14,074.39** | **$ 4,394.27** | **$ 4,776.38** | **$ (2,101.61)** | **$ (6,177.44)** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ 14,965.98** |

| Fund | | August-25 | September-25 | October-25 | November-25 | December-25 | January-26 | February-26 | March-26 | April-26 | May-26 | June-26 | July-26 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 | General Fund | $ 2,818.84 | $ 880.09 | $ 956.62 | $ (420.91) | $ (1,237.23) | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ 2,997.41** |
| 401 | Water and Sewer Fund | 11,213.55 | 3,501.06 | 3,805.50 | (1,674.42) | (4,921.78) | - | - | - | - | - | - | - | **11,923.91** |
| 860 | Airport Fund | 41.99 | 13.11 | 14.25 | (6.27) | (18.43) | - | - | - | - | - | - | - | **44.65** |
| **SolarTogether Participation (Cost)/Credit** | | **$ 14,074.39** | **$ 4,394.27** | **$ 4,776.38** | **$ (2,101.61)** | **$ (6,177.44)** | $ - | $ - | $ - | $ - | $ - | $ - | $ - | **$ 14,965.98** |

# SolarTogether Program Financial Impact

| Fund | Org | Division | August-24 | September-24 | October-24 | November-24 | December-24 | January-25 | February-25 | March-25 | April-25 | May-25 | June-25 | July-25 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 401 | 22000536 | Utility Billing and Collection | $ 16.98 | $ 15.52 | $ (56.27) | $ (33.47) | $ (95.32) | $ (93.38) | $ (96.78) | $ (67.43) | $ 33.71 | $ 69.61 | $ 72.04 | $ 31.29 | $ (203.50) |
| 001 | 23000513 | Procurement | 2.10 | 1.92 | (6.96) | (4.14) | (11.79) | (11.55) | (11.97) | (8.34) | 4.17 | 8.61 | 8.91 | 3.87 | (25.17) |
| 001 | 31000572 | Recreation | 66.47 | 60.77 | (220.28) | (131.03) | (373.15) | (365.56) | (378.85) | (263.96) | 131.98 | 272.51 | 282.00 | 122.49 | (796.63) |
| 001 | 31100575 | Melbourne Auditorium | 50.75 | 46.40 | (168.20) | (100.05) | (284.93) | (279.13) | (289.28) | (201.55) | 100.78 | 208.08 | 215.33 | 93.53 | (608.28) |
| 001 | 31200575 | Eau Gallie Civic Center | 54.25 | 49.60 | (179.80) | (106.95) | (304.58) | (298.38) | (309.23) | (215.45) | 107.73 | 222.43 | 230.18 | 99.98 | (650.22) |
| 001 | 31400572 | Eddie Lee Taylor Sr. Community Center | 28.18 | 25.76 | (93.38) | (55.55) | (158.18) | (154.96) | (160.60) | (111.90) | 55.95 | 115.52 | 119.54 | 51.92 | (337.70) |
| 001 | 31500572 | Joseph N. Davis Community Center | 28.35 | 25.92 | (93.96) | (55.89) | (159.17) | (155.93) | (161.60) | (112.59) | 56.30 | 116.24 | 120.29 | 52.25 | (339.79) |
| 001 | 31900572 | Wickham Park Community Center | 39.20 | 35.84 | (129.92) | (77.28) | (220.08) | (215.60) | (223.44) | (155.68) | 77.84 | 160.72 | 166.32 | 72.24 | (469.84) |
| 001 | 33000572 | Pools Operations | 54.81 | 50.11 | (181.66) | (108.05) | (307.72) | (301.46) | (312.42) | (217.67) | 108.84 | 224.72 | 232.55 | 101.01 | (656.94) |
| 001 | 34000572 | Parks Maintenance | 19.08 | 17.44 | (63.22) | (37.61) | (107.09) | (104.91) | (108.73) | (75.76) | 37.88 | 78.21 | 80.93 | 35.15 | (228.63) |
| 001 | 35000572 | Cemeteries | 1.40 | 1.28 | (4.64) | (2.76) | (7.86) | (7.70) | (7.98) | (5.56) | 2.78 | 5.74 | 5.94 | 2.58 | (16.78) |
| 001 | 37100572 | Crane Creek Golf Course | 39.55 | 36.16 | (131.08) | (77.97) | (222.05) | (217.53) | (225.44) | (157.07) | 78.54 | 162.16 | 167.81 | 72.89 | (474.04) |
| 001 | 37300572 | Mallards Landing Golf Course | 40.60 | 37.12 | (134.56) | (80.04) | (227.94) | (223.30) | (231.42) | (161.24) | 80.62 | 166.46 | 172.26 | 74.82 | (486.62) |
| 001 | 44000521 | Police Support Services | 183.05 | 167.36 | (606.68) | (360.87) | (1,027.70) | (1,006.78) | (1,043.39) | (726.97) | 363.49 | 750.51 | 776.66 | 337.34 | (2,193.99) |
| 001 | 53000522 | Fire Operations | 81.20 | 74.24 | (269.12) | (160.08) | (455.88) | (446.60) | (462.84) | (322.48) | 161.24 | 332.92 | 344.52 | 149.64 | (973.24) |
| 001 | 56500554 | Housing and Urban Improvement | 3.15 | 2.88 | (10.44) | (6.21) | (17.69) | (17.33) | (17.96) | (12.51) | 6.26 | 12.92 | 13.37 | 5.81 | (37.76) |
| 001 | 58100541 | Traffic Engineering | 2.38 | 2.18 | (7.89) | (4.69) | (13.36) | (13.09) | (13.57) | (9.45) | 4.73 | 9.76 | 10.10 | 4.39 | (28.53) |
| 401 | 61000536 | Public Works Utilities Administration | 2.80 | 2.56 | (9.28) | (5.52) | (15.72) | (15.40) | (15.96) | (11.12) | 5.56 | 11.48 | 11.88 | 5.16 | (33.56) |
| 401 | 61100536 | Utilities Operations | 4.90 | 4.48 | (16.24) | (9.66) | (27.51) | (26.95) | (27.93) | (19.46) | 9.73 | 20.09 | 20.79 | 9.03 | (58.73) |
| 401 | 61200536 | Meter Services | 4.17 | 3.81 | (13.80) | (8.21) | (23.38) | (22.91) | (23.74) | (16.54) | 8.27 | 17.08 | 17.67 | 7.68 | (49.92) |
| 401 | 61300537 | Environmental Community Outreach | 0.70 | 0.64 | (2.32) | (1.38) | (3.93) | (3.85) | (3.99) | (2.78) | 1.39 | 2.87 | 2.97 | 1.29 | (8.39) |
| 401 | 62000533 | Water Distribution | 16.17 | 14.78 | (53.59) | (31.88) | (90.78) | (88.94) | (92.17) | (64.22) | 32.11 | 66.30 | 68.61 | 29.80 | (193.81) |
| 401 | 62100533 | Water Production | 2,003.75 | 1,832.00 | (6,641.00) | (3,950.25) | (11,249.63) | (11,020.63) | (11,421.38) | (7,957.75) | 3,978.88 | 8,215.38 | 8,501.63 | 3,692.63 | (24,016.38) |
| 401 | 63000535 | Wastewater Collection | 173.04 | 158.21 | (573.50) | (341.14) | (971.50) | (951.72) | (986.33) | (687.22) | 343.61 | 709.46 | 734.18 | 318.89 | (2,074.01) |
| 401 | 63100535 | Water Reclamation | 1,327.55 | 1,213.76 | (4,399.88) | (2,617.17) | (7,453.25) | (7,301.53) | (7,567.04) | (5,272.27) | 2,636.14 | 5,442.96 | 5,632.61 | 2,446.49 | (15,911.64) |
| 001 | 64500541 | Streets Management | 7.17 | 6.56 | (23.78) | (14.15) | (40.28) | (39.46) | (40.90) | (28.50) | 14.25 | 29.42 | 30.44 | 13.22 | (86.00) |
| 001 | 64600541 | Local Option Gas Tax | 8.75 | 8.00 | (29.00) | (17.25) | (49.13) | (48.13) | (49.88) | (34.75) | 17.38 | 35.88 | 37.13 | 16.13 | (104.88) |
| 001 | 64900519 | Fleet Management | 12.50 | 11.42 | (41.41) | (24.63) | (70.15) | (68.72) | (71.22) | (49.62) | 24.81 | 51.23 | 53.01 | 23.03 | (149.76) |
| 001 | 90100519 | General Fund Non-Departmental | 171.67 | 156.96 | (568.97) | (338.44) | (963.81) | (944.19) | (978.53) | (681.78) | 340.89 | 703.85 | 728.38 | 316.37 | (2,057.61) |
| 860 | 81300542 | Melbourne International - Fire | 13.30 | 12.16 | (44.08) | (26.22) | (74.67) | (73.15) | (75.81) | (52.82) | 26.41 | 54.53 | 56.43 | 24.51 | (159.41) |
| | | **SolarTogether Participation (Cost)/Credit** | **$ 4,457.95** | **$ 4,075.84** | **$ (14,774.92)** | **$ (8,788.53)** | **$ (25,028.21)** | **$ (24,518.73)** | **$ (25,410.32)** | **$ (17,704.43)** | **$ 8,852.22** | **$ 18,277.60** | **$ 18,914.45** | **$ 8,215.37** | **$ (53,431.72)** |

| Fund | | August-24 | September-24 | October-24 | November-24 | December-24 | January-25 | February-25 | March-25 | April-25 | May-25 | June-25 | July-25 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 | General Fund | $ 894.60 | $ 817.92 | $ (2,964.95) | $ (1,763.63) | $ (5,022.52) | $ (4,920.28) | $ (5,099.20) | $ (3,552.83) | $ 1,776.41 | $ 3,667.85 | $ 3,795.65 | $ 1,648.61 | **$ (10,722.38)** |
| 401 | Water and Sewer Fund | 3,550.05 | 3,245.76 | (11,765.89) | (6,998.68) | (19,931.01) | (19,525.29) | (20,235.30) | (14,098.78) | 7,049.39 | 14,555.22 | 15,062.37 | 6,542.24 | **(42,549.93)** |
| 860 | Airport Fund | 13.30 | 12.16 | (44.08) | (26.22) | (74.67) | (73.15) | (75.81) | (52.82) | 26.41 | 54.53 | 56.43 | 24.51 | **(159.41)** |
| | **SolarTogether Participation (Cost)/Credit** | **$ 4,457.95** | **$ 4,075.84** | **$ (14,774.92)** | **$ (8,788.53)** | **$ (25,028.21)** | **$ (24,518.73)** | **$ (25,410.32)** | **$ (17,704.43)** | **$ 8,852.22** | **$ 18,277.60** | **$ 18,914.45** | **$ 8,215.37** | **$ (53,431.72)** |

# SolarTogether Program Financial Impact

| Fund | Org | Division | August-23 | September-23 | October-23 | November-23 | December-23 | January-24 | February-24 | March-24 | April-24 | May-24 | June-24 | July-24 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 401 | 22000536 | Utility Billing and Collection | $ 7.28 | $ 19.16 | $ (25.71) | $ (22.56) | $ (102.84) | $ (132.19) | $ (117.15) | $ (49.72) | $ (15.77) | $ 56.51 | $ 65.73 | $ 25.23 | $ (292.03) |
| 001 | 23000513 | Procurement | 0.90 | 2.37 | (3.18) | (2.79) | (12.72) | (16.35) | (14.49) | (6.15) | (1.95) | 6.99 | 8.13 | 3.12 | (36.12) |
| 001 | 31000572 | Recreation | 28.48 | 75.01 | (100.65) | (88.30) | (402.59) | (517.48) | (458.61) | (194.65) | (61.72) | 221.23 | 257.31 | 98.75 | (1,143.20) |
| 001 | 31100575 | Melbourne Auditorium | 21.75 | 57.28 | (76.85) | (67.43) | (307.40) | (395.13) | (350.18) | (148.63) | (47.13) | 168.93 | 196.48 | 75.40 | (872.90) |
| 001 | 31200575 | Eau Gallie Civic Center | 23.25 | 61.22 | (82.15) | (72.08) | (328.60) | (422.38) | (374.33) | (158.88) | (50.38) | 180.58 | 210.03 | 80.60 | (933.10) |
| 001 | 31400572 | Eddie Lee Taylor Sr. Community Center | 12.08 | 31.80 | (42.67) | (37.43) | (170.66) | (219.36) | (194.41) | (82.51) | (26.16) | 93.78 | 109.08 | 41.86 | (484.61) |
| 001 | 31500572 | Joseph N. Davis Community Center | 12.15 | 32.00 | (42.93) | (37.67) | (171.72) | (220.73) | (195.62) | (83.02) | (26.32) | 94.37 | 109.76 | 42.12 | (487.62) |
| 001 | 31900572 | Wickham Park Community Center | 16.80 | 44.24 | (59.36) | (52.08) | (237.44) | (305.20) | (270.48) | (114.80) | (36.40) | 130.48 | 151.76 | 58.24 | (674.24) |
| 001 | 33000572 | Pools Operations | 23.49 | 61.86 | (83.00) | (72.82) | (331.99) | (426.74) | (378.19) | (160.52) | (50.90) | 182.44 | 212.19 | 81.43 | (942.73) |
| 001 | 34000572 | Parks Maintenance | 8.17 | 21.53 | (28.89) | (25.34) | (115.54) | (148.51) | (131.62) | (55.86) | (17.71) | 63.49 | 73.85 | 28.34 | (328.09) |
| 001 | 35000572 | Cemeteries | 0.60 | 1.58 | (2.12) | (1.86) | (8.48) | (10.90) | (9.66) | (4.10) | (1.30) | 4.66 | 5.42 | 2.08 | (24.08) |
| 001 | 37100572 | Crane Creek Golf Course | 16.95 | 44.64 | (59.89) | (52.55) | (239.56) | (307.93) | (272.90) | (115.83) | (36.73) | 131.65 | 153.12 | 58.76 | (680.26) |
| 001 | 37300572 | Mallards Landing Golf Course | 17.40 | 45.82 | (61.48) | (53.94) | (245.92) | (316.10) | (280.14) | (118.90) | (37.70) | 135.14 | 157.18 | 60.32 | (698.32) |
| 001 | 44000521 | Police Support Services | 78.45 | 206.59 | (277.19) | (243.20) | (1,108.76) | (1,425.18) | (1,263.05) | (536.08) | (169.98) | 609.30 | 708.67 | 271.96 | (3,148.46) |
| 001 | 53000522 | Fire Operations | 34.80 | 91.64 | (122.96) | (107.88) | (491.84) | (632.20) | (560.28) | (237.80) | (75.40) | 270.28 | 314.36 | 120.64 | (1,396.64) |
| 001 | 56500554 | Housing and Urban Improvement | 1.35 | 3.56 | (4.77) | (4.19) | (19.08) | (24.53) | (21.74) | (9.22) | (2.93) | 10.49 | 12.20 | 4.68 | (54.18) |
| 001 | 58100541 | Traffic Engineering | 1.02 | 2.69 | (3.60) | (3.16) | (14.42) | (18.53) | (16.42) | (6.97) | (2.21) | 7.92 | 9.21 | 3.54 | (40.94) |
| 401 | 61000536 | Public Works Utilities Administration | 1.20 | 3.16 | (4.24) | (3.72) | (16.96) | (21.80) | (19.32) | (8.20) | (2.60) | 9.32 | 10.84 | 4.16 | (48.16) |
| 401 | 61100536 | Utilities Operations | 2.10 | 5.53 | (7.42) | (6.51) | (29.68) | (38.15) | (33.81) | (14.35) | (4.55) | 16.31 | 18.97 | 7.28 | (84.28) |
| 401 | 61200536 | Meter Services | 1.79 | 4.70 | (6.31) | (5.53) | (25.23) | (32.43) | (28.74) | (12.20) | (3.87) | 13.86 | 16.12 | 6.19 | (71.64) |
| 401 | 61300537 | Environmental Community Outreach | 0.30 | 0.79 | (1.06) | (0.93) | (4.24) | (5.45) | (4.83) | (2.05) | (0.65) | 2.33 | 2.71 | 1.04 | (12.04) |
| 401 | 62000533 | Water Distribution | 6.93 | 18.25 | (24.49) | (21.48) | (97.94) | (125.90) | (111.57) | (47.36) | (15.02) | 53.82 | 62.60 | 24.02 | (278.12) |
| 401 | 62100533 | Water Production | 858.75 | 2,261.38 | (3,034.25) | (2,662.13) | (12,137.00) | (15,600.63) | (13,825.88) | (5,868.13) | (1,860.63) | 6,669.63 | 7,757.38 | 2,977.00 | (34,464.50) |
| 401 | 63000535 | Wastewater Collection | 74.16 | 195.29 | (262.03) | (229.90) | (1,048.13) | (1,347.24) | (1,193.98) | (506.76) | (160.68) | 575.98 | 669.91 | 257.09 | (2,976.29) |
| 401 | 63100535 | Water Reclamation | 568.95 | 1,498.24 | (2,010.29) | (1,763.75) | (8,041.16) | (10,335.93) | (9,160.10) | (3,887.83) | (1,232.73) | 4,418.85 | 5,139.52 | 1,972.36 | (22,833.86) |
| 001 | 64500541 | Streets Management | 3.08 | 8.10 | (10.87) | (9.53) | (43.46) | (55.86) | (49.51) | (21.01) | (6.66) | 23.88 | 27.78 | 10.66 | (123.41) |
| 001 | 64600541 | Local Option Gas Tax | 3.75 | 9.88 | (13.25) | (11.63) | (53.00) | (68.13) | (60.38) | (25.63) | (8.13) | 29.13 | 33.88 | 13.00 | (150.50) |
| 001 | 64900519 | Fleet Management | 5.36 | 14.10 | (18.92) | (16.60) | (75.68) | (97.28) | (86.22) | (36.59) | (11.60) | 41.59 | 48.37 | 18.56 | (214.91) |
| 001 | 90100519 | General Fund Non-Departmental | 73.57 | 193.74 | (259.96) | (228.08) | (1,039.84) | (1,336.59) | (1,184.53) | (502.75) | (159.41) | 571.42 | 664.61 | 255.05 | (2,952.75) |
| 860 | 81300542 | Melbourne International - Fire | 5.70 | 15.01 | (20.14) | (17.67) | (80.56) | (103.55) | (91.77) | (38.95) | (12.35) | 44.27 | 51.49 | 19.76 | (228.76) |
| **SolarTogether Participation (Cost)/Credit** | | | **$ 1,910.55** | **$ 5,031.12** | **$ (6,750.61)** | **$ (5,922.71)** | **$ (27,002.44)** | **$ (34,708.33)** | **$ (30,759.86)** | **$ (13,055.43)** | **$ (4,139.53)** | **$ 14,838.61** | **$ 17,258.64** | **$ 6,623.24** | **$ (76,676.74)** |

| Fund | | August-23 | September-23 | October-23 | November-23 | December-23 | January-24 | February-24 | March-24 | April-24 | May-24 | June-24 | July-24 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 | General Fund | $ 383.40 | $ 1,009.62 | $ (1,354.67) | $ (1,188.54) | $ (5,418.70) | $ (6,965.07) | $ (6,172.72) | $ (2,619.89) | $ (830.70) | $ 2,977.73 | $ 3,463.37 | $ 1,329.11 | **$ (15,387.06)** |
| 401 | Water and Sewer Fund | 1,521.45 | 4,006.49 | (5,375.80) | (4,716.50) | (21,503.18) | (27,639.70) | (24,495.37) | (10,396.59) | (3,296.48) | 11,816.61 | 13,743.78 | 5,274.37 | **(61,060.92)** |
| 860 | Airport Fund | 5.70 | 15.01 | (20.14) | (17.67) | (80.56) | (103.55) | (91.77) | (38.95) | (12.35) | 44.27 | 51.49 | 19.76 | **(228.76)** |
| **SolarTogether Participation (Cost)/Credit** | | **$ 1,910.55** | **$ 5,031.12** | **$ (6,750.61)** | **$ (5,922.71)** | **$ (27,002.44)** | **$ (34,708.33)** | **$ (30,759.86)** | **$ (13,055.43)** | **$ (4,139.53)** | **$ 14,838.61** | **$ 17,258.64** | **$ 6,623.24** | **$ (76,676.74)** |

# SolarTogether Program Financial Impact

| Fund | Org | Division | August-22 | September-22 | October-22 | November-22 | December-22 | January-23 | February-23 | March-23 | April-23 | May-23 | June-23 | July-23 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 401 | 22000536 | Utility Billing and Collection | $ 31.05 | $ 5.82 | $ (58.70) | $ (24.50) | $ (124.91) | $ (109.63) | $ (56.76) | $ (45.36) | $ 16.25 | $ (7.76) | $ 36.87 | $ 10.67 | $ (326.96) |
| 001 | 23000513 | Procurement | 3.84 | 0.72 | (7.26) | (3.03) | (15.45) | (13.56) | (7.02) | (5.61) | 2.01 | (0.96) | 4.56 | 1.32 | $ (40.44) |
| 001 | 31000572 | Recreation | 121.53 | 22.79 | (229.78) | (95.90) | (488.99) | (429.17) | (222.18) | (177.56) | 63.62 | (30.38) | 144.32 | 41.78 | $ (1,279.93) |
| 001 | 31100575 | Melbourne Auditorium | 92.80 | 17.40 | (175.45) | (73.23) | (373.38) | (327.70) | (169.65) | (135.58) | 48.57 | (23.20) | 110.20 | 31.90 | $ (977.30) |
| 001 | 31200575 | Eau Gallie Civic Center | 99.20 | 18.60 | (187.55) | (78.28) | (399.13) | (350.30) | (181.35) | (144.93) | 51.93 | (24.80) | 117.80 | 34.10 | $ (1,044.70) |
| 001 | 31400572 | Eddie Lee Taylor Sr. Community Center | 51.52 | 9.66 | (97.40) | (40.65) | (207.29) | (181.93) | (94.19) | (75.27) | 26.97 | (12.88) | 61.18 | 17.71 | $ (542.57) |
| 001 | 31500572 | Joseph N. Davis Community Center | 51.84 | 9.72 | (98.01) | (40.91) | (208.58) | (183.06) | (94.77) | (75.73) | 27.14 | (12.96) | 61.56 | 17.82 | $ (545.94) |
| 001 | 31900572 | Wickham Park Community Center | 71.68 | 13.44 | (135.52) | (56.56) | (288.40) | (253.12) | (131.04) | (104.72) | 37.52 | (17.92) | 85.12 | 24.64 | $ (754.88) |
| 001 | 33000572 | Pools Operations | 100.22 | 18.79 | (189.49) | (79.08) | (403.25) | (353.92) | (183.22) | (146.42) | 52.46 | (25.06) | 119.02 | 34.45 | $ (1,055.49) |
| 001 | 34000572 | Parks Maintenance | 34.88 | 6.54 | (65.94) | (27.52) | (140.34) | (123.17) | (63.77) | (50.96) | 18.26 | (8.72) | 41.42 | 11.99 | $ (367.33) |
| 001 | 35000572 | Cemeteries | 2.56 | 0.48 | (4.84) | (2.02) | (10.30) | (9.04) | (4.68) | (3.74) | 1.34 | (0.64) | 3.04 | 0.88 | $ (26.96) |
| 001 | 37100572 | Crane Creek Golf Course | 72.32 | 13.56 | (136.73) | (57.07) | (290.98) | (255.38) | (132.21) | (105.66) | 37.85 | (18.08) | 85.88 | 24.86 | $ (761.62) |
| 001 | 37300572 | Mallards Landing Golf Course | 74.24 | 13.92 | (140.36) | (58.58) | (298.70) | (262.16) | (135.72) | (108.46) | 38.86 | (18.56) | 88.16 | 25.52 | $ (781.84) |
| 001 | 44000521 | Police Support Services | 334.71 | 62.76 | (632.83) | (264.12) | (1,346.73) | (1,181.98) | (611.91) | (489.00) | 175.21 | (83.68) | 397.48 | 115.06 | $ (3,525.03) |
| 001 | 53000522 | Fire Operations | 148.48 | 27.84 | (280.72) | (117.16) | (597.40) | (524.32) | (271.44) | (216.92) | 77.72 | (37.12) | 176.32 | 51.04 | $ (1,563.68) |
| 001 | 56500554 | Housing and Urban Improvement | 5.76 | 1.08 | (10.89) | (4.55) | (23.18) | (20.34) | (10.53) | (8.41) | 3.02 | (1.44) | 6.84 | 1.98 | $ (60.66) |
| 001 | 58100541 | Traffic Engineering | 4.35 | 0.82 | (8.23) | (3.43) | (17.51) | (15.37) | (7.96) | (6.36) | 2.28 | (1.09) | 5.17 | 1.50 | $ (45.83) |
| 401 | 61000536 | Public Works Utilities Administration | 5.12 | 0.96 | (9.68) | (4.04) | (20.60) | (18.08) | (9.36) | (7.48) | 2.68 | (1.28) | 6.08 | 1.76 | $ (53.92) |
| 401 | 61100536 | Utilities Operations | 8.96 | 1.68 | (16.94) | (7.07) | (36.05) | (31.64) | (16.38) | (13.09) | 4.69 | (2.24) | 10.64 | 3.08 | $ (94.36) |
| 401 | 61200536 | Meter Services | 7.62 | 1.43 | (14.40) | (6.01) | (30.64) | (26.89) | (13.92) | (11.13) | 3.99 | (1.90) | 9.04 | 2.62 | $ (80.21) |
| 401 | 61300537 | Environmental Community Outreach | 1.28 | 0.24 | (2.42) | (1.01) | (5.15) | (4.52) | (2.34) | (1.87) | 0.67 | (0.32) | 1.52 | 0.44 | $ (13.48) |
| 401 | 62000533 | Water Distribution | 29.57 | 5.54 | (55.90) | (23.33) | (118.97) | (104.41) | (54.05) | (43.20) | 15.48 | (7.39) | 35.11 | 10.16 | $ (311.39) |
| 401 | 62100533 | Water Production | 3,663.94 | 687.00 | (6,927.25) | (2,891.13) | (14,741.88) | (12,938.50) | (6,698.25) | (5,352.88) | 1,917.88 | (916.00) | 4,351.00 | 1,259.50 | $ (38,586.56) |
| 401 | 63000535 | Wastewater Collection | 316.41 | 59.33 | (598.22) | (249.67) | (1,273.08) | (1,117.34) | (578.45) | (462.26) | 165.62 | (79.10) | 375.74 | 108.77 | $ (3,332.26) |
| 401 | 63100535 | Water Reclamation | 2,427.48 | 455.16 | (4,589.53) | (1,915.47) | (9,766.98) | (8,572.18) | (4,437.81) | (3,546.46) | 1,270.66 | (606.88) | 2,882.68 | 834.46 | $ (25,564.86) |
| 001 | 64500541 | Streets Management | 13.12 | 2.46 | (24.80) | (10.35) | (52.79) | (46.33) | (23.99) | (19.17) | 6.87 | (3.28) | 15.58 | 4.51 | $ (138.17) |
| 001 | 64600541 | Local Option Gas Tax | 16.00 | 3.00 | (30.25) | (12.63) | (64.38) | (56.50) | (29.25) | (23.38) | 8.37 | (4.00) | 19.00 | 5.50 | $ (168.50) |
| 001 | 64900519 | Fleet Management | 22.85 | 4.28 | (43.20) | (18.03) | (91.93) | (80.68) | (41.77) | (33.38) | 11.96 | (5.71) | 27.13 | 7.85 | $ (240.62) |
| 001 | 90100519 | General Fund Non-Departmental | 313.91 | 58.86 | (593.49) | (247.70) | (1,263.01) | (1,108.51) | (573.87) | (458.61) | 164.31 | (78.48) | 372.77 | 107.91 | $ (3,305.91) |
| 860 | 81300542 | Melbourne International - Fire | 24.32 | 4.56 | (45.98) | (19.19) | (97.85) | (85.88) | (44.46) | (35.53) | 12.73 | (6.08) | 28.88 | 8.36 | $ (256.12) |
| **SolarTogether Participation (Cost)/Credit** | | | **$ 8,151.54** | **$ 1,528.44** | **$ (15,411.77)** | **$ (6,432.19)** | **$ (32,797.78)** | **$ (28,785.62)** | **$ (14,902.29)** | **$ (11,909.10)** | **$ 4,266.90** | **$ (2,037.92)** | **$ 9,680.12** | **$ 2,802.14** | **$ (85,847.52)** |

| Fund | August-22 | September-22 | October-22 | November-22 | December-22 | January-23 | February-23 | March-23 | April-23 | May-23 | June-23 | July-23 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 General Fund | $ 1,635.81 | $ 306.72 | $ (3,092.75) | $ (1,290.77) | $ (6,581.67) | $ (5,776.54) | $ (2,990.51) | $ (2,389.85) | $ 856.26 | $ (408.96) | $ 1,942.55 | $ 562.32 | **$ (17,227.40)** |
| 401 Water and Sewer Fund | 6,491.42 | 1,217.16 | (12,273.04) | (5,122.22) | (26,118.25) | (22,923.20) | (11,867.32) | (9,483.71) | 3,397.91 | (1,622.88) | 7,708.69 | 2,231.46 | **(68,364.00)** |
| 860 Airport Fund | 24.32 | 4.56 | (45.98) | (19.19) | (97.85) | (85.88) | (44.46) | (35.53) | 12.73 | (6.08) | 28.88 | 8.36 | **(256.12)** |
| **SolarTogether Participation (Cost)/Credit** | **$ 8,151.54** | **$ 1,528.44** | **$ (15,411.77)** | **$ (6,432.19)** | **$ (32,797.78)** | **$ (28,785.62)** | **$ (14,902.29)** | **$ (11,909.10)** | **$ 4,266.90** | **$ (2,037.92)** | **$ 9,680.12** | **$ 2,802.14** | **$ (85,847.52)** |

# SolarTogether Program Financial Impact

| Fund | Org | Division | August-21 | September-21 | October-21 | November-21 | December-21 | January-22 | February-22 | March-22 | April-22 | May-22 | June-22 | July-22 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 401 | 22000536 | Utility Billing and Collection | $ (25.47) | $ (39.05) | $ (41.72) | $ (43.17) | $ (94.11) | $ (91.20) | $ (83.19) | $ (77.86) | $ 17.95 | $ 30.08 | $ 51.90 | $ 18.19 | $ (377.65) |
| 001 | 23000513 | Procurement | (3.15) | (4.83) | (5.16) | (5.34) | (11.64) | (11.28) | (10.29) | (9.63) | 2.22 | 3.72 | 6.42 | 2.25 | $ (46.71) |
| 001 | 31000572 | Recreation | (99.70) | (152.88) | (163.32) | (169.01) | (368.40) | (357.03) | (325.67) | (304.78) | 70.26 | 117.75 | 203.19 | 71.22 | $ (1,478.37) |
| 001 | 31100575 | Melbourne Auditorium | (76.13) | (116.73) | (124.70) | (129.05) | (281.30) | (272.61) | (248.67) | (232.72) | 53.65 | 89.91 | 155.15 | 54.38 | $ (1,128.83) |
| 001 | 31200575 | Eau Gallie Civic Center | (81.38) | (124.78) | (133.30) | (137.95) | (300.70) | (291.41) | (265.82) | (248.77) | 57.35 | 96.11 | 165.85 | 58.13 | $ (1,206.68) |
| 001 | 31400572 | Eddie Lee Taylor Sr. Community Center | (42.26) | (64.81) | (69.23) | (71.64) | (156.17) | (151.35) | (138.05) | (129.20) | 29.78 | 49.91 | 86.13 | 30.19 | $ (626.69) |
| 001 | 31500572 | Joseph N. Davis Community Center | (42.53) | (65.21) | (69.66) | (72.09) | (157.14) | (152.29) | (138.91) | (130.00) | 29.97 | 50.22 | 86.67 | 30.38 | $ (630.59) |
| 001 | 31900572 | Wickham Park Community Center | (58.80) | (90.16) | (96.32) | (99.68) | (217.28) | (210.57) | (192.07) | (179.76) | 41.44 | 69.45 | 119.84 | 42.00 | $ (871.92) |
| 001 | 33000572 | Pools Operations | (82.22) | (126.07) | (134.68) | (139.37) | (303.80) | (294.42) | (268.56) | (251.34) | 57.94 | 97.10 | 167.56 | 58.73 | $ (1,219.13) |
| 001 | 34000572 | Parks Maintenance | (28.61) | (43.87) | (46.87) | (48.50) | (105.73) | (102.46) | (93.46) | (87.47) | 20.16 | 33.79 | 58.31 | 20.44 | $ (424.28) |
| 001 | 35000572 | Cemeteries | (2.10) | (3.22) | (3.44) | (3.56) | (7.76) | (7.52) | (6.86) | (6.42) | 1.48 | 2.48 | 4.28 | 1.50 | $ (31.14) |
| 001 | 37100572 | Crane Creek Golf Course | (59.33) | (90.97) | (97.18) | (100.57) | (219.22) | (212.45) | (193.79) | (181.36) | 41.81 | 70.07 | 120.91 | 42.38 | $ (879.71) |
| 001 | 37300572 | Mallards Landing Golf Course | (60.90) | (93.39) | (99.76) | (103.24) | (225.04) | (218.09) | (198.93) | (186.18) | 42.92 | 71.93 | 124.12 | 43.50 | $ (903.06) |
| 001 | 44000521 | Police Support Services | (274.58) | (421.04) | (449.80) | (465.47) | (1,014.62) | (983.28) | (896.92) | (839.40) | 193.51 | 324.29 | 559.60 | 196.14 | $ (4,071.56) |
| 001 | 53000522 | Fire Operations | (121.80) | (186.77) | (199.53) | (206.48) | (450.08) | (436.18) | (397.87) | (372.35) | 85.84 | 143.85 | 248.23 | 87.01 | $ (1,806.12) |
| 001 | 56500554 | Housing and Urban Improvement | (4.73) | (7.25) | (7.74) | (8.01) | (17.46) | (16.92) | (15.43) | (14.44) | 3.33 | 5.58 | 9.63 | 3.38 | $ (70.07) |
| 001 | 58100541 | Traffic Engineering | (3.57) | (5.47) | (5.85) | (6.05) | (13.19) | (12.78) | (11.66) | (10.91) | 2.52 | 4.22 | 7.28 | 2.55 | $ (52.94) |
| 401 | 61000536 | Public Works Utilities Administration | (4.20) | (6.44) | (6.88) | (7.12) | (15.52) | (15.04) | (13.72) | (12.84) | 2.96 | 4.96 | 8.56 | 3.00 | $ (62.28) |
| 401 | 61100536 | Utilities Operations | (7.35) | (11.27) | (12.04) | (12.46) | (27.16) | (26.32) | (24.01) | (22.47) | 5.18 | 8.68 | 14.98 | 5.25 | $ (108.99) |
| 401 | 61200536 | Meter Services | (6.25) | (9.58) | (10.23) | (10.59) | (23.09) | (22.37) | (20.41) | (19.10) | 4.40 | 7.38 | 12.73 | 4.46 | $ (92.64) |
| 401 | 61300537 | Environmental Community Outreach | (1.05) | (1.61) | (1.72) | (1.78) | (3.88) | (3.76) | (3.43) | (3.21) | 0.74 | 1.24 | 2.14 | 0.75 | $ (15.57) |
| 401 | 62000533 | Water Distribution | (24.26) | (37.19) | (39.73) | (41.12) | (89.63) | (86.86) | (79.23) | (74.15) | 17.09 | 28.65 | 49.43 | 17.33 | $ (359.67) |
| 401 | 62100533 | Water Production | (3,005.68) | (4,608.88) | (4,923.67) | (5,095.20) | (11,106.47) | (10,763.41) | (9,818.06) | (9,188.48) | 2,118.24 | 3,549.81 | 6,125.60 | 2,147.08 | $ (44,569.13) |
| 401 | 63000535 | Wastewater Collection | (259.56) | (398.01) | (425.20) | (440.01) | (959.13) | (929.51) | (847.87) | (793.50) | 182.93 | 306.55 | 528.99 | 185.42 | $ (3,848.90) |
| 401 | 63100535 | Water Reclamation | (1,991.36) | (3,053.53) | (3,262.09) | (3,375.74) | (7,358.40) | (7,131.11) | (6,504.79) | (6,087.67) | 1,403.40 | 2,351.86 | 4,058.41 | 1,422.51 | $ (29,528.51) |
| 001 | 64500541 | Streets Management | (10.76) | (16.50) | (17.63) | (18.24) | (39.77) | (38.54) | (35.16) | (32.90) | 7.58 | 12.71 | 21.93 | 7.69 | $ (159.59) |
| 001 | 64600541 | Local Option Gas Tax | (13.13) | (20.13) | (21.50) | (22.25) | (48.50) | (47.00) | (42.87) | (40.12) | 9.25 | 15.50 | 26.75 | 9.38 | $ (194.63) |
| 001 | 64900519 | Fleet Management | (18.74) | (28.74) | (30.70) | (31.77) | (69.26) | (67.12) | (61.22) | (57.30) | 13.21 | 22.14 | 38.20 | 13.39 | $ (277.92) |
| 001 | 90100519 | General Fund Non-Departmental | (257.51) | (394.87) | (421.84) | (436.53) | (951.55) | (922.16) | (841.16) | (787.22) | 181.48 | 304.13 | 524.81 | 183.95 | $ (3,818.47) |
| 860 | 81300542 | Melbourne International - Fire | (19.95) | (30.59) | (32.68) | (33.82) | (73.72) | (71.44) | (65.17) | (60.99) | 14.06 | 23.56 | 40.66 | 14.25 | $ (295.83) |
| **SolarTogether Participation (Cost)/Credit** | | | **$ (6,687.05)** | **$ (10,253.85)** | **$ (10,954.20)** | **$ (11,335.82)** | **$ (24,709.71)** | **$ (23,946.48)** | **$ (21,843.26)** | **$ (20,442.55)** | **$ 4,712.67** | **$ 7,897.62** | **$ 13,628.25** | **$ 4,776.82** | **$ (99,157.56)** |

| Fund | | August-21 | September-21 | October-21 | November-21 | December-21 | January-22 | February-22 | March-22 | April-22 | May-22 | June-22 | July-22 | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 001 | General Fund | $ (1,341.92) | $ (2,057.69) | $ (2,198.23) | $ (2,274.81) | $ (4,958.61) | $ (4,805.45) | $ (4,383.38) | $ (4,102.30) | $ 945.71 | $ 1,584.85 | $ 2,734.84 | $ 958.59 | **$ (19,898.38)** |
| 401 | Water and Sewer Fund | (5,325.18) | (8,165.57) | (8,723.29) | (9,027.19) | (19,677.38) | (19,069.59) | (17,394.71) | (16,279.27) | 3,752.89 | 6,289.21 | 10,852.75 | 3,803.99 | **(78,963.34)** |
| 860 | Airport Fund | (19.95) | (30.59) | (32.68) | (33.82) | (73.72) | (71.44) | (65.17) | (60.99) | 14.06 | 23.56 | 40.66 | 14.25 | **(295.83)** |
| **SolarTogether Participation (Cost)/Credit** | | **$ (6,687.05)** | **$ (10,253.85)** | **$ (10,954.20)** | **$ (11,335.82)** | **$ (24,709.71)** | **$ (23,946.48)** | **$ (21,843.26)** | **$ (20,442.55)** | **$ 4,712.67** | **$ 7,897.62** | **$ 13,628.25** | **$ 4,776.82** | **$ (99,157.56)** |

# Melbourne City Council
# February 10, 2026
# City Manager's Item Report

| | |
|---|---|
| Department: | Mayor and Council |
| Presenter: | Marcus Smith |
| Council District: | 3 |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.25. |

**Subject:**
Historic South Melbourne (HiSoMe) Heritage & Cultural Tourism Trail. (Requested by Council Member Smith)

**Background/Consideration:**
Council Member Smith requested a discussion item regarding the Historic South Melbourne (HiSoMe) Heritage & Cultural Tourism Trail. The intent is to share the updated HiSoMe Heritage & Cultural Tourism Trail for Council's awareness and consideration.

HiSoMe Heritage & Cultural Tourism Trail initiative builds on prior conversations around heritage preservation, placemaking, walkability, and cultural tourism. The HiSoMe concept integrates three existing assets into a cohesive, walkable heritage campus:

- Riverview Park and the Melbourne Founders Monument as the gateway
- The Historic American Legion Post 191 as a central gathering and programming hub
- A clearly defined heritage trail connecting historic churches, schools, cemeteries, business districts, and civic institutions throughout Historic South Melbourne

The goal is to transform these assets into a coordinated cultural tourism experience that preserves underrepresented history, strengthens civic education, supports local businesses, and enhances South Melbourne’s visibility as a destination—while leveraging infrastructure that already exists.

The attached proposal provides information on the trail concept. Council Member Smith will have a PowerPoint presentation to walk through the concept, outline the phased approach, community and economic benefits, and opportunities for coordination moving forward.

If there is consensus for the City to consider participating in this vision, direction should be given to staff to meet with Council Member Smith, Concerned Citizens Committee of South Brevard and Historic American Legion 191 to discuss how this initiative aligns with ongoing City efforts related to planning, parks, CRA initiatives, and tourism and what a partnership includes.

**Fiscal/Budget Impact:**
N/A

**Requested Action:**

City Council discussion.

# Historic South Melbourne (HiSoMe) Heritage & Cultural Tourism Trail Concept Document – Version 3

**MELBourne Leads The Way in Arts, Culture, Entertainment and History Preservation**

Concerned Citizens Committee of South Brevard
www.cccsb.org

Historic American Legion Post 191
www.historicamericanlegion191.com

Vision: Historic South Melbourne **(HiSoMe)** Heritage & Cultural Trail
Preserving the Past. Walking Toward the Future. Building What's Next.

Concept Lead: Marcus Smith
Updated Version: V3 (Feb 2026)

## Overview

The Historic South Melbourne (HiSoMe) Heritage Trail is an integrated cultural tourism and placemaking initiative that preserves, interprets, and activates the legacy of Melbourne's African American pioneers and historic neighborhoods. Anchored by Riverview Park, the Melbourne Founders Monument, and the Historic American Legion Post 191, the HiSoMe Trail connects a network of historic landmarks, churches, cemeteries, schools, business districts, and civic institutions through a clearly defined, walkable heritage corridor.

This initiative transforms history into a living civic asset that strengthens community pride, supports local businesses, enhances civic education, and positions Melbourne as a regional leader in heritage-driven tourism and community revitalization.

## Trail Route & Historic Highlights

### Founders Monument at Riverview Park

The ceremonial starting point of the trail honoring Peter Wright, the Wright Brothers, and Balaam Allen—three freedmen who settled Crane Creek in 1867 and laid the foundation for present-day Melbourne.

### Historic American Legion Post 191 (Former Kempfer Grocery Site)

A community pillar since 1946, chartered by African American World War II veterans. With planned renovations, Post 191 will serve as the primary gathering, orientation, and programming hub for the HiSoMe Heritage Campus.

### Brothers Avenue / Historic Black Business District

Once the commercial heartbeat of Melbourne's African American community, featuring legacy sites such as Spain's Hotel & Bar, Coats Grocery, Dr. Norris' Home, and Brothers Fountainette.

### Melbourne Founders' House & Allen Chapel AME Church

Allen Chapel AME Church, founded in 1885, is one of the oldest churches in Melbourne and a spiritual cornerstone of the Crane Creek community. The nearby Founders' House offers a tangible connection to early residents.

### Macedonia Church & Union Cypress Sawmill Site

The site of Melbourne's first major industry. The Union Cypress Sawmill operated from 1912 to 1932 and played a central role in shaping the early economy and workforce.

### Union Cypress Sawmill Original Boarding House

A remaining physical link to the industrial era, highlighting the lived experience of sawmill workers and their families.

### Historic Education & Workforce Corridor

Includes Rev. Nathiel Harris Street, Stone Middle School (original K–12), and the former Melbourne Vocational High School site, reflecting the community's emphasis on education and skilled trades.

### Line Street Cemetery

Established in 1901, this sacred site is the final resting place of many founders and community leaders. Ongoing efforts continue to identify and honor unmarked graves.

### Historic Eugene C. Johnson Masonic Lodge #318

A vital fraternal institution supporting leadership, mutual aid, and civic responsibility throughout the 20th century.

### Joseph N. Davis Community Center

A longstanding hub for youth development, recreation, and civic gatherings, named after a respected educator and community leader.

### Stone & Buggs Cemetery

Named after influential local families, these cemeteries preserve the memory of early African American residents and provide space for reflection and remembrance.

## Other Historic Trail Features

**University Avenue Corridor –** A transitional stretch linking Historic South Melbourne to the academic and innovation hub at Florida Institute of Technology.

**Little Red Schoolhouse at Florida Institute of Technology** – The symbolic endpoint of the trail and a representation of education, progress, and continuity.

**City of Melbourne Southwest Trails** – HiSoMe aligns with the City of Melbourne's Southwest Trails network, supporting walkability, connectivity, and multimodal access. https://www.melbourneflorida.org/Government/Departments/Engineering/Southwest-Trails

City of Melbourne Preserving our History Map - The City of Melbourne is committed to preserving and protecting properties of historical, cultural, archaeological, aesthetic and architectural merit which serve as visual reminders of the City's history**.** https://mgis.maps.arcgis.com/apps/Cascade/index.html?appid=0953582f2b8e44f888ec21848c97833e

## Trail Features

- Interpretive signage and QR-enabled storytelling
- Guided walking tours and school field trips
- Public art installations and placemaking elements
- Wayfinding markers with estimated walk times
- Digital storytelling and future mobile app integration

## Community & Economic Benefits

The HiSoMe Heritage Trail strengthens civic identity, preserves underrepresented history, supports minority-owned businesses, increases foot traffic, and aligns with CRA revitalization and placemaking goals. Heritage is positioned as both a cultural and economic asset.

## Next Steps

- Community engagement and historical validation workshops
- Formal partnership and governance alignment
- Phased implementation and capital planning
- Grant, sponsorship, and cultural tourism funding pursuit

## Points of Contact

Marcus Smith
Melbourne City Councilman |

1st Vice Commander, Historic American Legion Post 191 |
1st Vice President, Concerned Citizens Committee South Brevard (CCCSB)
404.547.2661 | marcus4community@gmail.com

Joe McNeil
President, Concerned Citizens Committee of South Brevard
321.961.0456 | jmcneil9853@gmail.com

# Melbourne City Council
# February 10, 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.26.a. |

**Subject:**
Request for waiver of Florida Statutes for JoAnn Davis, Melbourne Downtown CRA Advisory Committee

**Background/Consideration:**
Florida Statutes, Sections 112.313(3) (doing business with one's own agency) and 112.313(7) (conflicting employment or contractual relationships) prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards.

Section 112.313(12), Florida Statutes, states that the requirements of subsections (3) and (7), as they pertain to persons serving on advisory boards, may be waived in a particular instance upon a full disclosure of the transaction or relationship to the City Council prior to the waiver and an affirmative vote in favor of the waiver by two-thirds vote of the City Council.

JoAnn Davis is a current Melbourne Downtown CRA Advisory Committee Member whose term will expire on February 22, 2026. Ms. Davis has filed an application to be reappointed to the Committee; however, Ms. Davis has an active and potential conflicting employment or contractual relationship with the City as President of IM Solutions, Inc., which is an active vendor to the City of Melbourne. A full disclosure of Ms. Davis' potential conflicting employment or contractual relationships is detailed in the memo included in the agenda package.

Form 4A - Disclosure of Business Transaction, Relationship or Interest has been prescribed by the Commission on Ethics for such disclosure. Part A of the form identifies who the conflicting relationship applies to; the transaction or relationship for which the waiver is sought; the business entity that is doing business with the City; and the relationship of the advisory board member to the business entity so named. Ms Davis has filed Form 4A with the City Clerk's Office, and an executed form is included within the agenda package. For information, Ms. Davis was granted this waiver in September 2025 for transactions in Fiscal Year 2026; however, it is staff's practice to also bring forward this waiver request at the time of a members' reappointment.

Should Council deny the waiver request, Ms. Davis must then make a decision on whether to maintain her volunteer advisory board member relationship with the City or her business' contractual relationship with the City.

The requested waiver would be for transactions that occur during the remainder of Fiscal Year 2026

(through September 30, 2026) related to the contractural relationship that is disclosed within the agenda package. Council would have to approve another waiver for any transaction that falls outside of the aforementioned relationship or Fiscal Year.

**Fiscal/Budget Impact:**
N/A

**Requested Action:**
Approval of the exemption request and, pursuant to Section 112.313(12), Florida Statutes, waiver of the provisions of Sections 112.313(3) and 112.313(7), Florida Statutes, on behalf of JoAnn Davis as a member of the Melbourne Downtown Community Redevelopment Agency Advisory Committee regarding her relationship with IM Solutions, Inc. and its existing scope of business with the City, including technical support and various repair/maintenance services for the remainder of Fiscal Year 2026.

# Memorandum

**To:** Jenni Lamb, City Manager

**From:** Kevin McKeown, City Clerk

**Date:** February 10, 2025

**Re:** Florida Statute Waiver Requests from Volunteer Advisory Board Member

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## Background

Sections 112.313(3) (doing business with one's own agency) and 112.313(7) (conflicting employment or contractual relationships), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards.

Section 112.313(12), Florida Statutes, states that the requirements of subsections (3) and (7), as they pertain to persons serving on advisory boards, may be waived in a particular instance upon a full disclosure of the transaction or relationship to the City Council prior to the waiver and an affirmative vote in favor of the waiver by two-thirds vote of the City Council.

JoAnn Davis, member of the Melbourne Downtown CRA Advisory Committee, has been identified as being public officers and having an active potential conflicting employment or contractual relationship with the city under subsections (3) and (7). For purposes of a full disclosure of those potential relationships, I have summarized our findings below.

## JoAnn Davis, Melbourne Downtown Community Redevelopment Agency Advisory Committee

Mrs. Davis has been a member of the Downtown Melbourne CRA Advisory Committee since February 2009. Mrs. Davis is also the President and Director of IM Solutions, Inc., an active Florida corporation and active city vendor (#31655). The following is a summary of the business that has been transacted between the city and IM Solutions, Inc. since Mrs. Davis' appointment as an advisory board member:

- Approximately $355,000 has been paid to IM Solutions, Inc.
- Departments/divisions doing business with IM Solutions, Inc. include the City Clerk's Office, City Manager's Office, Information Technology and Parks and Recreation.

- Work performed by IM Solutions, Inc. relates to former City Council meeting live-streaming production services, associated technical support and various repair/maintenance services. Based on the spending limits of the work, contracts are not required; however, work has been performed in compliance with all city procurement rules.

## Consideration of Exemptions

Pursuant to Section 112.313(12) Florida Statutes, Ms. Davis is requesting that City Council waive any potential conflict from subsections (3) and (7) pertaining to her service as advisory board member and relationships with entities that do business with the City of Melbourne. In order to waive the previously cited statutory provisions, an affirmative vote of five members of City Council is required. Such an affirmative vote would allow Ms. Davis to continue her volunteer service as well as maintain her business relationships with the city. If Council does not approve the waiver request, Ms. Davis will need to consider whether to resign from her respective advisory board or to cease her business relationship with the city.

## Recommendation

Approval of the exemption request and, pursuant to Section 112.313(12), Florida Statutes, waiver of the provisions of Sections 112.313(3) and 112.313(7), Florida Statutes, on behalf of JoAnn Davis as a member of the Melbourne Downtown Community Redevelopment Agency Advisory Committee regarding her relationship with IM Solutions, Inc. and its existing scope of business with the city, including technical support and various repair/maintenance services for the remainder of FY2026.

**112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.**—

(1) DEFINITION.—As used in this section, unless the context otherwise requires, the term "public officer" includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

(2) SOLICITATION OR ACCEPTANCE OF GIFTS.—No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

(3) DOING BUSINESS WITH ONE'S AGENCY.—No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

(a) October 1, 1975.

(b) Qualification for elective office.

(c) Appointment to public office.

(d) Beginning public employment.

(4) UNAUTHORIZED COMPENSATION.—No public officer, employee of an agency, or local government attorney or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

(5) SALARY AND EXPENSES.—No public officer shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a public officer, as provided by law. No local government attorney shall be prevented from considering any matter affecting his or her salary, expenses, or other compensation as the local government attorney, as provided by law.

(6) MISUSE OF PUBLIC POSITION.—No public officer, employee of an agency, or local government attorney shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with s. 104.31.

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency is not prohibited by this subsection or deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

(8) DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former public officer, employee of an agency, or local government attorney may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

(9) POSTEMPLOYMENT RESTRICTIONS; STANDARDS OF CONDUCT FOR LEGISLATORS AND LEGISLATIVE EMPLOYEES.—

(a)1. It is the intent of the Legislature to implement by statute the provisions of s. 8(e), Art. II of the State Constitution relating to legislators, statewide elected officers, appointed state officers, and designated public employees.

2. As used in this paragraph:

a. "Employee" means:

(I) Any person employed in the executive or legislative branch of government holding a position in the Senior Management Service as defined in s. 110.402 or any person holding a position in the Selected Exempt Service as defined in s. 110.602 or any person having authority over policy or procurement employed by the Department of the Lottery.

(II) The Auditor General, the director of the Office of Program Policy Analysis and Government Accountability, the Sergeant at Arms and Secretary of the Senate, and the Sergeant at Arms and Clerk of the House of Representatives.

(III) The executive director and deputy executive director of the Commission on Ethics.

(IV) An executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, analyst, or attorney of the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, Senate Minority Party Office, House Majority Party Office, or House Minority Party Office; or any person, hired on a contractual basis, having the power normally conferred upon such persons, by whatever title.

(V) The Chancellor and Vice Chancellors of the State University System; the general counsel to the Board of Governors of the State University System; and the president, provost, vice presidents, and deans of each state

university.

(VI) Any person, including an other-personal-services employee, having the power normally conferred upon the positions referenced in this sub-subparagraph.

b. "Appointed state officer" means any member of an appointive board, commission, committee, council, or authority of the executive or legislative branch of state government whose powers, jurisdiction, and authority are not solely advisory and include the final determination or adjudication of any personal or property rights, duties, or obligations, other than those relative to its internal operations.

c. "State agency" means an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises plenary budgetary and statutory control.

3.a. No member of the Legislature, appointed state officer, or statewide elected officer shall personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or member for a period of 2 years following vacation of office. No member of the Legislature shall personally represent another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals or in settlement negotiations after the filing of a lawsuit.

b. For a period of 2 years following vacation of office, a former member of the Legislature may not act as a lobbyist for compensation before an executive branch agency, agency official, or employee. The terms used in this sub-subparagraph have the same meanings as provided in s. 112.3215.

4. An agency employee, including an agency employee who was employed on July 1, 2001, in a Career Service System position that was transferred to the Selected Exempt Service System under chapter 2001-43, Laws of Florida, may not personally represent another person or entity for compensation before the agency with which he or she was employed for a period of 2 years following vacation of position, unless employed by another agency of state government.

5. Any person violating this paragraph shall be subject to the penalties provided in s. 112.317 and a civil penalty of an amount equal to the compensation which the person receives for the prohibited conduct.

6. This paragraph is not applicable to:

a. A person employed by the Legislature or other agency prior to July 1, 1989;

b. A person who was employed by the Legislature or other agency on July 1, 1989, whether or not the person was a defined employee on July 1, 1989;

c. A person who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994;

d. A person who has reached normal retirement age as defined in s. 121.021(29), and who has retired under the provisions of chapter 121 by July 1, 1991; or

e. Any appointed state officer whose term of office began before January 1, 1995, unless reappointed to that office on or after January 1, 1995.

(b) In addition to the provisions of this part which are applicable to legislators and legislative employees by virtue of their being public officers or employees, the conduct of members of the Legislature and legislative employees shall be governed by the ethical standards provided in the respective rules of the Senate or House of Representatives which are not in conflict herewith.

(10) EMPLOYEES HOLDING OFFICE.—

(a) No employee of a state agency or of a county, municipality, special taxing district, or other political subdivision of the state shall hold office as a member of the governing board, council, commission, or authority, by whatever name known, which is his or her employer while, at the same time, continuing as an employee of such employer.

(b) The provisions of this subsection shall not apply to any person holding office in violation of such provisions on the effective date of this act. However, such a person shall surrender his or her conflicting employment prior to seeking reelection or accepting reappointment to office.

(11) PROFESSIONAL AND OCCUPATIONAL LICENSING BOARD MEMBERS.—No officer, director, or administrator of a Florida state, county, or regional professional or occupational organization or association, while holding such position, shall be eligible to serve as a member of a state examining or licensing board for the profession or occupation.

(12) EXEMPTION.—The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(a) Within a city or county the business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the city or county.

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

(c) The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.

(d) An emergency purchase or contract which would otherwise violate a provision of subsection (3) or subsection (7) must be made in order to protect the health, safety, or welfare of the citizens of the state or any political subdivision thereof.

(e) The business entity involved is the only source of supply within the political subdivision of the officer or employee and there is full disclosure by the officer or employee of his or her interest in the business entity to the governing body of the political subdivision prior to the purchase, rental, sale, leasing, or other business being transacted.

(f) The total amount of the transactions in the aggregate between the business entity and the agency does not exceed $500 per calendar year.

(g) The fact that a county or municipal officer or member of a public board or body, including a district school officer or an officer of any district within a county, is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of any such public board or body, provided it appears in the records of the agency that the governing body of the agency has determined that such officer or member of a public board or body has not favored such bank over other qualified banks.

(h) The transaction is made pursuant to s. 1004.22 or s. 1004.23 and is specifically approved by the president and the chair of the university board of trustees. The chair of the university board of trustees shall submit to the Governor and the Legislature by March 1 of each year a report of the transactions approved pursuant to this paragraph during the preceding year.

(i) The public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) The public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency and:

1. The price and terms of the transaction are available to similarly situated members of the general public; and

2. The officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

(13) COUNTY AND MUNICIPAL ORDINANCES AND SPECIAL DISTRICT AND SCHOOL DISTRICT RESOLUTIONS REGULATING FORMER OFFICERS OR EMPLOYEES.—The governing body of any county or

municipality may adopt an ordinance and the governing body of any special district or school district may adopt a resolution providing that an appointed county, municipal, special district, or school district officer or a county, municipal, special district, or school district employee may not personally represent another person or entity for compensation before the government body or agency of which the individual was an officer or employee for a period of 2 years following vacation of office or termination of employment, except for the purposes of collective bargaining. Nothing in this section may be construed to prohibit such ordinance or resolution.

(14) LOBBYING BY FORMER LOCAL OFFICERS; PROHIBITION.—A person who has been elected to any county, municipal, special district, or school district office or appointed superintendent of a school district may not personally represent another person or entity for compensation before the government body or agency of which the person was an officer for a period of 2 years after vacating that office. For purposes of this subsection:

(a) The "government body or agency" of a member of a board of county commissioners consists of the commission, the chief administrative officer or employee of the county, and their immediate support staff.

(b) The "government body or agency" of any other county elected officer is the office or department headed by that officer, including all subordinate employees.

(c) The "government body or agency" of an elected municipal officer consists of the governing body of the municipality, the chief administrative officer or employee of the municipality, and their immediate support staff.

(d) The "government body or agency" of an elected special district officer is the special district.

(e) The "government body or agency" of an elected school district officer is the school district.

(15) ADDITIONAL EXEMPTION.—No elected public officer shall be held in violation of subsection (7) if the officer maintains an employment relationship with an entity which is currently a tax-exempt organization under s. 501(c) of the Internal Revenue Code and which contracts with or otherwise enters into a business relationship with the officer's agency and:

(a) The officer's employment is not directly or indirectly compensated as a result of such contract or business relationship;

(b) The officer has in no way participated in the agency's decision to contract or to enter into the business relationship with his or her employer, whether by participating in discussion at the meeting, by communicating with officers or employees of the agency, or otherwise; and

(c) The officer abstains from voting on any matter which may come before the agency involving the officer's employer, publicly states to the assembly the nature of the officer's interest in the matter from which he or she is abstaining, and files a written memorandum as provided in s. 112.3143.

(16) LOCAL GOVERNMENT ATTORNEYS.—

(a) For the purposes of this section, "local government attorney" means any individual who routinely serves as the attorney for a unit of local government. The term shall not include any person who renders legal services to a unit of local government pursuant to contract limited to a specific issue or subject, to specific litigation, or to a specific administrative proceeding. For the purposes of this section, "unit of local government" includes, but is not limited to, municipalities, counties, and special districts.

(b) It shall not constitute a violation of subsection (3) or subsection (7) for a unit of local government to contract with a law firm, operating as either a partnership or a professional association, or in any combination thereof, or with a local government attorney who is a member of or is otherwise associated with the law firm, to provide any or all legal services to the unit of local government, so long as the local government attorney is not a full-time employee or member of the governing body of the unit of local government. However, the standards of conduct as provided in subsections (2), (4), (5), (6), and (8) shall apply to any person who serves as a local government attorney.

(c) No local government attorney or law firm in which the local government attorney is a member, partner, or employee shall represent a private individual or entity before the unit of local government to which the local government attorney provides legal services. A local government attorney whose contract with the unit of local government does not include provisions that authorize or mandate the use of the law firm of the local government attorney to complete legal services for the unit of local government shall not recommend or otherwise refer legal work to that attorney's law firm to be completed for the unit of local government.

(17) BOARD OF GOVERNORS AND BOARDS OF TRUSTEES.—No citizen member of the Board of Governors of the State University System, nor any citizen member of a board of trustees of a local constituent university, shall have or hold any employment or contractual relationship as a legislative lobbyist requiring annual registration and reporting pursuant to s. 11.045.

**History.**—s. 3, ch. 67-469; s. 2, ch. 69-335; ss. 10, 35, ch. 69-106; s. 3, ch. 74-177; ss. 4, 11, ch. 75-208; s. 1, ch. 77-174; s. 1, ch. 77-349; s. 4, ch. 82-98; s. 2, ch. 83-26; s. 6, ch. 83-282; s. 14, ch. 85-80; s. 12, ch. 86-145; s. 1, ch. 88-358; s. 1, ch. 88-408; s. 3, ch. 90-502; s. 3, ch. 91-85; s. 4, ch. 91-292; s. 1, ch. 92-35; s. 1, ch. 94-277; s. 1406, ch. 95-147; s. 3, ch. 96-311; s. 34, ch. 96-318; s. 41, ch. 99-2; s. 29, ch. 2001-266; s. 20, ch. 2002-1; s. 894, ch. 2002-387; s. 2, ch. 2005-285; s. 2, ch. 2006-275; s. 10, ch. 2007-217; s. 16, ch. 2011-34; s. 3, ch. 2013-36; s. 2, ch. 2018-5; s. 1, ch. 2023-121; s. 7, ch. 2024-2.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

| LAST NAME - FIRST NAME - MIDDLE INITIAL | OFFICE / POSITION HELD |
|---|---|
| Davis, JoAnn Marie | Melbourne Downtown CRA Advisory Board Member |
| MAILING ADDRESS | AGENCY OR ADVISORY BOARD |
| 2801 S. Harbor City Blvd | Melbourne Downtown CRA |
| CITY ZIP COUNTY | ADDRESS OF AGENCY |
| Melbourne, FL 32901 Brevard | 901 E. Strawbridge Ave, Melbourne FL 32901 |

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out** Part A or Part B, as applicable.
- **Sign** and date the form on the reverse side.
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; *and* (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   (X) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

   (X) Supplying the following realty, goods, and/or services: Council Chamber Production Service and associated technical support

   ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency:

   IM Solutions, LLC

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; (X) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; (X) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

CE FORM 4A – REV. 1-98

[CONTINUED ON REVERSE SIDE]

## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

   ( ) The reporting person;

   ( ) The spouse of the reporting person, whose name is _____; or

   ( ) A child of the reporting person, whose name is _____.

2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:

   _____.

3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:

   _____
   (NAME OF ENTITY) (ADDRESS OF ENTITY)

4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
   ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:

### SIGNATURE

| SIGNATURE | DATE SIGNED | [illegible] |
|---|---|---|
| | 9/2/25 | RECEIVED<br>SEP - 3 2025<br>Office of City Clerk<br>Melbourne, Florida |

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

CE FORM 4A – REV. 1-98

[CONTINUED FROM FIRST SIDE]

# Melbourne City Council
# February 10, 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.26.b. |

**Subject:**
Appointment of members to the Melbourne Downtown Community Redevelopment Agency Advisory Committee.

**Background/Consideration:**
The Melbourne Downtown CRA Advisory Committee acts in an advisory capacity to the City Council for the Melbourne Downtown Community Redevelopment Area. The duties include preparation of recommended plans and modifications for the redevelopment area.

The terms of regular members JoAnn Davis, John Lucas and Gerry Smith will expire on February 22, 2026. All three (3) individuals have indicated their desire to be reappointed to the Advisory Committee. Additionally, there is one (1) regular member vacancy on this Committee. The City Code provides that any person may be appointed to the Committee if they:

- Are a city resident.
- Are engaged in business within the CRA (engaged in business means owning a business, practicing a profession or performing a service for compensation, or serving as an officer or director of a corporation so engaged).
- Own property within the CRA.

At all times, at least four (4) members of the Committee must reside within the Melbourne city limits. For information, the Committee currently has four (4) members who are residents of the Melbourne. Mr. Lucas is one of those four members.

Applications from the following are included in the agenda package:

- JoAnn Davis, John Lucas and Gerry Smith* (current members seeking reappointment)
- Brett Miller and Chris Adams (alternate members who may be moved into the vacant regular member seat)
- Karen Harshaw and Stefan Hartman (outside applicants expressing interest in serving on the board)

*Ms. Smith has yet to update her application (last updated in October 2024). However, she indicated

verbally that she wishes to continue her service on this Committee. For information, at the time of her last application, Ms. Smith qualified to serve on the Committee by being engaged in business within the CRA and owning property within the CRA. Since that time, Ms. Smith's business (Jessup's) has closed; however, she still owns the property, though it is for sale.

**Fiscal/Budget Impact:**
N/A

**Requested Action:**
Based on Council's past practice, the recommended action would be:

- To reappoint JoAnn Davis, John Lucas and Gerry Smith as regular members;
- To appoint one of the alternate members as a regular member; and
- To appoint one outside applicant as an alternate member.

| MEMBER | CONTACT INFO | TERM |
|---|---|---|
| Lisa Herendeen, Chair<br>233 E. New Haven Avenue<br>Melbourne, FL 32901 | (321) 863-4424<br>lisa.herendeen1@gmail.com | February 23, 2025 –<br>February 22, 2028<br>3-year term |
| JoAnn Davis<br>2801 S. Harbor City Boulevard<br>Melbourne, FL 32901 | (321) 626-5929<br>(321) 722-3522<br>jo.d@im.solutions | February 23, 2023 –<br>February 22, 2026<br>3-year term |
| John Lucas *(Resident)*<br>23 E. Melbourne Avenue<br>Melbourne, FL 32901 | (321) 872-8723<br>johnlucasfl@gmail.com | February 23, 2023 –<br>February 22, 2026<br>3-year term |
| Gerry Smith<br>1478 Attilburg Boulevard<br>West Melbourne, FL 32904 | (321) 728-0700<br>(321) 724-2201<br>gerryhs75@yahoo.com | February 23, 2023 –<br>February 22, 2026<br>3-year term |
| Bert Luer, Vice Chair *(Resident)*<br>2832 Riverview Drive<br>Melbourne, FL 32901 | (786) 367-1680<br>bertluer@aol.com | February 23, 2024 –<br>February 22, 2027<br>3-year term |
| Vacant | | February 22, 2027<br>Unexpired 3-year term |
| Marva Murray *(Resident)*<br>2404 Lipscomb Street<br>Melbourne, FL 32901 | (321) 723-3645<br>(321) 544-2192<br>forevadell@aol.com | February 23, 2024 –<br>February 22, 2027<br>3-year term |
| **Alternate Members** | | |
| Brett Miller<br>220 Cocoa Avenue<br>Indialantic, FL 32903 | (321) 795-7374<br>(321) 421-5529<br>bmiller@dsklawgroup.com | February 23, 2024 –<br>February 22, 2027<br>3-year term |
| Chris Adams *(Resident)*<br>4775 Pagosa Springs Circle<br>Melbourne, FL 32901 | (321) 517-6150<br>cadams@strandhospitality.com | February 23, 2024 –<br>February 22, 2027<br>3-year term |

**Economic Development Manager**
Robert McKinzie
(321) 608-7510
robert.mckinzie@mlbfl.org

**Recording Secretary**
Mary Wolak
(321) 608-7500
mary.wolak@mlbfl.org

**Non-Voting Ex-Officio Members**
City Manager
City Planner

City of Melbourne
The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

RECEIVED
OCT - 4 2024
Office of City Clerk
Melbourne, Florida

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

RECEIVED
OCT - 4 2024
Office of City Clerk
Melbourne, Florida

Applicant Name: Chris Adams

Applicant Address: 4775 Pegosa Springs Circle
*Address*

Melbourne | Fl | 32901
*City* | *State* | *Zip Code*

Telephone Number: 336-577-6150 (*Area Code*) E-mail: cadams@strandhospitality.com

Business Address: 4446 Hollywood Rd
*Address*

Melbourne | Fl | 32901
*City* | *State* | *Zip Code*

Telephone Number: 336-577-6150 (*Area Code*)
*(During Business Hours)*

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 317 (KS) | *Verified by City Clerk Staff (Initials):* KS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| ☐ | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **Golf Courses Advisory Board [1]** | ☐ | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☐ | **Historic and Architectural Review Board [2]** | ☒ 2 | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☐ | **Library Board** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| ☐ | **Code Enforcement Board [2]** | ☒ 1 | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | [1] *Supplemental application required.* [2] *Members are subject to financial disclosure requirements.* | |
| ☐ | **General Employees' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Housing Authority** | | |

*City Clerk's Office*
*900 E. Strawbridge Avenue*
*Melbourne, FL 32901*
*(321) 608-7220*
*city.clerk@MLBFL.org*

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

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**DUAL OFFICE-HOLDING**

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

☐ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

| |
|---|
| |

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

*City Clerk's Office*
*900 E. Strawbridge Avenue*
*Melbourne, FL 32901*
*(321) 608-7220*
*city.clerk@MLBFL.org*

## CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

- **Please list <u>any</u> business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

☑ I am **<u>not</u>** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.

☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

| |
|---|
| |

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

## FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
  - Code Enforcement Board
  - Firefighters' Pension Plan Board of Trustees
  - General Employees' Pension Plan Board of Trustees
  - Historic and Architectural Review Board
  - Planning and Zoning Board
  - Police Officers' Retirement Trust Fund Board of Trustees
  - Zoning Board of Adjustment
- Financial disclosure is a <u>source-only</u> disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a <u>final</u> financial disclosure form within 60 days of leaving their position.

*City Clerk's Office*
*900 E. Strawbridge Avenue*
*Melbourne, FL 32901*
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*city.clerk@MLBFL.org*

**APPOINTMENT PROCESS**

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at https://melbournefl.portal.civicclerk.com/.
- You are not required to attend the City Council meeting when your application is being considered. However, you may attend and sign up to speak to introduce yourself to the City Council and express why you should be appointed to a particular board. Note that board appointments are typically the last items on the agenda.
- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____ Date: 10/4/2024

# CHRIS ADAMS CHA

**Cell: 336-577-6150** forwardventures1@gmail.com

## QUALIFICATIONS

**Organizational Development** **Strategic Planning** **Civic Minded** **Systems Oriented**

Team driven, decisive, leadership driven to create opportunities and results with an extensive track record of success in all facets of the hospitality industry, including sales, marketing, operations, budgets, internal controls, and succession planning. Highly developed ability to bridge gaps, ensure mutually beneficial relationships, and known for playing an instrumental part in guiding owner, customer, and associate interests in a progressive manner. Additional capabilities include:

| | | |
|---|---|---|
| *Human Resources | *Company Spokesman | *Due Diligence |
| *Public Relations | *Vision Development | *Internal Control |
| *Business Development | *Sales Implementation Specialist | *Strategic Networker |

## Professional Experience

**Area General Manager**
**AD1 Global** **Melbourne, FL** **2022-2023**

Served as the Area General Manager of a 128 room Holiday Inn Hotel and Conference Center in addition to an 88 room Hampton Inn. Highlights included a successful 2.2 million renovation at the Hampton Inn, while maintaining strong GSS metrics, #1 comp set ranking, and an enhanced customer and associate culture for optimal results. Successfully increased revenues by 15% year over year with a 51% GOP flow at the Holiday Inn. Successfully increased guest satisfaction scores by 30% year over year with a keen focus towards optimal service standards, attention to detail, and specific attention towards achieving optimal revenue and profitability standards.

**Area General Manager** **Greensboro, NC** **2022-2022**
**Embassy Suites**

Served as the Area General Manager of a 219 Suite, 13k meeting space Embassy Suites with direct oversight of a 104 unit Homewood Suites. Directly responsible for the management of a 125 team member organization with direct responsibilities of successful revenue management, organizational structure, and flow thru execution. During current tenure, we have successfully passed 2 brand QA's, improved comp set placement from 2 to 1, and improved overall guest satisfaction by 20%. Improved team member morale with several recognition focused initiatives in addition to providing greater exposure of the hotel in the Triad area.

**BF Saul** **Boca Raton, FL** **2017-2022**
**Area General Manager**

Serving as the GM of the Springhill and Towne-Place Suites with a combined number of 246 rooms. Primary accomplishments have centered around an increased GSS scoring, house profit enhancements, staff development, and an overall stabilization of brand standards and community awareness. Further attention has been placed on capital enhancements, direct sales calls, and an overall improvement towards increasing the flow thru on a

consistent basis. Conducted a comprehensive approach towards the successful execution of operational standards post Covid. Focused on creating sustainable and consensus driven metrics to influence and enhance team member engagement.

**Carver Hotel Group** **Atlanta, GA** **2015-2017**
**Consultant**

Serving as a hotel consultant in a variety of brands and situations until a permanent replacement is identified. Focus is to stabilize, direct, and ensure all levels of staffing and procedures are handled in accordance to specific standard. Assist as needed with the hiring, coaching, mentoring, and financial responsibilities as directed by client. Stints have included assignments in Atlanta, Texas, Michigan, and Tennessee. Additionally, serve as Company Ambassador charged with providing insight and perspective to potential consultants and channeling opportunities thru various social media sites.

**CN HOTELS** **Greensboro, NC** **2010-2015**

CN Hotels is multi-branded owner operator of mid service and select service hotels. Developed in 1994, CN Hotels has progressively grown into a well positioned company with assets throughout the Southeast. Known for quality, staff development, and exemplary hotels, the company enjoys a well -deserved reputation throughout the hospitality industry.

**Regional Director of Operations**
*Directly manage a portfolio of 5 hotels under varying flags in the Triad strategically positioning towards successful financial, operational, and franchise directives and objectives. Total revenues of portfolio were in excess of 8 million annually.
* Directly responsible for managing a portfolio of active and new corporate accounts to ensure proper placement within direct and indirect portfolio.
*Define and execute upon a deliberate process of developing bench strength within the organization to ensure continued personnel force with the ability to place the company in a strategic advantage within the competitive set.
*Actively involved on a number of boards and associations with a direct path to a circle of influence with key decision makers.
*Instrumental in developing, maintaining, and strengthening relationships with Senior Management and key decision makers to increase top line revenues.
*Identify and execute a culture of expectation to enhance the value of the organization from a physical plant, inspection results, and improved internal performance.
*Serve as the spokesperson on a variety of community initiatives, development due diligence, and political relationship enhancements.
* Successfully negotiated multiyear agreements with clients such as Greensboro College, Ricoh, Blythe Development, Harris Steele as well as numerous group contracts throughout my portfolio.
Have developed progressive relationships with senior management companies such as Timco, Fairway, Cone Health Systems, Greensboro College, Greensboro Partnership, and Downtown Greensboro Inc. Additional company involvements available upon request

**ASHFORD SUITES HOTEL** **High Point, NC** **2004-2010**
A select service independent boutique hotel centrally located in the Triad Area, the Ashford Suites Hotel successfully developed a niche of quality upscale hospitality experiences in an atmosphere of extraordinary elegance

**General Manager**
*Represented out of state owner as a direct representative in the strategic growth of the asset
*Successfully oversaw direct growth in revenues from a baseline of 1.4 million to over 2 million on an annual basis.

*Represented the hotel in a number of community-based initiatives that specifically favorably the exposure and reputation of the hotel as a specialty and unique boutique hotel in the Triad.
* Developed a progressive and forward-thinking staff resulting in the ultimate promotion of several associates in high profile and leveraged positions of authority.
*Controlled costs through a streamlined impact of shared services, removal of duplication and wasteful performances, and a successful line by line focus towards areas that did not meet the criteria set forth by the mission of the hotel.

**HUDSON HOTELS** **Various Locations in NC** **1999-2004**

**General Manager**
*Developed the reputation of a turn- around specialist as evidenced by the assignment to four under-performing hotels.
* Specific targets to improve the performance of hotels through a specific top line strategy to develop price structures, a sales presence, and community relations to enhance the property's reputation and standing.
* Successfully implemented structure, internal solutions, and overall company mandated controls as evidenced by improved internal inspection results, franchise required results, and all state and local required standards.
*Successfully took one property from the realm of losing the franchise agreement and within a six-month period positioned the hotel in a brand satisfied standing.
*Successfully improved the top line and net income results in all properties assigned thru specific results to control wasteful spending, proper staffing guides, and focused training to ensure sustainable efficiencies. Measures implemented successfully reduced turnover, enhanced associate morale, and generated overall results in key metrics.

City of Melbourne
The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

RECEIVED
JAN 27 2026
Office of City Clerk
Melbourne, Florida

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: JoAnn Davis

Applicant Address: 402 Thrush Drive
*Address*

Satellite Beach | FL | 32937
*City* | *State* | *Zip Code*

Telephone Number: 32937 *(Area Code)* E-mail: jo.d@imavl.com

Business Address: 2801 South Harbor City Blvd
*Address*

Melbourne | FL | 32901
*City* | *State* | *Zip Code*

Telephone Number: 321-626-5929 *(Area Code)*
*(During Business Hours)*

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 404 | *Verified by City Clerk Staff (Initials):* JS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☐ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| ☐ | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **General Employees' Pension Plan Board of Trustees [2]** | ☐ | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☐ | **Historic and Architectural Review Board [2]** | ☐ | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☑ | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| ☐ | **Code Enforcement Board [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | ☐ | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Housing Authority** | *[1] Supplemental application required.* *[2] Members are subject to financial disclosure requirements.* | |

*City Clerk's Office*
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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)

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**DUAL OFFICE-HOLDING**

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- **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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*900 E. Strawbridge Avenue*
*Melbourne, FL 32901*
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*city.clerk@MLBFL.org*

## CONFLICTING CONTRACTUAL RELATIONSHIPS

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➢ **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.

| We provide Audio Visual Support to the City of Melbourne and I have a current waiver on file. |
|---|

*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
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  - General Employees' Pension Plan Board of Trustees
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- Upon resigning from the board, individuals subject to financial disclosure must submit a <u>final</u> financial disclosure form within 60 days of leaving their position.

City of Melbourne
The Harbor City

**VOLUNTEER BOARD MEMBER APPLICATION**

*City Clerk's Office*
*900 E. Strawbridge Avenue*
*Melbourne, FL 32901*
*(321) 608-7220*
*city.clerk@MLBFL.org*

**APPOINTMENT PROCESS**

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at https://melbournefl.portal.civicclerk.com/.
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  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: JoAnn Davis Digitally signed by JoAnn Davis Date: 2026.01.27 16:35:39 -05'00' Date: 1/27/26

**JoAnn Davis**
**2801 S. Harbor City Blvd., Melbourne, FL 32901**
**Ph: 321-722-3522, Fax: 321-722-5822, Cell: 321-626-5929,**
**Email: jo.d@im.solutions**

**City of Melbourne Volunteer Experience:**
Downtown Melbourne CRA Advisory Board member – 2009 - Present
Melbourne Mainstreet Board of Directors, Secretary – 2005 - 2012
Melbourne Mainstreet Design Committee Lead – 2005 - 2012
Doubled Design Committee volunteer membership during tenure
Led several successful design projects including:
- New Haven Ave Gateway Signage, completed Nov 2007
- Façade Improvement – in process
- US 1 Entrance Features – completed in 2009
- Wayfinding, completed 2012

**Education Background:**
Pennsylvania State University – BS, Aerospace Engineering, 1985
Defense Management College, 1 month management training, 2001
Carnegie Mellon Executive Management, 1 month management training, 1997

**Business Experience:**
IM Solutions, Inc., Melbourne, FL - President/Owner - 2002 - Present
- Business resident in Downtown Melbourne since 2004
- Audio Visual, IT Service Company

**Employment:**
**General Electric**, Gaithersburg, MD – 2000 - 2002
- **Six Sigma Quality Consultant** – Responsible for Fortune 500 GE customer accounts; facilitated and directed adoption of GE's six sigma quality control practices.
- **Program Manager** – Responsible for leading high profile RailMarketplace account, a Business-to-Business (B2B) Internet Solution, for the six class one railroads.

**Lockheed Martin Information Systems**, Orlando, FL – 1985 - 2000
- **Marketing Manager for International Information Technology and Identification Solutions.** Liaison to the FBI for the Automated Fingerprint Identification System (AFIS). Responsible for coordinating FBI and South American opportunities for sharing AFIS technology and data.
- **Program Manager - Simulation and Training Programs.** Responsible for a $24M program budget for the Saudi Arabian National Guard Light Armor Vehicle (LAV) gunnery trainer. Managed LAV program from award to successful delivery of the first LAV Platoon to Saudi Arabia.
- **Project Manager/Engineer – SDI Programs.** Project Manager for software and HW intensive design programs of space and ground based missile systems.

**Personal**: Biked and backpacked 24 countries on an around the world trip in 1988.

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SEP - 5 2024
Office of City Clerk
Melbourne, Florida

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The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

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900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: karen harshaw

Applicant Address: 289 Lynn Ave.
*Address*

Melbourne fl 32935
*City* *State* *Zip Code*

Telephone Number: 321-544-1777 E-mail: skyeislimit@yahoo.com
*(Area Code)*

Business Address:
*Address*

*City* *State* *Zip Code*

Telephone Number:
*(During Business Hours)*
*(Area Code)*

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: ~~529~~ 502 *Verified by City Clerk Staff (Initials):* [illegible]

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| ☐ | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **Golf Courses Advisory Board [1]** | ☐ | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☐ | **Historic and Architectural Review Board [2]** | ☐ | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☐ | **Library Board** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| ☐ | **Code Enforcement Board [2]** | ☒ | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | *[1] Supplemental application required.* *[2] Members are subject to financial disclosure requirements.* | |
| ☐ | **General Employees' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Housing Authority** | | |

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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)

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**DUAL OFFICE-HOLDING**

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

☒ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

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➢ **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.

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## FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
  - Code Enforcement Board
  - Firefighters' Pension Plan Board of Trustees
  - General Employees' Pension Plan Board of Trustees
  - Historic and Architectural Review Board
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- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- 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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Applicant Signature: _____ Date: 09/04/2024

I have worked in the downtown area since 1993 and lived in Melbourne since 1976, left for college for 5 years. I was the office manager for the Downtown Melbourne Association for the last 6-7 years before it ended and was the Melbourne main street bookkeeper for the first 3 years. I created the Non profit for the Melbourne Light Parade collection non perishable food items, new unwrapped toys and pet food for less fortunate families throughout Brevard County. I served on the BRC since 1999 and it has sunset. I am looking to serve on the Melbourne Redevelopment committee.

I hope you will consider me for a position for this board once there is space available.

Also Served on

Second Harvest Food Bank

Space coast Early Intervention center

Boy Scouts

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RECEIVED
DEC 19 2025
Office of City Clerk
Melbourne, Florida

Applicant Name: Stefan Hartmann

Applicant Address: 2196 Colony Dr. (Address)
Melbourne (City) FL (State) 32935 (Zip Code)

Telephone Number: 321-432-7879 (Area Code) E-mail: stefant.hartmann@gmail.com

Business Address: 107 Riverside PL S (Address)
Indialantic (City) FL (State) 32903 (Zip Code)

Telephone Number: (During Business Hours) 321-586-2653 (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: 507.1 *Verified by City Clerk Staff (Initials):* [initials]

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  Have you lived in the City of Melbourne for the past six months? ☑ Yes ☐ No

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| ☐ | **Beautification and Energy Efficiency Board** | ☑ | **Historic and Architectural Review Board [2]** | ☑ 1 | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☑ 2 | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
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  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: S. Hunter Date: 12/19/25

**Stefan T. Hartmann**
Iron Direct Primary Care
ironDPC.com
107 Riverside Place South, Indialantic, Florida, 32903
Cell: (321) 586-2653, e-mail: ironmedicinepa@gmail.com

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DEC 22 2025
Office of City Clerk
Melbourne, Florida

**CERTIFICATIONS**

**NCCPA, PA-C** (Valid 11/5/2018 through 2028)
**Florida Department of Health**- PA911847 FL License.
**NPI**- 1861966020
**DEA**- MH6519740

**Iron Direct Primary Care- PA-C** Provider and **CEO.** Oct 2021- current. ironDPC.com Anti-Aging & Functional medicine. Office at 107 Riverside Place Indialantic, FL, 32903. Home of the Human Performance Arena- HBO2, Morozko Cold Forge, Traditional Sauna, Outdoor gym.

Florida Academy of Physician Associates member
American Academy of Anti Aging Medicine Member (A4M)
Member of The Body and CME lecturer for Dr. Avery Jackson's ECHO series. Monthly.
Lecturer for Dr. Bill Clearfield DO's Osteopathic Society of Integrative Medicine AOSRD.org Tuesday at 8pm.
Lecturer for Dr. Halasa MD Chronic Disease Prevention and Management. Mondays at 7:30pm.
Compendium of medical lectures uploaded to YouTube Channel Iron Direct Primary Care- weekly.

Prior work experience:

**Medicus: Locums. Urgent Care PA for Advent Health Centra Care**- July 2021- Feb-2022
**Deuk Spine Institute and Primary Care of Brevard. PA-C**.
7955 Spyglass Hill Rd, Melbourne, FL 32940. March 7th 2021 - June 8th 2021.

- **Spine Surgery- 1st Assist OR with Dr. Ara Deukmedjian.** Evaluating chronic pain patients in clinic and making surgical/PT/IPM/med decisions with Dr. Deuk/Dr. Demola.
- **Physical Medicine/Pain Management with Dr. Philip Demola.**
- **Interventional Pain Management- with Dr. Bharat Patel and Dr. Matthew Jansen.** Evaluating patients in clinic for IPM procedures.
- **Primary Care of Brevard.** Maintaining a patient panel. Integrative approach. Autonomous.
- **Ortho urgent care.** Walk in clinic evaluating orthopaedic conditions.

**Barracuda Consulting:** July 2020 - Oct 2021. **Freelance work.**
**Klinio Diabetes app:** Presenting EBM on FB live with diabetics
**Telepsychiatry:** PA locums contract work for 3 months July 2021-Oct 2021. Mass license.

**DOCCS - Full Time. PA-C** (January 1st 2019 - March 1st, 2021)
2100 N Wickham Rd, Melbourne, FL 32935

- **Internal Medicine.**
- **Urgent Care.**

**Brevard Physician Associates, Emergency Department Scribe** (February 2013- May 2016)

**Stefan T. Hartman**
325 Banyan Way, Melbourne Beach, FL
Cell: (321) 432-7879, e-mail: stefanT.hartmann@gmail.com

Holmes Regional Medical Center, Melbourne, FL, and Palm Bay Hospital, FL

## EDUCATION

**Bay Path University, May 2016- October 2018**
M.S. Physician Assistant Studies
**University of Central Florida, Class of 2015**
B.S. Sports and Exercise Science, Coaching Specialty. *Magna Cum Laude*
**Eastern Florida State College, Class of 2011**
Associate in Arts, *Summa Cum Laude*

## ADDITIONAL WORK EXPERIENCE

Extensive tennis training and international tournament experience. Professional Tennis Registry Certification. Private tennis lesson coach since age 15. Professional tennis competitor since age 17.
**Volunteer Assistant Tennis Coach Western New England University, MA** (August 2017- Oct 2018)
**LA Fitness, Master Trainer, Melbourne FL** (June 2015- January 2016)

- Personal trainer. Individualized training programs for clients.

**Trinity Preparatory Academy, Head Coach Boys & Girls Varsity Tennis** (2015 Season)
**Melbourne High School, Varsity Tennis Boys Assistant** (2012) **and Head Coach** (2013)

## OTHER ACTIVITIES

- Fluency in both **Italian** and **German**. Native English. German/American citizenship. Born in **Texas**. Lived in Gallarate, **Italy** 2000-2004. Lived in Mahlow, Berlin, **Germany** 2004-2008
- Bodybuilder. Personal trainer. Novelist- of Alpiners Raven Sci fi series: The Alpine Ring and The Amplituhedron War.

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DIRECT PRIMARY CARE
HUMAN PERFORMANCE & OPTIMIZATION

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RECEIVED
JAN 30 2026
Office of City Clerk
Melbourne, Florida

Applicant Name: John Lucas

Applicant Address: 23 E Melbourne Ave
*Address*

Melbourne | FL | 32901
*City* | *State* | *Zip Code*

Telephone Number: 3218728723 *(Area Code)* E-mail: JohnLucasFL@gmail.com

Business Address: 23 E Melbourne Ave
*Address*

Melbourne | FL | 32901
*City* | *State* | *Zip Code*

Telephone Number: 3218728723 *(Area Code)*
*(During Business Hours)*

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

  Voting Precinct Number: 323 *Verified by City Clerk Staff (Initials):* KM

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  Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

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| |

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  - General Employees' Pension Plan Board of Trustees
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- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

*City Clerk's Office*
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*Melbourne, FL 32901*
*(321) 608-7220*
*city.clerk@MLBFL.org*

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    - General policies that apply to all boards.
    - Attendance requirements.
    - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
    - Review of the duties and scope of the board, including current items/projects being considered.
    - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: John Lucas Digitally signed by John Lucas Date: 2026.01.30 13:00:32 -05'00' Date: 1/30/2026

# John Lucas

23 E Melbourne Ave, Melbourne, FL 32901

JohnLucasFL@gmail.com
Mobile 321-872-8723
Linkedin.com/in/LucasJ
Facebook.com/JPLucas

## Objective:

To advise the Melbourne City Council members on matters within the Downtown Melbourne Community Redevelopment District.

## Career Experience:

**Principal / Real Estate Developer**
Fusion Projects, LLC
Melbourne, FL
2016 – Present

**Commercial / Residential Realtor**
Tropical Realty Beachside, LLC
Melbourne, FL
2015 – Present

**Principal / Realtor**
Reliance Trust Realty and Investments, LLC
Melbourne, FL
2012 – 2015

**Manager / Rehab Specialist**
Sound Realty and Investments, Inc.
Melbourne, FL
2010 – 2012

**Manager / Team Leader**
Teavana Corporation
Palm Beach Gardens, FL
2009 – 2010

**Business & Computer Sales Manager**
Best Buy, Inc.
Palm Beach Gardens, FL
2004 – 2009

**Customer Service / Electronics Sales**
Walmart, Inc.
Sterling Heights, MI
2002 – 2004

## Volunteer Experience:

**President, Board of Directors**
Melbourne Main Street, Inc.
Melbourne, FL
2013 – Present

**Historic and Architectural Review Board**
City of Melbourne, Florida
Melbourne, FL
2014 – Present

City of Melbourne
The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

RECEIVED
SEP - 9 2024
Office of City Clerk
Melbourne, Florida

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: Brett J. Miller

Applicant Address: 220 Cocoa Ave
*Address*

Indialantic — Florida — 32903
*City* — *State* — *Zip Code*

Telephone Number: (321) 795-7374 E-mail: BMiller@DSKLawGroup.com
*(Area Code)*

Business Address: DSK Law - 1825 Riverview Drive
*Address*

Melbourne — Florida — 32901
*City* — *State* — *Zip Code*

Telephone Number: (321) 421-5529
*(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: 506 | *Verified by City Clerk Staff (Initials):* KM

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☐ Yes ☒ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| ☐ | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **Golf Courses Advisory Board [1]** | ☐ | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☐ | **Historic and Architectural Review Board [2]** | ☐ | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☐ | **Library Board** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| ☐ | **Code Enforcement Board [2]** | ☒ | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | *[1] Supplemental application required.* *[2] Members are subject to financial disclosure requirements.* | |
| ☐ | **General Employees' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Housing Authority** | | |

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*Melbourne, FL 32901*
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*city.clerk@MLBFL.org*

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

## DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

☐ I **do not** serve on any other board or committee.

☒ I currently serve on the following boards/committees:

Town Council, Seat 1, Town of Indialantic
Finance Committee, Eau Gallie Yacht Club

I am not in violation of the dual-office-holding prohibition set forth in Article II, Section 5(a), Florida Constitution, by serving on both the Indialantic Town Council and the Melbourne Downtown Redevelopment Advisory Committee. My service for the City of Melbourne is purely in an advisory capacity only, as the Melbourne City Council is the governing body that serves as the actual community redevelopment agency with the authority to exercise sovereign powers. Melbourne's municipal code makes this abundantly clear: "The downtown redevelopment committee shall serve as an advisory body to the city council in its capacity as the community redevelopment agency for the Melbourne Downtown Redevelopment Project. . . ." Sec. 20-98. Moreover, the "downtown redevelopment committee shall have no authority to obligate the city to undertake any community redevelopment project or expend any funds." Sec. 20-100. Thus, in compliance with Florida law, the only official "office" that I hold is as a member of the Indialantic Town Council. In further support of this interpretation, please find enclosed four Attorney General Opinions.

*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

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    - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: Brett J. Miller Date: 9/9/2024

# BRETT J. MILLER

Home
220 Cocoa Ave,
Indialantic, FL 32903

C: (321) 795-7374
BMiller@DSKLawGroup.com

Business
1825 Riverview Dr.
Melbourne, FL 32901

## Experience

**de Beaubien, Simmons, Knight, Mantzaris & Neal, LLP (DSK Law)** 2012 – Present

Partner who founded DSK Law's fourth office located in Melbourne, FL. Previously practiced out of the firm's main office in Orlando, FL. Primary practice areas include business, real estate, and construction, both transactional and litigation matters. Serve as outside general counsel for several companies in various industries, including real estate, construction, medical services, information technology, and manufacturing. Successfully represented developers, contractors, publicly traded companies, small-business entities, and individuals in both federal and state court.

**Florida House of Representatives, Appropriations Committee** 8/2011 – 4/2012

Reviewed and tracked every piece of proposed legislation to determine any potential financial impact to one or more state agencies and worked with the various agencies to prepare bill analyses for review by legislative committees.

**University of Florida, Office of Government Relations** 9/2010 – 5/2011

Represented the University of Florida (UF) on legislative affairs in Tallahassee, FL, by promoting UF's legislative initiatives, coordinating events and meetings, and communicating with various government officials on behalf of UF's administration to achieve legislative objectives.

## Education

**Florida State University College of Law**, Juris Doctor (J.D.), May 2012

**Stetson University**, Master of Business Administration (M.B.A.), December 2008

**University of Florida**, Bachelor of Science in Business Administration (B.S.B.A.), April 2007

**Satellite High School**, General Diploma, May 2002

## Awards

Best Lawyers, "Ones to Watch" – 2022, 2023, 2024 & 2025

Florida Trend's Legal Elite, "Up and Comer" – 2019, 2020, 2021 & 2022

Florida Super Lawyers, "Rising Star" – 2017, 2018, 2020, 2021 & 2022

City of Melbourne
The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: GERALDINE SMITH

Applicant Address: 1478 ATTILBURGH Blvd
Address
W. MELBOURNE FL 32904
City State Zip Code

Telephone Number: 321-537-2507 E-mail: GERRYHS75@YAHOO.COM
(Area Code)

Business Address: 912 EAST NEW HAVEN Ave
Address
MELBOURNE FL 32901
City State Zip Code

Telephone Number: 321-724-2201
(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: 309 *Verified by City Clerk Staff (Initials):* KW

- 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.).

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|---|---|---|---|---|---|
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| |
|---|
| CRA |

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  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: Geraldine Smith Date: 10/04/2024

Geraldine Harshaw Smith
1478 Attilburg Blvd.
W. Melbourne, Fla. 32904

Owner of Jessup's (912 E. New Haven Ave.) in Downtown for 41years
I have been on the Melbourne Downtown Community Redevelopment Agency Advisory Committee for 18+ years.

Served on the board of the Downtown Melbourne Association before it became Melbourne Main Street

# Melbourne City Council
# February 10, 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.26.c. |

**Subject:**
Appointment of two alternate members to the Planning and Zoning Board.

**Background/Consideration:**
The Planning & Zoning Board acts primarily in an advisory capacity to the City Council on matters relating to zoning, comprehensive planning, and land use; conducts investigations on matters or proposals to change zoning and land development regulations; and considers appeals of decisions and interpretations made by the Community Development Director, Building Official, and City Engineer as specifically authorized in City Code.

There are currently three (3) regular member vacancies on this Board. To serve on the Planning & Zoning Board, a person must be a Melbourne resident and a registered voter.

The applications are included in the agenda package from:

- Nancy Garmer (first alternate member)
- Carol Hudgens (second alternate member)
- Stefan Hartman
- Leigh Hinton
- Dan Liparini
- Diane Maynard (Zoning Board of Adjustment member; would like to switch to Planning & Zoning Board)

An attendance record for Planning & Zoning Board Members for calendar year 2025 is included within the agenda package.

**Fiscal/Budget Impact:**
N/A

**Requested Action:**

- Appoint Nancy Garmer and Carol Hudgens as regular members.

- Using the nomination process, appoint one (1) outside applicant as a regular member and two (2) outside applicants as alternate members.

# Planning and Zoning Board

| MEMBER | CONTACT INFO | TERM |
|---|---|---|
| Chris Adams<br>4775 Pagosa Springs Circle<br>Melbourne, FL 32901 | (336)- 577-6150<br>cadams@strandhospitality.com | December 13, 2025 –<br>December 12, 2028<br>3-year term |
| George Lebovitz<br>1649 PGA Boulevard<br>Melbourne, FL 32935 | (321) 591-6037<br>glebovitz@att.net | December 3, 2024 –<br>December 2, 2027<br>3-year term |
| Vacant | | December 2, 2027<br>Unexpired 3-year term |
| Shannon Bailey<br>2605 Manorwood Drive<br>Melbourne, FL 32901 | (321) 609-0864<br>(321) 603-6471<br>shannon.bailey2024@gmail.com | December 13, 2025 –<br>December 12, 2028<br>3-year term |
| Ray Shackelford<br>2750 Carlson Circle, Apt. 103<br>Melbourne, FL 32901 | (407) 233-5057<br>famufam@aol.com | December 3, 2023 –<br>December 2, 2026<br>3-year term |
| Vacant | | December 2, 2027<br>Unexpired 3-year term |
| Vacant | | December 2, 2026<br>Unexpired 3-year term |
| **Alternate Members** | | |
| Nancy Garmer<br>2100 Country Club Road<br>Melbourne, FL 32901 | (321) 604-0650<br>ngarmer@fit.edu | January 28, 2025 –<br>December 2, 2027<br>Unexpired 3-year term |
| Carol Hudgens<br>420 Oriole Lane<br>Indialantic, FL 32903 | (410) 961-3714<br>cjhudgens@earthlink.net | December 9, 2025 –<br>December 2, 2027<br>Unexpired 3-year term |
| **Brevard County School Board Representative** | | |
| Ethan Packey<br>635 E. New Haven Avenue, Ste. 211<br>Melbourne, FL 32901 | (321) 223-9872<br>ethantpackey@gmail.com | Appointed by School Board for term:<br>January 21, 2026 –<br>January 20, 2029 |

| Planning Manager | Attorney (Representing the Board) | Recording Secretary |
|---|---|---|
| Cheryl Dean<br>(321) 608-7509<br>cheryl.dean@mlbfl.org | Adam Conley<br>(321) 608-7240<br>adam.conley@mlbfl.org | Grace Sapikowski<br>(321) 608-7500<br>grace.sapikowski@mlbfl.org |

*NOTE: All members must complete an annual financial disclosure form.

| PLANNING AND ZONING BOARD ATTENDANCE 2025 | 1/16/2025 | 2/6/2025 | 2/20/2025 | 3/6/2025 | 4/17/2025 | 5/1/2025 | 6/5/2025 | 6/19/2025 | 7/17/2025 | 8/7/2025 | 8/21/2025 | 9/18/2025 | 10/16/2025 | 11/6/2025 | 11/20/2025 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Yvonne Minus | | | | | | E | | | | | E | | | | |
| Dr. Ray Shackelford | | | | | | | | | | | | | E | | |
| Shannon Bailey | | | | E | E | | | | | | | | E | E | E |
| Nancy Garmer | N/A | | | E | | | | E | | | | E | E | E | E |
| Milo Zonka | | E | E | E | E | | E | E | E | E | | E | E | | E |
| Molly Tasker | | | E | | | | | | E | E | | | | E | |
| Bruce Waters | E | E | E | | E | E | E | E | E | | E | E | E | E | E |
| George Lebovitz | | | | | E | | | | E | | E | E | E | E | E |
| Chris Adams | N/A | | | | E | | | | | | | | | | |
| Ence Spann | E | E | E | E | E | E | E | E | E | E | E | E | E | E | E |

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| | Present |
| E | Absent-Excused |
| A | Absent-Not Excused |

City of Melbourne
The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: Nancy Garmer

Applicant Address: 2100 Country Club Road
*Address*

Melbourne | FL | 32901
*City* | *State* | *Zip Code*

Telephone Number: 321-604-0650 (*Area Code*) E-mail: ngarmer@fit.edu

Business Address: 150 W. University Avenue
*Address*

Melbourne | FL | 32901
*City* | *State* | *Zip Code*

Telephone Number: 321-674-7542 (*Area Code*)
*(During Business Hours)*

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 329 | *Verified by City Clerk Staff (Initials):* JLS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| ☐ | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **Golf Courses Advisory Board [1]** | ☐ | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☐ | **Historic and Architectural Review Board [2]** | ☒ | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☐ | **Library Board** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| ☐ | **Code Enforcement Board [2]** | ☐ | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | *[1] Supplemental application required.* *[2] Members are subject to financial disclosure requirements.* | |
| ☐ | **General Employees' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Housing Authority** | | |

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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)

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**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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*Melbourne, FL 32901*
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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.

| |
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*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).

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Applicant Signature: Nancy E. Garmer Date: 1/6/2025

**Nancy Garmer**, MLIS Librarian
2100 Country Club Road, Melbourne, FL 32901

nancyegarmer@yahoo.com
321-604-0650

## Professional Summary

Experienced leader embracing diverse perspectives, innovative practices, and informed solutions for sustainable, equitable academic library operations in a growth environment focused on user experience, exemplary student success, assessment, and accreditation.

## Areas of Expertise

- User Experience & Service
- Library Administration & Resource Management
- Strategic Planning
- Internal & External Partnerships & Development
- Workplace Inclusion and Cultural Competency
- Communication & Collaboration
- Reference, Research & Instruction
- Curriculum Planning & Program Development
- Event Planning & Community Outreach

## Education

Master of Arts, Library and Information Science, 2007
*University of South Florida – Tampa, FL*

Bachelor of Science, Journalism, 1990
Minor in Anthropology
*University of Florida – Gainesville, FL*

## Professional Experience

**FLORIDA INSTITUTE OF TECHNOLOGY** — Melbourne, FL
**Evans Library** — 2015 - present

**Associate Dean of Libraries** — August 2024 – Present

**QEP Director** — July 2024 – Present

**Interim Dean of Libraries** May 2022 – July 2024

- Lead, administer and coordinate all aspects of providing academic library services, resources and spaces to the campus community at a Tier 1 national research-intensive doctoral-granting university.
- Administer $2.2 million library budget and endowment funds to support strategic initiatives focusing on scholarly research, library instruction and excellent user experience.
- Report to Provost and support all institutional academic interests including coordinating with new university partners and representing academics at Board of Trustees meetings.
- Complete annual Library administrative assessment report and plan per SACSCOC standards.
- Review and align ongoing Library data assessment with SACSCOC standards.
- Provide leadership in the recruitment, mentoring and retention of highly qualified faculty and staff members to advance access, delivery and service to support learning, research and scholarship 98.5 hours and 7 days per week for all campus constituents.
- Collaborate with Burrell College of Osteopathic Medicine Library Director to coordinate a joint use memorandum of understanding to facilitate supporting the incoming BCOM cohort.
- Support university president as a member of Vision 2040 Steering Committee to shape the university's 5-year strategic plan.
- Review and update operational policies with university administration for accuracy and consistency.
- Advocate institutional history with all campus constituents past and present to educate and preserve Florida Tech's legacy via the University Archives.
- Coordinate third-floor Library renovation and installation of Julius Montgomery Breaking Barriers mural and lounge - a new university landmark and development cornerstone.
- Support Office of Advancement in community engagement, public relations and fundraising.
- Coordinate with university leadership in weather emergencies to secure resources and ensure optimal communications with all campus stakeholders; Develop COOP.
- Oversee transition of Florida Tech's Scholarship Repository from unsupported, open-source software to new Digital Commons platform.
- Direct implementation of LibInsights and LibCal, Library Assessment, Room Reservation and Appointment scheduling software to streamline library assessment and create a web-available dashboard and appointment system for librarians.

**Program Coordinator, Quality Enhancement Program (QEP II): Cultural Competency Certificate** April 2020 - 2024

- Rework QEP II at 5-year mark of program to broaden, simplify and streamline the criteria to maximize attainability in coordination with all critical campus stakeholders: Provost's office, Institutional Research, CoPLA, Student Involvement and Psychology graduate students.
- Introduce and populate Engage Paths for entry of certificate program points; create new website and introduced a new pre- and Post-assessment survey.
- Rebrand Certificate: create new Florida Tech logos, electronic badge and promotional materials.

- Supervise, direct and guide four College Role positions to promote QEP mission through marketing, content development and administrations.
- Communicate and meet with students one-on-one to answer questions, determine eligibility and status; Build relationships with all campus constituents to support QEP: classroom presentations and syllabi inclusion.
- Lead Certificate Capstone Committee to graduate students and provide post-Capstone assessment.
- Develop and create modules, content, course materials, videos, events and workshop content for the 25+ sections of FYE University Experience class, Foundations Workshop, Orientation sessions for International Students, Transfer Students and Undergraduates, Student Involvement Fairs, standalone workshops, special sessions to and in collaboration with student groups and classroom presentations in courses whose credits qualify toward the certificate.
- Increase graduation rate of program from 5 in first 5-years to 27 by Fall 2022 with 367 students currently enrolled in Engage.

**Assistant Dean, User Experience** December 2017 - April 2022

- Oversee all front-line service in the Library including iDesk assistance, reference and chat, events, promotion and outreach to ensure welcoming, helpful, effective and friendly environment for students and faculty.
- Serve as integral leader in library administration supporting Dean of Libraries on library-wide initiatives, hiring decisions and strategic planning.
- Earned top scores from students in Fall 2021 FYE survey for "Most Visited," "Satisfied with Service Received" and "Helpful Staff."
- Collaborate with internal and external stakeholders, i.e., Career Services, FYE, Student Involvement, QEP II, Online Learning and Human Resources, to integrate and promote Library services and programs to ensure undergraduate and graduate student success.
- Coordinate graduate and undergraduate instructional workshops and Library Services orientation sessions.
- Library Liaison to STEM Education department in Department of Mathematical Sciences teaching advanced research courses (EDS 6010, EDS 5095, EDS 4311) and supporting STEM faculty and students with research inquiries and one-on-one graduate student research consultations.
- Develop and implement Florida Tech's first two-day Honors Symposium in April 2021 featuring Honors College student presentations of research assignments, projects and papers to the greater campus community.
- Initiate Honors College Journal, The Laurel, on open-source platform to internally and externally promote undergraduate research.
- Finalize Library faculty promotion criteria for approval by Dean of Libraries, Faculty Senate and Provost.
- Organize local AP and magnet high school students for tours and academic research sessions with librarians.

**Acting Assistant Dean, User Experience + Learning** March 2016 - December 2017

- Oversee the User Experience team to develop and implement strategic initiatives focusing on scholarly research support-centered services, academic improvement and excellent user experience.
- Collaborate with Library Leadership on strategic enterprises, environmental scanning and short and long-term goal setting for Library initiatives and projects.
- Spearhead Graduate Student Services initiative through the creation of GradTrack, targeted workshops, faculty collaboration, needs survey and ongoing implementation and delivery of services.
- Chair the NEFLIN 2017 Evans Library Marketing Project committee to create library-specific marketing strategies to brand, launch and deliver GradTrack.
- Create and facilitate ongoing Library Assessment in collaboration with library leadership to collect and aggregate continuing accumulation of comprehensive data for analysis, assessment and use in annual reports.
- Lead a Design Thinking team to produce tangible goals and intentional outcomes for the 2017-2019 Library Strategic Plan through a kickoff retreat and follow-up workshops. Design Team project implemented strategically on the newly designed library website.
- Provide immersive research assistance and curriculum support to students and faculty of academic departments as library liaison to Department of Mathematical Sciences including Science Education and other departments in the past.
- Serve on the Senior VP for Academics and Provost's Student Success Council as the library representative to promote retention and graduation rates for undergraduate students as well as the Teaching and Developmental and Tutoring Subcommittees.
- Coordinate and host engaging library events as international and residential student outreach as well as partnering with the School of Arts and Communications on educational and cultural Library After Hours events and New York Times Talks.
- Coordinated with the disbanded Student Library Advisory Council (SLAC) membership and meetings as the faculty advisor to foster innovative, student-centric input and participation in library service deliverables and space design.
- Collaborated with the disbanded University Sustainability Council and Sustainability department to deliver AASHE STARS points through Library sustainability efforts and open access to research.
- Teach introduction to library services for new and transfer undergraduate and graduate students; Research Methods classes in liaison areas; Research Support Workshops, FYE and COM classes and other course-integrated instruction as requested.

**Department Head, Public Services** February 2015 - December 2017
*Evans Library, Florida Institute of Technology* Melbourne, FL

- Supervise and coordinate communications with four full-time public services staff members and a rotating roster of 20+ student employees to ensure superior frontline customer service 97.25 hours per week.
- Inspire iDesk team to new levels of customer service through collaborative and engaged team workshops and professional development.

- Coached staff to develop and implement hands-on interactive student training focusing on the Wow! Experience as an iDesk commandment of service as well as research support and triage for library users.
- Promote and market library services and instruction, workshops and events to faculty, staff, students and the community to support the library's strategic initiatives and goals.
- Administer the iDesk technology lending program including policies and terms of lending, student-generated requests and acquisitions.
- Showcase library services and initiatives to incoming and prospective students and families on campus recruitment days through engaging presentations on library resources and emerging technologies and research tools via digital scholarship.
- Interface with library systems staff and university IT departments to ensure continuity of library service to users via the room reservation system, library catalog, e-resources, printer and network issues.
- Craft policy and procedures including Technology Lending, Community Patron Use, Group Study Rooms Use policies and 3D Printing Procedures.
- Update and revise the Evans Library Disaster Preparedness Guide annually to establish procedures and provide library direction during disaster or emergency events.

**BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS** 2005 – 2015
Brevard County Public Libraries

**Library Director** June 2013 – January 2015
*Port St. John Public Library* Cocoa, FL

- Supervise nine staff members, 4 full-time department heads and 5 part-time employees, including interviewing, hiring, training, scheduling and evaluations.
- Direct and coordinate day-to-day operations of a 16,000 sq. ft. library building averaging 300 customers per day. Manage public requests, issues and input.
- Manage an annual operating budget of $472,000 including media, operating costs, maintenance and staffing. Utilize SAP for budget and time keeping.
- Directly supervise staff at all public service desks to ensure optimal customer service, coordinated and accurate information and attentive research assistance.
- Create vibrant usable spaces to optimize user experience in an inviting, flexible environment.
- Manage collection and selection of all library media budgeted at $39,000 for FY2015.
- Build partnerships and create marketing materials to extend the reach of library service to patrons, local schools and the community.
- Create and support staff to create innovative displays and programs to draw in the public and support the library's mission. The 2014 One Book Brevard program, Yarning for a Cause, donated 150 hats to local cancer support organizations.
- Coordinate with the Friends of the Port St. John Library and the Library Advisory Board to support library programming, library staff and the needs of the library service community.

**Head of Reference and Adult Services** December 2011 – June 2013
*Franklin T. DeGroodt Memorial Library* Palm Bay, FL

- Manage adult services both on-site and virtually in a large, busy library open seven days a week.
- Directly supervise three staff librarians and rotating student and community volunteers through scheduling, training, motivating, coaching and evaluations.
- Coordinate adult services at the service desk including reference assistance, instruction, information literacy, programming and classes.
- Develop classes and instruction in response to need and interest including Using the Library Catalog, Downloading ebooks, Microsoft Word and Excel, Email, Basic and Intermediate Computer Skills, Internet Searching, Facebook for Seniors, Pinterest and Couponing.
- Partner with Barnes & Noble to teach monthly classes at the store for customers to learn how to download free library ebooks on a myriad of Nook platforms.
- Initiate and implement One Book Brevard, a coordinated countywide Community Reading Event, in 2013. Create the marketing materials to highlight each library's tie-in events, contests and book discussions. Hosted author Karen Thompson Walker for The Age of Miracle book talks at three Brevard County libraries.
- Act as the Brevard County Liaison to organize, train and coordinate volunteers to assist the Orange County Public Libraries grant-funded project Right Service at the Right Time with populating data for Brevard County.

**Head of Reference and Adult Services** December 2007 – December 2011
*Suntree/Viera Public Library* Melbourne, FL

- Directly supervise four reference librarians in the busiest county library coordinating research, reference and instruction services to the public.
- Instruct and assist patrons and students with electronic and print resources, searching databases and accurate sourcing and citations.
- Serve as library Power User to train staff and troubleshoot the implementation and rollout of a new ILS, TLC's CarlX and LS2 PAC, and Overdrive Media Console for downloadable ebooks.
- Implemented new Interlibrary Loan (ILL) procedures and rewrote the LS-4 ILL Policy to reflect the elimination of a dedicated ILL department. Created an original wiki to facilitate collaboration on new ILL processes.
- Assisted Brevard County Human Resources department with testing and editing new online training classes for employees and assisted Brevard County Libraries Training Coordinator with reviewing and editing 23 Things before staff rollout.
- Initiated and staged a month-long Mystery Theatre in 2009 for February Library Lovers Month with weekly clues to determine whodunit and a live public performance to solve the crime. The library director awarded Brevard County Excellence in Action awards to participating staff.

**Reference Librarian** February 2006 – December 2007
*South Mainland Public Library* Micco, FL

- Perform research and provide reference service to patrons of all ages
- Manage collection development for adult and young adult collections
- Develop curriculum and teach computer classes and information literacy to public

- Coordinate with library advisory board members to develop a local history collection

**Reference and Youth Services Librarian** August 2005 – February 2006
*Franklin T. DeGroodt Public Library* Palm Bay, FL

- Perform research and provide reference service to patrons of all ages at a large, busy library
- Instruct and assist patrons and students with electronic and print resources
- Provide software, database and internet instruction on public PCs
- Teach computer classes
- Develop programs and displays of community interest

## Professional Leadership, Scholarship and Service

- Northeast Library Information Network (NEFLIN), Board of Directors President, September 2023 – Present; Member, Sept. 2022 – Sept. 2025
- Diversity, Equity and Inclusion in the Workplace Certificate, March 2022.
    - *University of South Florida Muma College of Business*
- City of Melbourne Babcock Street Community Redevelopment Agency Advisory Committee,
    - *Chair, 2021 – 2024; Vice-Chairperson, 2011 –2021; Member, 2006 – 2024*
    - *CRA sunset in 2024*
- The Honor Society of Phi Kappa Phi; *Member, 2020 - Present*
- ALA Association for College and Research Libraries (ACRL) University Libraries Section (ULS)
    - Executive Committee Member-at-Large, 2018-2020
- User Experience (UX) Training Consultant, Qatar National Library (QNL), May 2017 and October 2017
- IMLS-funded IFLA 2016 Congress Fellow mentor
- Brevard County Executive Leadership Institute graduate, 16-month course, 2011-2012
- Notary Public for the State of Florida, 2011 – present.
- American Libraries Association (ALA) Social Responsibilities Round Table
    - *Action Council, 2008-2010; Secretary, 2010-2011; Member, 2006 – Present*
- Segal AmeriCorps Education Award recipient for 12 months full-time service, 2005

## University Committees and Service Roles

- SACSCOC Visit Planning Committee, 2025
- Campus Leadership Change Management Workshop Series, 2024
- People of Excellence Strategic Plan Subcommittee, 2024 – present
- Undergraduate Curriculum Committee – Honors College Representative, 2024 – present
- Dean of Libraries Search Committee, Chair, 2023 - 2024
- QEP Student Success Working Group, June 2023 – Present
- Strategic Planning Steering Committee, Strategic Vision 2040, June 2023 – January 2024
- University Women's Council, 2022 - present
- University Teaching-Track Promotion Committee (UTPC), 2020 – present
- Florida Tech Office of Title IX: Title IX Appeals Officer, 2022 - 2023

- Florida Tech Office of Title IX: Title IX Advisor, 2021 - present
- U.S. History Faculty Search Committee, 2022
- Title IX Coordinator Search Committee, 2022
- University Diversity Council, 2022 – present
- CoPLA EDI Committee, 2020- 2022 (disbanded)
- Honors College Faculty Fellow, 2019 – present
- University Sustainability Council (USC), 2016 – 2023 (Not Active)
- Student Engagement Work Group, 2019
- Faculty advisor for Interdisciplinary Students Research Association (ISRA), 2017-2020
- University Most Valuable Panther Committee (MVP), 2017 – present
- Midweek Meditation, leader and facilitator, 2016 – present
- Library Faculty Council, 2016 - 2018
- Library Emergency Preparedness Committee Chair, 2015 – present

## Publications and Presentations

"Using Cross-functional Teams to Break Down Silos in Library Organizations," American Library Association Core Forum, October 2023. Poster Presentation with Holly Miller, MLIS, Ph.D.

"Reimagining the Honors Symposium: From in-person to remote," Florida Collegiate Honors Council Conference: February 2021. (Online conference).

"Library Services for Graduate Students," Association of College and Research Libraries Academic Library Services to Graduate Students Interest Group Spring Panel, *Invited Panelist:* June 2020. (Online panel).

Garmer, N. (2019). Signature Sustainability Earth Day Dish. In R. Pun & G.L. Shaffer (Eds.), The Sustainable Library's Cookbook (pp. 121-122). Association of College and Research Libraries.

"GradTrack: Graduate Student Services at Evans Library," Northeast Florida Library Information Network (NEFLIN) Annual Meeting, *Presenter*: November 2017.

Richardson, Philina; Garmer, Nancy; Mahaney, Erin; Petrillo, Lisa; Weber, Rebecca. "What We Know: Planning, Implementing, and Assessing a Media Literacy-Themed Summer Camp," The Journal of Research on Libraries and Young Adults 7, no. 3 (2016): 1-14.

## Research Project Participation

Privacy Advocacy Guides for Libraries project, Alameda County Libraries and IMLS, 2020.
Assess the privacy footprint of Evans Library in three areas: Data Lifecycles; Privacy Audit and Digital Security. (Project aborted).

UWF Research Study. Academic Librarians in North and North Central Florida. 2020. Virtual and recorded interview.

City of Melbourne
The Harbor City

RECEIVED
FEB 20 2025
Office of City Clerk
Melbourne, Florida

# VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: Carol J Hudgens

Applicant Address: 420 Oriole Lane
*Address*

Indialantic | FL | 32903
*City* | *State* | *Zip Code*

Telephone Number: 410 961-3714 *(Area Code)* E-mail: cjhudgens@earthlink.net

Business Address: retired
*Address*

*City* | *State* | *Zip Code*

Telephone Number: *(During Business Hours)* *(Area Code)*

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 515 | *Verified by City Clerk Staff (Initials):*

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☐ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| ☐ | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **Golf Courses Advisory Board [1]** | ☐ | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☐ | **Historic and Architectural Review Board [2]** | ☒ | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☐ | **Library Board** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| ☐ | **Code Enforcement Board [2]** | ☐ | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | *[1] Supplemental application required.* *[2] Members are subject to financial disclosure requirements.* | |
| ☐ | **General Employees' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Housing Authority** | | |

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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)

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**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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*city.clerk@MLBFL.org*

## CONFLICTING CONTRACTUAL RELATIONSHIPS

Section 112.313(7), Florida Statutes, prohibits a public officer from having or holding any employment or contractual relationship with any business entity which is doing business with the City of Melbourne, unless otherwise addressed by waiver of such a relationship. Section 112.313(12), Florida Statutes, provides exemptions and potential waivers of such conflicts of interest. For advisory boards, the City Council may waive a conflict under this statute upon full disclosure of the transaction or relationship to the City Council, and upon an affirmative 2/3 vote in favor of the waiver.

➢ **Please list any business entity that you are employed by or have a contractual relationship with that has or may do business with the City of Melbourne. Provide a brief explanation of that business in the box below.**

☒ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.

☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

## FINANCIAL DISCLOSURE

- Members of the following city boards are subject to financial disclosure (Form 1) requirements:
  - Code Enforcement Board
  - Firefighters' Pension Plan Board of Trustees
  - General Employees' Pension Plan Board of Trustees
  - Historic and Architectural Review Board
  - Planning and Zoning Board
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  - Zoning Board of Adjustment
- Financial disclosure is a source-only disclosure. Filers are not required to disclose amounts and may choose one of two methods to file: percentage thresholds or dollar-value thresholds. The appropriate financial disclosure form includes detailed instructions on how to properly fill out the form.
- New appointees are required to fill out a financial disclosure form within 30 days of being appointed.
- Individuals who are in a financial disclosure position as of December 31 of each year are required to electronically file an annual financial disclosure form on the Commission on Ethics' Electronic Financial Disclosure Management System by July 1. Individuals who file late are subject to monetary fines or removal from office.
- Upon resigning from the board, individuals subject to financial disclosure must submit a final financial disclosure form within 60 days of leaving their position.

*900 E. Strawbridge Avenue*
*Melbourne, FL 32901*
*(321) 608-7220*
*city.clerk@MLBFL.org*

**APPOINTMENT PROCESS**

- Once an application has been submitted, it will remain on file in the City Clerk's Office for two years from the date of submittal.
- When vacancies occur on the boards that you have indicated interest in, your application will be submitted to the City Council for consideration during a regular meeting. Agendas for upcoming City Council meetings can be found on the city's website at https://melbournefl.portal.civicclerk.com/.
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- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: C J Budgins Date: 2/20/2025

February 20, 2025

To: City of Melbourne
City Clerk's Office
Melbourne City Council

From: Carol J. Hudgens

RE: Application for Planning & Zoning Board

Attached, please find my application and resume for the Planning and Zoning Board. I served on the P&Z Board from 2016-2021 and I wish to return. I am retired but keep active in various activities. I am the Past Eau Gallie Yacht Club Women's Council Chair and have served the EGYC Membership Committee for 3 years. I play golf, bridge and my husband and I do extensive traveling.

Thank you for your consideration.

Carol J. Hudgens
420 Oriole Lane
Indialantic, FL 32903
410 961-3714 cell
cjhudgens@earthlink.net

# Carol J. Hudgens

cjhudgens@earthlink.net | Mobile: 410.961.3714
981 E. Eau Gallie Blvd., Suite E, #MR-11 | Indian Harbour Beach, FL 32937


## INNOVATIVE SALES AND BUSINESS DEVELOPMENT EXECUTIVE

A business savvy professional with a reputation for strong leadership, achieving customer goals and solving customer problems in addition to being accomplished at developing **sales** and **large revenue** contracts in IT, Wireless, and Telecom industries currently seeking contract or part-time opportunities.

### PROFESSIONAL ASSOCIATIONS

AFCEA; AIAA; ITAA; IAC/ACT; NVTC; AIA; ATCA; SPTC; ABWA

### PROFESSIONAL EXPERIENCE

C. J. Hudgens & Associates, LLC, Space Coast, FL and Washington, DC
**Business Development Executive** 2013 to Present

- Activities include, but are not limited to, strategic business development, capture management, solutions selling, and innovative contract models that help clients save money, achieve goals, and solve problems.

Deep Water Point, LLC, Washington, DC
**Business Development Executive** 2013 to 2016

- Team member of former senior government and industry executives experienced in numerous Federal Government departments and agencies that leverage their knowledge to win new business for clients.

Harris Corporation, Washington, DC Metro Area
**Business Development Executive** 2011 to 2013

- Developed new opportunities at the FAA including, but not limited to, Data Center Consolidation, Flight Services, and Air Traffic Management services as well as the Cyber Security Management Center.
- Enabled the FAA to reduce budgets with innovative ideas and programmatic improvements.

Suss Consulting & C.J. Hudgens & Associates, Washington, DC Metro Area
**Consultant** 2001 to 2002; 2007 to 2010

- Led a Corporate and Federal Consulting firm specializing in IT and Communications industries with a focus on delivering measurable results in strategic planning, market research, and capture management.
- Activities included new business development, sales, and marketing to both new and established wireless carriers, telecom and internet service providers as well as engineering/installation for telecom companies.
- In addition, worked as a strategic partner with other IT consulting firms to meet clients' requirements.

Harris Corporation, Washington, DC and Melbourne, FL
**Business Development Executive** 2003 to 2006

- Developed new opportunities in Federal Civilian Agencies (DOT, Treasury, Energy, HHS, CDC). These projects included telecom and IT proposals with both complex system and business model requirements.
- Solutions included new products, services, price to win financial and performance models for all divisions and outside partners. Formed highly successful teams/partners in IT, Health, Communications industries.
- Initiated incubator teams for Government Health IT marketplace and GWACs that led to 2 new Divisions.

INPHOMATCH, Washington, DC Metro Area
**VP Sales – U. S. Wireless Carriers** 2002

- Led small domestic sales team for start-up Inter-carrier short message (I-SMS) solutions provider. Closed new wireless carriers. Grew traffic and revenue. Implemented new product strategies and applications.
- Developed and applied new sales strategies to sell international inter-carrier SMS connections and traffic.

# Carol J. Hudgens

cjhudgens@earthlink.net
981 E. Eau Gallie Blvd., Suite E, #MR-11

Mobile: 410.961.3714
Indian Harbour Beach, FL 32937




## PROFESSIONAL EXPERIENCE CONTINUED

Lucent Technologies, Washington, DC Metro Area

**National Sales Director, Emerging Wireless** 2000 to 2001

- Led hunter team to develop new sales opportunities in the wireless ASP market. Customers included both domestic and international wireless internet companies as well as wireless applications providers.
- Targeted over 600 wireless ASP's with a small team and achieved **$5 Million** in sales.

**National Sales Director, Emerging Wireless – Satellite and VPN** 1999 to 2000

- Achieved **$10M** in new sales globally by: developing sales strategy in order to penetrate the satellite industry and position VPN as well as broadcast products, engineering services, and internet solutions.
- Developing sales strategy and sales channel for a leading government contractor to build a new business with VPN, optical (DWDM), and engineering services targeted to the enterprise market place.
- Managing product managers, sales engineers, as well as finance organizations in the development of complex bids for international opportunities with optical products.

**Sales Director, Emerging Service Providers – Mid Atlantic Region** 1998 to 1999

- Led 5 sales executives to develop new opportunities in CLEC and ISP markets in region. Developed complex bids requiring data, optical and VoIP networks and achieved over **$10M** in new sales.

**Sales Director, New Business Development – Wireless Broadband Division** 1997 to 1998

- Established and developed sales organization for the new Wireless Broadband division in San Jose, CA.
- Sold new broadband products and services. Accountable for business development, sales, and P&L.

AT&T Network Services, Baltimore and Washington, DC

**Senior Account Manager – Wireless** 1996 to 1997

- Sold a multi-year **$130M** contract to Sprint APC for the1st CDMA overlay of a GSM network in the area.
- Headed multi-disciplined technical team to win. Led negotiating team (legal, finance, product executives).
- Won award for leadership, innovation, and contribution to the wireless business unit's results.
- Sale was recognized globally and throughout the PCS/wireless industry.

**Senior Account Manager – Sprint International Account** 1995 to 1996

- Led sales initiative to respond to multiple switching (5ESS®, ATM) bids for Europe and Russia.
- Relocated temporarily to Holland. Partnered with European counterparts.
- Won award for "going above and beyond" to ensure the team's success.

## ADDITIONAL RELEVANT EXPERIENCE

**Board Member – Planning and Zoning Board** for the City of Melbourne, FL
**Vice President – Fund Development**, Women's Center Guild, Melbourne, FL
**Chapter Member – American Business Women's Association**, Oceanside
**Former Treasurer** for **Hatteras LRC Club**

## EDUCATION

Graduate, Towson State University, Towson, MD
Bachelor of Science Degree in **Finance** and **Marketing**
Massachusetts Institute of Technology, Cambridge, MA
Completed 8 Week Program in **Information Technology**

## LINKEDIN ACCOUNT

https://www.linkedin.com/in/carol-hudgens-36989412/

City of Melbourne
The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
CityClerk@MLBFL.org

RECEIVED
DEC 19 2025
Office of City Clerk
Melbourne, Florida

Applicant Name: Stefan Hartmann

Applicant Address: 2196 Colony Dr. (Address)
Melbourne (City) FL (State) 32935 (Zip Code)

Telephone Number: 321-432-7879 (Area Code) E-mail: Stefan.t.hartmann@gmail.com

Business Address: 107 Riverside PL S (Address)
Indialantic (City) FL (State) 32903 (Zip Code)

Telephone Number: (During Business Hours) 321-586-2653 (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: 507.1 | *Verified by City Clerk Staff (Initials):* [initials]

- Most boards require members to have been residents of the City of Melbourne for at least six months.

  Have you lived in the City of Melbourne for the past six months? ☑ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| ☐ | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **General Employees' Pension Plan Board of Trustees [2]** | 2 | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☑ | **Historic and Architectural Review Board [2]** | 1 | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | 2 | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| ☐ | **Code Enforcement Board [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | ☐ | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Housing Authority** | *[1] Supplemental application required.* *[2] Members are subject to financial disclosure requirements.* | |

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If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

## DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

☑ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

| |
|---|
| |

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  - 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: S. Hunter Date: 12/19/25

**Stefan T. Hartmann**
Iron Direct Primary Care
ironDPC.com
107 Riverside Place South, Indialantic, Florida, 32903
Cell: (321) 586-2653, e-mail: ironmedicinepa@gmail.com

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DEC 22 2025
Office of City Clerk
Melbourne, Florida

**CERTIFICATIONS**

**NCCPA, PA-C** (Valid 11/5/2018 through 2028)
**Florida Department of Health**- PA911847 FL License.
**NPI**- 1861966020
**DEA**- MH6519740

**Iron Direct Primary Care- PA-C** Provider and **CEO.** Oct 2021- current. ironDPC.com Anti-Aging & Functional medicine. Office at 107 Riverside Place Indialantic, FL, 32903. Home of the Human Performance Arena- HBO2, Morozko Cold Forge, Traditional Sauna, Outdoor gym.

Florida Academy of Physician Associates member
American Academy of Anti Aging Medicine Member (A4M)
Member of The Body and CME lecturer for Dr. Avery Jackson's ECHO series. Monthly.
Lecturer for Dr. Bill Clearfield DO's Osteopathic Society of Integrative Medicine AOSRD.org Tuesday at 8pm.
Lecturer for Dr. Halasa MD Chronic Disease Prevention and Management. Mondays at 7:30pm.
Compendium of medical lectures uploaded to YouTube Channel Iron Direct Primary Care- weekly.

Prior work experience:

**Medicus: Locums. Urgent Care PA for Advent Health Centra Care**- July 2021- Feb-2022
**Deuk Spine Institute and Primary Care of Brevard. PA-C**.
7955 Spyglass Hill Rd, Melbourne, FL 32940. March 7th 2021 - June 8th 2021.

- **Spine Surgery- 1st Assist OR with Dr. Ara Deukmedjian.** Evaluating chronic pain patients in clinic and making surgical/PT/IPM/med decisions with Dr. Deuk/Dr. Demola.
- **Physical Medicine/Pain Management with Dr. Philip Demola.**
- **Interventional Pain Management- with Dr. Bharat Patel and Dr. Matthew Jansen.** Evaluating patients in clinic for IPM procedures.
- **Primary Care of Brevard.** Maintaining a patient panel. Integrative approach. Autonomous.
- **Ortho urgent care.** Walk in clinic evaluating orthopaedic conditions.

**Barracuda Consulting:** July 2020 - Oct 2021. **Freelance work.**
**Klinio Diabetes app:** Presenting EBM on FB live with diabetics
**Telepsychiatry:** PA locums contract work for 3 months July 2021-Oct 2021. Mass license.

**DOCCS - Full Time. PA-C** (January 1st 2019 - March 1st, 2021)
2100 N Wickham Rd, Melbourne, FL 32935

- **Internal Medicine.**
- **Urgent Care.**

**Brevard Physician Associates, Emergency Department Scribe** (February 2013- May 2016)

**Stefan T. Hartman**
325 Banyan Way, Melbourne Beach, FL
Cell: (321) 432-7879, e-mail: stefanT.hartmann@gmail.com

Holmes Regional Medical Center, Melbourne, FL, and Palm Bay Hospital, FL

**EDUCATION**

**Bay Path University, May 2016- October 2018**
M.S. Physician Assistant Studies
**University of Central Florida, Class of 2015**
B.S. Sports and Exercise Science, Coaching Specialty. *Magna Cum Laude*
**Eastern Florida State College, Class of 2011**
Associate in Arts, *Summa Cum Laude*

**ADDITIONAL WORK EXPERIENCE**

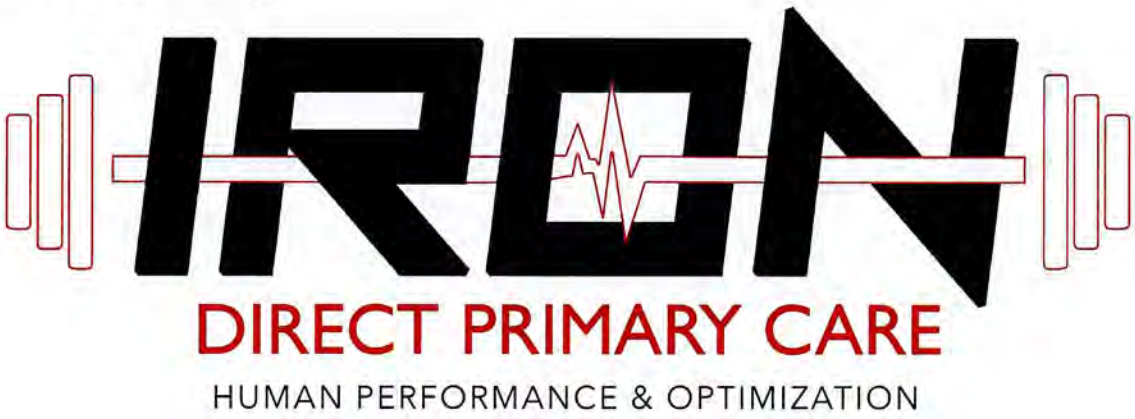
Extensive tennis training and international tournament experience. Professional Tennis Registry Certification. Private tennis lesson coach since age 15. Professional tennis competitor since age 17.
**Volunteer Assistant Tennis Coach Western New England University, MA** (August 2017- Oct 2018)
**LA Fitness, Master Trainer, Melbourne FL** (June 2015- January 2016)

- Personal trainer. Individualized training programs for clients.

**Trinity Preparatory Academy, Head Coach Boys & Girls Varsity Tennis** (2015 Season)
**Melbourne High School, Varsity Tennis Boys Assistant** (2012) **and Head Coach** (2013)

**OTHER ACTIVITIES**

- Fluency in both **Italian** and **German**. Native English. German/American citizenship. Born in **Texas**. Lived in Gallarate, **Italy** 2000-2004. Lived in Mahlow, Berlin, **Germany** 2004-2008
- Bodybuilder. Personal trainer. Novelist- of Alpiners Raven Sci fi series: The Alpine Ring and The Amplituhedron War.



RECEIVED
SEP 11 2025
Office of City Clerk
Melbourne, Florida

City of Melbourne
The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: LEIGH HINTON

Applicant Address: 1274 SUN CIR W
Address
MELBOURNE FL 32935
City State Zip Code

Telephone Number: 321-536-4600 E-mail: LEIGH.HINTON76@GMAIL.COM
(Area Code)

Business Address:
Address
City State Zip Code

Telephone Number:
(During Business Hours)
(Area Code)

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 502 *Verified by City Clerk Staff (Initials):*

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☑ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| ☐ | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **Golf Courses Advisory Board [1]** | ☒ | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☐ | **Historic and Architectural Review Board [2]** | ☒ | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☐ | **Library Board** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| ☒ | **Code Enforcement Board [2]** | ☐ | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | *[1] Supplemental application required.* *[2] Members are subject to financial disclosure requirements.* | |
| ☐ | **General Employees' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Housing Authority** | | |

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- If you are appointed to a city board, you will be contacted by the City Clerk's Office to set up orientation (30 to 90 minutes, depending on the board) during regular business hours at City Hall with the City Clerk and the city staff who provide support to the board to which you have been appointed. Orientation will include information on:
    - General policies that apply to all boards.
    - Attendance requirements.
    - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
    - Review of the duties and scope of the board, including current items/projects being considered.
    - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____ Date: 9/11/2025

Outlook

## Code Enforcement Committee

**From** Leigh Hinton <leigh.hinton76@gmail.com>
**Date** Thu 9/18/2025 4:58 PM
**To** Sally Goltzman <Sally.Goltzman@mlbfl.org>

1 attachment (86 KB)
Leigh Alexander Hinton Resume 8.16.2018.pdf;

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

Hello Sally,

I meant to send this earlier this week, but got tied up with a few issues. This is a copy of the last resume I had made. The only updates are I work for the Carpenter/Kessel Home Selling Team now, I've done a ton more in real estate sales volume, and my email address is different.

Cheers,

Leigh

# Leigh Hinton

**1274 Sun Circle W**
**Melbourne, Fl 32935**
**(321) 536-4600**
**leigh.hinton76@outlook.com**



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SEP 19 2025
Office of City Clerk
Melbourne, Florida


**Education** **Florida Institute of Technology**
Aug 2004 – May 2007
BA Hon Environmental Science - Meteorology Option

**Work History**

**Blue Marlin Real Estate | Realtor**
August 2015 - To Date
Achievements

- Almost $2 million in sale in first active/full time quarter
- Winner of several brokerage competitions
- Outstanding customer reviews

**Eau Gallie Yacht Club | Food & Beverage Director**
Dec 2016 - May 2018
Achievements

- Reduced liquor costs by over 3%, taking the COG 2% below budget
- Implemented new cloud based scheduling and communication system
- Organized multiple profitable member events for 200 plus people
- Introduced online training platform
- Recruited several new manages, and many new team members
- Over saw the operation of multiple dining and drinking operations

**Hemingway's Tavern | Operations Manager**
April 2015 - Dec 2016
Achievements

- Working in a team, took the concept from an idea to a fully operational restaurant
- Contributed to designed of building, food menu, drinks menu and training program
- Designed a recruitment strategy that resulted in minimal employee turnover
- Profited in the first full quarter of trading
- In three months taken Trip Advisor ranking from 334 to 24

**Long Dogger's Enterprises, LLC - Melbourne FL | Special Project Manager**
June 2013 – April 2015
Achievements

- Transitioned training systems to online from paper
- Wrote new training material for host, busser, and server departments
- Introduced Hot Schedule online scheduling and labor management reducing costs by 3%
- Introduce employee workshop and round table meetings
- Coached managers on how to write effective performance improvement plans for hourly team members

**Jamie Oliver @ Gatwick |Operations Manager**
Oct 2012 – Dec 2012
Achievements

- Reduced weekly labour expenditure by over £10,000
- Managed the successful installation of a new coffee van and 40 cover coffee shop
- Established new and developed existing relationships with Gatwick Airport and Gatwick partners
- Introduced essential Jamie's Italian cultural components into daily routines
- Introduced financial control and accountability to the operation

**Jamie's Italian – Portsmouth | General Manager**
Jul 2011 – July 2013
Achievements

- Established schools outreach program and had over 20 visits from area schools in 2011/12
- Built strong relationship with local businesses and organizations such as Education Business Partners, Portsmouth Football Club, The News, and Gunwharf Quays
- Organized and hosted a three day outdoor event to celebrate the Queens Diamond Jubilee and one year anniversary of Jamie's Italian Portsmouth
- Founded the Jamie's Italian Ice Cream Van Project with St Johns College
- Management support for the Manchester and Norwich Jamie's Italian openings
- Developed four supervisors, 3 managers, two deputy general managers, one general manager, two junior sous chefs, one sous chef, and one head chef
- Worked with the Jamie's Management Academy to train five new managers and chefs
- Winner of five awards including Best restaurant in Portsmouth 2011/2012, Best Restaurant in the South 2012, Best Education Business Partner 2012

**Chili's Grill & Bar | Kitchen Manager**
Mar 2008 – Jul 2011
Achievements

- Reduced liquor cost by over 6%
- Elevated bar to "university" training status
- Managed the introduction of "kitchen of the Future" phase 1
- Maintained a 29% food cost with an AvT of less than 1.5%
- Achieved university status for bar training and systems

**Organizations**

- The Children's Hunger Project
- Brevard Children in Need
- Ronald McDonald House
- Surfer for Autism
- Free Masons
- Rotary International
- Saltwater Classic Fishing Tournament
- The SPCA of Brevard

City of Melbourne
The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name: Dan Liparini

Applicant Address: 860 Peregrine Drive
*Address*

Melbourne | FL | 32903
*City* | *State* | *Zip Code*

Telephone Number: 321-591-8651 (*Area Code*) E-mail: DLiparini@brookfieldkolter.com

Business Address: 21 W Fee Ave
*Address*

Melbourne | FL | 32901
*City* | *State* | *Zip Code*

Telephone Number: 321-591-8651 (*Area Code*)
*(During Business Hours)*

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 515 *Verified by City Clerk Staff (Initials):* [signature]

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| ☐ | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **General Employees' Pension Plan Board of Trustees [2]** | ☐ | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☐ | **Historic and Architectural Review Board [2]** | ☑ | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☐ | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| ☐ | **Code Enforcement Board [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | ☐ | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Housing Authority** | [1] *Supplemental application required.* [2] *Members are subject to financial disclosure requirements.* | |

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Office of City Clerk
Melbourne, Florida

*City Clerk's Office*
*900 E. Strawbridge Avenue*
*Melbourne, FL 32901*
*(321) 608-7220*
*city.clerk@MLBFL.org*

If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☐ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

## DUAL OFFICE-HOLDING

Volunteer board members may serve on up to two boards. However, in no instance shall a volunteer board member be permitted to serve in a capacity that would implicate the dual office-holding prohibition of the Florida Constitution.

- **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

☑ I **do not** serve on any other board or committee.

☐ I currently serve on the following boards/committees:

| |
|---|
| |

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

*City Clerk's Office*
*900 E. Strawbridge Avenue*
*Melbourne, FL 32901*
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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.
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  - General policies that apply to all boards.
  - Attendance requirements.
  - Review of the Sunshine Law, Voting Conflicts of Interest, and Robert's Rules of Order.
  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: Digitally signed by Dan Liparini DN: cn=Dan Liparini, c=US, o=Brookfield Kolter Land Partners, ou=VP Land Acquisition, email=DLiparini@brookfieldkolter.com Date: 2026.01.20 14:22:57 -05'00' Dan Liparini Date: 1/20/26

**DANIEL JOHN LIPARINI**
860 Peregrine Drive, Indialantic, FL 32903
DanLiparini@gmail.com
(321)-591-8651

I am an experienced real estate professional with a 20-year history of successfully managing all aspects of land acquisition, entitlement, permitting, and development in Florida and the Mid-Atlantic. Throughout my career, I have established a strong reputation with land developers, brokers, engineers, surveyors, contractors, and landowners through consistent, direct, open, and honest communication.

## EXPERIENCE

### Brookfield Kolter Land Partners January 2025 – Present
**Vice President of Land Acquisition**

- Manage all land acquisition, entitlement, permitting, and development activities for the Southeast Florida Division of Brookfield Kolter Land Partners
- Maintain long-standing relationships with land developers, brokers, engineers, surveyors, contractors and land owners
- Prepare detailed land valuation analysis reports including proformas, budgets, and market analysis for new land opportunities
- Supervise the due diligence process for properties under contract
- Send requests for proposals, award and administer contracts with engineers, consultants and contractors
- Draft letters of intent outlining deal terms for prospective land transactions
- Negotiate land purchase agreements, review contract drafts and redlines, and communicate with transactional attorneys and the corporate team to finalize and execute contracts and amendments

### Maronda Homes February 2022 – January 2025
**Regional Director of Land Acquisition**

- Managed all land acquisition, entitlement, permitting, and development activities for the East Florida Division of Maronda Homes
- Negotiated land purchase agreements, review contract drafts and redlines, and communicate with transactional attorneys and the corporate team to finalize and execute contracts and amendments
- Represented Maronda Homes at planning and zoning, city council, and county commission meetings for zoning, land use, and development plan approval
- Reviewed construction drawings and guide engineers though the value engineering process to reduce overall development costs
- Selected and supervised a team of land use attorneys, planners, engineers, and consultants through the approval process for new developments

### KB Home, 2021 - 2022
**Vice President of Land Acquisition**

- Led a team of eight employees to exceed corporate acquisition goals for the Orlando market
- Built a pipeline of new land, helping the division grow from 850 homes closed in 2021 to 1,100 homes closed in 2022, with projections of 1,500 closings in 2023, 1,800 in 2024, and 2,100 in 2025
- Developed business community relationships with land developers, brokers and land owners in the Orlando market
- Guided a team of analysts to prepare detailed land valuation analysis reports including proformas, budgets, and market analysis for new land opportunities
- Worked closely with VP of Development and Entitlements Director to finalize budgets and schedules for land development projects
- Drafted letters of intent outlining deal terms for prospective land transactions

**D.R. Horton/Forestar Group, 2013 - 2021**
**Land Manager/Investments and Development Director**

- Managed all land acquisition, entitlement, permitting, and development activities for the East Florida Division of D.R. Horton, Inc. and Forestar Group, Inc.
- Created a pipeline of new lots to help Division grow from 350 homes closed per year to 1,400 homes closed per year over an 8-year timeframe
- Established relationships with land developers, brokers and land owners
- Built a land team of ten employees and oversaw the acquisition, entitlement, permitting, development, and close-out of over 25 new subdivisions ranging from 45 lots to 933 lots
- Led a team of land use attorneys, planners, engineers, and consultants to obtain comprehensive plan, zoning, and site development plan approval for new developments
- Examined construction drawings and worked with engineers to reduce development costs
- Negotiated and finalized development, traffic, easement, proportionate share, and impact fee credit agreements with local municipalities
- Represented DR Horton at planning and zoning, city council, and county commission meetings for zoning, land use, and development plan approval

**Merrill Lynch, 2011 - 2013**
**Financial Advisor**

**Coldwell Banker Sun Land Realty, 2010 - 2011**
**Realtor**

**Brantly Development Group, 2006 - 2009**
**Director of Land Development**

- Oversaw the development of multiple residential and commercial properties
- Formulated project budgets for real estate projects ranging from $500,000 to over $10 million
- Prepared requests for proposals, awarded and administered contracts with engineers, consultants and contractors
- Coordinated with lawyers, engineers, lenders, government officials, and contractors to complete residential developments ranging from twenty units to over four hundred units
- Generated and maintained budgets and schedules for land development projects
- Supervised subcontractors during construction
- Communicated with government agencies to ensure all construction activities were inspected and approved

**CoStar Group, 2005 - 2006**
**Research Analyst**

**ORGANIZATIONS**

- YoungLife Ministry, Leadership Board
- Trinity Fitness, Trainer
- Rotary Club of Indialantic, former Board Member

**EDUCATION**

University of North Carolina, Wilmington May 2004
Bachelor of Arts

- Played Division 1 Soccer

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Office of City Clerk
Melbourne, Florida

City of Melbourne
The Harbor City

# VOLUNTEER BOARD MEMBER APPLICATION

City Clerk's Office
900 E. Strawbridge Avenue
Melbourne, FL 32901
(321) 608-7220
city.clerk@MLBFL.org

Applicant Name:

Applicant Address: DIANE LYNNE MAYNARD
4473 COUNTRY ROAD
Address
MELBOURNE, FL 32934-8468
City State Zip Code

Telephone Number: 321 419 8201 (Area Code) E-mail: dmaynard321@gmail.com

Business Address: DIANE LYNNE MAYNARD
4473 COUNTRY ROAD
Address
MELBOURNE, FL 32934-8468
City State Zip Code

Telephone Number: 321-419-8201 (Area Code)
*(During Business Hours)*

**A brief resume or summary of background must be attached to this application.**

- Board members must be registered voters. Provide your precinct number from your voter's registration card:

Voting Precinct Number: 422 | *Verified by City Clerk Staff (Initials):* KS

- Most boards require members to have been residents of the City of Melbourne for at least six months.

Have you lived in the City of Melbourne for the past six months? ☒ Yes ☐ No

A brief description of each board is attached, including the current meeting schedule for the board. If you are interested in multiple boards, rank your interest in those boards (1 – first choice, 2 – second choice, etc.).

| | | | | | |
|---|---|---|---|---|---|
| 5 | **Affordable Housing Advisory Committee*** **Check qualifications on Page 2* | ☐ | **Golf Courses Advisory Board [1]** | ☐ | **Olde Eau Gallie Riverfront Community Redevelopment Agency Advisory Committee** |
| ☐ | **Beautification and Energy Efficiency Board** | ☐ | **Historic and Architectural Review Board [2]** | 4 | **Planning and Zoning Board [2]** |
| ☐ | **Citizens' Advisory Board [1]** | ☐ | **Library Board** | ☐ | **Police Officers' Retirement Trust Fund Board of Trustees [2]** |
| 2 | **Code Enforcement Board [2]** | ☐ | **Melbourne Downtown Community Redevelopment Agency Advisory Committee** | 1 | **Zoning Board of Adjustment [2]** |
| ☐ | **Firefighters' Pension Plan Board of Trustees [2]** | ☐ | **Melbourne Economic Enhancement District Advisory Committee** | *[1] Supplemental application required.* *[2] Members are subject to financial disclosure requirements.* | |
| ☐ | **General Employees' Pension Plan Board of Trustees [2]** | 3 | **Melbourne Housing Authority** | | |

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If you selected **AFFORDABLE HOUSING ADVISORY COMMITTEE**, indicate the position(s) that you qualify for:

- ☐ Citizen actively engaged in residential home building industry in connection with affordable housing
- ☐ Citizen actively engaged in banking industry in connection with affordable housing
- ☐ Citizen who represents areas of labor (roofing, etc.) actively engaged in home building in connection with affordable housing
- ☐ Citizen actively engaged as an advocate for low-income persons in connection with affordable housing
- ☐ Citizen actively engaged as a for profit provider of affordable housing
- ☐ Citizen actively engaged as a not-for-profit provider of affordable housing
- ☐ Citizen actively engaged as a real estate professional in connection with affordable housing
- ☐ Current member of the Planning and Zoning Board
- ☒ One resident of Melbourne
- ☐ Citizen who currently represents employers within Melbourne
- ☐ Citizen who currently represents essential services personnel (any person employed by educational, governmental and human service agencies; health care personnel; public safety personnel; and any skilled building trades personnel and food service personnel)

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**DUAL OFFICE-HOLDING**

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➢ **Please list any other boards or committees that you serve on in any other capacity (such as another city, county, or non-profit board). Provide the name of the board and a brief description of its duties in the box below.**

☐ I **do not** serve on any other board or committee.

☒ I currently serve on the following boards/committees:

Board of Adjustments

*It shall be the responsibility of the volunteer board member to advise the City Clerk's Office if the answer to this question changes at any point following the submission of this application.*

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Office of City Clerk
Melbourne, Florida

City of Melbourne
The Harbor City

**VOLUNTEER BOARD MEMBER APPLICATION**

*City Clerk's Office*
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## CONFLICTING CONTRACTUAL RELATIONSHIPS

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☐ I am **not** employed by / I do not have a contractual relationship with any business that has or will do business with the City of Melbourne.

☐ I am employed by / I do have a contractual relationship with a business that has or will do business with the City of Melbourne.

| |
|---|
| |

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City of Melbourne
The Harbor City

**VOLUNTEER BOARD MEMBER APPLICATION**

*City Clerk's Office*
*900 E. Strawbridge Avenue*
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*(321) 608-7220*
*city.clerk@MLBFL.org*

**APPOINTMENT PROCESS**

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  - General policies that apply to all boards.
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  - Review of the duties and scope of the board, including current items/projects being considered.
  - Information regarding quasi-judicial proceedings (Code Enforcement Board, Historic and Architectural Review Board, Planning and Zoning Board, Zoning Board of Adjustment).

Applicant Signature: _____ Date: 5/23/2025

Diane Maynard
4473 Country Road
Melbourne, FL 32934
321-419-8201
Dmaynard321@gmail.com

## PROFILE

34.5
- OVER ~~SIXTEEN~~ YEARS EXPERIENCE EDUCATING WORKERS IN THE FOOD SERVICE REGULATION INDUSTRY.
- EFFECTIVELY COMMUNICATE AND INTERACT WITH MANAGERS AND EMPLOYEES.
- PLAN AND ORGANIZE DATA, PROGRAMS AND RESOURCES TO MEET SITUATION OBJECTIVES WHILE DEMONSTRATING SELF-MOTIVATION AND INITIATIVE.
- SOLID INTERPERSONAL SKILLS; ESTABLISH MYSELF AS A CREDIBLE RELIABLE SOURCE.
- POSITIVELY MOTIVATED AND INFLUENCE THE THINKING AND BEHAVIOR OF OTHERS.

## WORK EXPERIENCE

**BREVARD COUNTY SCHOOL BOARD** — **9/2006 - ~~Present~~ 9/2009**
**SUBSTITUTE TEACHER**

**STATE OF FLORIDA** — **5/1992 - ~~Present~~ Retired**
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION** — **Salary: 34,000**

**SENIOR SANITATION AND SAFETY SPECIALIST / SANITATION AND SAFETY SPECIALIST**
34.5 ~~23~~ YEARS OF EDUCATING THE PUBLIC IN KNOWLEDGE RELATED TO THE FIELD OF PUBLIC HEALTH AND SAFETY.
DUTIES INCLUDE ON SITE HEALTH AND FIRE SAFETY INSPECTIONS, SANCTIONING OF OSSD, FOOD SERVICE FACILITIES, PROCESSING PLANTS, PUBLIC LODGING AND HOUSING BUILDING INSPECTIONS, POOLS, WATER SUPPLIES, DAYCARE, FOSTER CARE AND NURSING HOMES, L.P. GAS TANKS. TRAINED ALL NEW EMPLOYEES IN A MANAGEMENT CAPACITY. KNOWLEDGE OF ENFORCEMENT PROCEDURES SUCH AS THE PAPERWORK TRAIL TO THE STATE ATTORNEY, CODE ENFORCEMENT AND THE ADMINISTRATIVE LAW PROCEEDINGS.
(Contact Supervisor: Yes, Supervisor's Name: VALERIE FREEMAN, Supervisor's Phone: 850-487-1395)

**PRUITT REAL ESTATE / REMAX** — **5/2003 - Present**
**SATELLITE BEACH**

**REAL ESTATE INVESTOR / REALTOR / PROPERTY MANAGER OWNER**
RESIDENTIAL AND COMMERCIAL PROPERTY SALES. I AM AN INDEPENDENT OWNER OF NUMEROUS BEACHSIDE INVESTMENT PROPERTIES RENTED & MANAGED INTERNALLY.

**GILLIGAN'S COVE** — **1/1999 - 11/2001**
**RESTAURANT MANAGER**

**MANAGER OF 300 SEAT FULL FOOD SERVICE AND NIGHT CLUB**

**BREVARD COUNTY, FLORIDA** — **4/1984 - 5/1992**
**CONSUMER HEALTH SERVICES** — **Salary: 26,000**

**ENVIRONMENTAL SPECIALIST / HEALTH INSPECTOR**
ON SITE BUILDING AND SAFETY INSPECTIONS ON TRAILER PARKS, WELLS, SEPTIC SYSTEMS, POOLS, SEPTIC PUMP TRUCKS, INVERT PLUMBING ROUGHS ON NEW CONSTRUCTION, PLANS EXAMINER, WETLANDS EVALUATION AND SOIL CONSERVATION FOR OSSD SYSTEMS, ETC.
(Contact Supervisor: Yes, Supervisor's Name: DICK BIONDI, Supervisor's Phone: 321-633-2000) Plans Examiner.

**SOUTHEASTERN SEAPRODUCTS, INC.** **11/1985 - 12/1999**
SALARY: $10,000 / MONTH

***CO-OWNER***
LARGE SCALE MULTI-MILLION DOLLAR INDEPENDENTLY OWNED SHELLFISH GROWTH AND PRODUCTION PURVEYOR. HACCP IN USE. CLIENTS INCLUDE HOOTERS, BAR HARBOR AND WINN DIXIE. COMMERCIAL OPERATIONS ARE LOCATED IN MELBOURNE, FLORIDA, CEDAR KEY, FLORIDA AND BETHLEHEM, PENNSYLVANIA. WHOLESALE ONLY!

## EDUCATION:

FLORIDA INSTITUTE OF TECHNOLOGY
MELBOURNE, FL US
Bachelor's Degree - 11/1983
Major: BIOLOGY
Minor: SCIENCE EDUCATION

Description: CERTIFICATES AND TRAINING REQUIREMENTS AVAILABLE UPON REQUEST FOR ALL ABOVE MENTIONED PROGRAMS.

## AFFILIATIONS

| | | |
|---|---|---|
| 10/1999 - ~~Present~~ 1/2005 | CANDLELIGHTERS | VOLUNTEER |
| 12/1997 - 11/1998 | WOMANS CENTER | VICE-TREASURER |
| 1/1990 - 1/1994 | INDIALANTIC CODE BOARD | CHAIRMAN |
| 1/1996 - 1/2000 | LANSING ISLAND CODE BOARD | CHAIRMAN |

## JOB-RELATED TRAINING COURSES SAMPLE

SUBSTITUTE TRAINING 9/06
CODE ENFORCEMENT TRAINING 10/88
OSSD FAILURES 3/87
PUMP TRUCKS 3/86
SEARCH WARRANTS 2/87
FOOD SERVICE LAWS AND RULES 5/95
WATER VENDING MACHINES 5/90
STRESS MANAGEMENT 9/97
WETLANDS TRAINING 4/90
H.A.C.C.P. TRAINING CONTINUALLY
REAL ESTATE CONTINUING EDUCATION
TAX COURSE 2/2004
REAL ESTATE LICENSE 3/2003 CURRENT
OSSD SANCTIONING 7/86 CURRENT
FIRE SAFETY INSPECTOR 1/92 CURRENT
FOOD MANAGERS CERTIFICATE 3/03 CURRENT
LEADERSHIP SKILLS 5/88 MORE TO COME
CONTINUING EDUCATION MONTHLY PER F.S. 509
MOST VALUABLE EMPLOYEE 2002
LAUBACH LITERACY TUTOR 11/90
NATIONAL ASSESSMENT TRAINER 11/90
EMPLOYEE INNOVATION YEARLY 8/90
FEHA MEMBER 91
FDAORAU-CEV's 16HRS - 4/06

*ALL CERTIFICATES AVAILABLE UPON REQUEST

## SUPPLEMENTAL INFORMATION

I HAVE RECEIVED EXTENSIVE TRAINING IN ALL AREAS OF ENVIRONMENTAL HEALTH. I STRIVE TO BE PHYSICALLY, EMOTIONALLY AND PROFESSIONALLY STRONG. I AM CONTINUALLY SETTING GOALS FOR MYSELF!!! I WAS VOTED MOST VALUABLE TEAM PLAYER 2002-2003.

## REFERENCES:

| | | |
|---|---|---|
| **KENDALL BURKETT** | STATE OF FLORIDA | BUREAU CHIEF |
| **Phone Number:** | 1-850-487-1395 | |
| **Reference Type:** | Professional | |
| **VALERIE FREEMAN** | STATE OF FLORIDA | DISTRICT ADMINISTRATOR |
| **Phone Number:** | 1-800-487-1395 | D/4 |
| ***Reference Type:*** | *Professional* | |

# Melbourne City Council
# February 10, 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.27. |

**Subject:**
Space Coast Chamber of Commerce (formerly the Melbourne Regional Chamber of Florida's Space Coast) Board of Directors

**Background/Consideration:**
Since March 1995, the City of Melbourne has been a member of the Space Coast Chamber of Commerce (formerly the Melbourne Regional Chamber of Florida's Space Coast). The Chamber's current membership program is branded as the "investor program," whereby businesses and organizations make an annual financial investment to the Chamber. The program is designed to connect community leaders and other decision makers to facilitate partnerships and to collectively strengthen the economic climate and quality of life on the Space Coast. The City of Melbourne is considered a "silver investor" through its annual $4,000 commitment, which is budgeted in the City Manager's budget.

The benefits to a "silver investor" include recognition at signature events, an allocation of funds to be put towards Chamber events and programs, and the ability to appoint one representative to the Chamber's Board of Directors. At the January 26, 2021 regular meeting, Council appointed Mayor Paul Alfrey as the city's representative on the Chamber's Board of Directors and created a policy stating that the Mayor shall serve as City Council's representative.

The new Executive Director of the Space Coast Chamber of Commerce has recommended that a city staff member serve as the representative to provide more day-to-day assistance to Melbourne businesses who are Chamber members.

Additionally, on February 4, 2026, the Melbourne Regional Chamber unveiled that the Melbourne Regional Chamber of Florida's Space Coast will become Space Coast Chamber of Commerce.

**Fiscal/Budget Impact:**
N/A

**Requested Action:**
Amend Council Policy #40 to state that a staff member delegated by the City Manager shall serve as the city's representative on the Space Coast Chamber of Commerce Board of Directors.

Outlook

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**Fw: City of Melbourne Chamber Investor Board Representation**

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**From** Joan Junkala <Joan.Junkala@mlbfl.org>

**Date** Wed 2/4/2026 6:55 PM

**To** Jenni Lamb <Jenni.Lamb@mlbfl.org>; Kevin McKeown <Kevin.McKeown@mlbfl.org>; Cynthia Dittmer <Cynthia.Dittmer@mlbfl.org>; Robert McKinzie <Robert.McKinzie@mlbfl.org>; Rebecca Thibert <Rebecca.Thibert@mlbfl.org>; Brandy Orr <Brandy.Orr@mlbfl.org>

Jenni, please see below from Anne. Let us know where you want this, CM Report or NB.

Thanks,

Joan A. Junkala-Brown, MPA
Deputy City Manager
City of Melbourne, Florida
(321) 493-1414

Sent from my iPhone, please excuse brevity and typos.

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**From:** Anne Conroy-Baiter <Anne@melbourneregionalchamber.com>
**Sent:** Wednesday, February 4, 2026 6:36:29 PM
**To:** Joan Junkala <Joan.Junkala@mlbfl.org>
**Subject:** City of Melbourne Chamber Investor Board Representation

**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.

Dear Joan,

I'm writing to ask that the City consider appointing a staff member to serve as the City of Melbourne's investor board representative. While we've appreciated the prestige of mayoral appointments, a staff representative would provide greater continuity across terms, more consistent engagement, and additional boots on the ground. This approach would also strengthen communication and coordination and enhance day-to-day support for Melbourne businesses that are Chamber members.

I would be happy to attend a City Council meeting to discuss this further and to answer any questions about the Chamber's rebrand. I appreciate your consideration and look forward to continuing our strong partnership.

Very best,

Very best,
Anne

President & CEO
Anne Conroy-Baiter

321-724-5400, ext. 235
321-368-1996 mobile
anne@melbourneregionalchamber.com
1135 W NASA Blvd., Suite 103
Melbourne, FL 32901
melbourneregionalchamber.com

Accredited Chamber
U.S. Chamber of Commerce

Florida's Space Coast
TOMORROW LAUNCHES HERE

39. **City Manager Authority Related to Accessory Leases for 801 Strawbridge Hotel, LLC (Hotel Melby)** – The City Manager has the authority to review and provide consent for accessory leases as required under Section 13 of the Mortgage and Security Agreement for 801 Strawbridge Hotel, LLC. (11/24/2020; consent agenda Item 17g.)

40. **~~Melbourne Regional~~ Space Coast Chamber of Commerce Board of Directors**: ~~The Mayor~~ A city staff member delegated by the City Manager shall serve as ~~City Council's~~ the city's representative on the ~~Melbourne Regional~~ Space Coast Chamber of Commerce Board of Directors. (1/26/2021; Item 20 provided for the Mayor to serve as the representative; reviewed with no changes 10/22/2024; amended 2/10/2026 to provide for a city staff member delegated by the City Manager to serve as the representative and to reflect the chamber's name change.)

41. **Legal Representation and Indemnification of Attorneys Employed by the City**: Resolution No. 4013 provides for the following: To the extent permitted by Section 111.07, Florida Statutes, and to the extent permitted based on common law rights as explicated by the Florida Supreme Court in Thornber v. City of Ft. Walton Beach, 568 So.2d 914 (Fla. 1990), the City will defend, hold harmless and indemnify the attorneys employed by the City against any claim, demand, action, cause of action, suit, administrative action, or formal complaint (including complaints filed with the Florida Bar and complaints filed with the Commission on Ethics), whether groundless or otherwise, arising from any act, error or omission, alleged or real, which may occur within the scope of the attorney's services and employment and/or the performance of his duties as an attorney employed by the City in the City Attorney's Office. Upon the attorney's request to the City, legal representation of the attorney shall be provided at the expense of the City. However, any attorney's fees paid from public funds for the defense of the employee when he is found to be personally liable by virtue of acting outside the scope of his employment, or as acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the City in a civil action against such employee. If the City appoints legal counsel for defense of the attorney, the attorney shall not be entitled to his choice of legal counsel. Upon the request of the attorney employed by the City, if the City fails to provide legal representation to defend the employee as provided in this policy, the City will reimburse the employee if he prevails in the action for reasonable attorney's fees and costs. The City, or its insurers, may compromise and settle any claim or suit for damages and will pay the amount of any settlement or judgment rendered thereon. (Adopted 6/8/2021.)