



City of Melbourne, Florida City Council Agenda

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

February 24, 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 Three through Two 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** - Staci Donovan, New Life Mission
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Proclamation declaring March 2026 as "Bleeding Disorders Awareness Month"
5. **Approval of Minutes** - February 10, 2026 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2026-03, Council Districts:** (Second Reading/Public Hearing) 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. (First Reading - 2/10/2026)
9. **Ordinance No. 2026-04, Business Promotions:** (Second Reading/Public Hearing) 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. (First Reading - 2/10/2026)

C. NEW BUSINESS

10. Task Order No. JEG018 to the Continuing Contract for Professional Engineering Services for Reverse Osmosis Membrane Replacement, Jacobs Engineering Group, Inc., Orlando, FL - \$59,571.
11. Task Order No. JEG019 to the Continuing Contract for Professional Engineering Services for Washwater Ponds Slab Replacement, Jacobs Engineering Group, Inc., Orlando, FL - \$69,974.
12. Task Order No. KH-C-2025-001 to the Continuing Contract for Professional Engineering Services for the City Hall Parking Garage Rehabilitation, Kimley-Horn and Associates, Inc., Melbourne, FL - \$79,330.
13. **CONSENT AGENDA:**
 - a. Purchase of DarkTrace Email Security System for the Information Technology Department, DG Technology Consulting LLC, Tampa, FL - annual cost \$56,413.39; total cost of contract \$169,240.17.
 - b. Purchase of a boomed tool-carrier unit for the Streets and Stormwater Management Division, Everglades Farm Equipment, Inc., Wellington, FL - \$313,908.91.
 - c. Purchase of traffic signal emergency vehicle preemption equipment for the Fire Department, Project No. 14225, Insight Public Sector, Inc., Tempe, AZ- \$84,970.
 - d. Mutual Aid Agreement for law enforcement assistance between the Sheriff of Brevard County, the Melbourne Airport Authority and the municipalities of Cocoa, Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne, Melbourne Beach, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne, and authorization for the City Manager and Chief of Police to execute the Agreement.
 - e. **Resolution No. 4406:** A resolution appropriating \$10,776 from the Federal Asset Sharing Fund for the purchase of paddle holsters for new handguns for the Melbourne Police Department.
 - f. **Resolution No. 4407:** A resolution authorizing the City Manager to submit a grant application to the Florida Inland Navigation District through the Waterways Assistance Program for grant funding in the amount of \$927,160 with required matching funds for the Front Street Boat Dock Replacement Project, Phase II.

- g. **Resolution No. 4408:** A resolution adopting the names "Apex Circle" and "Snook Ridge Way" as private driveways within an apartment complex to be located on South Babcock Street, north of Eber Boulevard.
- 14. **ITEMS REMOVED FROM THE CONSENT AGENDA**
- 15. **Ordinance No. 2026-05 (AV2025-0005):** (First Reading/Public Hearing) An ordinance to abandon and vacate a 30-foot-wide street right-of-way and a 15-foot-wide alleyway right-of-way at 2528 S. Harbor City Boulevard.
- 16. Substantial Amendments to the Community Development Block Grant (CDBG) and CDBG Coronavirus (CDBG-CV) Fiscal Year 2019-2020 and 2020-2021 Action Plans. (Public Hearing)
 - a. Substantial Amendments to the FY 2019-2020 and 2020-2021 CDBG Action Plans, reallocating \$14,581.23 in CDBG-CV and CDBG funding and authorization to award funding to the next highest ranking applicant in the event the MFD/EMS withdraws.
 - b. **Resolution No. 4409:** A budget resolution re-appropriating CDBG-CV and CDBG funding.
- 17. **Ordinance No. 2026-06, Ordinance No. 2026-07, and Ordinance No. 2026-08, Aloha Pet-Bird Hospital:** (First Reading/Public Hearing) Ordinances providing for Annexation, Comprehensive Plan Amendment, and Zoning designation on a 0.28± acre subject property, located at the northeast corner of East Eau Gallie Boulevard and San Juan Drive. (Owner/Applicant - Aloha Real Estate Holdings, LLC/Manuel J. Pepen) (Representative - Frank Plata, P.E., Plata Engineering, Inc.) (P&Z Board - 2/5/2026)
 - a. **Ordinance No. 2026-06/ANNX2025-0005:** (First Reading/Public Hearing) An ordinance providing for the annexation of 0.28± acres of property into the City of Melbourne corporate limits.
 - b. **Ordinance No. 2026-07/MAP2026-0002:** (First Reading/Public Hearing) An ordinance establishing a General Commercial Future Land Use.
 - c. **Ordinance No. 2026-08/MAP2026-0001:** (First Reading/Public Hearing) An ordinance establishing C-2 (General Commercial District) zoning.

18. **Ordinance No. 2026-09:** (First Reading) An ordinance amending Sections 2-29, 2-572 and 2-581 of the Melbourne City Code; amending the engineering and construction contract threshold for City Council approval and increasing the purchasing award threshold for the City Manager to \$100,000. (Requested by City Council - 1/13/2026)
19. Discussion on the City's land development review and permitting process. (Requested by Council Member Marcus Smith) (Postponed - 5/13/2025, 5/27/2025, 6/10/2025, and 7/8/2025)

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
February 10, 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 Father Scott Circe, Holy Name of Jesus Catholic Church.
2. Pledge of Allegiance
3. Roll Call

Present:

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

4. Proclamations and Presentations

Mayor Alfrey and City Manager Jenni Lamb presented Fitzroy Campbell a retirement gift in recognition of 37 years of employment with the city and his recent retirement.

Mayor Alfrey presented Judith Doyle with a volunteer service pin recognizing her 20 years of volunteer service on the Melbourne Housing Authority.

5. Approval of Minutes – January 13 and January 27, 2026 Regular Meetings.

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

6. City Manager's Report

City Attorney Adam Conley noted that due to a lack of quorum at the January 27

meeting, Council was not able to approve the minutes to the January 13 meeting which contained the approval to submit the Attorney General's advisory opinion request on the city's parking management plan. Now that the minutes have been approved, Attorney Conley will submit this request and noted that receiving a response can take between four and six months.

Council Member Mark LaRusso asked if parking management downtown is now on hold. Mrs. Lamb noted that while the city is waiting for a response, staff is also working on how parking management will work if the Attorney General's opinion directs the city not to use a third party for parking management.

Mr. LaRusso also asked if Attorney Conley received an opinion from the City Attorney of Delray Beach on this matter. Attorney Conley noted that he has not.

Council Member Mimi Hanley discussed that at the Florida League of Cities Legislative Action Days, another city mentioned a lawsuit against them for the use of parking management because of Senate Bill 180. Attorney Conley noted that a portion of that city's community claimed they were violating their City Code with the institution of paid parking. He also noted that following Council direction, the City of Melbourne is not implementing paid parking but enforcing parking regulations.

Mr. LaRusso reiterated his ask for Attorney Conley to call the City of Delray Beach's city attorney. Attorney Conley responded yes.

Mrs. Lamb advised that a letter of support was sent to FDOT on January 30, 2026 for the FRA Federal-State Partnership for Intercity Passenger Rail Grant Program. 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. Council expressed approval for the letter of support.

Mrs. Lamb also reported that 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 memo provided in the agenda packages contains additional information. Staff is requesting City Council consensus to proceed with this alternate path. Council gave consensus to move forward.

Council Member David Neuman asked if there would be some funds retained for the city's services. Mrs. Lamb responded yes.

Attorney Conley reported that 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. Council gave consensus to move forward.

Mrs. Lamb also reported that 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 legislative 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

7. Public Comments

Kristy Stuart, Love INC., asked for Council's help to expunge a water bill for a disabled woman who was just recently placed in a home through Love INC. after being homeless. Mr. LaRusso asked that staff reach out to Ms. Stuart on the subject to see how the city can help. Mayor Alfrey stated that he would call Ms. Stuart and discuss this further.

David Carol, 1396 Arnold Drive, shared his concern on the safety of his neighborhood due to drivers utilizing the street as a shortcut and not abiding by the speed limit. He noted that he would like speedbumps installed. Mayor Alfrey noted that there are many neighborhoods that are in need of traffic calming devices and requested for an item to be placed on a future regular meeting agenda to determine what neighborhoods could benefit from traffic calming devices.

Mirhonda Studeviant Silva, 1486 Beechfern Drive, invited Council and the public to attend the Black Heritage Calendar Festival at the Melbourne Auditorium on Saturday, February 21.

Joe Ciaudelli, 404 E, New Haven Avenue, invited Council and the public to the grand opening of his company, Rayvel Industries, on Tuesday, February 24.

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)

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

Moved by Smith/Bassett for approval of Ordinance No. 2026-01, based upon the findings contained in the Planning and Zoning Board memorandum. The roll call vote was:

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

Motion carried unanimously.

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)

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

Moved by Smith/Alfrey for approval of Ordinance No. 2026-02. The roll call vote was:

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

Motion carried unanimously.

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.

City Engineer James Ennis noted that 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.

Moved by Hanley/Smith for 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. Motion carried unanimously.

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.

Attorney Conley read the ordinance by its title. Assistant City Clerk Justice Stevens reported that 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 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.

Moved by LaRusso/Bassett for approval of Ordinance No. 2026-03. Motion carried unanimously.

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.

Assistant City Engineer Dani Straub provided Council with a presentation on the process of how a baffle box works, the pieces of a baffle box and the benefits they have for the Indian River Lagoon.

Mr. LaRusso asked if the baffle boxes' technology is improving. Mrs. Straub explained the differences between the older boxes and the newest ones. She also noted that they are being upgraded with every generation and are more innovative. She also noted that the city will be budgeting for a new vacuum truck in the next budget year.

Mrs. Straub reported that staff evaluated the 140+acre drainage basin at the Riverview Park Baffle Box 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.

Moved by Neuman/Smith for 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. Motion carried unanimously.

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.

Mrs. Straub reported that 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.

Moved by Neuman/Alfrey for approval of Task Order No. DRMP-I-2025-004, to DRMP, Inc. of Merritt Island, FL, for the Melbourne Cemetery Baffle Box, Project No. 20124, in the amount of \$127,750.00. Motion carried unanimously.

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.

Mrs. Straub reported that 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.

Moved by Neuman/Bassett for approval of Task Order No. DRMP-I-2025-005, of DRMP, Inc. of Merritt Island, FL, for the Line Street Cemetery Baffle Box, Project No. 20224, in the amount of \$121,050. Motion carried unanimously.

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.

Mrs. Straub reported that 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.

Moved by Neuman/Alfrey for 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. Motion carried unanimously.

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.

Public Works and Utilities Director Jennifer Spagnoli reported that 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 disburseable amount of the agreement is \$26,168,475.

Moved by Neuman/LaRusso for approval of Resolution No. 4404. Motion carried unanimously.

Moved by Neuman/Smith for approval of Resolution No. 4405. Motion carried unanimously.

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.

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

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.

Finance Director Ross McGinn reported that 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 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.

Moved by Neuman/LaRusso for approval of Resolution No. 4398. Motion carried unanimously.

Moved by Neuman/LaRusso for approval of Resolution No. 4399. Motion carried unanimously.

Council convened 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.

Moved by Neuman/Alfrey for approval of Resolution No. 4400. Motion carried unanimously.

Council reconvened for the remaining items.

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

Mr. McGinn provided Council with a presentation highlighting the city's General Fund's revenue trends in FY 2026, how these trends have or have not followed the city's projection and the fund's expenditures. He also reported that 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 report in the agenda package 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. The net changes recommended to fund budgets in the first quarter budget review were provided to Council.

Ms. Hanley asked why the Harbor City Golf Course has financially declined this year. Mr. McGinn noted that over the last three years, one of the two city courses have been closed during the season for updates. He also noted that since this course is larger, it requires more maintenance and other work to be done and a rate study for the course may be in the near future. Ms. Hanley asked if the golf course income is staying in its own fund rather than being used in other ways. Mr. McGinn noted that these funds are staying separate from any other funds.

Mr. LaRusso challenged the Council to find ways to keep from tax the citizens more during the next budget season.

Moved by Neuman/LaRusso for approval of Resolution No. 4401. Motion carried unanimously.

- 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)

Community Development Director Cindy Dittmer reported that 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 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.

Mr. LaRusso stated that he received a call from a citizen who was asking to rename six streets in Melbourne. He asked if there is an established number of streets that the city can rename. Mrs. Lamb stated that there is a procedure in the City Code for renaming streets and each individual street would have to be looked at to determine if there is a reason the street name can or cannot be changed, but there is not a set number of streets that can be renamed. She noted that staff will look into the streets that are being requested to be renamed.

Council Member Marcus Smith asked what the difference was between the local and national designations for historical buildings. Mrs. Dittmer shared these differences.

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

Moved by Neuman/Bassett for approval of Resolution No. 4402. Motion carried unanimously.

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

Mrs. Dittmer reported that 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.

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.

Mrs. Dittmer provided the proposed maximum tree removal thresholds.

Mr. LaRusso asked what it looks like for existing developments versus undeveloped property. Mrs. Dittmer noted that when this initial fee resolution came to Council this was highlighted under a different section that shares how the fee amount would differ based on what kind of tree it is and other aspects.

(Council Member David Neuman stepped out of the chamber at 8:17 p.m.)

Moved by Hanley/Bassett for approval of Resolution No. 4403. Motion carried unanimously. Mr. Neuman was not present for the vote.

(Mr. Neuman returned to the chamber at 8:19 p.m.)

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.

City Clerk Kevin McKeown reported that 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). Mr. McKeown provided Council with two options for Council to move forward with: a) 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; b) an applicant may conduct business promotions for a total of 60 days per year and other special events for a total of 30 days per year.

Mr. Smith asked why Option B is not staff's recommendation. Mr. McKeown noted that Option A helps staff track how many days they are utilizing, where Option B would create confusion for business owners who are applying for events on their private property. Attorney Conley shared that following Council's direction to staff previously, the goal was to provide property owners with more opportunity to host more events that do not require city services. He also noted that the presentation of these options were to clarify Council's intent on the topic.

Vice Mayor Julie Kennedy reminded Council that this discussion took place as a result of a small business wanting to do more fundraising events on their private property. She noted that she would like to grant more days to the businesses that want to host more events.

Mr. LaRusso discussed how the restaurant businesses are struggling and need more options to grow. He noted that he would like to choose Option A but with the possibility to change to Option B in the future if it is not helpful for the businesses of Melbourne.

Mr. Neuman noted that he also agrees with Mr. LaRusso where Option A is selected and then expand to Option B in the future if needed.

Moved by Hanley/Neuman for approval of Ordinance No. 2026-04. Motion carried unanimously.

24. Discussion regarding the Beautification and Energy Efficiency Board (BEEB).

Ms. Spagnoli reported that 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.

Mr. Smith noted that it may be a good time to do an overview of all city boards.

Mr. LaRusso asked if any BEEB members were in attendance. Ms. Spagnoli noted that none of the members were in attendance, but they were all invited to the meeting. Mr. LaRusso also noted that the BEEB's goals are unachievable so implementing a new strategy could be warranted. If the BEEB wants to present a new strategy to Council, it's worthy of a conversation, but Mr. LaRusso would like to hear more from the members versus just the memo they provided.

Mr. Neuman noted that he was under the impression that Council has been approving their requests and does not understand why there is any push back from the BEEB. Mr. Neuman also mentioned that their meetings are not taking place due to attendance problems and it may be in Council's best interest to dissolve the board.

Mr. Smith provided his opinion not to dissolve the board, but to look at their overall strategy and purpose and make some changes.

Mrs. Lamb shared that the BEEB has been tasked with certain items to research and recommend, however, they are now asking for Council to recommend items to them for approval.

Mr. Neuman asked what the process would be to dissolve the BEEB. Attorney Conley noted that with Council's approval, staff will prepare an ordinance for this code change.

Moved by Neuman/Alfrey for approval for staff to draft an ordinance to dissolve the Beautification and Energy Efficiency Board. Motion carried. Mr. LaRusso voted nay.

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

Mr. Smith noted that he 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.

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.

Tyrone Bryan, 3151 S. Babcock Street, and Joseph McNeal, 804 Poplar Lane, shared their endorsement of this project. They invited Council to attend a prayer breakfast on February 21 to pray for the for the City of Melbourne's success.

Major Washington, 1635 Mareello Drive, shared his opinion on the importance of approving this project.

Mr. Smith asked for Council's consensus for staff to research grants to fund this project.

Mr. LaRusso reminded Council that in a previous year Council approved the donation of a portion of Riverview Park for the Founders Monument.

Mr. Neuman noted that although Mr. Smith is not requesting financial help with this project, the staff time that will occur will ultimately cost the city. He also shared the idea of having external organizations head the project while the city would assist when it comes to any code changes that would need to occur. Mr. Smith suggested a brainstorming session to help get the project started.

Mayor Alfrey shared his concern with the large scale of this project and he would rather work on the projects that are already in the works like the Founder's Monument and updates to the American Legion. Mr. Smith noted that he sees this project in phases as the city grows.

Ms. Hanley also shared her concern with how large of a project this is and she would like to work on projects that are already in the works.

Mr. Neuman asked if both himself and Mr. Smith can attend the Melbourne Downtown CRA meetings due to the content at the meetings and the Sunshine Law. Attorney Conley cautioned him to attend in a listening capacity rather than a speaking capacity.

Attorney Conley also asked what exactly is Council's direction on this project when directed to staff.

Mayor Alfrey asked if Mr. Smith talked to the TDC about funding this project and recommended that he asks them.

Mr. LaRusso suggested that the city look at this project and find what is the most important to Council to tackle first. He asked Mr. Smith to come back with more direction.

Mrs. Lamb asked for verification on who the brainstorming session would be with. She also noted that staff has provided resources and grant opportunities to members of the historic Melbourne community. She also shared her concern with

the amount of staff time that would be needed due to the amount of large projects that are already in the works.

Mayor Alfrey noted that his priority is to finalize the parking garage in Downtown Eau Gallie.

Mr. Smith thanked Council for their input and would like to bring this item back when there is staff availability.

Vice Mayor Kennedy asked that when Mr. Smith brings this project back to Council, he have more specific details and a possible design.

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.

(Mr. LaRusso stepped out of the chamber at 9:23 p.m.)

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

(Mr. LaRusso returned to the chamber at 9:26 p.m.)

- b. Melbourne Downtown CRA Advisory Committee

Moved by Kennedy/Neuman to reappoint JoAnn Davis, John Lucas, Gerry Smith as regular members. Motion carried unanimously. (Terms of Davis, Lucas and Smith: February 23, 2026 through February 22, 2029; three-year term.)

Moved by Neuman/Alfrey to appoint Chris Adams as a regular member. Motion carried unanimously. (Term: February 10, 2026 through February 22, 2027; unexpired three-year term.)

Moved by Neuman/Alfrey to appoint Stefan Hartmann as an alternate member. Motion carried unanimously. (Term: February 10, 2026 through February 22, 2027; unexpired three-year term.)

Stefan Hartmann, 2196 Colony Drive, shared his excitement for what he can bring to the Melbourne Downtown CRA.

c. Planning and Zoning Board

Mayor Alfrey nominated Nancy Garmer, Carol Hudgens and Stefan Hartmann as regular members.

Moved by Alfrey/Neuman to appoint Nancy Garmer, Carol Hudgens and Stefan Hartmann as regular members. Motion carried unanimously. (Terms of Garmer and Hudgens: February 10, 2026 through December 2, 2027; unexpired three-year term; Term of Hartmann: February 10, 2026 through December 2, 2026; unexpired three-year term).

Mr. LaRusso nominated Leigh Hinton as an alternate member and Mr. Neuman nominated Dan Liparini as an alternate member as well.

Moved by Alfrey/Neuman Dan Liparini as the first alternate member and Leigh Hinton as the second alternate member. Motion carried unanimously. (Terms of Liparini and Hinton: February 10, 2026 through December 2, 2027; unexpired three-year term.)

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.

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 Anne Conroy-Baiter, Cocoa Beach,

Ms. Hanley shared her opinion on having a staff member be the city's representative on the board of directors.

Mr. Neuman recommend having a Council Member on the board rather than a staff member.

Anna Conroy-Baiter, Executive Director, Space Coast Chamber of Commerce, shared that either staff or elected would have great impact on the board of directors.

Mayor Alfrey notes that having the city's economic development staff member on the board would his recommendation.

Mr. LaRusso shared his concern that Council and the Chamber were drifting apart, and he would recommend having an elected official as the representative.

Mr. Smith agreed with having an elected official at the representative.

Mrs. Lamb asked that if Council decided to approve an elected official as the representative, that Council provide a report for staff. She also asked if the city can have staff attend the meeting even if an elected official is selected. Ms. Conroy-Baiter noted that she can request a position for both a staff member and an elected official be created for the City of Melbourne.

Mrs. Kennedy asked if the second seat would be a voting or non-voting seat. Ms. Conroy-Baiter replied that the seat would be non-voting.

Moved by LaRusso/Alfrey for the amendment to Council Policy #40 to state that Council will appoint the Mayor or a Council Member to serve as the city's representative on the Space Coast Chamber of Commerce Board of Directors. Motion carried unanimously.

Moved by Alfrey/LaRusso to appoint Council Member David Neuman as the city's designated representative. Motion carried unanimously.

Added to the agenda:

28. Legislative Update

Mrs. Lamb updated Council that staff has been tracking legislation from the state and she has asked that Mr. McGinn give a presentation on the property taxes bill and how that will impact the city.

Mr. McGinn provided Council with a PowerPoint highlighting the options for the

city if the following occurs: elimination of the Homestead Property Tax, Business Tax Receipts and the elimination/cap of Enterprise Transfers to the General Fund.

Ms. Hanley noted that while attending the Florida League of Cities Legislative Action Days, it was discussed that the senate has put a pause on the topic due to all of the differing opinions.

Mr. McGinn provided Council will ways to obtain the revenue that will be lost if this bill is passed.

Mayor Alfrey asked how taxes would be collected for public schools. Mr. McGinn noted that these taxes will still be collected.

Mr. Smith asked what the revenue replacement is for this. Mr. McGinn noted that there is no replacement for this revenue.

Mr. McGinn continued with options to increase revenue to include a Fire Assessment Fee, increased state sales taxes, eliminating departments, consolidating the Fire Departments, and reducing services. He also shared that there are some items that have unclear impacts to include CRA funded projects and bond ratings

Mrs. Lamb also reported that staff is following the Local Utility Services bill that, if passed, will affect the city by having to adjust the rates for extraterritorial customers or deciding to charge extraterritorial customers the same amount as local customers. If Council decided to charge the same amount, a significant portion of revenue would be lost in the utilities fund. She also reported that staff is tracking the Provision for Municipal Utility Service to Owners Outside the Municipal Limits bill and shared the effects of this bill. She noted that she spoke to Senator Debbie Mayfield about the city's concerns with this bill. Lastly, Mrs. Lamb shared that staff is following a few more bill and will continue to follow any changes that the city would need to make.

Mr. Neuman asked if Mrs. Lamb could provide an update on appropriations at the next City Council meeting.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Mr. Neuman asked for an item to be placed on a future agenda to discuss the options for consolidating the functions of the Zoning Board of Adjustment (ZBOA) to another board.

Attorney Conley noted that combining the Planning and Zoning Board and the Zoning Board of Adjustment is a possible option. His only concern is that the ZBOA is mentioned in the city's Charter, but staff will provide the options for combining the boards.

Mr. LaRusso shared his opinion that judicial boards should stay the way they are.

There were no objections from City Council for staff to provide some options for consolidating the functions of the Zoning Board of Adjustment.

Mr. Neuman requested that city staff review the attendance and functions/duties of the city's non-quasi-judicial boards and provide information back to Council. Mr. Neuman also asked to have a discussion item placed on an upcoming agenda to appoint a member of Council to the city's seat on the Economic Development Commission. There were no objections from City Council.

Council Member Rachael Bassett thanked the Parks and Recreation staff and members of the community for helping her host the farm share in early February.

Ms. Hanley shared of Larry Lakowski's passing. Additionally, she asked to have the owner of Urban Bikes come to a future meeting and discuss the differences between an E-Bike and an E-Motor and the safety issues with both. Mr. LaRusso noted that it would be beneficial to have him attend the discussion Council will be having on the issues with E-Bikes.

Ms. Hanley also asked Council for their approval to attend the Florida League of Cities FAST Fly-In in Washington D.C. There was Council consensus for Ms. Hanley to attend the event.

Mr. Smith asked for a discussion on changing the city's policy on first-time paving of unpaved streets. Council did not provide consensus for this discussion.

Mr. Smith also asked that the City Council meetings stream on more platforms than only on the website. Mrs. Lamb noted that the meeting video is posted on the city's Facebook page as well.

Mr. LaRusso asked for Council's consensus for him to meet with the city's lobbyist in Tallahassee to get in-person information on what legislation is coming to the city from the state level. Council provided consensus for Mr. LaRusso to perform this travel.

Vice Mayor Kennedy reminded Council that when Council travels, they are speaking for Council and not just themselves.

E. ADJOURNMENT

The meeting adjourned at 10:56 p.m.

/s/ Justice Stevens, Assistant City Clerk – February 18, 2026

Approved by Council:

Memorandum

To: Mayor and Council
From: Jenni Lamb, City Manager
Date: February 19, 2026
Subject: City Manager's Report – Meeting of February 24, 2026

Updates:

As directed by City Council at the September 11, 2025 regular Council meeting, staff has prepared and posted a "Request for Letters of Intent to Purchase" for disposition of City-owned property located at 695 E. University Boulevard, the former office space of the Housing and Urban Improvement Division of the Community Development Department. The solicitation has been advertised in the Florida Today and made available via DemandStar for 30 days, with submissions due by 5 p.m. on Monday, March 16. Staff will review all submittals, select the submittal that is in the City's best overall interest, and commence a 30-day exclusive negotiation period to prepare a contract for sale for City Council approval.

<https://www.demandstar.com/app/buyers/bids/521830/details>

Retirements:

- Fitzroy Campbell, Water Production Operator C, on February 12, 2026, after 37 years of service.
- Maureen Reese, Customer Service Representative II, on March 2, 2026, after 14 years of service.

CITY MANAGER'S ACTIVITY REPORT JANUARY 2026

For Activity from January 1 to January 31, 2026

Public Assembly Permits Issued

- 1/3/26 Riverview -TCS Foods - Farmer's Market
- 1/4/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 1/10/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 1/10/26 Riverview - TCS Foods - Farmer's Market
- 1/11/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 1/17/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 1/17/26 Riverview - TCS Foods - Farmer's Market
- 1/18/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 1/24/26 Eau Gallie Square - Carrie Thomas - Farmer's Market
- 1/24/26 Riverview - TCS Foods - Farmer's Market
- 1/25/26 Riverview - Chris Bancroft - Food Not Bombs Homeless Feeding
- 1/31/26 Riverview - TCS Foods - Farmer's Market
- 1/31/26 Eau Gallie Square - Carrie Thomas - Farmer's Market

Purchases Approved by the City Manager

- Installation of one 20' X 20' Rectangular Gable Shelter at Jimmy Moore Tennis Complex, Play Space Services, Inc., Melbourne, FL - \$15,528.36.
- Purchase one 20' X 20' Rectangular Open Gable Shelter with 10' Eave for Jimmy Moore Tennis Complex, Advanced Recreational Concepts, LLC, Melbourne, FL - \$31,021.52.
- Sixth Amendment for Fire and Intrusion Alarm Monitoring Services for various City Buildings with SecurPoint Corporation, Melbourne, FL for an estimated annual cost of \$12,000 and an estimated total contract cost of \$36,000.
- Renewal of RecTrac software for the Parks and Recreation Department, Vermont Systems, Inc., Essex Junction, VT - \$26,282.95.
- Approval of a three-year Clearview AI software agreement, Clearview AI, Inc., New York, NY - year one cost of \$7,875.00 and a total agreement amount of \$45,905.
- Change Order #1 to fund Optional Task #10 as provided in the City's contract with Berry, Dunn, McNeil & Parker, LLC, Portland, ME for consulting services for an Information Technology Master Plan, Project No. 18424 - \$27,720.
- Renewal of VMware vSphere Foundation license subscriptions and maintenance for Supervisory Control and Data Acquisition (SCADA) servers for Water Production, SHI, Inc., Somerset, NJ - \$21,365.76.
- Purchase of engine repair services for the vac-truck for the Stormwater Division, Cumberland International Trucks of Florida, Orlando, FL - total estimated amount of \$16,284.91.
- Increase an existing purchase order by \$4,665.00 for printing and binding services Lakhani Corporation Palm Bay, FL — Total purchase order amount \$16,665.
- Purchase of a Pentair Aurora booster pump for the Water Production Division, Barney's Pumps, Lakeland, FL - \$48,624.

- Purchase of PA 110 PWG dry anionic polymer for the Water Production Division, KED Group, Inc., Indialantic, FL- estimated amount of \$40,700.
- Contract award for Financial Feasibility Study and Constructability of a Convention Center/Exhibit Hall, Pizzuti Solutions LLC, Columbus, OH - \$74,684.

Engineering Activity

Consultant Task Orders

- ***Task Orders Approved by City Manager***
 - Stone Magnet Middle SRTS Sidewalk Improvements, Project No. 85422, Change Order No. 4 consists of five additional work items and an additional twenty-two non-compensable calendar days to the contract time. Item # 1: a potential conflict between the proposed sidewalk and existing ditch bottom inlet corrugated metal outfall pipe was identified. Item # 2: an existing and abandoned FPL utility pole on Lipscomb St. was in conflict with the new 4" concrete sidewalk, Item #3: a design modification was proposed and accepted by the City to modify the top of the existing structure to eliminate the drop off condition at the sidewalk. Item #4: a design modification was proposed and accepted by the City to modify the existing flume to eliminate the drop off condition at the sidewalk, Item #5: the contractor's work was affected by inclement weather on two days. These days were documented and no additional costs are associated with the additional contract time, W.T. Comp, Inc., \$13,573.35.
 - Stone Magnet Middle SRTS Sidewalk Improvements, Project No. 85422, Change Order No. 5 decreases the final contract amount, the contractor completed the contracted work on November 20, 2025, W.T. Comp, Inc., (\$46,733.33).
 - Annual Resurfacing Program, Project No. 68024, Work Order No. 10 consists of pipe point repair of multiple pipe sizes on various streets, Shenandoah General Construction, Inc., \$35,000.00.

Development Plan Approvals

- ***Substantially Approved Plans (Pending Pre-construction Meeting)***
 - LAI-KWAN-JIMENEZ, ENGR2024-0010, New parking area and required landscaping.
 - Jackson Street 10-Plex, ENGR2024-0017, Construction of 10 multifamily building with associated parking, utilities and stormwater management system.
 - Hyde Parkway Apartments, ENGR2024-0021, Demo of existing church, fellowship hall and construct a new 4-unit townhome complex.
 - Florida Recycle and Garden Center, ENGR2024-0024, improvements to Recycle Center and the addition of a 900 SF Garden Center.
 - The ABC Company, ENGR2025-0002, Construction of 67,200 Sf of warehouse with associated site improvements.

- VFW 4206 Parking Expansion, ENGR2025-0004, A parking lot expansion and stormwater upgrades for the existing building to provide additional parking. There are no proposed structural changes or utilities changes to the existing building. There is no existing permit for Stormwater treatment for the existing site. Tree preservation has been fully maximized feasible.
- View Apartments, ENGR2025-0006, The proposed improvements consist of a 115 Foot tall 10-story, 246-unit multifamily building with multistory parking garage with four parking decks. This will require a conditional use approval for the additional height.
- Dairy Queen, ENGR2025-0016, 2495 N. Wickham Rd.
- Walmart 1702 EV Charging Station Install, ENGR2025-0022, Installation of EV chargers in parking lot. Requires restriping of existing parking stalls for new EV charging stalls, transformer and switchgear.
- Torrence Townhome Subdivision, ENGR2025-0023, 8 Lot subdivision with associated site improvements.
- Tropical Haven, UTIL2025-0002, Sewer Bursting Plan.
- **Approved Plans**
 - Apollo Providence Place, ENGR2025-0018, The historical use of the project property included a car dealership. The 21,738 square foot building has since been removed. The remaining existing onsite improvements will be removed as part of this project. The proposed improvements consist of a new 4-story, 120-unit affordable housing apartment building with onsite resident amenities for very low and extremely low-income households. Among other things construction includes new paved parking, onsite stormwater treatment and new utilities to support the development. Refuse needs will be serviced by an onsite dumpster proposed to be rolled out of an indoor enclosure during identified pick up times.
 - Medical Mobility, ENGR2025-0024, Construction of 4,000 sf warehouse to an existing business known as Medical Mobility.
 - Dutch Bros. FL 2901, UTIL2025-0005, The proposed project includes the construction of a Dutch Bros drive-through coffee shop within an outparcel of the Lowe's development tract.

Development Final Inspections

- **Final Inspections**
 - Fairfield Inn, ENGR-2017-00008, An approximate 6,985 sq ft building with 91 units located at 2450 N. Hwy. A1A.
- **Certificate of Completions Issued**
 - Atlantic Plaza Mini Storage Expansion, UTIL2024-0013, Addition of a second building, 16,318 SF, one story with 109 storage units. No water services within the building. Requesting water for fire and hydrant connection only.

Miscellaneous

- **Capital Improvement Projects**
 - **Pre-Construction Meetings**
 - None this period.

- **Total Applications Reviewed**
 - Permits/Plans: 109.
 - Right-of-Way Permits Approved: 10.

Engineering Construction Plan Submittals

- 408 Strawbridge Building, ENGR2026-0002, Construction of a two-car garage & six parking spaces.
- Melbourne-Orlando Int'l Health First Hangar, ENGR2026-0003, this project consists of clearing an existing vacant parking lot and constructing a +/- 6,100 SF aircraft hangar with an attached +/- 3,700 SF office building.
- Chipotle Restaurant, ENGR2026-0004, this project includes the redevelopment of an existing carwash into a new single story 2,212 SF restaurant with pick up window.
- GALAXY 2.0, ENGR2026-0005, this project proposes the construction of a 4,500 SF industrial flex space building with associated parking and infrastructure Improvements.

Development Activity

Formal Application Submittals

- MAP2025-0016 / DA2026-0001 / PDP2025-0001 / The Pines East: A Zoning Map Amendment request to change the existing AEU (Agricultural Estate Use District) zoning to PUD (Planned Unit Development) zoning on 304± acres with a Preliminary Development Plan request for a 538-lot subdivision on the 304± acres, located east of the St. Johns Heritage Parkway, south of US 192, and north of the Melbourne Tillman C-54 Canal. [Council District 5]
- ANN2025-0006 / MAP2025-0014 / MAP2025-0015 / PDP2025-0002 / The Pines West: Annexation, Comprehensive Plan (Major) Map Amendment establishing a Low Density Residential Future Land Use, Zoning Map Amendment request establishing PUD (Planned Unit Development) zoning and a Preliminary Development Plan request for a 327-lot subdivision on 120± acres, located east of the St. Johns Heritage Parkway, south of US 192 and north of the Melbourne Tillman C-54 Canal. [To be annexed into Council District 5]
- Both The Pines East and The Pines West will be subject to a Developer's Agreement in conjunction with the above referenced requests.
- ANN2026-0002 / MAP2026-0005 / MAP2026-0006 / 1634 Pine Hill Drive: Annexation, Comprehensive Plan (Minor) Map Amendment establishing Low Density Residential Future Land Use, and Zoning Map Amendment establishing R-1A (Single-Family Low Density Residential District) zoning on 0.20± acres of property located on the north side of Pine Hill Drive, east of North Wickham Road, and south of Kingston Lane. [To be annexed into Council District 6]
- ANN2025-0005 / MAP2026-0002 / MAP2026-0001 / Aloha Pet and Bird Hospital: Annexation, Comprehensive Plan (Minor) Map Amendment establishing General Commercial Future Land Use, and a Zoning Map Amendment establishing C-2 (General Commercial District) zoning on 0.28± acres of property located at the northeast corner of East Eau Gallie Boulevard and San Juan Drive (948 East Eau Gallie Boulevard). [To be annexed into Council District 2]

- CU2026-0001 / The Creative Playground: A Conditional Use request to allow the sale and consumption of alcoholic beverages (beer and wine) on premises in conjunction with indoor arts and crafts classes in a 1,654±-square foot unit on 0.02±-acre developed acres, zoned C-3 (Central Business District), located on the west side of Highland Avenue, south of Eau Gallie Boulevard and north of Montreal Boulevard (1416 Highland Avenue). [Council District 2]

New Construction

- 2495 N Wickham Rd Melbourne FL 32935, Restaurant, Dairy Queen
- 325 East Dr Melbourne FL 32904, Warehouse Addition, Melbourne Architects

Certificates of Occupancy

- 2401 N Harbor City Blvd Melbourne FL 32935, Change of Occupancy, Eley Family Dentistry

Internet Statistics

- Users – 53,000
- Pageviews – 133,000

Parks and Recreation Rentals

| Facility Name | Number of Rentals |
|--|-------------------|
| Ballard Park Pavilions | 18 |
| Brothers Park | 0 |
| Crane Park Pavilion | 1 |
| Eau Gallie Square | 5 |
| Front Street Gazebo | 0 |
| Front Street Pavilions | 0 |
| Jimmy Moore Pavilion | 0 |
| Eddie Lee Taylor, Sr. Park Pavilion | 3 |
| Pineapple Park Gazebo | 0 |
| Riverview Park Pavilions | 11 |
| Sherwood Pavilion | 0 |
| Southwest Pavilion | 0 |
| Wells Park | 0 |
| Eau Gallie Civic Center | 21 |
| Crane Community Center | 7 |
| Front Street Civic Center | 15 |
| Joseph N. Davis Community Center | 0 |
| Eddie Lee Taylor, Sr. Community Center | 3 |
| Melbourne Auditorium | 8 |
| Wickham Park Community Center | 31 |

Water & Sewer Connection Permits

| Inside City | Water | Sewer |
|---------------------|--------------|--------------|
| Residential | 3 | 2 |
| Commercial | 0 | 0 |
| Outside City | Water | Sewer |
| Residential | 5 | 5 |
| Commercial | 0 | 0 |
| Relinquish Capacity | 0 | |
| New Connections | 8 | |

Police Services

| Type of Service | Number |
|------------------------------------|---------------|
| Calls for Service Answered | 9381 |
| Traffic Contacts | 1596 |
| Traffic Citations Issued | 1125 |
| Parking Citations Issued | 14 |
| General Arrests | 207 |
| Narcotics Incident Offense Reports | 6 |
| Narcotics Arrests | 83 |

City Employment

| New Hires | Separations |
|------------------|--------------------|
| Full-time – 16 | Full-time – 10 |
| Part-time – 1 | Part-time - 3 |

Code Compliance Services

| | |
|------------------------------|------|
| Fire Prevention Inspections | 592 |
| Building Inspections | 1310 |
| Building Permits | 587 |
| Code Enforcement Inspections | 55 |
| Non-permitted Signage | 384 |

Fire Services

| | |
|---------------------|------|
| Residential | 2 |
| Commercial | 3 |
| Other | 23 |
| Mutual Aid | 5 |
| Rescue | 1089 |
| Miscellaneous | 412 |
| Total Fire Services | 1534 |

**HOUSING & URBAN IMPROVEMENT DIVISION
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP)**

State Housing Initiatives Partnership (SHIP) Program

- The Homeowner Housing Rehabilitation program conducted a pre-construction conference to initiate a rehabilitation project at 3332 Testimony Street.

HOME Investment Partnerships Program (HOME)

- On Friday, January 30, the City Manager, Community Development Director, and Housing & Urban Improvement Division staff attended the dedication and ribbon-cutting ceremony for the newly constructed home at 1204 Reverend Nathaniel L. Harris Street. The home was built by Macedonia Community Development Corporation of Brevard in partnership with the City, with a funding award of \$194,772.06, highlighting a collaborative effort to expand affordable housing in the community.

Business Tax Receipts Issued

| Business Name | Address | Application Date | Business Type | Business Location |
|--|--|------------------|--|-------------------|
| Tropic Car Wash Llc | 2772 Sarno Rd Melbourne, FL 32935 | 7/9/2024 | | Commercial |
| Nursing And Rehabilitation Center Of Melbourne By Harborview Llc | 3033 Sarno Rd Melbourne, FL 32934 | 8/14/2025 | Nursing And Personal Care Facilities | Commercial |
| K Kazoku Llc | 3945 W Eau Gallie Blvd Unit: 109 Melbourne, FL 32934 | 9/19/2025 | Restaurants, Cafeterias | Commercial |
| Alfrey, Paul S | 2885 Electronics Dr Unit: C3 Melbourne, FL 32935 | 11/7/2025 | Contractor: Roofing | Commercial |
| American Consulting And Inspections, Llc | 2885 Electronics Dr Unit: C3 Melbourne, FL 32935 | 11/7/2025 | Business Services | Commercial |
| Crepe O'clock Llc | 919 E New Haven Av Melbourne, FL 32901 | 11/24/2025 | Bakery, Retail | Commercial |
| Thai Kazumi Llc | 291 E Eau Gallie Blvd Melbourne, FL 32937 | 12/9/2025 | Restaurants, Cafeterias | Commercial |
| Shri Ranchhodraiji Llc | 1585 Aurora Rd Melbourne, FL 32935 | 12/9/2025 | Grocery Stores, Convenience Stores, Supermarkets | Commercial |
| Life Debugged Inc | 1747 Evans Rd Unit: Ste 118 Melbourne, FL 32904 | 12/11/2025 | Counselor, Social Worker | Commercial |
| Longworth, Nickolas J | 310 N Wickham Rd Unit: 134 Melbourne, FL 32934 | 12/11/2025 | Contractor: General | Commercial |

City Manager's Activity Report
January 2026

| | | | | |
|--------------------------------------|---|------------|--------------------------------------|-----------------------|
| Assuage Fusion Spa Llc | 4881 Dairy Rd Unit: 438 Melbourne, FL 32904 | 12/15/2025 | Massage Therapist | Home Base Business |
| Touch Of Class Boutique Llc | 1700 W New Haven Av Unit: 677a Melbourne, FL 32904 | 12/16/2025 | Merchants, Retail And Wholesale | Commercial |
| Aeg Florida Llc | 2420 S Babcock St Melbourne, FL 32901 | 12/18/2025 | Professional Firm, Office, Clinic | Commercial |
| Queen Pilates Studios, Llc | 785 N Wickham Rd Unit: 104 Melbourne, FL 32935 | 12/18/2025 | Schools | Commercial |
| Collett, Annie Michelle | 2420 S Babcock St Melbourne, FL 32901 | 12/18/2025 | Optometrist | Commercial |
| Zippi, Blake Oakley | 2420 S Babcock St Melbourne, FL 32901 | 12/18/2025 | Optometrist | Commercial |
| Gen Nail And Spa Llc | 5183 N Wickham Rd Unit: 105 Melbourne, FL 32940 | 12/30/2025 | Beauty Salon | Commercial |
| Casa Gonzalez Restaurant Llc | 2916 Aurora Rd Melbourne, FL 32935 | 12/30/2025 | Restaurants, Cafeterias | Commercial |
| Ginny's Crochet Llc | 3205 Cerulean Ct Melbourne, FL 32904 | 1/5/2026 | Direct Selling Establishments | Home Base Business |
| Athlete To Average Llc | 311 Hailwood Dr Melbourne, FL 32901 | 1/5/2026 | Personal Services | Home Base Business |
| Medical Associates Of Brevard Llc | 1616 S Apollo Blvd Melbourne, FL 32901 | 1/7/2026 | Professional Firm, Office, Clinic | Commercial |
| Perfection Bar Llc | 715 Cheyenne Av Melbourne, FL 32935 | 1/7/2026 | Personal Services | Home Base Business |
| Barnes And Quesada Llc | 1692 W Hibiscus Blvd Melbourne, FL 32901 | 1/8/2026 | Professional Firm, Office, Clinic | Commercial |
| Golden Hour Tattoo Llc | 1520 Highland Ave Unit: Ste 123 Melbourne, FL 32935 | 1/13/2026 | Personal Services | Commercial |
| Brite & Boujee Llc | 1520 Highland Ave Unit: Ste 107 Melbourne, FL 32935 | 1/13/2026 | Personal Services | Commercial |
| Americo Leyva | 1600 W Eau Gallie Blvd Unit: #205 D Melbourne, FL 32935 | 1/13/2026 | Contractor: Roofing | Commercial |
| Atlantis One Roofing Llc | 1600 W Eau Gallie Blvd Unit: #205 D Melbourne, FL 32935 | 1/13/2026 | Professional Firm, Office, Clinic | Commercial |
| Laura Thomas Llc | 4720 Pagosa Springs Cir Melbourne, FL 32901 | 1/14/2026 | Consultants | Home Base Business |

City Manager's Activity Report
January 2026

| | | | | |
|--------------------------------|--|-----------|------------------------------------|--|
| Bailes Glass Inc | 455 Distribution Dr Melbourne, FL 32904 | 1/14/2026 | Construction Service | Commercial |
| Incontrolenterprises Llc | 999 Mobile Food Citywide | 1/15/2026 | Mobile Food Dispensing Vehicle | City Wide (Mobile Vending, Soliciting- Canvassing) |
| Stn Oceanview Inc | 3700 N Harbor City Blvd Unit: 2-E Melbourne, FL 32935 | 1/16/2026 | Consultants | Commercial |
| Stn Oceanview Inc | 3700 N Harbor City Blvd Unit: 2-E Melbourne, FL 32935 | 1/16/2026 | Consultants | Commercial |
| 321 Skin Club Llc | 3200 N Wickham Rd Unit: 2 Melbourne, FL 32935 | 1/16/2026 | Beauty Salon | Commercial |
| Alicea, Pedro Antonio | 640 Moffatt Pl Melbourne, FL 32901 | 1/20/2026 | Construction Service | Home Base Business |
| Blandford, Alexander | 175 E Nasa Blvd Unit: Ste 201 Melbourne, FL 32901 | 1/22/2026 | Physician | Commercial |
| In Motion Aba Inc | 20 E Melbourne Ave Unit: 103 And 104 Melbourne, FL 32901 | 1/22/2026 | Business Office | Commercial |
| Somax Infinity Llc | 1950 N Wickham Rd Melbourne, FL 32934 | 1/27/2026 | Janitorial Services | Commercial |
| The Creative Playground Llc | 1416 Highland Av Melbourne, FL 32935 | 1/28/2026 | Merchants, Retail And Wholesale | Commercial |
| Schindler, Robert Patrick | 3200 N Wickham Rd Unit: #1 Melbourne, FL 32935 | 1/29/2026 | Optometrist | Commercial |



**Melbourne City Council
February 24, 2026
City Manager's Item Report**

| | |
|--|---------------------|
| Department: | City Clerk's Office |
| Presenter: | Justice Stevens |
| Council District: | 2, 5 and 6 |
| Reading Number: | 2 |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | Yes |
| Item Number: | B.8. |

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

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 10th day of February, 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

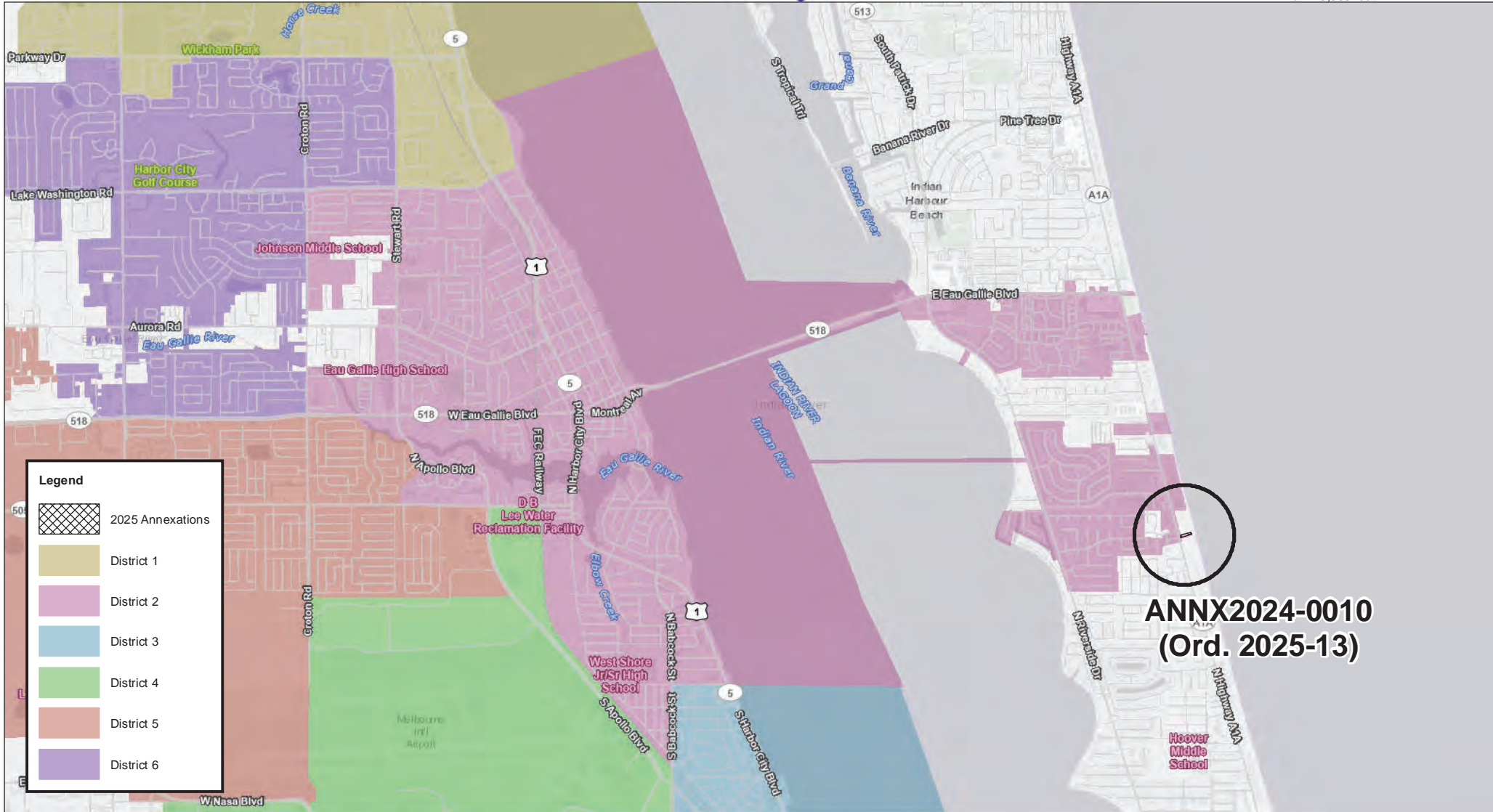
[CITY SEAL]

Attachments: Maps of Council Districts Two, Five and Six
Ordinance No. 2026-03

Map for Ordinance Incorporating 2025 Annexations (District 2)



GIS Portal: <https://maps.mblfl.org/arcgis>
 ArcGIS Online: <https://mgis.maps.arcgis.com>
 3,100 0 3,100 Feet
 1 inch = 3,000 feet



Legend

- 2025 Annexations
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6



**ANNX2024-0010
(Ord. 2025-13)**

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.

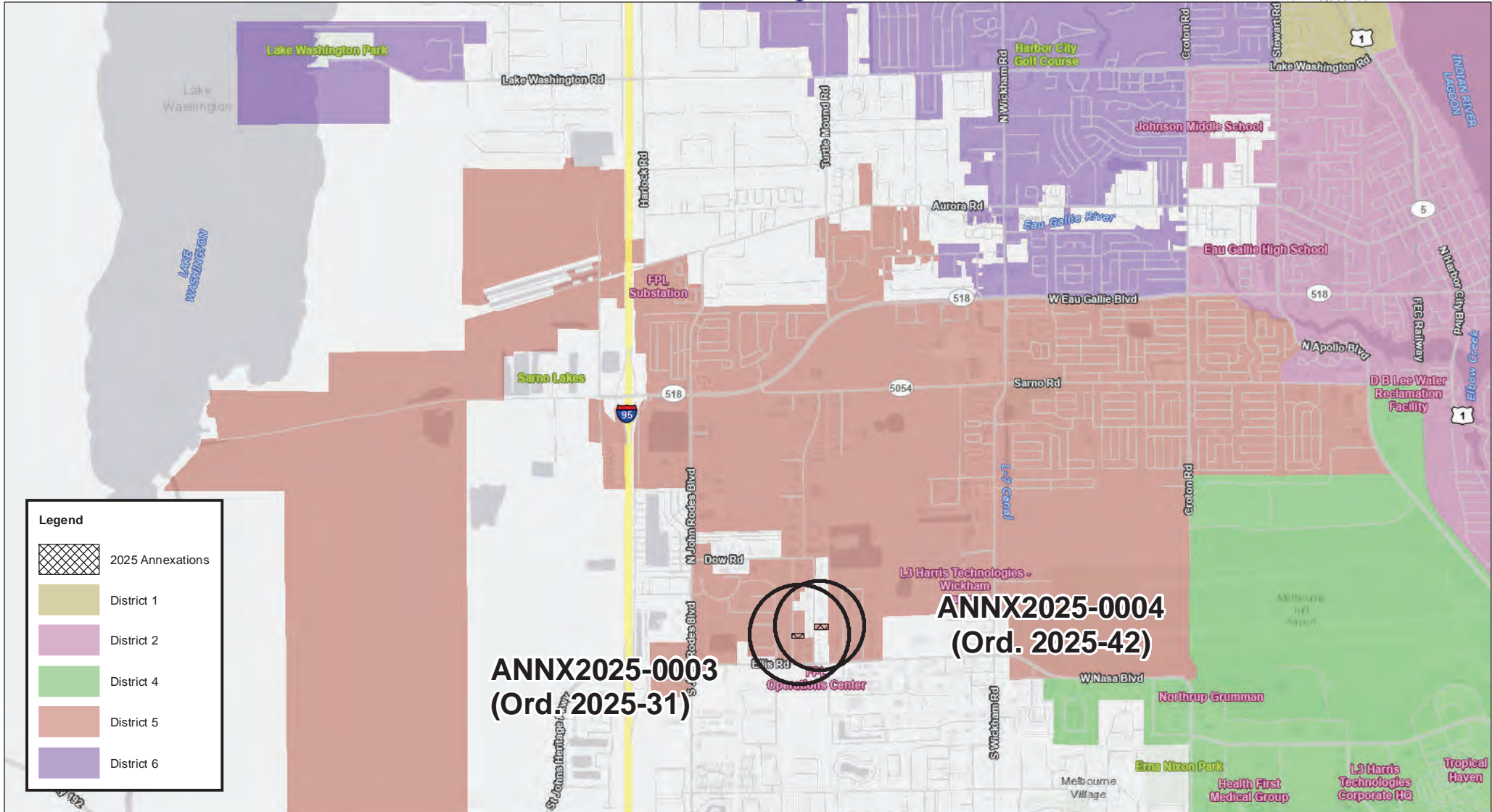
Title: Map for Ordinance Incorporating 2025 Annexations (District 2)
 Author: John Struckman
 Department/Division: IT Department, GIS Division
 Last Updated: 1/8/2026 11:02:12 AM
 Document Name: Ticket#632639_CouncilDistrict_2_11x17
 Document Location: \\ad.mblfl.org\shares\Maps\GIS Team\jstruckman\ServReq-Incidents\CityClerks\KMckown\Ticket#632639\Ticket#632639_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@mbfl.org

Map for Ordinance Incorporating 2024 Annexations (District 5)



GIS Portal: <https://maps.mblfl.org/arcgis>
 ArcGIS Online: <https://mgis.maps.arcgis.com>
 3,100 0 3,100 Feet
 1 inch = 3,000 feet



Legend

- 2025 Annexations
- District 1
- District 2
- District 4
- District 5
- District 6

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Title: Map for Ordinance Incorporating 2024 Annexations (District 5)
 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

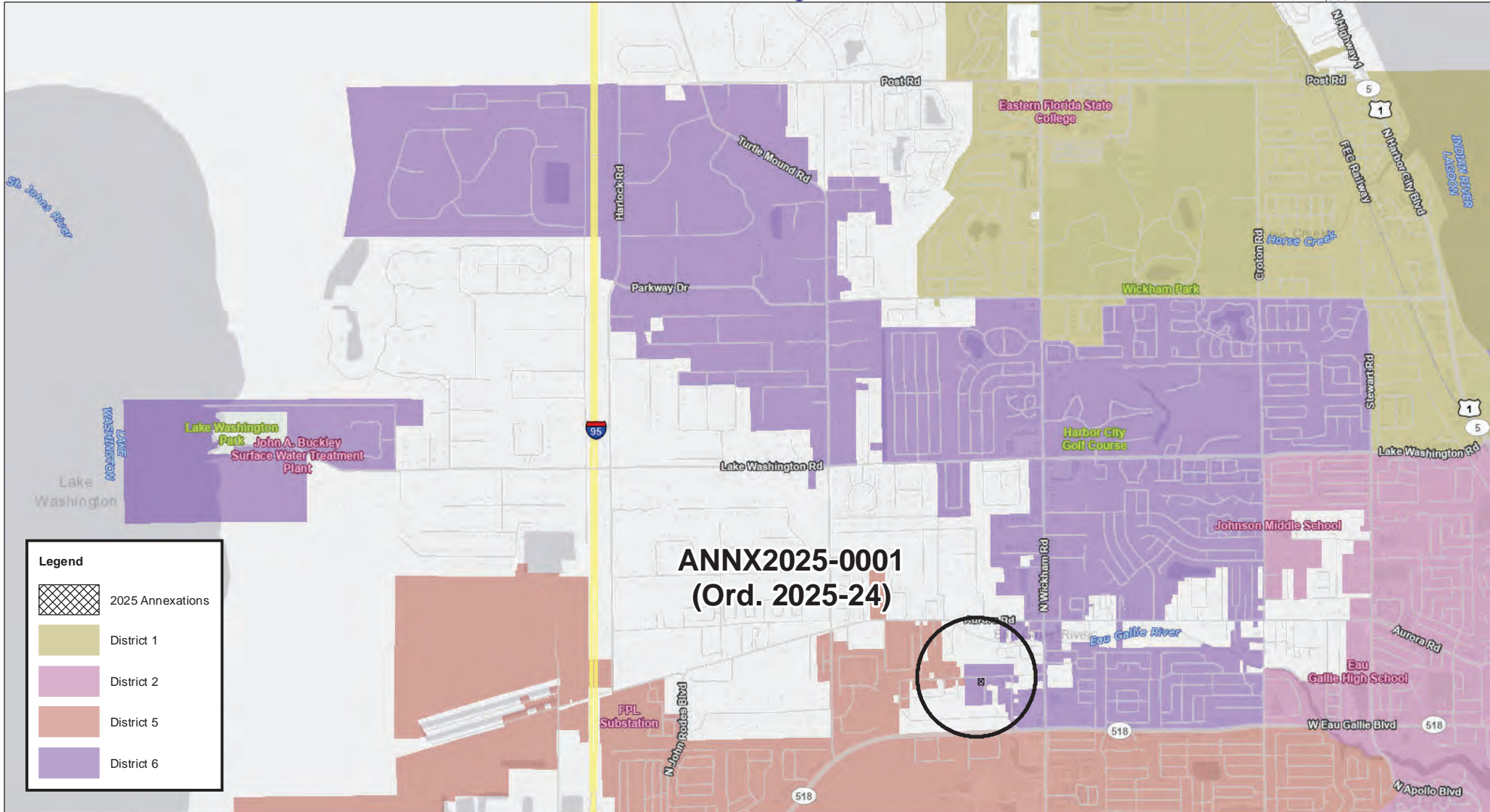
Document Location: \\ad.mblfl.org\shares\Maps\GIS Team\jstruckman\ServReq-Incidents\CityClerks\KMckeown\Ticket#32639\Ticket#32639_CouncilDistrict_5_11x17.mxd

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@mbfl.org

Map for Ordinance Incorporating 2025 Annexations (District 6)



GIS Portal: <https://maps.mbl.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>
 2,500 0 2,500 Feet
 1 inch = 2,500 feet



Legend

- 2025 Annexations
- District 1
- District 2
- District 5
- District 6

**ANNX2025-0001
(Ord. 2025-24)**

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 6)
 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.mbl.org\shares\Maps\GIS Team\struckman\ServReq-Incidents\CityClerks\KMckown\Ticket#32639_CouncilDistrict_6_11x17.mxd

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



**Melbourne City Council
February 24, 2026
City Manager's Item Report**

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

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 10th day of February, 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 24, 2026
City Manager's Item Report**

| | |
|--|--------------------------------------|
| Department: | Engineering/Public Works & Utilities |
| Presenter: | Jennifer Spagnoli |
| Council District: | N/A |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.10. |

Subject:

Task Order No. JEG018 to the Continuing Contract for Professional Consulting Services with Jacobs Engineering Group, Inc., Orlando, FL for the Reverse Osmosis Membrane Replacement project.

Background/Consideration:

The City's existing reverse osmosis (RO) water treatment plant process includes two (2) existing treatment trains, which are designed to produce five (5) million gallons per day (MGD) of permeate. The RO process removes salt from the brackish feed water. The existing 1,008 membranes have been in service since 2017 and have exceeded their service life of five to seven years.

The scope of work includes project management services, preparation of RO membrane replacement bid documents, bidding assistance, and services during installation of the membranes. Services under this Task Order shall be delivered within 426 calendar days from Notice to Proceed.

Fiscal/Budget Impact:

Funding is available in the Capital Improvement Project, Project No. 31026 (Reverse Osmosis Membrane Replacement).

Requested Action:

Approval of Task Order No. JEG018 to Jacobs Engineering Group, Inc., Orlando, FL for Professional Consulting Services for the Reverse Osmosis Membrane Replacement, Project No. 31026, in the amount of \$59,571.



Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Jennifer Spagnoli, Public Works & Utilities Director
Date: February 9, 2026
Re: Task Order JEG018 to the Professional Engineering Services Contract with Jacobs Engineering Group, Inc. for the Reverse Osmosis Membrane Replacement

This is a request for approval of a task order JEG018 to the Professional Engineering Services contract with Jacobs Engineering Group, Inc. (JEG) for the Reverse Osmosis (RO) Membrane Replacement.

Background

The City’s reverse osmosis (RO) treatment process includes two existing treatment trains which are designed to produce 5.0 million gallons per day (MGD) of permeate. The RO process removes salt from the brackish feed water. The degasified membrane permeate water is blended with the treated water from the surface water treatment plant. The existing membranes have been in service since 2017 and have exceeded their service life of five to seven years.

Scope of Services

The scope of work includes project management services, preparation of RO membrane replacement bid documents, bidding assistance, and services during installation.

Compensation and Schedule

The cost of services is a lump sum amount of \$59,571.00. The work will be completed within 426 days of Notice to Proceed.

Funding

Funding is available in Capital Improvement Project No. 31026 (Reverse Osmosis Membrane Replacement).

Recommendations

Approval of Task Order JEG018 with Jacobs Engineering Group Inc., of Orlando, Florida, in the amount of \$59,571.00.

Copy: Kacie Black, Engineering Contract Manager
Marla Keehn, Budget and Management Officer

TASK ORDER NO. JEG18

PROJECT NO.
CITY PROJECT NO.

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
JACOBS ENGINEERING GROUP, INC.

This Task Order made and entered into this ___ day of _____ 2026 to that certain STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES, dated May 11, 2021, 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 JACOBS ENGINEERING GROUP, INC., a Delaware corporation with a local office in Orlando, 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 **City of Melbourne RO Membrane Replacement**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within **426** 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, a lump sum fee amount of **\$59,571.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES.

All services shall be subject to and performed in accordance with this task order, the STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL 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 STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL 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 W. Ennis, P.E., P.M.P., City Engineer


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

Jenni Lamb, P.E., City Manager

ATTEST:

Kevin MCKeown, City Clerk
(SEAL)

JACOBS ENGINEERING GROUP, INC.



Francois Didier Menard, P.E., Vice President

Exhibit A
Scope of Services and Fee for JEG18
City of Melbourne RO Membrane Replacement
February 9, 2026

1. INTRODUCTION

The City of Melbourne (CITY) owns and operates the Joe Mullins Reverse Osmosis (RO) Water Treatment Plant (WTP), commissioned in 1995. The WTP treats Floridan Aquifer water using two RO trains each producing 2.5 mgd of permeate (5.0 mgd total). The RO WTP includes a typical process for brackish groundwater with pretreatment consisting of sulfuric acid injection, cartridge filtration, and scale inhibitor injection, main treatment consisting of two stage RO treatment, and post treatment with degasification of the membrane permeate. The RO process removes salts from the brackish feed water including total dissolved solids (TDS), sodium, chloride, calcium, magnesium and sulfate. The degasified membrane permeate water gravitates to the adjacent John Buckley surface water treatment plant, blended with its treated water, disinfected and distributed for consumption.

The work is similar to Amendment No. 6 to Project No. 31112 performed by Jacobs Engineering Group Inc. (JEG or ENGINEER) during the 2016-2018 time frame when the existing membranes were put in operation. During 2024-2025 timeframe, JEG conducted the design for the RO WTP expansion including an evaluation of membrane element options for the new facility that will be incorporated into the existing RO trains as well.

2. SCOPE OF WORK

The scope of work is detailed in this section. The estimated schedule for the services is covered in Section 3, the estimated compensation for the services is detailed in Section 4 and assumptions are listed in Section 5.

CITY requested ENGINEER to provide professional engineering services for the RO Membrane Replacement project as a new task order to the Agreement between CITY and ENGINEER for the Water Treatment and Production Facility Improvements Project, No. 31320, dated May 11, 2021.

The services proposed are listed below and described in detail in the following task descriptions:

- Task 1 – Project Management Services
- Task 2 – RO Membrane Bid Documents
- Task 3 – Bidding Assistance
- Task 4 – Services During Installation

Task 1 – Project Management Services

Project management will be conducted by ENGINEER and will include coordination with CITY, schedule and budget management, monthly progress reports and invoices, project administration and quality control on deliverables. Upon the Notice to Proceed (NTP), ENGINEER will coordinate with CITY to prepare and hold a project kick off meeting with CITY to discuss the project execution plan and communicate current status of RO membrane elements, permeate water quality and RO trains. The kickoff meeting will be attended by up to two professionals from ENGINEER.

Task 1 deliverables:

- List of requested information
- Kickoff and progress meeting summaries in Adobe PDF electronic format
- Monthly progress reports and invoices in Adobe PDF electronic format

Task 2 – RO Membrane Bid Documents

ENGINEER will incorporate CITY's comments on membrane replacement options developed during the RO WTP expansion preliminary design into a RO membrane bid documents that the CITY can use to solicit membrane supplier proposals for membrane purchase and installation. The previous RO WTP Membrane Element Specifications (Jacobs, March 2017), used during the previous RO membrane replacement, will be used as the basis and will be updated based on new insights on performance and on lessons learned with other water utilities.

The RO membrane bid documents will incorporate a limited selection of membrane elements that have the lowest combination of purchase and operating costs as identified in the RO WTP Expansion preliminary design life cycle cost analysis (Jacobs, January 2025). The work also include a Class 4 opinion of installation cost.

ENGINEER will develop draft RO membrane bid documents that include the following anticipated sub-sections:

- Summary of Work
- Project Meetings
- Submittal Procedures
- Payment Procedures
- Closeout Procedures
- Membrane Elements Specifications, Permeate Water Quality and Warranty Conditions
- Membrane Installation
- Manufacturer's Field Services

ENGINEER will use standard technical specifications where possible. After meeting with CITY to review the draft bid documents, ENGINEER will incorporate City's comments and issue final bid documents. The review meeting will be attended by up to two professionals from ENGINEER.

Deliverables

- Class 2 installation cost opinion
- Draft Bid Documents
- Final Bid Documents

Task 3 – Bidding Assistance

ENGINEER will perform the following bidding services in connection with this Project:

- Assist CITY staff in preparing the bid package. CITY will prepare the Division 0 documents for issuing the bid documents. ENGINEER will assist CITY in obtaining bids for construction and attend the pre-bid conference.
- Prepare for CITY's approval written addenda as appropriate to interpret, clarify or expand the Bid Documents. ENGINEER will coordinate with CITY during the bidding process and be available to assist CITY in addressing bidders' questions and comments at any time during the bidding process.
- Review and advise CITY as to the qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the bidder and will assist in the evaluation of bids received for determination of compliance with the bidding requirements and recommendation of the lowest responsive and responsible bidder. CITY will be responsible for making the final selection of the successful bidder.

Task 3 deliverable:

- Technical information for bidding addenda
- Bid award recommendation

Task 4 – Services During Installation

ENGINEER will provide limited professional services during the membrane installation of this Project. Services will include:

- Attend one preinstallation onsite meeting attended by 2 ENGINEER staff at the Melbourne RO WTP
- Respond to requests for information, not to exceed 16 engineering hours
- Submittal reviews, not to exceed 24 engineering hours
- Provide on-site installation and startup assistance for each RO train, not to exceed 12 hours per train (24 hours total)

- Review RO operating data during startup, after 7 days and after 30 days, to confirm the new membrane performance meets the specifications, not to exceed 8 hours per train (24 hours total)
- Attend one substantial completion walkthrough meeting at the RO WTP site, not to exceed 16 engineering hours

Deliverables

- Substantial completion punch list
- Train startup and performance data summary

3. DELIVERABLE SCHEDULE

The intended submittal time of each deliverable is included in the table below. The anticipated total duration of this task order is 18 months.

| Task | Deliverable | Time from NTP |
|---------------------------------------|---|---|
| Task 1 Project Management | List of requested information | 2 weeks |
| | Kickoff meeting summary | 3 weeks |
| | Progress meeting summaries, monthly progress reports & invoices | As required |
| Task 2 – RO Membrane Bid Documents | Draft bid documents/cost opinion | 6 weeks from NTP |
| | Review Meeting | Within 2 weeks of draft bid docs |
| | Final bid documents | Within 2 weeks of review meeting |
| Task 3 – Bidding Assistance | Technical information for bid addenda | Within 1 week of contractor questions |
| | Bid-award recommendation | Within 1 week of receiving bid proposals |
| Task 4 – Services During Installation | Preconstruction meeting minutes | Within 1 week of meeting |
| | RFIs response sheets | Within 1 week of RFI submittal |
| | Shop-drawings reviews | Within 1 week of shop drawing submittal |
| | On-site commissioning support | As schedule by CITY |
| | Startup data summary | Within 1 week of startup and within 2 weeks of 30 day review period |
| | Punchlist | Within 1 week of RO train startup |

4. COMPENSATION

Services proposed by ENGINEER in this task order will be performed in accordance with Agreement Project No. 31320, dated May 11, 2021. ENGINEER proposes to perform the work described herein on a lump sum basis, based on the per diem rates of the contract. The total engineering fee including labor and expenses associated with the task order is \$59,571.

| Task Description | Hours | Lump Sum Amount (\$) |
|-------------------------------------|------------|----------------------|
| Task 1 Project Management Services | 36 | \$8,649 |
| Task 2 RO Membrane Bid Documents | 88 | \$16,842 |
| Task 3 Bidding Support Services | 48 | \$9,936 |
| Task 4 Services During Installation | 112 | \$24,144 |
| Project Total | 284 | \$59,571 |

ENGINEER will provide CITY a monthly invoice for the services provided based upon the schedule values detailed in the compensation table above, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub-task will be the basis for progress payments.

The proposal is effective for 90 days.

5. ASSUMPTIONS

- The scope assumes no new civil, structural, electrical, instrumentation, programming or process-mechanical improvements.
- The bid documents will consist of technical specifications only; no design drawings will be developed under this project.
- The CITY will provide front end documents in a ready to use format for the ENGINEER to add a scope of work description and complete a bid sheet.
- The documents will be bid to qualified membrane system suppliers that have experience replacing membrane elements.
- A Florida Department of Environmental Protection (FDEP) permit, and local building department permits will not be needed given the nature of the project (replacement with like-for-like components for maintenance purposes).
- ENGINEER will reasonably rely upon the accuracy, and completeness of the information/data provided by the CITY or other third parties without independent verification.
- Services During Installation: The presence or duties of ENGINEER' personnel at a site, whether as onsite representatives or otherwise, do not make Jacobs or ENGINEER's personnel in any way responsible for those duties that belong to CITY's and/or the contractors or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all

construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work in accordance with the Scope of Work and any health or safety precautions required by such construction work.

- Jacobs or ENGINEER's personnel have no authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.
- The presence of ENGINEER' personnel at a site is for the purpose of providing to CITY a greater degree of confidence that the completed work will conform generally to the pump rehabilitation scope of work and that the integrity of the requirements as reflected in the scope of work have been implemented and preserved by the contractor(s). ENGINEER neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor's failure to perform work in accordance with the pump rehabilitation scope of work.
- CITY will provide a utility field inspector during installation to review and document Contractor's methods and means and daily performance.
- All deliverable documents, including Specifications, will be issued in electronic PDF format. No hard copies are included in this scope of services. Conformed documents will be electronically signed and sealed by a Florida Professional Engineer.
- Cost opinion will be order of magnitude (+50%/-30%) and will be based only on information available.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.
- CITY will provide relevant data, information, and documents requested prior to a site visit. Access to existing drawings, records, or other data as requested by ENGINEER will be available and provided by CITY in a timely manner. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the CITY. It is understood that the CITY does not guarantee that all records and data requested by ENGINEER are available.
- ENGINEER will manage the health, safety, and environmental activities of its staff to achieve compliance with applicable health and safety laws and regulations.

====++ END +++==



**Melbourne City Council
February 24, 2026
City Manager's Item Report**

Department: Engineering/Public Works & Utilities
Presenter: Jennifer Spagnoli
Council District: N/A
Reading Number: N/A
Quasi-judicial Item (Disclosure Required): No
Public Hearing: No
Item Number: C.11.

Subject:

Task Order No. JEG019 to the Continuing Contract for Professional Consulting Services with Jacobs Engineering Group, Inc., Orlando, FL for the Washwater Ponds Slab Replacement.

Background/Consideration:

The concrete bottoms of two (2) existing backwash ponds located at the Actiflo Surface Water Treatment Plant (SWTP) have cracked and shifted and need to be replaced. The concrete bottom allows necessary equipment to clean residual solids out of ponds when full. The task order is for project management services, design of the backwash ponds slab replacement, and provide bidding assistance documents for issuing the bid. The existing backwash ponds have been in use for over 40 years.

Services under this task order shall be delivered within 270 calendar days from Notice to Proceed.

Fiscal/Budget Impact:

Funding is available in Capital Improvement Project No. 31126 (SWTP Backwash Ponds).

Requested Action:

Approval of Task Order JEG019 with Jacobs Engineering Group, Inc., Orlando, FL for Washwater Ponds Slab Replacement, Project No. 31126, in the amount of \$69,974.



Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Jennifer Spagnoli, Public Works & Utilities Director
Date: February 9, 2026
Re: Task Order JEG019 to the Professional Engineering Services Contract with Jacobs Engineering Group, Inc. for the Washwater Ponds Slab Replacement

This is a request for approval of a task order JEG019 to the Professional Engineering Services contract with Jacobs Engineering Group, Inc. (JEG) for the City of Melbourne Washwater Ponds Slab Replacement.

Background

The existing backwash ponds concrete bottoms located at the Actiflo Surface Water Treatment Plant (SWTP) have cracked and shifted and need to be replaced. The concrete bottom allows necessary equipment to clean residual solids out of ponds when full. The task order is for project management services, design of the backwash ponds slab replacement, and provide bidding assistance documents for issuing the bid.

Scope of Services

The scope of work includes project management services, design of the washwater ponds slab replacement, and bidding assistance.

Compensation and Schedule

The cost of services is a lump sum amount of \$69,975.00. The work will be completed within 270 days of Notice to Proceed.

Funding

Funding is available in Capital Improvement Project No. 31126 (SWTP Backwash Ponds).

Recommendations

Approval of Task Order JEG019 with Jacobs Engineering Group Inc., of Orlando, Florida, in the amount of \$69,975.00.

Copy: Kacie Black, Engineering Contract Manager
Marla Keehn, Budget and Management Officer

TASK ORDER NO. JEG19

PROJECT NO.
CITY PROJECT NO.

CONTINUING CONTRACT FOR
PROFESSIONAL CONSULTING SERVICES
between
THE CITY OF MELBOURNE
and
JACOBS ENGINEERING GROUP, INC.

This Task Order made and entered into this ___ day of _____ 2026 to that certain STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES, dated May 11, 2021, 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 JACOBS ENGINEERING GROUP, INC., a Delaware corporation with a local office in Orlando, 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 **City of Melbourne Washwater Ponds Slab Replacement**, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 270 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, a lump sum fee amount of **\$69,974.00** without prior approval from the CITY. Any additional work under this Phase, authorized by the CITY, shall be accomplished in accordance with the STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES.

All services shall be subject to and performed in accordance with this task order, the STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL 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 STANDARD FORM OF AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL 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 W. Ennis, P.E., P.M.P., City Engineer

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

Jenni Lamb, P.E., City Manager

ATTEST:

Kevin MCKeown, City Clerk
(SEAL)

JACOBS ENGINEERING GROUP, INC.



Francois Didier Menard, P.E., Vice President

Exhibit A
Scope of Services and Fee for JEG19
City of Melbourne Washwater Ponds Slab Replacement
February 9, 2026

1. INTRODUCTION

In July-September 2020, through a request for qualification selection procedure under the Consultant's Competitive Negotiation Act (CCNA), the City of Melbourne (CITY) selected Jacobs Engineering Group Inc., (JEG) (ENGINEER) to provide professional engineering services for the Water Treatment and Production Facility Improvements; Agreement for Project No. 31320, dated May 11, 2021. As part of this agreement, ENGINEER was requested to provide professional services as a new task order to provide design and bidding services for the Washwater Ponds Slab Replacement project.

2. SCOPE OF WORK

The scope of work is detailed in this section. The estimated schedule for the services is covered in Section 3, the estimated compensation for the services is detailed in Section 4 and assumptions are listed in Section 5.

CITY requested ENGINEER to provide professional engineering services for the Washwater Ponds Slab Replacement project as a new task order to the Agreement between CITY and ENGINEER for the Water Treatment and Production Facility Improvements Project, No. 31320, dated May 11, 2021.

The services proposed are listed below and described in detail in the following task descriptions:

- Task 1 – Project Management Services
- Task 2 – Design Washwater Ponds Slab Replacement
- Task 3 – Bidding Assistance

Task 1 – Project Management Services

Project management will be conducted by ENGINEER and will include coordination with CITY, schedule and budget management, monthly progress reports and invoices, project administration and quality control on deliverables. Upon the Notice to Proceed (NTP), ENGINEER will coordinate with CITY to prepare and hold a project kick off meeting with CITY to discuss the project execution plan and visit the washwater ponds site to discuss possible solutions and enhancement options. The kickoff meeting will be attended by up to two professionals from ENGINEER.

Task 1 deliverables:

- List of requested information
- Kickoff and progress meeting summaries in Adobe PDF electronic format
- Monthly progress reports and invoices in Adobe PDF electronic format
- QA/QC sheets of deliverables in Adobe PDF electronic format

Task 2 – Design Washwater Ponds Slab Replacement

ENGINEER will design a replacement concrete slab for the south washwater pond build in 1986. The sloped embankments of this pond will remain as is and only embankment sections, that are damaged beyond repair, will be replaced. The size of the concrete slab will match existing dimensions of approximately 60'-0" x 220'-0" and will be approximately 6" thick and reinforced with supplementary steel or be comprised of a fiber reinforced concrete mix. The slab shall be sloped and contain two sumps for drainage to match the existing conditions. Prior to the new slab placement, the existing subgrade will be replaced with new compacted fill to prevent excessive settlement and cracking of the new concrete slab. No changes will be made to the feed piping into the pond (built in 1986) and to the suction piping of the backwash pond pump station (built in 2010).

Task 2.1 – Preliminary (30%) Design

ENGINEER will develop a Preliminary Design Technical Memorandum (TM), at 30% design completion level, to document important design criteria and assumptions for the above work, preliminary design drawings and relationship of project components to other, existing site infrastructure. ENGINEER will organize a review meeting with CITY to discuss the preliminary design TM. A meeting summary will be prepared to document conclusions and actions of the meeting. The comments made by CITY will be incorporated into the final version of the TM.

Task 2.1 deliverables:

- Preliminary design TM (draft and final)

Task 2.2 – Detailed (90%/100%) Design Services

Under this task, ENGINEER will develop the design from the Preliminary Design Phase to the Detailed Design Phase. The final deliverable will be a Bid Package based on CITY's requirements consisting of drawings, specifications and other documents, which fix and describe the requirements of the project. It is assumed that the CITY will provide the upfront division 0 specifications with ENGINEER input. The drawings will cover up to 12 sheets including a cover/index sheet, abbreviations sheet, general notes and discipline legends sheets, existing conditions sheet, demolition plan sheet, proposed pond layout and section sheets, project specific and standard detail sheets.

The work will include geotechnical investigations covering 6 auger borings at semi-random locations within the bottom of the south washwater pond. The 3-inch diameter augers will be drilled to a maximum 6 feet depth. The samples will be examined, visually classified and

analyzed in an offsite laboratory. Water level observations will also be made in the boreholes during the drilling operation. The field and laboratory work will be evaluated and documented in a technical memorandum that will also include soil replacement recommendations.

ENGINEER will develop a Class II estimate of probable construction costs, in accordance with the AACE International Recommended Practice No. 56R-08.

The design drawings and specifications will be checked for quality control and be reviewed for internally consistency with each other and with field data gathered as part of this Agreement and data provided by CITY.

At the 90% completion level, ENGINEER will organize a review meeting with CITY to discuss the draft design documents. A meeting summary will be prepared to document the conclusions and actions of the meeting. The comments made by CITY will be incorporated into the final version of the detailed design documents, which will be used as the bid documents. CITY will provide in writing comments and exceptions or objections to the design development submittals within two weeks of date of submittal.

Task 2.2 deliverables:

- Geotechnical investigations TM
- 90% design documents
- Class II construction cost estimate
- 100% design/bid documents

Task 3 – Bidding Assistance

ENGINEER will perform the following bidding services in connection with this Project:

- Assist CITY staff in preparing the bid package. CITY will prepare the Division 0 documents for issuing the bid documents. ENGINEER will assist CITY in obtaining bids for construction and attend the pre-bid conference.
- Prepare for CITY's approval written addenda as appropriate to interpret, clarify or expand the Bid Documents. ENGINEER will coordinate with CITY during the bidding process and be available to assist CITY in addressing bidders' questions and comments at any time during the bidding process.
- Review and advise CITY as to the qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the bidder and will assist in the evaluation of bids received for determination of compliance with the bidding requirements and recommendation of the lowest responsive and responsible bidder. CITY will be responsible for making the final selection of the successful bidder.

Task 3 deliverable:

- Technical information for bidding addenda
- Bid award recommendation

3. DELIVERABLE SCHEDULE

The intended submittal time of each deliverable is included in the table below. The anticipated total duration of this task order is 9 months.

| Task | Deliverable | Time from NTP |
|--|---|---------------|
| Task 1 – Project Management Services | Monthly progress reports and invoices | As Needed |
| | Project execution and construction management work plan | 2 weeks |
| Task 2 – Design Washwater Ponds Slab Replacement | Draft preliminary (30%) design report | 6 weeks |
| | Final preliminary (30%) design report | 8 weeks |
| | Draft (90%) design documents | 14 weeks |
| | Class II construction cost estimate | 16 weeks |
| | Final (100%) design documents | 18 weeks |
| Task 3 – Bidding Assistance | Technical information for bid addenda | As required |
| | Bid award recommendation | As required |

4. COMPENSATION

Services proposed by ENGINEER in this task order will be performed in accordance with Agreement Project No. 31320, dated May 11, 2021. ENGINEER proposes to perform the work described herein on a lump sum basis, based on the per diem rates of the contract. The total engineering fee including labor and expenses associated with the task order is \$69,974.

| Task Description | Hours | Lump Sum Amount (\$) |
|--|------------|----------------------|
| Task 1 Project Management Services | 36 | \$8,548 |
| Task 2 Design Washwater Ponds Slab Replacement | 286 | \$54,296 |
| Task 3 Bidding Assistance | 30 | \$7,130 |
| Project Total | 352 | \$69,974 |

ENGINEER will provide CITY a monthly invoice for the services provided based upon the schedule values detailed in the compensation table above, along with a summary of activities performed under this contract. An estimated earned value (percent complete) for each project sub-task will be the basis for progress payments.

The proposal is effective for 90 days.

5. ASSUMPTIONS

- ENGINEER will reasonably rely upon the accuracy, and completeness of information/data provided by the CITY or other third parties without independent verification.
- All deliverable documents, including Specifications, will be issued in electronic PDF format. No hard copies are included in this scope of services. Conformed documents will be electronically signed and sealed by a Florida Professional Engineer.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.
- ENGINEER will manage the health, safety, and environmental activities of its staff to achieve compliance with applicable health and safety laws and regulations.
- Scope of work does not include any topographical surveying and covers only the geotechnical investigations specified.
- South washwater pond will not be lined, similarly to the current arrangement, with the concrete slab having drainage holes to limit the uplift during high groundwater levels.

====+ END +++====



Melbourne City Council
February 24, 2026
City Manager's Item Report

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

Subject:

Task Order for the City Hall Parking Garage Rehabilitation project.

Background/Consideration:

The City Hall parking garage is 5-story, pre-cast concrete structure completed in 2010 to provide public parking for City Hall employees and serves patrons of the downtown Melbourne area.

In 2019, during a routine inspection, staff noted several connection plates between the pre-cast concrete units that make up the driving surface of the garage were deteriorated and damaged. A structural engineering inspection was performed and repairs were made.

Recent inspection by staff in December 2025 revealed that additional flange connections have failed and require repair. Additionally, since construction of the parking garage, the façade has also been damaged and occupied by birds which are nesting within the hollow façade. Due to the wildlife living within the façade, it is suspected that there is a substantial buildup of organic detriment and waste. This buildup could potentially lead to additional health or maintenance concerns regarding the parking garage.

The subject task order scope of work consists of inspection and structural assessment of the parking garage, non-structural inspection and assessment of the façade, drainage surface and joints, development of repair plans and specifications for bid, and development of a long-term maintenance plan for the parking garage. Services under this task order shall be delivered within 240 calendar days of the Notice to Proceed.

Fiscal/Budget Impact:

Project No. 18220, City Hall Parking Garage Rehabilitation, is adequately funded.

Requested Action:

Approval of Task Order No. KH-C-2025-001 to Kimley-Horn, Melbourne, FL for Professional Engineering Services for the City Hall Parking Garage Rehabilitation, Project No. 18220, in the amount of \$79,330.

Memorandum

To: Jenni Lamb, City Manager
Thru: Marla Keehn, Management & Budget Officer
From: James Ennis, City Engineer
Date: February 9, 2026
Re: Task Order No. KH-C-2025-001 to the Continuing Contract for Engineering Services for the City Hall Parking Garage Rehabilitation, Project No. 18220

This is a task order with Kimley-Horn and Associates, Inc. (Kimley-Horn) for professional consulting services for inspecting and developing a repair and maintenance plan for the Melbourne City Hall Parking Garage (Parking Garage).

Background

The parking garage was constructed in 2010 and is a pre-cast concrete structure open to the general public and provides public parking to the downtown Melbourne area.

Previously in 2019, staff found that the connection plates between the pre-cast concrete units which form the driving surface had deteriorated and broken in several locations. A structural engineering inspection was performed, repair plans were generated and, repairs to the connection plates were made.

Recent inspection by Staff in December 2025 revealed that additional flange connections have failed and require repair. Additionally, since construction of the parking garage, the façade has also been damaged and occupied by birds which are nesting within the hollow façade. Due to the wildlife living within the façade, it is suspected that there is a substantial buildup of organic detriment and waste. This buildup could potentially lead to additional health or maintenance concerns with the parking garage.

Scope of Services

The subject task order scope of work consists of inspection and structural assessment of the parking garage, non-structural inspection and assessment of the façade, drainage surface and joints, development of repair plans and specifications for bid, and development of a long-term maintenance plan for the parking garage.

Compensation and Schedule

The work will be completed within 240 days from the Notice to Proceed. The fee for the scope of services shall not exceed \$79,330. Project No. 18220 is adequately funded.

Recommendation

Recommend approval of Task Order No. KH-C-2025-001 in the amount of \$79,330 to complete the task order scope of work as described.

Cc: Kacie Black, Engineering Contracts Manager
Jennifer Spagnoli, Public Works & Utilities Director
Jeff Whitehead, Facilities Manager

TASK ORDER NO. KH-C-2025-001

PROJECT NO. _____
CITY PROJECT NO. 18220

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

This Task Order made and entered into this ___ day of _____, 2026 to that certain CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES **SITE/CIVIL**, dated November 25, 2025, by and between the CITY OF MELBOURNE, FLORIDA, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the CITY, and KIMLEY-HORN AND ASSOCIATES, INC., of MELBOURNE, Florida, a corporation created and existing under the laws of the State of North Carolina, 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 MELBOURNE CITY HALL PARKING GARAGE REHABILITATION, Exhibit A, hereinafter referenced to as the SCOPE OF SERVICES and

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

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

The ENGINEERS shall commence their services upon written authorization by the CITY to proceed with the work. Excluding time for CITY review and reviews by other agencies, the Professional Services as provided for under this Task Order shall be delivered within 240 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 \$79,330.00 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 - **SITE/CIVIL**. Payment for any additional work and reimbursable expense shall be in accordance with the Schedule of Compensation Rates outlined in the CONTINUING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES - **SITE/CIVIL**.

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly qualified representatives, this _____ day of _____, 2026.

Approved by City Engineer as to
Content:

James Ennis, PE, City Engineer

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

Jenni Lamb, City Manager

Attest:

Kevin McKeown, City Clerk
(SEAL)



KIMLEY-HORN AND ASSOCIATES, INC.

KINAN HUSAINY, P.E., SENIOR ASSOCIATE

TASK ORDER NUMBER KH-C-2025-001
Melbourne City Hall Parking Garage Rehabilitation

The CITY has selected the CONSULTANT to perform the professional services set forth on Exhibit A (Scope of Work), attached to this Task Order and made part hereof by this reference. The professional services will be performed by the CONSULTANT for the fee schedule set forth in Exhibit B (Fee Schedule), attached to this Task Order and made a part hereof by this reference. Pursuant to the Agreement, nothing contained in any Task Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Task Order as if fully set forth herein.

PROJECT UNDERSTANDING

EXHIBIT A – SCOPE OF SERVICES

Project Background and Understanding

The CITY owns and maintains the parking garage adjacent to the City of Melbourne City Hall located at 900 E Strawbridge Avenue in Melbourne, Florida. The parking garage was constructed in 2009 and the CITY desires to assess and rehabilitate the structure. This parking garage is a 5-level structure with the southern half of the structure providing parking on a level surface and the northern half of the structure providing parking on a ramped surface. The parking garage consists of precast/prestressed concrete elements. The CITY desires to have the existing parking garage assessed from a structural standpoint, rehabilitation plans developed, and a maintenance plan developed to aid in future maintenance. Bid and Construction phase services are not included within this scope of services but can be provided under a separate Task Order. The assessment and rehabilitation plans will be limited to the structural elements. The assessment and rehabilitation plans will not include mechanical or electrical systems (fire suppression system, lighting, elevator, etc.). Structural analysis relating to the repairs is not anticipated nor included within the scope of services. Permitting is not anticipated nor anticipated as part of the rehabilitation.

It is anticipated that the proposed garage repairs will likely include the following:

- Concrete spall repair
- Joint seal replacement
- Foam façade removal
- Concrete crack repair
- Curb stop replacements
- Concrete sealing or coating
- Pavement marking replacement
- Concrete cleaning and Coating
- Minor Double-tee connection repairs

Task 1 – Site Visit and Structural Assessment Memorandum

The CONSULTANT, under this task, will conduct site visit(s) and perform a visual assessment of the various elements of the parking garage. The intent of the field review is to identify, document, and map the observed deficiencies as well as identify previously repaired areas that show signs of deterioration. The CONSULTANT will also perform soundings of random concrete elements to locate possible concrete delamination. The soundings will occur in locations identified by the CONSULTANT. It is anticipated that the CITY will temporarily close off portions of the parking garage to allow the CONSULTANT to conduct site visits without parked vehicles. This will be coordinated between the CITY and CONSULTANT prior to the field visits. The CONSULTANT will also attend a meeting with CITY staff to discuss what maintenance elements the CITY would like to address as part of the rehabilitation.

The CONSULTANT will develop a Condition Assessment Report documenting the types of deficiencies and associated recommended repairs. The report will also provide maintenance-related recommendations. The Condition Assessment report will be limited to the structural components of the parking garage. If an electrical, plumbing or mechanical deficiency is identified, the CONSULTANT will notify the CITY. After the CITY has reviewed the Condition Assessment Report, the CONSULTANT will prepare for and attend a collaborative meeting with CITY staff to determine the scope of the rehabilitation work.

Task 2 – Parking Garage Repair Documents

The CONSULTANT under this task will develop repair documents necessary to depict the scope of the rehabilitation. In conjunction with the repair documents, the CONSULTANT will develop a schedule of pay items, and an opinion of probable construction cost such that the CITY may solicit construction bid proposals.

Preliminary engineering plans will be submitted to CITY staff at the time of 90% completion and consist of the following, but not limited to:

| | 90% | 100% |
|---|-----|------|
| Cover Sheet | S | F |
| General Notes | S | F |
| Summary of Quantities | S | F |
| Garage Level Plan with Work Identification Sheets | S | F |
| Spall Repair Details | S | F |
| Crack Repair Details | S | F |
| Façade Replacement Details | S | F |
| Concrete sealing details | S | F |
| Pavement Marking details | S | F |
| Miscellaneous Repair Detail Sheet(s) | S | F |

Notes: (S)-Substantially Complete, (F)-Final

Based upon comments provided by the CITY regarding the preliminary engineering plans (90% submittal), the CONSULTANT will prepare final construction design plans and an updated construction cost estimate for bidding and construction. Final plans will be submitted to CITY staff. All changes resulting from comments will be addressed by the CONSULTANT to finalize the engineering plans and construction cost estimate.

Task 3 – Future Maintenance Plan

The CONSULTANT under this task will develop a future maintenance plan for the structural related items that require maintenance including but not limited to the following;

- Joint sealing and replacement
- Concrete cleaning and sealing
- Painted pavement markings
- Drainage Cleanout/flushing
- Pressure Cleaning and coating

The Maintenance Plan will include approximate schedule for future maintenance items as well as anticipated cost in current dollars. The deliverable for this task will include an executive summary, schedule, future inspection cycle, and approximate maintenance costs associated with the anticipated maintenance repairs.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY’s consultants or representatives. The CITY shall provide all information requested by the CONSULTANT during the project, including but not limited to the following:

1. Access to the parking garage
2. Access to CITY maintenance staff
3. Any previous as-built plans or studies for the parking garage

EXHIBIT B – FEE SCHEDULE

The CITY agrees to pay and the CONSULTANT agrees to accept for services rendered pursuant to this Agreement fees inclusive of expenses in accordance with the following and as further described in Exhibit C – Proposed Staff Hours and Fee:

Professional Services Fee

The basic compensation mutually agreed upon by the CONSULTANT and the CITY is as follows:

| Task Number & Name | | Fee | Type |
|--------------------|---|----------|----------|
| 1 | Site Visit and Structural Assessment Report | \$26,835 | Lump Sum |
| 2 | Parking Garage Repair Documents | \$43,115 | Lump Sum |
| 3 | Future Maintenance Plan | \$9,380 | Lump Sum |
| Total | | \$79,330 | |



Melbourne City Council
February 24, 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.13. |

Subject:

Consent Agenda

Background/Consideration:

- a. Purchase of DarkTrace Email Security System for the Information Technology Department, DG Technology Consulting LLC, Tampa, FL - annual cost \$56,413.39; total cost of contract \$169,240.17.
- b. Purchase of a boomed tool-carrier unit for the Streets and Stormwater Management Division, Everglades Farm Equipment, Inc., Wellington, FL - \$313,908.91.
- c. Purchase of traffic signal emergency vehicle preemption equipment for the Fire Department, Project No. 14225, Insight Public Sector, Inc., Tempe, AZ- \$84,970.
- d. Mutual Aid Agreement for law enforcement assistance between the Sheriff of Brevard County, the Melbourne Airport Authority and the municipalities of Cocoa, Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne, Melbourne Beach, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne, and authorization for the City Manager and Chief of Police to execute the Agreement.
- e. **Resolution No. 4406:** A resolution appropriating \$10,776 from the Federal Asset Sharing Fund for the purchase of paddle holsters for new handguns for the Melbourne Police Department.
- f. **Resolution No. 4407:** A resolution authorizing the City Manager to submit a grant application to the Florida Inland Navigation District through the Waterways Assistance Program for grant funding in the amount of \$927,160 with required matching funds for the Front Street Boat Dock Replacement Project, Phase II.
- g. **Resolution No. 4408:** A resolution adopting the names "Apex Circle" and "Snook Ridge Way" as private driveways within an apartment complex to be located on South Babcock Street, north of Eber Boulevard.



**Melbourne City Council
February 24, 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.13.a.

Subject:

Purchase of DarkTrace Email Security System.

Background/Consideration:

The Information Technology (IT) Department has researched solutions to address issues that have arisen as a result of the City's email security quarantining process. A quarantined email is a message flagged by security filters as potential spam, phishing, or malware, which is then moved to a secure, isolated area of the email system. This prevents malicious content from causing harm by unsuspecting Microsoft users, and instead quarantined emails are reviewed, released, or deleted. In early 2025, the City experienced an increased number of emails being sent to quarantine without the ability to expeditiously review, approve and release the safe emails; therefore, causing a disruption in business operations. Upon identifying the issue, IT staff was required to manually review thousands of emails daily to determine validity for release to the intended recipient or further investigation. This manual process is not efficient or sustainable.

The IT Department conducted research, evaluating several programs and applications that address and provide quarantining solutions compatible with Microsoft Outlook. The IT Department determined that the DarkTrace Email Security System best met the requirements and needs of the City to assist with automated processing and review of quarantined emails. This will expedite the process and release safe emails to their intended recipients. Without this system, email would continue to fill a quarantine queue and require manual review and release by IT staff. DarkTrace is unique in that it incorporates AI functionality and machine learning to expedite the processes and sends appropriate alerts to assist staff in identifying rogue emails. This is a three-year contract valued at \$56,413.39 annually, or \$169,240.17 over the contract period.

Contract/Solicitation:

This is a single source purchase. A completed single source form is attached.

Fiscal/Budget Impact:

This is a three-year contract valued at \$56,413.39 annually, or \$169,240.17 over the contract period. Funding is available in the Information Technology Computer Software expense account 13000516-552020 for Fiscal Year (FY) 2026/Year 1 of the contract. Years 2 and 3 of the contract will be budgeted in FY 2027 and 2028.

Requested Action:



Approval of purchase of DarkTrace Email Security System for the Information Technology Department, DG Technology Consulting LLC, Tampa, FL - annual cost \$56,413.39; total cost of contract \$169,240.17.



Deborah Gannaway
 DG Technology Consulting LLC
 +1 (813) 728-4986
 deb.gannaway@dgtechllc.com
 dgtechllc.com

| | | | |
|------------|--------------------------------------|-----------------|-----------------------|
| Quote Name | (3-Year) DarkTrace City of Melbourne | Quote Number | 00001715 |
| Vendor | DarkTrace | Quoted On Date | 1/20/2026 |
| | | Expiration Date | 2/28/2026 |
| | | Payment Terms | Net 30, Paid Up Front |

End User Details

| | | | |
|-----------------|---|-----------------|---|
| Bill To Name | City of Melbourne | Ship To Name | City of Melbourne |
| Bill To Address | 900 East Strawbridge Avenue Melbourne, FL 32901 United States | Ship To Address | 900 East Strawbridge Avenue Melbourne, FL 32901 United States |

| SKU | Solution | Solution Description | Quantity | Price Per Unit | Quote |
|------------------------|--|----------------------|----------|----------------|-------------|
| DT-PL-PD-EM-HY-0001000 | 901-1000. Darktrace / EMAIL Product. Featuring core ActiveAI Security Platform capabilities to secure your emails: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. Deployed to hybrid exchange clients (on-prem and online). | | 1.00 | \$39,389.44 | \$39,389.44 |
| DT-PL-PD-ID-0000600 | 501-600. Darktrace / IDENTITY product. Featuring core ActiveAI Security Platform capabilities to secure users across your business: Real Time Detection, Autonomous Response, Cyber AI Analyst & Technical Support. Darktrace /IDENTITY supports the following | Year 1 | 1.00 | \$13,003.40 | \$13,003.40 |
| DT-PL-PD-EM-HY-0001000 | 901-1000. Darktrace / EMAIL Product. Featuring core ActiveAI Security Platform capabilities to secure your emails: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. Deployed to hybrid exchange clients (on-prem and online). | Year 1 | 1.00 | \$39,389.44 | \$39,389.44 |
| DT-DP-VM-40K | Darktrace Cloud Master 40,000 Connections | Year 1 | 1.00 | \$4,020.55 | \$4,020.55 |
| DT-PL-PD-ID-0000600 | 501-600. Darktrace / IDENTITY product. Featuring core ActiveAI Security Platform capabilities to secure users across your business: Real Time Detection, Autonomous Response, Cyber AI Analyst & Technical Support. Darktrace /IDENTITY supports the following | Year 2 | 1.00 | \$13,003.40 | \$13,003.40 |
| DT-PL-PD-EM-HY-0001000 | 901-1000. Darktrace / EMAIL Product. Featuring core ActiveAI Security Platform capabilities to secure your emails: Real Time Detection, Autonomous Response, Cyber AI Analyst and Technical Support. Deployed to hybrid exchange clients (on-prem and online). | Year 2 | 1.00 | \$39,389.44 | \$39,389.44 |
| DT-DP-VM-40K | Darktrace Cloud Master 40,000 Connections | Year 2 | 1.00 | \$4,020.55 | \$4,020.55 |
| DT-PL-PD-ID-0000600 | 501-600. Darktrace / IDENTITY product. Featuring core ActiveAI Security Platform capabilities to secure users across your business: Real Time Detection, Autonomous Response, Cyber AI Analyst & Technical Support. Darktrace /IDENTITY supports the following | Year 3 | 1.00 | \$13,003.40 | \$13,003.40 |
| DT-DP-VM-40K | Darktrace Cloud Master 40,000 Connections | Year 3 | 1.00 | \$4,020.55 | \$4,020.55 |
| DT-SIS | Darktrace Holdings Limited Standard Support Services | Year 3 | 1.00 | \$0.00 | \$0.00 |
| DT-IS | Darktrace Holdings Limited Installation Services | Year 3 | 1.00 | \$0.00 | \$0.00 |

Total Investment \$169,240.17



Deborah Gannaway
 DG Technology Consulting LLC
 +1 (813) 728-4986
 deb.gannaway@dgtechllc.com
 dgtechllc.com


Payment Schedule

| Payment Date | Payment Amount |
|--------------|----------------------|
| 2/1/26 | \$ 56,413.39 |
| 2/1/27 | \$ 56,413.39 |
| 2/1/28 | \$ 56,413.39 |
| Total | \$ 169,240.17 |

Omnia Contract Number: 01-130

<https://www.omniapartners.com/suppliers/climb-channel-solutions/public-sector/contract-documents>

Approvals

| | |
|-------------------|--|
| City of Melbourne |  Deborah Gannaway (Jan 27, 2026 13:18:59 EST) |
| Name | DG Technology Consulting LLC Deborah Gannaway |
| Title | Name Debbie Gannaway |
| Date | Title Jan 27, 2026 |
| | Date |

Thank you for contacting DG Technology Consulting LLC. We value your business greatly and will continue to deliver the services you need to retain it. This quote is not intended to represent the entire conversation; only what was relevant to the solution you requested. We make every effort to provide a complete and correct solution. However, the accuracy of the solution provided is dependent on the information gathered. If relevant information is not provided by our customer, DG Technology Consulting LLC cannot be held responsible. We urge you to review this quote fully, to ensure it reflects all of your required specifications. If you have additional questions, please contact your designated DG Technology Consulting LLC contact.

To order the above products, please provide this signed quote or a purchase order to your DG Technology Contact.

PRICING IS CONTINGENT ON TERMS, FLOORING OR WIRE
 ***SUBJECT TO CREDIT CARD FEES IF NOT PLACED ON TERMS OR WIRE ***
 PRICING MAY NEED TO BE RE-CALCULATED/ADJUSTED IF YOU ARE GOING TO USE MULTIPLE CREDIT CARDS AT THE TIME OF ORDER
TERM & RENEWAL INFORMATION ACCURACY NOTICE

**Climb- Contract # 01-130
Authorized Resellers**

| Authorized Reseller | Full Catalog (Y/N) if No, please Specify | National (Y/N) if No please Specify | Contact Information |
|--|---|--|---|
| 1903 Solutions LLC | Y | Y | al.brunelle@1903solutions.com |
| Adry Partners, LLC | Y | Y | adam.rusak@adrytech.com |
| Ahead, Inc. | Y | Y | sin.bigelow@ahead.com |
| ArcFire One LLC | Y | Y | sergio@arcfireone.com |
| Aspire Technology Partners | Y | Y | gklausa@aspiretransforms.com |
| Aurora Systems Consulting | Y | Y | dgrillo@aurorait.com |
| A-VAR Inc. | Y | Y | frank@a-var.com |
| BlackPoint IT Services | Y | Y | jennifer.allen@blackpoint-it.com |
| Blue Chip Tek, Inc. | Y | Y | Tammie.Gorman@convergetp.com |
| Blue Karma Security LLC | Y | Y | jb@bluekarmasecurity.net |
| BlueAlly Technology Solutions, LLC | Y | Y | hjepson@blueally.com |
| BorderLAN Inc. | Y | Y | diane@borderlan.com |
| Capital Data | Y | Y | pbrowser@capital-data.com |
| Catalyst Technology Group USA, Inc. | Y | Y | ppatterson@usacatalyst.com |
| CDW-G | Y | Y | mattpet@cdw.com |
| Cherbonnier Mayer & Associates, Inc. | Y | Y | mmackey@cma-it.com |
| Climb Global Solutions, Inc. DBA Grey | Y | Y | daveh@greymatter.com |
| Clutch Solutions LLC | Y | Y | gov@clutchsolutions.com |
| CNP Technologies | Y | Y | Michael Hale; mhale@cnp.net |
| Computer Business Solutions, Inc. | Y | Y | istapleton@computer-business.com |
| Computers at Work!, Inc. DBA vTechio | Y | Y | Chris.kitson@vtechio.com |
| Converge Technology Solutions | Y | Y | ry.armstrong@convergetp.com |
| ConvergeOne, Inc. | Y | Y | team_psc@onec1.com |
| CyKor | Y | Y | contracts@cykor.com |
| Dallas Digital Services, LLC | Y | Y | howie.evans@ddserv.com |
| Data Center Warehouse, LLC | Y | Y | John.Zimmer@4dcw.com / Sergio.Ramalho@4dcw.com |
| DG Technology Consulting LLC | Y | Y | deb.gannaway@dgtechllc.com |
| DGR Systems, LLC | Y | Y | finance@dgrsystems.com |
| Digital Securus LLC, dba Deep Forest S | Y | Y | mikem@deepforestsecurity.com |
| Dox Electronics, Inc. | Y | Y | DaleM@doxnet.com |
| Edge Team | Y | Y | cory@edgeteam.com |
| Eos Systems | Y | Y | peters@eos-systems.com |
| ePlus | Y | Y | CONTRACTS_sledoperationsteam@eplus.com |
| Evotek | Y | Y | partner-operations@evotek.com |
| Frontier Technology DBA MicroAge | Y | Y | vicki.chacon@microage.com |
| GHA Technologies, Inc. | Y | Y | laurie.coon@gha-associates.com |
| Heartland Business Systems, LLC | Y | Y | vendorrelations@hbs.net |
| Howard Technology Solutions | Y | Y | bboyd@howard.com |
| Hub City Media, Inc. | Y | Y | fhealy@hubcitymedia.com |
| IMPEX Technologies, Inc. | Y | Y | sroman@impextechnologies.com |
| International Data Link Inc | Y | Y | jmlis@i-datalink.com |
| InterWorks, Inc. | Y | Y | andrew.wooten@interworks.com |
| Kambrian Corporation | Y | Y | sales@kambrian.com |
| Keeper Technology LLC | Y | Y | jeff.podgorski@keepertech.com |
| Liberty Technology | Y | Y | ashley@libertytech.net |
| Loial Inc | Y | Y | mtalcott@loialinc.com |
| Lyon Micro, LLC | Y | Y | kyle@lyonmicro.com |
| Mainline Information Systems, LLC | Y | Y | rob.butler@mainline.com |
| Mangudai LLC | Y | Y | bill@mangudai.it |
| Micro Logic, Inc. dba Micro Systems S | Y | Y | jortiz@msscweb.com |
| Modcomp, Inc. dba CSPI Technology S | Y | Y | peter.kaufman@cspi.com |
| Multipath Data, Inc. | Y | Y | Tom O'Malley tomalley@multipathdata.com |
| Netsync Network Solutions | Y | Y | kmatsunaga@netsync.com |
| Network Integration Company Partne | Y | Y | kwhite@nicpartnersinc.com |
| Networked Educational Technologies | Y | Y | elizabeth.vogel@csdnet.net |
| Nth Generation Computing, Inc. | Y | Y | bids@nth.com |
| NXT GEN Technologies, Inc. | Y | Y | pmansur@nxtgentech.com |
| Ocean Computer Group, Inc. | Y | Y | mju@oceancomputer.com |
| Ochser Consulting | Y | Y | david@ochserconsulting.com |
| Optiv Security Inc. | Y | Y | amy.powell@optiv.com |
| Paperless Knowledge | Y | Y | mwasco@pkinc.biz |
| PartnerOne IT LLC | Y | Y | tmeisner@partneroneit.com |
| Personal Computer Systems, Inc. | Y | Y | jwaldroop@pcsknox.com |
| Quality and Assurance Technology Co | Y | Y | itejada@qatech.com |
| Right! Systems, Inc. | Y | Y | spadget@rightsys.com |
| RJ Young | Y | Y | Helena.Anttila@RJYoung.com |

**Climb- Contract # 01-130
Authorized Resellers**

| Authorized Reseller | Full Catalog (Y/N) if No, please Specify | National (Y/N) if No please Specify | Contact Information |
|-------------------------------------|---|--|---|
| ROI-IT LLC | Y | <u>Y</u> | billing@roi-it.net |
| Sac Associates LLC | Y | <u>Y</u> | rachid@sacassociates.net |
| Sanity Solutions | Y | <u>Y</u> | egross@sanitysolutions.com |
| Sequel Data Systems, Inc. | Y | <u>Y</u> | jonathan.clifton@sequeldata.com |
| SMS Tech Solutions LLC | Y | <u>Y</u> | edward@smstechsolutions.com |
| Socccour Solutions | Y | <u>Y</u> | bhong@socccour.com |
| Spectrum Imaging Technologies, Inc. | Y | <u>Y</u> | csalas@spectrumistechnology.com |
| SSP Data | Y | <u>Y</u> | ap@ssp.com |
| Starnet Solutions | Y | <u>Y</u> | JackiD@starnetsolutions.com |
| Strategic Storage Solutions | Y | <u>Y</u> | tim@stratsolutions.com |
| Summus Industries, Inc. | Y | <u>Y</u> | tonya.west@summusindustries.com |
| Technology Integration Group (TIG) | Y | <u>Y</u> | ed.tagalog@tig.com |
| Tensus Technology LLC | Y | <u>Y</u> | wfernandez@tensus.com |
| Terralogic | Y | <u>Y</u> | arobinson@terralogic.com |
| Total Tech International Inc. | Y | <u>Y</u> | khamilton@1totaltech.com |
| Trace3 | Y | <u>Y</u> | Nicole Vacketta; nicole.vacketta@trace3.com |
| Trebron Security, LLC | Y | <u>Y</u> | dpeck@trebron.com |
| Twotrees Technologies LLC | Y | <u>Y</u> | ssmith@twotrees.com |
| Vision Data Center | Y | <u>Y</u> | jeff@visionbp.com |
| VLCM | Y | <u>Y</u> | mshelley@vlcm.com |
| Zivaro, Inc. | Y | <u>Y</u> | contracts@zivaro.com |

Climb - Contract # 159571

Discount Structure

| Manufacturer | Discount off List |
|-------------------------------|--------------------------|
| Acronis | 5% |
| Arcserve | 4% |
| Automox | 5% |
| Bitdefender | 5% |
| CoreView | 5% |
| Coro | 5% |
| CYREBRO | 10% |
| Darktrace | 2% |
| DataCore | 9% |
| Datadobi | 5% |
| Deep Instinct | 5% |
| Delinea | 4% |
| Flashpoint | 5% |
| Freshworks | 2% |
| Garland | 3% |
| GFI | 15% |
| Hammerspace | 5% |
| Kiteworks | 5% |
| Logicgate | 5% |
| Macrium | 5% |
| N-Able | 5% |
| Nexsan | 5% |
| OpenText | 5% |
| Paessler | 5% |
| Parallels | 5% |
| RackWare, Inc. | 5% |
| Reliaquest | 2% |
| RJ Young Engineering Services | 5% |
| Scale | 2.78 - 18.49% |
| Scality | 5% |
| Seagate Lyve Mobile | 5% |
| Seagate Systems | 5% |
| Smartbear | 5% |
| Sonatype | 4% |
| Sophos | 4% |
| SUSE | 2% or 5% |
| Syxsense | 5% |
| Thales/Imperva | 5% |
| Tintri | 12% |
| Trend Micro | 4% |
| TXOne | 5% |
| Unitrends | 5% |
| Wasabi | 5% |
| Zendesk | 5% |

Subject: Sole Source Justification – Darktrace Cybersecurity Platform

Darktrace respectfully submits this Sole Source Justification to support the procurement of the **Darktrace Cybersecurity Platform**, including its Network and Email modules. Below are the unique capabilities outlined below:

1. Vendor Information

Vendor: Darktrace

Address: 1111 Brickell Avenue, 10th Floor, Miami, FL 33131

Product: Darktrace Self-Learning AI Cybersecurity Platform

Authorized Partner: DG Technology Consulting LLC

2. Description of Product / Service

Darktrace provides an AI-driven cybersecurity platform that autonomously learns an organization's behavior to detect, investigate, and respond to cyber threats across network, email, cloud, and identity environments.

3. Sole Source Justification

Darktrace is uniquely qualified provider of this technology due to the following **capabilities**:

1. Patented Self-Learning AI

Darktrace has developed **over 200 patents** dedicated to Self-Learning AI, enabling context-rich anomaly detection such as identifying when specific connections or behaviors deviate significantly (e.g., "87% anomalous for a given device"). This patented behavioral AI is not available from competing cybersecurity vendors.

2. Autonomous Response (not automated playbooks)

Unlike conventional automated response tools that rely on predefined rules, Darktrace's **Autonomous Response** takes real-time, context-aware action to stop **novel, zero-day, and AI-generated attacks** — without requiring signatures, rules, or prior threat knowledge.

3. Unified, Built-Not-Bought Architecture

All Darktrace modules (Network, Email, Identity, Cloud) are built natively on the same Self-Learning AI engine. This architecture provides seamless **cross-domain correlation** and a unified security posture. Competitive vendors typically rely on acquisitions or stitched-together components.

4. AI-Powered Investigations via Cyber AI Analyst

Darktrace's Cyber AI Analyst autonomously **triages, correlates, and investigates incidents**, reducing human investigation time by up to **92%**. This automated analytical capability has no equivalent in other platforms.

5. Cross-Domain Correlation Between Network & Identity

Darktrace is the only platform that correlates **identity anomalies** with **network traffic** in real time, improving detection of insider threats, lateral movement, account takeover, and AI-assisted phishing.

6. Broadest Identity Coverage + Real-Time Response

Darktrace Identity uniquely integrates behavioral analysis across SaaS systems (Microsoft 365, Salesforce, Slack, Okta, etc.) and provides **real-time autonomous response** to disrupt account misuse, impossible travel, and privilege abuse.

7. Full-Spectrum Behavioral Protection

Darktrace continuously learns the unique behaviors of users, devices, SaaS platforms, email activity, cloud workloads, and identity systems — delivering **signature-less, behavior-based detection** across all environments. This depth and breadth of contextual understanding is unmatched by any other vendor.

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 **three 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 to 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: 2/4/26

ATTEST: 
Kevin McKeown, City Clerk

VENDOR:

DG Technology Consulting LLC

By: 
Deborah Gannaway (Jan 21, 2026 15:55:19 EST)
Name: Deborah Gannaway
As Authorized Agent

Date: Jan 21, 2026

Title of Attached Agreement: _____


General Addendum to Vendor Agmts (v 2025-10-22)

Final Audit Report

2026-01-21

| | |
|-----------------|---|
| Created: | 2026-01-21 |
| By: | Curtis Gannaway (curtis.gannaway@dgtechllc.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAKgF8P6tq-G_jYSKzY9j659xmFujoux2 |

"General Addendum to Vendor Agmts (v 2025-10-22)" History

-  Document created by Curtis Gannaway (curtis.gannaway@dgtechllc.com)
2026-01-21 - 8:42:08 PM GMT- IP address: 104.28.224.252
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-  Email viewed by Deborah Gannaway (deb.gannaway@dgtechllc.com)
2026-01-21 - 8:46:25 PM GMT- IP address: 98.87.212.76
-  Document e-signed by Deborah Gannaway (deb.gannaway@dgtechllc.com)
Signature Date: 2026-01-21 - 8:55:19 PM GMT - Time Source: server- IP address: 174.211.230.40
-  Agreement completed.
2026-01-21 - 8:55:19 PM GMT



SOLE/SINGLE SOURCE REQUEST FORM

| | |
|-------------------------------------|--------------------------------|
| DATE: | 2/4/26 |
| TO: | Greg Bunn, Procurement Manager |
| THRU: | |
| FROM: | Kevin Burns, CIO |
| Product/Service Description: | DarkTrace Email Product |

PART I

CHECK ONE: **FIRST APPLICATION** **RENEWAL**

SOLE SOURCE • SINGLE SOURCE • SOLE BRAND • STANDARDIZATION

It is the policy of the City of Melbourne to consistently purchase goods and services using full and open competition. The taxpayers in Melbourne are best served when we make sound business decisions based on competitive bids or proposals. Early acquisition planning that includes the Procurement Division can help to avoid delays and to facilitate effective market research. However, there may be instances when other than full and open competition may be justified. When a user department(s) determines that other than full and open competition is necessary or in the best interest of City of Melbourne, appropriate justification for that course of action must be submitted to the Procurement Division for approval in order to waive the competitive procurement process.

REQUEST FOR:

| | |
|---|---|
| <input type="checkbox"/> SOLE SOURCE* | <input type="checkbox"/> SOLE BRAND* |
| <input checked="" type="checkbox"/> SINGLE SOURCE* | <input checked="" type="checkbox"/> STANDARDIZATION* |

(More than one box above may be checked)

***SOLE SOURCE (use for single purchases only)**

The supply of a product or service so uniquely* qualified that it is only available from a solitary source.

***SINGLE SOURCE (use for single purchases only)**

The supply of a product or service which may be available from multiple sources, but a specific vendor is uniquely* qualified and meets the users' requirements.

***SOLE BRAND (use for single purchases only)**

This is a specified service or product that has unique specifications to successfully meet the needs of the department and no alternate brands are acceptable.

***STANDARDIZATION (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.)**

This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.

2. Without an equal or equivalent; unparalleled
3. Unusual; extraordinary
4. Characteristic of a particular category, condition, or locality

| | | | |
|------------------------------|--|----------------------------|-----------------|
| Order must be placed by: | 2/28/2026 | Product/Service needed by: | 2/28/2026 |
| Proposed Vendor: Address: | DG Technology Consulting LLC. 3317 Jean Circle, Tampa, Fl. 33629 | | |
| Brand: | DarkTrace | Product #: | |
| Estimated Cost of Purchase: | \$ 56,413.39 YR | Account to be charged: | 13000516-552020 |

Note: Insurance may be required, check with the Procurement Office.

PART II QUESTIONNAIRE

ALL QUESTIONS MUST BE ANSWERED

(ATTACH DOCUMENTATION TO SUPPORT THE FOLLOWING ANSWERS)

Explain why the product/service requested is the only product/service that can satisfy your requirements and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities and compatibility. Describe what steps have been undertaken to make this determination:

DarkTrace is a cybersecurity enhancer used to support the IT Security Team monitoring email. We performed a POC for several months to determine the accuracy of the product.

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):

DarkTrace is the highest rated system of this type by Gartner. It is also the only system that incorporates AI and machine learning making it unique.

Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one? If so, Estimated Annual Expenditure: \$

No, when the item comes up for renewal in three years we will shop VAR's for the best renewal pricing.

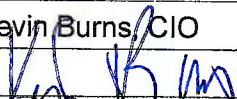
Please describe your market research and the results thereof. This should include a description of other similar sources or products available in the market, if any, and why they are not acceptable.

We reviewed and compared 4 different solutions. We also used the available Gartner research on this type of email system, DarkTrace was the highest recommended system for our requirements.

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

If this is not approved, we will continue to be more susceptible to email attacks. We do not have the resources to review and monitor the email systems and logs every day to be efficient and catch potential emails that will put the city at risk.

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): | Kevin Burns, CIO | Date: | February 4, 2026 |
| Dept. Head Signature: |  | Date: | |

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:

Gregory Baum
Procurement Team Member

2/13/26

Date

DISAPPROVED: _____ If not approved state reason below:



**Melbourne City Council
February 24, 2026
City Manager's Item Report**

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

Subject:

Purchase of boomed tool-carrier unit for the Streets and Stormwater Management Division.

Background/Consideration:

This purchase is for the scheduled replacement of a 2014 tractor-mounted boom-mower, asset number 105270. The replacement unit will be a multi-functional boomed tool-carrier unit that is much more versatile, safer to operate, and easier to maintain than the single-use tractor-mounted boom-mower. This tool-carrier will be purchased via Sourcewell Contract Number EGN-032525, comes with a one-year / 1,000-hour warranty, and has an estimated delivery time of eight to twelve weeks.

Contract/Solicitation:

This purchase utilizes the contract pricing from Sourcewell consortium contract number 032525-EGN. The quoted pricing is less than the contract pricing. This contract expires on May 15, 2029.

Fiscal/Budget Impact:

Funds are available in account number 58200541-564000 (Stormwater Ops - Machinery & Equipment).

Requested Action:

Approval of the purchase of a boomed tool-carrier unit for the Streets and Stormwater Management Division, Everglades Farm Equipment, Inc., Wellington, FL - \$313,908.91.



ENERGREEN[®]
Professional Machines *America*

| | |
|--------------|--------------------------------|
| Quote # | |
| Prepared by: | Mike Pereny |
| Email | mike.pereny@energreamerica.com |
| Quoted On | 1/29/2026 |
| Sales Order# | |
| Expires On | |

| | |
|---------------|-----------------------|
| Contract | SOURCEWELL EGN-032525 |
| Freight Terms | |
| Credit Terms | |
| Dealer Po | |
| End User PO | |

Bill To: CITY OF MELBOURNE
Ship to: EVERGLADES EQUIPMENT GROUP

| | |
|--------------|--|
| Invoice | |
| Loading Dock | |
| ETA | |

Machine Information

| | | | |
|-------|-------------|------------|-----|
| Make | ILF | Tire Size | |
| Model | ALPHA EAGLE | Track Type | N/A |
| Year | | | |

| QTY | Part# | DESCRIPTION KOMMUNAL BASE UNIT | | |
|-----|----------------|---|---------|--------------|
| 1 | ENG00001000054 | ALPHA Eagle (cabin with glass roof included) 33FT F-10 | | |
| 1 | | Tires UPGRADE TO NOKIAN | | |
| 1 | ENGOKT01000908 | Fenders for tires 600 and 650 | | |
| 1 | | NEW SPEED 150 SWINGING HAMMER HEAD 50" | | |
| 1 | E00301370000 | Hydraulic rotator | | |
| 1 | E00301371400 | Electro hydra door for head | | |
| 1 | | Protection Chains for forestry head | | |
| 1 | ENGOKT01000049 | STD ENERGREEN paint - RAL 2011 Orange/RAL 7021 Grey | | |
| 1 | ENGOKT01001073 | Automatic lubrication system with 12 greasing points, programmable control (ONLY FOR ARMS mod. T) | | |
| 1 | E620KITBRA02 | Hydraulic quick couplings mounted on the arm | | |
| | | | TOTAL | \$310,908.91 |
| | | | | |
| | | | FREIGHT | \$3,000.00 |
| | | | TOTALS | \$313,908.91 |

Notes:

Signature _____

Date _____

*Unless otherwise stated, this quote will expire 30 days after the issue date**. 1) Acceptance of this form is not firm until credit is approved and purchase order is accepted by Energreen America, Inc. 3) Approximate shipping and/or delivery dates can be confirmed only by Energreen America, Inc. and delivery is sometimes subject to change due to conditions beyond the control of Energreen America, Inc. 4) This sales order and quote form is subject to Terms and Conditions contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you. 4) This sales order and quote form is subject to Terms and Conditions contained on page 3 of the form. If you did not receive page 2 containing the Terms and Conditions, please contact seller so that we may send them to you.
5) This sales order and quote form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this sales order & quote form by the buyer, including the buyers purchase order.

ENERGREEN WARRANTY

ENERGREEN warrants that at the time of sale to the customer and for a period ending the earlier of 12 (twelve) months from the date of sale to a customer, or (II) when the product reaches 1000 (a thousand) working hours ("Warranty Period"), the [Product] is free from defects in material and workmanship. You can register your purchase online at www.energreen.it. If you choose not to register your item, the original sales receipt showing the product name and the purchase date from an authorized retailer will be required to verify your warranty claim.

Carefully read the Use and Maintenance Manual delivered with the product and follow the instructions to ensure the correct operation of the product and maintenance operations.

Subject to the limitations and exclusions set forth below, ENERGREEN shall, in its sole discretion, directly or through an authorized post-sale service shop, repair or replace such product or the part found to be defective at ENERGREEN's cost, within the limits and according to the specifications of these limited warranty terms.

Defects or damage that result from (I) use of the product for any purpose other than the purpose that is identified in the instruction manual, (II) improper storage, improper operation, misuse or abuse, accident, casualty, or neglect, such as physical damage (cracks, scratches, etc.) to the surface of the product resulting from misuse, (III) use of the product for commercial purposes or subjecting the product to abnormal usage or conditions, (IV) chance (fire, lightning, short circuit) which are not attributable to ENERGREEN, as well as connections to improper voltage supply or power line surge, are excluded from coverage. The limited warranty does not cover: the electrical system, tracks, hydraulic hoses, fuel pipes, batteries, hydraulic oil, motor oil, parts that are subject to normal wear and tear (consumables such as gaskets, filters, belts, relays, fuses, sleeves, spark plugs, injectors, knives, lubricants, etc.). Tampering with the hour meter will void this warranty.

The limited warranty does not cover (I) damage caused by service or repairs performed by anyone other than an Authorized Repair Workshop, (II) a product or a part that has been altered or modified by any person other than ENERGREEN's authorized representative, (III) failure of purchaser to properly maintain and service the Product at fixed intervals, as required by the Instruction Manual, (IV) failure of purchaser to use an authorized post-sale service shop to properly maintain and service the Product as required by the Instruction Manual, including without limitation failure to use the lubricants as specified in the manual, (V) the use and application of non original or not authorized equipment, accessories, spare parts or consumables, or (VI) damage from mishandled shipments or transit accidents when returning product.

ENERGREEN shall not be liable for a breach of this limited warranty unless Buyer gives written notice of the defect, reasonably described, to Seller within 8 (eight) days from the time when customer discovers or ought to have discovered the defect. ENERGREEN may at any time request the return of the product or parts replaced under warranty on a carriage free basis. ENERGREEN reserves the right to accept or refuse repair or replacement under warranty after checking the conditions of the same. The defective parts may, at the discretion of ENERGREEN, be replaced with new or with refurbished parts. ENERGREEN warrants replacement products or parts provided under this warranty against defects in materials and workmanship from the date of the replacement or repair for the remaining portion of the original product's warranty.

Products or parts manufactured by a third party ("Third Party Product") may be contained in, incorporated into, attached to or packaged together with, the products. Third Party Products are not covered by this limited warranty.

For the avoidance of doubt, ENERGREEN MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY PRODUCT, INCLUDING THE [THERMAL MOTOR], AND ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Notwithstanding the foregoing, a direct supplier warranty may apply to certain product parts, at the discretion of ENERGREEN.

EXCEPT FOR THE WARRANTY SET FORTH ABOVE ENERGREEN MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE CUSTOMER, AND ENERGREEN SOLE LIABILITY, AND IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IN NO EVENT SHALL ENERGREEN BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR ACCESSORY, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR LOSS OF REVENUE OR PROFITS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW. Some states and jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply. The customer may also have other rights that vary from state to state or from one jurisdiction to another.

ENERGREEN will accept no responsibility for any injury to people or animals or damage to property directly or indirectly resulting from failure to follow the instructions provided in the instruction manual, including, without limitation, warnings and product maintenance instructions.

In order to ensure product efficiency, the customer shall notify its dealer/agent of the following:

- any machine transfers outside its own zone;
- if the hour meter fails to work;
- any theft of the machine;
- the approach of the expiry date for undertaking the programmed maintenance;
- any defects, even minor, which may cause greater damage to the machine.

In addition to the Limited Warranty conditions the present document also contains:

DELIVERY REPORT - Certifying that the Dealer/Agent (I) has carried out a complete check and set up of the Product before delivery, (II) has supplied the Use and Maintenance Manual and (III) has informed the customer of the warranty terms applied.

PROGRAMMED MAINTENANCE - Customers must perform programmed (scheduled) maintenance as described in the book. Failure to perform such maintenance could result in warranty denial.

SCHEDULED MAINTENANCE - The scheduled maintenance operations during the warranty period are described in the Use and Maintenance Manual and remain at the Customer's cost.

ILF ALPHA 173HP



ENERGREEN[®] *America*
Professional Machines



SELF-PROPELLED
HYDROSTATIC
MACHINES



SELF-PROPELLED
HYDROSTATIC MACHINES





BRUSHCUTTER

Brushcutter with Multifunction Arm

ILF ALPHA

Energreen presents the new self-propelled hydrostatic machine **ILF Alpha**.

A high technology level machine that guarantees high performances, safety and working flexibility. Born from an award-winning project recognized by the biggest customer of the green maintenance.

ILF Alpha does not lose the features which has made unique these tool carrier machines with telescopic arm: visibility, multifunctionality, ability, performance etc.

ILF Alpha can be equipped with 3 different types of arm with different lengths which have various equipment.



STRENGTHS

ILF ALPHA



STRENGTHS



Safety and Comfort

- 90° rotating cabin homologated FOPS-ROPS
- High visibility panoramic windscreen
- Excellent working ergonomics
- SCD Stability Control Device



Quality

- 10" LCD Display ECI Enegreen Control Interface
- 3D 173 HP Stage V powerful engine
- Main parts made with special steel
- EPA Tier 4f emission
- Heavy Duty hydrostatic transmissions



Multifunctional

- Three types of arm: F, T, 3P
- Many tools available
- Green maintenance, forestry work, winter viability
- Front and rear attachment for tools



Productivity

- Sturdy and flexible telescopic arms
- Bidirectional work
- Activity with several combined tools
- Easy and smart to use
- 360° cabin visibility



THREE DIFFERENT ARM SHAPES



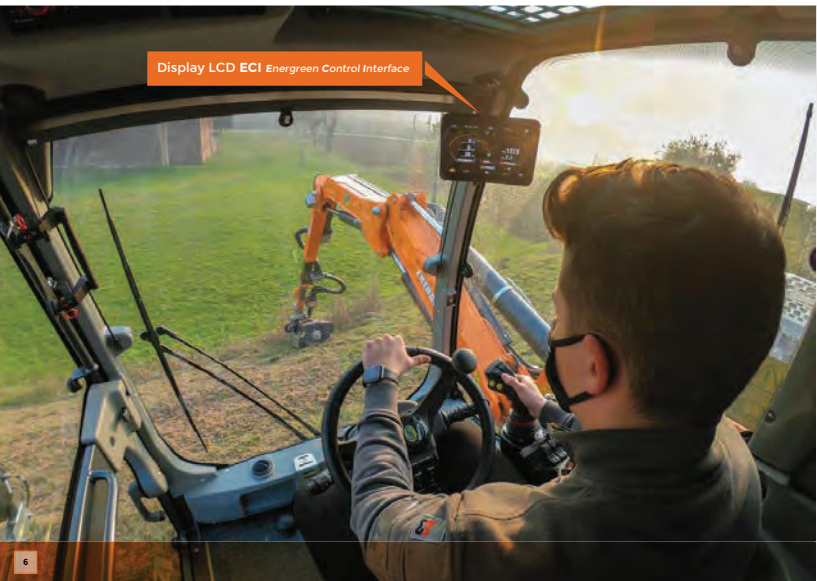
ARM F



ARM T



ARM 3P



Display LCD ECI Energreen Control Interface

360° VISIBILITY

Complete visibility of the working environment

Visibility is an essential element for a correct and safe use of the machine while working and moving.
 Visibility has always been one of Energreen strengths!

ILF Alpha has a comfortable and spacious cabin, equipped with a large windscreen which allows the operator to have an efficient and total view of the work, keeping a high level of comfort and physical wellness.
 In terms of safety, the cabin is certified by FOPS-ROPS tests: anti-tipping, against the risk of falling objects, soundproofed, provided with an efficient cooling system, and equipped with all that features necessary to assure the operator a safe and comfortable working environment.

The 90° rotation of the cab makes the cut of the grass on both directions much easier. The rotating cabin allows the operator to always keep the correct body posture, avoiding stress and backpain or stiff neck, as well as managing the work with great comfort and care.



ROTATING CABIN



CABIN COMFORT

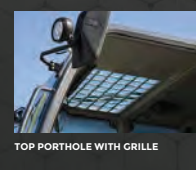


Maximum Safety and Comfort

ILF Alpha cabin is homologated according to the FOPS-ROPS regulation that guarantees the protection against overturning and objects fall. The cabin is completely isolated and efficiently air-conditioned thanks to a sealing system: soft gasket are settled on fixed and mobile glasses and the cabin is mounted on elastic supports on sustain points. In this way, this multifunction machine is suited for working in dusty and noisy environments for many hours per day, still keeping a high level of comfort.

The cabin is available in three versions: **STANDARD - COMFORT - PRESTIGE**

|  CABIN STANDARD |  CABIN COMFORT |  CABIN PRESTIGE |
|---|--|--|
| <ul style="list-style-type: none"> • 90° rotating cabin • FOPS-ROPS homologated cabin • 10" ECI Display • Tilting and height-adjustable steering column • Electronic direction control lever • Adjustable armrest with Joystick • Front windshield washer wiper • Air conditioning with anti-pollen filter • Retractable sunshade on front windshield • Left mirror • Height-adjustable LED beacon • Cabin door partially openable • Darked anti-UV rear window, partially openable • Lateral documents holder • Automatic LED courtesy lights • Emergency glass break hammer • External electrical socket for 12 V services • Internal 12 V DC socket • Two-way USB socket • Clothes hangers • GRAMMER MAXIMO XXL seat with air suspension and adjustable lumbar shock absorber | <p>In addition to the «STANDARD CABIN» installation</p> <ul style="list-style-type: none"> • Cruise Control • Instant reverse pedal • DAB/Bluetooth stereo • LED working lights | <p>In addition to the «COMFORT CABIN» installation</p> <ul style="list-style-type: none"> • N. 1 reversing camera (integrated view in the ECI) • Twin LED beacon • Porthole with grille, curtain and windscreen wiper • Windshield wiper on the right side • 2 kg fire extinguisher • GRAMMER MAXIMO EVOLUTION DYNAMIC seat with larger seat dimensions, air suspension system, longitudinal shock absorber, side suspension, lumbar shock absorber and active climate control system |



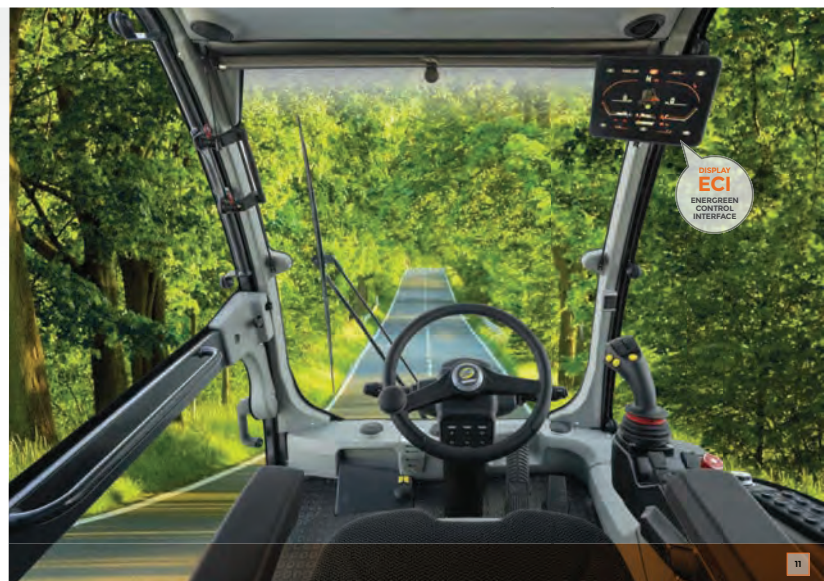
DISPLAY ECI

The new control system ECI "Energreen Control Interface"

The new 10" colors display (1) together with the new Power Track, the button panel and the Joystick create the new ECI system "Energreen Control Interface", exclusive by Energreen. This system allows to control all the functions of the machine in a simple and intuitive way, allowing also the customization of the screens based on the operator preferences.

The Power Track (2) is used for surfing inside the display. It is composed by multifunction buttons and a pushbutton for managing every function of the machine from the display.

Finally, the new Joystick (3) assures the control of the arm and of the tool with ease and the maximum precision.



TELESCOPIC ARM



F9.5
31'

F11
36'

F12
39'

TELESCOPIC ARM F

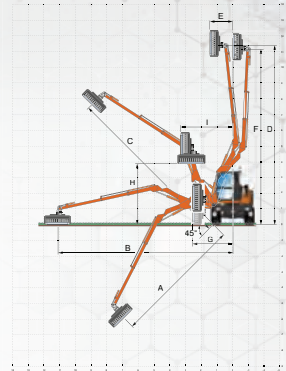


The telescopic arm F is ideal for grass cutting along roads or in narrow areas; its special shape makes the overcoming of obstacles - like road signals - easy and simple. It is also the ideal arm for aerial maintenance and pruning in vertical position.

Models:
F9.5 (31 ft)
F11 (36 ft)
F12 (39 ft)

FEATURES

- Telescopic arm up to 39 ft.
- Appropriate for roadsides or narrow areas.
- Easy overcoming of obstacles.
- Cutting of branches in vertical position.
- Versatile use of various tools.



| MOD. | A | B | C | D | E | F | G | H | I |
|------------|------|------|------|------|-----|------|-----|------|------|
| F9.5 (31') | 21.6 | 30.6 | 30.6 | 32 | 57 | 30.8 | 7.5 | 12 | 9.5 |
| F11 (36') | 27.2 | 36.5 | 36 | 37.6 | 6.3 | 37 | 8 | 12.7 | 9.7 |
| F12 (39') | 29.7 | 38.8 | 38.6 | 40 | 9 | 39.6 | 8.7 | 12.8 | 10.7 |

T8
26'

T10
33'

T12
39'

TELESCOPIC ARM T

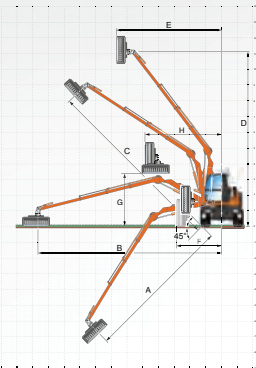


The telescopic arm T is sturdy and multifunction. It is able to safely work with every kind of equipment. This arm has been designed both for long distance activity and for working in narrow areas on the edge of the street.

Models:
T8 (26 ft)
T10 (33 ft)
T12 (39 ft)

FEATURES

- Braccio con estensione fino a 39 ft.
- Adatto per le lunghe distanze.
- Braccio lungo ma con dimensioni compatte.
- Taglio di rami in posizione verticale.
- Versatilità di utilizzo con vari attrezzi.



| MOD. | A | B | C | D | E | F | G | H |
|------|------|------|------|------|------|-----|------|------|
| T8 | 21.6 | 27.2 | 26.8 | 27.3 | 12.6 | 8.6 | 10.3 | 14.5 |
| T10 | 26 | 33 | 32.6 | 32 | 16.8 | 8.6 | 11.6 | 15 |
| T12 | 32 | 38.8 | 38.5 | 36.6 | 20.9 | 9 | 10.6 | 15.7 |

Foto: www.veco.com

3P
9.7
32'

TELESCOPIC ARM 3P

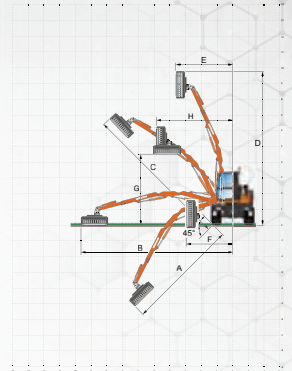


The telescopic arm 3P has a sturdy and compact structure, divided in 3 pieces for allowing the overcoming of the typical obstacles when working along the routes. In addition, its geometry makes it ideal for working with tools like buckets for the cleaning of canals.

Model:
3P 9,7 (32 ft)

FEATURES

- Telescopic arm up to 32 ft.
- Ideal for roadsides or canals.
- Overcoming of obstacles
- Ideal for working with buckets
- Sturdy and compact structure



| MOD. | A | B | C | D | E | F | G | H |
|-------------|------|------|------|------|------|-----|------|------|
| 3P 9,7 (32) | 23.6 | 31.6 | 31.3 | 32.3 | 17.7 | 9.3 | 14.8 | 15.5 |

Foto: www.veco.com



A FRONT ATTACHMENT



LIFTER "HERCULES" (22046 lb)
(optional)

B REAR ATTACHMENT



DIN PLATE 76060
(optional)

BLOWER
(optional)

TOW HOOK



EQUIPMENT

THE SUITABLE TOOL FOR EVERY WORK

| | | | | | | |
|----------|--|-------------------------------------|---|--|----------|--|
| C | | | | | A | |
| | NEW SPEED 47 CUTTING HEAD | NEW SPEED 59 CUTTING HEAD | CONVEYOR HEAD CUTTING HEAD WITH CONVEYOR BELT | FORESTRY HEAD FORESTRY HEAD WITH FIXED TEETH | | RAIBER BARRIER MOWER |
| | | | | | | TRANSFORMER 840 |
| | SAW BAR CUTTER DISCS BAR | CUTTER BAR | POWER SHEARS | IRON BRUSH | | DISCOVERY 840 |
| | | | | | | |
| | DITCH CLEANER | ORANGE PEEL GRAPPLE | TRUNK PINCERS | FORC-ONE | | ROTATOR UNIT ROTATOR UNIT FOR 90° EQUIPMENT ROTATION |
| | | | <i>Only for the telescopic arm 3P</i> | | | |
| | EXTRA TRUNK BRUNING SCISSORS-PINCERS | STUMP GRINDER | RIVER BUCKET WEEDING-MOWING BUCKET | DITCH BUCKET | | |

EQUIPMENT

MANOEUVRABILITY



2 STEERING WHEELS



4 STEERING WHEELS CONCENTRIC



4 STEERING WHEELS PARALLEL

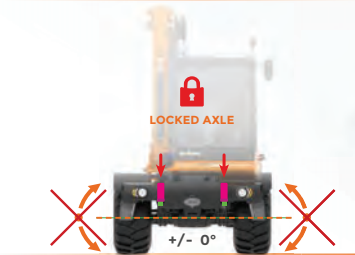
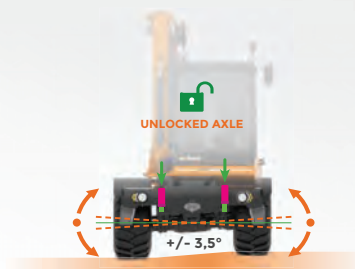


Agility and Accuracy in the Movements

The polyvalent soul of this machine is highlighted also from the 4-wheel drive traction system, all steering, hydraulically configurable from the cab control in 3 different operating modes:

- 2 front steering wheels, for the maximum agility on road movement.
- 4 steering wheels, a system that halves the turning range of the machine. Ideal for working in narrow areas.
- 4 parallel steering wheels (crab), useful for moving special tools or for moving away from an obstacle.

STABILITY



SCD Stability Control Device

The SCD Stability Control Device allows to lock the front axle oscillation, increasing the stability of the machine, in order to guarantee the maximum level of performance and safety for the operator. This plus is composed by two hydraulic jacks fixed on the chassis of the machine and controlled by the innovative ECI system inside the cab.



ENGINE

ILF ALPHA



JOHN DEERE

JOHN DEERE 4.5

EASY ACCESS FOR MAINTENANCE

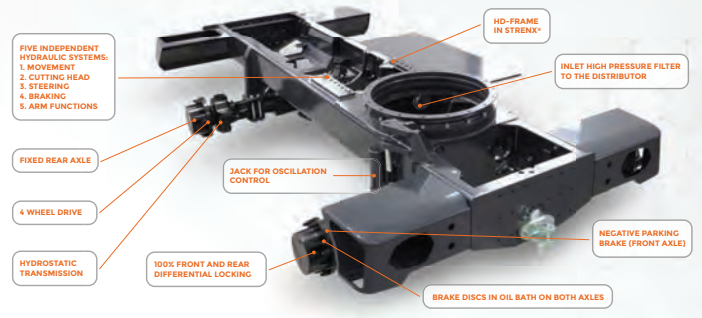
John Deere Power Engine

ILF Alpha is equipped with a John Deere 4.5 with 173 HP (129 kW), 4-cylinder inline engine with liquid-cooled, external exhaust gas recirculation and EU Stage V emissions.

The powerful Common Rail injection system with high pressure with 2 valves per cylinder and the electronic engine control (EMR) with intelligent link to the drive management ensures optimum engine performance at low fuel consumption.

- Minimum consumption of operative liquids compared to competitors.

• Technical support and diagnosis provided by John Deere's worldwide service network.



QUALITY

EASY MAINTENANCE

Easily accessible for maintenance

For meeting the productivity and safety needs of the clients, Energreen wanted to integrate in the self-propelled machine ILF Alpha a concept of ordinary maintenance which is simple, fast and efficient.

All the strategic points for the daily checks are easily accessible from the floor, the engine room and the various compartments for oil, diesel and AdBlue refueling are at hand.

All this makes ILF Alpha a cutting-edge machine, where the performance and the control of the operator are put in first place.



THE ENGINE COMPARTMENT IS EASILY ACCESSIBLE FOR ORDINARY AND EXTRAORDINARY MAINTENANCE



HANDLE

DIESEL AND OIL SUPPLY COMPARTMENT AND FILTER MAINTENANCE

ADBLUE SUPPLY COMPARTMENT

INTEGRATED STEP

MOVING STEP

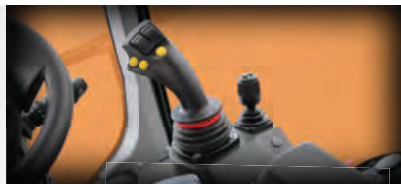


OPTIONAL



AUTO LUBE
Automatic greasing system

The **AUTO LUBE** system is built with an electric greasing pump, electronically controlled, that allows to work independently and to be programmed to ensure the best lubrication of pins and bushing of the arm and of hydraulic cylinders. Moreover, this system allows an important reduction of maintenance hours.



Simple and intuitive
JOYSTICK

High quality joystick with proportional main controls that allows a precise and smooth control of the equipments. It allows you to move up to 3 arm functions at the same time with an excellent gradual movement.

TYRES



WIDE RANGE
OF TIRES
FOR EVERY TYPE
OF GROUND
AND WORK

| STANDARD | OPTION A | OPTION B | OPTION C | OPTION D |
|---------------------------|-----------------------------------|------------------------------|---------------------------|--|
| MICHELIN 445/70 R 22.5 | CONTINENTAL / MITAS MPT 445/65 | ALLIANCE 18 PR 600/50 331 | TRELLEBORG 650/45 T440 | NOKIAN COUNTRY KING 600/50 R 22.5 10F |
| | | | | |



ILF ALPHA

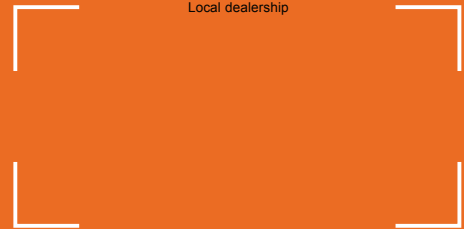
ENERGREENAMERICA.COM



SELF-PROPELLED HYDROSTATIC MACHINES



ENERGREEN America · 1242 Nowell Dr · Augusta · GA 30901 · USA
Phone CA 510 593 3144 · Phone GA 706 945 2800
info@energreamerica.com · www.energreamerica.com



Local dealership

PROFESSIONAL MACHINES AND EQUIPMENT



EUROPEAN CONFORMANCE CERTIFICATION
EN ISO 9001:2015
DNV-GL
ISO 9001



Melbourne City Council
February 24, 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: | C.13.c. |

Subject:

Purchase of Traffic Signal Emergency Vehicle Preemption Equipment.

Background/Consideration:

Historically, traffic signal preemption systems for emergency vehicles required significant equipment upgrades to both the vehicles and intersection signal controls. These systems primarily relied on line-of-sight technology, which limited their effectiveness and increased costs. The Florida Department of Transportation (FDOT) has recently developed a traffic preemption software system which can be integrated into both city and state-owned traffic signals.

This purchase for the Melbourne Fire Department includes a vehicle-mounted router and antenna equipment to support integration with FDOT emergency traffic signal preemption systems. This equipment enables emergency response vehicles to transmit GPS location and response status data to the FDOT network, allowing traffic signals to prioritize responding fire apparatus and improve response times and intersection safety.

The purchase includes twenty (20) complete router and antenna assemblies, consisting of Cradlepoint R1900 wireless routers, mounting hardware, cabling, antennas and ruggedized modern accessories. These assemblies will be installed in twenty (20) Fire Department emergency response vehicles, including engines, the heavy rescue, tower trucks, district vehicles and associated spare apparatus.

In addition to the supporting traffic signal preemption, the router assemblies will provide wireless data connectivity for firefighter support equipment. Installation will be performed by the City of Melbourne Fleet and Information Technology Department.

This purchase utilizes State of Florida contract pricing under Contract No. 43220000-NASPO-19-ACS, valid through September 30, 2026. Three quotes were received from authorized resellers, and the lowest responsive quote from Insight Public Sector, Inc. is being recommended.

Fiscal/Budget Impact:

Funding is available in the project budget, Project No. 14225.

Requested Action:



Approval for the purchase of traffic signal emergency vehicle preemption equipment for the Fire Department, Insight Public Sector, Inc., Tempe, AZ - \$84,970.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Kacie Black, Engineering Contract Manager
Date: January 26, 2026
Re: Purchase of Traffic Signal Pre-emption Equipment- Project No. 14225

This is a request for approval to purchase traffic signal pre-emption systems equipment.

Background

Historically, traffic signal preemption systems for emergency vehicles, such as fire apparatus, required equipment upgrades to the vehicles wishing to use the system along with requiring expensive and cumbersome equipment upgrades at each of the intersection signal controls. These types of systems were primarily line-of-sight which also limited their effectiveness.

The Florida Department of Transportation (FDOT) has recently developed a traffic pre-emption software system which can be integrated into both city and state-owned traffic signals within City of Melbourne. This new pre-emption system uses the existing interconnected signal network through the use of GPS location and equipment information provided by the vehicles, thus eliminating equipment upgrades for the signal equipment, removing line-of-sight limitations and minimizing the equipment upgrades to the vehicles needing to utilize the system. This allows for quicker response times, in addition to decreased risk to the public and personnel by allowing the existing signal system at intersections to support the prioritization of fire apparatus travel through the intersections.

The equipment necessary to provide the data the preemption software requires to function includes vehicle installed routers and cellular data cards and switches, which can be installed by the City's Fleet department.

This purchase utilizes contract pricing the State of Florida contract number 43220000-NASPO-19-ACS. The contract is valid through September 30, 2026. Three quotes were received from authorized resellers. The lowest responsive quote, provided by Insight Public Sector, Inc., is being used.

Compensation and Schedule

Funding is available within the project budget.

Recommendation

Staff recommends approval of the purchase of equipment for the Traffic Signal Pre-emption System Project, No. 14225, Insight Public Sector, Inc., Tempe, AZ in the amount of \$84,970.

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 | : 0229138603 |
| Document Date | : 26-JAN-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 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

This quotation contains freight and tax estimates that are subject to change by Insight.

| Material | Material Description | Quantity | Unit Price | Extended Price |
|---------------------------------|--|----------|------------|------------------|
| MBA5-19005GB-GA | Cradlepoint R1900-5GB - wireless router - WWAN - LTE, Wi-Fi 6, Bluetooth - 5G - desktop OPEN MARKET | 20 | 2,703.83 | 54,076.60 |
| 170904-001 | Cradlepoint network device mounting bracket OPEN MARKET | 20 | 20.36 | 407.20 |
| 170758-000 | Cradlepoint data cable OPEN MARKET | 20 | 237.06 | 4,741.20 |
| RM-CR-D3 | DIN-RAIL MOUNT KIT FOR CRADLEPOINT R1900 + RX300 (OPTION) OPEN MARKET | 20 | 59.92 | 1,198.40 |
| PRO11GP8L2WG15B | Parsec Great Pyrenees PRO Series - antenna OPEN MARKET | 20 | 514.11 | 10,282.20 |
| 170900-022 | 5G CAPTIVE MODEM ACCESSORY RUGGEDIZED OPEN MARKET | 20 | 713.22 | 14,264.40 |
| Product Subtotal | | | | 84,970.00 |
| TAX | | | | 0.00 |
| Total | | | | 84,970.00 |

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>



Melbourne City Council
February 24, 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.13.d. |

Subject:

Mutual Aid Agreement for law enforcement assistance.

Background/Consideration:

The Mutual Aid Agreement between the Sheriff of Brevard County, Melbourne Airport Authority and the municipalities of Cocoa, Cocoa Beach, Indianalantic, Indian Harbour Beach, Melbourne, Melbourne Beach, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne allows for law enforcement assistance to be provided by law enforcement officers and personnel of any party to the Agreement within the jurisdiction of any party to this Agreement. The Agreement outlines the circumstances and procedures to be followed while operating outside of our jurisdiction. This Agreement has been reviewed by the City Attorney's Office.

The current Mutual Aid Agreement expired on December 31, 2025. The proposed Agreement will become effective upon signature of the City Manager and will expire at midnight on December 31, 2029.

Fiscal/Budget Impact:

There is no fiscal impact.

Requested Action:

Approval of the Mutual Aid Agreement between the Sheriff of Brevard County, the Melbourne Airport Authority and all municipal law enforcement agencies in Brevard County, and authorization for the City Manager and Chief of Police to execute the agreement.

MUTUAL AID AGREEMENT

THIS AGREEMENT is made effective this **1st day of January, 2026**, irrespective of when signed, made by and between Wayne Ivey, in his official capacity as Sheriff of Brevard County, Florida; the Melbourne Airport Authority; and the municipalities of Cocoa, Cocoa Beach, Indialantic, Indian Harbour Beach, Melbourne, Melbourne Beach, Palm Bay, Rockledge, Satellite Beach, Titusville, and West Melbourne. The parties to this Agreement may sometimes individually be referred to herein as an “agency” or a “party.”

WHEREAS, Section 23.1225, Florida Statutes, authorizes jurisdictions to enter into mutual aid agreements; and

WHEREAS, the parties hereto desire an expansive mutual aid relationship as authorized by this Statute.

NOW, THEREFORE, in consideration of the promises stated herein, the parties agree as follows:

1. **Time Limit**. This Agreement shall commence upon execution and shall expire at 12:00 midnight on the **31st day of December 2029**. Provided, however, that any party may withdraw from this Agreement by providing thirty (30) days advance written notice to all other parties and to the Florida Department of Law Enforcement, in which case the withdrawing party’s rights and obligations hereunder shall terminate. The foregoing notwithstanding, the obligations and rights of indemnity pursuant to Paragraph 3 of this Agreement shall survive the termination of this Agreement or the withdrawal from this Agreement by any party.
2. **Nature of Law Enforcement Assistance**. Law enforcement assistance may be provided by law enforcement officers (“officers”) and personnel of any party to this Agreement (and they are hereby requested to provide such assistance) in the

jurisdiction of any party to this Agreement under the circumstances described below in which case any such officer and personnel shall have all powers, privileges and immunities as authorized in Section 23.127, Florida Statutes, or any corresponding provisions of law:

- a. **Investigations Outside Jurisdiction.** When an investigation involving a crime, ordinance violation, or traffic infraction, which occurs within the investigating agency's jurisdiction, may be facilitated by the conduct of law enforcement activities such as, but not by way of limitation: interviewing witnesses, interviewing suspects, executing search warrants, executing arrest warrants, collecting evidence, conducting surveillance, or apprehending offenders outside the jurisdictional area of the investigating agency, then such investigating agency may enter into the jurisdictional area of another party for these purposes.

The procedure for so doing shall be that the officer from the investigating agency, who intends to enter the jurisdictional area of another agency, shall give notice to such other agency of his or her intent to execute search warrants, execute arrest warrants, conduct surveillance or interviews, or apprehend offenders of the location in the other agency's jurisdictional area where the investigation or other law enforcement activity will take place, the nature of the investigation, or other law enforcement activity, and the identity of the officer who is in charge of the investigation or other law enforcement activity. If prior notice cannot be given due to the circumstances, notice shall be given as soon as reasonably possible. Likewise, upon concluding the investigatory or other law enforcement activities in the other agency's

jurisdictional area, the officer in charge shall notify the other agency that the investigation or other law enforcement activity has concluded. The failure of an officer to follow these procedures shall not, however, invalidate the officer's exercise of law enforcement authority in such other agency's jurisdictional area, any arrests that occurred, any searches or seizures that occurred, or otherwise affect the validity of any law enforcement action taken. Nothing in this Agreement shall in any way waive or diminish the law enforcement powers and duties vested in the Sheriff and deputy sheriffs by the Florida Constitution, Florida Statutes, or the common law of the State of Florida.

- b. **Pursuits**. An officer may pursue any individual or individuals into the jurisdiction of another agency to the extent allowable by law. Upon apprehension of any such individual or individuals, such officer may take appropriate enforcement action, including arresting the offender for violations of the criminal law or ordinance, issuing traffic citations, seizing property or contraband, and making searches incidental to arrest, as allowable by law. To the extent allowable by law, the officer may charge the individual or individuals with violations of the law or infractions that occurred during the pursuit, even if such violations occurred outside the jurisdictional area of the officer's agency. The authority granted hereunder is in addition to that which is contained in Section 901.25, Florida Statutes, or any corresponding provisions of law. As used herein, the term "pursuit," shall not be limited to "fresh pursuits," but shall include all attempts to apprehend an offender/violator traveling from one agency's jurisdictional area to another's agency's jurisdictional area.

The procedure to be utilized shall be that, when practical, the pursuing officer shall notify the communications center of the agency in whose jurisdictional area the pursuit is taking place, as to the location of the pursuit and nature of the pursuit. Failure to follow these procedures, however, shall not invalidate the officer's exercise of law enforcement authority, any arrests that occur, any searches or seizures that occur or otherwise affect the validity of any law enforcement action taken.

- c. **Emergencies.** Any on-duty officer of one agency who is in or near the jurisdictional area of another agency and therein observes an emergency situation, including, but not limited to, a vehicular accident, pedestrian accident, boating accident, drowning, person in need of emergency first aid, a breach of the peace, or otherwise, may intervene and assist for the purpose of preserving life, limb and property until such time an officer of the affected jurisdiction arrives. While so doing, the officer shall have the power to make any and all arrests and otherwise act with full authority as a law enforcement officer in the jurisdictional area of the other agency. The procedure to be followed is that notice shall be made to the affected agency in whose jurisdictional area the activity has occurred or is occurring as soon as reasonably possible, and, upon the arrival of an officer of the affected agency, such arriving officer shall take command of the emergency. In addition, upon arrival of the affected agency's officer, such officer shall take custody of any arrestee, and collect evidence, fruits of any crime, instrumentalities of any crime, and safeguard any property. Failure to follow these procedures shall not invalidate or affect the officer's

exercise of law enforcement authority, any arrests that occur, any searches that occur, or any law enforcement actions taken.

- d. **Arrests Outside Jurisdiction.** Any on-duty officer in whose presence is committed one or more of the following offenses: DUI; breach of the peace; aggravated abuse of an elderly person or disabled adult; aggravated child abuse; aggravated stalking; aircraft piracy; arson; assault; battery; burglary; carjacking; criminal mischief; escape; false imprisonment; resisting a law enforcement officer with violence to his or her person; retail theft; robbery; sexual battery; homicide; theft; unlawful throwing, placing or discharging a destructive device or bomb; willful and wanton reckless driving; felony violations of Chapter 893, Florida Statutes; or, any felony not hereinbefore listed; in the jurisdictional area of another agency, may affect the arrest of such offender and detain such offender until an officer of that other agency arrives, in which case the arrestee and all evidence shall be provided to the officer of such other agency in whose jurisdictional area the arrest occurred, who shall conclude the investigation, take custody of the arrestee, evidence, fruits of the crime, instrumentalities of the crime and secure all property of the arrestee.
- e. **Off-Duty Activities.** An officer of one agency may, while off duty and in the jurisdictional area of another agency, arrest offenders who commit in their presence any of the following offenses: DUI; breach of the peace; aggravated abuse of an elderly person or disabled adult; aggravated child abuse; aggravated stalking; aircraft piracy; arson; assault; battery; burglary; carjacking; criminal mischief; escape; false imprisonment; resisting a law enforcement officer with violence to his or her person; retail theft; robbery; sexual battery; homicide;

theft; unlawful throwing, placing or discharging a destructive device or bomb; willful and wanton reckless driving; felony violations of Chapter 893, Florida Statutes; or, any felony not hereinbefore listed. An officer making an off-duty arrest outside of the jurisdictional area of their agency pursuant to this Agreement shall follow the procedures adopted by their agency for off-duty arrests. In addition to those procedures adopted by officer's agency, an officer shall comply with the following additional procedures:

- 1) As soon as is practical after the subject has been arrested, the officer shall notify the agency in whose jurisdictional area the arrest occurred, at which time such agency shall assume responsibility for the arrestee, physical evidence relating to the arrest, fruits of the crime, instrumentalities of the crime, and shall secure the property of the arrestee pursuant to its own policies and procedures; and
 - 2) The arresting officer and an officer from the agency in whose jurisdictional area the arrest occurred shall complete such reports, property receipts, and other documents as are required by their respective agencies.
 - 3) No deviation from any procedure outlined above shall invalidate an arrest or search and seizure, affect the law enforcement authority conferred upon any officer pursuant to this Agreement, or invalidate any other law enforcement action.
- f. **Requested Assistance**. At any time, an officer of any agency may request the assistance of an off-duty or on-duty officer of another agency. The request may be made for assistance due to emergencies, such as civil disturbances, "officer

in trouble” calls, accidents, incidents wherein life, limb or property is in peril, catastrophes, or any other emergency, or for routine, non-emergency matters, such as requests that routine calls for law enforcement service be covered by the assisting agency while the requesting agency’s officers are busy handling more serious calls for service, or any other non-emergency request for assistance. The procedure for requesting and authorizing such assistance is as follows:

- 1) the requesting agency shall direct its request to the communications center of the assisting agency.
- 2) The shift commander, or other responsible officer of the assisting agency, shall determine whether or not the assisting agency can provide the requested assistance and who from the assisting agency shall render such assistance.
- 3) The officer from the assisting agency may render such assistance as requested under the command of the requesting agency.

g. **Temporary Personnel Assignment.** Any agency that is a party to this Agreement may request an inter-jurisdiction loan of personnel on a temporary basis for the purpose of assisting the requesting agency with specific objectives. For example, but not by way of limitation, one agency may borrow personnel from another agency to act in an undercover capacity within the requesting agency’s jurisdiction, or assist within the communications center or public safety answering point (PSAP) with telephone or radio activity. Such personnel loans may also be utilized for traffic and crowd control during special events, criminal investigations wherein specialized expertise is needed, to establish a

task force to investigate organized criminal activity affecting the jurisdictional area of more than one agency, during times when 9-1-1 calls are alternately routed to the host agency, or for any other lawful purpose. During such temporary assignment, the requesting agency shall have command responsibility for the assisting officer or telecommunicator. The procedure for requesting this type of assistance shall be as follows:

- 1) The requesting agency shall direct its request, preferably in writing, to the Chief of Police, Sheriff, or agency head of the agency from which the requesting agency is requesting assistance.
- 2) The agency head of the assisting agency shall determine if the assisting agency is able to fulfill the request.
- 3) The agency requesting assistance shall have command responsibility for all personnel transferred pursuant to subparagraph 2.g. of this Agreement.
- 4) The requesting agency and the assisting agency may, by contract, make provision for such issues as the amount of compensation that the requesting agency will pay the assisting agency, if any, for use of the assisting agency's personnel. In the absence of any agreement on this issue, the assisting agency shall pay the compensation and other benefits for its own personnel while they are assigned to the requesting agency. The agreement between the requesting agency and the assisting agency may also provide for the distribution of forfeited currency or property. In the absence of an agreement to the contrary, the requesting agency shall retain all such forfeited

currency or property. The requesting agency and the assisting agency may make any other valid agreement without considerations to the provisions of this Agreement.

3. **Indemnification.** Under all of the circumstances enumerated hereinabove in Subparagraphs 2.a through 2.g, each jurisdiction to the extent provided by law shall have responsibility for any losses, damages or claims arising from the acts or omissions of its own employees, whether such acts or omissions occur within or without its jurisdiction. Furthermore, to the extent permitted by law, each jurisdiction shall indemnify and hold all other jurisdictions harmless for any losses, damages, or claims (including, without limitation, attorneys' fees and costs incurred in defense of any such claims) arising from the acts or omissions of its officers while such officers are engaged in activities outside their jurisdictions. In the event that any injury or loss is caused, in part, by the officer(s) of one jurisdiction and, in part, by the officer(s) of another jurisdiction, while any officers are acting outside of their jurisdiction, then each jurisdiction shall bear responsibility based on the percentage of its liability as determined by settlement or as finally adjudicated in a court of law. The provisions of this Paragraph 3 are not intended to, nor shall they operate to affect the rights, defenses, limitations, privileges and immunities of the parties pursuant to the provisions of Section 768.28(5), Florida Statutes, as amended from time to time, or any corresponding provisions of law. Notwithstanding the foregoing, the indemnification hereinbefore set forth shall not be construed to constitute an agreement by any party to indemnify any other party for such other party's negligent, reckless, willful or intentional acts or omissions.

4. **Interpretation.** This Agreement is intended to provide broad extra jurisdictional authority to the officers who are employed by the parties hereto. Any deviation from policies or procedures in attempting to exercise extraterritorial jurisdiction by any officer shall not affect the validity of any arrest or other law enforcement action taken pursuant to this Agreement. It is the express intent of the parties that the policies and procedures described herein and in the internal policies of each agency are for the administrative direction of their officers and not intended to limit the exercise of jurisdiction pursuant to this Agreement.
5. **Deputized Officers/Indemnity.** To the extent that any officers of any of the jurisdictions that are party hereto have been deputized by the Sheriff, and to the extent that any of these officers act outside of their employing agency's jurisdiction, the indemnity provisions contained in this Agreement shall apply to any acts or omissions of such officers while they act outside their jurisdiction, irrespective of the fact that such officers are sworn deputy sheriffs.
6. **Command Responsibility.** Except for the circumstances described in Subparagraphs 2.f and 2.g hereinabove, command responsibility shall be determined as follows:
 - a. When an officer is acting outside of the jurisdictional area of such officer's agency pursuant to this Agreement, such officer's agency shall have command responsibility over the officer's actions, until such time as command responsibility is transferred to another agency pursuant hereto.
 - b. When an arrest is made by an officer acting outside of the jurisdictional area of such officer's agency pursuant to this Agreement for criminal activities that occurred outside of the jurisdictional area of such officer's agency, then, upon

arrival of an officer from the agency in whose jurisdictional area the crime occurred, that arriving officer shall assume command responsibility for the arrestee, property, and criminal investigation.

- c. When an officer of one agency enters the jurisdictional area of another agency for the purpose of continuing a criminal investigation, or pursuing a subject, arising from an offense that occurred within the jurisdictional area of such officer's agency, such officer's agency shall retain command responsibility for such officer.
- d. The foregoing notwithstanding, should an emergency arise while an officer is acting outside of the jurisdictional area of such officer's agency, such as injury to the officer, a hostage situation, a barricaded suspect, or any other emergency, the shift commander of the agency in whose jurisdictional area the emergency is occurring shall, upon arrival, have command responsibility for the emergency and all officers at the scene of the emergency until the emergency is resolved. The determination of when an emergency exists shall be within the discretion of the shift commander for the agency in whose jurisdictional area the emergency occurs.

7. **No Third Party Beneficiaries.** This Agreement is for the benefit of the parties who are signatories hereto, and their officers, employees and agents. No other individual or entity is intended to benefit hereby.

8. **Cumulative Effect.** This Agreement is cumulative with laws, ordinances, resolutions or other agreements that relate to an officer's exercise of law enforcement authority outside the jurisdictional area of the officer's agency with respect to the parties to this Agreement. This Agreement is not intended to provide

the sole basis upon which law enforcement authority may be exercised outside the geographic area of any party to this Agreement.

9. **Savings Clause.** The parties agree that the provisions of this Agreement are severable and should any of its provisions, clauses or portions thereof be deemed invalid and of no force and effect, only that provision, clause or portion thereof shall fail and the remainder of this Agreement shall be in full force and effect. Furthermore, if the scope of this Agreement is too broad, then the parties intend for the Court to enforce the Agreement to the extent that it determines is reasonable.
10. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of the parties hereto.
11. **Applicable Law.** This Agreement shall be governed by the laws of the State of Florida. Venue in any action to enforce or interpret this Agreement or any action related to the employment relationship created hereunder shall lie exclusively in the appropriate state court located in Brevard County, Florida.
12. **Compensation for Assistance.** Unless specifically agreed to in writing by the respective agencies, compensation to the assisting officer shall be paid by the agency that employs the officer.
13. **Authority to Enter Into this Agreement.** Each Agency that is a signatory to this Agreement and, thus is party to this Agreement, hereby acknowledges that Section 23.1225(3), Florida Statutes, requires that this Agreement must be signed by the chief executive officer of the Agency, who is authorized to bind the Agency. Each Agency represents and warrants that this Agreement has been authorized and approved by the appropriate lawful action at a duly noticed meeting of the governing body of such Agency, and the individual signing this Agreement is the

chief executive officer of such Agency and has the authority to bind the Agency whom such individual represents. Notwithstanding the foregoing, Wayne Ivey, in his capacity as the Sheriff of Brevard County, Florida, hereby acknowledges and represents that he has the authority to enter into this Agreement without the approval of any governing body based on the opinion of the Office of the Florida Attorney General, Opinion 96-07, issued on January 26, 1996.

14. **This Agreement to Supersede Previous Agreement.** This Agreement shall supersede and replace the prior Mutual Aid Agreement dated January 1, 2023, in all respects, as to each Agency as to when that Agency signs this Agreement.

[THE FOLLOWING PAGES ARE THE SIGNATURE PAGES]

BY: _____
(Printed Name)

Chief of Police, Renee Purden
Melbourne Airport Authority

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, Evander Collier IV
City of Cocoa

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, Kris Kuehn
City of Cocoa Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, Michael Connor
Town of Indialantic

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, David Butler
City of Indian Harbour Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, Tim Zander
Town of Melbourne Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, Mariano Augello
City of Palm Bay

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, Christopher Crawford
City of Rockledge

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, Brad Hodge
City of Satellite Beach

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, John Lau
City of Titusville

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, Greg Vesta
City of West Melbourne

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____

BY: _____
(Printed Name)

Chief of Police, David Gillespie
City of Melbourne

Date: _____

BY: _____
Wayne Ivey, in his capacity as
Sheriff of Brevard County, Florida

Date: _____



Melbourne City Council
February 24, 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.13.e. |

Subject:

A resolution appropriating \$10,776 from the Federal Asset Sharing Fund for the purchase of paddle holsters for new handguns for the Melbourne Police Department.

Background/Consideration:

This is a request to appropriate \$10,776 from the United States Department of Justice Asset Forfeiture Program, to purchase paddle holsters for the Melbourne Police Department. The recent purchase of Glock handguns included a duty holster for use on a gun belt for the full-duty uniform. Detectives, administrative positions, and instructors wear a Class D uniform without a gun belt. Historically, the Department provided Level II retention paddle holsters for all detectives, administrative positions, and instructors to use. The paddle holsters also provide officers with an option when attending external training events and court appearances. The new firearm does not fit the currently issued paddle holsters. Therefore, there is a need to order a newer model level II retention paddle holster for all members currently using paddle holsters.

The purchase of 200 paddle holsters for the Melbourne Police Department will fulfill the need to outfit all officers currently in a modified uniform position. Fully outfitting all officers will prevent a need to purchase additional paddle holsters when officers move into detective, administrative, and instructor positions.

The Equitable Sharing Funds allow forfeited assets to be shared between federal, state, local and municipal agencies as a result of seizures from joint federal drug investigations. There are sufficient funds available for this purchase and the expense is specifically allowed as a permissible expenditure under the U.S. Department of Justice and Department of Treasury's guide to Equitable Sharing (March 2024).

Fiscal/Budget Impact:

A budget resolution is required to appropriate funding for this purchase. \$10,776 will be appropriated to Police Operations - Federal Asset Sharing Expense (42000521-552010).

Requested Action:

Approval of Resolution No. 4406.



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

| | |
|-------|------------|
| Quote | QTE0223257 |
| Date | 2/11/2026 |
| Page: | 1 |

Bill To:

Ship To:

Melbourne Police Department (FL)
 Attn: Accounts Payable
 900 East Strawbridge Avenue
 Melbourne FL 32901

Melbourne Police Department (FL)
 650 N. Apollo Blvd.
 Melbourne FL 32935

| Purchase Order No. | Customer ID | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|--------------------|-------------|----------------|-----------------|---------------|---------------|------------|
| SOLIS 2/11/26 | 010087 | MH | FACTORY DIRECT | NET 15 | 0/0/0000 | 3,173,315 |

| Quantity | Item Number | Description | UOM | Unit Price | Ext. Price |
|----------|-----------------------|--|-----|------------|------------|
| 160 | SAF-SOLIS-1-2835-A-7- | SOLIS™ ALS® OWB Hlstr-G19MOS-Optic-TLF | EA | \$53.88 | \$8,620.80 |
| 40 | SAF-SOLIS-1-2835-A-7- | SOLIS™ ALS® OWB Hlstr-G19MOS-Optic-TLF | EA | \$53.88 | \$2,155.20 |

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Your salesperson is Sandi White (512)-451-8298

Thank you,

Maritza.Palm@mbfl.org

| | |
|--------------|--------------------|
| Subtotal | \$10,776.00 |
| Misc | \$0.00 |
| Tax | \$0.00 |
| Freight | \$0.00 |
| Total | \$10,776.00 |



Quote

Page: 1

Quote expires
March 4, 2026 12:00 am

Lawmen's & Shooters' Supply
701 Columbia Blvd
Titusville, FL 32780
321-360-3030
www.lawmens.net

Invoice #: 101-R4033
Invoice Date: 2/2/26
Station: OFFICE7

Sold to: MELBOURNE POLICE DEPARTMENT
FINANCE DEPARTMENT
900 E STRAWBRIDGE AVE
MELBOURNE, FL 32901
LAW ENFORCE AGENCY
(321) 608-6313
Karen Smith

Ship to:

Customer #: 11485 FFL Exp Dt: 03/04/2026 Ship-via code: Tracking #
Sales Rep: MARI Due Date : 03/04/2026 Terms: Net due in 30 days

| L&S PO# | Line Type | Quantity | Item # | MPN | Description | Price | Selling unit | Ext prc |
|---------|-----------|----------|----------|-----|---|-------|--------------|----------|
| | Order | 160 | 24920 | | SAFARILAND SOLIS ALS LVL II HOLSTER | 56.00 | EACH | 8,960.00 |
| | Order | 1 | 24920 | | SKU#: SOLIS-1-2835-A-7-C1-411 | 0.00 | EACH | 0.00 |
| | Order | 40 | 24920 | | SAFARILAND SOLIS ALS LVL II HOLSTER LH | 56.00 | EACH | 2,240.00 |
| | Order | 1 | 24920 | | SKU# SOLIS-1-2835-A-7-C1-412 | 0.00 | EACH | 0.00 |
| | Order | 1 | SHIPPING | | SHIPPING & HANDLING CHARGES | 0.00 | EACH | 0.00 |
| | Order | 1 | CONV FEE | | A 3% CONVENIENCE FEE WILL BE APPLIED TO ALL CREDIT CARD TRANSACTIONS | 0.00 | N/A | 0.00 |

A 3% Convenience Fee will be applied to all credit card transactions
All returns or cancelled orders are subject to restocking fee per manufacturer
All cancelled pre-paid orders are subject to a 5% cancellation fee. All firearm sales are final!

| | | | |
|------------|---------------------|----------------|-----------|
| User: MARI | Total line items: 6 | Sale subtotal: | 11,200.00 |
| | | Tax: | 0.00 |
| | | Total: | 11,200.00 |

Thank you for shopping at
Lawmen's & Shooters' Supply!



Lou's Police Distributors, Inc.
 7815 W 4th Ave
 Hialeah, FL 33014
 United States

Invoicing Address:

Melbourne PD
 250 West Nasa Blvd
 Melbourne FL 32901
 United States
 ☎ 321-608-6327

Melbourne PD

📍 250 West Nasa Blvd
 Melbourne FL 32901
 United States

☎ 321-608-6327

Tax ID: 85-8012621638C-2

Shipping Address:

Melbourne PD, Melbourne Police Dept. Joseph Pellicano
 Center
 250 W Nasa Blvd
 Melbourne FL 32901
 United States

Quotation # S33958

Order Date:

02/03/2026 16:19:05

Quotation Date:

02/03/2026 16:16:49

Expiration:

03/05/2026

Salesperson:

Jeff Ziegler

| Description | Serial # | Quantity | Unit Price | Taxes | Amount |
|--|----------|-----------------|------------|---------------|--------------|
| [SOLIS-1-2835-A-7-C1-411] Safariland Solis ALS Concealment OWB R/H Holster Glock 19/45MOS w/TLR-7/7A/FLEX Paddle Only | | 200.00 Units | 56.50 | Tax Exempt | \$ 11,300.00 |
| <i>Florida State Contract for Defense Products #46000000-21-STC Shipping Included</i> | | | | | |

| | |
|-----------------------|--------------|
| Untaxed Amount | \$ 11,300.00 |
| FL - 7% Sales Tax | \$ 0.00 |
| Total | \$ 11,300.00 |

Please see our Terms and Conditions of sale at [our website](#).


Payment terms: Due immediately upon delivery/invoice

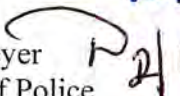



MELBOURNE POLICE DEPARTMENT

David Gillespie, Chief of Police

OFFICE OF THE CHIEF OF POLICE

To: David Gillespie  2/12/26
 Chief of Police

Via: David Waltemeyer  2/12/26
 Deputy Chief of Police

From: Commander Ryan Schorer 
 Support Services Division

Date: February 12, 2026

Subject: Federal Asset Sharing Funds – Purchase of Holsters

This memorandum is to request approval to utilize Department of Justice Asset Forfeiture Program funds to purchase administrative / off-duty holsters. The department purchased new duty handguns (Glock 45) along with duty holsters last fiscal year. The duty holsters have arrived and are built to be worn on the full duty uniform. Therefore, the holsters cannot be adequately adapted to those not in positions requiring the wear of duty uniforms.

Previously, the department provided general crimes detectives, major crimes detectives, instructors, and officers in administrative jobs a paddle holster with level II retention. This type of holster is more appropriate for wearing with the class D training uniform or civilian business, court attire. The new handguns will not fit in the paddle holsters previously issued. Additionally, anyone moving from a uniform patrol position to one not requiring the full duty uniform would necessitate one-off purchases for each position transfer.

The Support Services Division respectfully requests the purchase of 200 holsters (160 right-handed / 40 left-handed) to accompany the 200 duty holsters ordered with the new duty handgun purchase. The purchase of the paddle holsters can be completed in accordance with the Guide to Equitable Sharing (March 2024), Section V.B.1, which permits the purchase of equipment for use by law enforcement agencies. The cost for purchasing 200 paddle holsters is firearms \$10,776.00. We request using the Police Operations – Federal Asset Sharing Expense (42000521-552010) to fund the purchase.

rs

RESOLUTION NO. 4406

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 Attachment 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 Attachment 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: Attachment A

ATTACHMENT "A"

001 - GENERAL FUND

420 - Police Department Operations

| <u>Revenue</u> | | | INCREASE/ DECREASE | REVISED BUDGET |
|--------------------------------|---------------|--------------------------------------|-----------------------|-------------------|
| <u>Org</u> | <u>Object</u> | <u>Description</u> | | |
| 4203870 | 387018 | Intra in (002) Federal Asset Sharing | 10,776 | 20,441 |
| Total Change in Revenue | | | <u>10,776</u> | |

| <u>Expenditure</u> | | | INCREASE/ DECREASE | REVISED BUDGET |
|-------------------------------------|---------------|-------------------------------|-----------------------|-------------------|
| <u>Org</u> | <u>Object</u> | <u>Description</u> | | |
| 42000521 | 552010 | Federal Asset Sharing Expense | 10,776 | 20,441 |
| Total Change in Expenditures | | | <u>10,776</u> | |
| Total General Fund | | | <u>10,776</u> | |



Melbourne City Council
February 24, 2026
City Manager's Item Report

| | |
|--|-----------------------|
| Department: | City Manager's Office |
| Presenter: | Rebecca Thibert |
| Council District: | 3 |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.13.f. |

Subject:

Grant application for the Front Street Park Boat Dock Replacement Project, Phase II.

Background/Consideration:

The City of Melbourne has the opportunity to apply for funding assistance through the Florida Inland Navigation District (FIND) Fiscal Year (FY) 2026-2027 Waterways Assistance Program (WAP) for Phase II of the Front Street Park Boat Dock Replacement Project.

Staff is requesting authorization to apply for FIND funding for the reconstruction of the boat docks at Front Street Park. Front Street Park is one of two direct access points for motorized boats into the Indian River Lagoon and has high user demand. The docks have met their useful life and full reconstruction of the docks is recommended.

The estimated cost of construction is \$1,854,320 and 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 is requesting \$927,160 from FIND to cover 50% of the total projected cost. The City received \$500,000 in State appropriations during the Fiscal Year 2026 State legislative session. Additional funding of \$427,000 is available in Project No. 14223.

Should the grant be awarded and accepted, the City will be required to dedicate the site for public use for a minimum of 25 years after project completion. Grant awards will be announced in October 2026.

Fiscal/Budget Impact:

A 50% match of \$927,160 is required. There is currently funding of \$427,000 available in Project No. 14223. The City has also received a State appropriation in the amount of \$500,000 during the Fiscal Year 2026 State legislative session, which will be appropriated in the next quarterly budget review.

Requested Action:

Approval of Resolution No. 4407.

RESOLUTION NO. 4407

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO SUBMIT A GRANT APPLICATION TO THE FLORIDA INLAND NAVIGATION DISTRICT FOR GRANT FUNDING THROUGH THE WATERWAYS ASSISTANCE PROGRAM FOR THE FRONT STREET PARK BOAT DOCK REPLACEMENT PROJECT, PHASE II LOCATED AT 2205 FRONT STREET; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the City of Melbourne is interested in carrying out the following described project for the enjoyment of the citizenry of the City of Melbourne and the State of Florida:

Project Title: Front Street Boat Dock Replacement Project, Phase II

Total Estimated Cost: \$1,854,320

Brief Description of Project: Reconstruction of Front Street Boat Docks; and

WHEREAS, Florida Inland Navigation District (FIND) financial assistance is required for the project mentioned above.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Council hereby authorizes the project as described above.

SECTION 2. That the City Manager, or her designee, is hereby authorized on behalf of the City of Melbourne to submit an application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project; execute all documents pertaining thereto; accept any grant that is subsequently awarded and execute the grant agreement; and do all things necessary to implement the project.

SECTION 3. That the City of Melbourne certifies to the following:

- a. It will accept the terms and conditions set forth in FIND Rule 66B-2 F.A.C., which will be a part of the Project Agreement for any assistance awarded under the referenced proposal.

- b. It is in complete accord with the referenced proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from FIND.
- c. It has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the City of Melbourne for public use.
- d. It will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by persons with disabilities as well as other federal, state and local laws, rules and requirements.
- e. It will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
- f. It will make available to FIND, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, the request for the final 10% of the funding agreed to by FIND.

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

SECTION 5. 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]

Resolution No. 4407



**Melbourne City Council
February 24, 2026
City Manager's Item Report**

| | |
|--|-------------|
| Department: | Engineering |
| Presenter: | James Ennis |
| Council District: | 4 |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.13.g. |

Subject:

A resolution adopting the names "Apex Circle" and "Snook Ridge Way" as private driveways for two drives within an apartment complex to be located on South Babcock Street, north of Eber Boulevard.

Background/Consideration:

When reviewing development projects, it is sometimes determined that private driveway names are required for the drive isles in unplatted developments with multiple structures. This is necessary to provide adequate addressing to the development in order to effectively provide emergency dispatch responses, delivery services and for permitting.

This is a proposed resolution to adopt two names for the private drives in the Melbourne Apartments, to be constructed on a parcel adjacent to and accessed by S Babcock Street. The apartment complex will be located on S Babcock Street and north of Eber Boulevard. The Apartment complex was approved under an Affordable Housing Use Certificate.

The private driveway names are necessary to provide sufficient addressing to the apartment complex for the purpose of identifying buildings and structures for emergency dispatch use; and secondly for identifying buildings and structures so that building permits can be issued. Brevard County will not add the private driveway names to the Emergency 911 system unless the names have been approved and adopted by City Council Resolution.

The following names have been proposed for the apartment complex: "Apex Circle" and "Snook Ridge Way". The private driveway names have been approved and reserved for the apartments by Brevard County 911 Emergency Services.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Resolution No. 4408.

MEMORANDUM

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Barry Baldwin, Engineering Technician
Date: February 18, 2026
Re: Resolution to Adopt Two Driveway Names for Private Drives in the Melbourne Apartments



This is a proposed resolution to adopt two names for the private “drives” in the Melbourne Apartments to be constructed on a parcel adjacent to and accessed by S Babcock Street. The apartment complex will be located on S Babcock Street and north of Eber Boulevard.

The Apartment complex was approved under an Affordable Housing Use Certificate. Please see the attached copy of the approved certificate for additional information.

The private driveway names are necessary to provide sufficient addressing to the apartment complex for the purpose of identifying buildings and structures for emergency dispatch use; and secondly for identifying buildings and structures so that building permits can be issued.

Brevard County will not add the private driveway names to the Emergency 911 system unless the names have been approved and adopted by City Council Resolution.

The following names have been proposed for the apartment complex:

“Apex Circle” and “Snook Ridge Way”

The private driveway names have been approved and reserved for the apartments by Brevard County 911 Emergency Services.

Recommendation

Recommend approval of the resolution adopting the above private “driveway” names for the private “drives” that serve the apartments.

RESOLUTION NO. 4408

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE USE OF THE STREET NAMES "APEX CIRCLE" AND "SNOOK RIDGE WAY" FOR CERTAIN PRIVATE DRIVEWAYS IN THE MELBOURNE MULTI-FAMILY APARTMENTS, LOCATED ON SOUTH BABCOCK STREET, NORTH OF EBER BOULEVARD IN TOWNSHIP 28 SOUTH, RANGE 37 EAST, SECTION 16; PROVIDING THAT THIS RESOLUTION SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Melbourne Multi-Family Apartments is in need of approval of the names "Apex Circle" and "Snook Ridge Way" for two private driveways located in the City of Melbourne, Florida; and

WHEREAS, the Brevard County E-911 system requires the City Council to adopt a resolution authorizing the use of a street name for a private road.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That "Apex Circle" and "Snook Ridge Way" shall be the names for those certain private driveways located in the City of Melbourne as shown on the map attached as "Exhibit A" and located on South Babcock Street, north of Eber Boulevard in Township 28 South, Range 37 East, Section 16.

SECTION 2. That the City Clerk shall record this resolution in the 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.

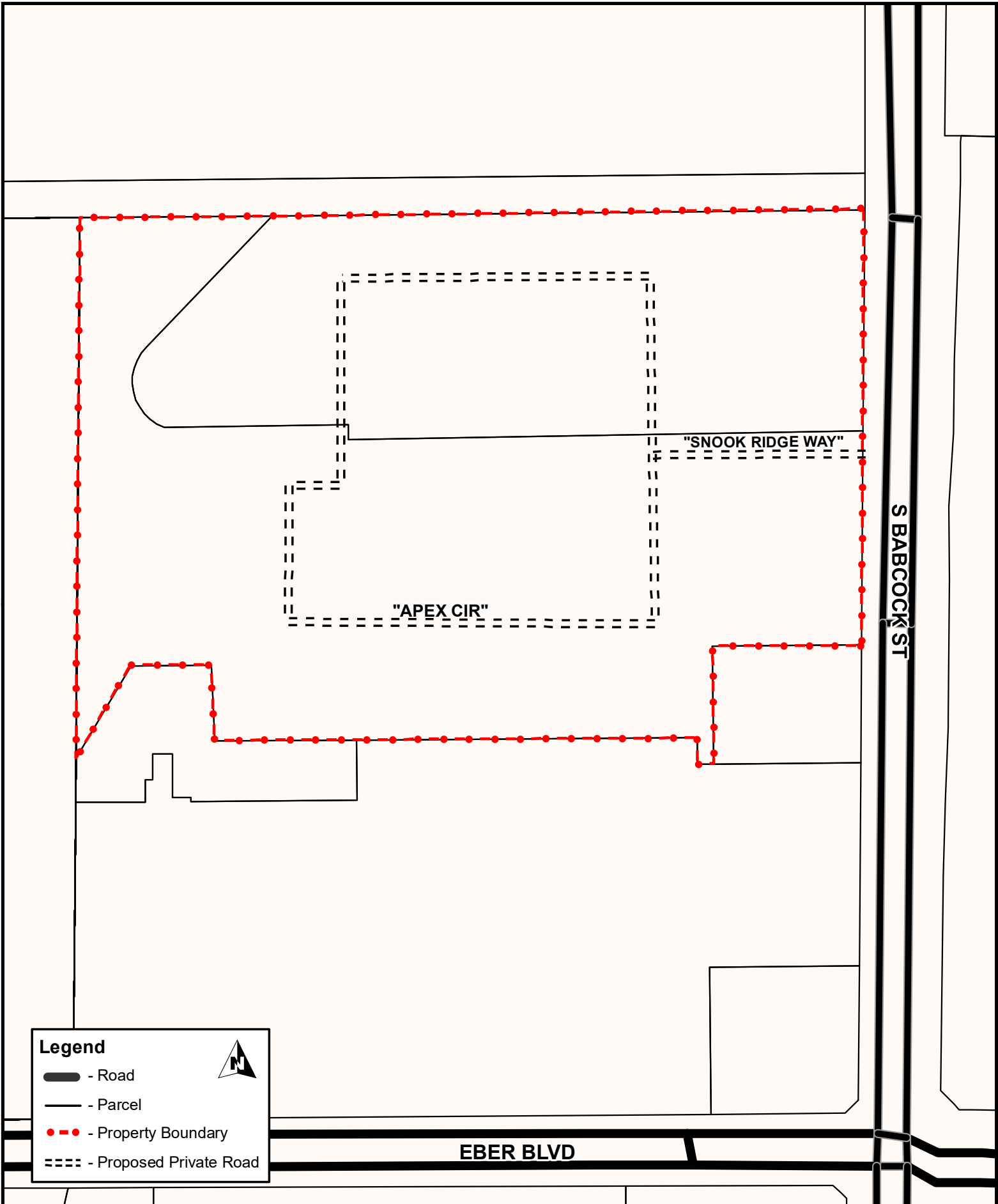
BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: Exhibit A – Location Map

Resolution No. 4408





"APEX CIR"

"SNOOK RIDGE WAY"

S BABCOCK ST

EBER BLVD





9-1-1 Systems Administration
1751 Huntington Lane
Rockledge, Florida 32955

BOARD OF COUNTY COMMISSIONERS
Emergency Management

January 14, 2026

Barry Baldwin
City of Melbourne
Engineering Department
900 E. Strawbridge Avenue
Melbourne, Florida 32903

Dear Mr. Baldwin:

RE: Street Name Request (Melbourne Multi-Family) T28-R37-S16

The below listed street names are approved and will be held in reserve status for a period of two years. If these names are not implemented within this time frame and another customer requests the names, they will be released for their use. Therefore, if the applicant still wants to utilize the street names, they need to contact this office to re-reserve the names.

Apex Circle

Snook Ridge Way

NOTE: The City has final authority regarding street name approval and street suffix.

The City will need to prepare and record a document officially naming the private accesses and provide to our office. Upon processing of the recorded document, our office will input the new street names and address ranges into the Enhanced 9-1-1 Database and Mapping System.

Your continued cooperation is appreciated. If you need any further assistance, you may reach our office at (321) 690-6846 or by email at address.assign@brevardfl.gov.

Sincerely,

A handwritten signature in blue ink that reads 'Regina R. Mahaney'.

Regina R. Mahaney
9-1-1 Addressing Coordinator
Brevard County 9-1-1 Systems Administration

cc: Tylor Pendola-Bang, Harris Civil Engineers, LLC

Phone (321) 690-6846 • Fax (321) 633-1738

Website: brevardfl.gov/EmergencyManagement/911Administration/AddressAssignment

Email: address.assign@brevardfl.gov



AFFORDABLE HOUSING USE CERTIFICATE

AHC2025-0007

*****REVISED*****

November 25, 2025

Abdul Alkadry (Harris Civil Engineers, LLC)
3960 S Babcock St
Melbourne, FL 32901

Re: *REVISED*** AHC2025-0007 / Melbourne Thrill Park Multi-Family
Tax Account: 2817208**

Dear Abdul Alkadry,

Based upon the information provided online, you have requested an Affordable Housing Use Certificate. The following has been identified for the proposed development:

- **Future Land Use:** General Commercial **Zoning:** C-P
- **Activity Center:** NA
- **Total property acreage:** 16.57 acres
- **Total number of units proposed:** 323
- **Total number of affordable units proposed:** 130
- **Proposed density (units per acre):** 19.49
- **Type of units proposed:** Multi-family Residential Apartments
- **Household Income served:**
Moderate: 130 units Low: 0 units Very Low: 0 units Market Rate: 193 units
- **Proposed height of development:** 48 ft.
- **Requested incentive options:**
 Zoning/LDRs Density Bonus Impact Fee Deferral LLA

Your request for an Affordable Housing Use Certificate at the above address was reviewed by Community Development staff on December 11, 2025 for compliance with City Code, Appendix B, Article V, Section 4. Staff has determined the following:

- **Proposed number of units:** 323
- **Maximum permitted units (per affordable housing):** 1658
- **Total number of affordable units:** 130
- **Household Income served*:**
Moderate: 130 units Low: 0 units Very Low: 0 units Market Rate: 193 units
- **Type of units approved:** Multi-family Residential Apartments
- **Maximum permitted height:** 48 ft.
- **Approved incentive options:**
 Zoning/LDRs Density Bonus Impact Fee Deferral LLA
- **Total impact fee deferral amount approved:** \$167,499.00
- **Affordability period required:** 50 years

---continued---

This Affordable Housing Use Certificate is valid for up to three years from the date located at the top of this Certificate.

A Land Use Restriction Agreement (LURA) shall be recorded prior to construction plan approval and/or issuance of a building permit, as applicable, in accordance with the Affordable Housing Use Certificate.

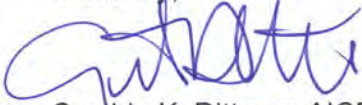
Copies of the certificate are on file in the City of Melbourne Citizen Self Service Portal (https://energovweb23.mlbfl.org/energov_prod/selfservice).

Issuance of an Affordable Housing Use Certificate indicates consistency to the affordable nature of the proposed development based on the above request. **However, this certificate is not a Development Order and does not constitute all required approvals from the City of Melbourne, or indicate that the submittal meets all City Code requirements, including meeting Zoning and Land Development Regulations and/or Building Code requirements. Please contact the Engineering Department at (321) 608-7300 for construction plan submittal requirements and the Building Division at (321) 608-7915 for permit submittal requirements.**

All applicable engineering construction plans, permits and other requests must be submitted to the appropriate City department for development approval. Please reference **AHC2025-0007** and upload a pdf of this certificate when submitting for plan reviews and permits that may be required.

For further assistance regarding this certificate or other related questions, please contact Community Development at (321) 608-7500, or by e-mail at community.development@mlbfl.org.

Sincerely,



Cynthia K. Dittmer, AICP
Community Development Director

c: Steve Innes, Building Official
Dani Straub, Assistant City Engineer
Abby Johnson, Housing Manager
Adam Conley, Assistant City Attorney



**Melbourne City Council
February 24, 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.14. |

Subject:

Items Removed from the Consent Agenda

Background/Consideration:



**Melbourne City Council
February 24, 2026
City Manager's Item Report**

| | |
|--|-------------|
| Department: | Engineering |
| Presenter: | James Ennis |
| Council District: | 3 |
| Reading Number: | 1 |
| Quasi-judicial Item (Disclosure Required): | Yes |
| Public Hearing: | Yes |
| Item Number: | C.15. |

Subject:

An ordinance to abandon and vacate a 30-foot-wide street right-of-way and a 15-foot-wide alleyway right-of-way at 2528 S. Harbor City Boulevard.

Background/Consideration:

The applicant, Harbor City Horizons, LLC, has requested the vacation of a 30-foot-wide unimproved public street and a 15-foot-wide unimproved public alleyway as created by the F. C. Powell's Subdivision of Lots 8 thru 12 of J.S. Stone's Addition of South Melbourne. The 30-foot-wide unimproved street runs east-west along the north property line of the applicant property, and the 15-foot-wide unimproved alleyway runs north-south dividing the applicant's property. The applicant is making this request as part of a plan to redevelop the property. Staff received no objections to this request.

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

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-05.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Barry Baldwin, Engineering Technician
Date: February 3, 2026
Re: AV2025-0005 – Request to Abandon and Vacate a 30-Foot-Wide Street Right of Way and 15-Foot-Wide Alleyway Right of Way (2528 S Harbor City Boulevard)

The applicant, Harbor City Horizons, LLC, has requested the vacation of a 30-foot-wide unimproved public street and a 15-foot-wide unimproved public alleyway as created by the F. C. Powell's Subdivision of Lots 8 thru 12 of J.S. Stone's Addition of South Melbourne. The 30-foot-wide unimproved street runs east-west along the north property line of the applicant property, and the 15-foot-wide unimproved alleyway runs north-south dividing the applicant property. The applicant is making this request as part of a plan to redevelop the property. Staff received no objections to this request.

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

Abandon and vacate all of the 30-foot-wide public street and all of the 15-foot-wide public alleyway, as described below:

All of the 30 foot wide public street that runs east-west between Block 1 and Block 2 of the F. C. Powell's Subdivision of Lots 8 thru 12 of the J.S. Stone's Addition to South Melbourne; and all of the 15 foot wide public alleyway that runs north-south between lots 6 thru 10 on the west and Lots 1 thru 5 on the east of Block 2 of the F. C. Powell's Subdivision of Lots 8 thru 12 of the J.S. Stone's Addition to South Melbourne, as recorded in Plat Book 2, Page 35, of the Public Records of Brevard County, Florida.

Contains: approximately 0.26 acres, more or less

Recommendation

Recommend approval of the Abandonment and Vacation of the above-described public street and public alleyway.

Business Impact Estimate

To: Jenni Lamb, City Manager
Thru: James W. Ennis, City Engineer
From: Barry Baldwin, Engineering Technician
Date: February 3, 2026
Re: Ordinance No. 2026-05 – [AV2025-0005]

Summary of the Proposed Ordinance

This ordinance serves to abandon and vacate a 30 foot wide public street running east-west and a 15 foot wide public alleyway running north-south as created by the F. C. Powell's Subdivision of Lots 8-12 of the J. S. Stones Addition to South Melbourne, recorded in Plat Book 2 Page 35. The applicant has requested the street and alleyway be vacated as part of a plan to redevelop the applicant property. The street and alleyway being vacated are both unimproved and neither are required for public use.

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

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

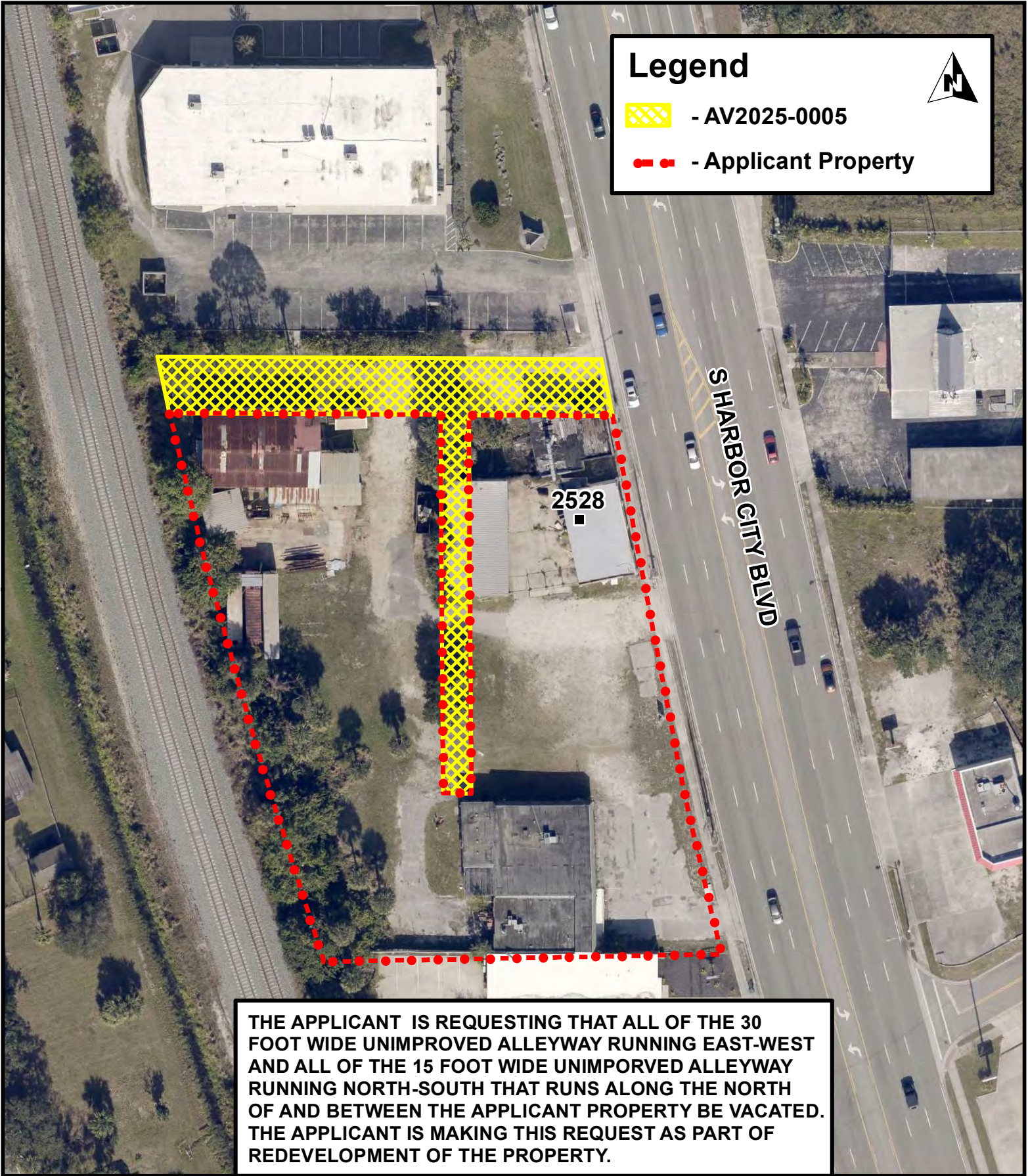
No businesses should incur compliance costs associated with this abandon and vacate ordinance, as the request only impacts the requesting party and one adjacent property owner whom are both aware of and in favor of the vacate.

The requesting property owner is gaining the benefit of being able to redevelop the applicant property based on the abandon and vacate request.

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

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

AV2025-0005 AERIAL



ORDINANCE NO. 2026-05

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATION OF A 30-FOOT-WIDE STREET RIGHT-OF-WAY THAT RUNS EAST TO WEST ALONG THE NORTH PROPERTY LINE AND A 15-FOOT-WIDE ALLEYWAY RIGHT-OF-WAY THAT RUNS NORTH TO SOUTH DIVIDING THE PROPERTY, BOTH LOCATED AT 2528 SOUTH HARBOR CITY BOULEVARD; MAKING FINDINGS; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (AV2025-0005)

WHEREAS, based on the review criteria in Section 52-99, City Code, and upon recommendation of the City Engineer, the City Council finds:

- (1) The right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed, is no longer needed.
- (2) The public health, safety, welfare, aesthetics, and economic order of the community will not be compromised by the vacation, termination, abandonment or permanent closure of the right-of-way or easement, or rights of the public therein, to the extent requested to be vacated, terminated, abandoned, or permanently closed.
- (3) The rights or anticipated and likely future needs of utilities, including, but not limited to, electric, gas, water, wastewater, telephone, and cable television, to use the right-of-way or easement will not be compromised, or acceptable and adequate alternatives have been provided.
- (4) All properties abutting and utilizing the portion of the right-of-way or easement to be vacated, abandoned, terminated, or permanently closed will have adequate alternative right-of-way or easement available to serve said abutting properties.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the 30-foot-wide street right-of-way that runs east to west along the north property line and a 15-foot-wide alleyway that runs north to south dividing the property, both located at 2528 South Harbor City Boulevard, is hereby abandoned and vacated. The property is more particularly described as:

All of the 30 foot wide public street that runs east-west between Block 1 and Block 2 of the F. C. Powell's Subdivision of Lots 8 thru 12 of the J.S. Stone's Addition to South Melbourne; and all of the 15 foot wide public alleyway that runs north-south between lots 6 thru 10 on the west and Lots 1 thru 5 on the east of Block 2 of the F. C. Powell's Subdivision of Lots 8 thru 12 of the J.S. Stone's Addition to South Melbourne, as recorded in Plat Book 2, Page 35, of the Public Records of Brevard County, Florida.

Contains: approximately 0.26 acres, more or less.

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

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

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

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the _____ day of _____, 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]

Attachment: Exhibit A

Ordinance No. 2026-05

Legend

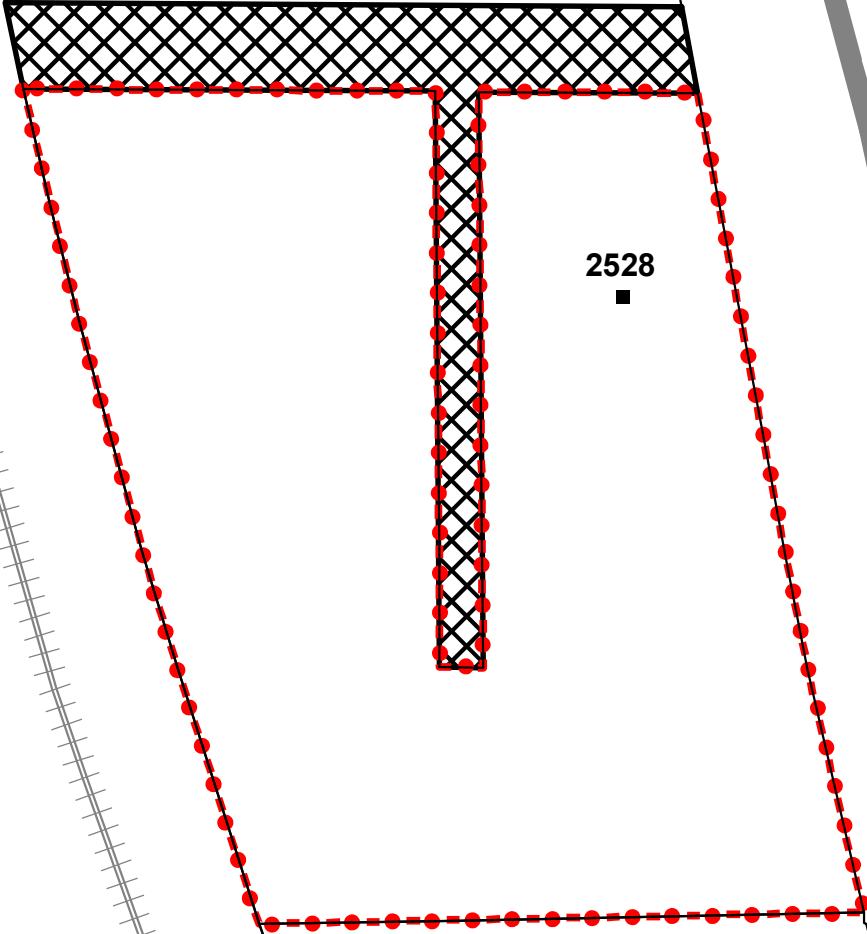
|||| - Rail

— - Road

— - Parcel

▣ - AV2025-0005

● - Applicant Property



S HARBOR CITY BLVD (US1)

SHENANDOAH DR

2528



Melbourne City Council
February 24, 2026
City Manager's Item Report

| | |
|--|-----------------------|
| Department: | Community Development |
| Presenter: | Cynthia Dittmer |
| Council District: | N/A |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | Yes |
| Item Number: | C.16. |

Subject:

Substantial Amendments to the CDBG and CDBG-CV Fiscal Year 2019-2020 and 2020-2021 Action Plans and associated budget amendments.

Background/Consideration:

This is a request for the approval of Substantial Amendments to the Fiscal Year (FY) 2019-2020 and 2020-2021 Community Development Block Grant (CDBG) and CDBG-Coronavirus CDBG (CV) Action Plans, and approval of the associated budget resolution.

The CDBG-CV funds were authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public law 116-136 and these funds are specifically required to fund projects that help prepare for, prevent, or respond to Covid-19 and other communicable diseases.

The proposed amendments reallocate CDBG and CDBG-CV funding from prior years' projects that were completed with balances remaining. The reallocated funds, totaling \$14,581.23, were made available through a Request For Applications (RFA) issued on November 20, 2025. The highest ranked application was from the Melbourne Fire Department whose Emergency Medical Services division proposed purchasing a Lund University Cardiopulmonary Assist System (LUCAS) CPR device. The amendments were approved by the Citizens' Advisory Board at their January 5, 2026 regular meeting, and were advertised on January 8, 2026 for public comment as required by the City's adopted CDBG Citizen Participation Plan (CPP). The public hearing before City Council is the final step in the amendment process. The 30-day public comment period expires on February 9, 2026, and to date, no comments have been received.

Fiscal/Budget Impact:

The proposed budget amendments will transfer funding from prior year budgets to one current CDBG-CV project.

Requested Action:

- a. Approval of the substantial amendments to the FY 2019-2020 and 2020-2021 CDBG Action Plans, reallocating \$14,581.23 in CDBG-CV and CDBG funding, and authorization to award funding to the next highest ranking applicant in the event the Melbourne Fire Department withdraws.
- b. Approval of Resolution No. 4409.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Abby Johnson, Housing and Urban Improvement Manager
Date: February 2, 2026
Re: **Community Development Block Grant (CDBG) and CDBG Coronavirus (CDBG-CV) Substantial Program Amendments to the FY 2019-2020 and 2020-2021 CDBG Action Plans**

This is a request for approval of a substantial amendment to the FY 2019-2020 and 2020-2021 Community Development Block Grant (CDBG) Action Plans. In accordance with CDBG regulations and the City's Citizen Participation Plan (CPP), the proposed change constitutes a substantial amendment that requires public notification and Council approval. The US Department of Housing & Urban Development (HUD) will give the final approval.

The changes proposed will capture remaining CDBG and CDBG Coronavirus (CDBG-CV) funds from completed projects totaling \$14,581.23. The CDBG-CV funds were authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act), Public Law 116-136, and are specifically required to fund projects that help prepare for, prevent or respond to the coronavirus and other communicable diseases. The next project must meet the same criteria.

Completed Projects with balances remaining:

- A. **Project Name and Description–** *CV-1- Emergency Rental/Mortgage/Utilities Program (2020)* – \$233,590 was awarded under public services for rent, utilities, and mortgage payments for households 80% and below of the area median income, through the Emergency Rental, Mortgage and Public Utilities Assistance Program. All budgeted items were to prepare for, respond to, and prevent the spread of the Coronavirus. (Remaining amount \$0.49).

- B. **Project Name and Description–** *CV-1 Greater Melbourne PAL Summer Camp and Afterschool Program with Emphasis on Education* - \$22,400 supported tutors to assist the teenagers and college-aged youth whose parents were laid off during the pandemic, assisted with PAL staff salaries following layoffs due to the Coronavirus, funded the purchase of cleaning supplies and equipment, and covered transportation costs. (Remaining amount \$2,357.75).

- C. **Project Name and Description**– CV-3 Greater Melbourne PAL Summer Camp and Afterschool Program with Emphasis on Education - \$35,000 was awarded to employ teenagers and college-aged youth whose parents were laid off during the pandemic, and assist with PAL staff salaries as they were laid off due to the Coronavirus. Other expenditures included cleaning supplies, equipment and transportation costs. (Remaining amount \$2,924.73).
- D. **Project Name and Description**– CV1 BNDC (dba Neighbor Up Brevard), the DOCK-CDBG-(2019) – \$22,400 was awarded for the year-round youth program at the Dorcas Outreach Center for Kids (the DOCK) in the Booker T. Washington Neighborhood. Funding for tutors (salaries), the purchase of safety and cleaning supplies and equipment for the program related to the coronavirus. (Remaining amount \$7,734.21).
- E. **Project Name and Description**– CDBG Bus Shelter Construction (2020) - Purchase materials and installation for two (2) bus shelters, one located at the northwest section of University Boulevard and one at Babcock Street and the northwest section of Florida Avenue and Lipscomb Street. (Remaining amount \$1,564.05).

| Project / Funding Year | Status | Amount |
|--|---------------|---------------------------|
| CV1 Emergency Rental Assistance 2020 | Complete | \$.49 |
| CV1 Greater Melbourne Police Athletic League (PAL) 2020 | Complete | \$2,357.75 |
| CV1 Brevard Neighborhood Development Coalition (BNDC) 2020 | Complete | \$7,734.21 |
| CV3 Greater Melbourne Police Athletic League (PAL) 2020 | Complete | \$2,924.73 |
| CDBG Bus Shelter Construction 2020 | Complete | \$1,564.05 |
| | Total | <u>\$14,581.23</u> |

The amendment was advertised in the Florida Today newspaper on January 8, 2026, for public comment as required by the City’s Citizen Participation Plan and CDBG guidelines. A public hearing is the final step in the formal amendment process. The 30-day public comment period expires on February 9, 2026. To date, no comments have been received.

On November 20, 2025, a Request for Applications was advertised, noting the available funding and was made available to all City of Melbourne departments. The application deadline was December 21, 2025. Applications were received from the Fire Department/Emergency Medical Services (MPD/EMS); the Parks, Recreation and Golf (Parks) Department and the Police Department (MPD).

Review and Recommendations

The evaluation committee met on December 23, 2025, to discuss and rank each application. Areas of consideration included but were not limited to: adherence to CDBG-CV goals to prepare, prevent, or respond to the coronavirus or other communicable diseases, proposed timeliness of expenditures, HUD National Objectives, and project eligibility. Below are the final scores and rankings:

| Applicant and Request | Score | Rank |
|---|-------|------|
| Melbourne Fire Department / Emergency Medical Services Lund University Cardiopulmonary Assist System (LUCAS) CPR Device | 41 | 1 |
| Melbourne Parks, Recreation and Golf Health and Wellness Initiative | 40 | 2 |
| Melbourne Police Department Personal Protective Equipment (PPE) | 32 | 3 |

The amendment is recommended by staff to reallocate and expend expiring funding to the MFD/EMS in the amount of \$14,581.23 for the purchase of a Lund University Cardiopulmonary Assist System (LUCAS) CPR device from the completed projects. In the event MFD/EMS withdraws its application or is unable to expend the funds in a timely manner, the funding will be awarded to the next highest-ranking application pursuant to the City's CDBG CPP. The entitlement CDBG-CV award expires in July of 2026.

Summary

A budget resolution amending the budget is required since \$14,581.23 will be allocated to the MFD/EMS for the purchase of the Lund University Cardiopulmonary Assist System (LUCAS) CPR device, as detailed in Attachment A of the budget resolution.

Board Approval

The Citizens' Advisory Board approved the staff recommendation of the proposed amendments at the January 5, 2026, regular meeting.

Recommendation

- a. Approval of the amendments to the FY 2019-2020 and 2020-2021 CDBG Action Plans, reallocating \$14,581.23 in CDBG-CV and CDBG funding and authorization to award funding to the next highest ranked applicant in the event MFD/EMS withdraws.
- b. Approval of the Resolution.

RESOLUTION NO. 4409

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 Attachment 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 Attachment 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: Attachment A

ATTACHMENT "A"

Community Development Block Grant (CDBG) - Fund 115

| <u>Expenditure</u> | | | | INCREASE/ DECREASE | REVISED BUDGET |
|-------------------------------------|--------|---------|---------------------------|-----------------------|-------------------|
| Org | Object | Project | Description | | |
| 57000554 | 590340 | | Reserve - Future Projects | (1,565) | 357,326 |
| 57000581 | 591221 | | Inter to (321) M&E Fund | 1,565 | 1,565 |
| Total Change in Expenditures | | | | - | |

| <u>Expenditure</u> | | | | INCREASE/ DECREASE | REVISED BUDGET |
|-------------------------------------|--------|---------|---------------------------|-----------------------|-------------------|
| Org | Object | Project | Description | | |
| 57700554 | 590340 | | Reserve - Future Projects | (13,017) | - |
| 57700581 | 591221 | | Inter to (321) M&E Fund | 13,017 | 13,017 |
| Total Change in Expenditures | | | | - | |
| Total CDBG Fund | | | | - | |

Machinery & Equipment Fund - Fund 321

| <u>Revenue</u> | | | | INCREASE/ DECREASE | REVISED BUDGET |
|----------------|--------|---------|--------------------------|-----------------------|-------------------|
| Org | Object | Project | Description | | |
| 3213810 | 381023 | M2643 | Inter in (115) CDBG Fund | 14,582 | 14,582 |
| | | | | 14,582 | |

| <u>Expenditure</u> | | | | INCREASE/ DECREASE | REVISED BUDGET |
|---|--------|---------|-----------------------|-----------------------|-------------------|
| Org | Object | Project | Description | | |
| 321530 | 564000 | M2643 | Machinery & Equipment | 14,582 | 14,582 |
| | | | | 14,582 | |
| Total Machinery & Equipment Fund | | | | 14,582 | |



Melbourne City Council
February 24, 2026
City Manager's Item Report

| | |
|--|-----------------------|
| Department: | Community Development |
| Presenter: | Cindy Dittmer |
| Council District: | 2 |
| Reading Number: | 1 |
| Quasi-judicial Item (Disclosure Required): | Yes |
| Public Hearing: | Yes |
| Item Number: | C.17. |

Subject:

Ordinance No. 2026-06, Annexation (ANNX2025-0005), Ordinance No. 2026-07, Comprehensive Plan Amendment *Minor Amendment* (MAP2026-0002), and Ordinance No. 2026-08, Zoning Request (MAP2026-0001) Aloha Pet and Bird Hospital

Background/Consideration:

This is the first reading of three ordinances annexing, establishing General Commercial Future Land Use, and C-2 (General Commercial) Zoning on a 0.28± acre property located at the northeast corner of East Eau Gallie Boulevard State Road 518/San Juan Drive in Township 27, Range 37, Section 13 (948 East Eau Gallie Boulevard, Tax Account No. 2715911). The property is located in Council District 2.

The property owner has requested that the subject property be annexed into the City of Melbourne and has submitted a voluntary annexation petition. The property is contiguous to the City's municipal limits on its eastern and southern sides. The annexation of the property poses no significant issues, as it is a logical extension of the City's municipal boundary. The property owners wish to consolidate an existing veterinary hospital site, which is located in both the City and unincorporated Brevard County, into the city limits of Melbourne.

The proposed annexation does not pose any problems with regard to the provision of municipal services. Annexing the property is consistent with the City's Comprehensive Plan policies, the Joint Planning Agreement's Urban Service Boundary, and meets all requirements of Florida Statutes, Chapter 171. The subject property is part of an unincorporated Brevard County enclave and the annexation of the subject site will reduce the amount of unincorporated land in this area. The proposed General Commercial Future Land Use and C-2 (General Commercial) zoning are similar to the County regulations of Community Commercial Future Land Use and BU-1 zoning.

On February 5, 2026, the Planning and Zoning Board voted unanimously to recommend approval of the requests.

Fiscal/Budget Impact:

N/A

Requested Action:



- a. Approval of Ordinance No. 2026-06, based upon the findings contained in the Planning and Zoning Board memorandum.
- b. Approval of Ordinance No. 2026-07, based upon the findings contained in the Planning and Zoning Board memorandum.
- c. Approval of Ordinance No. 2026-08, 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: **Annexation (ANNX2025-0005), Comprehensive Plan Amendment *Minor Amendment* (MAP2026-0002), and Zoning Request (MAP2026-0001): Aloha Pet and Bird Hospital**
Date: February 12, 2026

Owner/Applicant/Representative

- Owner/Applicant – Aloha Real Estate Holdings, LLC/Manuel J. Pepen
- Representative: Frank Plata, P.E. Plata Engineering, Inc.

Proposed Actions

For the overall 0.28± acres of real property, the following actions are requested:

- **Annexation** into the City of Melbourne corporate limits;
- **Comprehensive Plan Amendment** – establishing a General Commercial Future Land Use Map classification; and
- **Zoning Amendment** – establishing C-2 (General Commercial District) zoning.

Location

The 0.28± acre subject property is located at the northeast corner of East Eau Gallie Boulevard (SR 518)/San Juan Drive in Township 27, Range 37, Section 13 (948 East Eau Gallie Boulevard) (Tax Account No. 271591). This property is located on the barrier island, approximately 830 feet west of SR A1A, and located in Council District 2.

Property/Adjacent Property Information

The subject property is designated as CC (Community Commercial) on the Brevard County Future Land Use Map. The site is currently zoned BU-1 (General Retail Commercial) in Brevard County.

Access: San Juan Drive, along the west property line. The property also has access to Eau Gallie Boulevard through the adjacent portion of the veterinarian hospital site.

To the East: Aloha Pet and Bird Hospital building
Zoning: C-2 with a Conditional Use (CU) for a veterinary hospital
Land Use: General Commercial

To the West: Across San Juan Drive, nursery business
Zoning: BU-1 (Brevard County)
Land Use: CC (Brevard County)

To the North: Oceanview Mobile Home Park
Zoning: BU-1 (Brevard County)
Land Use: CC (Brevard County)

To the South: Commercial shopping center
Zoning: C-P
Land Use: General Commercial

History

The subject property is Lot 14 within the Replat of Block 2, Canova Beach Subdivision, Section B, recorded in 1949 (PB26, PG103). This property is the location of a veterinarian hospital (Aloha Pet and Bird Hospital). The Aloha veterinarian facility is also located on the adjacent property to the east (968 East Eau Gallie Boulevard), which was annexed into the City in 2004 (AR-2004-151/Ordinance No. 2004-40; CPA-2004-05/Ordinance No. 2004-41; Z-2004-984/Ordinance No. 2004-42; CU-2004-04/Ordinance No. 2004-43).

Annexation Analysis

The property owner has requested that the subject property be annexed into the City of Melbourne and has submitted a voluntary annexation petition. The subject property is contiguous to the City's municipal limits on its eastern and southern sides. The annexation of the property poses no significant issues, as it is a logical extension of the City's municipal boundary. The property owners wish to consolidate an existing veterinary hospital site which is located in both the City and unincorporated Brevard County into the City.

The proposed annexation does not pose any problems with regard to the provision of municipal services. Annexing the property is consistent with the City's Comprehensive Plan policies, the Joint Planning Agreement's Urban Service Boundary, and meets all requirements of Florida Statutes, Chapter 171. The subject property is part of an unincorporated Brevard County enclave and the annexation of the subject site will reduce the amount of unincorporated land in this area.

Per the Brevard County Property Appraiser's Office, the current estimated taxable value of the subject property is \$443,690, which will generate approximately \$3,110.80 annually in City taxes. The annexation of this property should not have a significant impact upon any City services. Current police and fire (Brevard County through an interlocal) services

are already provided in this general area. Upon approval of the annexation, the subject properties will be located within City Council District 2.

Comprehensive Plan Analysis

The subject property lies on the north side of East Eau Gallie Boulevard, at the northeast corner of East Eau Gallie Boulevard/San Juan Drive (approximately 830 feet west of SR A1A). The subject property is designated as CC (Community Commercial) on Brevard County's Future Land Use Map. The CC designation permits the consideration of a variety of commercial uses.

The proposed General Commercial future land use map category permits the consideration of the City's C-2 zoning. Policy 1.5.1 of the Future Land Use Element states the General Commercial Future Land Use Map category shall accommodate activities such as general retail sales and service, professional and business offices, personal services, and limited medium to high density residential. In addition, the placement of the General Commercial Land Use classification is guided by Future Land Use Element Policy 1.5.2 which states the allocation and distribution of new general commercial land use categories shall consider the location and space requirements of commercial activities and potential fiscal and environmental impacts on the City of Melbourne, and shall be determined based on the following considerations:

- Impact on existing and planned community services and utilities, especially on transportation facilities;
- Ability to achieve a functional internal circulation and off-street parking system;
- Location and site requirements based on specific needs of respective commercial activities, their market area, anticipated employment generation, and floor area requirements;
- Compatibility with and impact on other surrounding commercial activities; and
- Impact on natural systems.

This action is also consistent with the City's Intergovernmental Coordination Element. The proposal, in conjunction with City Comprehensive Plan policies, provides for continued compatibility to existing and proposed land uses in the surrounding area, both within and outside the City limits.

Comparison of Intensity

Existing Future Land Use Category (Brevard County) Community Commercial: Permits commercial uses at maximum floor area ratio (FAR) of 1.0.

Proposed Future Land Use Category (City of Melbourne) General Commercial: Permits commercial uses at a maximum FAR of 0.7.

Summary:

The City is proposing to designate the subject property as General Commercial. This Future Land Use Map category is the City's equivalent to the county's CC. The request does not impact the allowable intensity of development since the City's General Commercial Future Land Use Map category permits a less intensive FAR than the county's CC designation.

Zoning Designation Analysis

Establishing C-2 zoning is the focus of the proposed request, and is reviewed in accordance with Appendix B, Article IX, Section 1(A), which states that the proposed amendment or change shall be studied to determine:

- (a) The need and justification for the change;
- (b) When pertaining to the rezoning of land, the effect of the change, if any, on a particular property and on surrounding properties;
- (c) When pertaining to the rezoning of land, the amount of undeveloped land in the general area and in the city having the same classification as that requested; and
- (d) The relationship of the proposed amendment to the purpose of the City's plan for development with appropriate consideration as to whether the proposed change will further the purposes of this ordinance and the plan.

Need for Change: The property owners wish to consolidate an existing veterinarian hospital site which is located in both the City and the unincorporated Brevard County into a site that is wholly within the City. This consolidation is made possible through annexation; consequently, a city zoning designation must be applied to the subject land. The consolidation of this site will standardize the land use and development parameters for this property (both will be subject to City regulations).

Effect on the Property and Surrounding Properties: Currently, the Brevard County zoning for the subject property is BU-1, which allows a variety of commercial uses, including a veterinarian hospital facility. The neighboring properties to the north and west are zoned BU-1 in the unincorporated Brevard County. The property to the east (a portion of the Aloha facility) is zoned C-2 with a CU for a veterinary hospital use. When this portion of the Aloha Pet and Bird Hospital facility was annexed in 2004, a CU was required for a veterinary hospital use. City code has changed, and a conditional use is no longer required. The site to the south, across Eau Gallie Boulevard, is zoned C-P. The surrounding properties to the west, east, and south are developed with commercial uses. The property to the north is the site of a mobile home park that is zoned BU-1 in unincorporated Brevard County. Accordingly, the proposed C-2 zoning is compatible with the land uses and lot sizes in the surrounding neighborhood.

The subject site is located within the East Eau Gallie Boulevard corridor. Eau Gallie Boulevard in this area is a major arterial roadway that connects the barrier island to areas on the mainland. Traffic counts on Eau Gallie Boulevard in this area average 22,790

vehicle trips per day (2024). Historically, the majority of the area adjacent to Eau Gallie Boulevard between SR A1A and Riverside Drive has been zoned for commercial uses in the city, county, or the City of Indian Harbor Beach. This trend applies to the properties fronting Eau Gallie Boulevard both to the east and west of the subject property.

Amount of Similarly Zoned Land in the Vicinity: Placing C-2 zoning on the subject land is consistent with the current zoning of adjacent properties. All of the surrounding properties are zoned for commercial uses (BU-1, C-2, and C-P). The proposed zoning district is compatible with the surrounding commercial uses and commercial zoning classifications.

Consistency with the Comprehensive Plan: The General Commercial future land use map classification permits the consideration of C-2 zoning. The C-2 zoning classification is intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region as well as the motoring public. The types of uses and other restriction are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares. This site is located within unincorporated Brevard County adjacent to multiple properties with a commercial zoning classification

Joint Planning Agreement (JPA)

The subject request was forwarded to the Brevard County Planning and Development Department under the Joint Planning Agreement criteria. Brevard County staff did not have any comments regarding the annexation request.

Mobility/Transportation Concurrency

This site is not located in a Mobility District. The subject property is the location of an existing veterinary hospital. Because the site is developed, the proposal will not generate additional vehicle trips on local roadways.

The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the site. Sanitary sewer service is provided by Brevard County.

Planning and Zoning Board Action

On February 5, 2025, the Planning and Zoning Board voted unanimously to recommend approval of the requests.

Recommendation

Based on the findings contained within the Planning and Zoning Board memorandum, for 0.28± acres of real property located at the northeast corner of East Eau Gallie Boulevard/San Juan Drive (948 East Eau Gallie Boulevard), the Planning and Zoning Board and the Community Development Department recommend:

A. Approval of Annexation (ANNX2025-0005) into the City of Melbourne;

- B. Approval of Comprehensive Plan Amendment (MAP2026-0002),** establishing a General Commercial Future Land Use; and
- C. Approval of Zoning Amendment (MAP2026-0001),** establishing C-2 (General Commercial District) zoning.

Memorandum

To: Planning and Zoning Board
From: Cheryl A. Dean, AICP, Planning Manager
Re: **Annexation (ANNX2025-0005), Comprehensive Plan Amendment *Minor Amendment* (MAP2026-0002), and Zoning Request (MAP2026-0001): Aloha Pet and Bird Hospital**
Date: January 30, 2026

Owner/Applicants/Representative

Owner/Applicant: Aloha Real Estate Holdings, LLC/Manuel J. Pepen
Representative: Frank Plata, Plata Engineering, Inc.

Proposed Actions

For the overall 0.28± acres of developed property, the following actions are requested:

- **Annexation:** into the City of Melbourne corporate limits;
- **Comprehensive Plan Amendment:** establishing a General Commercial Future Land Use Map classification; and
- **Zoning Amendment:** establishing C-2 (General Commercial District) zoning.

Location

The 0.28± acre subject property is located at the northeast corner of East Eau Gallie Boulevard (SR 518)/San Juan Drive in Township 27, Range 37, Section 13 (948 East Eau Gallie Boulevard) (Tax Account No. 271591). This property is located on the barrier island, approximately 830 feet west of SR A1A.

History

The subject property is Lot 14 within the Replat of Block 2, Canova Beach Subdivision, Section B, recorded in 1949 (PB26, PG103). This property is the location of a veterinarian hospital (Aloha Pet and Bird Hospital). The Aloha veterinarian facility is also located on the adjacent property to the east (968 East Eau Gallie Boulevard), which was annexed into the City in 2004 (AR-2004-151/Ordinance No. 2004-40; CPA-2004-05/Ordinance No. 2004-41; Z-2004-984/Ordinance No. 2004-42; CU-2004-04/Ordinance No. 2004-43).

Property/Adjacent Property Information

The subject property is designated as CC (Community Commercial) on the Brevard County Future Land Use Map. The site is currently zoned BU-1 (General Retail Commercial) in Brevard County.

Access: San Juan Drive, along the west property line. The property also has access to Eau Gallie Boulevard through the adjacent portion of the veterinarian hospital site.

To the East: Aloha Pet and Bird Hospital building
Zoning: C-2 with a Conditional Use (CU) for a veterinary hospital
Land Use: General Commercial

To the West: Across San Juan Drive, nursery business
Zoning: BU-1 (Brevard County)
Land Use: CC (Brevard County)

To the North: Oceanview Mobile Home Park
Zoning: BU-1 (Brevard County)
Land Use: CC (Brevard County)

To the South: Commercial shopping center
Zoning: C-P
Land Use: General Commercial

Annexation Analysis

The property owner has requested that the subject property be annexed into the City of Melbourne and has submitted a voluntary annexation petition. The subject property is contiguous to the City's municipal limits on its eastern and southern sides. The annexation of the property poses no significant issues, as it is a logical extension of the City's municipal boundary. The property owners wish to consolidate an existing veterinary hospital site which is located in both the City and unincorporated Brevard County into the City.

The proposed annexation does not pose any problems with regard to the provision of municipal services. Annexing the property is consistent with the City's Comprehensive Plan policies, the Joint Planning Agreement's Urban Service Boundary, and meets all requirements of Florida Statutes, Chapter 171. The subject property is part of an unincorporated Brevard County enclave and the annexation of the subject site will reduce the amount of unincorporated land in this area.

Per the Brevard County Property Appraiser's Office, the current estimated taxable value of the subject property is \$443,690, which will generate approximately \$3,110.80 annually in City taxes. The annexation of this property should not have a significant impact upon any City services. Current police and fire (Brevard County through an interlocal) services are already provided in this general area. Upon approval of the annexation, the subject properties will be located within City Council District 2.

Comprehensive Plan Analysis

The subject property lies on the north side of East Eau Gallie Boulevard, at the northeast corner of East Eau Gallie Boulevard/San Juan Drive (approximately 830 feet west of SR A1A). The subject property is designated as CC (Community Commercial) on Brevard County's Future Land Use Map. The CC designation permits the consideration of a variety of commercial uses.

The proposed General Commercial future land use map category permits the consideration of the City's C-2 zoning. Policy 1.5.1 of the Future Land Use Element states the General Commercial Future Land Use Map category shall accommodate activities such as general retail sales and service, professional and business offices, personal services, and limited medium to high density residential. In addition, the placement of the General Commercial Land Use classification is guided by Future Land Use Element Policy 1.5.2 which states the allocation and distribution of new general commercial land use categories shall consider the location and space requirements of commercial activities and potential fiscal and environmental impacts on the City of Melbourne, and shall be determined based on the following considerations:

- Impact on existing and planned community services and utilities, especially on transportation facilities;
- Ability to achieve a functional internal circulation and off-street parking system;
- Location and site requirements based on specific needs of respective commercial activities, their market area, anticipated employment generation, and floor area requirements;
- Compatibility with and impact on other surrounding commercial activities; and
- Impact on natural systems.

This action is also consistent with the City's Intergovernmental Coordination Element. The proposal, in conjunction with City Comprehensive Plan policies, provides for continued compatibility to existing and proposed land uses in the surrounding area, both within and outside the City limits.

Comparison of Land Use Intensity

Existing Future Land Use Category (Brevard County) CC: Permits commercial uses at maximum floor area ratio (FAR) of 1.0.

Proposed Future Land Use Category (City of Melbourne) General Commercial: Permits commercial uses at a maximum FAR of 0.7.

Summary:

The City is proposing to designate the subject property as General Commercial. This Future Land Use Map category is the City's equivalent to the county's CC. The request does not impact the allowable intensity of development since the City's General Commercial Future Land Use Map category permits a less intensive FAR than the county's CC designation.

Zoning Designation Analysis

Establishing C-2 zoning is the focus of the proposed request, and is reviewed in accordance with Appendix B, Article IX, Section 1(A), which states that the proposed amendment or change shall be studied to determine:

- (a) The need and justification for the change;

- (b) When pertaining to the rezoning of land, the effect of the change, if any, on a particular property and on surrounding properties;
- (c) When pertaining to the rezoning of land, the amount of undeveloped land in the general area and in the city having the same classification as that requested; and
- (d) The relationship of the proposed amendment to the purpose of the City's plan for development with appropriate consideration as to whether the proposed change will further the purposes of this ordinance and the plan.

Need for Change: The property owners wish to consolidate an existing veterinarian hospital site which is located in both the City and the unincorporated Brevard County into a site that is wholly within the City. This consolidation is made possible through annexation; consequently, a city zoning designation must be applied to the subject land. The consolidation of this site will standardize the land use and development parameters for this property (both will be subject to City regulations).

Effect on the Property and Surrounding Properties: Currently, the Brevard County zoning for the subject property is BU-1, which allows a variety of commercial uses, including a veterinarian hospital facility. The neighboring properties to the north and west are zoned BU-1 in the unincorporated Brevard County. The property to the east (a portion of the Aloha facility) is zoned C-2 with a CU for a veterinary hospital use. When this portion of the Aloha Pet and Bird Hospital facility was annexed in 2004, a CU was required for a veterinary hospital use. City code has changed, and a conditional use is no longer required. The site to the south, across Eau Gallie Boulevard, is zoned C-P. The surrounding properties to the west, east, and south are developed with commercial uses. The property to the north is the site of a mobile home park that is zoned BU-1 in unincorporated Brevard County. Accordingly, the proposed C-2 zoning is compatible with the land uses and lot sizes in the surrounding neighborhood.

The subject site is located within the East Eau Gallie Boulevard corridor. Eau Gallie Boulevard in this area is a major arterial roadway that connects the barrier island to areas on the mainland. Traffic counts on Eau Gallie Boulevard in this area average 22,790 vehicle trips per day (2024). Historically, the majority of the area adjacent to Eau Gallie Boulevard between SR A1A and Riverside Drive has been zoned for commercial uses in the city, county, or the City of Indian Harbor Beach. This trend applies to the properties fronting Eau Gallie Boulevard both to the east and west of the subject property.

Amount of Similarly Zoned Land in the Vicinity: Placing C-2 zoning on the subject land is consistent with the current zoning of adjacent properties. All of the surrounding properties are zoned for commercial uses (BU-1, C-2, and C-P). The proposed zoning district is compatible with the surrounding commercial uses and commercial zoning classifications.

Consistency with the Comprehensive Plan: The General Commercial future land use map classification permits the consideration of C-2 zoning. The C-2 zoning classification is intended to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region as well as the motoring public. The types of uses and other restriction are intended to promote

adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption of traffic along adjacent thoroughfares. This site is located within unincorporated Brevard County adjacent to multiple properties with a commercial zoning classification.

Joint Planning Agreement (JPA)

The subject request was forwarded to the Brevard County Planning and Development Department under the Joint Planning Agreement criteria. Brevard County staff did not have any comments regarding the annexation request.

Mobility/Transportation Concurrency

This site is not located in a Mobility District. The subject property is the location of an existing veterinary hospital. Because the site is developed, the proposal will not generate additional vehicle trips on local roadways.

The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the site. Sanitary sewer service is provided by Brevard County.

Findings for the Annexation

1. The proposed annexation is consistent with Chapter 171.031 F.S., Chapter 171.0413 F.S., Chapter 171.043 F.S., Chapter 171.044 F.S., Chapter 187 F.S., and Chapter 163 F.S. The proposal will reduce the size of an existing unincorporated enclave of property. Subsequently, the proposed annexation will improve the delivery of public services to this area of the county/city.
2. The annexation of this property is consistent with City established procedures for annexation as described in City Code, Part III, Appendix D, Chapter 5. The applicant has submitted a voluntary annexation application.
3. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. Specifically, the proposal is consistent with Future Land Use Element Policy 1.12.2 which states the City shall encourage requests for annexation that are in compliance with F.S. Ch. 171, when those lands are enclaves or logical extensions of the existing City limits, when services can be properly provided, and when proposed uses are compatible with the City's Comprehensive Plan. The proposal is adjacent to Melbourne's municipal limits and is a logical extension if the City's boundary.
4. The annexation is consistent with Objective 1.7 of the Intergovernmental Coordination Element. This objective states the City will continue to annex unincorporated areas in order to improve the delivery of public services within the urban service area. The proposal will improve the delivery of public services by reducing the size of an existing unincorporated Brevard County enclave.
5. The annexation is also consistent with Policy 1.7.1 of the Intergovernmental Coordination Element. This policy states the City will continue to pursue annexation of areas within the Unincorporated Brevard County. Enclaves and the area surrounding the City, as well as other targeted areas where existing City services are already available, may be annexed in a manner that is mutually beneficial to the City and Brevard County, and consistent with Florida Statutes. The subject property

is adjacent to the City's municipal limits and the annexation of this parcel will result in the consolidation of two properties that contain an existing veterinarian hospital. The annexation of these properties will standardize the land use and development parameters for the overall site.

6. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City or region. The proposal is adjacent to the City's municipal limits and is a logical extension of the City's boundary. The land use and zoning planned for this site is compatible with the surrounding area. The subject site abuts existing commercial uses within both the City of Melbourne and Brevard County. This action will also reduce the size of an enclave of unincorporated Brevard County property.
7. Since the subject property is contiguous to the City's municipal boundary, as defined in Chapter 171, Florida Statutes, the property owner has submitted a petition to voluntarily annex into the City of Melbourne.

Findings for the Comprehensive Plan Amendment

1. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. The proposed Industrial land use designation is compatible with surrounding development patterns in the City of Melbourne. All of the surrounding properties are designated for commercial land uses in both the City and in Brevard County.
2. The proposal is specifically consistent with Goal 1 of the Future Land Use Element. The purpose stated in this goal is to meet the needs of population growth through public and private development and redevelopment, and through the appropriate distribution, location, and extent of land use, consistent with adequate levels of service, efficient use of facilities, and protection of natural resources and environmental lands. The proposed General Commercial land use will be placed on property that is designated for commercial use in the county. The subject site is located within the Eau Gallie Boulevard corridor area. Traffic counts on Eau Gallie Boulevard in this area average 22,790 vehicle trips per day (2024).
3. The proposal is specifically consistent with Future Land Use Element Policy 5.2.1 which states the General Commercial land use category shall accommodate activities such as: general retail sales and service, professional and business offices, personal services, and limited medium to high density residential uses. The applicants are requesting General Commercial land use for the subject land, which is an appropriate designation for this property since it is located in a commercial area adjacent to a major arterial roadway (Eau Gallie Boulevard). In addition, the site is already developed with a commercial use (a veterinarian hospital).
4. The proposal will not have an adverse impact on the public health, safety, welfare, or aesthetics of the City or region. The Future Land Use Element of the Comprehensive Plan establishes Residential, Commercial, Industrial, and Public/Institutional Future Land Use Map categories (the allocation of these designations is also guided by the Future Land Use Element). This proposal is consistent with the policies in the Future Land Use Element since it establishes a

land use category that is compatible with the surrounding area (General Commercial).

5. The proposal is compatible with the neighboring area, land uses, and development patterns. General Commercial Future Land Use is proposed for the subject site. This action will place commercial land use on the subject property, which is surrounded on four sides by properties zoned for commercial uses both in the City and in unincorporated Brevard County. The proposed land use category is compatible with the character of the adjacent area.
6. The requested General Commercial Future Land Use is an appropriate designation for the subject property since it is the City's functional equivalent to the existing Brevard County land use designation of CC. The subject property is part of the Eau Gallie Boulevard corridor. Historically, the majority of the Eau Gallie Boulevard corridor between SR A1A and Riverside Drive has been zoned for commercial uses either in the city, the county, or the City of Indian Harbor Beach. This trend applies to the properties in the subject area.
7. The proposed future land use designation is similar to the existing Brevard County designations in effect for the subject property and the neighboring area. The area proposed to be annexed is designated as CC on the Brevard County Future Land Use Map. Property designated for commercial land uses (in the city and county) is located on all four sides of the subject property. The property to the north of the subject site is the location of a mobile home park; however, this property is zoned for commercial uses in the county.

Findings for the Rezoning

1. The proposed C-2 zoning can be considered on properties, which are designated as General Commercial on the City's Future Land Use Map. The proposal is consistent with the goals, objectives and policies of the City's Comprehensive Plan. The proposed zoning district is compatible with surrounding development patterns, both in the City and in the unincorporated Brevard County.
2. The proposed zoning designation is consistent with policies established in the Future Land Use Element of the City's Comprehensive Plan. This proposal is consistent with the policies in the Future Land Use Element since it establishes a zoning district that is similar to land use and development patterns in the adjacent Eau Gallie Boulevard corridor area.
3. The proposed C-2 zoning district is compatible with surrounding properties, land uses, and development patterns. The subject property is bordered on four sides by properties zoned for commercial uses. The proposed zoning, in conjunction with the proposed General Commercial Future Land Use, is consistent with the adjacent zoning districts that surround the subject site. In addition, the site is developed and is the location of a veterinarian hospital.
4. The provisions of the C-2 district are projected to apply to an area intended to be developed and preserved as a major commercial center serving the commercial needs of the community and region as well as the motoring public. The types of uses and other restriction are intended to promote adequate protection from conflicts with adjacent residential and other noncommercial uses, and to minimize the interruption

of traffic along adjacent thoroughfares. The subject property is located adjacent to a major arterial roadway in a commercial area.

5. The proposed zoning will not have an adverse impact on adjoining properties, since any future redevelopment will be subject to all applicable setback and lot size requirements for the requested C-2 Zoning District.
6. The adopted Future Land Use Map contains and identifies appropriate locations for the future land use categories. The maximum densities/intensities for each category are identified in the Comprehensive Plan. The zoning map and land development regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The proposed C-2 zoning will implement the proposed General Commercial Future Land Use Map designation by permitting an existing commercial use that is compatible with development patterns in the neighboring area.
7. The proposal is specifically consistent with Policy 1.22.2 of the Future Land Use Element, which states zoning districts in the City's land development regulations shall implement the future land use categories adopted in the Comprehensive Plan, including the types of uses, and the densities and intensities of uses. The proposed C-2 zoning is consistent with the General Commercial Future Land Use category and the existing developed use of the property.

Recommendation

Based on the findings presented above, for 0.28± acres of real property located at the northeast corner of East Eau Gallie Boulevard/San Juan Drive (948 East Eau Gallie Boulevard), the Community Development Department recommends the following:

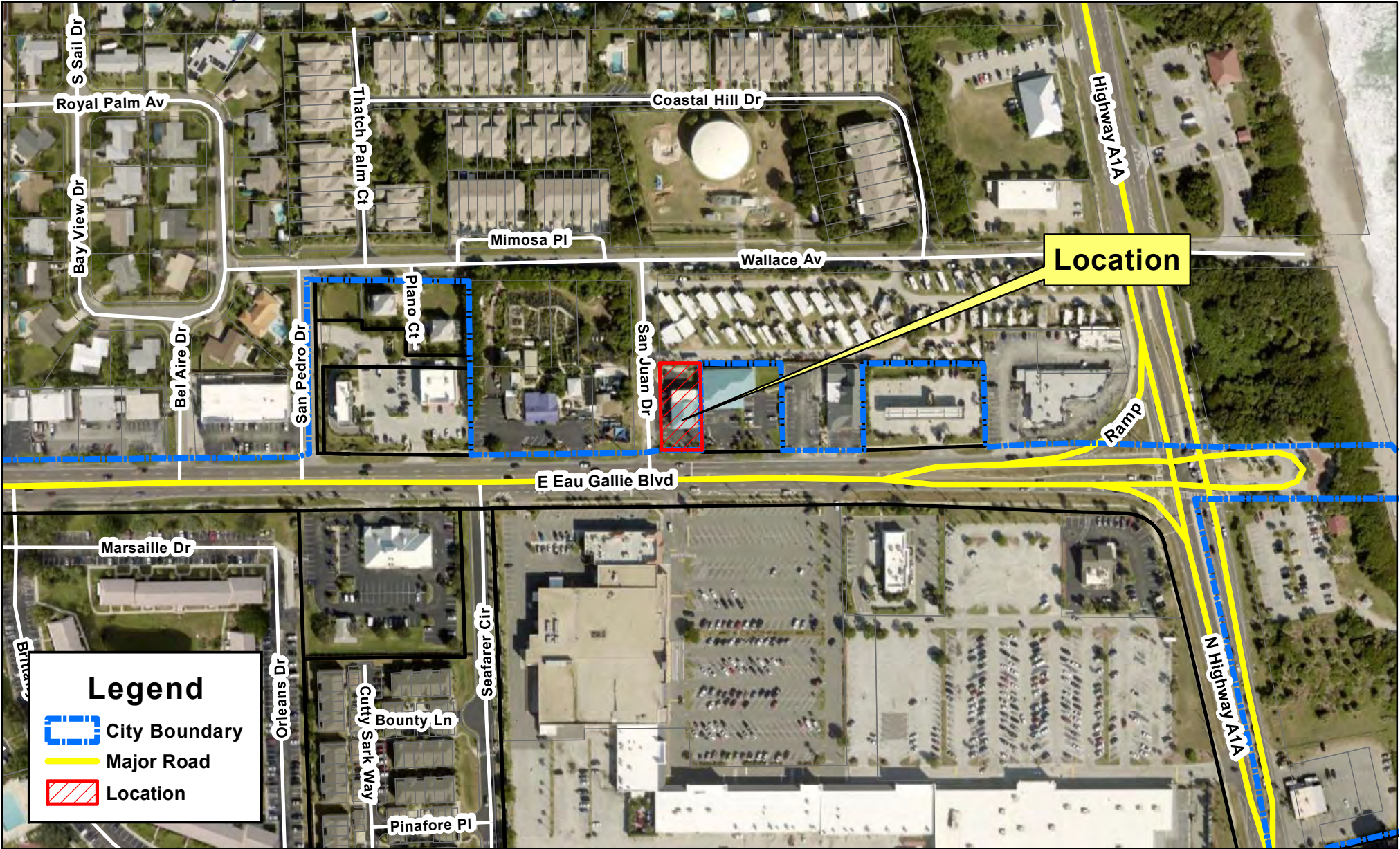
- A. Approval of Annexation (ANNX2025-0005)** into the City of Melbourne;
- B. Approval of Comprehensive Plan Amendment (MAP2026-0002)**, establishing a General Commercial Future Land Use; and
- C. Approval of Zoning Amendment (MAP2026-0001)**, establishing C-2 (General Commercial District) zoning.

**ALOHA PET-BIRD HOSPITAL
LOCATION MAP**
ANNX2025-0005 | MAP2026-0002 | MAP2026-0001



GIS Portal: <https://maps.mlbf.org/arcgis>
ArcGIS Online: <https://mgis.maps.arcgis.com>

270 0 270
Feet
1 inch = 279 feet



Legend

-  City Boundary
-  Major Road
-  Location

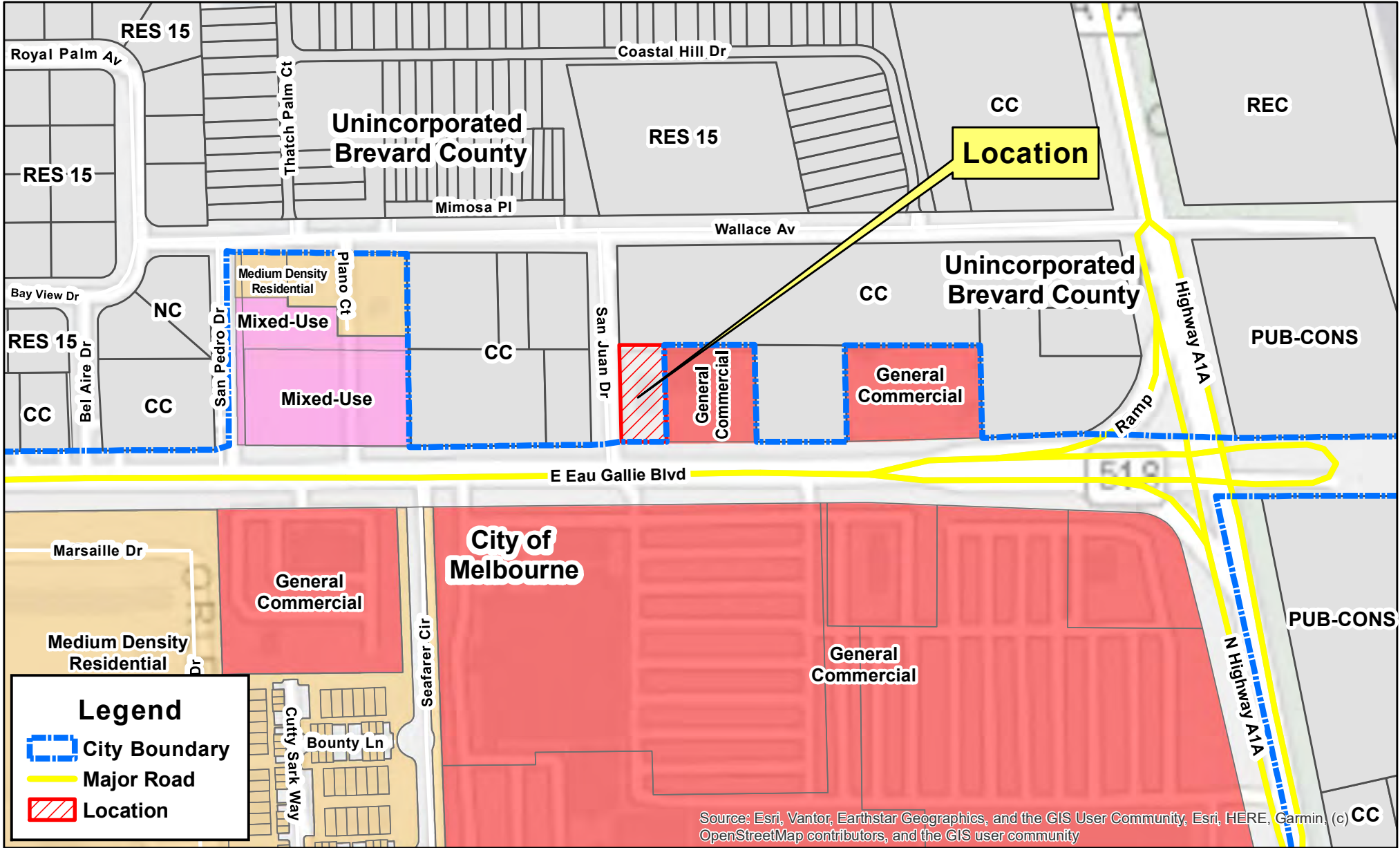
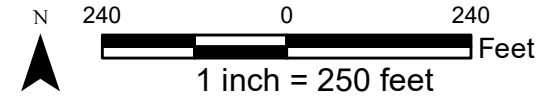
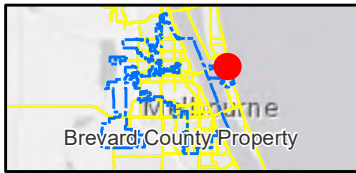
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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 1/20/2026 12:13:56 PM
Document Name: ALOHA VET ANNEXATION LOCATION Map
Document Location: \\ad.mlbf.org\Shares\mlbf_groups\COMMUNITY_DEVELOPMENT\PEIP&ZBOARD2025\Maps\MXD\ALOHA VET ANNEXATION LOCATION Map.mxd

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Item No. C. 17.



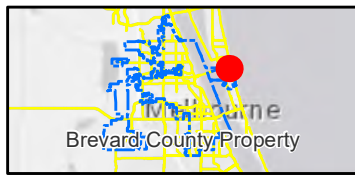
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- City Boundary
- Major Road
- Location

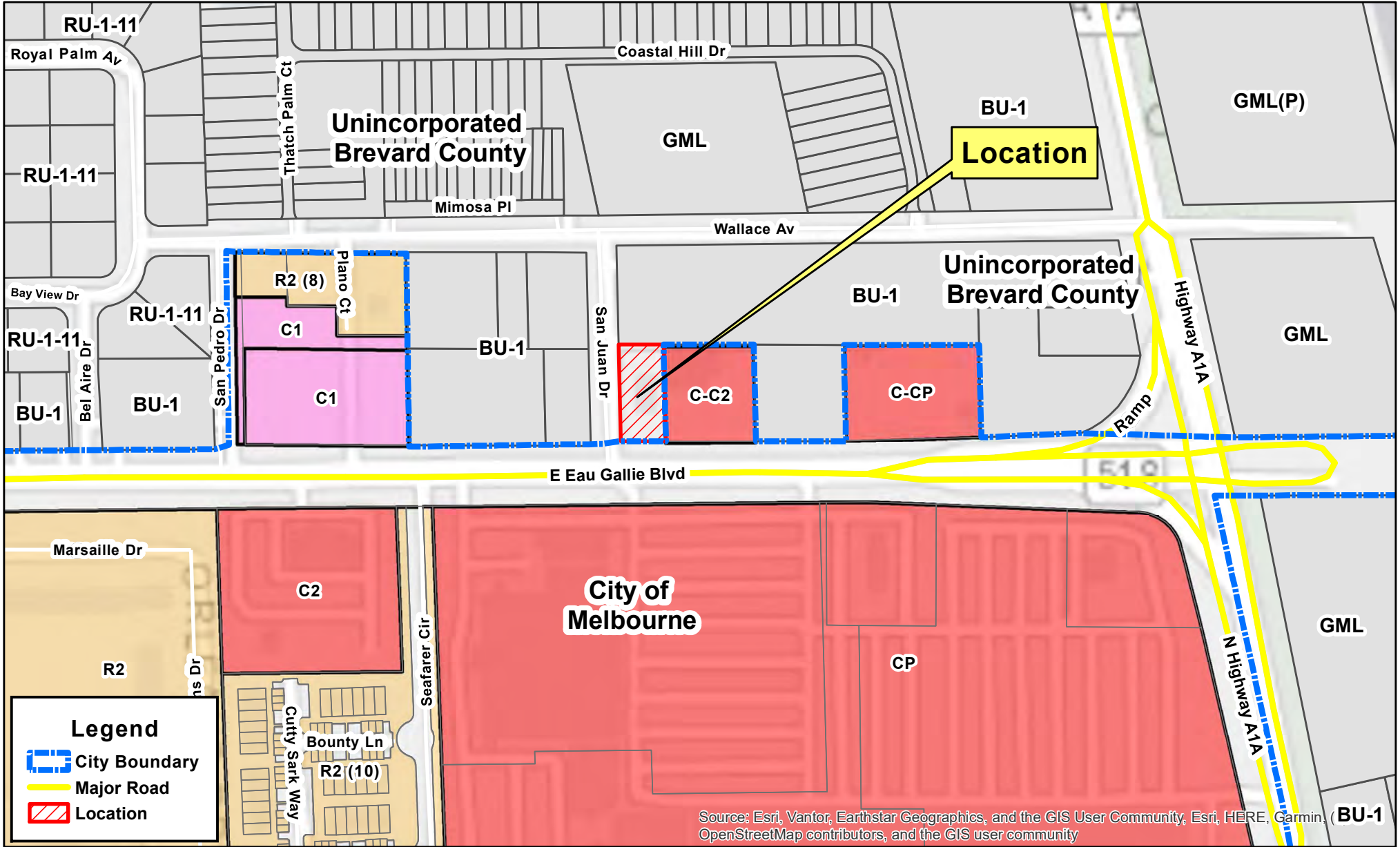
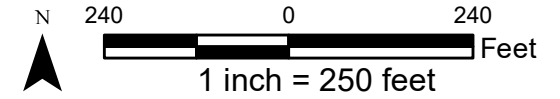
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**ALOHA PET-BIRD HOSPITAL
ZONING MAP
ANNX2025-0005 | MAP2026-0002 | MAP2026-0001**



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Legend

- City Boundary
- Major Road
- Location

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community, Esri, HERE, Garmin, OpenStreetMap contributors, and the GIS user community

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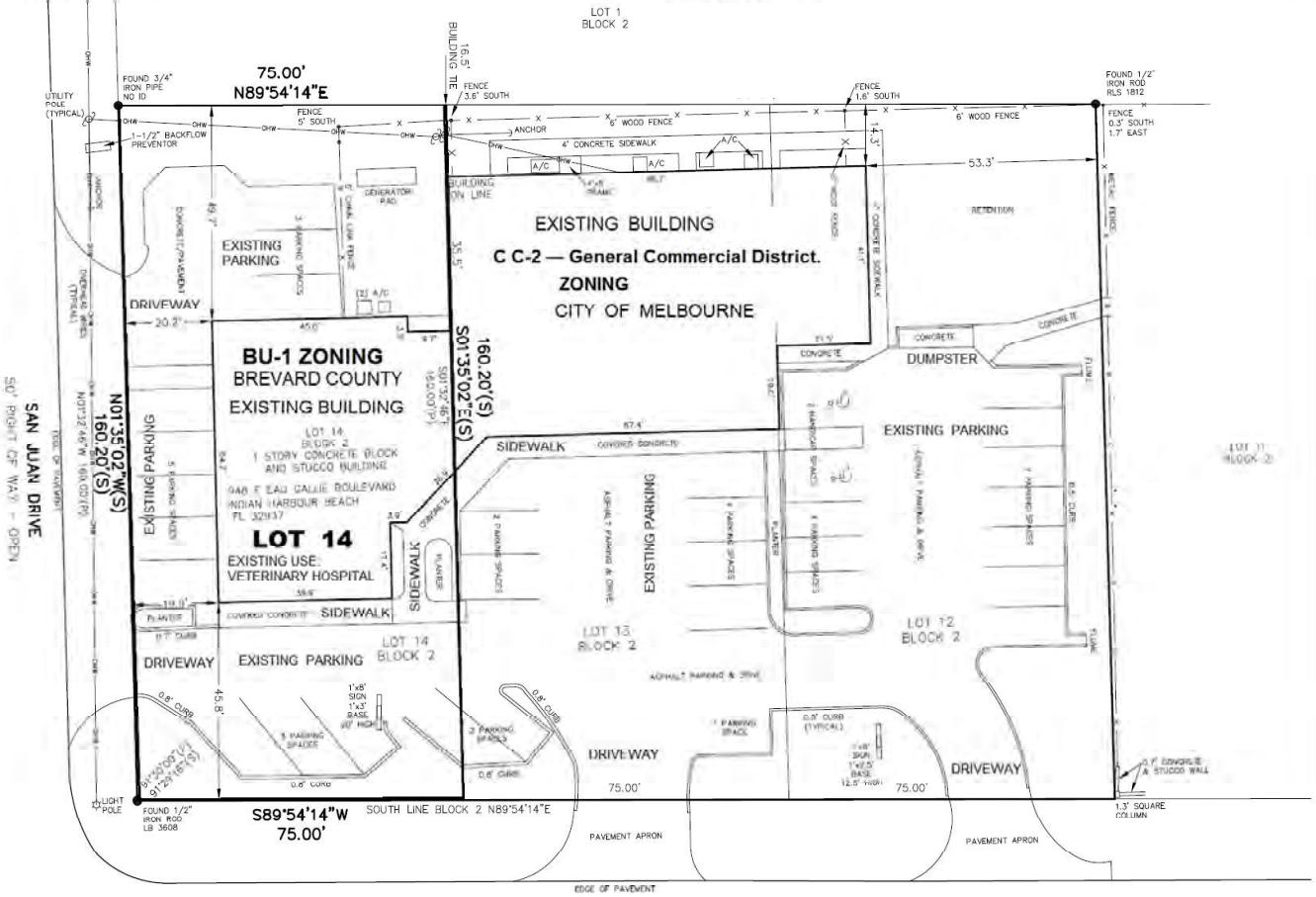
Page 201

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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 1/28/2026 11:16:55 AM
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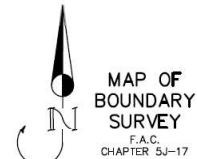
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Item No. C. 17.

BU-1 ZONING
BREVARD COUNTY



STATE ROAD 518
EAST EAU GALLIE BOULEVARD
100' RIGHT-OF-WAY - OPEN



LEGAL DESCRIPTION LOT 14

LOT 14, BLOCK 2, REPLAT OF BLOCK 2, CANOVA BEACH SECTION B,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 9B
OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

CERTIFIED TO:
ALOHA REAL ESTATE HOLDINGS, LLC

| | |
|----------------------------|---------------|
| SURVEY DATE: JUNE 19, 2025 | JOB NO: 25-45 |
| SCALE: 1" = 20' | PAGE: N/A |
| FIELD BOOK: N/A | |

WJS WILLIAM J. SUITER
LAND SURVEYING, INC.

1849 CANOVA STREET SE.
PALM BAY, FLORIDA 32909
BILL@WJSUTER.COM
WJSUTER.COM
(321) 728-0553

WHEN PRINTED THIS DOCUMENT IS NOT CONSIDERED SIGNED AND SEALED. THIS SURVEY IS ONLY VALID WHEN THE SIGNATURE CAN BE VERIFIED ON THE ELECTRONIC DOCUMENTS ONLY. THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED.

William J. Suiter
PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE
WILLIAM J. SUITER
FLORIDA CERTIFICATE NO. 4210
CERTIFICATE OF AUTHORIZATION #B 5419
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- NOTES:
- 1.) BEARINGS BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF BLOCK 2 BEARS N89°54'14"E PER PLAT OF REPLAT OF BLOCK 2, CANOVA BEACH SECTION B.
 - 2.) LOT DIMENSIONS ARE AS PLATTED(P) AND SURVEYED(S) UNLESS OTHERWISE NOTED.
 - 3.) PROPERTY LIES WITHIN SECTION 13, TOWNSHIP 27 SOUTH, RANGE 37 EAST.
 - 4.) PROPERTY LIES WITHIN FLOOD ZONE "X" PER FLOOD INSURANCE RATE MAP NUMBER 12009C0539H.
 - 5.) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.
 - 6.) ND ID DENOTES NO IDENTIFICATION.
 - 7.) SIGN (2) INFORMATION 10-27-2025.

ORDINANCE NO. 2026-06

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF 0.28± ACRES OF DEVELOPED PROPERTY LOCATED AT THE NORTHEAST CORNER OF EAST EAU GALLIE BOULEVARD (SR 518) AND SAN JUAN DRIVE (948 EAST EAU GALLIE BOULEVARD); PROVIDING FOR THE EXTENSION OF THE CORPORATE LIMITS AND BOUNDARIES THEREOF; PROVIDING THAT THIS ORDINANCE SHALL BE RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (ANNX2025-0005)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That in accordance with the provisions contained in Section 171.044, Florida Statutes, the following described property being situated in Brevard County, contiguous to the existing corporate limits and boundaries of the City of Melbourne, and being reasonably compact, is hereby annexed, established, organized into, and made a part of the City of Melbourne:

LOT 14, BLOCK 2, REPLAT OF BLOCK 2, CANOVA BEACH SECTION B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 9B OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SECTION 2. That the corporate limits and boundary lines of the City of Melbourne shall be redefined to include the above property.

SECTION 3. That this ordinance has been published in accordance with F.S. 171.044(2) and 171.044(6), F.S. 50.011, F.S. 50.0311, and Section 2-3, Melbourne City Code.

SECTION 4. That the effective date of this annexation shall be April 6, 2026.

SECTION 5. That the City Clerk shall record this ordinance in the Public Records of Brevard County, Florida.

SECTION 6. That this ordinance was passed on the first reading at a regular meeting of the City Council on the _____ day of _____, 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

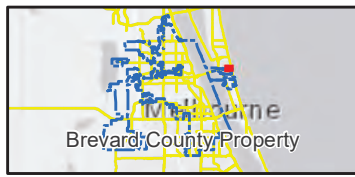
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

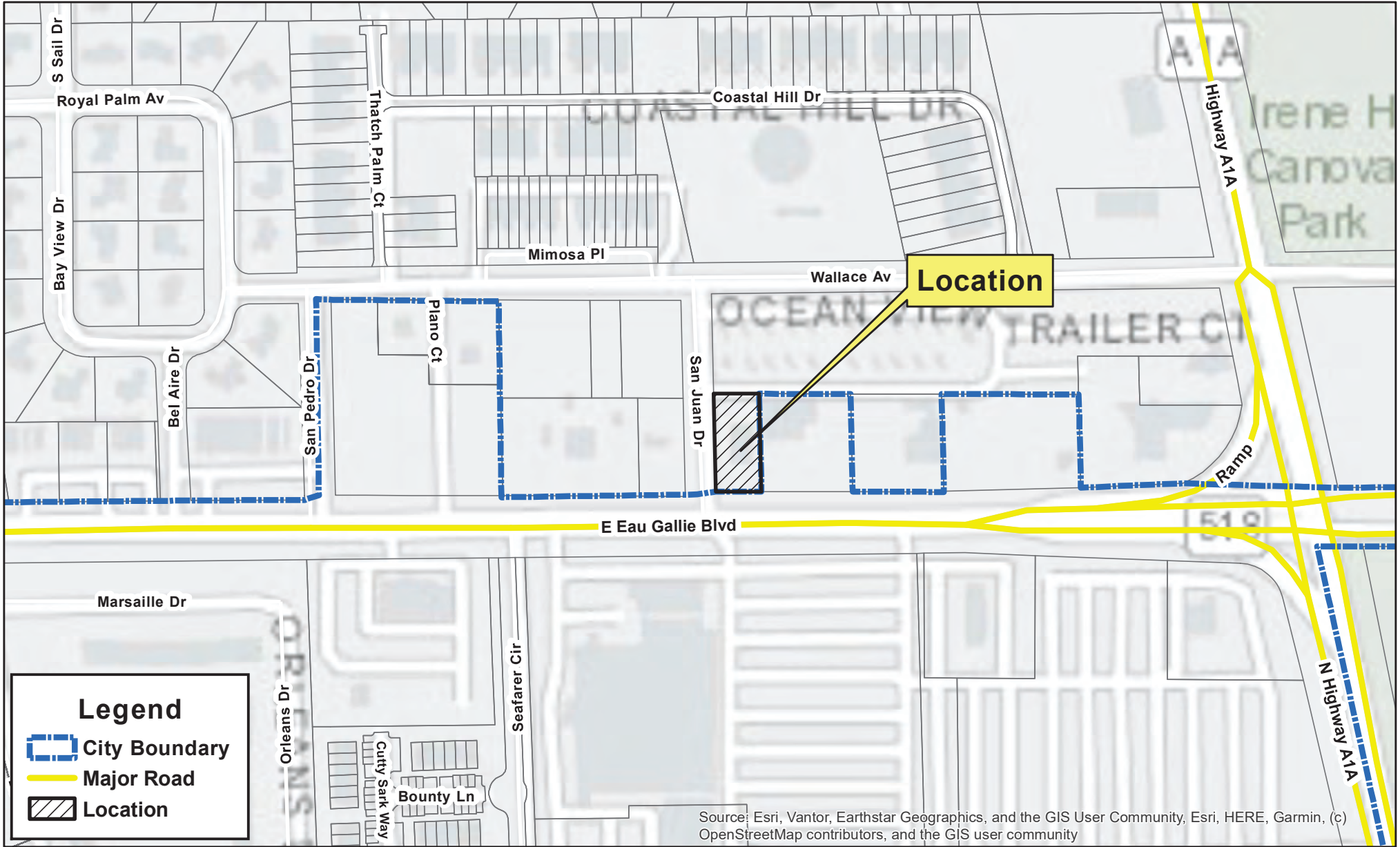
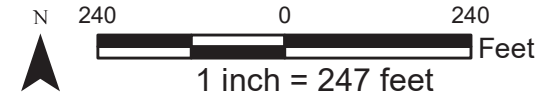
Attachment: Map

Ordinance No. 2026-06

**ALOHA PET-BIRD HOSPITAL
LOCATION MAP**
ANNX2025-0005 | MAP2026-0002 | MAP2026-0001



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



Legend

- City Boundary
- Major Road
- Location

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

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Title: ALOHA PET-BIRD HOSPITAL
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 1/30/2026 2:28:02 PM
Document Name: ALOHA VET ANNEXATION LOCATION Map
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ORDINANCE NO. 2026-07

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; MAKING FINDINGS; AMENDING APPENDIX D, CHAPTER 4, SECTION 4.04 OF THE CITY CODE; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN BY ESTABLISHING A GENERAL COMMERCIAL FUTURE LAND USE MAP CLASSIFICATION ON 0.28± ACRES OF DEVELOPED PROPERTY LOCATED AT THE NORTHEAST CORNER OF EAST EAU GALLIE BOULEVARD (SR 518) AND SAN JUAN DRIVE (948 EAST EAU GALLIE BOULEVARD); PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2026-0002)

WHEREAS, after review and a public hearing before the Local Planning Agency, the Local Planning Agency took no formal action on a recommendation to City Council regarding the comprehensive plan map amendment; and

WHEREAS, the City Council has received comments from the public and held public hearings on February 24, 2026 and March 10, 2026, with regard to the proposed amendment to the Comprehensive Plan; and

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

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

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

Sec. 4.04. Adoption of comprehensive plan.

The city's comprehensive plan consists of the one volume book adopted by Ordinance No. 2009-48 on January 12, 2010 entitled Comprehensive Plan - City of Melbourne, January 2010; which comprehensive plan includes ten elements entitled Future Land Use, Public School Facilities, Transportation, Housing, Infrastructure, Coastal Management, Conservation, Recreation and Open Space, Intergovernmental Coordination, and Capital Improvements, an introduction/definition section, and a map atlas, together with amendments adopted by Ordinance No. 2010-10, adopted March 9, 2010; Ordinance No. 2010-28, adopted July 13, 2010; Ordinance No. 2010-31 and Ordinance No. 2010-32, adopted June 22, 2010; Ordinance No. 2010-54 and Ordinance No. 2010-57, adopted December 14, 2010; Ordinance No. 2011-22, Ordinance No. 2011-24, and Ordinance No. 2011-25, adopted July 12, 2011; Ordinance No. 2011-43, adopted September 20, 2011; Ordinance No. 2011-48, adopted October 11, 2011; Ordinance No. 2012-03, adopted January 24, 2012; Ordinance No. 2012-08, adopted February 28, 2012; Ordinance No. 2012-16, adopted April 24, 2012; Ordinance No. 2013-14, Ordinance No. 2013-16, Ordinance No. 2013-17, and Ordinance No. 2013-18 adopted March 26, 2013; Ordinance No. 2013-28, adopted April 23, 2013; Ordinance No. 2013-40, adopted June 25, 2013; Ordinance No. 2013-56 adopted October 22, 2013; Ordinance No. 2013-63, adopted December 10, 2013; Ordinance No. 2014-01 and Ordinance No. 2014-05, adopted January 28, 2014; Ordinance No. 2014-22, Ordinance No. 2014-23, and Ordinance No. 2014-25, adopted May 13, 2014; Ordinance No. 2014-37, adopted July 8, 2014; Ordinance No. 2014-49, adopted September 11, 2014; Ordinance No. 2014-61 and Ordinance No. 2014-64, adopted November 11, 2014; Ordinance No. 2015-19, adopted May 26, 2015; Ordinance No. 2015-21, adopted June 9, 2015; Ordinance No. 2015-24, adopted July 14, 2015; Ordinance No. 2015-36, Ordinance No. 2015-38, and Ordinance No. 2015-41, adopted September 8, 2015; Ordinance No. 2016-11 and Ordinance No. 2016-12, adopted March 8, 2016; Ordinance No. 2016-31 and Ordinance No. 2016-38, adopted June 14, 2016; Ordinance No. 2016-40, adopted July 12, 2016; Ordinance No. 2016-47, adopted July 26, 2016; Ordinance No. 2016-59, adopted September 15, 2016; Ordinance No. 2016-64, adopted September 29, 2016; Ordinance No. 2016-06, adopted October 11, 2016; Ordinance No. 2016-69, adopted October 25, 2016; Ordinance No. 2016-76, adopted January 10, 2017; Ordinance No. 2017-03, adopted February 14, 2017; Ordinance No. 2017-08, adopted February 28, 2017; Ordinance No. 2017-18, adopted April 11, 2017; Ordinance No. 2017-34, adopted July 25, 2017; Ordinance No. 2017-47, adopted October 10, 2017; Ordinance No. 2017-58 and Ordinance No. 2017-61, adopted December 12, 2017; Ordinance No. 2018-06 and Ordinance No. 2018-09, adopted February 27, 2018; Ordinance No. 2018-23, adopted May 22, 2018; Ordinance No. 2018-21, adopted July 10, 2018; Ordinance No. 2018-31, adopted August 14, 2018; Ordinance No. 2018-51, Ordinance No. 2018-54, and Ordinance No. 2018-57, adopted November 27, 2018; Ordinance No. 2019-09, adopted February 26, 2019; Ordinance No. 2019-24, adopted April 23, 2019; Ordinance No. 2019-42 and Ordinance No. 2019-43, adopted September 25, 2019; Ordinance No. 2020-02, Ordinance No. 2020-05, Ordinance No. 2020-08 and Ordinance No. 2020-13, adopted January 28, 2020; Ordinance No. 2020-19, adopted February 25, 2020; Ordinance No. 2020-25, adopted March 24, 2020; Ordinance No. 2020-39, adopted August 11, 2020; Ordinance No. 2021-15, adopted March 23, 2021; Ordinance No. 2021-24 and Ordinance No. 2021-27, adopted July 13, 2021; Ordinance No. 2021-33, adopted July 27, 2021; Ordinance No. 2021-46, adopted October 26, 2021; Ordinance No. 2022-03, adopted February 8, 2022; Ordinance No. 2022-10 and Ordinance No. 2022-13, adopted April 12, 2022; Ordinance No. 2022-14, adopted April 26,

2022; Ordinance No. 2022-19 and Ordinance No. 2022-22, adopted May 24, 2022; Ordinance No. 2022-36, adopted August 23, 2022; Ordinance No. 2022-39, adopted September 13, 2022; Ordinance No. 2022-44, adopted October 25, 2022; Ordinance No. 2022-50 and Ordinance No. 2022-53, adopted November 22, 2022; Ordinance No. 2023-01, adopted January 24, 2023; Ordinance No. 2023-09, adopted March 28, 2023; Ordinance No. 2023-12, adopted April 11, 2023; Ordinance No. 2023-20, adopted June 13, 2023; Ordinance No. 2023-31, adopted October 24, 2023; Ordinance No. 2024-02 and Ordinance No. 2024-05, adopted January 23, 2024; Ordinance No. 2024-14 and Ordinance No. 2024-16, adopted March 26, 2024; Ordinance No. 2024-25, adopted May 28, 2024; Ordinance No. 2024-35, adopted June 11, 2024; Ordinance No. 2024-41, adopted August 13, 2024; Ordinance No. 2024-50, adopted September 11, 2024; Ordinance No. 2024-54, adopted September 25, 2024; Ordinance No. 2024-58, adopted October 8, 2024; Ordinance No. 2024-62 and Ordinance No. 2024-65, adopted October 22, 2024; Ordinance No. 2025-02, adopted January 28, 2025; Ordinance No. 2025-11, adopted March 11, 2025; Ordinance No. 2025-14, adopted March 25, 2025; Ordinance No. 2025-20 and Ordinance No. 2025-21, adopted April 22, 2025; Ordinance No. 2025-25, adopted June 10, 2025; Ordinance No. 2025-32, adopted July 22, 2025; Ordinance No. 2025-43, adopted September 24, 2025; Ordinance No. 2025-47, adopted October 14, 2025; and Ordinance No. 2025-53 and Ordinance No. 2025-62, adopted January 13, 2025; and Ordinance No. 2026-07, adopted March 10, 2026.

SECTION 2. That the attached Exhibit “A” is incorporated herein by this reference and is hereby adopted as an amendment to the official Comprehensive Plan for the City. Amendment MAP2026-0002 consists of an amendment to the Future Land Use Map by establishing a General Commercial Future Land Use Map classification on 0.28± acres of developed property at the northeast corner of East Eau Gallie Boulevard (SR 518) and San Juan Drive (948 East Eau Gallie Boulevard).

SECTION 3. Severability Clause. That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, illegal or otherwise void by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, illegality, or other declaration shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance.

SECTION 4. That this ordinance shall become effective as provided by general law.

SECTION 5. That this ordinance was passed on the first reading at a regular meeting of

the City Council on the _____ day of _____, 2026 and adopted on second/final reading at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

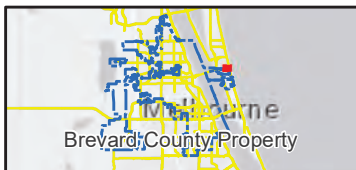
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

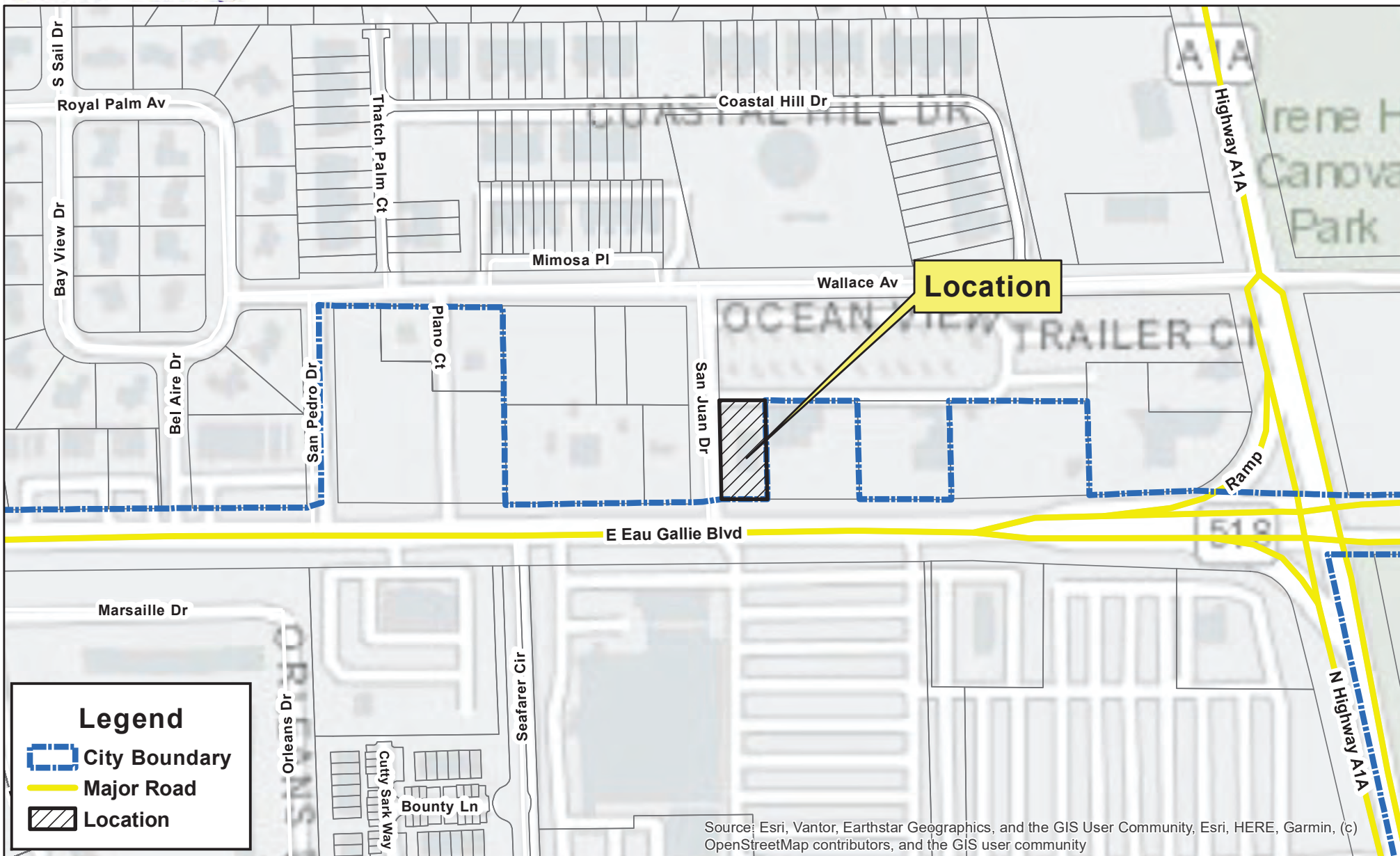
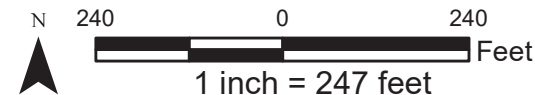
Attachment: Exhibit "A"

Ordinance No. 2026-07

**ALOHA PET-BIRD HOSPITAL
LOCATION MAP**
ANNX2025-0005 | MAP2026-0002 | MAP2026-0001



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



Legend

- City Boundary
- Major Road
- Location

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

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

Title: ALOHA PET-BIRD HOSPITAL
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 1/30/2026 2:28:02 PM
Document Name: ALOHA VET ANNEXATION LOCATION Map
Document Location: \\ad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PEIP&ZBOARD2025\Maps\MXD\ALOHA VET ANNEXATION LOCATION Map.mxd

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Information Technology Department
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ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY ESTABLISHING C-2 (GENERAL COMMERCIAL DISTRICT) ZONING ON 0.28± ACRES OF DEVELOPED PROPERTY LOCATED AT THE NORTHEAST CORNER OF EAST EAU GALLIE BOULEVARD (SR 518) AND SAN JUAN DRIVE (948 EAST EAU GALLIE BOULEVARD); PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (MAP2026-0001).

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by establishing C-2 (General Commercial District) zoning on 0.28± acres of developed property located at the northeast corner of East Eau Gallie Boulevard (SR 518) and San Juan Drive (948 East Eau Gallie Boulevard).

The property is described as:

LOT 14, BLOCK 2, REPLAT OF BLOCK 2, CANOVA BEACH SECTION B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 9B OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

SECTION 2. That this amendment shall not become effective until it has been recorded on the Official Zoning Map of the City of Melbourne and shall become effective immediately after City of Melbourne Ordinance No. 2026-07 becomes effective (the ordinance that establishes the Future Land Use).

SECTION 3. That this ordinance was passed on the first reading at a regular meeting of the City Council on the _____ day of _____, 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. 2026-08



**Melbourne City Council
February 24, 2026
City Manager's Item Report**

Department: City Manager's Office
Presenter: Jenni Lamb
Council District: N/A
Reading Number: 1
Quasi-judicial Item (Disclosure Required): No
Public Hearing: No
Item Number: C.18.

Subject:

Ordinance providing for an increase in the City Manager's purchasing award threshold.

Background/Consideration:

At the January 13, 2026 regular Council meeting, City Council expressed consensus for City staff to return with an ordinance providing for an increase in the purchasing award threshold for the City Manager from \$75,000 to \$100,000.

Additionally, this ordinance proposes a revision to Section 2-29 of City Code relating to the order of business on any regular Council meeting agenda. Currently, engineering or construction contracts in excess of \$50,000 must be placed on the City Council agenda. The ordinance proposes to increase this threshold from \$50,000 to \$100,000. Under the current threshold, Council is charged with reviewing and approving approximately nine percent (9%) of non-engineering related procurement transactions in a fiscal year. The proposed ordinance would decrease this to approximately seven percent (7%). This would include contracts for goods and services such as temporary staffing, manhole rehabilitation, storm drain cleaning, certain vehicle purchases, playground replacements, trenching or other stormwater related equipment, medical supplies, water treatment plant and pool chemicals and maintenance materials, mowing contracts, certain technology equipment, and generator repairs, to name a few.

The ordinance also amends Sec. 2-572 'Jurisdiction on public improvement or professional service contracts', increasing the threshold for the purchase of professional services from \$25,000 to \$100,000 for City Manager approval. The purchase of professional services is still subject to the Consultants' Competitive Negotiation Act, F.S. § 287.055, and shall be awarded pursuant to the provisions of that enactment. Under the current threshold, Council is charged with reviewing and approving approximately 50% of engineering-related procurement transactions in a fiscal year. The proposed ordinance would decrease this to approximately 25%. This would include contracts and tasks orders such as signs and signals supplies and equipment, certain paving contracts, traffic control devices, parks bleachers and playground shade replacements, street sweeping, pipelining projects, sidewalk upgrades and restoration, injection well design and engineering, traffic signal maintenance, bus shelters, geotechnical surveys, and water main extensions, to name a few. It's important to note that contracts and tasks orders for construction-related projects have only continued to increase since 2020.

Other local jurisdictions having an administrative expenditure threshold of \$100,000 or more include



the City of Palm Bay and Brevard County. This ordinance does not provide for a change in any of the provisions of Melbourne City Code relating to formal bids or proposals.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-09.

ORDINANCE NO. 2026-09

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING CHAPTER 2 OF THE CITY CODE, ENTITLED "ADMINISTRATION"; AMENDING SECTION 2-29, ORDER OF BUSINESS; AMENDING SECTION 2-572, JURISDICTION ON PUBLIC IMPROVEMENT OR PROFESSIONAL SERVICE CONTRACTS; AMENDING SECTION 2-581, PURCHASING AWARDS THRESHOLDS; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE.

WHEREAS, at its January 13, 2026 regular meeting, City Council directed staff to return with an ordinance to amend the City Manager's purchasing threshold, citing increasing costs, inflation and their impact on the City Manager's expenditure authority; and

WHEREAS, similar ordinances have been adopted by past City Councils to increase the City Manager's spending authority to keep up with these trends.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Section 2-29 of the City Code of Melbourne, Florida is hereby amended to read as follows:

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:

* * * *

- (9) New business, with engineering or construction contracts in excess of ~~\$50,000.00~~ \$100,000.00 appearing first and the consent agenda appearing second.

* * * *

SECTION 2. That Section 2-572 of the City Code of Melbourne, Florida is hereby amended to read as follows:

Sec. 2-572. Jurisdiction on public improvement or professional service contracts.

* * * *

(c) Contracts for professional services shall be exempt from this article relating to purchasing. The purchase of professional services subject to the Consultants' Competitive Negotiation Act, F.S. § 287.055, shall be awarded pursuant to the provisions of that enactment, as amended from time to time. The purchase of professional services, subject to F.S. § 11.45, shall be awarded pursuant to the provisions of that enactment, as amended from time to time. Except as otherwise provided in this subsection, the purchase of professional services up to and including \$25,000.00 may be awarded by the city manager. Except as otherwise provided in this subsection, the purchase of professional services for in excess of ~~\$25,000.00~~ \$100,000.00 shall be awarded by the city council.

SECTION 3. That Section 2-581 of the City Code of Melbourne, Florida is hereby amended to read as follows:

Sec. 2-581. Purchasing awards thresholds.

Except as otherwise provided in this article, the authority for awards of contracts or purchases shall be made as follows:

- (1) Procurement manager. Amounts up to and including \$15,000.00.
- (2) City manager. Amounts exceeding \$15,000.00 up to and including ~~\$75,000.00~~ \$100,000.00.
- (3) City council. Amounts in excess of ~~\$75,000.00~~ \$100,000.00.

SECTION 4. 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 5. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 6. That this ordinance was passed on 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. 2026-09



Melbourne City Council
February 24, 2026
City Manager's Item Report

| | |
|--|---|
| Department: | City Manager's Office |
| Presenter: | Cynthia Dittmer, Steve Innes, James Ennis |
| Council District: | N/A |
| Reading Number: | N/A |
| Quasi-judicial Item (Disclosure Required): | No |
| Public Hearing: | No |
| Item Number: | C.19. |

Subject:

Discussion on the City's land development review and permitting process.

Background/Consideration:

At the April 8, 2025 Council meeting, Council Member Marcus Smith requested to have a discussion item regarding the development review process. The presentation was postponed several times by City Council.

Attached are staff memorandums and flow charts from the Code Compliance (Building) Division, Community Development, and Engineering Departments regarding their respective plan review and permitting processes. The review process for each department/division is similar and in most instances, whereas the City's EnerGov permitting and plan review software platform is used. The City has developed and published a series of instructional videos to guide applicants through the electronic application process. These resources are available on the [City's website](#). Additionally, the Community Development and Engineering Departments have created static applications that replicate the more frequently used EnerGov applications as a tool to assist the development community in understanding what information and documentation is required prior to filing the electronic application in the EnerGov system. For those needing further assistance, in-person support is offered at all three offices. The Code Compliance Division provides a computer workstation, available at the front counter, for applicants to access the EnerGov platform and receive help from staff during the process.

Each of the department/division memos attached outline the types of permits reviewed by the City and the process for each. The memos also address frequent challenges that City staff encounter during the application submittal and review process. These challenges impact the City's ability to meet timely reviews. Some examples of these challenges include projects where the first submittal lacks basic submittal requirements and adequate quality control measures from the applicant, i.e. required details and site information including technical and dimensional details. In some cases, the plans even include site data or technical specifications that are not related to the project or are from another jurisdiction. The Community Development and Engineering Departments have implemented a policy whereby if the plans are severely inadequate, incomplete, or incorrect, then the first review will be rejected and considered substantially non-compliant. It is incumbent upon the applicant to timely resubmit the application with all required information and documentation.

Other challenges that City staff encounter that contribute to delays in staff review include instances



where previous staff comments are not addressed by the applicant upon their resubmittal, which then end up being a repeat comment in subsequent reviews. Staff also notes that site development in the City of Melbourne is unique due to constrained sites or redevelopment of old sites with unique features, which requires additional time for research and review on requested exceptions and other special determinations. Finally, as a result of recent changes in State legislation, the Code Compliance (Building) Division is experiencing challenges with applicants that use private providers who are often missing critical components of the Florida Building Code, which contribute to project delays at the closeout stage.

Both the Community Development and Engineering Departments continue to experience a high volume of requests for information from applicants, both residents and developers. Many of these requests take a substantial amount of staff time to research and provide accurate responses. The increase in both the ease of communication and ready access to electronic communications has drastically increased the number of communications that are received by City staff regarding development concerns, complaints, code enforcement requests, right-of-way questions, property research and other items, regardless of their veracity.

While the City continues to experience an increased volume of work, staff levels in the Community Development and Engineering Departments have not substantially changed in the past 25 years. However, on May 27, 2025, City Council authorized one new position in the Community Development Department to provide planning and engineering-related reviews on building permit applications. This position has since been established and the employee will begin on February 23, 2026. Meanwhile, State and Federal regulatory requirements for development, complexity of development, and statutory obligations have increased or shifted substantially during this timeframe and are expected to continue based upon recent actions by the Florida legislature and other federal agencies. Similarly, the City of Melbourne's population has increased by approximately 24% during this timeframe from roughly 71,000 to 88,000 residents.

Fiscal/Budget Impact:

N/A

Requested Action:

Council discussion.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, AICP, Community Development Director
From: Cheryl Dean, AICP, Planning Manager
Re: **Community Development Plan Review Process & Timelines**
Date: **February 15, 2026**

Community Development Plan Types

- Formal Site Plan – conceptual level plan required for: commercial sites over 3 acres; industrial sites over 5 acres; multi-family development with 20 units or more; new development in Downtown Melbourne; and all institutional development. Some of the formal site plans have final action by the Planning and Zoning Board, and the larger plans are considered by City Council.
- Preliminary Development Plan – a master site plan that accompanies a request for PUD zoning, outlining the major components of the proposed subdivision.
- Preliminary Plat – the first stage of plat review encompassing review of the subdivision lots and tracts, along with all proposed infrastructure systems (water, sewer, stormwater, roads, sidewalk, etc).
- Final Plat – occurs after the engineering construction plan review of the plat. The review includes: a consistency review with the previously approved plat/plans; a detailed legal review of all legal documents for the plat; and a full review of all surveying aspects including the plat and field inspections.

Other types of applications and reviews also occur in Community Development but not all other applications necessarily require the submittal of some type of “plan” review. Typically, requests without a “plan” can move through the review process in a quicker manner overall, however, there are additional advertising and notice requirements that add to the total timeframe of these application reviews.

The following is a list of all other applications that are reviewed on a regular basis in the department:

- Affordable Housing Use Certificate
- Annexation

- Board Appeals
- Conditional Use
- Developers Agreement
- Finding of Consistency
- Historic and Architectural Review Board
- Map (Zoning and Future Land Use) Amendment
- Outdoor Seating/Display Permit
- Subdivision Plat (Preliminary and Final)
- Pre-annexation Agreement
- Formal Site Plan
- Text (City Code and Comprehensive Plan) Amendment
- Variance and Administrative Waiver
- Zoning Verification Letter

Plan/Plat Review Process & Timelines

All plans and plats are applied for through the Energov system. Once an application is received by staff, it is reviewed for completeness. In addition to submitting a site plan or plat, other documents are also often required for a full review, such as a traffic analysis, school concurrency application, environmental impact assessments, etc. Once an application is deemed complete with all required submittals, the applicant is invoiced for the review fees and upon payment, the plan/plat is sent to 10 to 12 reviewers for their comments.

Once all comments on a plan or preliminary plat have been addressed by the applicant's design professional, the project is scheduled for public hearing before the Planning and Zoning Board. All preliminary plats and formal site plans that require City Council review, are then scheduled for the next available City Council agenda based upon the agenda item deadline schedule. Some formal site plans are considered for final action by the Planning and Zoning Board, depending upon the acreage and location of the development, which shortens the overall process.

The goal is to review formal site plans within a 10-business day timeframe and to provide comments back to the applicant directly after the end of this timeframe. Final Plat review takes longer for the legal and survey reviews and is allotted a 15-business day turnaround. At times, due to the number of plans/plats under review, the 10 or 15 business day goals are not met. Dependent upon the number of comments for the first review, the subsequent reviews can potentially be quicker if the applicant addresses all comments. Legal and survey-related City comments for Final Plats are dependent upon the quality and completeness submitted by the applicant. Final Plats require the creation of several legal documents/agreements in coordination with the language on the plat itself that are rarely consistent on the first review round. Survey reviews include field work to confirm the location of all monument requirements that establish each lot and tract, which may not be ready at the same time that the final plat is submitted.

A change in departmental policy in late 2024 was implemented to address plans that are severely inadequate or incorrect. If the reviewer has already provided 10 to 15 corrections/comments, and staff determines that many more comments are forthcoming due the lack of adequate or code-compliant details on the plan, the first review is rejected and considered to be substantially non-compliant with City Code. Those initial comments are provided to the applicant with a requirement to resubmit for a second review with improved details on the plan.

Challenges to Timely Plan Review

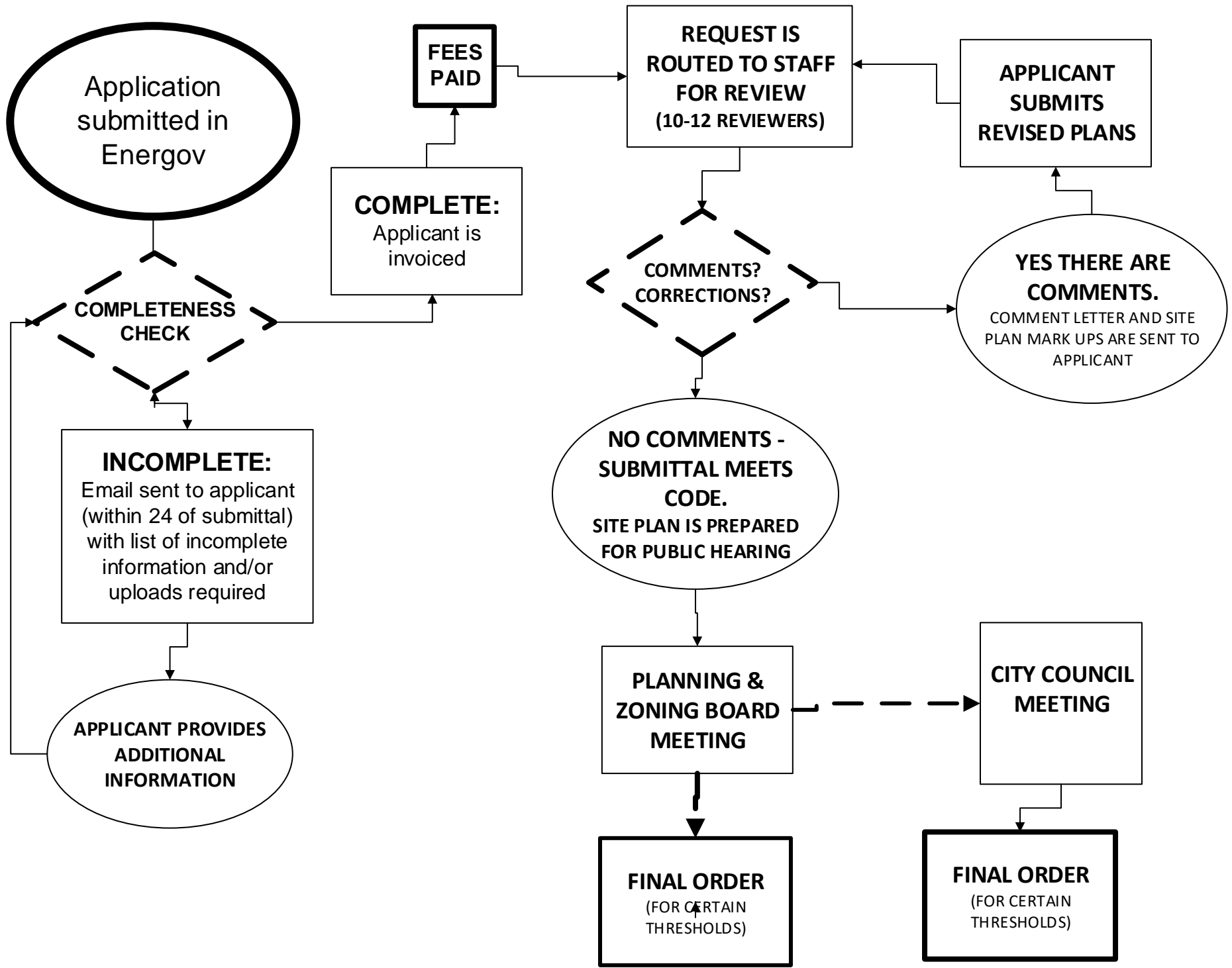
Some of the reasons that plan/plat reviews are taking longer to be reviewed or requiring multiple re-submittals are as follows:

- Generally, the 1st review of a plan/plat submittal lacks adequate quality control measures and does not contain 100% of the basic project and site data, technical and dimensional details and existing conditions.
- Submittals often do not contain the necessary City Code-required details and site information that is required for a complete review.
- Submittals often contain site data or technical specifications that are not related to the project and are sometimes standards or requirements from other jurisdictions.
- Comments made by staff are often not addressed and have to be repeated in subsequent comment letters and re-reviewed again.
- Generating a larger number of review comments typically results in higher number of submittals, as many more plans are exceeding 3 reviews, with some reaching a 6th or 7th review.
- Non-local applicant/design professionals are not typically familiar with the city's codes and specifications, often requiring extra meetings and phone calls, which delay resubmittals and supplemental reviews.
- Site development in the City is more often occurring on constrained sites (physically or environmentally), projects are unique in nature, and/or projects with intergovernmental restrictions, often creating requests for exceptions through alternative parking analysis and dumpster waivers which require additional review and consideration by a department director to make special determinations.

Other constraints on staff time

The volume of the information/assistance requested by both citizens and development teams is currently at one of the highest levels seen by staff in many years. Community Development staff is regularly fielding and addressing in excess of 100 cumulative calls per week regarding the status of Community Development related applications and site plan/plat reviews, along with building permit and engineering review comments/corrections/ clarifications. Areas such as Zoning Verification Letter requests have increased from 22 applications in 2020 to 91 applications in 2025. Additionally, to provide better customer service within our department, a dedicated "Planner of the Day" is available during working hours to provide immediate general planning and zoning

information to the public. Many times, the handling of these requests requires substantial staff time to provide accurate responses in accordance with City Code/Comprehensive Plan and/or requires historical document research. In addition to these increased needs, a large number of legislative changes have been enacted the last several years (affordable housing, expedited permit review related to subdivisions, administrative approval of final plats to name a few), creating the need for ordinances to be created to address local mandates. Additional staff time in retraining and resetting processes also results from these changes. Addressing all of these many items competes with the time that staff can dedicate to performing application reviews.



Memorandum

To: Jenni Lamb, City Manager
From: Steve Innes, Building Official
Re: **Code Compliance Plan Review Process & Timelines**
Date: **February 19, 2026**

Code Compliance Permit Application Review Process

- Permit Application Submission – Permit applications are submitted online via the EnerGov permitting software platform
https://energovweb23.mlbfl.org/energov_prod/selfservice/#/home
- Initial Intake Review – Intake personnel review the submitted application to ensure all required documents, licensure, and prerequisites are in place. Applications that meet the requirements are typically approved for processing within one business day. If application does not meet the necessary requirements (no plans, vague work description, duplicate permit application, etc.) the application is placed in an On Hold status and the applicant of record or contractor is reached out to via email or phone for clarification depending on the situation.
- Review Coordination -The Review Coordinator evaluates the submitted documents to determine which departments and personnel need to participate in the review process. Appropriate assignments are made, typically on the same day the application is submitted or by the following morning.
- Plan Review Timeline
 - Residential Projects: Plans examiners have up to 5 business days to complete their review.
 - Commercial Projects: Plans examiners have up to 10 business days to complete their review.
 - These time frames serve as internal guidelines, and most reviews are completed within a few days of submission.
- Interdepartmental Review – Upon initiation of the plan review, the application is simultaneously routed to relevant departments including Engineering, Community Development, and Fire, in addition to the core reviews for electrical, plumbing, mechanical, and building.

- Review Completion – Once all departmental reviews are finalized, the application is reassigned to the Review Coordinator.
 - Review Approved: The review process is considered complete. Intake staff will generate an invoice for the permit.
 - If Not Approved: The review is marked as requiring resubmittal. The Review Coordinator will close the current review session, and the applicant will be notified to submit revised plans addressing the noted deficiencies.
- Permit Issuance – After the invoice has been paid in full, the permit is officially issued.

Recurring Findings in Building Permit/Plan Review Processes

All permit applications are now submitted digitally through the City’s EnerGov software platform. The transition from paper-based submissions to a fully digital system has required adjustments to established contractor and applicant workflows. Unlike the previous process, where paper applications could be dropped off in person, the digital format places greater responsibility on applicants to ensure complete and accurate submissions. To support this transition, the Building Department has developed and published a series of instructional videos to guide applicants through the digital application process. These resources are available on the City's website at: <https://www.melbourneflorida.org/Government/Departments/Code-Compliance-Division/Building-Section/EnerGov-Instructional-Videos>

Prior to the creation of these video resources, the department distributed printed and emailed step-by-step instructions. These efforts continue to evolve as part of our commitment to providing accessible support and improving the overall application experience. Additional resources, including a comprehensive **Frequently Asked Questions (FAQ)** section, are also available to assist with permit application questions: <https://www.melbourneflorida.org/Government/Departments/Code-Compliance-Division/Building-Section/Frequently-Asked-Questions>

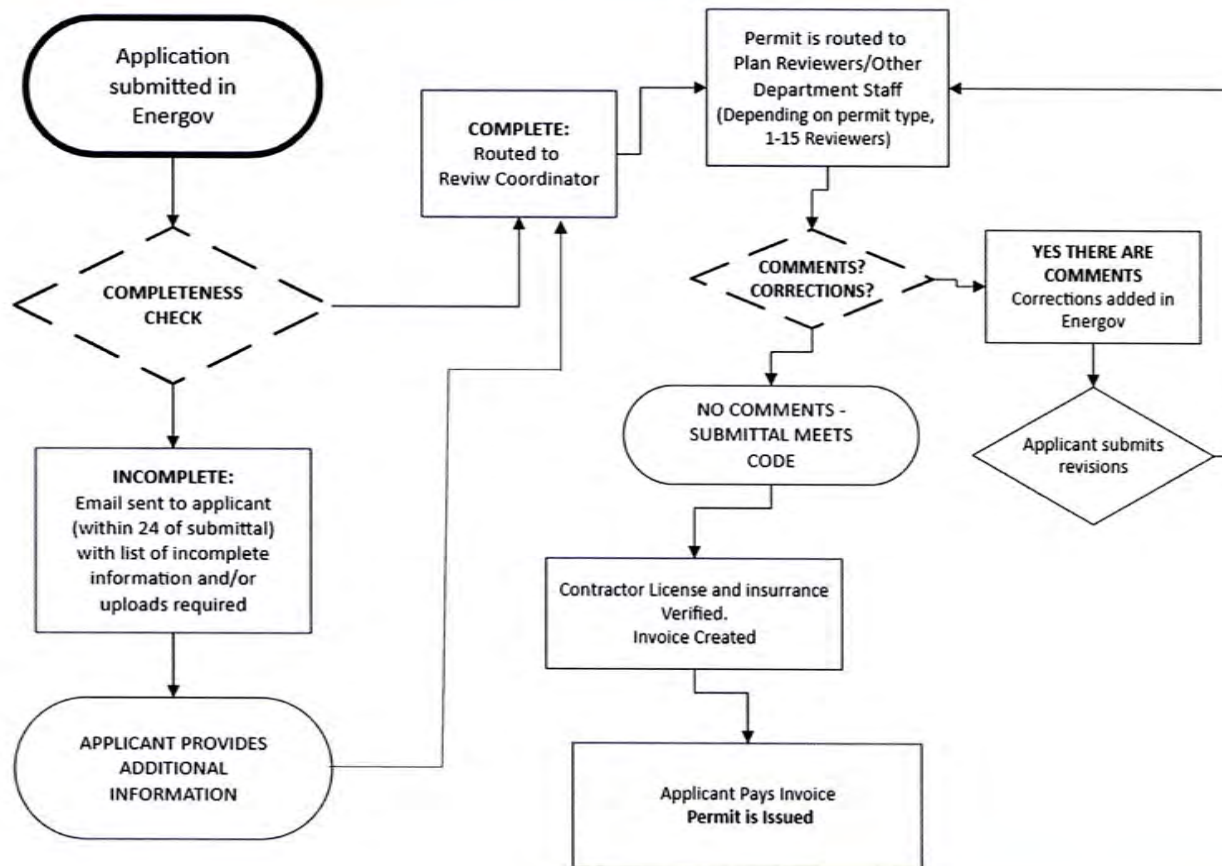
For those needing further assistance, in-person support is offered at the Building Department. A computer workstation is available at the front counter for applicants to access the EnerGov platform and receive help from staff as needed.

Some of the reasons that building permit reviews are taking longer to be reviewed or requiring multiple re-submittals are as follows:

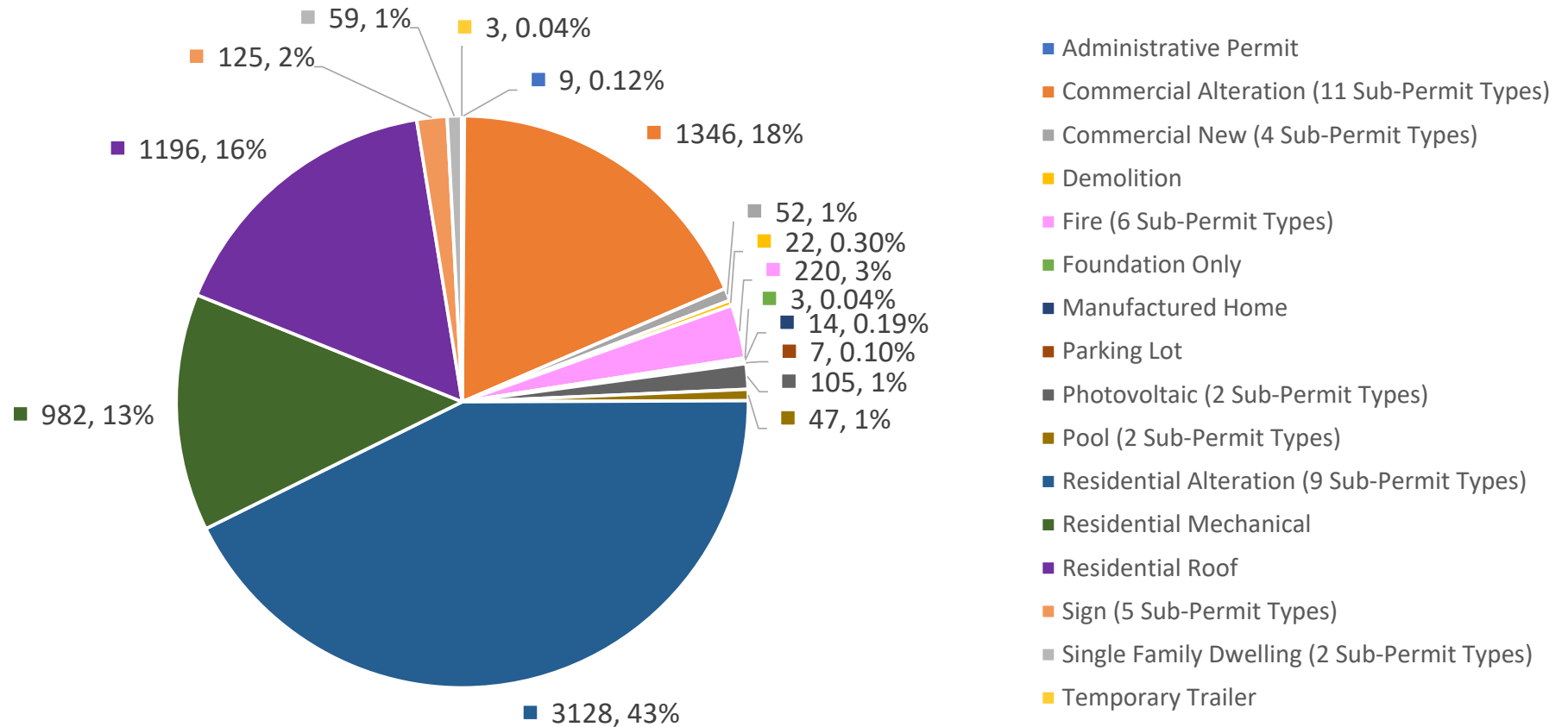
- Generally, the 1st review of a permit application does not contain 100% of the basic permit type requirements.
- Submittals often lack required Florida Building Code details and necessary site information for a complete review.

- Comments made by staff are often not addressed and have to be repeated in subsequent reviews and re-reviewed again.
- When a larger number of review comments are generated will typically result in a higher number of submittals, as many more plans are exceeding 3 reviews, with some reaching a 6th or 7th review.
- The City allows permit applications and construction plans to be submitted concurrently, which can delay permit issuance when unresolved site engineering issues arise. In many other jurisdictions, plans must be approved by all other departments prior to applying for a permit, helping to avoid such delays.
- The growing use of Private Providers (PPI) has contributed to project delays at the closeout stage. Because City inspectors are not on site, critical steps outside the Florida Building Code—such as impact fees, final documents, departmental approvals, and administrative permits—are often missed. These oversights prevent the issuance of Certificates of Occupancy (COs), and contractors are frequently caught off guard despite these requirements being clearly outlined in the permit workflow.

Process: Building Permits



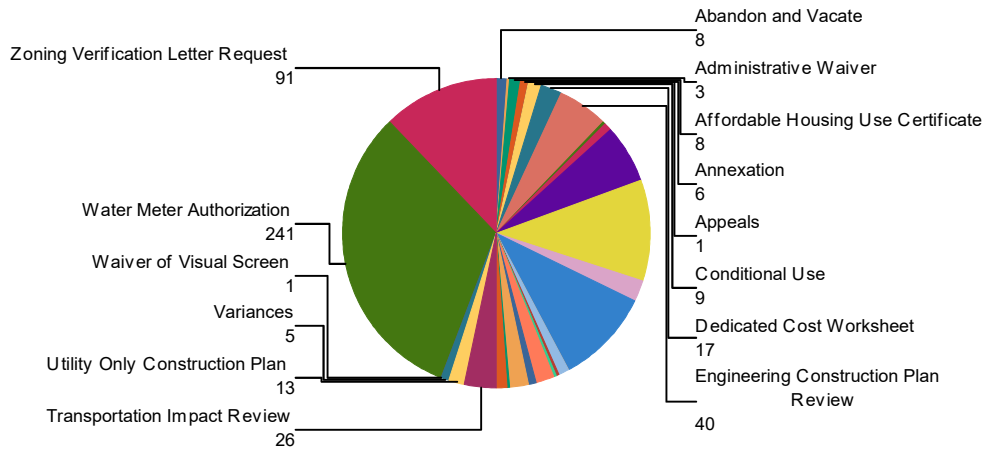
2025 Building Permits Issued





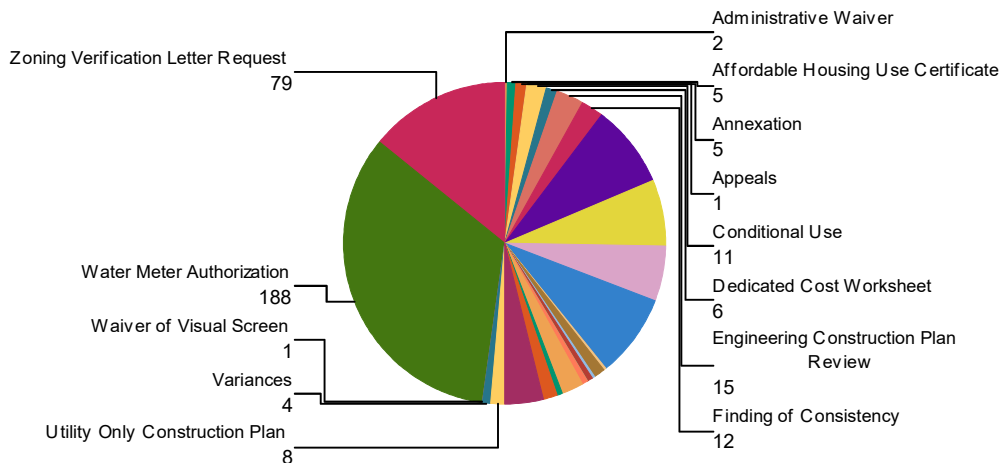
PLANNING KEY PERFORMANCE INDICATORS(01/01/2025 TO 12/31/2025) FOR CITY OF MELBOURNE

Plans Applied For By Plan Type



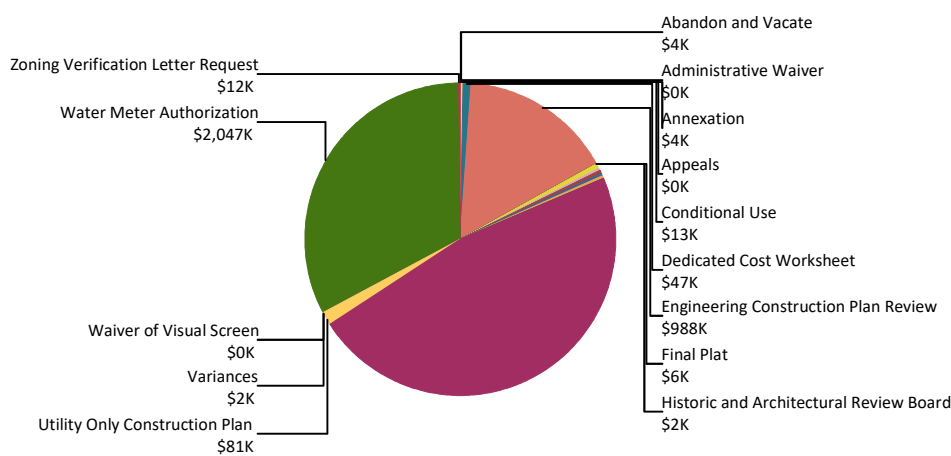
| | |
|---|---------------|
| Abandon and Vacate | 1.1% |
| Administrative Waiver | 0.4% |
| Affordable Housing Use Certificate | 1.1% |
| Annexation | 0.8% |
| Appeals | 0.1% |
| Conditional Use | 1.2% |
| Dedicated Cost Worksheet | 2.3% |
| Engineering Construction Plan Review | 5.3% |
| Final Plat | 0.4% |
| Finding of Consistency | 0.8% |
| Historic and Architectural Review Board | 6.1% |
| Land Alterations Permit | 10.5% |
| Map Amendments | 2.1% |
| Miscellaneous | 10.0% |
| Outdoor Seating/Display | 0.1% |
| Platting | 0.0% |
| Pre-Annexation Agreement | 0.9% |
| Preliminary Development Plan (PUD) | 0.3% |
| Preliminary Plat | 0.3% |
| Right of Way Use | 2.1% |
| Sidewalk Trust Fund | 0.8% |
| Site Plans | 1.9% |
| Subdivision Variance | 0.4% |
| Text Amendments | 0.9% |
| Transportation Impact Review | 3.5% |
| Utility Only Construction Plan | 1.7% |
| Variations | 0.7% |
| Waiver of Visual Screen | 0.1% |
| Water Meter Authorization | 32.0% |
| Zoning Verification Letter Request | 12.1% |
| Total: | 100.0% |

Plans Completed By Plan Type



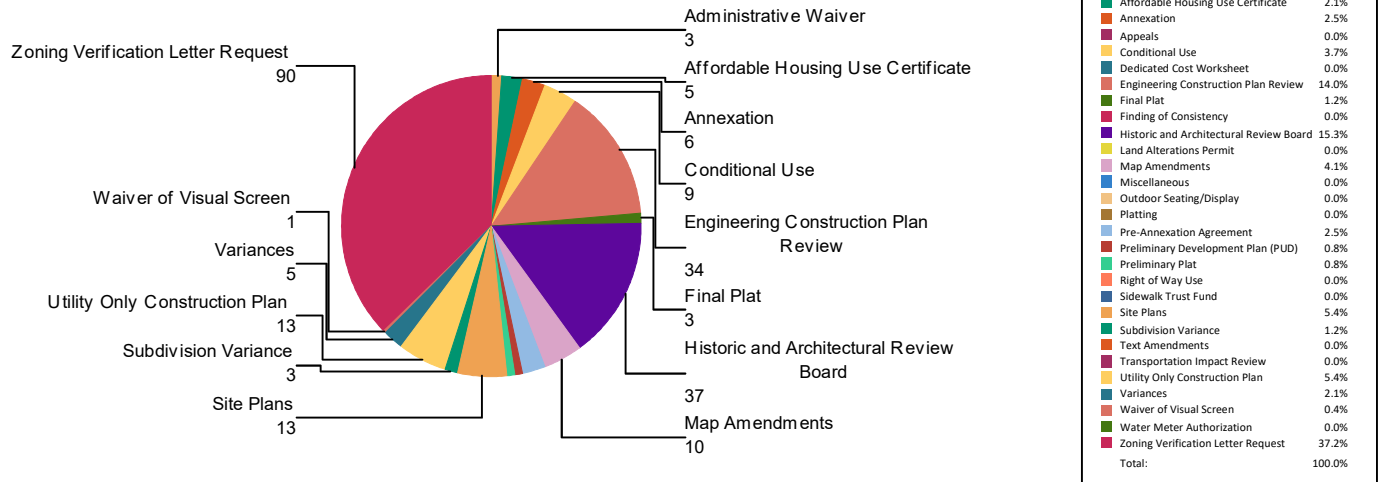
| | |
|---|---------------|
| Abandon and Vacate | 0.0% |
| Administrative Waiver | 0.4% |
| Affordable Housing Use Certificate | 0.9% |
| Annexation | 0.9% |
| Appeals | 0.2% |
| Conditional Use | 2.0% |
| Dedicated Cost Worksheet | 1.1% |
| Engineering Construction Plan Review | 2.7% |
| Final Plat | 0.0% |
| Finding of Consistency | 2.1% |
| Historic and Architectural Review Board | 8.4% |
| Land Alterations Permit | 6.6% |
| Map Amendments | 5.7% |
| Miscellaneous | 8.4% |
| Outdoor Seating/Display | 0.2% |
| Platting | 1.1% |
| Pre-Annexation Agreement | 0.4% |
| Preliminary Development Plan (PUD) | 0.4% |
| Preliminary Plat | 0.2% |
| Right of Way Use | 0.5% |
| Sidewalk Trust Fund | 0.0% |
| Site Plans | 2.3% |
| Subdivision Variance | 0.5% |
| Text Amendments | 1.3% |
| Transportation Impact Review | 3.9% |
| Utility Only Construction Plan | 1.4% |
| Variations | 0.7% |
| Waiver of Visual Screen | 0.2% |
| Water Meter Authorization | 33.6% |
| Zoning Verification Letter Request | 14.1% |
| Total: | 100.0% |

Invoiced Plan Revenue By Plan Type



| | |
|---|---------------|
| Abandon and Vacate | 0.1% |
| Administrative Waiver | 0.0% |
| Affordable Housing Use Certificate | 0.0% |
| Annexation | 0.1% |
| Appeals | 0.0% |
| Conditional Use | 0.2% |
| Dedicated Cost Worksheet | 0.8% |
| Engineering Construction Plan Review | 15.8% |
| Final Plat | 0.1% |
| Finding of Consistency | 0.0% |
| Historic and Architectural Review Board | 0.0% |
| Land Alterations Permit | 0.4% |
| Map Amendments | 0.3% |
| Miscellaneous | 0.0% |
| Outdoor Seating/Display | 0.0% |
| Platting | 0.0% |
| Pre-Annexation Agreement | 0.0% |
| Preliminary Development Plan (PUD) | 0.3% |
| Preliminary Plat | 0.0% |
| Right of Way Use | 0.0% |
| Sidewalk Trust Fund | 0.2% |
| Site Plans | 0.3% |
| Subdivision Variance | 0.1% |
| Text Amendments | 0.0% |
| Transportation Impact Review | 47.2% |
| Utility Only Construction Plan | 1.3% |
| Variations | 0.0% |
| Waiver of Visual Screen | 0.0% |
| Water Meter Authorization | 32.7% |
| Zoning Verification Letter Request | 0.2% |
| Total: | 100.0% |

Plans Applied Online By Plan Type



Memorandum

To: Jenni Lamb, City Manager
From : James Ennis, City Engineer
From: J. Danielle Straub, Assistant City Engineer
Re: **Engineering Plan Review Process & Timelines**
Date: **February 18, 2026**

Engineering Plan Types

- Engineering Construction Plan (ENGR) – This is the construction plan review of all development projects within the City of Melbourne. This review includes reviews by the following departments to ensure that the construction plans meet City Code and the Utility Technical Specifications:
 - Community Development
 - Zoning
 - Landscape
 - Water Distribution
 - Wastewater Collections
 - Transition
 - Lift Station
 - Reclaimed Water Distribution
 - Streets and Stormwater
 - Solid Waste and Recycling
 - Building Division
 - ADA
 - Floodplain
 - Engineering
 - Stormwater
 - Right of Way
 - Constructability
 - Utility Conflicts
 - Grading
 - Addressing
 - Sight Visibility
- Utility Only Plan (UTIL) – This is the construction plan review of projects connecting to the City of Melbourne’s public utilities either within or outside of city limits of Melbourne. This includes reviews by the following departments to ensure construction plans meet City Code and Utility Technical Specifications:

- Water Distribution
- Wastewater Collections
- Reclaimed Water Distribution
- Engineering
 - Right of Way
 - Constructability
 - Utility Conflicts
- Right of Way Use Permits – These are permits to perform within the City’s right of way not associated with the development of a parcel. There are three types of these permits:
 - Residential Permits – Permits for new driveways for existing residential lots, such as the addition of a second driveway connection. Driveway culvert installation and replacements are also permitted under this process.
 - Commercial Permits – Permits for commercial properties to close right of way for maintenance of buildings, new commercial driveways not associated with a development project, fiber/cable connections between facilities.
 - Franchisee Utilities Permits – Permits for franchisee utilities, i.e. FPL, ATT, Spectrum, etc., to install new infrastructure within the City’s right of way.
- Land Alteration Permits (LAP) – Permits for the disturbance of land and the removal of trees. This permit can be either a subplan to the Engineering Construction Plan or a stand-alone plan. These permits are issued in conjunction with single-family home permits along with all Engineering Construction Plans. Additionally, these are issued to commercial property owners for the removal/replacement of trees required by City Code.
- Water Meter Authorizations – This process is used to collect water and sewer impact fees and to facilitate the installation of water meters within the City of Melbourne or its water distribution area. This process is also used to collect water and sewer impact fees for commercial alteration permits that change the water/sewer demand of the business.
- Transportation Impact Fee – This is used to create the transportation impact fee invoices for all development projects except single family homes. This is a subplan to the Engineering Construction Plan.
- Abandon and Vacates – This is the process of abandoning or vacating public utility easements or public right of way. These include coordination with public utilities, i.e. FPL, ATT, Spectrum along with City utilities and drainage divisions, to determine if the easement/right of way can be vacated. If there is existing infrastructure with the easement/right of way or if there are other conflicts with code created, abandonment/vacation may not be allowed.

Other types of applications and reviews occur in Engineering as part of other departments review process. Engineering takes part in 27 different types of Building Permit reviews along with 6 other plan review types from Community Development. There are several other review types performed in conjunction Community Development that may only need Engineering on a case-by-case basis.

Plan/Permit Review Process & Timelines

Engineering Construction Plans and Utility Only Reviews are applied for through the EnerGov system. Once an application is received by staff, it is reviewed for completeness. In addition to submitting construction plans, other technical, coordination, and legal support documents are also often required for a full review, such as traffic analyses, school concurrency application, environmental impact assessments, drainage calculations, geotechnical reports, water system analysis, lift station design reports, etc. Once an application is deemed complete, with all required submittals and the applicant has paid the initial plan review fee, the plan is distributed to eight separate City divisions for 12 to 15 reviewers to perform reviews and provide comments.

Engineering coordinates with all the reviewers to ensure that the comments provided do not conflict due to different independent design criteria. Engineering is the point of contact for all reviewers. As many of the reviewers not only preform review of development projects, they also are responsible for keeping the City's infrastructure in operation. Once all comments on a plan have been addressed, the project is found to be Code compliant and buildable, it receives a Substantial Approval Notice with instruction on scheduling a Preconstruction Meeting. The Preconstruction Meeting is required so that staff can clearly identify the requirements for closing out the project and discuss any issues that might occur during construction with the contractor and development team and ensure that any specific project requirements are clearly identified at the beginning of construction.

Land Alteration Permits, Water Meter Authorizations, and Transportation Impact Fee are all subplans to Engineering Construction Plans. Water Meter Authorizations are also done as part of the building permit process for commercial alteration permits. While these types of permits are within EnerGov, they cannot be directly applied for by the public. These are initiated by the Engineering Department as they are project specific, and not all projects require these reviews.

Right of way use permits are also not within the EnerGov system. They are either paper plans received or emailed to the Engineering Department. These applications vary in review time depending upon the extent and complexity of the project. .

Abandon and Vacates also take longer to review as property history and ownership must be established along with obtaining concurrence from outside utilities prior to processing the application to City Council for approval or denial.

While there is no official policy, code requirement, or statute our goal is to review ENGR and UTIL plans within a 10-business day timeframe and to provide comments back to

the applicant at the end of this timeframe. At times, due to the number of plans under review or other operation conflicts, the 10-business day goals are not met. Dependent upon the number of comments made in the first review, subsequent reviews can potentially be quicker if the applicant successfully addresses all comments; however, oftentimes this is not the case.

Engineering and Community Development worked to make a departmental policy in late 2024 which was implemented to address plans that are severely inadequate, incomplete, or incorrect. If the reviewer has already provided 10 to 15 corrections, and staff determines that many more comments are forthcoming due to obvious plan deficiencies, the first review is rejected and considered to be substantially non-compliant with City Code. Those initial comments are provided to the applicant with a requirement to resubmit for a second review with improved details on the plan and that a full engineering review will be performed on the resubmittal. If the first review does not result in excessive comments, the second review is reviewed to ensure the initial comments were addressed and that the corrections made by the applicant do not cause any further conflicts or deficiencies.

Attached is a flow chart showing the review process for Engineering Construction Plans and Utility Only Reviews.

Challenges to Timely Plan Review

There are several issues with completing plan reviews in a timely manner.

- Regularly, the 1st review of a plan submittal lacks adequate engineering plan quality control measures and do not contain 100% of the basic project design data, technical and dimensional details and existing conditions.
- Submittals often do not contain the necessary City Code required details and site information required for a complete review.
- Submittals often contain site data or technical specifications that are not related to the project and frequently contain standards or requirements from other jurisdictions.
- Comments made by staff are often not addressed and have to be repeated in subsequent comment letters and re-reviewed again.
- Generating a larger number of review comments typically results in a higher number of submittals, as many more applications exceed 3 reviews.
- Site development in the City is more frequently occurring on constrained sites (physically or environmentally) and/or applicant projects are identifying themselves as “unique in nature”, often creating requests for exceptions through alternative parking analysis and dumpster waivers which require additional review and consideration by a department director to make special determinations.

The volume of the information requested by both citizens and development teams is currently at one of the highest seen by staff in many years. Engineering handles

requests for utility locations for both construction projects and homeowners wanting to know where the lateral comes into their home. Additionally, Engineering staff commonly is fielding and addressing in excess of 100 calls per week regarding the status of Engineering Construction Plans, Utility Only Reviews, building permit review status, plan comment correction clarifications, tree removal, potholes, drainage concerns, resurfacing, etc. Most of these calls require substantial staff time to provide accurate responses as the questions are often technical in nature, or require historical document research, or which could create substantial liability for the City if answered incorrectly. Furthermore, addressing these items competes with the time that staff can dedicate to performing application reviews.

Engineering Department currently has all but one position filled for the first time in 5 years, with all land development-related positions filled. Training of new staff to allow for reviews to be performed more quickly and has helped to reduce review time. Additional training continues to help continue to reduce review time. The one remaining open positions are the CIP Project Manager, which is primarily tasked to capital project management. Please note that during the past eighteen months several offers to potential candidates; however, these offers had been rejected due to insufficient compensation.

Engineering Construction Plan Review

Description:
 Construction plans to be approved by the Engineering Department for all construction involving the development of vacant land and redevelopment of existing developed land, including construction plans for Formal Site Plans and Subdivisions. Project not needing Planning and Zoning Board and/or City Council Approval shall also be submitted under this application type. Projects just needing utility work only should be submitted as an Utility Only Application.

Utility Only Plan Review

Description:
 Construction plans to be approved by the Engineering Department for all construction involving ONLY the installation of City of Melbourne utilities: Water, Sewer or Reclaimed.

This project could be for single fire hydrant installation, a new fire sprinkler connection, conversion of a septic system to municipal sewer, or a new commercial/residential development outside the City of Melbourne.

This type of project was formally known as a Water Outside the City (WOC) or a Water Minor (WM) project.

