



City of Melbourne, Florida City Council Agenda

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

March 10, 2026, 6:30 PM

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

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

A. OPENING

1. **Invocation** - Chaplain Norman Desrosiers
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Proclamations and Presentations**
 - a. Swearing in of Fire Chief Shane Leech.
5. **Approval of Minutes** - February 24, 2026 Regular Meeting
6. **City Manager's Report**
7. **Public Comments**

B. UNFINISHED BUSINESS

8. **Ordinance No. 2026-05 (AV2025-0005):** (Second 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. (First Reading - 2/24/2026)
9. **Ordinance No. 2026-06, Ordinance No. 2026-07, and Ordinance No. 2026-08, Aloha Pet-Bird Hospital:** (Second 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) (First Reading - 2/24/2026)

- a. **Ordinance No. 2026-06/ANNX2025-0005:** (Second 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:** (Second Reading/
Public Hearing) An ordinance establishing a General Commercial
Future Land Use.
 - c. **Ordinance No. 2026-08/MAP2026-0001:** (Second Reading/
Public Hearing) An ordinance establishing C-2 (General
Commercial District) zoning.
10. **Ordinance No. 2026-09:** (Second Reading/Public Hearing) 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) (First
Reading - 2/24/2026)

C. NEW BUSINESS

11. Task Order No. KH-C-2025-002 to the Continuing Contract for
Professional Engineering Services for Holmes Park Public Plaza Space,
Project No. 13026, Kimley-Horn and Associates, Inc., Melbourne, FL -
\$299,048.
12. **CONSENT AGENDA:**
 - a. Purchase of VuSpex software for integration with EnerGov to
conduct virtual inspections for the Code Compliance (Building)
Division, VuSpex Virtual Inspections Inc, Watsonville, CA - First
year cost of \$24,500; estimated total five-year contract cost of
\$103,590.80.
 - b. Utilization of the State of Florida contract for temporary staffing for
the Information Technology Department, multiple vendors -
amount not-to-exceed \$280,000.
 - c. Professional Services Selection for the Pavement Management
Plan and authorization to negotiate a contract with Michael Barker
International, Inc., Jacksonville FL.
 - d. Contract Award for the Annual Installation, Maintenance and
Emergency Repair for Navigational Aids and Channel Markers, In
Depth, Inc., Bunnell, FL.
 - e. **Resolution No. 4411:** A resolution providing for the cancellation
of the June 23, 2026 regular City Council meeting.

13. **ITEMS REMOVED FROM THE CONSENT AGENDA**
14. **Resolution No. 4410:** (Public Hearing) A resolution authorizing the disposition of real property located at 2265 North Harbor City Boulevard; approving the donation of the property; authorizing the City Manager to execute, accept and record related documents; and authorizing the City Attorney to execute closing documents.
15. **Ordinance No. 2026-10, Wholeness to Freedom School** (First Reading/Public Hearing): Conditional Use request to allow a vocational school in C-R-1A (Single Family Low Density Residential with a Conditional Use to allow a church and school) on a 0.75± acre portion of an overall 3.49± acre property with site plan approval to renovate existing buildings accessory to the church into a vocational school on the overall 3.49± acre property, zoned C-R-1A (Single Family Low Density Residential with a Conditional Use to allow a church and school) and C-1 (Neighborhood Commercial District) located on the south side of Aurora Road, east and west of Ferndale Avenue, west of League Avenue (1619 Ferndale Avenue). (Owner - James Begley, Wholeness to Freedom Ministries, Inc.) (Applicant/Representative - Jake Wise P.E., Construction Engineering Group) (P&Z Board - 2/19/2026)
16. **Ordinance No. 2026-11, Capital Improvements Element:** (First Reading/Public Hearing) An ordinance amending Chapter X of the Melbourne Comprehensive Plan entitled "Capital Improvements Element" to reflect the annual update of the Capital Improvements Schedule. (Applicant - City of Melbourne)
17. **Ordinance No. 2026-12 (AV 406):** (First Reading/Public Hearing) An ordinance to abandon and vacate a 50-foot-wide portion of Terrence Avenue right-of-way along the south side of the Charles Drive right-of-way.
18. **Ordinance No. 2026-13, Beautification and Energy Efficiency Board:** (First Reading) An ordinance providing for the dissolution of the Beautification and Energy Efficiency Board.
19. Discussion regarding the Downtown Core Streetscape Project.
20. Revision of City Council Policy #10 regarding Critical Community Needs funding.

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.

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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 Staci Donovan, New Life Mission.
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
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

Absent:

David Neuman Council Member, District 3 (work conflict)

4. Proclamations and Presentations

Mayor Alfrey presented a proclamation declaring March 2026 as “Bleeding Disorders Awareness Month” to Samantha Nazario with the Bleeding Disorder Coalition of Florida.

5. Approval of Minutes – February 10, 2026 Regular Meetings.

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

6. City Manager’s Report

City Manager Jenni Lamb reported that the city currently piggybacks off of a Brevard County contract for fuel that will expire on March 9 without any more

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extensions. The Brevard County School Board is in the process of renewing this contract, which is scheduled for March 10, meaning if approved, the contract won't be effective until March 11. To avoid any disruption to the city's fuel program, Mrs. Lamb requested authorization to award a new contract, with formal approval to appear on the March 24 agenda. If Council does not approve the contract at that time, the city can withdraw from the contract. Council expressed consensus for the City Manager to proceed.

7. Public Comments

Staci Donovan, representing New Life Mission, 1222 N. Harbor City Boulevard, discussed the goal of the organization and invited Council to an upcoming fundraiser in April.

Alan Block, Indian Harbour Beach, discussed a perceived noise issue with the Canova Booster Station and stated that after no response from the city, the media had to be contacted. Ultimately, he stated that as a result of the news report, a solution for a pump booster enclosure project was recommended. He provided the name and number of the company that performs this work.

Vice Mayor Julie Kennedy asked if this is the issue and solution that was discussed with the City Manager recently. Mrs. Lamb replied that staff is looking at solutions to this issue and has already received quotes for a temporary solution. She stated that last week, she signed a task order for a study for a more permanent solution.

Kathryn Creed, Indian Harbour Beach, stated that she was present to stand in solidarity with her neighbors and stated that after the news report, she has even more questions about this issue.

Pete Wasilousky, Indian Harbour Beach, clarified that this is not just a temporary high decibel level issue – this is a constant, non-varying and continuous sound issue.

David Carroll, 1396 Arnold Drive, stated that since his comments at the last Council meeting, he has been in contact with the Melbourne Police Department, which has a plan to crack down on the issues with vehicles in the neighborhood. He stated that he has also spoken with staff in the Engineering Department, but that he has not seen any movement yet. He asked Council Members to keep this on their radar.

Joseph Aiello, Melbourne Beach, stated that he is a friend of Mr. Block and that he supports his efforts to remedy this issue.

Dr. Ray Shackelford, Melbourne, stated that in his opinion, volunteers from the community are not stepping up to serve on city advisory boards because of the perception that only friends of Council Members get selected. He also stated his

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opinion that Council Members need to give the respect to city staff that they rightly deserve.

Josef Shlomi, Cooper City, commented on potential solutions for the water pump noise.

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)

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

Moved by LaRusso/Smith for approval of Ordinance No. 2026-03. The roll call vote was:

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

Motion carried unanimously.

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)

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

Moved by LaRusso/Smith for approval of Ordinance No. 2026-04. The roll call vote was:

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

Motion carried unanimously.

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.

Public Works and Utilities Director Jennifer Spagnoli reported that the city's existing reverse osmosis (RO) water treatment plant process includes two existing treatment trains, which are designed to produce five million gallons per

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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.

Moved by Hanley/Bassett for 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. Motion carried unanimously.

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.

Ms. Spagnoli reported that the concrete bottoms of two 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.

Moved by Hanley/Bassett for 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. Motion carried unanimously.

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.

City Engineer James Ennis reported that 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 facade has also been damaged and occupied by birds which are nesting within the hollow facade. Due to the wildlife living within the facade, 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.

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Council Member Mark LaRusso stated that the garage is 17 years old and that regular maintenance is required. He also asked if the city can prevent this wildlife issue from happening in the future. Mr. Ennis stated that this will be a part of the inspection process.

Moved by Hanley/Bassett for 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. Motion carried unanimously.

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.

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

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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.

Attorney Conley read the ordinance by its title. Mr. Ennis reported that 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.

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

Moved by LaRusso/Smith for approval of Ordinance No. 2026-05. Motion carried unanimously.

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.

Community Development Director Cindy Dittmer reported that 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'

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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.

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

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

Moved by Smith/LaRusso for approval of Resolution No. 4409. Motion carried unanimously.

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.

Mrs. Dittmer reported that 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

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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

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

Moved by LaRusso/Bassett for approval of Ordinance No. 2026-06, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

Moved by LaRusso/Bassett for approval of Ordinance No. 2026-07, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

Moved by LaRusso/Bassett for approval of Ordinance No. 2026-08, based upon the findings contained in the Planning and Zoning Board memorandum. Motion carried unanimously.

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)

Mrs. Lamb reported that 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 of non-engineering related procurement transactions in a fiscal year. The proposed ordinance would decrease this to approximately seven percent. This would include contracts for goods and services such as temporary staffing, manhole rehabilitation, storm drain cleaning, certain vehicle purchases, playground

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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.

Mr. LaRusso discussed the need to have the proper tools and authority to take care of this city when prices change almost instantaneously.

Moved by LaRusso/Bassett for approval of Ordinance No. 2026-09. Motion carried unanimously.

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)

Mrs. Dittmer reported that 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.

Mrs. Dittmer noted that the information and memoranda in the agenda package speak to this process and additionally, reviewed a presentation that outlined the development review process for the Code Compliance/Building Divisions, Community Development and Engineering. The following is a summary of her presentation:

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The review process for each department/division is similar and in most instances, 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.

Mrs. Dittmer outlined the types of permits reviewed by the city and the process for each, as well as the 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

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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 began 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.

Council Members proceeded to ask general questions of city staff relating to the various development permitting processes and acknowledged the difficult work that staff does to assist applicants through the process.

D. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS

Council Member Hanley commented on the need for a bus stop in front of Orlando Health (on Wickham Road). Assistant City Engineer Dani Straub replied that there is no right-of-way in that area and that the city would need to acquire an easement from the hospital. She stated that she will contact the hospital once again about the matter.

Council Member Smith discussed: his desire to explore information about doing business with the City of Melbourne; his attendance at the Melbourne Founder's Prayer Breakfast; and an upcoming fashion show at the Foosaner Museum.

Council Member LaRusso discussed his attendance at a recent TPO meeting; his meeting with the commander of the DAV property and continued due diligence with regard to the property; the airport's recent award of a \$2.5 million grant; the appointment of Shane Leech as Fire Chief; his upcoming travel to Tallahassee; Council Member traveling habits and allowing the Mayor to have first choice in travel; and a concert he attended at FIT.

Vice Mayor Kennedy commented on e-bikes/scooters and how these are becoming more and more of an issue. Mrs. Lamb replied that she and the City Attorney have already spoken on the matter and legal memorandum is being prepared. Additionally, she is working with the Melbourne Police Department on how enforcement can work right now.

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E. ADJOURNMENT

The meeting adjourned at 8:39 p.m.

/s/ Kevin McKeown, City Clerk – March 3, 2026

Approved by Council:

Memorandum

To: Mayor and Council
From: Jenni Lamb, City Manager
Date: March 5, 2026
Subject: City Manager's Report – Meeting of March 10, 2026

Updates:

- Staff would like to advise City Council that a public meeting relating to Fire Station 72 (FS 72) replacement will be held on Monday, April 20, 2026 from 5:30 – 7:30 PM in Council Chambers. The meeting notice will be sent out to the residents and property owners surrounding Jimmy Moore Park. The purpose of the public meeting is to provide an update since the October 14, 2025 Council meeting, which is summarized in the attached memo, and solicit input on what a potential replacement of FS 72 at Jimmy Moore could look like, to include addressing previously expressed concerns regarding the size/height, noise, buffering, loss of green space, and more. The goal of City staff is to identify whether there is an opportunity for the City to address the public's concerns and identify a compromise should the future site of FS 72 remain at Jimmy Moore Park. The format of the public meeting will be a presentation followed by Q/A and community input. The public meeting will be facilitated by the City Manager's Office with representatives from Fire, Engineering, Community Development, and Parks & Recreation Departments.

- From the City Attorney:

City Charter Language Regarding P&Z Board and Zoning Board of Adjustment

The City of Melbourne City Charter was adopted by Special Acts 1969, Laws of Florida, pursuant to referendum held on July 15, 1969 as a part of consolidation with the Town of Eau Gallie. It has not been re-adopted more recently than 1969. In July 1973, pursuant to the home rule powers set forth in Art. VIII, Sec. 2(b) of the Florida Constitution, the Florida Legislature adopted the Municipal Home Rule Powers Act, Chapter 166, Florida Statutes. Section 166.021(4) and (5) discuss how to treat municipal charter language that existed prior to July 1973, making certain language on par with standard municipal ordinances, while identifying that certain language retains its elevated charter-level status. One category of language that retains its charter-level status is "matters prescribed by the charter relating to appointive boards."

The City Charter has several provisions regarding appointive boards. Section 8.04 of the Charter specifically calls for both a "zoning commission" (the Planning

and Zoning Board) and a “board of adjustment” (the Zoning Board of Adjustment). As Section 8.04 pertains to “matters prescribed by the charter relating to appointive boards”, it retains its charter-level status, and is not considered standard municipal ordinance language. Accordingly, pursuant to §166.021(4), Fla. Stat. and §166.031, Fla. Stat., modifications to the City Charter to potentially merge, consolidate, or otherwise modify the existence and functions of the Zoning Board of Adjustment would require charter amendment by ballot referendum item. I will respectfully take Council direction whether to prepare an ordinance to create a ballot item on this topic.

- It was previously reported that the discussion item on Code Enforcement was scheduled for the March 24, 2026 Council meeting. Based on a request from Vice Mayor Kennedy, the item is being moved to the April 14, 2026 Council agenda.

Upcoming Events:

- MPD’s Kids Fishing Clinic on Saturday, March 7, 2026, at Ballard Park. Pre-registration required on Facebook event page for timeslots at 9:00 a.m., 10:30 a.m., or 12:30 p.m.
- Cops on a Coop Fundraiser benefitting Special Olympics Florida on Friday, March 6, 2026 at Chick-Fil-A on Palm Bay Road beginning at 6:00 p.m.
- Melbourne Police Community Relations Council Meeting on Thursday, March 12, 2026, from 6:00 p.m. – 7:30 p.m. at Dr. Martin Luther King, Jr. Public Library, 955 E. University Boulevard.
- 2026 Law Enforcement Torch Run for Special Olympics on Thursday, March 26, 2026 at 120 Malabar Road beginning at 9:00 a.m. Please RSVP to christina.brainard@mlbfl.org if you would like to participate.

Memorandum

To: Mayor and Council
Thru: Jenni Lamb, City Manager
From: Joan Junkala-Brown, MPA, Deputy City Manager
Date: March 10, 2026
Subject: Update on Fire Station 72 – Public Meeting

Following direction from City Council on October 14, 2025 related to Fire Station 72 (FS 72), staff proceeded with due diligence on the (2) two potential properties, 1) Boozer parcel (Parcel ID 27-36-24-00-11) and 2) the previously proposed location at eastern boundary of Jimmy Moore Park. The City has received the appraisal of the Boozer site, a geotechnical report, and a Phase I Environmental Site Assessment (ESA) Report, which has recommended a Phase II ESA. The Phase II ESA is currently underway and expected to be complete by the end of March (this accounts for delays due to the federal government shutdown). The appraisal values the Boozer parcel at \$1,000,000 with a disclaimer related to soil replacement costs based on the presence of wetlands. The geotechnical report notes organic soils removal will be required and challenges related to stormwater design due to hardpan-like material, which may require soils replacement. The geotechnical report also notes that there may be a perched water table issue, which also poses challenges with stormwater and water management on the site.

The only additional due diligence on the Jimmy Moore Park site was related to the honorary trees that could be impacted by the replacement of FS 72. Staff confirmed that there is one memorial tree with a plaque. Please note that the plaque is not affixed to the tree, rather it is affixed to a stone that lies on the ground in front of the tree. At the request of Council, staff requested a quote to relocate the tree and plaque and was advised by an arborist that the tree would likely not survive relocation.

Finally, staff is exploring additional improvements to Jimmy Moore Park that would satisfy residents and offset the concern regarding the loss of green space should FS 72 be relocated at the eastern boundary of the Park. Ideas discussed continue to include playground improvements, additional parking and related improvements, and other improvements like a walking trail around the existing stormwater pond or other offsite locations that could be enhanced to provide additional green space / passive park for those recreational activities that may be displaced.

A public meeting will be held on Monday, April 20, 2026 from 5:30 – 7:30 PM in Council Chambers to provide an update and solicit input on what a potential replacement of FS 72 at Jimmy Moore could look like, to include addressing previously expressed concerns regarding the size/height, noise, buffering, loss of green space, and more. The goal of City staff is to identify whether there is an opportunity for the City to address the public's concerns and identify a compromise should the future site of FS 72 remain at Jimmy Moore Park.



**Melbourne City Council
March 10, 2026
City Manager's Item Report**

Department:	Engineering
Presenter:	James Ennis
Council District:	3
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	B.8.

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

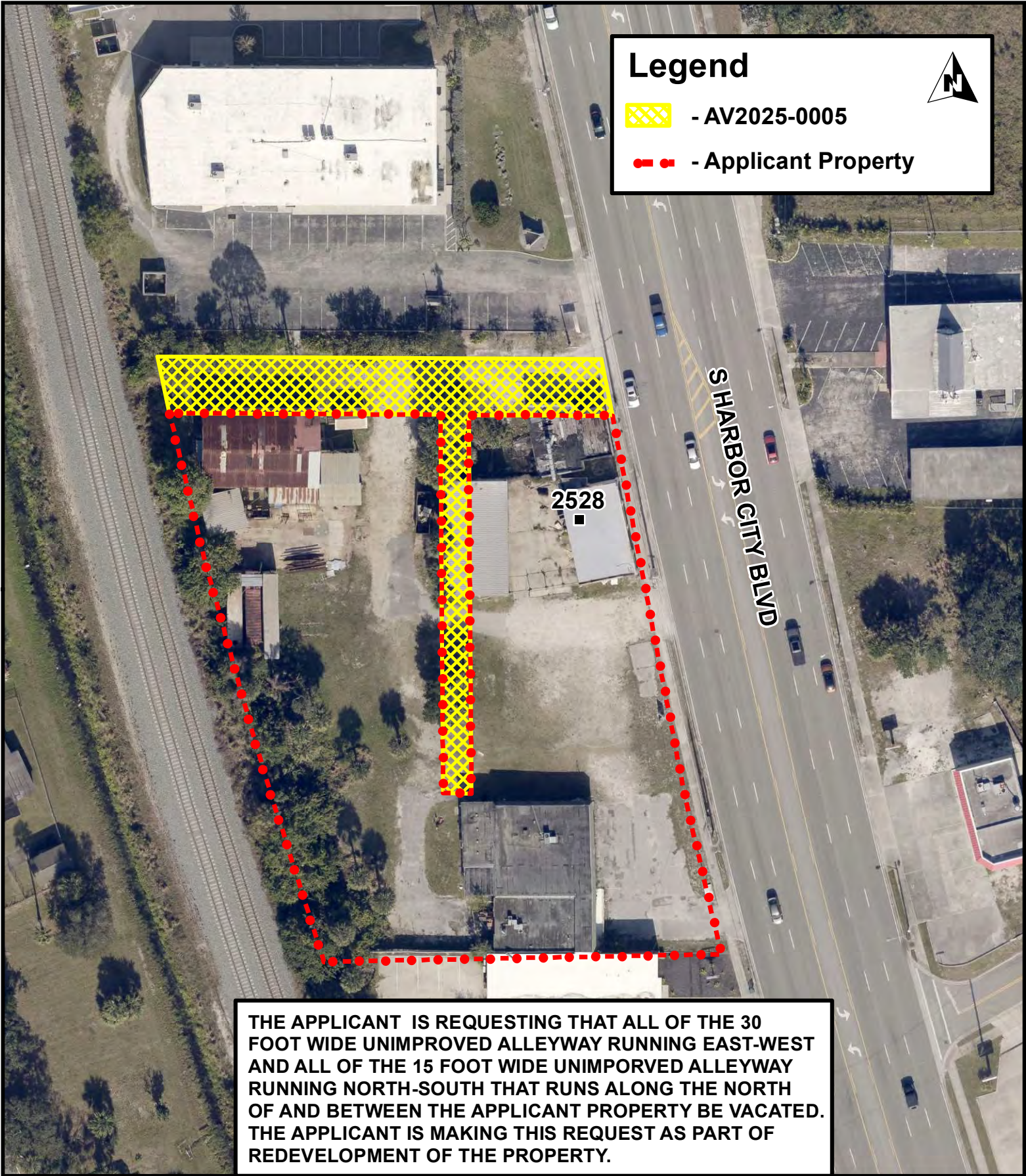
No businesses should incur compliance costs associated with this abandon and vacate ordinance, as the request only impacts the requesting party and one adjacent property owner whom are both aware of and in favor of the vacate.

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 24th 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]

Attachment: Exhibit A

Ordinance No. 2026-05

Legend

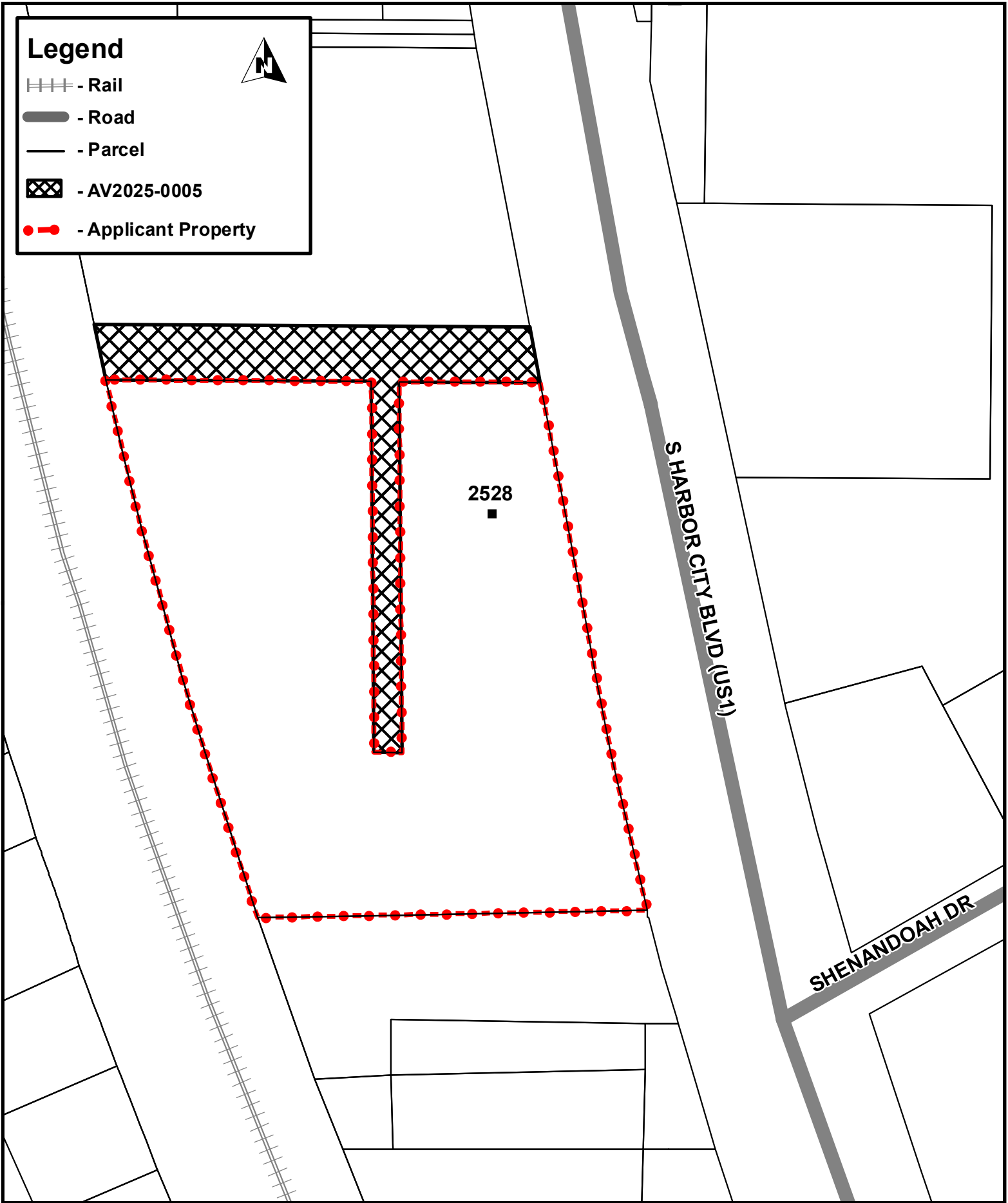
|||| - Rail

— - Road

— - Parcel

▣ - AV2025-0005

● - Applicant Property



2528

S HARBOR CITY BLVD (US-1)

SHENANDOAH DR



Melbourne City Council
March 10, 2026
City Manager's Item Report

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

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 second 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:

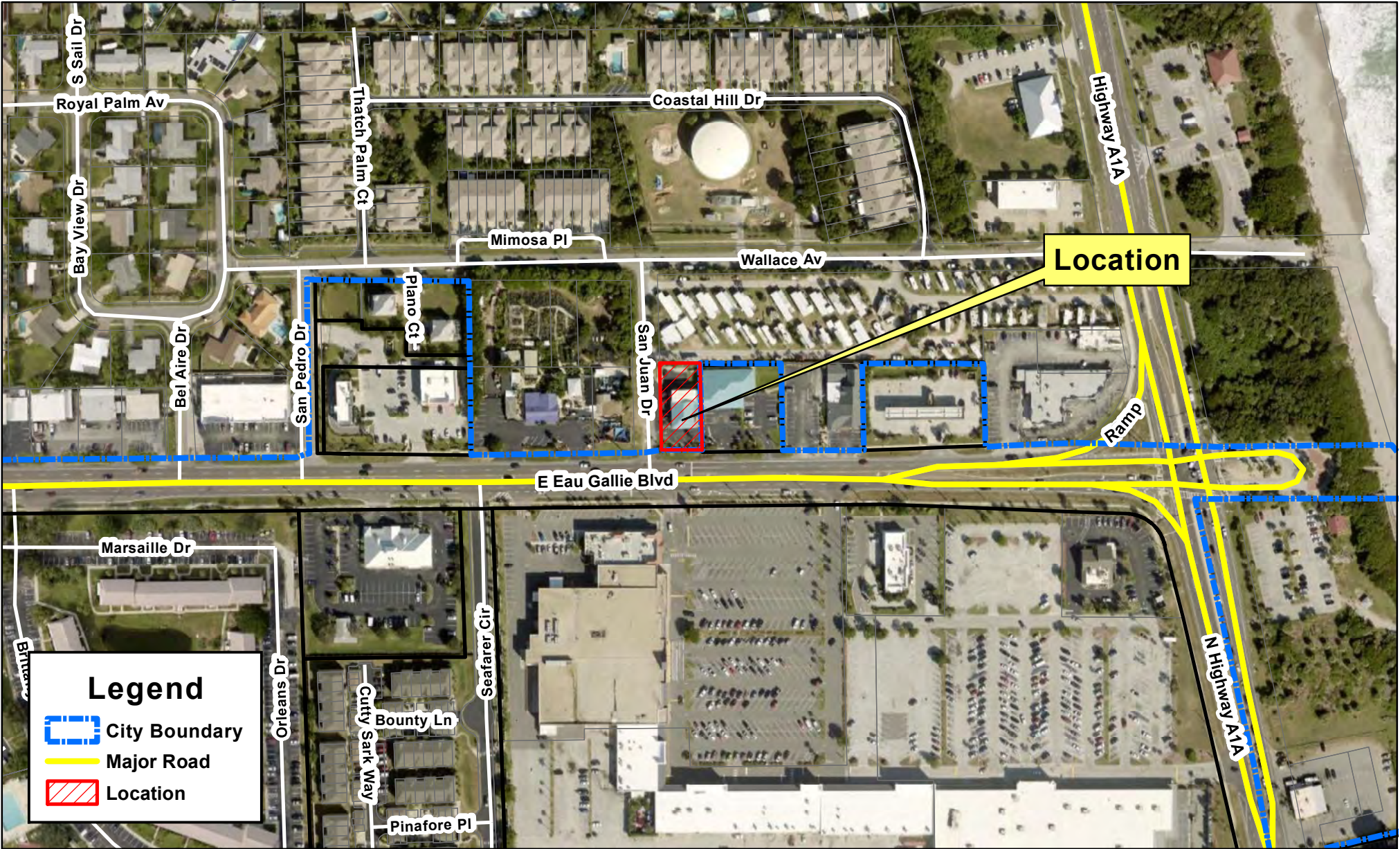
- A. Approval of Annexation (ANNX2025-0005)** into the City of Melbourne;
- B. Approval of Comprehensive Plan Amendment (MAP2026-0002)**, establishing a General Commercial Future Land Use; and
- C. Approval of Zoning Amendment (MAP2026-0001)**, establishing C-2 (General Commercial District) zoning.

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



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

270 0 270
Feet
1 inch = 279 feet



Legend

- City Boundary
- Major Road
- Location

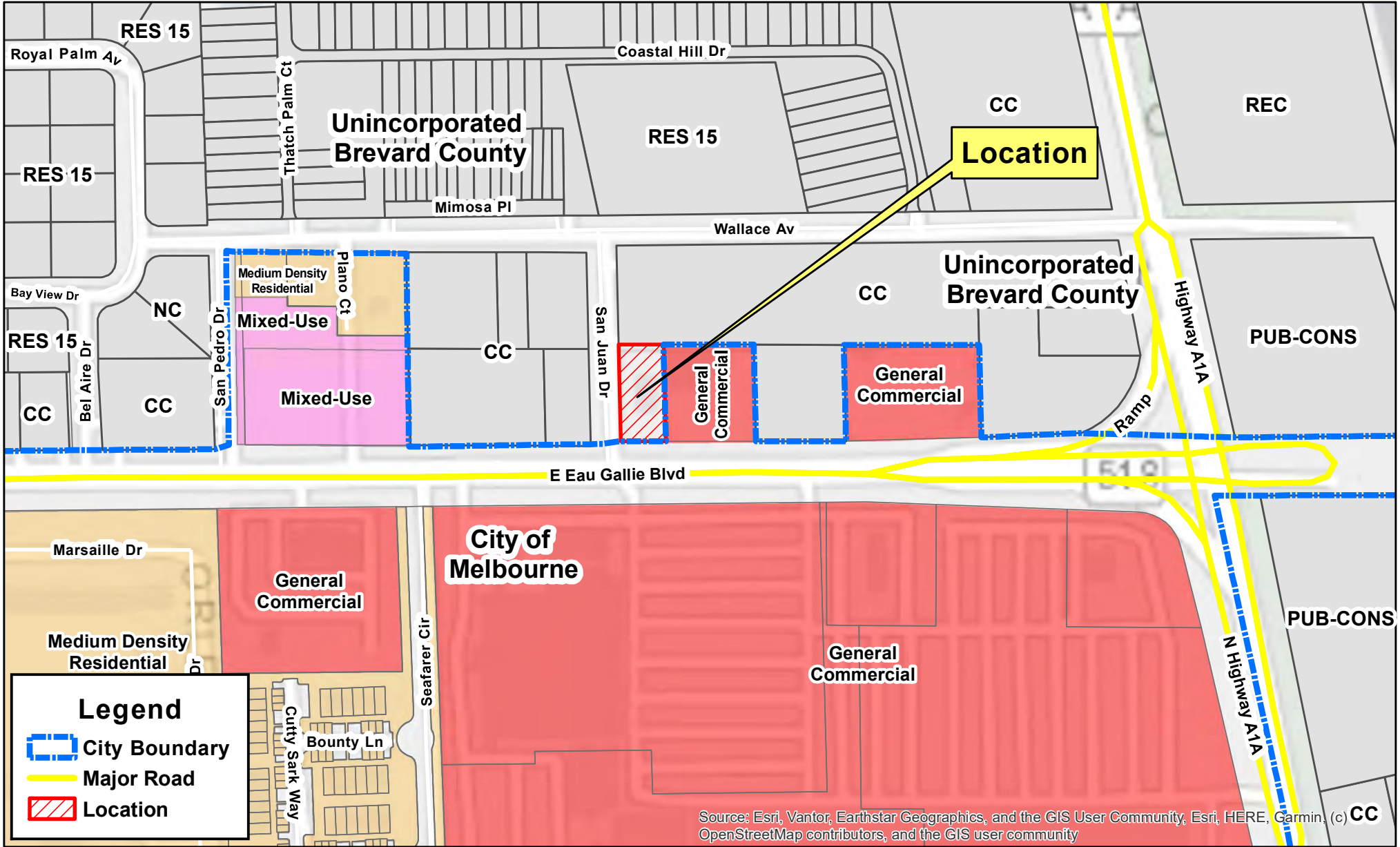
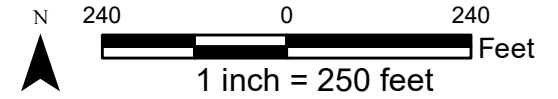
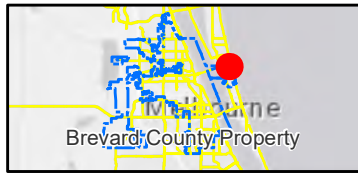
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Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 1/20/2026 12:13:56 PM
Document Name: ALOHA VET ANNEXATION LOCATION Map

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City of Melbourne
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P: (321) 608.7700
Fax: (321) 608.7719
Email: GIS@mlbfl.org

Item No. B. 9.



Legend

- City Boundary
- Major Road
- Location

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

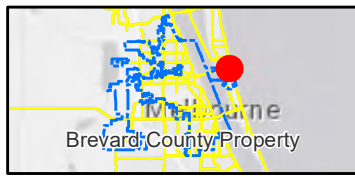
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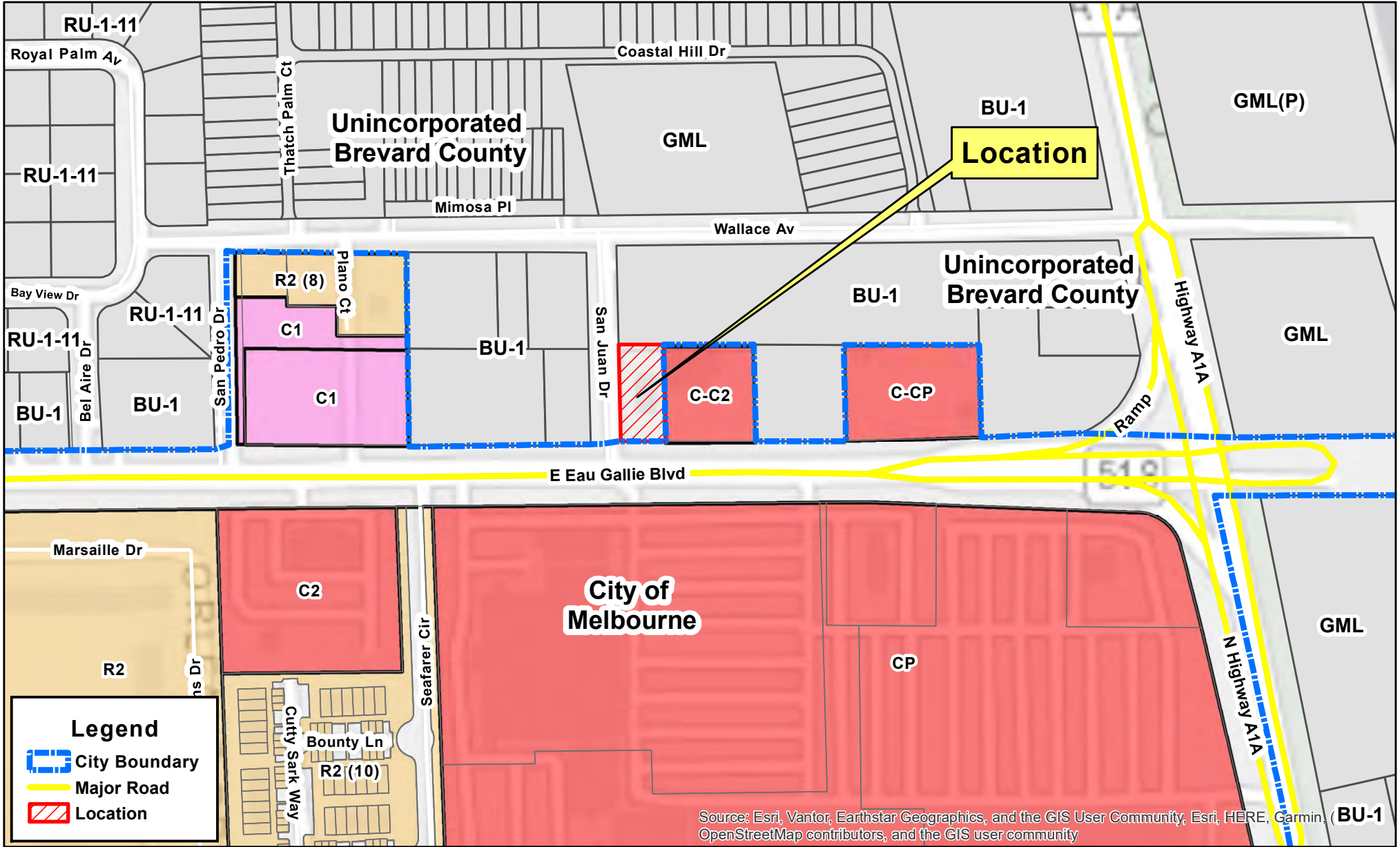
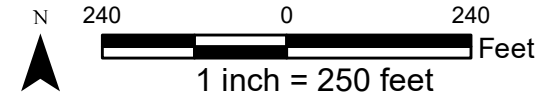
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**ALOHA PET-BIRD HOSPITAL
ZONING MAP**
ANNX2025-0005 | MAP2026-0002 | MAP2026-0001



GIS Portal: <https://maps.mlbf.org/arcgis>
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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

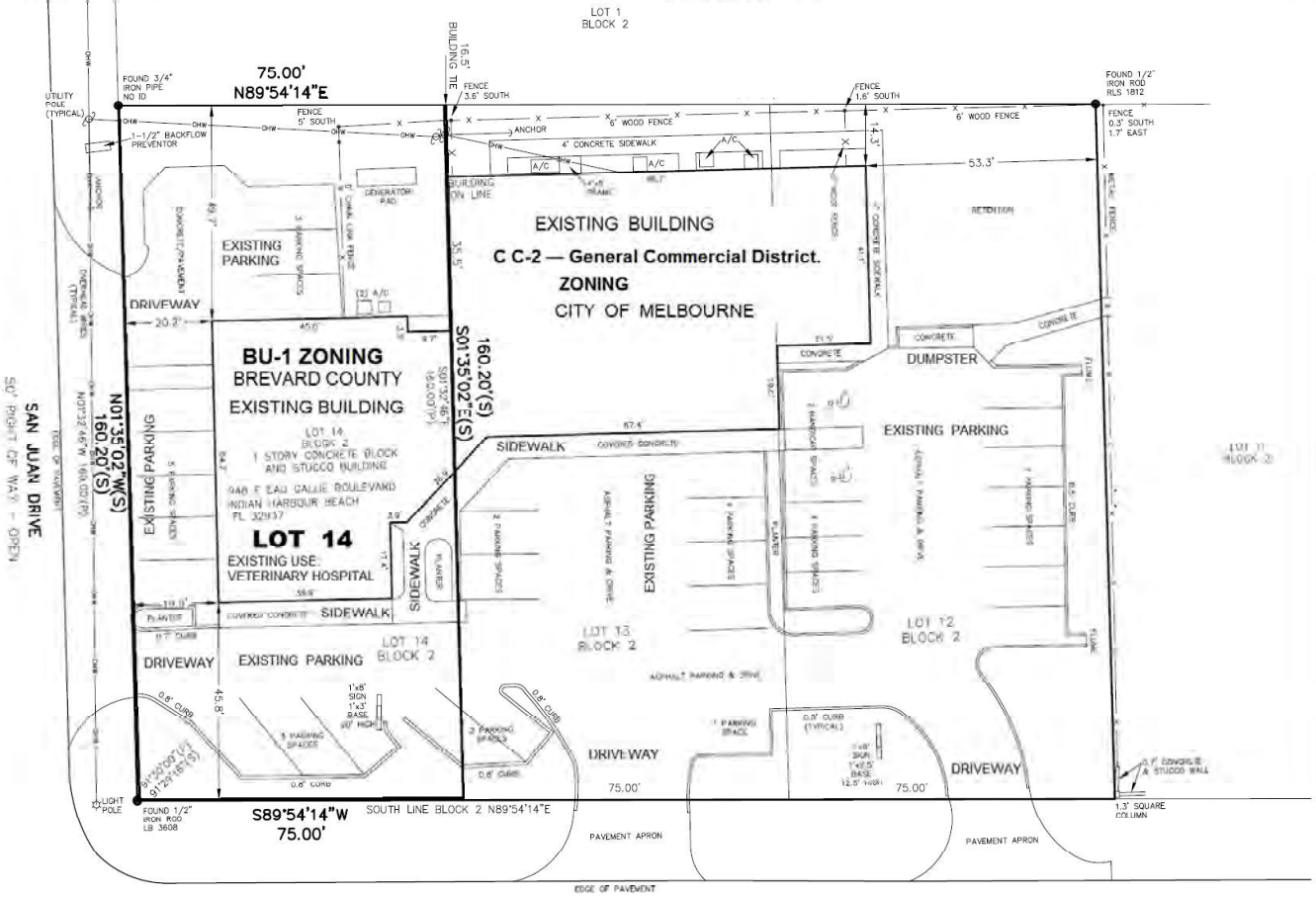
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Department/Division: Community Development Department
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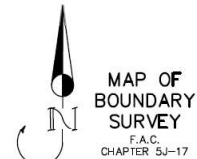
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Item No. B. 9.

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 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 24th 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

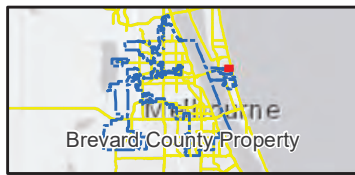
ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

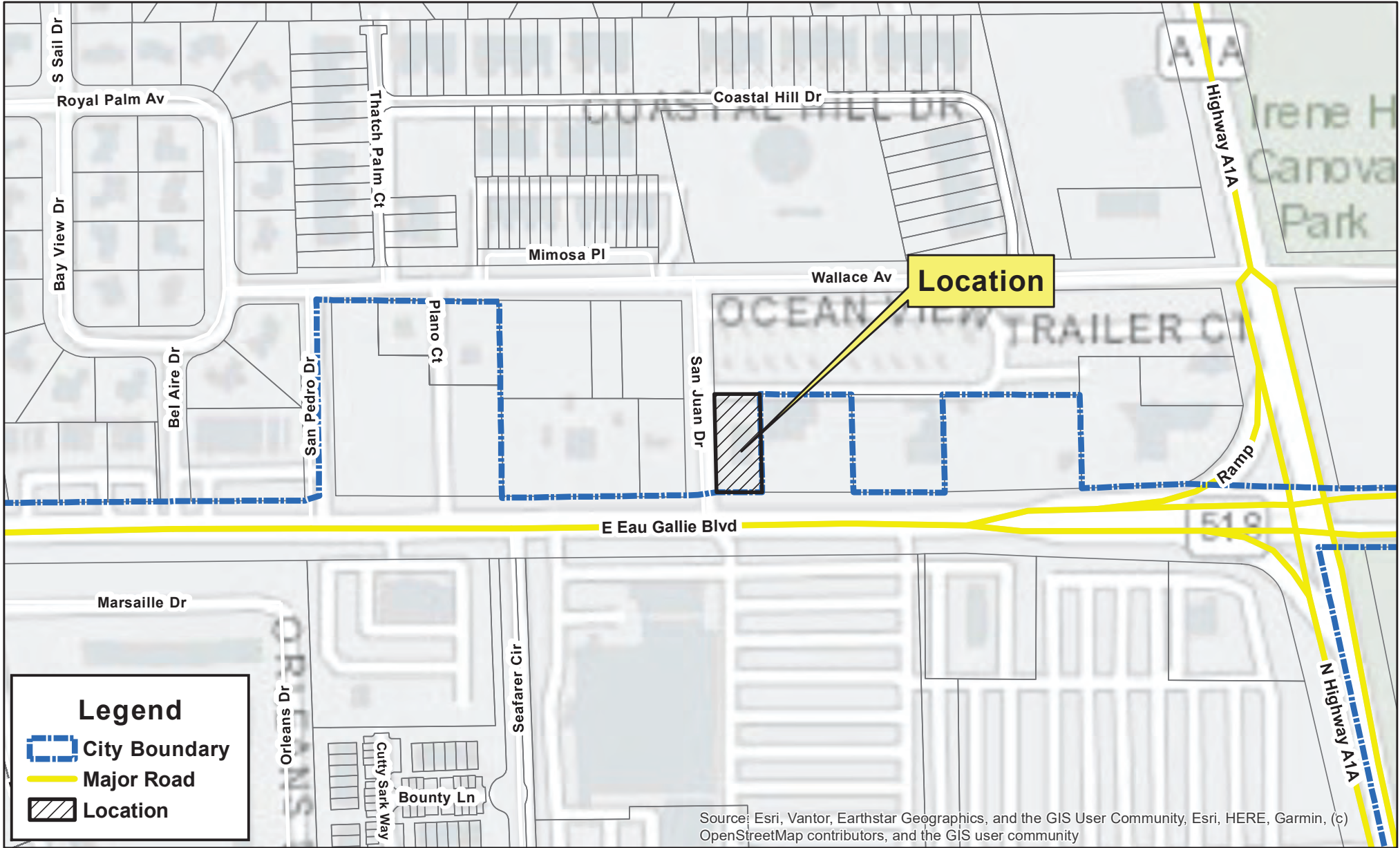
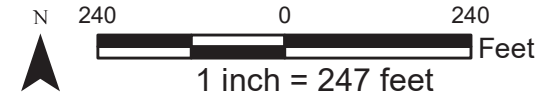
Attachment: Map

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>



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Author: Olivia Bachtold
Department/Division: Community Development Department
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Item No. B. 9.

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 24th day of February, 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

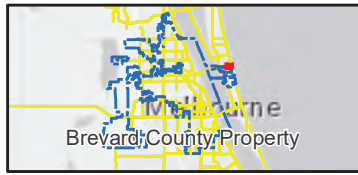
[CITY SEAL]

Attachment: Exhibit "A"

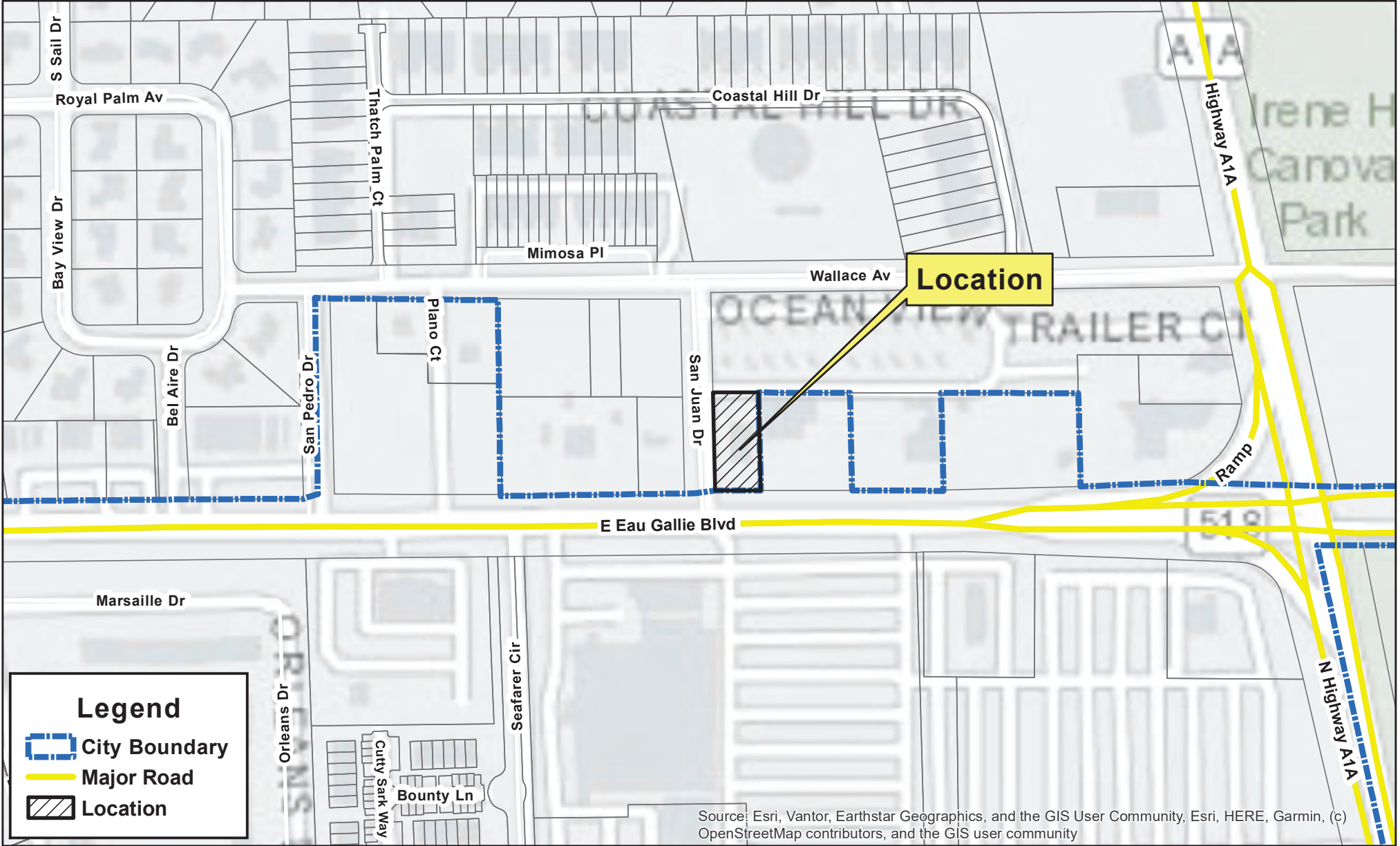
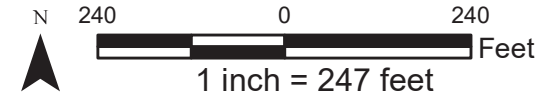
Ordinance No. 2026-07

**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 those 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

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

Item No. B. 9.

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 24th 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. 2026-08



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Jenni Lamb
Council District:	N/A
Reading Number:	2
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	B.10.

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 24th 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. 2026-09



Melbourne City Council
March 10, 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.11.

Subject:

A professional consulting services task order with Kimley-Horn and Associates, Inc., Melbourne, FL for the Holmes Park Public Plaza Space.

Background/Consideration:

On May 13, 2025, Melbourne Main Street presented a conceptual vision to City Council to redefine Holmes Park into a public gathering place. The conceptual vision included: a terraced amphitheater; a family play zone; an event area; a prefabricated restroom building; removable bollards on Melbourne Court and Henley Court; landscaping, hardscaping and preservation of the existing mature trees within the park. The design of the new Holmes Park Public Plaza Space project was budgeted in the FY25/26 capital improvement program.

The scope of services in this task order includes preliminary and final design of Holmes Park, including surveying, geotechnical, foundation, electrical and lighting design based upon the concept vision. The park will include an underground stormwater chamber system to meet the latest environmental permitting rules and a stormwater baffle box to accommodate the future Downtown Melbourne Streetscape project. Kimley-Horn will provide final construction plans, an engineer's estimate of probable costs, bidding services and construction observation. There will be one public workshop held during a CRA Advisory Board Meeting to present the thirty percent (30%) phase of design and a City Council presentation to report on the findings. The services rendered under this task order shall be completed within 275 calendar days from Notice to Proceed.

Fiscal/Budget Impact:

Funding is available in the project budget, Project No. 13026.

Requested Action:

Approval of Task Order No. KH-C-2025-002 to Kimley-Horn and Associates, Inc., Melbourne, FL for professional consulting services for Holmes Park Public Plaza Space, Project No. 13026 in the amount of \$299,048.

Memorandum



To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Tami Gillen, Assistant City Engineer
Date: February 10, 2026
Re: Task Order No. KH-C-2025-002 to the Continuing Contract for Professional Engineering Services for the Holmes Park Public Plaza, Project No. 13026

This is a task order with Kimley-Horn and Associates, Inc. (Kimley-Horn) for professional engineering services for Holmes Park Public Plaza project.

Background

On May 13, 2025, Melbourne Main Street completed a concept plan and presented to City Council a vision to incorporate Holmes Park into a public gathering place to serve the residents of Melbourne and its visitors. Melbourne Main Street is a 501(c)(3) non-profit organization dedicated to revitalizing and enhancing the economic growth of Historic Downtown Melbourne. The concept plan presented a vision to redefine the space that would allow for vendors and the public to interact downtown. Included in the scope is a terraced amphitheater for bands to showcase their talents, a sound dampening vegetative buffer to preserve the balance between commercial and residential land uses, an open watershed view of Crane Creek to enhance the natural beauty of the local topography, a family play zone with a restroom facility to support interactive activities for kids of all ages, including leap pads, climbing rocks and a new multi-purpose event area for the public to gather in.

City Council adopted the project into the Fiscal Year 2025-2026 Capital Improvement Program and allocated a project budget for implementation. The project includes a land donation from a developer of an upcoming multifamily apartment complex named "View" which is proposed to be developed on the northwest corner of Melbourne Court and Melbourne Avenue. The land donation was part of the public/private Developer's Agreement with North American Properties. Staff will return to Council with an amendment to the Developer's Agreement, providing for the land donation to occur prior to construction implementation.

Scope of Services

The scope of services under this task order includes preliminary and final design of Holmes Park, including surveying, geotechnical design, foundation design, electrical and lighting design. Drainage design will include an underground stormwater chamber system for the park itself and a stormwater baffle box to accommodate runoff from the future Downtown Melbourne Streetscape project to help achieve the St. John's River Water Management District's (SJRWMD) environmental permitting requirements.

The design of the landscape, irrigation and hardscape will incorporate low maintenance, Florida-friendly, native vegetation incorporating some of the existing mature trees within the park for shade and provide a “natural” family play zone made of sustainable materials. Other features include structural analysis of the retaining wall behind amphitheater, gateway signage into the park area, design of a prefabricated restroom to accommodate the newly expanded park and a festival box with GFI receptacles for vendor use in the tent areas and amphitheater.

Kimley-Horn will provide final construction plans, engineer’s estimate of probable costs, bidding services and limited construction observation. If full construction oversight is required by the City an additional task order will be required.

There will be one (1) public workshop held at the thirty percent (30%) design phase to gather input from the public and a City Council presentation upon completion of the public input phase.

Compensation and Schedule

The work will be completed within 275 days from the Notice to Proceed. The fee for the scope of services shall not exceed \$299,048. Project No. 13026 is adequately funded.

Recommendation

Recommendation to approve Task Order No. KH-C-2025-002 to Kimley Horn & Associates, Melbourne, FL for professional engineering services for the Holmes Park Public Plaza, Project No. 13026, in the amount of \$299,048.

Attachment: Task Order No. KH-C-2025-002 and Concept Plan

Cc: Cindy Dittmer, Community Development and Housing Director
Nikki Caldwell, Parks and Recreation Director
Kacie Black, Engineering Contracts Manager
Jeff Whitehead, Facilities Manager

TASK ORDER NO. KH-C-2025-002

PROJECT NO. _____
CITY PROJECT NO. 13026

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 **HOLMES PARK PUBLIC PLAZA SPACE**, 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 275 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 \$299,048 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-2025-002
Holmes Park Public Plaza Space

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.

EXHIBIT A – SCOPE OF SERVICES

PROJECT BACKGROUND AND UNDERSTANDING

Kimley-Horn understands the Client is requesting preparation of construction drawings for the renovation of the approximately 0.9-acre Holmes Park in the City of Melbourne. The Client has provided a schematic concept design (Figure A), approved by City Council to advance into Design Development and Construction Documents.

Kimley-Horn understands the following:

- Any required public/community engagement to date has been completed by the Client and results will be provided.
- The park limits will expand north to include the cross-access drive between Melbourne Court and Henley Court (to be removed) and the adjacent northern parking lot. The Client owns or will obtain this property prior to permitting.
- The project includes a stormwater baffle box as part of a future stormwater initiative to treat runoff prior to outfall into Crane Creek.

Based on the provided conceptual design (Figure A) provided by the Client, Kimley Horn understands that only the following proposed elements included in the Park concept plan will be included in this scope of work:

- Terraced Amphitheater
- Sound Dampening Vegetative Buffer around Amphitheater per Concept
- Natural Family Play Zone (with Shaded Seating, Leap Pads, and Climbing Rocks)
- Event Area (75+ Tents within the Plaza and Henley Court per Figure A)
- Bathroom Building
- Remove Existing East-West Alleyway and incorporate into Plaza
- Open Viewshed to Water
- Removable bollards to define Event Areas

- Sidewalk Seating/Viewing Area (South of Melbourne Avenue)
- Monument Signs for Henley Court & Melbourne Avenue per Figure A
- Lighting within Plaza Area, on Henley Court and East Side of Melbourne Avenue
- Electrical Festival Box to plug into for Vendors (Larger Events)
- Landscaping and Ground Cover

Our scope of services defined below is based on this understanding:

PROJECT ASSUMPTIONS

Kimley-Horn has made the following assumptions for this proposal:

- The Conceptual Park Plan has been approved by City Council.
- The Client owns or controls all property shown in the conceptual plan.
- The restroom building will be prefabricated. Kimley-Horn will not provide architectural or structural design for the restroom building. The restroom manufacturer/vendor will be responsible for providing signed & sealed permitting/construction drawings suitable for permitting and construction.
 - Scope related to the restroom building is limited to site civil improvements (e.g., slab support and utility extensions), as described elsewhere in this proposal, and excludes building design, interior layout, and building systems.
- Amphitheater bandshell drawings by Kimley-Horn are design intent only; manufacturer will provide final signed & sealed permitting/construction drawings.
- Splash pad is no longer included.
- Site furnishings will be fixed.

FIGURE A



SCOPE OF SERVICES

Task 1 – Design Development (DD)

Kimley-Horn will attend a design kick-off meeting and prepare approximately 60% Design Development Drawings for use in design refinement and preliminary pricing. Documents at this phase are not intended for construction

Design Development Drawings

Design Development Drawings are anticipated to include:

- Preliminary site plan
 - AutoCAD-generated layout showing paving, fencing, hardscape, shade structures, retaining walls, restrooms, and custom features
- Preliminary paving, grading, and drainage plan
- Preliminary utility layouts

Preliminary Drainage Analysis

Kimley-Horn will prepare conceptual drainage calculations to size the baffle box and stormwater management facilities. Analysis includes:

- Land use, CN values, stage-storage relationships
- Preliminary nutrient evaluation
- Conceptual layout of stormwater facilities and drainage piping

Opinion of Probable Cost

Kimley-Horn will provide an Engineer's Opinion of Probable Construction Cost based on the DD Drawings. Cost opinions are estimates based on experience and are not guarantees of actual bids or construction pricing.

Deliverables and Revisions

- One (1) 24" × 36" reproducible set of ~60% DD drawings
- One (1) Engineer's Opinion of Probable Cost
- One (1) round of reasonable client revisions

Task 2 – Arborist Report

A Certified Arborist from Kimley-Horn will perform one site visit to conduct a tree survey including tree identification, condition, and DBH (diameter at breast height) of all protected trees as per the City of Melbourne Land Development Code. An arborist report including the location, status, and health will be created and signed by the Certified Arborist and provided to the client.

Should site conditions (dense underbrush, quantity of trees, rain delays, etc.) require additional effort, another amendment may be required. Response to additional comments or any additional field visits may be provided as an additional service.

Task 3 – Construction Documents (CD)

Upon DD approval, Kimley-Horn will prepare Construction Documents and supporting materials required for permitting with the City of Melbourne.

Civil Engineering Plans

- Cover Sheet
- General Construction Notes
- Erosion & Sedimentation Control Plan and Details
- Existing Conditions and Demolition Plan
- Site Plan (site geometry, setbacks, amenity layout, circulation, signage/stripping)
- Paving, Grading & Drainage Plan (pavement sections, curbs, contours, drainage structures)
- Utility Plan (water, sewer, hydrants, meters, laterals, existing connections, and utility services to prefabricated restroom building)
- Drainage Construction Details (including baffle box system specifications and performance criteria)
- General and Utility Construction Details

Notes:

- Gravity sanitary sewer connection is assumed; if a lift station is required, design will be an Additional Service.

Kimley-Horn will show existing utilities based on surveyor-provided information and available utility records. Verification of utility capacity or off-site improvements is excluded.

Tree Mitigation Plans

Using a horizontally controlled tree survey and arborist report, Kimley-Horn will prepare one (1) set of plans including:

- Tree Species
- Tree Size (DBH-diameter at breast height)
- Tree location (with COGO electronic data points provided by arborist)
- Tree data, location, specimen or heritage designation, and status of tree to be removed or remain in place based on City code
- Locations of proposed mitigation techniques limited to: tree protection fencing, root pruning limits, extents of aeration beds, and extents of pervious pavement.
- Tree removal and mitigation calculations per the jurisdiction's tree mitigation requirements to determine the total number of replacement inches required or associated tree removal fee.

Landscape Plans

Kimley-Horn will prepare Landscape Plans for the site showing new and existing plant material locations as they relate to the buildings and site elements. Included in these sheets will be a planting schedule specifying recommended plant species size; and details illustrating recommended installation methods and requirements.

Irrigation Plans

Kimley-Horn will prepare Fully Piped Irrigation Plans for the proposed project. These plans will be prepared in an effort to comply with the directives of the Client and the landscape and irrigation ordinances for the jurisdiction. The Irrigation Plans will depict drip irrigation areas, head layout, mainline, lateral line, valves, pipe sleeving, controller, rain sensor, source and/or point of connection, backflow prevention device, detailed drawings, zoning, watering schedule, and installation notes on the plans. The Client is to specify preferred irrigation equipment type prior to authorization of this task if a specific manufacturer is required.

Hardscape Plans and Details

Kimley-Horn will prepare plans showing the location of hardscape features such as sidewalks, benches, planters, retaining walls, specialty paving, fences, gates, signs, and detail callouts for custom features. These plans may also identify and locate shade structures, fountains, vertical structures, and signage.

Kimley-Horn will prepare detail sheet(s) for use in the construction of the hardscape and landscape elements for those items shown on the Hardscape Plans. Structural design of vertical elements and required footers is covered in a separate task.

- Pedestrian and Specialty Paving Details
- Sound wall, elevated stage, and stepped amphitheater seating design intent sections
- Raised planters
- Custom shade structures
- Playground equipment
- Accent/ Seating Walls
- Design intent sections to illustrate grade changes and wall/planter elevations
- Cut sheets and coordination with owner on site furnishings: pots, bike racks, litter receptacles, benches, bollards, tree grates, tables and chairs, lounge chairs, shade canopies, and playground equipment

Task 4 – Stormwater Design and Report

Kimley-Horn will prepare stormwater design and documentation to demonstrate compliance with City of Melbourne and St. Johns River Water Management District (SJRWMD) requirements.

Stormwater Modeling & Calculations

- Pre- and post-development drainage basin analysis
- Evaluation of allowable discharge rates
- Compliance with water quality treatment and attenuation criteria
- ICPR modeling with a single discharge point
- Land use and impervious area calculations
- Storm pipe sizing
- Nutrient loading analysis

Design of Underground Stormwater Chamber System

An underground stormwater chamber management system will be integrated into the site design to provide required stormwater treatment volume and attenuation for the proposed park improvements. Kimley-Horn will:

- Evaluate groundwater separation requirements based on available geotechnical report findings
- Calculate the required stormwater storage volume for the chamber system
- Identify and confirm the available site footprint to accommodate the chamber system

Coordination with Stormwater Chamber System Manufacturer

Kimley-Horn will coordinate with the proprietary stormwater chamber system manufacturer to finalize system specifications and construction details. Based on information provided by Kimley-Horn, the manufacturer will:

- Design the chamber system
- Provide stage-storage data for use in drainage calculations
- Supply construction and plan details in both CAD (.DWG) and PDF formats for incorporation into the construction drawings

Baffle Box Design and Stormwater Retrofit

Kimley-Horn will design a baffle box stormwater treatment system to improve stormwater quality and reduce nutrient loading prior to discharge. The baffle box will be retrofitted into the stormwater system and engineered to meet Client specified hydraulic conditions and mutually agreed-upon performance goals.

This work will include:

- Engineering-based selection and sizing of the baffle box in accordance with applicable local regulations, SJRWMD criteria, and industry best practices
- Weekly coordination with the baffle box manufacturer/distributor to confirm system suitability, configuration, and installation requirements
- Hydraulic and water quality analyses to quantify runoff volumes, pollutant loading, and anticipated treatment performance
- Retrofit design of the stormwater system connecting to the baffle box
- Design of an outfall system conveying treated flows from the baffle box to Crane Creek
- Design and incorporation of a storm trunkline stub-out at the baffle box to allow for a future connection associated with the planned East New Haven Avenue Downtown Retrofit Project

Drainage Report

Kimley-Horn will prepare a drainage report summarizing the stormwater design, modeling, and analyses for inclusion in City of Melbourne and SJRWMD submittals.

SJRWMD Operation and Maintenance (O&M) Plan

Kimley-Horn will prepare an O&M Plan in accordance with SJRWMD requirements, including:

- Inspection and maintenance requirements
- Identification of long-term operational needs

Task 5 – Permitting Assistance

Kimley-Horn will prepare permit application materials and supporting documents for:

- City of Melbourne Engineering Construction Plan Review
- SJRWMD self-certification and exemption verification

Kimley-Horn will respond to up to two (2) RFIs per permitting agency.

Exclusions:

- Building/vertical permits (provided by contractor/vendor)
- Additional agency permits not listed

Permit and impact fees are excluded. Kimley-Horn does not guarantee permit issuance.

Permit Fees and Responsibilities

- The Client is solely responsible for complying with all permit conditions and for tracking permit expiration dates.

- Kimley-Horn will advise the Client on permit durations and expiration timelines but is not responsible for extending or reapplying for time-limited entitlements or permits. Such services may be provided as Additional Services upon written authorization.

Plan Revisions and Finalization

Following receipt of comments from applicable regulatory agencies, Kimley-Horn will revise the civil construction drawings, as necessary, to address agency feedback and conditions. These updated plans will be finalized as contract documents suitable for construction.

Limitations and Disclaimers

- Kimley-Horn has no control over the actions or timelines of jurisdictional agencies and is not a party to any agreements between the Client and third parties.
- Professional opinions regarding the status, timing, or outcome of permits are based on experience and available information but are not guarantees.
- Due to the limited scope of site investigation, Kimley-Horn does not warrant that all site-related issues have been identified.

Additional Services: Requests for permitting support beyond what is customary, or for issues outside Kimley-Horn's control, will be treated as Additional Services and performed only upon prior written authorization from the Client.

Task 6 – Signage/Monumentation Concept Design

Kimley-Horn will research the City of Melbourne's signage design guidelines. Kimley-Horn will work with the Client to gain an understanding of their plans for site signage and development branding. This task will include the following services:

- Prepare up to two (2) primary conceptual entry monument/wall concepts (in plan and elevation) and associated landscape for review with the Client.
- Up to one (1) round of revisions to the primary and secondary conceptual entry monument/wall concept (in plan and elevation) based on input from the Client.
- Incorporate branded logo as provided by the Client and incorporate into the design of the monument sign.
- Based on approved design intent drawing from the Client, Kimley-Horn will coordinate with Client's sign vendor to prepare monument sign construction details. Sign Vendor/Subconsultant will then prepare signed and sealed plans and details for final review by the Client/GC and submit for building permit and combined sign permit.
- Electrical and riser diagram plans and details will be provided by Sign Vendor.

Task 7 – Electrical Engineering

Kimley-Horn will perform electrical engineering services. This task includes the following services:

- Site lighting design and photometrics calculations, to comply with local applicable codes and required lighting levels.
- General lighting design for Amphitheater, to include RGB color change stage lighting with Wi-Fi controls, as coordinated with approved lighting Vendor and Owner.
- Lighting for Park/Event area, including poles with RGB color change fixtures with Wi-Fi controls, as coordinated with approved lighting Vendor and Owner.
- Service coordination with local Utility Company, including possible service upgrades.
- General receptacles and power for site, Amphitheater, restroom building and Tent, as coordinated with Owner.
- Power Connections Box for Vendors, and festival lighting.
- Coordination with Owner, and other disciplines.

Exclusions from this task include:

- Low voltage systems (CCTV, data, security, fire alarm)
- Verification of existing conditions outside scope of work
- Commissioning (Final Review, testing, and operation of the systems being installed). For this scope, this applies only to the lighting systems, and it can be provided as a separate contract. This task shall be completed by the contractor, in direct coordination with the approved lighting vendor.
- Professional Theatrical Lighting

Task 8 – Structural Design

Kimley-Horn will prepare structural drawings for select structural elements on site. All structural design will be performed in accordance with the 2023 Florida Building Code, 8th Edition. Consultant will provide structural notes to accompany the prepared construction details.

Included Structural Elements

- Perimeter wall located directly behind the amphitheater stage
 - Perimeter wall is assumed to be of masonry construction with a reinforced concrete spread footing
- Ancillary site retaining walls
 - The conceptual package shows several retaining walls around the amphitheater area. Kimley-Horn will develop details for a standard retaining wall system. The details will be accompanied by a table specifying required member size and reinforcing for walls with retained heights up to 6 feet, at 2-foot increments.

- Amphitheater stage shade structure foundation and anchorage only
 - The shade structure on the amphitheater is assumed to be designed by others. Kimley-Horn will develop details for the foundation and anchorage of the shade structure based on loading provided by the manufacturer.
- Prefabricated restroom building structure foundation
 - Prefabricated restroom building is assumed to be design by others. Kimley-Horn will develop details for the foundation and anchorage of the restroom structure based on loading provided by the manufacturer.

As part of this task, Kimley-Horn will also develop technical specifications in MasterSpec format for the applicable elements of the structural systems.

Consultant will revise the plans and specifications up to one (1) time after each submittal per ordinary and reasonable simultaneous comments from the jurisdiction and Client.

Deliverables for the structural design will be included in the DD & CD design milestone. The specifications will be included in the DD and CD stages. The CD Design submittals will be delivered in PDF format, signed and sealed by a professional engineer licensed in the state of Florida.

Additional Services: Significant site plan revisions or Value Engineering after completion of the Construction Documents will be billed as an additional service on an hourly basis according to the rate schedule in effect at the time.

Task 9 – Project Manual Assistance

Utilizing Client provided front end documents and contract language, Kimley-Horn shall develop a complete Project Manual consisting of the following:

- Cover
- Table of Contents
- Division 0 (modifications pertaining to the project only including Bid Form)
- Division 1 (modifications pertaining to the project only)
- Division 2-16 – all specs will be provided on plan sheets or provide in CSI format for inclusion into the Project Manual if not on the plan sheets or by reference to City and/or FDOT standard specifications.

Kimley-Horn will provide a draft set of front-end docs and Project Manual for City review, make one (1) round of comments and provide a final PDF and electronic copy of all Word Documents for City use.

Task 10 – Meetings

Kimley-Horn will participate in meetings via local office or conference call as requested by the Client and initiate coordination meetings as needed to support the design process. The following meetings will be attended as part of Task 1 and 2 of the design process:

- Up to four (4) City / project team meetings with City staff to review project plans and coordinate design.
- Two (2) meeting with SJWMD agency for permitting coordination.
- One (1) workshop with CRA Advisory Committee for presenting 30% plans. This workshop will be open to the public but not for specific public engagement alone.
- One (1) City Council Presentation.

This task includes design team and coordination meetings over a 8-month period. Meetings and coordination beyond this duration will be considered Additional Services and may be provided under a separate scope and fee.

Task 11 – Bidding Services

Kimley-Horn will be available to provide bidding services prior to the start of construction, as requested. These services will include the following:

- Prepare unit-price bid form and Project Manual (Specifications Package)
- Assist with issuing bid packages
- Prepare one (1) addendum
- Tabulate bids, prepare summary memo with recommendations to award

Task 12 – Construction Observation Services

As part of this task, Kimley-Horn will provide limited construction-phase support services to assist the Client during project implementation. These services are intended to support regulatory compliance and final certification but do not constitute full-time construction management or inspection.

Pre-Construction Coordination

- Schedule and attend one (1) pre-construction conference prior to the commencement of construction activity.

Construction Observation

- Provide periodic site visits (up to four (4) visits) over the anticipated 180-day construction duration to observe general progress and conformance with the civil construction documents.
- Kimley-Horn's role is limited to observation and does not include supervision, direction, or control over the Contractor's work, methods, safety practices, or compliance with laws and regulations.

- Kimley-Horn does not guarantee the performance of the Contractor or assume responsibility for the Contractor's failure to perform in accordance with the Contract Documents.

Defective Work Recommendations

- If, during site visits, Kimley-Horn observes work that appears inconsistent with the Contract Documents, we will recommend that such work be disapproved or rejected.

Clarifications and Interpretations

- Respond to up to four (4) Requests for Information (RFIs) from the Contractor, providing clarifications or interpretations of the civil Contract Documents as needed to support orderly project completion.
- All formal changes or variations from the Contract Documents must be authorized by the Client.

Shop Drawing Review

- Review and take appropriate action on Shop Drawings and submittals related to civil, landscape, hardscape, and electrical components, solely for conformance with the Contract Documents.
- This review does not extend to construction means, methods, safety, or sequencing.

As-Built Plan Review

- Review signed and sealed As-Built Plans prepared by the Contractor's licensed surveyor for the Paving, Grading, Drainage, and Utility Plans to confirm general compliance with the approved plans, specifications, and permit conditions.

Pre-Final and Final Inspections

- Upon completion of As-Built Plans, conduct a Pre-Final Inspection with the Client and Contractor to prepare a punch list of any deficiencies. Upon completion of the Punch List items, conduct a Final Inspection with the Client and Contractor.

Project Closeout Assistance

As part of the final phase of construction support, Kimley-Horn will assist the Client with project closeout activities, including:

- **Substantial Completion Documentation**
Kimley-Horn will assist in preparing documentation to support the declaration of Substantial Completion, including coordination with the Contractor and Client to confirm that the civil components of the project are complete and operational in accordance with the approved plans and specifications.
- **Permit Closeout Coordination**
Kimley-Horn will coordinate with the City of Melbourne and other applicable regulatory agencies to facilitate the closure of issued permits. This includes:
 - Submitting final As-Built Plans and any required certification forms
 - Responding to final agency comments or requests related to civil improvements
 - Confirming that all civil-related permit conditions have been satisfied

- **Final Closeout Memo**

Upon completion of all closeout activities, Kimley-Horn will prepare a Final Closeout Memorandum summarizing the completion status of civil improvements, permit closure confirmations, and any outstanding items (if applicable).

These services are included within the **80-hour maximum** allocated for this task. Additional time or effort required due to agency delays, re-inspections, or Client-directed changes may be considered Additional Services and provided under a separate scope and fee upon written authorization.

Task 10 – Survey Services (Subconsultant)

Consultant will retain the services of L&S Diversified for professional surveying services.

The following will be provided by the Sub-consultant:

Survey Control:

- L & S will establish horizontal and vertical control monuments at acceptable intervals to facilitate project engineering. Horizontal coordinates will be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations will be referenced to North American Vertical Datum of 1988 (NAVD88).

Topographic Survey (50-Grid and/or Cross Sections):

- The Topographic Survey will include the horizontal location and elevation of all above ground improvements, utilities, and accessible gravity systems.
- The survey will be displayed at 1-foot contour intervals.

Specific Purpose Right of Way Survey:

- The Specific Purpose Right of Way Survey shall consist of the position and description of all recovered monuments, right-of-way, and adjacent parcels with recording information.
- The Specific Purpose Right of Way Survey will be performed and prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes.

Tree Survey:

- The Tree Survey will include the location and description of all specimen trees as required by the client.

Survey Deliverable:

- Survey(s) in Civil 3D 2024
- Survey(s) signed and sealed in PDF format

Note: sub-surface utility designation (Quality Level B) is excluded from this scope of work but can be added at the Client's request via additional services.

Task 11 – Geotechnical Engineering Services (Subconsultant)

Consultant will retain the services of Professional Services Industries, Inc. (PSI, Inc.) for geotechnical engineering services. Sub-consultant to provide geotechnical engineering services relating to the above-mentioned Project in accordance with the Industry Standard of Care and the current Florida Building Code.

The following will be provided by the Sub-consultant:

- Review readily available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Brevard County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
- PSI will execute a program of subsurface sampling and field testing. As requested, PSI proposes to drill/sample four (4) Standard Penetration Test (SPT) borings in the planned building and hardscape areas. The SPT borings will be advanced to depths of 10 to 20 feet below the existing ground surface (60 total LF). PSI will also complete one full-depth pavement core in Henley Court to determine the existing asphalt and base thickness as requested. At the core location, a hand auger boring will be drilled/sampled to a depth of 5 to 7 feet below pavement grade to evaluate pavement subgrade soils. Additionally, PSI will drill one auger boring to 15 feet below grade plus collect a relatively undisturbed Shelby tube soil sample for permeability testing from the planned drainage improvement area.

In the SPT borings, samples will be collected and Standard Penetration Test resistances (N-values) will be measured virtually continuously for the top ten feet and on intervals of five feet thereafter. In the auger borings, representative soil samples will be collected at each change in soil stratum. Upon completion of drilling/sampling, the boreholes will be backfilled with soil cuttings and the pavement surface restored with an asphalt cold patch where appropriate.

- Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Conduct a limited laboratory testing program including permeability testing of the tube soil sample to be collected to assist in the stratification process and to determine pertinent engineering properties. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.
- Collect groundwater level measurements in the boreholes at the time the borings are performed and estimate normal seasonal high groundwater levels.
- The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of our design-level geotechnical recommendations for the project. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written engineering report prepared by a Professional Engineer licensed in the State of Florida.

Subconsultant Schedule – PSI will anticipate one day to complete the fieldwork, assuming no delays due to weather or site access. Engineering and laboratory testing will be initiated thereafter, requiring a further 10 to 12 workdays to complete following field activities. From notice to proceed through submittal of PSI's report will require about 4 weeks.

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- *Off-site Design and Permitting (including turn lane or signalization)*
- *Off-site Utility Analysis, Design or Extensions*
- *Utility System Capacity Analysis*
- *Sanitary Lift Station Design and Permitting*
- *Structural Engineering Services*
- *Natural Resources Assessment*
- *Environmental Design and Permitting*
 - *Incl. Phase 1 ESA and Phase 2 services*
- *Flood Plain Modeling or Permitting*
- *Substantial changes to site layout after DD phase is underway*
- *Permitting with additional agencies not listed above*
- *FDEP – NDPES NOI (by General Contractor)*
- *Dewatering Permits*
- *Consumptive Use Permit (Irrigation Well Permit)*
- *Dry Utility Conduit Plan and Coordination*
- *Value Engineering Services*
- *Subsurface Utility Engineering (SUE)*
- *Mechanical, Plumbing, and Fire Protection Designs*
- *Low Voltage Systems (CCTV, data, security, fire alarm)*

INFORMATION PROVIDED BY CLIENT

If readily available, the Client will provide any information upon which Kimley-Horn will rely. The complete and current information, which we anticipate will be provided to us by others for our use is as follows:

- All Application/Permit Fees
- As-built information and/or electronic CAD/GIS for all public infrastructure and utilities
- Previous electronic files from ICPR Model and surveys within the area.
- Representation to other agencies with infrastructure in public ROW – power, private utilities, etc.

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:

Professional Services Fee

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

Task Number & Name		Fee	Type
1	Design Development	\$30,000	Lump Sum
2	Arborist Report	\$4,500	Lump Sum
3	Construction Documents	\$60,000	Lump Sum
4	Stormwater Design and Report	\$54,190	Lump Sum
5	Permitting Assistance	\$16,600	Lump Sum
6	Signage/Monumentation Concept Design	\$7,500	Lump Sum
7	Electrical Engineering	\$29,400	Lump Sum
8	Structural Design	\$12,000	Lump Sum
9	Project Manual Assistance	\$14,000	Lump Sum
10	Meetings	\$15,000	Lump Sum
11	Bidding Services	\$8,600	Lump Sum
12	Construction Observation Services	\$25,000	Lump Sum
Subtotal		\$276,790	
Subconsultant Tasks		Fee	Type
13	Survey Services	\$16,158	Lump Sum
14	Geotechnical Engineering	\$6,100	Lump Sum
Total		\$299,048	



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	N/A
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.

Subject:

Consent Agenda

Background/Consideration:

- a. Purchase of VuSpex software for integration with EnerGov to conduct virtual inspections for the Code Compliance (Building) Division, VuSpex Virtual Inspections Inc, Watsonville, CA - First year cost of \$24,500; estimated total five-year contract cost of \$103,590.80.
- b. Utilization of the State of Florida contract for temporary staffing for the Information Technology Department, multiple vendors - amount not-to-exceed \$280,000.
- c. Professional Services Selection for the Pavement Management Plan and authorization to negotiate a contract with Michael Barker International, Inc., Jacksonville FL.
- d. Contract Award for the Annual Installation, Maintenance and Emergency Repair for Navigational Aids and Channel Markers, In Depth, Inc., Bunnell, FL.
- e. **Resolution No. 4411:** A resolution providing for the cancellation of the June 23, 2026 regular City Council meeting.



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	Fire Department - Code Compliance
Presenter:	Steve Innes
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.a.

Subject:

Purchase of VuSpex Software for Integration with Energov to Conduct Virtual Inspections for the Building Division.

Background/Consideration:

The Code Compliance Division, specifically the Building team, seeks to implement remote inspections to improve efficiency and reduce disruptions for contractors and homeowners. VuSpex is the only software that integrates with the City's existing building permit system (EnerGov). The annual cost of VuSpex is \$18,350 with a one-time implementation cost of \$6,150 for setup, training, and data migration, bringing the first year total to \$24,500. The annual cost of \$18,350 is set for the first two (2) years and escalates for years 3 through 5. The software supports high-definition video, real-time collaboration, and GPS verification, streamlining the inspection process. The attached agreement with the vendor shall be for a term of five (5) years, allowing extensions through auto-renewals.

The estimated payment plan is structured with a five percent (5%) increase in the annual cost each year, starting in Year 3 per the attached vendor quote #2025-12-17-001:

Year 1 - \$24,500 (Includes one-time implementation cost of \$6,150)
Year 2 - \$18,350
Year 3 - \$19,267.50
Year 4 - \$20,230.88
Year 5 - \$21,242.42

Implementation will occur in two phases, with the first phase covering the software purchase and integration, and the second phase expanding capabilities. Certain additional capabilities may be subject to future renewal/approval.

Contract/Solicitation:

This is a sole source purchase. A completed sole source form and Addendum to Vendor's Agreement signed by the vendor are attached.

Fiscal/Budget Impact:



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 through 5 of the contract will be programmed into future fiscal year budgets.

Requested Action:

Approval of the purchase of VuSpex software for integration with EnerGov to conduct virtual inspections for the Code Compliance (Building) Division, VuSpex Virtual Inspections Inc, Watsonville, CA - first year cost \$24,500; estimated total five-year contract cost \$103,590.80.



Pricing Proposal

Quotation #: 2025-12-17-001

Created On: 12/17/2025

Valid Until: 04/01/2026

Proposal for the City of Melbourne

We are pleased to provide this proposal for VuSpex **Tyler**

Customer

City of Melbourne

Steve Innes
 Building Official BCA CFM
 City of Melbourne, Florida 32901
 (321) 608-7926

Company

VuSpex

Dane Demicell
 125 Hangar Way, Suite 210
 Watsonville, CA 95076

Contact:

Jim Fitzpatrick, Sales Mgr.
 856-912-0989
 jim@VuSpex.com

Price Quote

All Prices are in US Dollars (USD)

	Qty	Your Price	Total
VuSpex TYLER - Annual Pricing for Unlimited Inspections. <ul style="list-style-type: none"> VuSpex TYLER Integrated - Fixed pricing for unlimited users, unlimited inspections/video calls, Dynamic Queuing, and all other features. 	1	\$18,350	\$18,350
VuSpex Implementation – TYLER Product (One-Time Cost) <ul style="list-style-type: none"> VuSpex TYLER – Permits and Data Migration, Implementation, Full Inspector Training NOTE: Onboarding Costs reduced by \$4,000 	1	\$6.150	\$6.150
Annual Total:			\$24,500

NOTE:

- **Requires API key only sold through Tyler EP&L**
- Pricing for the next budget year will return to the prior quoted Tyler and VuSpex amounts
- Pricing of \$18,350 is locked in for the first 2 years; afterwards, a 5% uplift per year is in effect to help offset storage fees
- Payment is due upon commencement. Service begins with payment
- Terms: net 30 for “Year 1” pricing
- Includes all VuSpex TYLER features, unlimited seats, and inspections

Additional Comments

Thank you for choosing VuSpex, Inc! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address when submitting a Purchase Order.

For any additional information including Software, Onboarding, Support, and Services, please contact VuSpex at (844) 288-7739. VuSpex Inc. is located in Northern California.

SaaS Features

VUSPEX TYLER INCLUDES

- ✓ No App download - Mobile Web Browser
- ✓ iOS / Android App Option
- ✓ Inspection Report (PDF, Word)
- ✓ Prompt for Record (Add a permit #)
- ✓ Activity Report with CSV export
- ✓ VuSpex CLOUD Storage Lifetime
- ✓ Field Agent Offline Field Report (OFR)
- ✓ API Documentation (Premium tier)
- ✓ Dynamic Queuing

CONTENT SECURITY

- ✓ Private Amazon S3 Buckets
- ✓ Encrypted At Rest
- ✓ Signed URL with Low TTLs

VIRTUAL INSPECTION FEATURES

- ✓ HD Video
- ✓ GPS Verification (and ability to disable)
- ✓ Markups
- ✓ Multiple Viewers
- ✓ Remote Collaboration & Pointer (2-way)
- ✓ Remote Zoom & Flashlight
- ✓ Chat with audit log
- ✓ Compliance Documents
- ✓ Guide Sheets & Checklists

SUPPORT

- ✓ Website Support page
- ✓ Video Tutorials
- ✓ Inspector and Contractor Training Guides

Onboarding

Step 1 - Gather requirements

VuSpex and Customer will collaborate to identify the requirements for a successful deployment and go-live of virtual inspections.

Step 2 - Project Planning

VuSpex and Customer will develop the project timeline and milestones to meet the go-live date.

Step 3 - Partial roll out

VuSpex is deployed in a test environment. VuSpex staff will work with designated Inspectors on a partial roll out. These Inspectors become familiar with VuSpex from both the Inspector and Contractor perspective while performing “shadow” inspections in a non-production environment.

These Inspectors will also be designated as internal trainers.

Step 4 - Inspector and Staff training

VuSpex staff performs joint training of designated Inspectors and other agency personnel on the use of VuSpex TYLER Inspector and Contractor use. Formal training presentations and User Guides are available and included.

Step 5 - Contractor Outreach and co-promotion

VuSpex and Customer web services staff will collaborate to develop a contractor outreach campaign and contractor training including Customer website additions.

Step 6 - Go live with VuSpex

VuSpex is moved from the test environment to production, if necessary.

Step 7 - Support

Support is available from 8 AM - 5 PM (PT): Monday - Friday

<https://vuspex.com/support>

support@vuspex.com

(844) 288-7739 ext.2

The Flexible Solution

Fitting All the Needs of the Agency and Contractor



Contractor
Mobile App

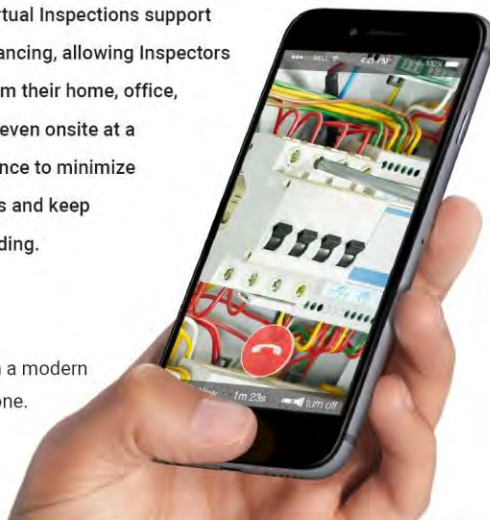
Virtual Inspections
Live Streaming and Offline **NEW!**

Inspector
Desktop App

The Safer Solution

VuSpex Virtual Inspections support social distancing, allowing Inspectors to work from their home, office, vehicle, or even onsite at a safer distance to minimize health risks and keep teams building.

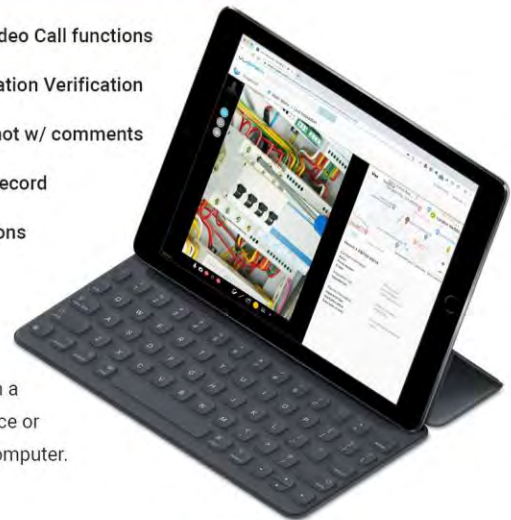
Works with a modern mobile phone.



Work from Anywhere

- * Audio/Video Call functions
- * GPS Location Verification
- * Screenshot w/ comments
- * Screen Record
- * Annotations

Works with a tablet device or desktop computer.



Mobile Contractor App

Browser-Based Inspector App

ADDENDUM TO VENDOR'S AGREEMENT

The City of Melbourne's purchase pursuant to the attached agreement is conditioned upon the VENDOR agreeing to the terms and conditions set forth herein. To the extent of any conflict with provisions in the VENDOR's standard terms and conditions as set forth in VENDOR's agreement and the VENDOR's quote, the provisions in this Addendum will prevail. Collectively, the attached agreement (including other terms or documents or information incorporated by reference), the VENDOR's quote and this Addendum shall be referred to as "this Contract".

1. **TERM OF CONTRACT.** Notwithstanding anything to the contrary in this Contract, the term of this Contract, as extended through autorenewals or otherwise, shall be limited to **5 years**. The parties agree that VENDOR's price shall not increase through the term of this Contract except as specifically set forth on the quote. VENDOR understands and agrees that approval of this Contract is limited by this paragraph such that an amendment to this Contract will be required to extend the term further or to increase the price, as the case may be.

2. **PAYMENT.** CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by CITY shall be made in compliance with said Act. VENDOR agrees to invoice CITY no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. CITY will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.

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

4. **TERMINATION.** All provisions in this Contract providing for payment by the CITY as liquidated damages or as a cancellation fee or based upon acceleration of fees is hereby deleted. Upon termination of this Contract, the VENDOR shall pay the CITY a pro rata refund of payments made unless termination is based upon breach of the Contract by the CITY. All provisions that provide a security interest in property being purchased or owned by the CITY are hereby deleted. All provisions that authorize the VENDOR to repossess property or take action outside of court proceedings in response to a CITY breach of contract are hereby deleted.

5. **LIABILITY.** All provisions that require the CITY to assume liability or to indemnify, defend or hold harmless are hereby deleted. The CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential, exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract. As applicable, the parties agree that 1% of the total payment to VENDOR is the specific consideration from the CITY to VENDOR for VENDOR's indemnity agreement.

6. **DISPUTES.** All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Brevard County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **WAIVER OF JURY TRIAL.** BY ENTERING INTO THIS CONTRACT, EACH OF THE VENDOR AND THE CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED 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) w3c 2.1 AA accessibility guidelines.

11. **ENDORSEMENT.** All provisions that allow another to use the CITY's name in any advertising, endorsement or promotion are hereby deleted.

12. **ELECTRONIC SIGNATURES.** Unless waived by the CITY, this Contract shall not be executed via electronic signatures.

13. **PUBLIC RECORDS.** VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR agrees to retain public records, and upon request by CITY provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.. A request to inspect or copy public records relating to this Contract for Services must be made directly to the CITY and VENDOR shall not release a public record in response to a request arising from anyone other than the CITY. To the extent VENDOR is "acting on behalf of the CITY" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR shall (1) Keep and maintain public records required by the CITY to perform the Services; (2) Upon request from the CITY, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the VENDOR does not transfer the records to the CITY; (4) Upon completion of the Contract, transfer, at no cost, to the CITY all public records in possession of the VENDOR or keep and maintain public records required by the CITY to perform the Service. If the VENDOR transfers all public records to the CITY upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

(ii) The VENDOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to

§119.0701(4) and such failure to produce shall be considered a material breach of this Contract by VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR shall pay to CITY all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the CITY in defending a public records action as well as those assessed against the CITY in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the CITY. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the CITY's City Attorney's Office or the City Clerk's Office; provided that the VENDOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by VENDOR.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, 900 East Strawbridge Avenue, Melbourne, Florida 32901, Telephone: 321-608-7220, Email: City.Clerk@MLBFL.org

14. STATE LAW CERTIFICATIONS AND DISCLOSURES

a. **E-Verify.** The VENDOR understands that contracts with the CITY are subject to Florida Statutes, §448.095(2) and the VENDOR agrees to comply with the requirements of said statute. The VENDOR shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the CITY reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

b. **Public Entity Crimes Statement.** Pursuant to Section 287.133, Florida Statutes, as amended from time to time, VENDOR hereby certifies that neither it nor its affiliates(s) have been placed on the convicted vendor list following a conviction for a public entity crime. The VENDOR hereby acknowledges the continuous duty to disclose to the CITY if VENDOR or any of its affiliates as defined by Section 287.134, Florida Statutes, are placed on the Discriminatory Vendor List.

c. **Foreign Gifts and Contracts.** The VENDOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. *See Section 286.101(7)(a).*

15. Scrutinized Companies or Other Entities. Subject to *Odebrecht Construction, Inc., v. Prasad* and *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, as applicable, VENDOR certifies that it (a) if the contract is more than \$100,000, has not been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, nor is engaged in a boycott of Israel; (b) has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (c) has not been engaged in business operations in Cuba or Syria in violation of §287.135, Fla. Stat. If the CITY determines that VENDOR has falsely certified facts under this sub-paragraph or if VENDOR is found to have been placed on the Scrutinized Companies or Other Entities Lists or is engaged in a boycott of Israel after execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent §287.135, Fla. Stat. CITY reserves all rights to waive certifications required by this paragraph on a case-by-case exception basis pursuant to §287.135, Fla. Stat.

a. **Anti-Trust Violations.** By entering into this Contract, VENDOR certifies that at the time of entering into this Contract, neither it nor its affiliate(s) are on the anti-trust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

b. **Environmental and Social Government and Corporate Activism.** Pursuant to 287.05701, Florida Statutes, as may be amended, CITY cannot give preference to a vendor based on social, political or ideologic interests as set forth therein. Vendors are also prohibited from giving preference to subcontractors based on the factors set forth therein. Violations of this paragraph will result in termination of this Contract and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

16. **CLOUD-BASED SERVICES.** The following provisions apply if this Contract is for cloud-based services.

a. **Content Ownership and Use.** Notwithstanding anything to the contrary in the attached agreement, VENDOR agrees that data entered into the VENDOR's cloud-based service system (the "Content") is owned by the CITY and shall be returned to CITY promptly upon demand in a format acceptable to the CITY and at no charge. Content shall not be withheld for non-payment. Upon successful transfer of Content to CITY, VENDOR will destroy Content as directed by CITY upon the CITY's authorization. VENDOR's access to Content is limited such that the CITY grants VENDOR a limited, royalty-free, non-exclusive, non-transferable and non-sublicensable license to process Content only in the United States as instructed by CITY and limited to the CITY's benefit.

b. **Confidentiality.** If VENDOR's employees or representatives are granted access to any of CITY's computer networks or systems (including, but not limited computer systems, application programs and databases), VENDOR shall treat all of CITY's data and information accessed from such system(s) as CITY's confidential information. In addition, (i) VENDOR, VENDOR's employees and representatives will not use or disclose for any purpose any aspect or portion of third party data or information which VENDOR may access for CITY's computer system(s), unless VENDOR first obtain the third party's written consent; and (ii) VENDOR shall make no electronic or hard copies of CITY's information extracted from CITY's computer system(s) unless specifically requested to do so by CITY, in which case VENDOR will clearly mark and treat the information as "City Confidential". VENDOR shall only provide copies to VENDOR's employees or representatives within CITY's facility having a direct need to know. The obligations stated in this section shall survive the expiration or termination of this Contract.

c. **Data Security.** VENDOR is responsible for safeguarding CITY data and Content from unauthorized access. All CITY data and Content will be stored, processed, and maintained in accordance with state and federal privacy and data protection laws and solely in data centers located in the United States. VENDOR agrees to immediately notify CITY of any unauthorized use, copying, or disclosure of the Content or portal accounts of which VENDOR becomes aware and agrees to immediately take such actions as are necessary to end and prevent any such use, copying, or disclosure. VENDOR acknowledges and agrees that any unauthorized use, copying or disclosure may cause immediate and irreparable injury to CITY or to third parties, and in such event, CITY may seek and obtain injunctive relief, without bond or other security, in addition to other remedies available at law and in equity.

d. **Indemnification for Intellectual Property.** VENDOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of or actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, copyright, or other proprietary right of any third party, arising out of the use or sale of VENDOR's cloud-based services (other than for liability proved to be the fault of CITY). VENDOR's indemnification under this subsection applies only to: (i) unmodified software or cloud-based service licensed to CITY; (ii) software or cloud-based service modified by VENDOR for CITY; and (iii) software or cloud-based service modified with VENDOR's express permission. If a third party's claim endangers or disrupts CITY's use of the

cloud-based service, VENDOR shall, at CITY's option and at no charge to CITY, (a) replace the cloud-based service with a compatible, functionally equivalent and non-infringing product; (b) modify the cloud-based service to avoid the infringement; (c) obtain a license so CITY may continue use of the cloud-based service for the Contract term; or if these options are commercially unreasonable (d) return a pro-rata portion of the applicable fee paid by CITY.

e. **Subscription Term.** The beginning of the term of the initial subscription is subject to availability to the CITY of the contracted cloud based service and the parties agree that payment obligations for the license to use the cloud based service shall not apply unless and until the contracted cloud based service is available for use to the CITY.

f. **Backup and Recovery of Data.** VENDOR is responsible for maintaining a backup of the CITY data and content and for an orderly and timely recovery. VENDOR shall maintain a contemporaneous backup of CITY Content that can be recovered within a reasonable period of time.

g. **Waiver of Limitation of Liability.** VENDOR waives any limitation of liability in the Agreement for damages, costs and expenses resulting from VENDOR's breach of confidentiality or data security obligations, claims for which the VENDOR is insured and damages, costs and expenses payable under the VENDOR's indemnification obligations.

17. The terms and conditions of this Contract shall not be modified to conflict with this Addendum without the express written consent of the City of Melbourne.

IN WITNESS WHEREOF, the parties set forth above have set their hand and seal.

CITY:


CITY OF MELBOURNE, a Florida municipal corporation

By: _____
Jenni Lamb
As City Manager

Date: _____

VENDOR:

VuSpex Inc.

By: 
Name: Dane Demicell
As Authorized Agent

Date: 01/08/2026

ATTEST:

Kevin McKeown, City Clerk

Title of Attached Agreement: VuSpex Tyler

SOLE/SINGLE SOURCE REQUEST FORM

DATE:	1/30/2
TO:	Jenni Lamb
THRU:	Gregory Bunn
FROM:	Steve Innes
Product/Service Description:	VuSpex remote inspection software that allows City Inspectors to conduct remote inspections.

PART I

CHECK ONE: FIRST APPLICATION RENEWAL

SOLE SOURCE • SINGLE SOURCE • SOLE BRAND • STANDARDIZATION

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

REQUEST FOR: **SOLE SOURCE*** **SOLE BRAND***
 SINGLE SOURCE* **STANDARDIZATION***
 (More than one box above may be checked)

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

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

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

***STANDARDIZATION (used for multiple purchases and can be combined with the above; i.e. Standardization/Sole Source, Standardization/Sole Brand, Standardization/Sole Source/Sole Brand, etc.)**
This is the procedure of maintaining methods and equipment as constant as possible because of measurable benefits to the department and/or agency. Competition among distributors of a standardized brand will be attained if possible.

DEFINITION OF UNIQUELY*:
1. Being the only one of its kind

Item No. C. 12. a.

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

Order must be placed by:	End of February	Product/Service needed by:	March 14th 2026
Proposed Vendor: Address:	VuSpex 125 Hanger Way, Suite 210 Watsonville, CA 95076		
Brand:	VuSpex	Product #:	
Estimated Cost of Purchase:	\$24,500 First year	Account to be charged:	Total for 5 years \$103,591

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:

Only available software for remote inspection that works/connects with current permitting software(Ener-Gov).

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):

Only available software for remote inspection that works/connects with current permitting software(Ener-Gov).

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: \$

Only available software for remote inspection that works/connects with current permitting software(Ener-Gov).

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.

Working and researching this product for over tow years and waited until it was able to integrate with Ener-Gov. No other product is able to integrate with our current permitting software

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

Incalculable as private provide firms will increase their share of inspections and plan review services now provided by the City.

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):	Steve Innes	Date:	1/30/2026
Dept. Head Signature:	<i>Steve Innes</i>	Date:	2/17/2026

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 Brown / 2/17/2026
Procurement Team Member Date

DISAPPROVED: _____ If not approved state reason below:



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	Information Technology
Presenter:	Kevin Burns
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.b.

Subject:

Utilization of the State of Florida contract for temporary staffing for the Information Technology Department.

Background/Consideration:

The State of Florida issued a prequalification for Information Technology Staff Augmentation Services in 2023 and awarded a contract to multiple vendors. The Information Technology Department seeks authorization to utilize this contract to hire temporary staffing in support of critical departmental projects and operational initiatives. This interim support is necessary while the City awaits the completion of the IT Master Plan, which is expected to include recommendations regarding new positions, reclassification of existing roles, or redistribution of responsibilities within the Department.

The IT Department requires specialized technology professionals able to perform proactive updates across several essential systems that are part of the City's preventive maintenance program. This ensures compliance with manufacturers' recommended practices while mitigating risks related to system downtime, performance deficiencies, and cybersecurity vulnerabilities. Utilizing this contract will allow the City to maintain stable and secure IT operations while long-term organizational and staffing strategies are evaluated and finalized through the IT Master Plan.

Temporary staffing obtained through the State Contract will be deployed to address needs including, but not limited to, systems administration, network management, and computing device support. The IT Department intends to utilize multiple vendors from the state contract to fill the desired positions.

Contract/Solicitation:

This purchase utilizes the contract pricing from State of Florida contract number 80101507-23-STC-ITSA. This contract expires on September 30, 2027.

Fiscal/Budget Impact:

This purchase will be funded through Information Technology, Contractual Employee (13000516-534040).

Requested Action:

Approval of utilization of the State of Florida contract for temporary staffing for the Information Technology Department, multiple vendors - amount not-to-exceed \$280,000.

**Prequalification for Information Technology Staff Augmentation Services
Intent to Award**

ITB: 23-80101507-ITB

Date: September 26, 2023

As to the above-mentioned Invitation to Bid, pursuant to sections 287.057(1)(a) and 120.57(3), Florida Statutes, the Department of Management Services hereby posts its Notice of Intent to Award to the vendors identified in Exhibit A, Award Summary.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

In accordance with section 287.057(25), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Intent to Award:

Refer to Exhibit A, Award Summary, for the list of awarded and non-responsive vendors.

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

22nd Century Technologies, Inc.

3DiInc

3k Technologies,LLC

4 Corner Resources, LLC

5D Solutions Inc.

A Simplified Solution, LLC

A.B. Closing Corporation

A.G. Reeves Consulting, Inc.

Abacus service Corporation

Accenture LLP

Ace Infotech LLC

AceApplications, LLC

ADO STAFFING INC

Advanced Image Inc

Advanced Systems Design, Inc.

Advizex Technologies, LLC

Agama Solutions INC

Agile Global Solutions, Inc

Agile Logistix Inc.

Agilify

AgreeYa Solutions, Inc.

Alexis & Associates Consulting LLC

Alitek Solutions, LP

Alliance Global Tech Inc

Alltech Consulting, Inc.

ALPHAPRIMETECH INC.

Alphind Software Solutions, Inc.

ALTA IT Services, LLC

American Packaging I Inc

American Unit Inc

America's Workforce Solution, LLC

Amick Brow LLC

Amzur Technologies, Inc.

APEX SYSTEMS, LLC

Appteon Inc

Arc Analytics LLC

Ardent Technologies Inc

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Ark Infotech LLC
ARK Solutions Inc.
ArnAmy Inc.
Arrati Inc.
Arthur lawrence Management LLC
ASCENDING INC
Asclepius Solutions Inc.
ASSYST
Athomtech, Inc
Athreya INC
Atos IT Solutions and Services, Inc.
Augment HR Solution LLC
AVISTECH LLC
Bansar Technologies Inc
Baptiste Family Group Inc
Bay Systems, Inc.
Beacon Systems, Inc
Bell Federal Systems Inc.
BRAINPOWER INFOTECH llc
Brandt Information Services, LLC
Business Information Technology Solutions.com, Inc
Business Intelligence & Informatics Consulting Services, Inc
California Creative Solutions, Inc.
CanDoTech Consulting Inc
Canopy Management Consulting Group
Capital Staffing Solutions Inc.
Cavalry Support Systems LLC
CDW Government LLC
CGI Technologies and Solutions
Changing Technologies, Inc.
CHENDURDB TECHNOLOGY LLC
Cherry Bekaert
CherryRoad Technologies Inc.
ClarusTec, Inc

Section A
**Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders**

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Cleantech Ventures, Inc.
Cloud Consulting Services Inc
Cloud Navigator, Inc.
Cloud Unity LLC
CNC Consulting, Inc.
Code360
COGENT Infotech Corporation
Compass Solutions, LLC
COMPUNNEL SOFTWARE GROUP, INC
Computer Aid, Inc.
Computer Consultants International
Computer Training & Consulting LLC
Compu-Vision Consulting
Comtech LLC
Conduent State Healthcare, LLC
Consultis of Boca Raton, Inc.
Contextual Code
COOLSOFT LLC
Cornerstone Software Services
Creative Consulting Company
Crescens Inc.
Currier, McCabe & Associates, Inc.
Cyber Eye Solutions LLC
Cyber Sphere LLC
CyberHelp LLC
D3 Air & Space Operations, Inc
Data Meaning Services Group Inc
Data Systems Integration Group (DSIG)
DatamanUSA,LLC
Datasoft Technologies, Inc.
DC STAR SOLUTIONS INC.
Defined Software Development, LLC
Deloitte Consulting LLP
Delvacomm, LLC
DevCare Solutions Ltd
Diane Meiller and Associates, Incorporated
Digit Outsource Inc

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Digital Intelligence Systems, LLC

Dilytics Inc

Dogwood Management Partners

DP Professionals, Inc.

DPP Tech Inc

dynapro software consultancy inc

E7Strategies, Inc.

ECA Staffing Solutions, Inc.

Edify Technologies, Inc

Effervescent Consulting LLC

Effervo Technologies Inc

EHIS L.L.C

Eight Eleven Group

Emtec, Inc.

ENTERPRISE 24X7 INC.

Enterprise Solutions Inc

EPAM

ePATHUSA Inc

ePCHelp, Inc.

EPIC Engineering & Consulting Group, LLC

Epock Technologies LLC

EQTARA LLC

Ernst & Young U.S. LLP

ERP Analysts, inc.

ESELECT CONSULTING CORP

eSystems Inc

Excelsior Consulting Services, Inc

Experis US, LLC

Five Points Technology Group, Inc.

Focused HR Solutions, LLC

Formative Solutions

GCOM Software LLC

Geek Sources Inc

Gejits Infotech Inc

GENESYS Consulting Services, Inc.

Genoa Employment Solutions

Global Information Services, Inc.

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

GLOBAL VISSE INC

GlobalSource, Inc.

Go Security Pro LLC

Growing Tree Solutions LLC

Guidehouse Inc.

H3U LLC

Hallelujah Creative Group

Hays U.S. Corporation

HCL America Inc

HealthTech Solutions, LLC

HexaCorp

Hixardt Technologies, INC

Horne LLP

HPTech Solutions Inc

HTC Global Services, Inc.

HyperGen Inc.

IBB Technology Corporation

ICG LLC

IKON Software Services, LLC

Image Technology Resources Corp

IMCS Group

Indelible IT Advisory Solutions, LLC

Inficare Inc.

Infinite Computing Systems Inc.

Infojini Inc

InfoLogitech Inc.

Infostride, Inc.

Infosys Public Services

innoSoul, Inc.

Innova Solutions, Inc.

Innovation Technology Consulting Inc

Innovative Information Technology, LLC

Innovative Systems Group of Florida, Inc. d/b/a ISGF

Innoworld Information Technologies LLC

Insight Global

Inspiration Global, LLC.

Inspired Technologies of North Florida, Inc.

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

inSTAFF Solutions, LLC

Integrated Technology Solutions and Services Inc. (ITSSI)

IntegriSource, Inc

INTEGRITAS CONSULTING LLC

Inteletech Global Inc

Inteliblu LLC

IntellectFaces, Inc

Intellectual Capitol

Intelli ERP Software, LLC

Intelligize Data LLC

International Consulting Acquisition Corp.

International Software Systems Inc.

ISF, INC.

IT Leader USA LLC

IT RESOURCES INNOVATION, LLC

IT Staffing and Consulting, Inc.

IT Trailblazers LLC

ITG Associates LLC

K2S Global Solutions LLC

Kapoor IT Consulting LLC

Kash Tech LLC

Kelly IT Resources

Keshav Consulting LLC

Kforce Inc.

Kikoda, LLC

KLC Consulting, Inc.

KnowledgePro. LLC

Knowli Corp

Kolter Consulting Services LLC dba Kolter Solutions

KPMG LLP

Krasan Consulting Services Inc

KU TELECOM LLC

Kyra Solutions, Inc. (formerly known as Kyra InfoTech, Inc.)

LEGAL & IT CONSULTANTS INC

Lemar Information Management and Intellectual Technology Co

Level 4 Ventures, Inc.

Lifescale Analytics

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Lorven Technologies Inc.

Luxera

Mainline Information Systems, Inc.

MAPS Data Analytics, LLC

Marga Technologies LLC

Marquis Software Development, Inc.

Mastek Inc.

Mathtech, Inc

MAVERC LLC

Meridian Partners, LLC

Meridian Technology Solutions Inc.

Meridium Group, Inc.

MG Cloud Technologies LLC

MGT of America Consulting, LLC

Michael Clarke LLC dba Gravity IT Resources

Midtown Personnel Inc

MIKA CONSULTING, INC.

Millennium Consulting LLC

Millennium Franchise Group, LLC.

Mission Critical Partners, LLC

MMISME LLC

Momentum Consulting Corp

Montalbano & Associates, Inc.

Moten Tate, Inc.

MSGA Solutions LLC

MSW Staffing, LLC

MTECH SOFTWARE SOLUTIONS LLC

MYBASEPAY USA LLC

Nagarro Inc

NENZEN LLC

Northwest Partners

Nueve Solutions

Numbers Only, Inc

OLAN Associates LLC

OnCloud Solutions Inc

OneTechPlace, Inc.

Optimum Software Solutions, Inc.

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

ORCA Group LLC

OST, Inc.

OZ Digital, LLC

Paramount Software Solutions, Inc

Patterns LLC

Paul Consulting Group

PeerSource

Peraton State & Local Inc

Perseptia LLC

Phoenix Business Inc.

Piazza Technical Consulting

Pitisci & Associates LLC

Planet Technologies, Inc.

Powersolv Inc.

Pragmatic Solutions Inc

PREMIERTECH INC.

Presidio Networked Solutions LLC

ProCom Consulting, Inc

Procom Services

Professional Staffing Services Group Inc

PROINFY SOLUTIONS LLC*

Project Management Solutions, Inc. IA: 09/09

Protiviti Government Services, Inc

PruTech Solutions, Inc.

PSR Associates, Inc.

Public Consulting Group LLC

Q.E.D., Inc.

Queen Consulting Group, LLC

R4 Talent Solutions, Inc

RADcube

RADISE International, L.C.

Raks Group LLC

RamcoTek Consulting LLC.

Randstad Technologies, LLC.

RE/SPEC Inc.

Red Hills Services Inc.

Red Sun Technology

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

RedSalsa Technologies, Inc.
Resilient Business Solutions LLC
RESOURCE LOGISTICS INC
Resourcesoft, Inc.
REVISION Inc.
Revolution Technologies, LLC
RGC Digital
RICEFW Technologies Inc
RLTCORP Software Development Services
Rose International, Inc
Rover Resources, Inc
RSM US LLP
Rudram Engineering Incorporated
Ruvos
Saks Technologies Inc
Sanrose Information Services Inc.
Sapience.IT
SAROS TECH, LLC.
Saturn Tech LLC DBA Saanvi Technologies
SCONY IT STAFFING
SelectPro, LLC
Sentry IT, LLC
Seva Technologies LLC
SGS Technologie LLC
Shanu Tech LLC
SIGN - IN SOLUTIONS, INC.
SimRobotics Corp.
SkyBridge Resources
Smart Resources, Inc
SMX SERVICES & CONSULTING
SNI Companies
SoftHQ, Inc
SoftSages Technology
Software Information Resource Corp.
Software Integration Services Inc
Software People Inc.
Software Resources Inc

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Solutions3 LLC

Sonus Software Solutions Inc

SOVRANO Enterprise, LLC

Spruce Technology, Inc.

SRR International, Inc

SRS Consulting Inc.

Steck Systems, Inc.

Stellar IT Solutions

STEPS TALENT, LLC

Steven Douglas Associates, LLC bda StevenDouglas

Strategic IT Alignment Group, LLC

Strategic IT Consulting,

Strategic Optimization and Research LLC

Stratice, LLC

Sun Technologies, Inc.

SunPlus Data Group

SVAM International Inc

synergy Software Solutions, Inc.

Synergy Technologies LLC

System Soft Technologies, LLC

SYSTEMDOMAIN

Tal Search Group, Inc.

TalenTech Digital

Talon Professional Services, LLC

Tanu Software Solutions Inc.

Taproot Solutions Inc

TCecure, LLC

Tech Army, LLC

Tech Valley Talent, LLC

Techforce Services Inc.

TechniBorn INC

Technical Recruiting Solutions, Inc.

Technology Assurance Labs LLC

TechOne Partners, Inc.

Techpillars, Inc.

Tech-Span consulting llc

TechVoE, Inc.

Section A
Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

TECKpert LLC
TEKBANK CONSULTANTS, INCORPORATED
Tekgence Inc.
TekStream Solutions, LLC
TEKsystems, Inc.
Telefroce, LLC (Titan Technologies)
THATCHER MATHIAS, INC.
The ACT-1 Group, Inc. dba ATIMS
The Ashvins Group, Inc
the Canopy of Technology, Inc.
The Consultants Consortium, Inc.
The Evolvers Group L.P.
The Greentree Group, Inc.
The Little Group
The North Highland Company LLC
The Talent Source, Inc
The Tews Company
Tidal Basin Government Consulting, LLC
TIDAL IMPACT LLC
Trigyn Technologies, Inc.
Trinity IT Services LLC
Trivision Group Inc
Trulight LLC
Tryfacta Inc.
Underwood Sloan & Associates, LLC
United Data Technologies, Inc.
V Group Inc.
V2Soft, Inc.
V3iT Consulting, Inc.
Vaco LLC
VA-Tech Services
Vcarve, Inc.
Vector Consulting, Inc.
Venatore LLC
Venvi Consulting, LLC
Vertex Computer Systems, Inc.
VGreen Enterprises LLC

Section A
**Prequalification for Information Technology Staff Augmentation Services:
Responsive Bidders**

*Unless noted in Section C, the Bidders listed have been awarded in all job titles in which they responded.

Vidhwan Inc,
Vinali LLC
Vinsys Information Technology Inc
Virpie Inc
Virtuoso Technology Solutions LLC
Visionaryz Inc.
Visium Resources, Inc.
Vitaver and Associates, Inc.
VIVA USA INC
vTech Solution Inc
WadiTek LLC
WESECONDCHANCE
Workflow Technologies Inc
Yochana IT Solutions Inc.
Yom Solutions LLC
Zion Cloud Solutions LLC
Zirlen Technologies Inc.

Section B
**Prequalification for Information Technology Staff Augmentation Services:
Non-Responsive Bidders**

Aurora Consulting Inc
C2S Technologies Inc.
EXP35 LLC

Section C
**Prequalification for Information Technology Staff Augmentation Services:
No Award in the following job titles:**

Job No. 3430 - Data Warehouse Analyst - PROINFY SOLUTIONS LLC
Job No. 3610 – Decision Support Specialist - PROINFY SOLUTIONS LLC
Job No. 4220 – ERP Configurer - PROINFY SOLUTIONS LLC



State of Florida

Notice of Intent to Award

Prequalification for Information Technology Staff Augmentation Services

ITB: 23-80101507-ITB-Supplemental25

Date: October 1, 2025

The State of Florida, Department of Management Services (Department), has posted a **Notice of Intent to Award**.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Any protest concerning this agency decision must be timely received by the Agency Clerk.

Protests may be filed by courier, hand delivery, or regular mail at:

Department of Management Services, Attention: Agency Clerk
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399-0950

Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

Intent to Award:

The Responsive Bidders listed below have been awarded in all job titles in which they responded:

Responsive Bidders:

- **427 Solutions, LLC**
- **A-B Computer Solutions, Inc.**
- **Abridge Info Systems Inc**
- **Acro Service Corp**
- **Adaptive Information Technology Services LLC**
- **ADG TECH CONSULTING, LLC**
- **ADITI LLC**
- **ADPMN Inc**
- **Adtech LLC**
- **Advanced Analytical Systems, Inc**
- **ADVANCED SOFTWARE DESIGNS INC.**
- **Advizex Technologies, LLC**
- **AGELIX CONSULTING LLC**
- **AIP US, LLC**
- **Alliance Analysts Inc.**
- **Ambroise Consulting Group, LLC**
- **Amer Technology Inc**
- **ampcusincva**
- **AnalysisWorks, LLC**
- **Andvaris Inc**
- **Apptad, Inc.**
- **ARBOLA, INC.**
- **Ariel Unlimited LLC**
- **Aroha Technologies, Inc**
- **Ascension Federal Services, Inc.**
- **Asoft Consulting LLC**
- **ASR Tech Group**
- **ATC - American Technology Consulting**
- **AUCTRA SOLUTIONS LLC**
- **Avenues International Inc**
- **Avexon, LLC**
- **Avid Systems, LLC**
- **Avyanika Solutions LLC**
- **Ba Global Talent**
- **Base One Technologies**
- **Before You Solutions LLC**
- **Betis Group, Inc.**

- **BH Zion, LLC**
- **Bidowali LLC**
- **BISOFT CONSULTANCY SERVICES LLC**
- **bj conceptsinc inc**
- **Blue5Green LLC**
- **Bluestone Information Systems Inc**
- **BPM Advisors, LLC**
- **Bravent LLC**
- **Bravura Information Technology Systems, Inc.**
- **Bumblebee Broadband LLC dba Bumblebee IT Services**
- **Business Integra Technology Solutions, Inc.**
- **C2 Technologies, Inc.**
- **Capital Consulting LLC**
- **Carrollton Enterprise Services**
- **CAYS Inc.**
- **Cayuse Civil Services, LLC**
- **Cendien**
- **Central Point Partners, LLC**
- **Centurion Consulting Group, LLC**
- **CEO Strategies Group**
- **Chetu Inc.**
- **CiberSQL**
- **Cinteot Inc**
- **CIYIS LLC**
- **Cleo Consulting Inc**
- **Cloud9 Security Services Inc**
- **CloudAI Technologies LLC**
- **Code Equity Group LLC**
- **Code Tech Inc**
- **COJANT LLC**
- **Computer Task Group, Inc.**
- **Computer Technologies U.S.A. LLC**
- **ConnectTel, Inc.**
- **Conseqta Technology LLC**
- **Consultadd Inc**
- **Cook Systems International**
- **Corporate Solutions General Inc.**
- **Coventry Innovation Advisors LLC**
- **Creative Information Technology, Inc.**
- **Cronus Digital LLC**
- **CSI IT, LLC**
- **CyberStorm Defense L.L.C.**

- **Cynet Systems Inc**
- **Cynosure Technologies LLC**
- **Cyquent, Inc**
- **Dancing Bear Federal LLC**
- **DB Technology Solutions Inc.**
- **Dedicated Tech Services, Inc.**
- **Devfi Inc**
- **Devout Corporation**
- **Dhaka Technologies Limited Company**
- **Digital Consulting Services Inc.**
- **Donato Technologies Inc**
- **DTEK Consulting Services Inc**
- **EagleGrace Global**
- **Efovinity Inc**
- **EK M365 Pioneer LLC**
- **Elegant Enterprise Wide Solutions, Inc.**
- **ELYON International, Inc.**
- **EMONICS LLC**
- **Empower HIV Health, LLC**
- **Enterprise Solutions Incorporated**
- **EPISDATA INC.**
- **eTRANSERVICES Corp.**
- **Evolutyz Corp**
- **Form 10 Group, Inc**
- **Fors Marsh Group, LLC**
- **Fortius Technologies Inc**
- **FRONTALL USA LLC**
- **Fusion HCR Staffing LLC**
- **Futran Solutions Inc**
- **FutureSoft Consulting Inc**
- **Genius Road, LLC**
- **GenSigma LLC**
- **Global Market Innovators DBA GMI**
- **Global Solutions Group**
- **GlobalPoint Inc**
- **GSSI Solutions, Inc**
- **Hayes E-Government Resources, Inc.**
- **HCL Global Systems Inc**
- **Healthcare Staffing Professionals, Inc.**
- **Hector Systems Inc**
- **Helixbeat LLC**
- **Herd Consulting, Inc.**

- HighCloud Solutions, Inc.
- HIGHSQUARE LLC
- Hireteq Solutions Inc
- IB NETWORK INC
- iCUBE Systems, Inc.
- Infinite Computing Systems Inc.
- Info Labs INC
- Infodyne Solutions LLC
- InfoObjects, Inc.
- INFOQUEST CONSULTING GROUP INC.
- Information Resource Group, Inc.
- Infosys International, Inc.
- INNOVATIVE SOFTWARE SERVICES INC.
- Instant Technology LLC
- Interbase Corporation
- Internal Data Resources, Inc.
- IT Associates Inc
- IT Automation LLC
- iTek People Inc
- Jacobs Engineering Group, Inc.
- James Moore & Co
- JBZIM Properties LLC (DBA AcceleratedPM)
- Johnson Technology Systems, Inc.
- JSM Consulting Inc
- K.L. Scott & Associates, LLC.
- Kashvida
- Kastech Solutions LLC
- Kovan Technology Solutions, LLC
- KR3 Information Systems Inc
- KSC GLOBAL
- Kunz, Leigh & Associates
- L2R Consulting
- LITMUS QUALITY ASSURANCE LLC
- Local People, LLC
- Lorvenk Technologies
- Maddisoft LLC
- MakarySoft LLC
- Marcman Solutions
- Matrix Systems and Technologies, Inc
- Mavros
- MEGA SOFTWARE SOLUTIONS INC
- Megan Soft Inc

- Meridian Technology Group, Inc.
- meritore technologies
- Metrics, LLC
- Milligan Partners Liability Company
- MILVETS Systems Technology Inc.
- Sargad LLC
- Mindsys Inc
- Mission1st Group, Inc.
- Model Initiatives LLC
- Morph Enterprise LLC
- MSL TECH SOLUTIONS
- MSys Inc
- Multiverse Technologies LLC
- Napa Analytics LLC
- Natumatic Inc
- ND Global Consulting Services Inc.
- NeevSys Inc.
- Netsynk Inc.
- New Math Data PubSec, LLC
- Newport Technical Consulting Services
- Nexon IT LLC
- NexSolv Inc
- NextCen Consulting LLC
- NextGen Energy
- NextRow, Inc
- Nomic Federal Health JV LLC
- NRI, Inc.
- Nutge LLC
- Oakland Consulting Group, Inc.
- Omm Inc.
- ONSITE IT ADVISORS LLC
- OP Consulting Group LLC
- Optimum Technology & Services, LLC
- Optimus Technology, Inc
- Orada Tech Edison LLC
- P3S Corporation
- Paperwhite, LLC
- Patriot Talent Solutions
- Pelxon IT Consulting and Staffing LLC.
- People Technology and Processes
- PMCS Services, Inc.
- Previs Solutions LLC

- **PriceSenz LLC**
- **Prisa Consulting Services LLC**
- **Private Label Staff**
- **Profile Tech, Inc.**
- **Programsoft LLC**
- **Prolifics Inc**
- **ProTec Integration**
- **Purple cow recruiting**
- **QBrainX Inc**
- **RADcube**
- **Rang technologies Inc.**
- **Raya Workforce**
- **RayLogic Systems**
- **Raytek Federal Corporation**
- **RCI Technologies**
- **Redd Solutions**
- **REQT CONSULTING**
- **ResponseForce1, LLC**
- **Reuben Cooley, Incorporated**
- **Rex Black, Inc**
- **Reyinfotech, LLC**
- **Rise Hire**
- **Riverton & Associates, Inc.**
- **RJT Compuquest, Inc.**
- **RR Infotech Inc**
- **S4UiTech LLC**
- **Sacramento Consulting Group**
- **Sage Group Technologies Inc**
- **Saguna Consulting Services LLC**
- **Saj Technologies LLC**
- **Sara Software Systems, LLC**
- **Satagroup**
- **SBase Technologies, Inc.**
- **SBR Consulting INC**
- **Sebenza, LLC**
- **Securance LLC**
- **Sedna Consulting Group Inc**
- **Sehmi Enterprise, Inc.**
- **Serigor, Inc.**
- **ServBeyond Solutions LLC**
- **Shibram Banerjee, Inc.**
- **Sikich LLC**

- **Simeon Global Consulting LLC**
- **Sita consulting services LLC**
- **SLG Innovation Inc.**
- **SoftDev Incorporated**
- **Softpath System, LLC**
- **Software Guidance and Assistance, Inc.**
- **SOPHON SOLUTIONS LLC**
- **Spartan Corp**
- **SRC TECH INC**
- **SRISAI INFO TECH LLC**
- **Striven Info Inc**
- **SRV Source**
- **SSAP Solution, INC**
- **StackNexus Inc**
- **Stafford Consulting Company, Inc.**
- **Star Seven Six GovTech, LLC.**
- **SteelToad Consulting LLC**
- **Stellar IT Solutions**
- **Strategic Communications**
- **Sukrta Technologies, LLC**
- **Super Technology Solutions Inc**
- **SWARTEK CORPORATION**
- **Sweent LLC**
- **Syas Technologies LLC**
- **Synapse Business Systems, Inc**
- **Synergy Consortium Services, LLC**
- **Talent & Acquisition LLC dba STAND 8**
- **Tech Connect Arizona, Inc.**
- **TechGuard Security, LLC**
- **Technogen Inc**
- **Technology Digest, Inc.**
- **Technology Solutions Provider, LLC**
- **TechStar Consulting Inc**
- **TechZon, Inc.**
- **Tekwings LLC**
- **TeleSolv Consulting Inc**
- **Thomas Howell Ferguson P.A.**
- **Transcend Business Solutions, LLC**
- **Trident Technical Solutions**
- **Trilogy International Inc.**
- **Trilogy Project Services, Inc.**
- **TriMerge Consulting Group, PA**

- **Trinus Corporation**
- **Triple E Partners, LLC**
- **Tsymmetry**
- **Unisoft Technology**
- **Unitech Consulting LLC dba Chameleon Integrated Services**
- **Universal Consulting Partners Inc.**
- **US Tech Solutions, Inc**
- **V2 Solutions**
- **Valiant Info Services, Inc.**
- **Valiant IT Services Inc**
- **Ven Solutions LLC**
- **Vetegrity, LLC**
- **VGen Technologies LLC**
- **Victor 12, Inc.**
- **Vishtek Consulting Services LLC**
- **Vision IT USA Inc**
- **Visionary Innovative Technology Solutions LLC**
- **Vitek, Incorporated**
- **Vitosha Inc.**
- **VNHL Solutions LLC**
- **Volition IIT Inc.**
- **V-PRO SOFTWARE SERVICES, INC**
- **VSP ASTRA SOLUTIONS LLC**
- **VSPN INFO TECH INC**
- **Webmobilez Inc**
- **Zenius Corporation**
- **Zillion Technologies Inc.**

The Responsive Bidders listed below have been awarded no new job titles as they have already received award under ITB 23-80101507-ITB for the same job titles:

Responsive Bidders Awarded No New Job titles:

- **BayInfotech LLC**
- **Diskriter, Inc.**
- **HyperGen Inc.**
- **St. Vincent DePaul Rehabilitation Service of Texas, Inc**
- **THEONE UNITED LLC**
- **TRIOPTUS, LLC**

The Bidders listed below were deemed non-responsive:

Non-Responsive Bidders:

- **AppMaisters Inc.**
- **Gritter Francona**

- **GSAP CONSULTING, LLC**
- **OPUSLINK CONSULTING LLC**
- **Phenom Consulting LLC**
- **Production Modeling Corporation**
- **Red Sun Technology**
- **Scully and Scully Consulting INC**
- **Select Computing, Inc.**
- **Solomons International, LLC**
- **Special Order Systems, Inc**
- **Starr and Associates, LLC**
- **Summit Tech Partners LLC**
- **Think IT Project Management LLC**



Melbourne City Council
March 10, 2026
City Manager's Item Report

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

Subject:

Professional Services Selection for the Pavement Management Plan and authorization to negotiate a contract with Michael Barker International, Inc., Jacksonville FL.

Background/Consideration:

The process to select a consultant for the professional services for the development of an updated Pavement Management Plan began on December 12, 2025 with a public advertisement requesting qualifications from interested professional consulting firms.

On February 9, 2026, five (5) applicant firms submitted their qualifications. Three (3) of the firms' responses were deemed responsive. Two (2) firms submittals were deemed non-responsive for failing to submit all or the required addendum acknowledgments. The three (3) responsive firms were as follows: Stantec Consulting Services, Inc., Orlando, FL; Kimley Horn & Associates, Inc., Melbourne, FL; and Michael Barker International, Inc., Jacksonville, FL.

A five-member consultant selection committee was formed from staff within the Engineering Department, Streets and Stormwater Division and Community Development Department. The selection committee ranked Michael Barker International, Inc. as the top firm.

Fiscal/Budget Impact:

No fiscal impact at this time. When the contract is awarded, funding will come from Project No. 68124.

Requested Action:

Approval of the selection committee's recommendation of Michael Barker International, Inc. of Jacksonville, FL, as the top ranked firm to provide professional services for the development of the Pavement Management Plan update for the City of Melbourne; and authorization of staff to negotiate a contract with Michael Barker International, Inc. of Jacksonville, FL for the Pavement Management Plan update for the City of Melbourne.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: J. Danielle Straub, Assistant City Engineer
Date: February 25, 2026
Re: Professional Services Selection for Pavement Management Plan

The process to select a consultant for the professional services for the development of an updated Pavement Management Plan began on December 12, 2025, with a public advertisement requesting qualifications from interested professional consulting firms.

Selection Process

Competitive selection is composed of the review, evaluation and ranking of the qualification packages by staff committee. If a clear, unanimous first-place ranking was determined from the firm responses the committee has the option to proceed directly to requesting permission from City Council to commence negotiations. If the committee expressed interest in potentially awarding contracts beyond the first-place firm a short-list determination was made followed by presentations by the short-listed firms and final ranking process.

If there was not a clear first-place ranking, or the selection committee expressed interest in selecting additional firms, a short-list determination will be made followed by presentations by the short-listed firms and final ranking process.

A recommendation is then given to Council requesting authorization to negotiate with the top-ranked firm(s). Finally, upon completing the negotiations, the contract is returned to Council for final approval.

Committee

A five-member consultant selection committee was formed from staff within the Engineering Department, Streets and Stormwater Division and Community Development Department.

Applicants

On February 9, 2026, five (5) applicant firms submitted their qualifications, Three (3) of the responses were deemed responsive. (2) firms' submittals were deemed non-responsive for failing to submit all or the required addendum acknowledgements.

The three responsive firms were as follows:

Stantec Consulting Services, Inc., Orlando, FL

Kimley Horn & Associates, Inc., Melbourne, FL

Michael Barker International, Inc., Jacksonville, FL

Short Listing

The committee determined that due to the number of responsive firms and the nature of the work that short listing and in-person presentations would not be necessary.

Submittal Scoring

The qualifying statements were reviewed, and the applicants were scored based on the contents of the submittals. The committee used score sheets to rate the consultants, with the maximum total score available of 100 points. The committee met after reviewing the RFQ packages submitted by the responsive candidate firms, tabulated the scores, determined the presenting firm ordinal ranking, and collected the score sheets from each of the members along with discussing the number of firms to recommend to the City Council. The firm with the lowest Ordinal ranking is presented to the Council for approval to proceed to negotiate a contract.

The results of the presentation scoring were:

Company	James Ennis, Chair, Engineering	J. Danielle Straub, Engineering	William McDonald, Streets & Stormwater	Francisco Tackett, Engineering	Todd Corwin, Community Development Department	Total Score
Stantec Consulting Services, Inc.	3	1	3	1	3	11
Kimley Horn and Associates, Inc.	2	3	1	1	1	8
Michael Barker International, Inc.	1	1	2	1	2	7

Fiscal/Budget Impact

No fiscal impact at this time. When the contract is awarded, funding will come from Project No. 68124.

Recommendation

Recommend that City Council approve the selection committee's recommendation of Michael Barker International, Inc of Jacksonville FL, as the top ranked firm to provide professional services for the development of the Pavement Management Plan update for the City of Melbourne.

Recommend the City Council authorize staff to negotiate a contract with Michael Barker International, Inc of Jacksonville FL, for the Pavement Management Plan update for the City of Melbourne.



Melbourne City Council
March 10, 2026
City Manager's Item Report

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

Subject:

Contract award to In Depth, Inc., Bunnell, FL for the Annual Installation, Maintenance and Emergency Repair for Navigational Aids and Channel Markers.

Background/Consideration:

The City issued a solicitation, ITB No. ITB-NAV-0-2026/KB, for the installation, maintenance and emergency repair for navigational aids and channel markers and received two (2) bids from In Depth, Inc., Bunnell, FL and Underwater Engineering Services, Inc., Fort Pierce, FL. After staff reviewed the bids, only one contractor, In Depth, Inc., was deemed to have provided a responsive, responsible bid. Underwater Engineering Services, Inc.'s bid was deemed non-responsive due to the failure to include the required contractor's license.

In Depth, Inc. of Bunnell, FL was the lowest responsive and responsible bidder in the amount of \$67,400. The bid value represents one unit of each of the line items listed in the contract for material, labor, and equipment necessary for the installation and repair of navigational aids and channel markers. The term of this contract is three (3) years with the option of two (2) one-year renewals.

Fiscal/Budget Impact:

There is no fiscal impact with this award of the contract. However, work orders will be issued in the future.

Requested Action:

Approval of a contract award to In Depth, Inc., Bunnell, FL for the Annual Installation, Maintenance and Emergency Repair for Navigational Aids and Channel Markers.

City's Bid Opening Sheet			City of Melbourne			
Project Name: Annual Installation, Maintenance and Emergency Repair for Navigational Aids and Channel Markers			Addendum:			
Project Number: n/a		1-2/3/2026		2- 2/11/2026		
Bid Opening Date and Time: February 20, 2026 @ 3:00 PM						
Engineer: T. Gillen						
Bidder:	In Depth, Inc. 1473 Old Haw Creek Rd Bunnell, FL 32110	Underwater Engineering Services, Inc. 3306 Enterprise Rd Fort Pierce FL 34982				
Description	Verified	Verified	Verified	Verified	Verified	Verified
BID BOND OR SECURITY	x	x				
ACKNOWLEDGED ADDENDUM	x	x				
COPY OF LICENSE (Marine Specialty)	x	not provided				
SIGNED DRUG-FREE WORKPLACE FORM	x	x				
TRENCH SAFETY AFFIDAVIT	x	x				
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	x	x				
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS	x	x				
CERTIFICATION OF NON SEGREGATED FACILITIES	xx	x				
ASSERTION OF PROPRIETARY INFORMATION	x	x				
CERTIFICATION REGARDING SCRUTINIZED COMPANIES	x	x				
AFFIDAVIT OF CONTRACTOR'S COMPLIANCE (e-VERIFY)	x	x				
AFFIDAVIT NO COERCION	x	x				
CERTIFICATION REGARDING LOBBYING	x	x				
CONFLICT OF INTEREST CERTIFICATION	x	x				
FOREIGN COUNTRY OF CONCERN ATTESTATION	x	x				
LOCAL VENDOR PREFERENCE	x	x				
BIDDERS QUESTIONNAIRE	x					
TOTAL BID	\$67,400.00	\$113,308.00				

CITY OF MELBOURNE FLORIDA

**BIDDING AND CONTRACT DOCUMENTS
AND CONSTRUCTION SPECIFICATIONS FOR**



**ANNUAL
INSTALLATION, MAINTENANCE, AND
EMERGENCY REPAIR WORK FOR
NAVIGATIONAL AIDS AND CHANNEL
MARKERS**
(ITB-NAV-0-2026/KB)

January 2026



DIVISION “A”
INVITATION TO BID

ANNUAL INSTALLATION, MAINTENANCE, AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS

DIVISION "A"**INVITATION TO BID**

Sealed bids will be received by the City of Melbourne, Florida, through the Engineering Department, **900 East Strawbridge Avenue, Melbourne, Florida, 32901**, until **3:00 p.m.**, local time, **March 2, 2026**, at which time and place bids will be opened and publicly read for constructing **ANNUAL INSTALLATION, MAINTENANCE, AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS**.

DESCRIPTION OF WORK

The work consists of furnishing all material, labor, permits, materials, licensing, supplies, transportation and other components necessary to provide navigational aids and channel marker annual maintenance and emergency repair services. Work orders will be issued on an as-needed basis.

Pricing is to include all equipment, labor, permits, materials, supplies, licensing, transportation, and other components necessary to provide navigational aids and channel marker installation and annual maintenance and emergency repair services. One mobilization and demobilization may be charged per request no matter the distance or number of items requested per repair or installation. Mobilization may not exceed more than 10% of the work order cost.

The work must be performed by employees of the Contractor, except that the Contractor may not subcontract more than up to 50% of the work based on the total contract price. Applicant may not utilize subcontractors for the role of project manager. A list of subcontractors must be provided for each work order. The successful bidder must have the following licenses: Marine Specialty Contractor License issued by the Florida Department of Business and Professional Regulation.

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder maintains a permanent place of business, has technical knowledge and practical experience included in this scope of work, has available organization and qualified manpower to perform the work, has adequate financial obligations incidental to the work, has not had just or proper claims pending against him or his work, and has provided similar services.

Bidder's Qualifications Questionnaire must be filled out and enclosed with the bid.

Milestone	Date
Advertisement	January 30, 2026
Deadline for Questions	February 16, 2026 at 3 p.m.
Bid Submittal	March 2, 2026
Contract Award	March 24, 2026

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

All questions about the meaning or intent of this Invitation to Bid must be submitted in writing at least fourteen (14) calendar days prior to bid due date. All questions must be directed to the City of Melbourne, 900 E. Strawbridge Avenue, Melbourne, FL 32901, Attention: Kacie Black, Engineering Department, or Kacie.black@mlbfl.org. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Bidders in submitting their bids.

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

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

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

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

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

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

END OF SECTION



DIVISION “C”

BID FORM

Bidder: In Depth, Inc.

CITY OF MELBOURNE (ITB-NAV-0-2026/KB)

ANNUAL INSTALLATION, MAINTENANCE, AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS

This is a bid of:

In Depth, Inc.

1473 Old Haw Creek Rd. Bunnell, FL 32110

Ph: 386-202-2771 Fax: N/A

(Contractor/Address/Phone No./Fax No.)

DIVISION "C"

BID FORM

(Sealed Bids in Duplicate)

TO: Honorable Mayor and City Council

Pursuant to and in compliance with your Invitation to Bid ITB-NAV-0-2026/KB under the bid letting date of March 2, 2026 the Instructions to Bidders and other documents related thereto, the undersigned hereby proposes to furnish all material, labor and equipment necessary for constructing **ANNUAL INSTALLATION, MAINTENANCE, AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS** located in Melbourne, Florida, as required by and in strict accordance with the contract documents, schedules, drawings, and all addenda, if any.

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

Definition: Allowance: Not to exceed amount reimbursed to the Contract. Appropriate documentation must accompany all pay estimates when applying for reimbursement. If written notice of award of this bid is mailed, telegraphed, or delivered to the undersigned within fifty-five (55) days after date of opening of bids, or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the bid as accepted, all within fifteen (15) days after the prescribed forms are presented to him for signature.

C1

ADDENDUM ACKNOWLEDGEMENT

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

No. 1 Dated 3FEB26

No. 2 Dated 11FEB26

No. _____ Dated _____



In Depth, Inc. _____ (SEAL)

Company Name

1473 Old Haw Creek Rd.

Address

Bunnell, FL 32110

City, State and Zip

By:  _____
Signature – **MUST BE BLUE INK**

(If Bidder is a corporation, attach evidence of authority to sign.)

Zachary Rogers President

Printed Name and Title

SCC131152633

License Number

080675834

Data Universal Number System (DUNS) number

ADDENDUM NO. 1

**CITY OF MELBOURNE, FLORIDA
ITB-NAV-0-2026/KB
ANNUAL INSTALLATION, MAINTENANCE AND EMERGENCY REPAIR FOR
NAVIGATIONAL AIDS AND CHANNEL MARKERS**

February 3, 2026

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

Pursuant to Section 255.0525 of the Florida Statutes, Advertising for Competitive Bids or Proposal, "(2) The solicitation of competitive bids or proposals for any county, municipality, or other political subdivision construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled prebid conference."

Florida Statutes allows for a period of at least 21 days for advertisement for projects exceeding \$200,000. Although the City's total contract value for the term of the contract is not anticipated to exceed \$200,000, the City hereby modifies its advertisement period for the subject project to 21 days, and a new bid opening date is therefore: **Friday, February 20, 2026**. Acknowledgement of addendum required.

ADDENDUM NO. 2

**CITY OF MELBOURNE, FLORIDA
ITB-NAV-0-2026/KB
ANNUAL INSTALLATION, MAINTENANCE AND EMERGENCY REPAIR FOR
NAVIGATIONAL AIDS AND CHANNEL MARKERS
FEBRUARY 11, 2026**

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

Attached is an updated bid form. No additional questions will be taken after the posting of this addendum.

Question/Answer:

The ITB requires a bid bond/security of 5% of total bid. Since this is a contract for potential future work and not a bid on an actual project, how do I determine the amount needed?

The bid bond is 5% of the total bid price amount.

**INSTALLATION, MAINTENANCE, RELOCATION AND REPAIR OF AIDS TO NAVIGATION
BID TABULATION**

Item	Description	Unit	Cost
1	Furnish and install single 12" pile	EA	6,250.00
2	Furnish and install double 12" pile	EA	7,500.00
3	Remove and dispose of pile	EA	3,450.00
4	Furnish and install large buoy	EA	4,150.00
5	Install only large buoy	EA	3,450.00
6	Remove and dispose of large buoy	EA	2,500.00
7	Service and straighten piling	EA	3,450.00
8	Furnish and install 1 anchor	EA	5,500.00
9	Install only 1 anchor	EA	4,900.00
10	Furnish and install 1 cable/chain	EA	4,200.00
11	Install only 1 cable/chain	EA	3,450.00
12	Furnish and install of 1 dayboard (5 to 15 SF)	EA	2,750.00
13	Furnish and install of 1 dayboard (15 to 30 SF)	EA	3,350.00
14	Installation only of 1 dayboard (5 to 15 SF)	EA	2,500.00
15	Installation only of 1 dayboard (15+ to 30 SF)	EA	3,000.00
16	Furnish and install 2 dayboards (back to back)	EA	3,750.00
17	Installation only 2 dayboards (back to back)	EA	3,250.00
TOTAL			\$67,400.00

Notes: 1. Mobilization costs - see Division A - Description of Work

BIDDER'S CHECK LIST (Bid Documents)

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City to help eliminate errors and omissions, which may render your bid non-responsive. *Please check all appropriate boxes and submit this page with your bid.*

Bid Packet

Document	Executed	Notarized	Submitted
Bid Form with Bid Proposal	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Bid Security (bond or check)	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Addendum Acknowledgement (if applicable)	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Drug-Free Workplace Form	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Florida Trench Safety Act Compliance Certification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Non-Collusion Affidavit of Prime Bidder	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (Oath)	<input checked="" type="checkbox"/>
Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primarily Covered Transactions (Prime Contractor)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Certification Of Non-Segregated Facilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assertion of Confidential/Proprietary Information	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> (If applicable)
Certification Regarding Scrutinized Companies List	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Affidavit of Contractor's Compliance with Employment Eligibility Requirements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (Oath)	<input checked="" type="checkbox"/>
Affidavit of No Coercion	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (Oath)	<input checked="" type="checkbox"/> (If applicable)
Copies of Required Licenses <i>*Note: A Business Tax Receipt <u>does not</u> qualify as a license</i>			<input checked="" type="checkbox"/>
Certification Regarding Lobbying	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Conflict of Interest Certification	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Foreign Country of Concern Attestation	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
Local Vendor Preference Form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (Oath)	<input checked="" type="checkbox"/>
Bidder Questionnaire	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

TOTAL # OF PAGES IN BID PACKET SUBMITTAL: 91 pages



DIVISION “D”
**CONSTRUCTION
AGREEMENT
&
COMBINATION
PERFORMANCE AND
PAYMENT BOND**

ANNUAL INSTALLATION, MAINTENANCE, AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS

DIVISION "D"

CONSTRUCTION AGREEMENT

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

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

1. The contract sum, subject to adjustment as provided herein, is \$_____.
2. This Agreement includes, but is not limited to, the following Contract Documents: (Mark "X" where applicable)
 - Division "A": Invitation to Bid
 - Division "B": Instructions to Bidders
 - Division "C": Bid Form
 - Division "D": Construction Agreement
 - Division "E": General Conditions
 - Division "F": Technical Plans and/or Drawings
 - Division "G": Federal and State Provisions (select applicable provisions)
 - Division "G": Federal and State Provisions – LAP Project (including Exhibit G-1 Specifications Package, Exhibit G-2 FHWA-1273 and Exhibit G-3 Title VI Assurances)
 - Division "G": Federal and State Provisions – ARPA Funded Project
 - Division "G": Federal and State Provisions – CDBG Project
 - Division "G": Federal and State Provisions – Other _____
 - Division "H": Special Conditions

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

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

ANNUAL INSTALLATION, MAINTENANCE, AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS

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

4. The period of this Agreement shall be for three years, beginning on _____, **20**____, and ending on _____, **20**____. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

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

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

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

WITNESSES:

_____	Contractor _____
Printed Name	Address _____
_____	_____
Signature	By: _____ (Seal)
_____	_____
Printed Name	Title _____

Signature	

ANNUAL INSTALLATION, MAINTENANCE, AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS

COMBINATION
PERFORMANCE AND PAYMENT BOND
ANNUAL MAINTENANCE AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS

BOND NO. _____

STATE OF FLORIDA
COUNTY OF _____

ALL MEN BY THESE PRESENTS: That we, _____,
_____, as Principal (hereinafter called "Contractor")
and _____ as
Surety (hereinafter called "Surety") are held and firmly bound unto CITY OF
MELBOURNE, as Obligee (hereinafter called "City"), in the amount of 100% on each
project work order exceeding \$50,000 Dollars for the payment of which we bind ourselves,
our heirs, personal representatives, successors and assigns, jointly and severally, firmly
by these presents.

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

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

CONTRACTOR: _____
[Business Name and Street Address]

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

SURETY: _____
[Business Name and Street Address]

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

PROJECT: _____
Melbourne, Florida

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

ANNUAL INSTALLATION, MAINTENANCE, AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS

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

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

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

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

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

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

ANNUAL INSTALLATION, MAINTENANCE, AND EMERGENCY REPAIR WORK FOR NAVIGATIONAL AIDS AND CHANNEL MARKERS

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

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

WITNESS:

(PRINCIPAL)/Contractor

_____(SEAL)
[Signature]

[Printed Name/Title]

WITNESS:

(SURETY)

_____(SEAL)
[Signature]

[Printed Name/Title]

COUNTERSIGNED _____

Title

END OF SECTION



**Melbourne City Council
March 10, 2026
City Manager's Item Report**

Department:	City Clerk's Office
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.12.e.

Subject:

Resolution providing for the cancellation of the June 23, 2026 regular City Council meeting.

Background/Consideration:

It has been City Council's practice to cancel the second regular Council meeting in the month of June to accommodate summer travel plans. The attached resolution provides for the cancellation of the June 23, 2026 regular City Council meeting.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Resolution No. 4411.

RESOLUTION NO. 4411

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE CANCELLATION OF THE JUNE 23, 2026 REGULAR CITY COUNCIL MEETING; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, Section 2-24 of the City Code provides that the City Council shall hold regular meetings on the second and fourth Tuesday of each month; and

WHEREAS, Section 2-24 of the City Code also provides that Council may alter the meeting schedule as a result of special circumstances through adoption of a resolution; and

WHEREAS, the City Council wishes to cancel the second meeting in June to accommodate summer travel.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the June 23, 2026 regular City Council meeting is hereby canceled.

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]



**Melbourne City Council
March 10, 2026
City Manager's Item Report**

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

Subject:

Items Removed from the Consent Agenda

Background/Consideration:



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	City Attorney's Office
Presenter:	Adam Conley
Council District:	2
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.14.

Subject:

Donation of City-Owned Property located at 2265 North Harbor City Boulevard, currently leased to the Disabled American Veterans.

Background/Consideration:

At the October 14, 2025 City Council meeting, City Council approved to waive the competitive bidding requirements and directed the City Manager and City Attorney to return to Council with a resolution for the donation City-owned property located at 2265 North Harbor City Boulevard. The property is currently leased by J.L. Golightly Chapter 32, Disabled American Veterans, Inc. ("DAV"). The DAV has leased the City-owned property since 1978 and requested that the City either donate or sell the property to their nonprofit organization.

The City Attorney has prepared a deed to transfer the property, as well as an Access and Public Drainage Easement to grant the City an easement for stormwater infrastructure and a baffle box located on the property. The current lease agreement for the property will also be terminated with this action.

Pursuant to Section 2-645 of Melbourne City Code regarding disposition of City-owned property, the purchase price of the conveyance must equal or exceed the City's estimate of fair market value of the City property, except for good cause shown to serve a public purpose. The proposed resolution includes language for City Council to find that the donation of the property to the DAV furthers the public interest of providing non-profit services to local disabled American veterans, constituting good cause shown to serve a public purpose. As the estimated fair market value of the property is over \$100,000, notice of this proposed disposition was also published and posted pursuant to Sec. 2-645, City Code.

Fiscal/Budget Impact:

Donation of City property estimated at \$100,000 or more.

Requested Action:

Approval of Resolution No. 4410.

RESOLUTION NO. 4410

A RESOLUTION OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AUTHORIZING THE DISPOSITION OF REAL PROPERTY FROM CITY OF MELBOURNE; SAID PROPERTY BEING LOCATED IN TOWNSHIP 27 SOUTH, RANGE 37 EAST, SECTION 09, 2265 NORTH HARBOR CITY BOULEVARD; MAKING FINDINGS; APPROVING THE DONATION OF THE PROPERTY TO THE J.L. GOLIGHTLY CHAPTER 32, DISABLED AMERICAN VETERANS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE, ACCEPT AND RECORD RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR RECORDATION; AND PROVIDING FOR ADOPTION.

WHEREAS, the City of Melbourne ("City") owns property located in Township 27 South, Range 37 East, Section 09 in Melbourne, Florida and being more particularly described as:

Block E, Varnum Park Subdivision as recorded in Plat Book 6, Page 78, of the Public Records of Brevard County, Florida.

Commonly referred to as 2265 North Harbor City Boulevard, Melbourne, Florida

(the "Property"); and

WHEREAS, the City has leased the Property to the J.L. Golightly Chapter 32, Disabled American Veterans, Inc. ("DAV") since 1978, as most recently memorialized in a Lease Agreement approved by Resolution No. 3822 on February 12, 2019 and recorded March 1, 2019 in Official Records Book 8379 Page 2083, Public Records of Brevard County, Florida; and

WHEREAS, the DAV recently requested that the City convey the Property by donation to DAV to facilitate DAV's eligibility for state and federal grants to improve and maintain the Property, and to continue its non-profit services to local disabled American veterans; and

WHEREAS, the City Council finds that the donation of the Property to the DAV furthers the public interest of providing non-profit services to local disabled American veterans, constituting good cause shown to serve a public purpose; and

WHEREAS, the City has stormwater utility infrastructure located on and adjacent to the

Property, and requires an access and public drainage easement over and across a portion of the Property to operate and maintain the stormwater utility infrastructure, and DAV has agreed to grant such an easement; and

WHEREAS, the City and DAV agree it is appropriate to terminate the existing Lease Agreement upon the conveyance of the Property from the City to DAV; and

WHEREAS, the Property is not “park property” or “waterfront property” as identified in City Code; and

WHEREAS, the City Council finds that conveyance of the Property will be in the best interests of the City; and

WHEREAS, approval of this resolution to convey the City’s interest in the Property is authorized pursuant to Section 2-645, Melbourne City Code, and pursuant to the powers in the City’s Charter and home rule powers set forth in Article VIII, Section 2, Florida Constitution of 1968 and Section 166.021, Florida Statutes.

BE IT RESOLVED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the City Deed, substantially in the form of the attached hereto, is hereby approved. The City Manager is hereby authorized to execute, accept and record documents necessary to donate and complete the conveyance of the Property from the City of Melbourne to DAV. The City Attorney is hereby authorized to execute any necessary closing-relating documents.

SECTION 2. That the approval of this donation and conveyance of the Property from the City to DAV is conditioned upon DAV granting and recording an Access and Public Drainage Easement, substantially in the form presented and subject to the approval of the City Attorney, concurrent with the City Deed.

SECTION 3. That the Termination of Lease Agreement, substantially in the form

presented, is hereby approved and the City Manager is hereby authorized to execute and record the Termination of Lease Agreement concurrent with the City Deed.

SECTION 4. That this resolution shall become effective immediately upon its adoption.

SECTION 5. That this resolution shall be recorded in the Public Records of Brevard County, Florida as an attachment to the recorded City Deed.

SECTION 6. That this resolution was duly adopted at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Attachment: City Deed

Resolution No. 4410

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

THIS INSTRUMENT PREPARED BY:
Adam M. Conley, City Attorney
City of Melbourne
900 East Strawbridge Ave.
Melbourne, Florida 32901

Property Appraiser's Parcel Identification Number: 27-37-09-52-E

CITY DEED

THIS CITY DEED, made this _____ by the **CITY OF MELBOURNE**, a Florida municipal corporation as Grantor, whose address is 900 East Strawbridge Avenue, Melbourne, FL 32901; to **J.L. GOLIGHTLY CHAPTER 32, DISABLED AMERICAN VETERANS, INC.**, a Florida non-profit corporation, as Grantee, whose address is 2265 N. Harbor City Boulevard, Melbourne, FL 32935.

WITNESSETH:

In consideration of the sum of \$10.00 in hand paid by the Grantee, the receipt of which is hereby acknowledged, Grantor does hereby donate, remise, release and quitclaim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described real property situated, lying and being in the County of Brevard, State of Florida, being more particularly described as:

BLOCK E of the Plat of Varnum Park, as recorded in Plat Book 6 Page 78 of the Public Records of Brevard County Florida.

SUBJECT TO the following:

1. Any restrictions, reservations and easements of record, governmental authority, any other matters of record, and taxes for the year 2026 and subsequent years.
2. An Access and Public Drainage Easement conveyed from Grantee to Grantor, as recorded in the Public Records of Brevard County, Florida concurrent with this City Deed.
3. Any and all easement interests dedicated or granted to the Grantor, or dedicated or granted to the Grantor on behalf of the public or to public utilities (whether such easements are platted, recorded, or unrecorded), are reserved by the Grantor. This deed shall not be construed to signify such easement interests have been quitclaimed, abandoned, or vacated by the Grantor.
4. Grantee shall maintain the improvement known as the "Big Orange" on the Property, and may only remove the Big Orange with the written consent of the Grantor.
5. **STRUCTURES AND OTHER IMPROVEMENTS ASSOCIATED WITH THIS TRANSFER ARE "AS IS" AND "WHERE IS"; AND SUBJECT TO ALL DEFECTS AND WITHOUT WARRANTY OF ANY KIND. GRANTOR SPECIFICALLY, AND**

WITHOUT LIMITING THE FOREGOING, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

6. In the event the Property is at any time vacated or abandoned for a period of more than 90 days, or in the event the Property is not utilized to provide non-profit services for disabled American veterans, then in such event all right, title and interest of the Grantee, or its successors and assigns, in the Property shall immediately revert and revest in the Grantor **CITY OF MELBOURNE** by operation of law, and Grantor may record an appropriate instrument in the Public Records of Brevard County upon exercising its vested reversionary interest. As a conveyance of real property made to a not-for-profit corporation, pursuant to §689.18(5), Florida Statutes, this vested reversionary interest is not subject to time limitations. This vested reversionary interest shall constitute a covenant running with the Property in favor of Grantor **CITY OF MELBOURNE**.

TOGETHER WITH ALL the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining, and Grantor specifically releases the automatic reservations and right of entry as set forth in Section 270.11, Florida Statutes.

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

[SIGNATURES ON FOLLOWING PAGE]

In witness whereof, the undersigned have set their hands and seals on the date first written above.
Signed, sealed and delivered in the presence of:

City of Melbourne,
a Florida municipal corporation

Witness Signature

Print Name
900 East Strawbridge Ave.
Melbourne, Florida 32901

By: _____
Jenni Lamb
City Manager

Witness Signature

Print Name
900 East Strawbridge Ave.
Melbourne, Florida 32901

Attest: _____
Kevin McKeown
City Clerk

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by () physical presence OR () online
notarization this _____ by Jenni Lamb, as City Manager of the City of
Melbourne, Florida, a Florida municipal corporation, on behalf of the corporation. She is
personally known to me.

Notary Public
State of Florida at Large
My Commission Expires:

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

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

Property Appraiser's PIN: A portion of 27-37-09-52-E

ACCESS AND PUBLIC DRAINAGE EASEMENT
(2265 N. Harbor City Boulevard)

THIS ACCESS AND PUBLIC DRAINAGE EASEMENT is made this ___ day of _____, 2026 between **J.L. Golightly Chapter 32, Disabled American Veterans, Inc.**, a Florida non-profit corporation, whose address is _____ (the "GRANTOR"); and the **CITY OF MELBOURNE**, a Florida municipal corporation, whose address is 900 East Strawbridge Avenue, Melbourne, Florida, 32901 (the "CITY").

WITNESSETH:

WHEREAS, pursuant to Resolution No. _____ and a City Deed recorded in Official Records Book _____ Page _____, the CITY donated and quitclaimed certain real property located in Brevard County, Florida to GRANTOR, said being more particularly described in the City Deed (the "DAV Property"); and

WHEREAS, as a condition of Resolution No. _____ and the City Deed, the GRANTOR was required to convey to the CITY an access and public drainage easement on a portion of the DAV Property; and

WHEREAS, the GRANTOR desires to grant to the CITY an access and public drainage easement over that portion of the DAV Property described in Exhibit "A" attached hereto and incorporated by reference herein (the "Easement Area"); and

THAT the GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, each to the other paid in hand, the sufficiency and receipt of which is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the CITY an easement for public access and drainage and treatment of stormwater and the placement, excavation, re-excavation, filling, installation, removal, repair, inspection, maintenance, construction, renovation, operation, replacement of, as well as the disconnection from or connection to, a stormwater drainage system, pipes, or swale for drainage of water, including but not limited to all appurtenant outfall structures, pipes, lines, tees, bends, meters, gauges, mechanical equipment, and valves, and

other appurtenances (hereinafter "Facilities") over, under, and across the Easement Area described in Exhibit "A".

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

- (a) The right of the public to convey stormwater drainage over and across the Easement Area;
- (b) The right, but not the duty, of the CITY, their employees, contractors, sub-contractors, agents, successors, and assigns, to control, inspect, install, maintain, alter, improve, repair, and rebuild and remove the drainage facilities over, under, and across the Easement Area;
- (c) The right, but not the duty, of the CITY, their employees, contractors, sub-contractors, agents, successors, and assigns, to trim, cut, or remove plants, trees, fences, or structures from the Easement Area; and
- (d) The right of the CITY, their employees, contractors, sub-contractors, agents, successors, and assigns, to have egress and ingress over the DAV Property to the Easement Area for the purposes expressed in this Easement.

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

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

The GRANTOR hereby covenants with the City that, for any and all portions of the DAV Property and the Easement Area, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey an easement in the same; that the GRANTOR hereby fully warrants the title to the said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes for the year the pending tax year and matters of record.

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

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

[SIGNATURES ON NEXT PAGE]

Signed, sealed and delivered
in the presence of:

GRANTOR:
**J.L. GOLIGHTLY CHAPTER 32, DISABLED
AMERICAN VETERANS, INC.,** a Florida non-profit
corporation

Signature of Witness #1
Name Printed/Typed

Address

By: _____
Name:
Title:

Signature of Witness #2
Name Printed/Typed

Address

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by () physical presence OR () online
notarization this _____ day of _____, 2026, by _____. S/He is
() personally known to me OR () has produced _____ as identification.

My commission expires: _____
Notary Public

The foregoing Access and Public Drainage Easement is accepted and agreed to by the City of
Melbourne, Florida, this ___ day of _____, 2026.

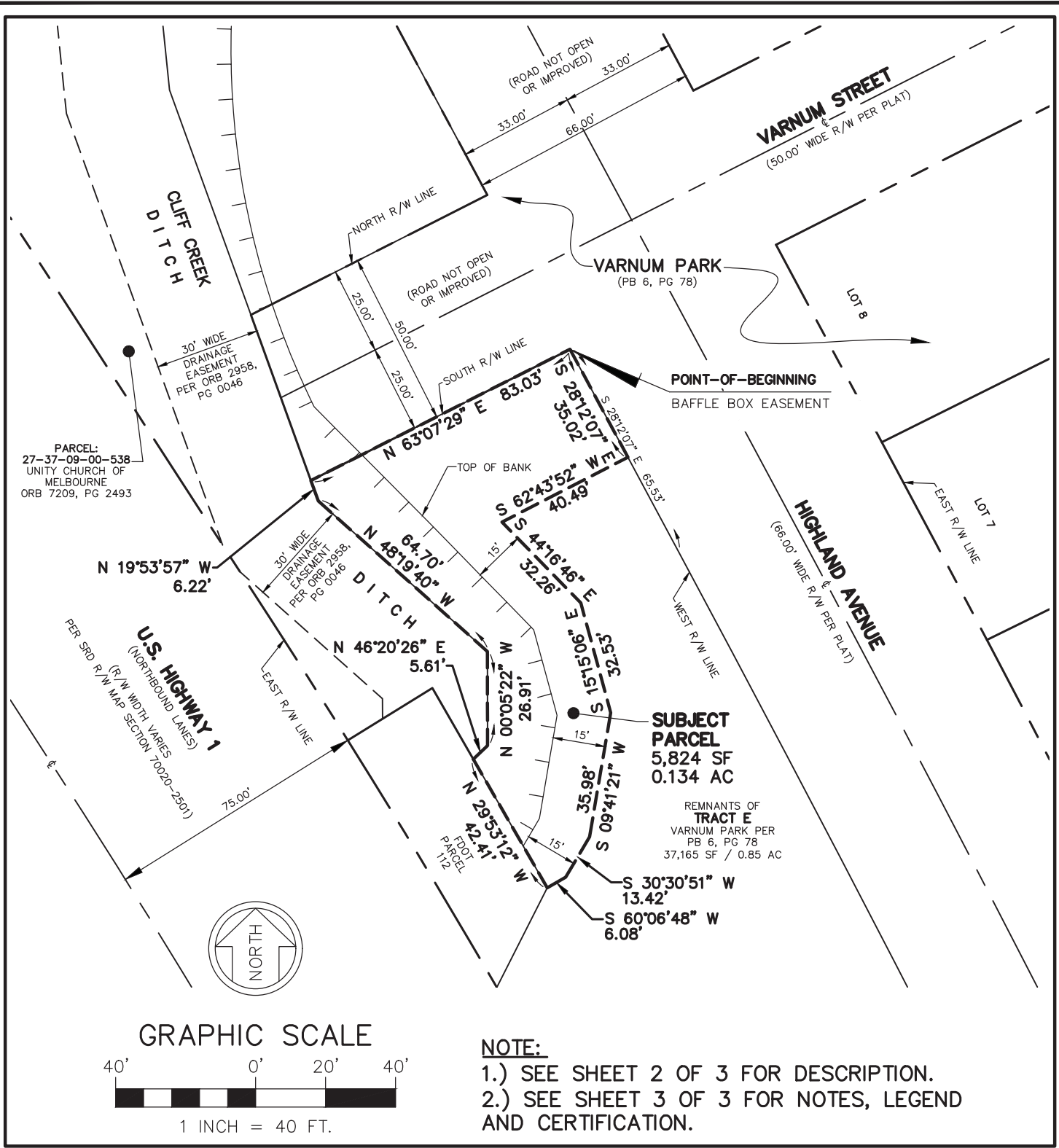
By: _____
Jenni Lamb
City Manager

ATTEST:

Kevin McKeown, City Clerk

Ex. A – Legal Description and Sketch of Easement Area

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SKETCH & DESCRIPTION PREPARED FOR:
CITY OF MELBOURNE
(CLIFF CREEK BAFFLE BOX)
BREVARD COUNTY FLORIDA

SHEET
1 of 3

DRAWN BY: LB CHECKED BY: JBC	SCALE: 1" = 40'	PROJECT NO. 25-1111.008	SECTION 9 TOWNSHIP 27 SOUTH RANGE 37 EAST
DATE: 2026-01-22	DRAWING: 21-1111.008-SK01.DWG	REVISIONS	
		DATE: 2026-02-02 DESCRIPTION: FDOT PARCEL LINE	

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

EXHIBIT "A"

DESCRIPTION: (BAFFLE BOX EASEMENT)

A parcel of land being a portion of Block E of the plat of Varnum Park as recorded in Plat Book 6 page 78, of the Brevard County public records all lying in Section 9, Township 27 South, Range 37 East, Brevard County, Florida and being more particularly described as follows:

Begin at the intersection of the southerly right-of-way line of Varnum Street and the westerly right-of-way line of Highland Avenue as shown on the Plat of Varnum Park as recorded in Plat Book 6 page 78, of the public records of Brevard County Florida; thence South 28 degrees 12 minutes 07 seconds East, along said westerly right-of-way line of Highland Avenue, a distance of 35.02 feet; thence South 62 degrees 43 minutes 52 seconds West a distance of 40.49 feet to a point lying 15.00 feet East, of the east top of bank of an existing ditch; thence parallel with and 15.00 feet east of said top of bank for the next four courses; thence South 44 degrees 16 minutes 46 seconds East a distance of 32.26 feet; thence South 15 degrees 15 minutes 06 seconds East a distance of 32.53 feet; thence South 09 degrees 41 minutes 21 seconds West a distance of 35.98 feet; thence South 30 degrees 30 minutes 51 seconds West a distance of 13.42 feet; thence South 60 degrees 06 minutes 48 seconds West a distance of 6.08 feet to a point on the easterly line of FDOT parcel number 112, pursuant to SRD map section 70020-2501; thence North 29 degrees 53 minutes 12 seconds West, along said east line, a distance of 42.41 feet to a point on the centerline of an existing ditch, said point also being on the easterly line of a drainage easement as described in OR Book 2956 page 46 of the public records of Brevard County, Florida; thence along the east line of said drainage easement the following four courses: North 46 degrees 20 minutes 26 seconds East a distance of 5.61 feet; thence North 00 degrees 05 minutes 22 seconds West a distance of 26.91 feet; thence North 48 degrees 19 minutes 40 seconds West a distance of 64.70 feet; thence North 19 degrees 53 minutes 57 seconds West a distance of 6.22 feet to a point on the southerly right-of-way line of Varnum Street, as shown on said plat; thence North 63 degrees 07 minutes 29 seconds East, along said said right-of-way line, a distance of 83.03 feet to the Point-of-Beginning.

Containing 5,824 square feet more or less and being subject to any easements and / or rights-of-way of record.

NOTE:

- 1.) SEE SHEET 1 OF 3 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 3 OF 3 FOR NOTES, LEGEND AND CERTIFICATION.



SKETCH & DESCRIPTION PREPARED FOR:
CITY OF MELBOURNE
 (CLIFF CREEK BAFFLE BOX)
 BREVARD COUNTY FLORIDA

SHEET
2 of 3

DRAWN BY: LB CHECKED BY: JBC	SCALE: N/A	PROJECT NO. 25-1111.008		SECTION 9 TOWNSHIP 27 SOUTH RANGE 37 EAST	
DATE: 2026-01-22	DRAWING: 21-1111.008-SK01.DWG	REVISIONS	DATE		DESCRIPTION

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
 PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

EXHIBIT "A"

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF HIGHLAND AVENUE BEING S. 28°12'07" E., BASED ON THE STATE PLANE COORDINATE SYSTEM FOR FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 AS ADJUSTED IN 2009 (NAD '83/'09).
2. SUBJECT PARCEL CONTAINS 0.13 ACRES (5824 SF) MORE OR LESS.
3. SEE SHEET 1 OF 3 FOR THE SKETCH.
4. SEE SHEET 2 OF 3 FOR THE DESCRIPTION.
5. PER SCHEDULE B SECTION II OF COMMITMENT FOR TITLE INSURANCE BY PENINSULA TITLE SERVICES, LLC FILE NO. 19-37366, DATED AUGUST 10, 2019 THE SUBJECT PARCEL IS SUBJECT TO THE FOLLOWING:
ITEM 7. A BLANKET STORMWATER AGREEMENT PER O.R. BOOK 2940, PAGE 1241 (NOT SHOWN).
ITEM 8. A BLANKET WATER AGREEMENT PER O.R. BOOK 2940, PAGE 1249 (NOT SHOWN).
6. THIS SKETCH AND DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTIES LISTED BELOW; COPIES ARE VALID ONLY WHEN BEARING THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL OR VERIFIED ELECTRONIC SIGNATURE AND SEAL.
7. CERTIFIED FOR THE EXCLUSIVE USE OF:

CITY OF MELBOURNE

LEGEND:

FND	FOUND
ORB	OFFICIAL RECORDS BOOK
DB	DEED BOOK
PG	PAGE
PB	PLAT BOOK
AKA	ALSO KNOWN AS
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
LS	LAND SURVEYOR
GL	GOVERNMENT LOT
⊕	CENTERLINE
TWP.	TOWNSHIP
RNG.	RANGE
NTS	NOT TO SCALE
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
AC	ACRES
FP&L	FLORIDA POWER & LIGHT COMPANY

CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AS PERFORMED UNDER MY DIRECTION AND SUPERVISION, AND THAT IT MEETS OR EXCEEDS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JOSEPH BARRY CABANISS, P.L.S.	DATE
FLORIDA SURVEYOR'S CERTIFICATE NO.:	4524
BUSSEN-MAYER ENGINEERING CERTIFICATE NO.:	3535

NOTE:

- 1.) SEE SHEET 1 OF 3 FOR SKETCH OF DESCRIPTION.
- 2.) SEE SHEET 3 OF 3 FOR NOTES, LEGEND AND CERTIFICATION.



SKETCH & DESCRIPTION PREPARED FOR:
CITY OF MELBOURNE
 (CLIFF CREEK BAFFLE BOX)
 BREVARD COUNTY FLORIDA

SHEET
3 of 3

DRAWN BY: LB CHECKED BY: JBC	SCALE: N/A	PROJECT NO. 25-1111.008		SECTION 9 TOWNSHIP 27 SOUTH RANGE 37 EAST	
DATE: 2026-01-22	DRAWING: 21-1111.008-SK01.DWG	REVISIONS	DATE		DESCRIPTION

100 PARNELL STREET • SUITE A • MERRITT ISLAND, FLORIDA 32953
 PHONE NO.: (321) 453-0010 • WEBSITE: WWW.DRMP.COM

c:\Users\PMARSH-2\AppData\Local\Temp\AcPublish_28472\25-1111.008-sk01.dwg

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

Prepared by:
City Attorney's Office
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

TERMINATION OF LEASE AGREEMENT
J.L. Golightly Chapter 32, Disabled American Veterans, Inc.
2265 N. Harbor City Blvd

THIS TERMINATION OF LEASE AGREEMENT (this "Termination") is made this _____, 2026 by **J.L. GOLIGHTLY CHAPTER 32, DISABLED AMERICAN VETERANS, INC.**, a Florida non-profit corporation (the "DAV"); and the **CITY OF MELBOURNE**, a Florida municipal corporation (the "City").

RECITALS

WHEREAS, on February 12, 2019 City Council adopted Resolution No. 3822 approving a Lease Agreement between the DAV and City, as recorded on March 1, 2019 in Official Records Book 8379, Page 2083 of the Official Records of Brevard County, Florida (the "Lease Agreement"); and

WHEREAS, on _____, City Council adopted Resolution No. _____, approving the donation of a portion of the property subject to the Lease Agreement to DAV; and

WHEREAS, the parties now desire to terminate the Lease Agreement concurrent with the conveyance of the property pursuant to Resolution No. _____.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, the Parties hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct, and are incorporated into this agreement.
2. Termination of Lease Agreement. Upon this Termination being effective pursuant to Section 3 below, the Lease Agreement shall terminate and be null, void, and of no further force or effect. However, the parties agree that Section 9 of the Lease Agreement, titled "Indemnification", shall survive termination for any claims prior to the effective date of this Termination.
3. Effectiveness and Recordation. This Termination of Lease Agreement shall be effective upon its recording in the Public Records of Brevard County, Florida. The parties understand and agree that this Termination of Lease Agreement is eligible for recording only upon and concurrent with the recording of the City Deed as approved by Resolution No. _____.

4. Governing Law. This Termination of Lease Agreement shall be governed by and construed under the laws of the State of Florida.

In witness whereof, the parties have executed this Termination of Lease Agreement the day and year as stated in the acknowledgement.

Signed, sealed and delivered

in the presence of:

J.L. Golightly Chapter 32, Disabled American Veterans, Inc., a Florida not-for-profit corporation,
a Florida non-profit corporation

Witness Signature

Witness Printed Name

Witness Address

By: _____

Name: _____

Title: _____

Witness Signature

Witness Printed Name

Witness Address

(CORPORATE SEAL)

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by (___) physical presence or (___) online notarization, this _____ by _____, as _____ of J.L. Golightly Chapter 32, Disabled America Veterans, Inc., a Florida non-profit corporation, on behalf of the corporation. S/He is personally known to me or has produced _____ as identification.

Notary Public at Large, State of Florida

Signed, sealed and delivered
in the presence of:

City of Melbourne,
a Florida municipal corporation

Witness Signature

By: _____
Jenni Lamb
City Manager

Witness Printed Name

900 E. Strawbridge Ave.
Melbourne, FL 32901

(CITY SEAL)

Witness Signature

Witness Printed Name

900 E. Strawbridge Ave.
Melbourne, FL 32901

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me by physical presence this
_____ by Jenni Lamb, as City Manager of the City of Melbourne,
a Florida municipal corporation, on behalf of the corporation. She is personally known to
me.

Notary Public at Large
State of Florida



Melbourne City Council
March 10, 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.15.

Subject:

Ordinance No. 2026-10, Conditional Use (CU2023-0009) with Site Plan Request (PLAN2024-0011) Wholeness to Freedom Ministries/Still Waters Brevard.

Background/Consideration:

This is the first reading of an ordinance for a conditional use to allow a school in C-R-1A (Single-Family Low Density Residential District) zoning, on 0.75± acre portion of an overall 3.49± acre property with site plan approval for a vocational school on the overall 3.49± acre property, zoned C-R-1A (Single Family Low Density Residential with a Conditional Use to allow a church and school) and C-1 (Neighborhood Commercial District). The property is located on the south side of Aurora Road, east and west of Ferndale Avenue, and west of League Avenue (Tax Account No. 2718972). The subject property is located in Council District 2.

Wholeness to Freedom Ministries owns 3.49± acres on both sides of Ferndale Avenue and would like to operate a vocational school on the west side of Ferndale Avenue as a second principal use on a portion of the existing, developed church property. Approximately 2.74± acres of the property is zoned C-1, which permits both the church and a school use; however, both require conditional use approval on the remaining 0.75± acres of the property zoned R-1A. City Council gave conditional use approval for a church and school in 1973 and the site has been used for both since that time; however, the church is now proposing a vocational school for adult women that also includes converting the existing 3-story educational building into a dormitory. Consequently, a conditional use must be applied to the 0.75±-acre portion of the property (west of Ferndale Avenue) zoned C-R-1A. Staff review of the business plan and supporting documents found the non-traditional educational program to be most like a vocational school, as it is for adults, providing hands-on, specialized training, and emphasizing practical skills to enter the workforce.

The applicant has submitted a formal site plan describing the interior modifications to the existing accessory church buildings. Educational classrooms will be held in the main, 2-story building that includes the church sanctuary and fellowship hall. This building will provide for the church services (held weekly on Sunday), the early childhood learning center and after-school programs, and student classrooms for both Still Waters Brevard and for the Chesapeake Bible College distance learning. The existing 3-story educational building will be renovated for student housing with a total of 18 dorm rooms (17 for students and 1 for the Resident Assistant), with 27 adult sleeping spaces that are accessory to the school. Renovations will be interior to the existing structure. The first floor will include the kitchen/dining area, common area, a computer lab, a handicap-accessible dorm room



and the Resident Assistant (RA) quarters. The second and third floors will provide for dorm rooms and a common room on each floor.

The educational program addresses six (6) key areas: financial, educational, careers, relational, spiritual, and health, equipping students with essential knowledge and practical skills to achieve long-term self-sufficiency. The maximum students per class is 12 and the teacher/student ratio is one teacher per six students. In order to graduate, students must complete a structured set of credit hours with benchmarks to move forward toward final certification.

The existing church and educational buildings exceed the front setbacks (20 feet) where abutting Aurora Road and Ferndale Avenue and the parsonage exceeds the building setbacks located on League Avenue. The buildings identified for the sanctuary, educational facilities and dormitory have an existing 14.73±-foot setback to the west property line, where abutting the single-family homes. This is non-conforming to today's residential setback requirement of 25 feet. However, the adjacent plat (Catalina) was recorded in 1964, which is after the church was originally constructed, and the abutting residential structures were constructed between 1977 and 1986 (according to the Brevard County Property Appraiser), which is after the conditional use approval to allow the 3-story educational building.

An alternative parking analysis identified a reduction in actual parking for the school, including the required on-campus housing for up to 27 adult students. Existing stabilized parking is provided north of the office building on the east side of Ferndale Avenue for worship services in the sanctuary, with paved parking to the south of the office. The paved parking will be modified to accommodate 13 paved parking spaces, including one handicap-accessible space and a new code-compliant dumpster. Upon approval, the property owner will be required to submit an engineering construction plan to the Engineering Department and corresponding permits for any applicable site improvements.

The neighboring properties to the west and north, along Aurora Road, are zoned C-1 and C-C-1. Across League Avenue to the east, the property is zoned R-2 (developed with apartments). The educational buildings are abutting a residential subdivision, zoned R-1A and the closest single-family residential home is approximately 29.3± feet from the existing educational buildings.

Staff supports the request as a vocational school with an accessory dormitory, as the applicants have demonstrated the necessary components of a vocational school, including an application/registration process, streamlined coursework with rubrics and assessments, both a classroom environment and hands-on learning, qualified staff and educators, and a graduation process. The proposed vocational school use, as proposed, has a limited number of students, is a low traffic generator and is a reduction in trips from the K-12 school previously co-occupying the site with the church. Additionally, the property has previously housed a K-12 private school that has operated for more than 10 years.

At the February 19, 2026 meeting, following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of these requests.

Fiscal/Budget Impact:

N/A

Requested Action:



Approval of Ordinance No. 2026-10 with PLAN2024-0011, 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: **Conditional Use Request (CU2023-0009) with Formal Site Plan request (PLAN2024-0011) Wholeness to Freedom Ministries Church and Vocational School**
Date: February 26, 2026

Owner/Applicants/Representative

- Owner– James Begley, Wholeness to Freedom Ministries, Inc.
- Applicant/Representative – Jake Wise P.E., Construction Engineering Group

Proposed Actions

- **Conditional Use request** to allow a school in C-R-1A (Single-Family Low Density Residential District) zoning, on a 0.75± acre portion of an overall 3.49± acre property; and
- **Formal Site Plan approval** to renovate existing accessory church buildings into a vocational school with a dormitory on an overall 3.49± acre property, zoned C-R-1A (Single Family Low Density Residential with a conditional use to allow a church and school) and C-1 (Neighborhood Commercial).

Location

The property is located on the south side of Aurora Road, east and west of Ferndale Avenue, west of League Avenue (1619 Ferndale Avenue), in Township 27S, Range 37E, Section 17 (Tax Account No. 2718972). This property is located within Council District 2.

History

The 3.49± acre property is developed as a church. The east side of Ferndale Avenue is zoned C-1, which allows a church as a permitted use. On the west side of Ferndale Avenue, the southern 0.75± acres is zoned C-R-1A, which allows a church with conditional use approval. The original 19,300-square-foot church building was constructed in 1963, and the residential “parsonage” building was constructed in 1938,

both prior to the merger between Eau Gallie and Melbourne (in 1969). The following is additional history for the property:

- 1972: The Tabernacle Baptist Church purchased the developed church property (prior to the merger), (ORB1222/PG632).
- 1973: City Council approved a conditional use for a 3-story educational building as an expansion to the existing school on the west side of Ferndale Avenue for The Tabernacle Baptist Church (CU-1973-07/Ordinance No. 1973-43).
- 1983: The 3,734±-square-foot church office building is constructed on the east side of Ferndale Avenue.
- 1987: The 3-story, 14,000±-square-foot educational building is constructed (per the approved conditional use).
- 2011: The Tabernacle Baptist Church filed for a name change to become The People of Destiny Christian Fellowship Church.
- 2018: Wholeness to Freedom Ministries purchased the property from The People of Destiny Christian Fellowship Church (ORB

From 1996 to 2020, the Community Christian School (a K-12 private school) co-occupied the property with The Tabernacle Church. Community Christian School began as a daycare with a pre-school and evolved into a K-12 private Christian school. Community Christian School is now located in Satellite Beach, Florida.

The property currently has Mixed Use and General Commercial Future Land Use Map classifications.

Adjacent Property Information

- Access:** Ferndale Avenue, a 60-foot-wide city-maintained local roadway that bisects the property north to south
League Avenue, a 60-foot-wide city-maintained local roadway located along the east property line
- Frontage:** Aurora Road, a 70-foot-wide, Brevard County-maintained roadway located along the north property line
- To the East:** Across League Avenue, 12-unit, multi-family residential apartments (single-story)
- Zoning:** R-2
- Land Use:** Mixed Use
- To the West:** Four single-family residential homes/lots from the Catalina Sec 2 Subdivision (PB; Shep's Diner)
- Zoning:** R-1A; C-1
- Land Use:** Low Density Residential; General Commercial
- To the North:** Across Aurora Road, property approved for Aurora Mini-Storage; Dollar General
- Zoning:** C-C-1; C-1

Land Use: General Commercial

To the South: City parking lot for the Tim Wakefield Sports Complex and the Pieloch Dog Park

Zoning: I-1

Land Use: Recreation

Wholeness to Freedom Ministries Academy – Still Waters Brevard.

According to the Business Plan, the Wholeness to Freedom Ministries wishes to establish Still Waters Brevard, a School of Transformation, which is a comprehensive educational program that incorporates a Christ-centered curriculum for single women and mothers through education and life skills training. Currently, students are housed off-campus; however, as part of the educational process, students are proposed to live on campus, in order to provide a “stable, nurturing environment that fosters academic and personal growth”. Still Waters Brevard is proposing an accessory dormitory to be located within the existing 3-story building.

The school will have an application process to become enrolled and prospective students will complete a phone interview, followed by an in-person interview and applicable assessments prior to being accepted into the program. Tuition is required for the program, which covers classes, books and supplies, room and board, counseling, weekly case management, and vocational training, as applicable.

The educational program addresses six key areas: financial, educational, careers, relational, spiritual, and health. The goal is to equip students with essential knowledge and practical skills to achieve long-term self-sufficiency. The maximum number of students per class is 12 and the teacher/student ratio is one teacher per six students. In order to graduate, students must complete the following credit hours during their time at school:

- Freshmen: 45 credit hours;
- Sophomore: 48 credit hours;
- Junior: 51 credit hours; and
- Senior: 54 credit hours.

Classes will be held in the existing 2-story educational building. Timing for successful completion of the program and graduation averages 18 months to two years. Students have the option to continue their education with the Chesapeake Bible College & Seminary, which is offered through Wholeness to Freedom Ministries.

Analysis of the Conditional Use Request

Wholeness to Freedom Ministries would like to operate a vocational school that includes a dormitory on the existing, developed church property. The conditional use standards are presented in Appendix B, Article IX, Section 5. A conditional use is required for this project due to the following:

- When a school use is proposed in the R-1A zoning district.
- When a church use is proposed in the R-1A zoning district.

The 1973 conditional use approval allowed for the church on residentially zoned property, along with a new educational building to expand the existing Tabernacle church school (daycare and pre-school for children), and to recognize the conditional use requirement under the new zoning rules for the two merged cities.

The reason for this conditional use request is for consideration of a vocational school (adults versus children), which also provides for student housing (dormitory). The proposed school will utilize existing buildings; no new buildings are proposed on the campus. All main educational activities will take place on the west side of Ferndale Avenue, except for the existing office building identified as 1619 Ferndale Avenue (located on the east side), which will provide for the reception area, administrative offices, counseling and ministry rooms, and meeting rooms for staff and volunteers.

Educational classrooms will be held in the main, 2-story building that includes the Wholeness to Freedom sanctuary and fellowship hall. This building will provide for the church services (held weekly on Sunday), the early childhood learning center and after school programs, and student classrooms for both Still Waters Brevard and for the Chesapeake Bible College distance learning.

The existing 3-story educational building will be renovated for student housing with a total of 18 dorm rooms (17 for students and 1 for the Resident Assistant), with 27 adult sleeping spaces that are accessory to the school. Renovations will be interior to the existing structure. The first floor will include the kitchen/dining area, common area, a computer lab, a handicap-accessible dorm room and the Resident Assistant (RA) quarters. The second and third floors will provide for dorm rooms and a common room on each floor. Students will have a curfew of 9:00 p.m., except for pre-approved events or emergencies.

Surrounding Area: The Conditional Use standards require a determination that the conditional use will not be harmful to the neighborhood or otherwise detrimental to the public welfare, and is in harmony with the general purpose of the zoning ordinance. The character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in such buildings, and traffic conditions in the vicinity are all factors that shall be taken into account.

Within a 500-foot radius of the school, there is a mixture of commercial uses fronting on both sides of Aurora Road to the north, northeast and west, including restaurants, retail uses and a future mini-storage development (Aurora Mini-Storage). A city-owned park is located to the south, and residential uses (single-family homes) are located directly to the west. The closest single-family residential homes (as identified on the site plan) are abutting directly to the west of the subject property.

Staff Summary of the Conditional Use Request

Staff has reviewed the business plan and corresponding documents regarding the request to be a school. The Zoning Code defines a school as: *“a facility used for education or instruction in any branch of knowledge, and including the following: elementary, middle, and high schools, whether public or private; colleges, community colleges and universities; vocational, technical and professional schools. This term does*

not include childcare centers if separate from elementary schools.”

Staff can support the request as a vocational school with an accessory dormitory, as applicants have demonstrated the necessary components of a vocational school, including an application/registration process, streamlined coursework with rubrics and assessments, both a classroom environment and hands-on learning, qualified staff and educators, and a graduation process. The proposed vocational school use, as proposed, has a limited number of students, is a low traffic generator and is a reduction in trips from the previous K-12 school previously co-occupying the site with the church. Additionally, the property has previously housed a K-12 private school that has operated for more than 10 years.

Analysis of the Formal Site Plan

City Code, Appendix B, Article IX, Section 6 establishes general standards to consider when evaluating the merits for a site plan approval request.

Existing Conditions: The property is currently developed and has been used as a church and a K-12 private school. The site has limited site improvements due to the historic use as a church prior to City of Melbourne zoning standards. Plans had been approved in the mid-1980s to construct a new, larger sanctuary and a variance had been approved to reduce the amount of parking (V-1985-67). Paved parking would have been required for the expansion, subject to the stipulations of the variance; however, the variance does not apply, as the sanctuary expansion plans never moved forward.

Proposed Development: The project includes the conversion of the school from K-12 to a vocational school for adults 18+ years old and the renovation of the 3-story classroom building to create an accessory dormitory. There is only one classroom that can accommodate a maximum of 12 students at any given time. Classes will be staggered throughout the week to accommodate all enrolled students with a maximum of 12 students at any given time.

Regarding the building setbacks, the existing church and educational buildings exceed the front setbacks (20 feet) where abutting Aurora Road and Ferndale Avenue and the parsonage exceeds the building setbacks located on League Avenue. The buildings identified for the sanctuary, educational facilities and dormitory have an existing 14.73±-foot setback to the west property line, where abutting the single-family homes. This is non-conforming to today's residential setback requirement of 25 feet. However, the adjacent plat was recorded in 1964, which is after the church was originally constructed and the abutting residential structures were constructed between 1977 and 1986 (according to the Brevard County Property Appraiser), which is after the conditional use to allow the 3-story educational building.

Access and Parking: Church parking pre-existed City Code; there is a paved parking lot located to the south of the church administration building and grass parking exists north of the administration building and north of the sanctuary building. An alternative parking analysis was performed to request a reduction in new paved parking. Factors to support the analysis include, the school operating in opposite hours to the church services, bus service is available on Aurora Road and there is an existing bus stop near the campus,

and due to the non-traditional nature of the vocational school having on-campus housing, staff can support the alternative parking analysis request. The new vocational school will utilize the existing parking spaces at the office located on the east side of Ferndale Avenue, as identified on the site plan (including one handicapped accessible space shown).

Other Code Required Standards. The project will be required to meet the landscaping requirements of Appendix D, Chapter 9, Article XV during construction plan review, including the continued maintenance of the existing 6-foot-tall opaque fence that is required along the west property line.

Water and Sewer Concurrency

The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water and City sewer are available to serve the subject site. The Lake Washington Water Treatment Plant and the D.B. Lee Wastewater Treatment Plant serve this site.

Mobility/Transportation Concurrency

The subject land is not located in a mobility district. Per the applicant, the project will generate approximately three (3) new a.m. peak hour trips and 21 p.m. peak hour trips. Adequate capacity is available on Aurora Road to serve the proposed vocational school. The applicant will be required to pay transportation impact fees for this project. Based upon the proposed use (with a maximum of 27 students), the impact fee amount will be \$9,627.39.

Joint Planning Agreement (JPA) Comments

The property is not located within the Joint Planning Area (JPA).

Planning and Zoning Board Action

On February 19, 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 an overall 3.49±-acre property, located on the south side of Aurora Road, east and west of Ferndale Avenue, west of League Avenue (1619 Ferndale Avenue), the Planning and Zoning Board and the Community Development Department recommend:

Approval of CU2023-0009, conditional use to allow a vocational school on a 0.75-acre portion of the overall 3.49± acres zoned C-R-1A zoning; and with **Approval of PLAN2024-0011**, formal site plan to renovate existing accessory church buildings into a vocational school on an overall 3.49± acre property, zoned C-R-1A (Single Family Low Density Residential with a Conditional Use to allow a church and school) and C-1 (Neighborhood Commercial), consisting of a two-sheet site plan prepared by Jake Wise, P.E., Construction Engineering Group of Melbourne, Florida, Project Number 230048,

with a signed and sealed date of February 24, 2026 (the site plan was revised to reflect the correct number of beds), and pursuant to the following conditions:

- a. The conditional use shall be in conformance with the Formal Site Plan (PLAN2024-0011) and associated conditions.
- b. Changes to the Site Plan will require re-evaluation by the City Engineering Department and Community Development Department.

Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and the Planning and Zoning Board, Local Planning Agency.

- c. The dormitory shall only be permitted as accessory to the vocational school. Should the primary use of the site as a church and school be eliminated, the dormitory shall no longer be permitted.
- d. The discontinuation of use for vocational school and dormitory for six consecutive months will result in the reversion of the conditional use.
- e. The existing 6-foot-tall opaque fence shall be maintained and additional landscaping provided along the west property line, where adjacent to single-family residential lots.
- f. Applicable environmental permits must be obtained for the required site improvements, as part of the engineering construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.
- g. The stormwater design for the required site improvements shall meet the requirements of Chapter 50 and the City of Melbourne "Technical Provisions for the Construction of Streets, Paving, and Drainage Systems" during construction plan review.

Memorandum

To: Mayor and Council
From: Chris Adams, Chair, Planning and Zoning Board
Re: **Conditional Use Request (CU2023-0009) with Formal Site Plan request (PLAN2024-0011) Wholeness to Freedom Ministries - School**
Date: February 20, 2026
Owner: James Begley, Wholeness to Freedom Ministries, Inc.
**Applicant/
Representative:** Jake Wise P.E., Construction Engineering Group

The Planning and Zoning Board, at its regular scheduled meeting on February 19, 2026, reviewed the above-referenced request for Conditional Use and Site Plan approval.

Following review and discussion, the Planning and Zoning Board voted unanimously to recommend approval of the following requests located on the south side of Aurora Road, east and west of Ferndale Avenue, and west of League Avenue.

- **Conditional Use request** to allow a school in C-R-1A (Single-Family Low Density Residential District) zoning, on 0.75± acre portion of an overall 3.49± acre property; and
- **Formal Site Plan approval** to renovate existing accessory church buildings into a vocational school with a dormitory on an overall 3.49± acre property, zoned C-R-1A (Single Family Low Density Residential with a conditional use to allow a church and school) and C-1 (Neighborhood Commercial).

These actions were based on a two-sheet site plan prepared by Jake Wise, P.E., Construction Engineering Group of Melbourne, Florida, Project Number 230048, with a signed and sealed date of January 28, 2026 (noting that the site plan required a revision to reflect the correct number of beds), and including the findings and conditions identified below:

Findings for Conditional Use

1. The Conditional Use approval for a school on a 0.75±-acre developed property zoned C-R-1A (Low Density Single Family Residential with a Conditional Use for

a church and school) can be considered within the Mixed-Use Future Land Use Map category. The proposal is for a vocational school use and the planned intensity of development does not exceed the maximum floor area ratio (FAR) permitted in the Mixed Use category by the Comprehensive Plan (1.0 FAR).

2. Once the conditions for approval are incorporated by the applicant into the conditional use ordinance and the site plan, the proposal will be in compliance with the goals, objectives, and policies from the City's Comprehensive Plan. This proposal is consistent with the policies in the Future Land Use Element since it proposes development that is compatible with land use and development patterns in the neighboring area. The subject R-1A zoned property is part of a larger parcel that is zoned C-1. A portion of the C-1 zoned property already has a Conditional Use to allow a church and school.
3. The zoning for the property is R-1A which permits the consideration of the proposed conditional use. The R-1A zoning district is intended to apply to an area of single-family residential development. Lot sizes and other restrictions are intended to protect and promote high quality residential development. The subject property is part of a larger site that is adjacent to an arterial roadway (Aurora Road). The surrounding area is zoned for residential, institutional, and commercial uses. The subject property is part of a larger parcel that will be used as both a church and a vocational school.
4. The proposal is specifically consistent with Goal 1 of the Future Land Use Element. The purpose stated in this Goal is to meet the needs of population growth through public and private development and redevelopment, and through the appropriate distribution, location, and extent of land use, consistent with adequate levels of service, efficient use of facilities, and protection of natural resources and environmental lands. The proposal is consistent with adjoining zoning and development patterns. In addition, the subject property is designated as Mixed Use on the Future Land Use Map (FLUM).
5. The Conditional Use must meet the requirements of City Code, and therefore will not have a detrimental effect on the surrounding area, public facilities, and private, commercial and/or service facilities available within the area. More specifically, the proposed changes should not cause depreciation of property values, or reduce the safety, light, and general convenience of neighboring developments:
 - a. The appearance and function of the neighborhood will not be significantly lessened because of the proposed Conditional Use since the subject site will be used as a vocational school and incorporated into a larger site that

already has a Conditional Use to allow a church and school. Also, the remaining 2.74±-acres of the subject property is zoned for commercial purposes and is located within the Aurora Road corridor.

- b. The application does not appear to impact the preservation of any city, state or federally designated historic, scenic, archaeological, or cultural resources.
 - c. The subject site is zoned C-R-1A (Single Family Low Density Residential with a Conditional Use to allow a church and school). Developed single family homes are located to the west. The property to the east and to the north is zoned C-1 and is owned by the applicant. A park area (Pieloch Dog Park and Tim Wakefield Sports Complex) is located to the south. The proposed vocational school is a low traffic generator and should not adversely impact the local transportation network and residential properties in the area.
 - d. The application will not have significant adverse impacts on the livability and usability of nearby land due to: noise, dust, fumes, smoke, glare from lights, late-night operations, odors, truck and other delivery trips, the amount, location, and nature of any outside displays, storage, or activities, potential for increased litter, and privacy and safety issues. The site already has a previously approved CU for a church and a school. A vocational school is a low intensity use that will not have an adverse effect on the adjacent area.
6. Adequate transportation facilities are in place to serve the subject property. The site has access to Aurora Road. Aurora Road is a major arterial roadway and traffic counts in this area average 9,620 vehicle trips per day (2024).
 7. The proposed Conditional Use is in compliance with the standards outlined in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (Conditional Uses). The applicant has also submitted a Code compliant site plan for this site.
 8. The proposal will not have any adverse impact on the public health, safety, welfare, economic order, or aesthetics of the City since the proposed development is located in an existing commercial area. The proposed use is consistent with development and zoning patterns both within the surrounding area and within the Aurora Road corridor.

Findings for the Site Plan

1. Per the Comprehensive Plan, the Zoning Map and Land Development Regulations may impose more restrictive densities and intensities of development based on height requirements, land coverage standards, setbacks, minimum lot size requirements, traffic and circulation standards, landscaping and breezeway requirements, and other such dimensional and development criteria. The applicant is proposing a vocational school on an established church site which is adjacent to an arterial roadway (Aurora Road). In addition, the submitted site plan meets the requirements of City Code.
2. The applicant has submitted a site plan that complies with City Code. The applicant is proposing to convert the existing educational facility into a vocational school and renovate an existing classroom to create a dormitory. The proposed lot coverage, off-street parking requirements, retention, landscape areas, and other performance standards for this use meet the requirements of the City of Melbourne Zoning Code and Land Development Code. The existing site is non-conforming to the rear setback required for the western property line.
3. The zoning for the property is R-1A and C-1, which permits the consideration of a vocational school (with a conditional use) and a church. The R-1A zoning district is intended to apply to an area of single-family residential development and the C-1 zoning district is intended to apply to areas located adjacent to a main highway. Aurora Road is a principal arterial roadway. Approval of the site plan is contingent upon endorsement of the conditional use.
4. The proposal is consistent with the neighboring area, land uses, and development patterns. The subject property is adjacent to residentially zoned properties on its western side. Single-family homes within the Catalina Section 2 Subdivision are located in this residential area. These properties have a Low Density Residential Future Land Use Map designation. The closest multiple family residential site is located adjacent to the eastern side of the overall 3.49±-acre site. The subject 3.49± acre property is zoned C-1 and R-1A and is the site of an existing church. The proposed vocational school is a low intensity use that will not have an adverse effect on the adjacent area. The proposed site plan is consistent with development patterns both in the surrounding area and within the Aurora Road corridor area.
5. The proposed site plan meets the requirements of the City of Melbourne Zoning Code and Land Development Code and the proposed vocational school is compatible with adjacent uses. The proposed vocational school project is a low

traffic generator that should not adversely impact the local transportation network or residential properties in the area.

6. The applicant shall demonstrate, prior to construction plan approval, the financial and technical capacity to complete any improvements and the mitigation necessitated by the development as proposed, and has made adequate legal provision to guarantee the provision of such improvements and mitigation.
7. The proposed use complies with all standards imposed on it by the particular provision of these regulations authorizing such use, and by all other applicable requirements of the regulations of the City, including, but not limited to, Article IX, Section 6, site plan review standards.
8. The proposed project has been evaluated for water capacity being available for the proposed project. The City's Ten-Year Water Supply Facilities Work Plan indicates that adequate potable water is available to serve the subject site. Sanitary sewer is available from Brevard County.
9. The proposed project has been evaluated for impacts to the local transportation network. The subject land is not located in a mobility district. Adequate capacity is available on Aurora Road to serve the proposed vocational school. The applicant will be required to pay transportation impact fees for this project. Based upon the proposed use (a vocational/technical school), the impact fee amount will be \$9,627.39.

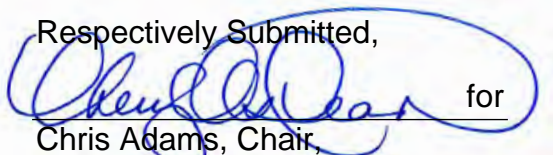
Conditions

- a. Changes to the Site Plan will require re-evaluation by the City Engineering Department and Community Development Department.

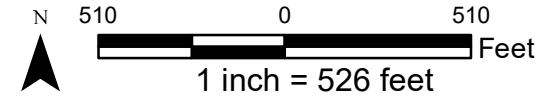
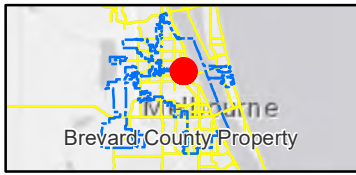
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- b. The dormitory shall only be permitted as accessory to the vocational school. Should the primary use of the site as a church and school be eliminated, the dormitory shall no longer be permitted.
- c. The discontinuation of use for vocational school and dormitory for six consecutive months will result in the reversion of the conditional use.
- d. The existing 6-foot-tall opaque fence shall be maintained and additional landscaping provided along the west property line, where adjacent to single-family residential lots.

- e. Applicable environmental permits must be obtained for the required site improvements, as part of the engineering construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.
- f. The stormwater design for the required site improvements shall meet the requirements of Chapter 50 and the City of Melbourne “Technical Provisions for the Construction of Streets, Paving, and Drainage Systems” during construction plan review.

Respectfully Submitted,



for
Chris Adams, Chair,
Planning and Zoning Board



Legend

- City Boundary
- Major Road
- Location

Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community

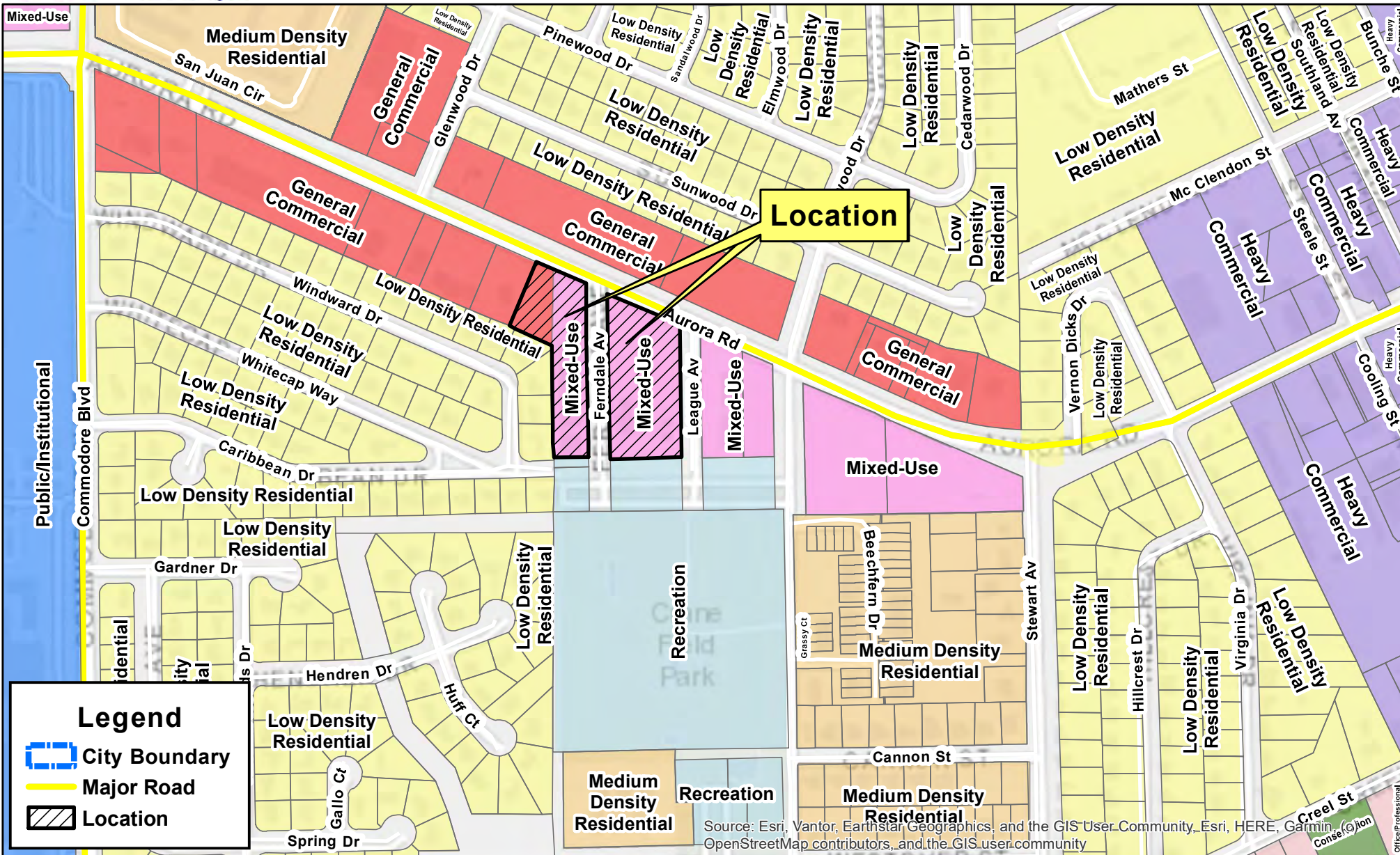
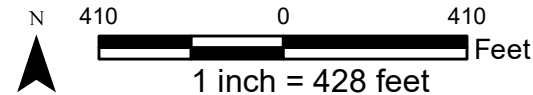
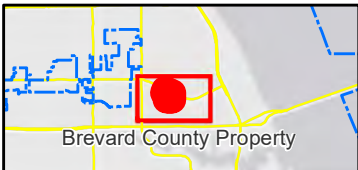
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Page 182

Title: WHOLENESS TO FREEDOM
 Author: Olivia Bachtold
 Department/Division: Community Development Department
 Last Updated: 1/14/2026 3:05:21 PM
 Document Name: Wholeness to Freedom LOCATION Map
 Document Location: \\lad.mlbfl.org\Shares\mlbfl_groups\COMMUNITY_DEVELOPMENT\PEDP&ZBOARD2025\Maps\IMXD\Wholeness to Freedom LOCATION Map.mxd

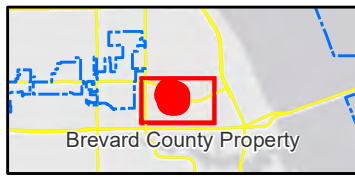
City of Melbourne
 Information Technology Department
 GIS Division
 900 E Strawbridge Av Room 324
 Melbourne, FL 32901
 P: (321) 608.7700
 Fax: (321) 608.7719
 Email: GIS@mlbfl.org

Item No. C. 15.

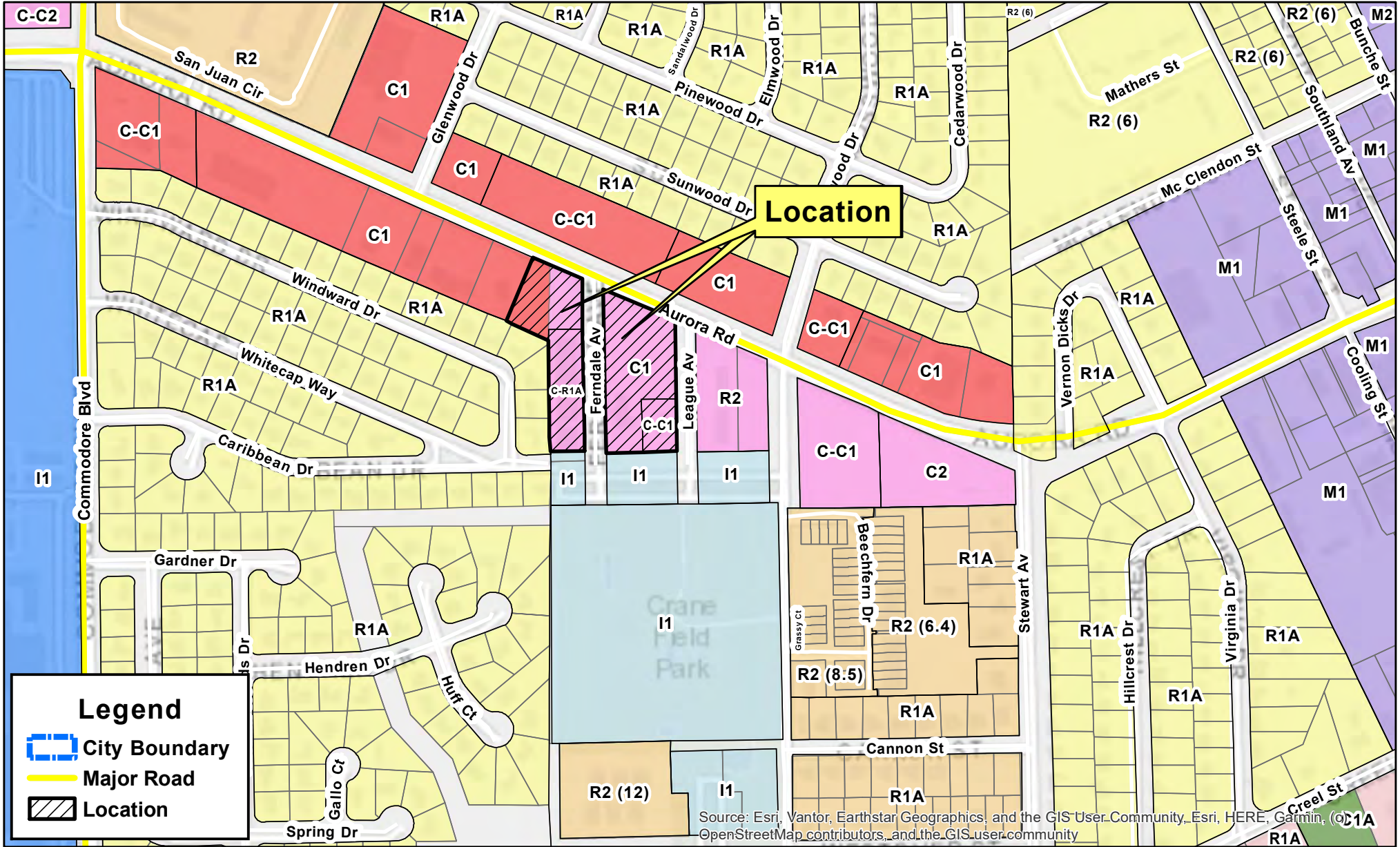
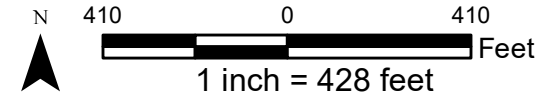


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**WHOLENESS TO FREEDOM
ZONING MAP
CU2023-0009 | PLAN2024-0011**



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



Legend

- City Boundary
- Major Road
- Location

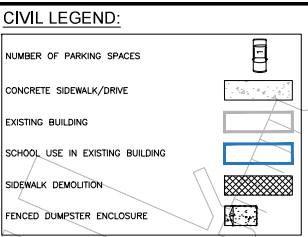
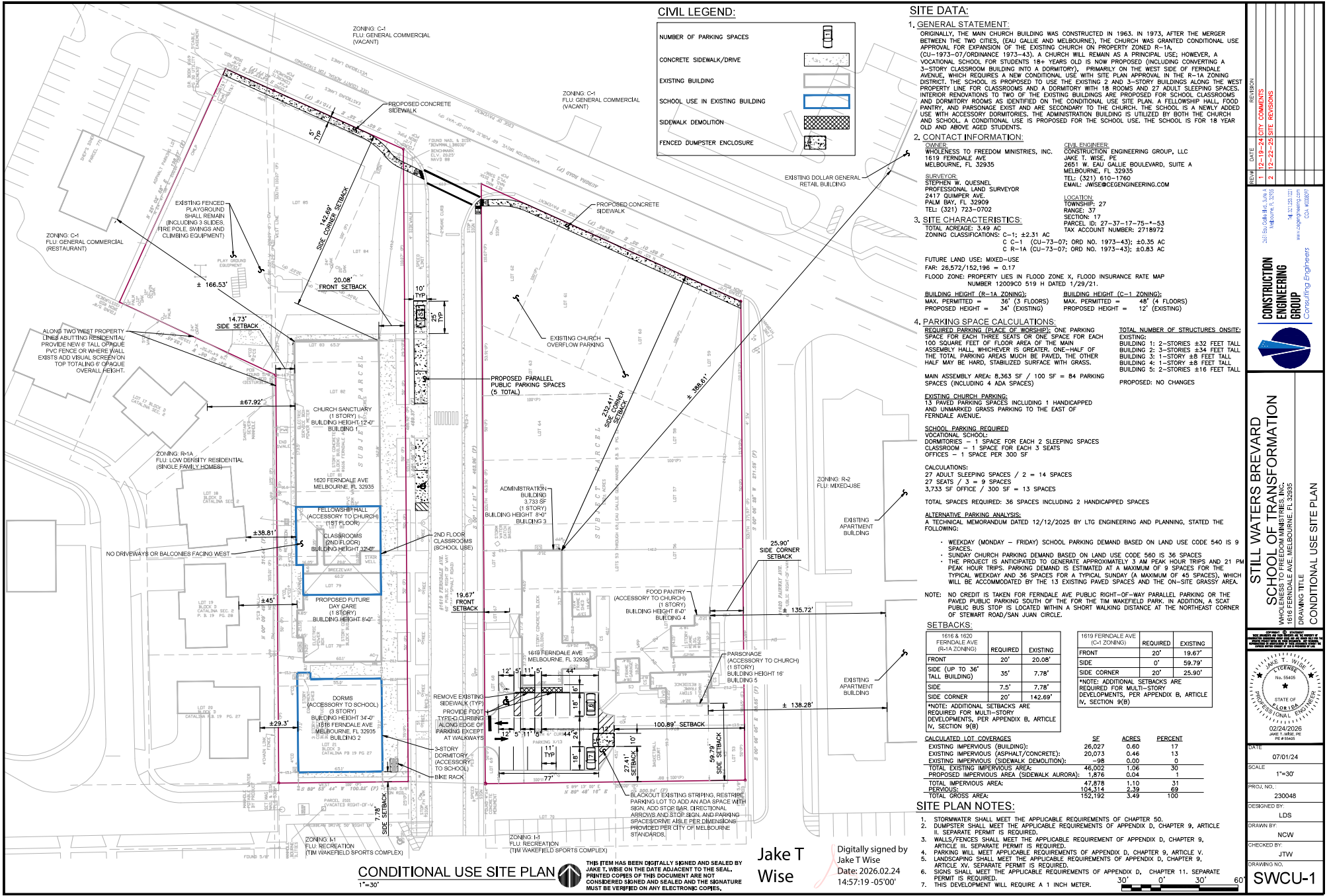
Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community, Esri, HERE, Garmin, ©OpenStreetMap contributors, and the GIS user community

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Title: WHOLENESS TO FREEDOM
Author: Olivia Bachtold
Department/Division: Community Development Department
Last Updated: 1/29/2026 9:11:42 AM
Document Name: Wholeness to Freedom Z Map
Document Location: \\ad.mlbf.org\Shares\mlbf_groups\COMMUNITY_DEVELOPMENT\PD\IP&ZBOARD2025\Maps\MXD\Wholeness to Freedom Z Map.mxd

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

Item No. C. 15.



SITE DATA:

1. GENERAL STATEMENT:
 ORIGINALLY, THE MAIN CHURCH BUILDING WAS CONSTRUCTED IN 1963. IN 1973, AFTER THE MERGER BETWEEN THE TWO CITIES, (EAU GALIEE AND MELBOURNE), THE CHURCH WAS GRANTED CONDITIONAL USE APPROVAL FOR EXPANSION OF THE EXISTING CHURCH ON PROPERTY ZONED R-1A. (CU-1973-07/ORDINANCE 1873-43). A CHURCH WILL REMAIN AS A PRINCIPAL USE; HOWEVER, A VOCATIONAL SCHOOL FOR STUDENTS 18+ YEARS OLD IS NOW PROPOSED (INCLUDING CONVERTING A 3-STORY CLASSROOM BUILDING INTO A DORMITORY), PRIMARILY ON THE WEST SIDE OF FERNDALE AVENUE, WHICH REQUIRES A NEW CONDITIONAL USE WITH SITE PLAN APPROVAL IN THE R-1A ZONING DISTRICT. THE SCHOOL IS PROPOSED TO USE THE EXISTING 2 AND 3-STORY BUILDINGS ALONG THE WEST PROPERTY LINE FOR CLASSROOMS AND A DORMITORY WITH 18 ROOMS AND 27 ADULT SLEEPING SPACES. INTERIOR RENOVATIONS TO TWO OF THE EXISTING BUILDINGS ARE PROPOSED FOR SCHOOL CLASSROOMS AND DORMITORY ROOMS AS IDENTIFIED ON THE CONDITIONAL USE SITE PLAN. A FELLOWSHIP HALL, FOOD PANTRY, AND PARAPAGE ARE TO BE ADDED SECONDARY TO THE CHURCH. THE SCHOOL IS A NEWLY ADDED USE WITH ACCESSORY DORMITORIES. THE ADMINISTRATION BUILDING IS UTILIZED BY BOTH THE CHURCH AND SCHOOL. A CONDITIONAL USE IS PROPOSED FOR THE SCHOOL USE. THE SCHOOL IS FOR 18 YEAR OLD AND ABOVE AGED STUDENTS.

2. CONTACT INFORMATION:
OWNER: WHOLENESS TO FREEDOM MINISTRIES, INC. 1619 FERNDALE AVE MELBOURNE, FL 32935
CLIENT ENGINEER: CONSTRUCTION ENGINEERING GROUP, LLC JAKE T. WISE, PE 2661 W. EAU GALIEE BOULEVARD, SUITE A MELBOURNE, FL 32935
 TEL: (321) 610-1760 EMAIL: JWIS@CEENGINEERING.COM
LOCATION: TOWNSHIP: 27 RANGE: 37 SECTION: 17 PARCEL ID: 27-37-17-75-4-53 TAX ACCOUNT NUMBER: 2718972
SURVEYOR: STEPHEN W. QUISENEL PROFESSIONAL LAND SURVEYOR 2417 DUMPER AVE PALM BAY, FL 32909 TEL: (321) 723-0702

3. SITE CHARACTERISTICS:
 TOTAL ACREAGE: 3.48 AC
 ZONING CLASSIFICATIONS: C-1; ±2.31 AC C-1 (CU-73-07; ORD NO. 1973-43); ±0.35 AC C R-1A (CU-73-07; ORD NO. 1973-43); ±0.83 AC
 FUTURE LAND USE: MIXED-USE
 PAR: 28.572/152.198 = 0.17
 FLOOD ZONE: PROPERTY LIES IN FLOOD ZONE X, FLOOD INSURANCE RATE MAP NUMBER 12009CD 519 H DATED 1/29/21.
 BUILDING HEIGHT (R-1A ZONING): BUILDING HEIGHT (C-1 ZONING):
 MAX. PERMITTED = 36' (3 FLOORS) MAX. PERMITTED = 48' (4 FLOORS)
 PROPOSED HEIGHT = 34' (EXISTING) PROPOSED HEIGHT = 12' (EXISTING)

4. PARKING SPACE CALCULATIONS:
 REQUIRED PARKING (PLACE OF WORSHIP): ONE PARKING SPACE FOR EACH THREE SEATS OR ONE SPACE FOR EACH 100 SQUARE FEET OF FLOOR AREA OF THE MAIN ASSEMBLY HALL, WHICHEVER IS GREATER, ONE-HALF OF THE TOTAL PARKING AREAS MUST BE PAVED, THE OTHER HALF MAY BE MARKED, STABILIZED SURFACE WITH GRASS.
 MAIN ASSEMBLY AREA: 8,363 SF / 100 SF = 84 PARKING SPACES (INCLUDING 4 ADA SPACES)
 PROPOSED: NO CHANGES

EXISTING CHURCH PARKING:
 13 PAVED PARKING SPACES INCLUDING 1 HANDICAPPED AND UNMARKED GRASS PARKING TO THE EAST OF FERNDALE AVENUE.

SCHOOL PARKING REQUIRED:
 DORMITORIES - 1 SPACE FOR EACH 2 SLEEPING SPACES
 CLASSROOM - 1 SPACE FOR EACH 3 SEATING OFFICES - 1 SPACE PER 300 SF

CALCULATIONS:
 27 ADULT SLEEPING SPACES / 2 = 14 SPACES
 27 SEATS / 3 = 9 SPACES
 3,733 SF OFFICE / 300 SF = 13 SPACES

TOTAL SPACES REQUIRED: 36 SPACES INCLUDING 2 HANDICAPPED SPACES

ALTERNATIVE PARKING ANALYSIS:
 A TECHNICAL MEMORANDUM DATED 12/12/2025 BY LTO ENGINEERING AND PLANNING, STATED THE FOLLOWING:
 • WEEKDAY (MONDAY - FRIDAY) SCHOOL PARKING DEMAND BASED ON LAND USE CODE 540 IS 9 SPACES.
 • SUNDAY CHURCH PARKING DEMAND BASED ON LAND USE CODE 550 IS 36 SPACES
 • THE PROJECT IS ANTICIPATED TO GENERATE APPROXIMATELY 3 AM PEAK HOUR TRIPS AND 21 PM PEAK HOUR TRIPS. PARKING DEMAND IS ESTIMATED AT A MAXIMUM OF 9 SPACES FOR THE TYPICAL WEEKDAY AND 36 SPACES FOR A TYPICAL SUNDAY (A MAXIMUM OF 45 SPACES), WHICH WILL BE ACCOMMODATED BY THE 13 EXISTING PAVED SPACES AND THE ON-SITE GRASSY AREA.

NOTE: NO CREDIT IS TAKEN FOR FERNDALE AVE PUBLIC RIGHT-OF-WAY PARALLEL PARKING OR THE PAVED PUBLIC PARKING SOUTH OF THE FOR THE TIM WAKEFIELD PARK. IN ADDITION, A SCAT PUBLIC BUS STOP IS LOCATED WITHIN A SHORT WALKING DISTANCE AT THE NORTHEAST CORNER OF STEWART ROAD/SAN JUAN CIRCLE.

SETBACKS:

1616 & 1620 FERNDALE AVE (R-1A ZONING)			1619 FERNDALE AVE (C-1 ZONING)		
	REQUIRED	EXISTING		REQUIRED	EXISTING
FRONT	20'	20.08'	FRONT	20'	19.67'
SIDE (UP TO 36' TALL BUILDING)	35'	7.78'	SIDE	0'	59.79'
SIDE (36' TO 48' TALL BUILDING)	7.5'	7.78'	SIDE CORNER	20'	25.90'
SIDE CORNER	20'	142.69'			

NOTE: ADDITIONAL SETBACKS ARE REQUIRED FOR MULTI-STORY DEVELOPMENTS, PER APPENDIX B, ARTICLE IV, SECTION 9(B)

CALCULATED LOT COVERAGES:

	SF	ACRES	PERCENT
EXISTING IMPERVIOUS (BUILDING)	26,027	0.60	17
EXISTING IMPERVIOUS (ASPHALT/CONCRETE)	20,073	0.46	13
EXISTING IMPERVIOUS (SIDEWALK DEMOLITION)	-98	0.00	0
TOTAL EXISTING IMPERVIOUS AREA:	46,002	1.06	30
PROPOSED IMPERVIOUS AREA (SIDEWALK AURA)	1,676	0.04	1
TOTAL IMPERVIOUS AREA:	47,678	1.10	31
PERVIOUS:	104,314	2.39	69
TOTAL GROSS AREA:	152,192	3.49	100

SITE PLAN NOTES:

- STORMWATER SHALL MEET THE APPLICABLE REQUIREMENTS OF CHAPTER 50.
- DUMPSTER SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE II. SEPARATE PERMIT IS REQUIRED.
- WALLS/FENCES SHALL MEET THE APPLICABLE REQUIREMENT OF APPENDIX D, CHAPTER 9, ARTICLE III. SEPARATE PERMIT IS REQUIRED.
- PARKING WILL MEET APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE V. LANDSCAPING SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 9, ARTICLE IV. SEPARATE PERMIT IS REQUIRED.
- SIGNS SHALL MEET THE APPLICABLE REQUIREMENTS OF APPENDIX D, CHAPTER 11. SEPARATE PERMIT IS REQUIRED.
- THIS DEVELOPMENT WILL REQUIRE A 1 INCH METER.

Jake T Wise
 Digitally signed by Jake T Wise
 Date: 2026.02.24 14:57:19 -05'00'

CONDITIONAL USE SITE PLAN
 1"=30'
 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY JAKE T. WISE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REVISION	DATE	DESCRIPTION
1	12-19-24	CITY REVISIONS
2	12-22-24	SITE REVISIONS

303 So. Galiee Blvd., Suite 101
 Melbourne, FL 32935
 407.323.0202
 www.ce-engineering.com
 CE ENGINEERING GROUP
 Consulting Engineers

CONSTRUCTION ENGINEERING GROUP
 Consulting Engineers

STILL WATERS BREVARD SCHOOL OF TRANSFORMATION
 WHOLENESS TO FREEDOM MINISTRIES, INC.
 1619 FERNDALE AVE MELBOURNE, FL 32935

DRAWING TITLE: **CONDITIONAL USE SITE PLAN**

DATE: 07/01/24
 SCALE: 1"=30'
 PROJ. NO.: 230048
 DESIGNED BY: LDS
 DRAWN BY: NCW
 CHECKED BY: JTW
 DRAWING NO.: SWCU-1

02/24/2026
 No. 55406
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER



SURVEYOR'S LEGEND:

- PCP DENOTES PERMANENT CONTROL POINT
- AC DENOTES AIR CONDITIONER ON CS
- CS DENOTES CONCRETE SLAB
- (F) DENOTES FLAT
- (F) DENOTES FIELD
- AC DENOTES AIR CONDITIONER
- (D) DENOTES DESCRIBED
- PWR DENOTES ELECTRIC POWER BOX
- HAND-C DENOTES HANDICAP PARKING SIGN
- PCD-W DENOTES PEDESTRIAN CROSSING SIGN WITH WHITES CROSS WALK STRIPES
- CO DENOTES PVC CLEAN-OUT
- DENOTES 6" CHAIN LINK FENCE
- DENOTES 6" WOOD FENCE
- DENOTES EXISTING ELEVATION
- OW DENOTES OVERHEAD WIRE
- FF DENOTES FINISH FLOOR ELEVATION
- POB DENOTES POINT OF BEGINNING
- SMN DENOTES SET MAG NAIL & DISK "FLS 5308"
- SW DENOTES CONCRETE SIDEWALK
- WLP DENOTES WOOD LIGHT POLE
- WPP DENOTES WOOD POWER POLE
- FH DENOTES FIRE HYDRANT



LOCATION MAP

LEGAL DESCRIPTION:

LOTS 53 THROUGH 69, INCLUSIVE, AND LOTS 76 THROUGH 85, INCLUSIVE, OF EAU GALIE GOLF MANORS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

AND

LOT 21, BLOCK D, OF CATALINA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 27, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

AND

PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 17, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE N.E. CORNER OF CATALINA-SECTION 2, AS RECORDED IN PLAT BOOK 19, PAGE 28, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN NORTH 68° 12' 50" WEST ALONG THE NORTH LINE OF BLOCK D OF SAID CATALINA-SECTION 2 A DISTANCE OF 133.00 FEET, THENCE RUN NORTH 24° 47' 08" EAST A DISTANCE OF 200.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF AURORA ROAD, THENCE RUN SOUTH 62° 14' 54" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 40.65 FEET TO THE WEST LINE OF EAU GALIE GOLF MANORS, AS RECORDED IN PLAT BOOK 5, PAGE 13, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, THENCE RUN SOUTH ALONG SAID WEST LINE OF EAU GALIE GOLF MANORS A DISTANCE OF 220.29 FEET TO THE POINT OF BEGINNING.

CONDITIONAL USE EXISTING

CONDITIONS PLAN

1"=30'

REVISION	DATE	COMMENTS
1	12-19-24	CITY COMMENTS
2	12-22-24	SITE REVISIONS

381 So. Callie Rd., Mt. Dora, FL 32758
 407.321.1212
 www.ctegroup.com
 CONSTRUCTION ENGINEERING GROUP
 Consulting Engineers

STILL WATERS BREVARD SCHOOL OF TRANSFORMATION
 WHOLENESS TO FREEDOM INDUSTRIES, INC.
 1516 FERNDAL AVE, WELBOURNE, FL 32955

DRAWING TITLE
CONDITIONAL USE EXISTING CONDITIONS PLAN

DATE	07/01/24
SCALE	1"=30'
PROJ. NO.	230048
DESIGNED BY	LDS
DRAWN BY	NCW
CHECKED BY	JTW
DRAWING NO.	SWC-2

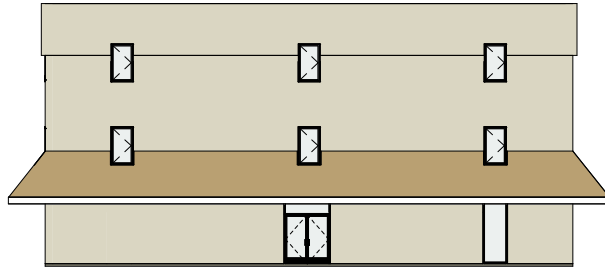


**TSARK
ARCHITECTURE**

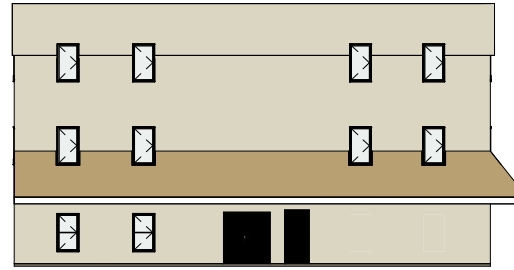
Tsark Architecture, LLC
1990 W. New Haven Ave., Suite 306
Melbourne, Florida 32904
t 321.241.6178
License Number: AC20003779

Still Waters Brevard Dormitory Project

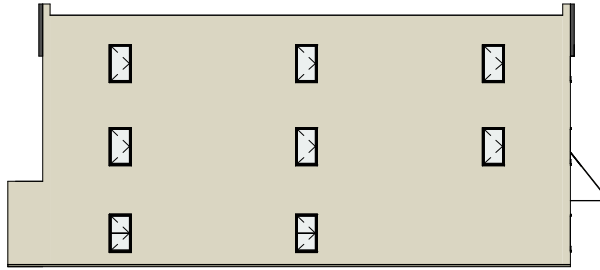
1619 Ferndale Avenue
Melbourne, Florida 32935
Project No.: 21256



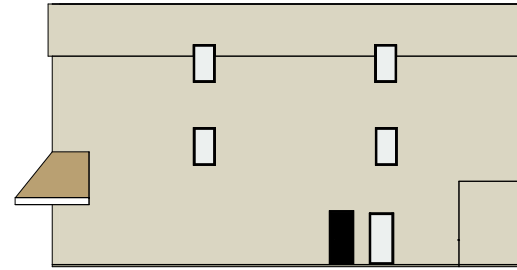
EAST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"



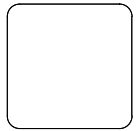
NORTH ELEVATION
1/8" = 1'-0"

Description	Date

BUILDING ELEVATIONS

DATE: 11/04/22
 DRAWN BY: CW
 REVISION:
 SCALE: 1/8" = 1'-0"

A401



ORDINANCE NO. 2026-10

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING MAP, AS IT RELATES TO THE GENERAL ZONING ORDINANCE NO. 2005-120, BY GRANTING A CONDITIONAL USE TO ALLOW FOR A SCHOOL ON A 0.75±-ACRE PORTION OF AN OVERALL 3.49± ACRE PROPERTY ZONED C-R-1A (SINGLE-FAMILY LOW DENSITY), LOCATED ON THE SOUTH SIDE OF AURORA ROAD, EAST AND WEST OF FERNDALE AVENUE AND WEST OF LEAGUE AVENUE (1619 FERNDALE AVENUE); PROVIDING FOR SITE PLAN APPROVAL; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING THAT THE CONDITIONAL USE GRANTED HEREIN MAY BE REVOKED BY CITY COUNCIL IF THE CONDITIONS OF APPROVAL ARE NOT MET; PROVIDING THAT THE PROPERTY SHALL BE DESIGNATED ON THE OFFICIAL ZONING MAP BY THE SYMBOLS C-R-1A; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (CU2023-0009/PLAN2024-0011)

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That the Official Zoning Map, as it relates to the General Zoning Ordinance No. 2005-120 of the City of Melbourne, is hereby amended by granting a conditional use to allow for a school on a 0.75±-acre portion of an overall 3.49± acre property zoned C-R-1A (Single-Family Low Density), located on the south side of Aurora Road, east and west of Ferndale Avenue and west of League Avenue (1619 Ferndale Avenue). The property is described as:

LOTS 53, 54, 55, 78, 79, 80, 81, AND 82, EAU GALLIE GOLF MANOR, PLAT BOOK 5, PAGE 13, AND THE NORTH ½ OF LOT 21, BLOCK D, CATALINA, PLAT BOOK 19, PAGE 27, ALL BEING RECORDED IN THE PUBLIC RECORDS OF BREVARD COUNTY

SECTION 2. That the conditional use request is hereby approved subject to the following condition:

- a. The conditional use shall be in conformance with the Formal Site Plan (PLAN2024-0011) and associated conditions.

SECTION 3. That PLAN2024-0011 for the renovation of the existing accessory church buildings into a vocational school on an overall 3.49± acre property prepared on a two-sheet site plan by Jake Wise P.E., Construction Engineering Group of Melbourne, Florida, Project Number

23048, with a signed and sealed date of February 24, 2026, is hereby approved subject to the following conditions:

- a. Changes to the Site Plan will require re-evaluation by the City Engineering Department and Community Development Department.

Any substantial change to the Site Plan as outlined in Appendix B, Article IX, Section 6 (E), will require review and approval by City staff and the Planning and Zoning Board, Local Planning Agency.

- b. The dormitory shall only be permitted as accessory to the vocational school. Should the primary use of the site as a church and school be eliminated, the dormitory shall no longer be permitted.
- c. The discontinuation of use for vocational school and dormitory for six consecutive months will result in the reversion of the conditional use.
- d. The existing six-foot-tall opaque fence shall be maintained and additional landscaping provided along the west property line, where adjacent to single-family residential lots.
- e. Applicable environmental permits must be obtained for the required site improvements, as part of the engineering construction plan review process, consistent with Appendix D, Chapter 9, Article IV, prior to construction plan approval.
- f. The stormwater design for the required site improvements shall meet the requirements of Chapter 50 and the City of Melbourne "Technical Provisions for the Construction of Streets, Paving, and Drainage Systems" during construction plan review.

SECTION 4. That the conditional use granted by this ordinance may be revoked by the City Council if the conditions of approval in Sections 3 and 4. of this ordinance are not met. Such action would require notice to the property owner and a public hearing before City Council. Upon issuance of a final order by City Council revoking the conditional use granted by this ordinance, the conditional use granted herein shall expire and become null and void and the use of the premises shall revert to the previous and more restricted use classification.

SECTION 5. That the above-described property shall be designated on the Zoning Map by the symbols C-R-1A to indicate that said premises shall be restricted for that particular

conditional use along with the uses permitted in the C-R-1A (Single-Family Low Density) Zoning District.

SECTION 6. That it is hereby found and determined that the conditional use requested satisfies the criteria established in City Code, Part III, Land Development Regulations, Appendix B, Article V, Section 2 (use and dimensional standards table) and Appendix B, Article IX, Section 5 (C) (Conditional Uses).

SECTION 7. That this ordinance shall become effective 30 days from the date of adoption of this ordinance and, if appealed or otherwise judicially contested, until resolution of any judicial contests or appeals. The amendment shall be duly recorded within five business days after the 30-day period has expired and resolution of any judicial contests or appeals.

SECTION 8. That this ordinance was passed on the first reading at a regular meeting of the City Council on the _____ day of _____, 2026, and adopted on the final reading at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2026-10



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	Yes
Item Number:	C.16.

Subject:

Ordinance No. 2026-11 - Annual Update to the Capital Improvements Element of the Melbourne Comprehensive Plan.

Background/Consideration:

This is the first reading of an ordinance amending the Capital Improvements Element (CIE) of the Comprehensive Plan to update the Element's Five-Year Schedule of capital improvements. This action is required annually by Section 163.3177, Florida Statutes.

The CIE is a required component of the City's Comprehensive Plan. The CIE contains those capital improvement projects that are necessary to maintain adopted level-of-service requirements established in the Comprehensive Plan and to implement the goals, objectives and policies of the plan.

The projects included within the schedule originate primarily from the approved five-year Capital Improvements Program (CIP) that is contained in the City's Fiscal Year (FY) 2025-2026 budget, and from the City's Mobility Plan and the Space Coast Transportation Planning Organization's Transportation Improvement Plan.

Florida Statutes allow the annual update to the CIE to be adopted by ordinance without prior review by Florida Commerce. The adoption of the implementing ordinance will be the final action regarding this amendment.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-11 based upon the findings contained within the staff memorandum.

Memorandum

To: Jenni Lamb, City Manager
Thru: Cindy Dittmer, Community Development Department Director
From: Todd Corwin, Planner
Re: **Annual Update to the Capital Improvements Element**
Date: February 26, 2026
Applicant: City of Melbourne

Proposed Action

This is a request to amend the Capital Improvements Element (CIE) of the Comprehensive Plan to update the Element's Five-Year Schedule of Capital Improvements. This action is required by Section 163.3177 Florida Statutes (F.S.).

History

Local governments are required to annually update their Capital Improvements Schedule contained within the Capital Improvements Element, per Florida Statutes Section 163.3177. The CIE focuses on capital infrastructure planning for the time-period covered by the Comprehensive Plan and based upon the public facility needs identified in the other elements of the Comprehensive Plan. In addition, the CIE provides a five-year schedule of capital improvements, which must include specific capital projects necessary to achieve and maintain level-of-service standards identified in the other elements of the Comprehensive Plan during the time period covered by the schedule.

The CIE is a required component of the City's Comprehensive Plan. The CIE contains those capital improvement projects that are necessary to maintain adopted level-of service (LOS) requirements established in the Comprehensive Plan and to implement the goals, objectives, and policies of the Plan.

The Melbourne Comprehensive Plan contains LOS standards for the following public facilities:

- Potable Water;
- Sanitary Sewer;
- Transportation;
- Stormwater;
- Recreation Facilities;
- Solid Waste; and

- Public Schools.

Procedure

To update the CIE Schedule, local governments are generally required to:

- Include those projects for which the local government has responsibility, as well as certain public school and transportation projects that are not the fiscal responsibility of the local government within the CIE. The CIE Schedule must be sub-divided into five, one-year fiscal periods and demonstrate consistency with the individual elements of the Comprehensive Plan. In addition, the Schedule must identify the cost of each identified project and identify the revenue sources that will be used to fund the projects.
- CIE Policy 1.2.6, which references the School Board of Brevard County's Five-Year Work Program, is not being amended this year. As of the current date, the School Board has not adopted an updated Work Program.
- Include the capital projects necessary to achieve and maintain LOS standards for required public facilities, reduce existing deficiencies, provide for necessary replacements, and meet future demand.

The projects included within the schedule primarily originate from the approved 5-year Capital Improvements Program (CIP) that is contained in the FY 2025-2026 budget, the City's Mobility Plan, and the Space Coast Transportation Planning Organization's Transportation Improvement Plan (TIP).

Florida Statutes allow the annual update to the CIE to be adopted by ordinance. The adoption of the implementing ordinance will be the final action regarding this amendment.

The Annual Update to the CIE includes the following items:

- Updated CIE Project Schedule;
- Text modifications to the CIE; and
- Updated Mobility Project Implementation Plan.

Supporting documentation for the CIE update includes the Space Coast Transportation Planning Organization's (TPO) Long Range Transportation Plan; the TPO's Transportation Improvement Program (TIP), and the School District's Five-Year Capital Facilities Work Plan.

Findings

1. The proposed amendment will bring the Comprehensive Plan into conformity with statutory requirements. The proposal will update the Capital Improvements Schedule within CIE of the Comprehensive Plan.
2. The subject modifications will assure that LOS standards within the Comprehensive Plan are achieved and maintained.

3. The updated CIE identifies the infrastructure needed over the next five years to accommodate the development supported by the Future Land Use Map. It will also ensure consistency with other policies found within the individual elements of the Comprehensive Plan.
4. The proposed annual update to the CIE is required by Section 163.3177, Florida Statutes. The proposal will update the CIE and satisfy the requirements of Florida Statutes.

Recommendation

Approval of the ordinance amending the Comprehensive Plan Capital Improvements Element and updating the schedule of capital improvement projects based upon the findings presented in the staff memorandum.

ORDINANCE NO. 2026-11

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 CHAPTER X OF THE COMPREHENSIVE PLAN, ENTITLED "CAPITAL IMPROVEMENTS ELEMENT", TO REFLECT THE ANNUAL UPDATE OF THE CAPITAL IMPROVEMENTS SCHEDULE; PROVIDING FOR SEVERABILITY AND INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN ADOPTION SCHEDULE. (TEXT2026-0002)

WHEREAS, Chapter 163, Florida Statutes, requires local governments to update their Capital Improvements Element (CIE) annually; and

WHEREAS, modifications to update the five-year capital improvement schedule may be accomplished by ordinance; and

WHEREAS, the City Council has received comments and proposals from the public and held public hearings on March 10, 2026 and March 24, 2026 with regard to the proposed CIE update; and

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

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

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

Sec. 4.04. Adoption of comprehensive plan.

The city's comprehensive plan consists of the one volume book adopted by Ordinance No. 2009-48 on January 12, 2010 entitled Comprehensive Plan - City of Melbourne, January 2010; which comprehensive plan includes ten elements entitled Future Land Use, Public School Facilities, Transportation, Housing, Infrastructure, Coastal Management, Conservation, Recreation and Open Space, Intergovernmental Coordination, and Capital Improvements, an introduction/definition section, and a map atlas, together with amendments adopted by Ordinance No. 2010-10, adopted March 9, 2010; Ordinance No. 2010-28, adopted July 13, 2010; Ordinance No. 2010-31 and Ordinance No. 2010-32, adopted June 22, 2010; Ordinance No. 2010-54 and Ordinance No. 2010-57, adopted December 14, 2010; Ordinance No. 2011-22, Ordinance No. 2011-24, and Ordinance No. 2011-25, adopted July 12, 2011; Ordinance No. 2011-43, adopted September 20, 2011; Ordinance No. 2011-48, adopted October 11, 2011; Ordinance No. 2012-03, adopted January 24, 2012; Ordinance No. 2012-08, adopted February 28, 2012; Ordinance No. 2012-16, adopted April 24, 2012; Ordinance No. 2013-14, Ordinance No. 2013-16, Ordinance No. 2013-17, and Ordinance No. 2013-18 adopted March 26, 2013; Ordinance No. 2013-28, adopted April 23, 2013; Ordinance No. 2013-40, adopted June 25, 2013; Ordinance No. 2013-56 adopted October 22, 2013; Ordinance No. 2013-63, adopted December 10, 2013; Ordinance No. 2014-01 and Ordinance No. 2014-05, adopted January 28, 2014; Ordinance No. 2014-22, Ordinance No. 2014-23, and Ordinance No. 2014-25, adopted May 13, 2014; Ordinance No. 2014-37, adopted July 8, 2014; Ordinance No. 2014-49, adopted September 11, 2014; Ordinance No. 2014-61 and Ordinance No. 2014-64, adopted November 11, 2014; Ordinance No. 2015-19, adopted May 26, 2015; Ordinance No. 2015-21, adopted June 9, 2015; Ordinance No. 2015-24, adopted July 14, 2015; Ordinance No. 2015-36, Ordinance No. 2015-38, and Ordinance No. 2015-41, adopted September 8, 2015; Ordinance No. 2016-11 and Ordinance No. 2016-12, adopted March 8, 2016; Ordinance No. 2016-31 and Ordinance No. 2016-38, adopted June 14, 2016; Ordinance No. 2016-40, adopted July 12, 2016; Ordinance No. 2016-47, adopted July 26, 2016; Ordinance No. 2016-59, adopted September 15, 2016; Ordinance No. 2016-64, adopted September 29, 2016; Ordinance No. 2016-06, adopted October 11, 2016; Ordinance No. 2016-69, adopted October 25, 2016; Ordinance No. 2016-76, adopted January 10, 2017; Ordinance No. 2017-03, adopted February 14, 2017; Ordinance No. 2017-08, adopted February 28, 2017; Ordinance No. 2017-18, adopted April 11, 2017; Ordinance No. 2017-34, adopted July 25, 2017; Ordinance No. 2017-47, adopted October 10, 2017; Ordinance No. 2017-58 and Ordinance No. 2017-61, adopted December 12, 2017; Ordinance No. 2018-06 and Ordinance No. 2018-09, adopted February 27, 2018; Ordinance No. 2018-23, adopted May 22, 2018; Ordinance No. 2018-21, adopted July 10, 2018; Ordinance No. 2018-31, adopted August 14, 2018; Ordinance No. 2018-51, Ordinance No. 2018-54, and Ordinance No. 2018-57, adopted November 27, 2018; Ordinance No. 2019-09, adopted February 26, 2019; Ordinance No. 2019-24, adopted April 23, 2019; Ordinance No. 2019-42 and Ordinance No. 2019-43, adopted September 25, 2019; Ordinance No. 2020-02, Ordinance No. 2020-05, Ordinance No. 2020-08 and Ordinance No. 2020-13, adopted January 28, 2020; Ordinance No. 2020-19, adopted February 25, 2020; Ordinance No. 2020-25, adopted March 24, 2020; Ordinance No. 2020-39, adopted August 11, 2020; Ordinance No. 2021-15, adopted March 23, 2021; Ordinance No. 2021-24 and Ordinance No. 2021-27, adopted July 13, 2021; Ordinance No. 2021-33, adopted July 27, 2021; Ordinance No. 2021-46, adopted October 26, 2021; Ordinance No. 2022-03, adopted February 8, 2022; Ordinance No. 2022-10 and Ordinance No. 2022-13, adopted April 12, 2022; Ordinance No. 2022-14, adopted April 26,

2022; Ordinance No. 2022-19 and Ordinance No. 2022-22, adopted May 24, 2022; Ordinance No. 2022-36, adopted August 23, 2022; Ordinance No. 2022-39, adopted September 13, 2022; Ordinance No. 2022-44, adopted October 25, 2022; Ordinance No. 2022-50 and Ordinance No. 2022-53, adopted November 22, 2022; Ordinance No. 2023-01, adopted January 24, 2023; Ordinance No. 2023-09, adopted March 28, 2023; Ordinance No. 2023-12, adopted April 11, 2023; Ordinance No. 2023-20, adopted June 13, 2023; Ordinance No. 2023-31, adopted October 24, 2023; Ordinance No. 2024-02 and Ordinance No. 2024-05, adopted January 23, 2024; Ordinance No. 2024-14 and Ordinance No. 2024-16, adopted March 26, 2024; Ordinance No. 2024-25, adopted May 28, 2024; Ordinance No. 2024-35, adopted June 11, 2024; Ordinance No. 2024-41, adopted August 13, 2024; Ordinance No. 2024-50, adopted September 11, 2024; Ordinance No. 2024-54, adopted September 25, 2024; Ordinance No. 2024-58, adopted October 8, 2024; Ordinance No. 2024-62 and Ordinance No. 2024-65, adopted October 22, 2024; Ordinance No. 2025-02, adopted January 28, 2025; Ordinance No. 2025-11, adopted March 11, 2025; Ordinance No. 2025-14, adopted March 25, 2025; Ordinance No. 2025-20 and Ordinance No. 2025-21, adopted April 22, 2025; Ordinance No. 2025-25, adopted June 10, 2025; Ordinance No. 2025-32, adopted July 22, 2025; Ordinance No. 2025-43, adopted September 24, 2025; Ordinance No. 2025-47, adopted October 14, 2025; and Ordinance No. 2025-53 and Ordinance No. 2025-62, adopted January 13, 2025; ~~and~~ Ordinance No. 2026-07, adopted March 10, 2026; and Ordinance No. 2026-11 adopted March 24, 2026.

SECTION 2. That the following attachments are incorporated herein by this reference and are hereby adopted as amendments to the City of Melbourne Comprehensive Plan:

Text Revisions to Chapter X, Capital Improvements Element
Table X-1, Five-Year Capital Improvements Schedule
Table X-2, Capital Improvements Schedule Ten-Year Facilities Plan
Table X-3, Mobility Project Implementation Plan

SECTION 3. Severability 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 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]

Attachments: Text Revisions to Chapter X, Capital Improvements Element
 Table X-1, Five-Year Capital Improvements Schedule
 Table X-2, Capital Improvements Schedule Ten-Year Facilities Plan
 Table X-3, Mobility Project Implementation Plan

Ordinance No. 2026-11

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

---Table X - 1: Capital Improvements Schedule FY 20243/20244 to 20287/20298 (Five Year Schedule)

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Drainage Sub-Element							
Leewood Forest wetland and baffle box	Stormwater Utility	890,000				60,000	830,000
Septic to sewer infrastructure	Stormwater Utility	475,000	95,000	95,000	95,000	95,000	95,000
Stormwater conveyance inventory and evaluation	Stormwater Utility Prior Year Surplus	1,250,000 500,000	250,000	250,000	250,000	250,000	250,000
Septic to sewer homeowner program	Stormwater Utility	375,000	75,000	75,000	75,000	75,000	75,000
South Melbourne treatment train	Stormwater Utility	1,700,000 1,650,000	850,000 150,000	850,000 750,000	750,000		
Stormwater Master Plan Update	Stormwater Utility Prior Year Surplus	500,000	500,000	500,000			
Line Street Cemetery baffle box	Stormwater Utility	1,675,000	175,000	1,500,000			
Harbor City treatment train - Melbourne Cemetery baffle box	Stormwater Utility	2,175,000 2,650,000	1,175,000 150,000	1,000,000 1,250,000	1,250,000		
Riverview Park baffle box	SOIRL/Stormwater Utility	850,000 338,091	200,000 338,091	650,000			
Leonard Weaver baffle box	Stormwater Utility	2,700,000	200,000	200,000 750,000	750,000 1,000,000	1,000,000 750,000	750,000
NTP pond retrofit	Stormwater Utility	425,000				65,000	360,000
Eau Gallie upstream dam basin demucking	Stormwater Utility	1,625,000	125,000	750,000 125,000	750,000	750,000	750,000
Brown/Vassar ditch baffle box and hardening	Stormwater Utility	1,100,000 1,600,000	1,000,000 200,000	100,000 1,250,000	150,000		
Pond St. flood control pond	Stormwater Utility	1,675,000 1,625,000				375,000	1,250,000
Darrow Avenue Baffle Box	SOIRL/Stormwater Utility	750,000	750,000				

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Transportation Element							
SJHP/Ellis Road from John Rodes to Wickham Road (managed by Brevard County)	FDOT and Local Funds	34,155,286		34,155,286			
SJHP/Ellis Road from John Rodes to Wickham Road (managed by the FDOT) <u>The City of Melbourne is providing \$1,100,000 for the project.</u>	FDOT and Local Funds	34,275,510 <u>94,155,211</u>	23,158,363 <u>72,710,906</u>	11,117,147 <u>10,194,305</u>	<u>3,750,000</u>	<u>3,750,000</u>	<u>3,750,000</u>
SJHP/Ellis Road from John Rodes to Wickham Road (managed by the FDOT)	FDOT	1,500,000	1,500,000				
Pirate Lane Widening (Babcock to Lipscomb)	Transportation Impact Fees/Mobility Improvements/LOGT	4,000,000 <u>2,000,000</u>	1,000,000	3,000,000 <u>2,000,000</u>			
Commodore Blvd widening	Impact Fees	4,200,000 <u>4,000,000</u>	200,000 <u>2,500,000</u>	2,500,000 <u>1,500,000</u>	1,500,000		
North Drive extension	Impact Fees/Mobility Improvements	4,400,000 <u>3,900,000</u>			400,000	4,000,000 <u>3,500,000</u>	
Woody Burke Road widening	Impact Fees/Mobility Improvements	3,200,000				200,000	3,000,000
Stone Magnet Middle School Safe Routes to School (SRTS) (managed by the City)	FDOT/Mobility Improvements	1,029,006	1,029,006				
Stone Magnet Middle School Safe Routes to School (SRTS) (managed by the FDOT)	FDOT	235,983	235,983				
Sarno Road/Croton Road pedestrian safety improvements	Impact Fees	294,000 <u>416,000</u>		54,000 <u>96,000</u>	240,000 <u>320,000</u>		

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Wickham Road Pedestrian Safety Upgrades at Aurora Rd. and Lake Washington Road	Impact Fees	100,000	100,000				
Eau Gallie Causeway trail feasibility study	Impact Fees	140,000				140,000	<u>140,000</u>
Eau Gallie parking facilities	Eau Gallie CRA/CRA Revenue Bond/ <u>Public Private Partnership</u>	TBD <u>15,362,924</u>		TBD <u>15,362,924</u> <u>4</u>			
Tradewinds Homes Subdivision Road reconstruction	General Fund Dedicated Millage	<u>2,050,000</u> <u>2,000,000</u>	50,000 <u>2,000,000</u>	2,000,000			
Fountainhead Blvd. bridge rehabilitation	General Fund/Future Grant/LOGT	<u>1,920,000</u> <u>1,992,600</u>		<u>1,050,000</u> <u>750,000</u>	870,000 <u>1,242,600</u>		
Dubber Rd. bridge replacement	General Fund/ LOGT <u>50%</u> /Federal Grant	1,575,000		<u>75,000</u>	<u>75,000</u> <u>1,500,000</u>	1,500,000	
Conversion of traffic signals to mast arms – Martin Luther King, Jr. Boulevard/Rialto Place	LOGT	<u>690,000</u> <u>770,000</u>		90,000	<u>600,000</u> <u>90,000</u>	<u>680,000</u>	
Various Railroad crossing repairs	LOGT <u>Reserves</u>	<u>1,450,000</u> <u>1,000,000</u>	200,000	<u>300,000</u> <u>200,000</u>	<u>300,000</u> <u>200,000</u>	<u>300,000</u> <u>200,000</u>	<u>350,000</u> <u>200,000</u>
Unpaved roads in the City	LOGT	<u>150,000</u> <u>100,000</u>	50,000	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>	<u>50,000</u>
East – West corridor expansion (Range Road/Sun Lake Road)	Impact Fees/Mobility Improvements	<u>4,700,000</u> <u>4,950,000</u>		750,000	200,000	2,500,000	<u>1,250,000</u> <u>1,500,000</u>
Harbor City Elementary Safe Routes to Schools	FDOT/Mobility Improvements	1,355,299	103,000	1,252,299			
Sidewalk gap program/ADA transition plan	Mobility Improvements/LOGT	450,000 <u>475,000</u>	90,000	<u>90,000</u> <u>92,000</u>	<u>90,000</u> <u>97,000</u>	<u>90,000</u> <u>91,000</u>	<u>90,000</u> <u>105,000</u>
Gateway US 192 and Front Street	Downtown CRA	60,000	60,000				

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Longwood Subdivision Road resurfacing and reconstruction	General Fund Dedicated Millage	1,600,000		1,600,000			
Downtown core streetscape	Downtown CRA/Bond Long Term Debt	12,131,486 15,304,166	631,486 1,304,166	500,000 1,000,000	11,000,00 0 13,000,00 0		
Parking Management	Downtown CRA	225,000 120,000	115,000	60,000	50,000 60,000		
LED street light upgrade	LOGT	275,000 250,000	75,000 50,000	50,000	50,000	50,000	50,000
S. Babcock Street at Eber Blvd./Pirate Lane	FDOT	1,032,651 1,828,197		1,032,651	1,828,197		
US 1 resurfacing from Myers Dr to Crane Creek	FDOT	8,867,057	8,867,057				
Gateway Drive reconstruction	General Fund Dedicated Millage	800,000	50,000	50,000 750,000	750,000		
Norfolk Parkway western extension	FDOT/Transportation Impact Fees/Mobility Improvements	10,050,000 6,000,000	750,000		1,440,000 3,000,000		7,860,000 3,000,000
Lipscomb Street widening	Transportation Impact Fees/Mobility Improvements	5,450,000				450,000	5,000,000
Croton Road/Parkway Drive intersection improvements	LOGT Transportation Impact Fees	506,000 665,000	10,000 165,000	96,000 500,000	400,000		
Creel, Roy Allen, and Croton Elementary Safe Routes to Schools (SRTS)	FDOT	600,000			600,000		600,000
Railroad crossing safety upgrades	Grant Match Obligation LOGT Reserves	518,000	518,000				
Wickham Road/Mariah Drive left turn lane improvements	Transportation Impact Fees	1,480,000	250,000	1,230,000			

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
SR 518 (Eau Gallie Blvd.) from SR 513 to SR A1A – safety project	FDOT	2,669,652	627,300		2,042,352		
SR 507 resurfacing from north of Palm Bay Rd. to Melbourne Ave.	FDOT	7,033,644		7,033,644			
Melbourne International Airport (Aviation Capacity Projects)							
Terminal Building Improvements	FDOT	14,000,000	2,000,000	5,000,000	5,000,000		
	Airport Authority	10,000,000	2,000,000	5,000,000	5,000,000		
	FAA						
Airport Parking Garage	FDOT	3,000,000		1,500,000	1,500,000		
	Airport Authority			1,500,000	1,500,000		
Land Acquisition Project	FDOT	2,000,000	1,000,000	1,000,000			
	Airport Authority		1,000,000	1,000,000			
International Taxiway Improvements	FDOT	25,000,000	1,255,000	255,000			
	Airport Authority		1,255,000				
	FAA		22,590,000				
Terminal Parking	FDOT	1,100,000	550,000				
	Airport Authority		550,000				
International Apron	FDOT	6,200,000			1,500,000	1,500,000	1,600,000
	Airport Authority				1,500,000	1,600,000	1,600,000
Fuel Farm	FDOT	2,000,000					1,000,000
	Airport Authority						1,000,000
Mobility Plan Projects							
District A							
Pedestrian Facilities							
Hibiscus Boulevard sidewalk	Impact Fees/Mobility	300,000		50,000	250,000		

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
connections	Improvements						
NASA Boulevard Sidewalk Improvements (Eddie Allen Road to Gateway Drive)	FDOT/Mobility Improvements	82,000	82,000				
M-1 Canal Trail Feasibility Study	Mobility Improvements	140,000				140,000	<u>140,000</u>
Bicycle Facilities							
Sarno Road bicycle and pedestrian improvements (US 1 to Eau Gallie Blvd)	Impact Fees/Mobility Improvements	600,000			200,000	200,000	200,000
Transit Facilities							
NASA Blvd bus turn-out and shelters	Babcock CRA	55,615	55,615				
Bus shelter on Sarno Road at Brevard County Service Center	Mobility Improvements/Impact Fees	15,000		15,000			
Transit Shelter on NASA at Sears	Mobility Improvements/Impact Fees	15,000		15,000			
District B							
Pedestrian Facilities							
West Crane Creek pedestrian bridge	Downtown CRA/FIND Grant	4,500,000			750,000	<u>750,000</u> <u>500,000</u>	<u>3,000,000</u> <u>4,000,000</u>
Ballard Park sidewalk (Phase 2)	Mobility Improvements/Transportation Impact Fees	400,000				200,000	200,000
Apollo Sidewalk connections (Hibiscus to NASA and Bulldog)	Babcock CRA	670,000	670,000				

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
US 1 Linear Park Feasibility Study	Impact Fees	140,000			140,000		
South expansion sidewalk connections	Downtown CRA	150,000 200,000	50,000 100,000	100,000			
Bicycle Facilities							
Complete bike lanes along Apollo Boulevard	LOGT/Impact Fees/Mobility Improvements	50,000					50,000
Melbourne Ave. roadway and bike path reconstruction – located in both District B and District C	LOGT	300,000	300,000				
Transit Facilities							
Transit shelter and bus turnout on US 1 at St. Clair Street	Impact Fees/Mobility Improvements	45,000			45,000		
District C							
Pedestrian Facilities							
Complete missing segments of sidewalks on Country Club Road (FIT Area)	LOGT/Mobility Improvements/Impact Fees	23,896			23,896		
Country Club/Edgewood Drive Sidewalk gap	Impact Fees/Mobility Improvements	98,500		98,500			
University Boulevard at Grant Street pedestrian crossing	CDBG	80,574	80,574				
High intensity activated crosswalk at University Boulevard at SW canal crossing	Transportation Impact Fees/CDBG	275,000 280,000	75,000 280,000	200,000			
Bicycle Facilities							

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Add bike racks and related amenities to transit stops at the FIT campus	LOGT/Mobility Improvements	5,000			5,000		
Melbourne Ave. roadway and bike path reconstruction – located in both District B and District C	LOGT	300,000	300,000				
Melbourne Southwest Trail System	FDOT/Transportation Impact Fees	3,451,000	3,451,000				
Transit Facilities							
Construct a bus turnout and transit shelter on Babcock Street (at Mayfair)	Impact Fees/Mobility Improvements	45,000				45,000	
Transit shelter on Babcock Street at NW corner of University Blvd.	Impact Fees/Mobility Improvements	20,000		20,000			
Two bus shelters, FIT and Lipscomb Road areas	CDBG Funds	81,500	81,500				
District D							
Pedestrian Facilities							
Complete sidewalk along Sarno Road	CDBG/Impact Fees/Mobility Improvements	225,231				225,231	
Transit Facilities							
Transit shelter and bus turnout on Sarno Road	CDBG/Impact Fees/Mobility Improvements	45,000					45,000
District E							

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Pedestrian Facilities							
Increase width of sidewalk at BCC transit stop	LOGT/Impact Fees/Mobility Improvements	33,468					33,468
Bicycle Facilities							
Construct bike lanes along Post Road	LOGT/Impact Fees/Mobility Improvements	50,000				50,000	
Install bicycle racks at transit stop on Wickham Road	LOGT/Impact Fees/Mobility Improvements	5,000			5,000		
Transit Facilities							
Bus turnout on Wickham Road (north of Aurora Road)	Impact Fees/Mobility Improvements	33,000				33,000	
Intelligent Transportation System Projects – District Wide							
Traffic Timing Studies	LOGT	<u>650,000</u> <u>350,000</u>	300,000	<u>350,000</u>			350,000
Recreation & Open Space Element							
Front Street Civic Center north parking lot repaving	General Fund	<u>275,000</u> <u>300,000</u>			<u>300,000</u>	275,000	
Public restrooms in the downtown area	Downtown CRA	<u>310,000</u> <u>315,000</u>	<u>5,000</u>		35,000	25,000	250,000
Riverview Park entrance and signage	Downtown CRA	350,000	350,000				
Crane Creek Golf Course equipment building	General Fund	100,000		100,000			
SW Park replacement to ADA accessible playground (W.	General Fund	<u>250,000</u> <u>400,000</u>	<u>400,000</u>	250,000			

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Florida Avenue) for 5-12 year olds	<u>Recreation Impact Fees</u>						
Crane Creek Golf Course cart paths	General Fund PY Surplus <u>Recreation Impact Fees</u>	435,000 <u>500,000</u>	20,000 <u>160,000</u>	160,000 <u>85,000</u>	85,000	85,000	85,000
Sunset playground replacements	General Fund/FRDAP Grant	90,000			90,000		
Harbor City Golf Course cart paths	General Fund PY Surplus <u>Recreation Impact Fees</u>	240,000 <u>300,000</u>	10,000 <u>60,000</u>	60,000	60,000	60,000	50,000
Eddie L. Taylor Park ballfield fencing and backstop replacement	General Fund	70,000 <u>125,000</u>		<u>125,000</u>	70,000		
Harbor City Golf Course parking lot repaving	General Fund PY Surplus	220,000	20,000	200,000			
Grandview Park playground replacements for 5-12 year old children (Victoria Ave.)	General Fund/FRDAP Grant	120,000 <u>116,500</u>			120,000 <u>116,500</u>		
Carol Glanton Park playgrounds replacement and sun shade structure (Main St.)	CDBG	80,000 <u>165,000</u>			80,000 <u>165,000</u>		
Ruffner Park playgrounds new	Recreation Impact Fees	75,000		75,000			
Eau Gallie Cemetery roadways repaving	General Fund	50,000 <u>100,000</u>				50,000 <u>25,000</u>	<u>75,000</u>
Ruffner Park fencing replacement	General Fund/CDBG	140,000		140,000			
Carver ballfield fencing replacement	General Fund	60,000 <u>45,000</u>			60,000	<u>45,000</u>	
McGrath and Crane ballfield fencing replacement-Stewart Rd.	General Fund	260,000 <u>100,000</u>			<u>100,000</u>	260,000	

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Carver ballfield lighting replacement (Swan Street)	General Fund	370,000				370,000	
Harbor City golf instruction studio	Recreation Impact Fees General Fund	120,000 190,000		190,000	20,000	100,000	
Southwest Park ballfield #3 lights replacement	General Fund	380,000			380,000		
Replacement bleachers at McGrath and Crane ballfields	General Fund	60,000		60,000	60,000		
Bennie Hopkins playground replacement (Grant Street)	CDBG	65,000 70,000					65,000 70,000
Carver Park playground (Swan St.) replacement for 2-5 and 5-12 year old children	CDBG	220,000		220,000			
Sherwood playground replacement for 5-12 year old children (Post Rd.)	General Fund	100,000 121,000					100,000 121,000
City Hall expansion improvements	Public Facilities Impact Fees /General Fund PY Surplus	700,000	700,000				
Southwest Park ADA accessible playground (W. Florida Ave.) for 2-5 year olds	Recreation Impact Fees	150,000		150,000			
Riverview Park restroom building	CDBG	206,398	206,398				
Jimmy Moore Park playground replacement	General Fund	200,000	200,000				
Fee Avenue Park pool slide replacement	General Fund	100,000	100,000				
Eau Gallie Civic Center gym floor replacement	General Fund	210,000		210,000	210,000		

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Joseph N. Davis Community Center parking lot repaving	General Fund	120,000			<u>120,000</u>	120,000	
Ballard Park playground replacement for 5-12 year old children (Thomas Barbour Dr.)	Grant/General Fund	275,000					275,000
<u>Holmes Park Plaza Public Space</u>	<u>Downtown CRA/Stormwater Utility/Estimated Fund Balance</u>	<u>2,871,189</u>	<u>521,189</u>	<u>400,000</u>	<u>1,400,000</u>	<u>550,000</u>	
<u>Carver Park football field lighting</u>	<u>CDBG</u>	<u>31,000</u>	<u>31,000</u>				
<u>Riverview and Brothers Parks – Sun Shades</u>	<u>CDBG</u>	<u>140,000</u>	<u>140,000</u>				
<u>Harbor City Golf Course driving range mats</u>	<u>Recreation Impact Fees</u>	<u>75,000</u>	<u>75,000</u>				
<u>Crane Creek Golf Course bridge replacement</u>	<u>General Fund</u>	<u>250,000</u>		<u>250,000</u>			
<u>Crane Creek Golf Course barn expansion</u>	<u>General Fund</u>	<u>125,000</u>		<u>125,000</u>			
<u>Jimmy Moore Park pickleball court replacement</u>	<u>General Fund</u>	<u>200,000</u>		<u>200,000</u>			
<u>Fee Avenue Park tennis court expansion</u>	<u>FRDAP Grant/General Fund</u>	<u>265,000</u>		<u>40,000</u>	<u>225,000</u>		
<u>Pineapple Pier decking replacement</u>	<u>FRDAP Grant/General Fund</u>	<u>180,000</u>		<u>180,000</u>			
<u>Jimmy Moore Park restroom building replacement</u>	<u>Recreation Impact Fees</u>	<u>250,000</u>		<u>250,000</u>			
<u>Crane Park Multipurpose Field fencing replacement (Stewart Road)</u>	<u>General Fund</u>	<u>75,000</u>			<u>75,000</u>		

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Fee Avenue Park tennis fencing replacement	General Fund	90,000			25,000	30,000	35,000
Sherwood Park ballfield fencing replacement (Post Road)	General Fund	40,000				40,000	
Fee Avenue Park fencing replacement	General Fund	65,000			65,000		
Southwest Park ballfield fencing replacement (W. Florida Avenue)	General Fund	120,000					120,000
Crane Park ballfield fencing replacement (Stewart Road)	General Fund	120,000					120,000
Eddie Lee Taylor Sr. football field fencing replacement	General Fund	50,000					50,000
Front Street docks replacement	FIND Grant/Legislative Appropriation/General Fund	1,854,000	927,000	927,000			
Potable Water Sub-Element							
Replacement of 2", 4", & 6" water lines for improved flow and fire protection	Utility Fees	4,000,000 5,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Construct 2 million gallons ground storage tank and pump station at Hibiscus	Long Term Debt	10,350,000 9,700,000	900,000 250,000	9,450,000			
Reverse Osmosis (RO) concentrate pipeline improvements expansion	Utility Fees Long Term Debt	500,000 4,400,000	400,000	4,000,000			500,000
Inspect large diameter transmission water lines	Utility Fees	210,000 300,000	100,000	400,000	100,000	410,000	100,000
Isolation valves in large diameter water transmission mains – various locations	Utility Fees	850,000		425,000		425,000	

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Central Construct Satellite Beach water main replacements -phase 3	Utility Fees Long Term Debt	2,000,000 3,000,000			1,000,000	2,000,000 1,000,000	1,000,000
Construct wells numbers 7, 8, and 9	Long Term Debt	12,000,000 16,000,000		4,000,000 600,000	4,000,000 9,800,000	4,000,000	6,200,000
Construct wells numbers 7, 8, and 9 (below grade)	Long Term Debt	3,600,000	3,600,000				
24" water main west of I-95 from Eau Gallie Blvd south to the Ellis Rd/I-95 interchange	Long Term Debt	4,400,000			400,000	4,000,000 400,000	4,000,000
New 36" water main from the water treatment plant to the water distribution system	Utility Fees Long Term Debt	4,400,000 16,700,000		400,000	4,000,000 0 7,500,000	4,400,000	4,400,000
Construct expansion to the Reverse Osmosis water treatment plant (ROWTP) expansion	Long Term Debt	85,000,000		85,000,000			
Renew permit for the Reverse Osmosis potable water by product discharge	Utility Fees	200,000	200,000				
Update Consumptive Use (CUP) Permit	Utility Fees	350,000			350,000	350,000	
Pine Lakes Mobile Home Park water main replacement and upsizing existing water lines	Construction Reserves	2,250,000	2,250,000				
DeSoto Parkway 12" water main replacement from South Patrick to Verbenia Ct.	Construction Reserves	700,000	700,000				
Water main replacement - New Haven Avenue	Utility Fees Long Term Debt	1,000,000		1,000,000			
Well #1 & #2 replacement pumps, generator and	Long Term Debt	500,000 5,500,000		500,000		500,000	5,000,000

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
additional variable frequency drives							
Fire hydrant exercise and inspection program	Utility Fees	320,000 1,500,000	500,000	160,000	500,000	160,000	500,000
Valve exercising and inspection program	Utility Fees	1,080,000 1,100,000		540,000 550,000		540,000 550,000	
Watermain replacement in Lamplighter Subdivision-replace sections	Utility Fees Long Term Debt	1,150,000		1,150,000	1,150,000		
Reverse osmosis membrane replacements	Utility Fees Long Term Debt	1,000,000 1,100,000	1,100,000		1,000,000		
FDOT drainage project A1A utility adjustments	Utility Fees	600,000		600,000			
Lead and copper service line replacement program	Utility Fees	2,000,000 3,000,000			1,000,000	1,000,000	1,000,000
Water main replacements due to water main breaks – various locations	Utility Fees	1,000,000					1,000,000
Master Plan update for water treatment plant	Utility Fees	100,000	100,000				
Wellfield modeling for future reverse osmosis treatment plant (ROWTP)	Utility Fees	150,000	150,000				
Risk and Resiliency Assessment	Utility Fees	100,000	100,000				
8" water main replacement on Aurora Road east of US 1 to Pineapple Ave.	Utility Fees	600,000	50,000	550,000			
Backwash ponds	Long Term Debt	2,200,000	200,000	2,000,000			
Lamella tube replacements	Long Term Debt	700,000		100,000	600,000		

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
<u>Wells #1 and #2 generators</u>	<u>FEMA Hazard Mitigation Grant</u>	<u>500,000</u>	<u>500,000</u>				
<u>Granular activated carbon replacement</u>	<u>Long Term Debt</u>	<u>2,500,000</u>					<u>2,500,000</u>
Sanitary Sewer Sub-Element							
Install new force main from lift station #6 to new western force main (Sarno Road)	Utility Fees <u>Long Term Debt</u>	4,400,000 <u>8,500,000</u>	400,000 <u>2,500,000</u>	<u>4,000,000</u>	<u>6,000,000</u>		
Rehabilitation of sanitary sewer lines throughout the collection system	Utility Fees	6,750,000 <u>5,000,000</u>	750,000 <u>1,000,000</u>	1,500,000 <u>1,000,000</u>	1,500,000 <u>1,000,000</u>	1,500,000 <u>1,000,000</u>	1,500,000 <u>1,000,000</u>
Rehabilitate sanitary sewer manholes in various easements	Utility Fees	4,500,000 <u>5,000,000</u>	500,000 <u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>	<u>1,000,000</u>
Design and construct new western force main to <u>D. B. Lee water reclamation facility</u>	Long Term Debt	6,700,000 <u>12,500,000</u>	4,000,000 <u>5,000,000</u>	2,700,000 <u>7,500,000</u>			
Design and construct new western lift station (John Rodes Blvd. and Ellis Road)	Utility Fees <u>Long Term Debt</u>	2,675,000			<u>300,000</u>	300,000 <u>2,375,000</u>	2,375,000
Rehabilitate various lift stations throughout the City – locations to be determined	Utility Fees	<u>1,200,000</u>					<u>1,200,000</u>
Rehabilitate sanitary sewer laterals throughout the collection system	Utility Fees	<u>2,500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>
Rehabilitate lift station #27 (Hidden Harbor Dr.)	Utility Fees	<u>1,100,000</u>		<u>1,100,000</u>			

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Replace cast iron force main at lift station #26 (Pineapple Avenue)	<u>Utility Fees</u> <u>Long Term Debt</u>	1,300,000		1,300,000			
Replace asbestos cement force main at lift station #12	<u>Utility Fees</u> <u>Long Term Debt</u>	1,000,000		1,000,000			
Replace cast iron force main at lift station #21	<u>Utility Fees</u> <u>Long Term Debt</u>	1,010,000 <u>900,000</u>	110,000	900,000			
Rehabilitate lift station #36 (1062 Sarno Road)	<u>Utility Fees</u> <u>Long Term Debt</u>	1,310,000		210,000	1,100,000 <u>210,000</u>	<u>1,100,000</u>	
Rehabilitate lift station #56 (1233 Sarno Road)	Utility Fees	1,290,000			215,000	1,075,000 <u>215,000</u>	<u>1,075,000</u>
Replace <u>iron</u> force main at lift station #37 (Babcock) north of RR tracks to manhole #5220	Utility Fees	610,000	<u>110,000</u>	110,000	<u>500,000</u>	500,000	
Replace asbestos cement force main at lift station #3 Thomas Barbour Ln.)	Utility Fees	250,000	<u>50,000</u>	50,000 <u>200,000</u>	200,000		
Replace 9,000' of cast iron force main at lift station #29 (Aurora/Marywood)	<u>Utility Fees</u> <u>Long Term Debt</u>	2,500,000		<u>200,000</u>	200,000 <u>2,300,000</u>	2,300,000	
Replace inverted siphon elimination at Crane Creek	Long Term Debt	4,000,000	<u>4,000,000</u>	4,000,000			
New force main from lift station #23 to new Croton western force main (Eau Gallie River)	<u>Utility Fees</u> <u>Long Term Debt</u>	4,400,000		400,000	4,000,000	<u>400,000</u>	<u>4,000,000</u>
Upsize new force main on Eau Gallie from 8" to 12"	<u>Utility Fees</u> <u>Long Term Debt</u>	1,700,000	<u>1,700,000</u>	1,700,000			
Rehabilitate various force mains – locations to be determined	Utility Fees	1,000,000					1,000,000
<u>Inflow and Infiltration Study (Annual)</u>	<u>Utility Fees</u>	<u>2,500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>	<u>500,000</u>

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
Replace cast iron force main at lift station #14 (Elm St. north of Parkway Dr.)	Long Term Debt	2,200,000		200,000		2,000,000	
Rehabilitate lift station #55 (2900 Stewart Road)	Long Term Debt	1,100,000	1,100,000				
Rehabilitate lift station #23 (Mosswood Drive)	Long Term Debt	3,000,000	500,000	2,500,000			
Rehabilitate lift station #44 (4490 West New Haven Avenue – US 192 and I-95)	Long Term Debt	3,500,000				500,000	3,000,000
Reclaimed Water Improvements							
Mechanical integrity test/inspection for Grant Street injection well system	Utility Fees	300,000				300,000	300,000
D. B. Lee Reclamation Facility process, piping and control improvements	Long Term Debt	16,500,000 23,100,000	1,100,000	16,500,000 0	22,000,000 0		
Phase II reuse expansion at Grant Street WRF	Long Term Debt	5,450,000	500,000	500,000 4,950,000		4,950,000	
Inspection of transmission main	Utility Fees	250,000 300,000				250,000	300,000
Design and construction of New Class I injection well at Grant Street Water Reclamation Facility	Long Term Debt	17,600,000		17,600,000 0 14,300,000 0	3,300,000		
Replace two and add one mechanical bar screens at D. B. Lee WRF	Utility Fees Long Term Debt	1,575,000 2,100,000			100,000	2,000,000	1,575,000
0.300 MG concrete storage tank and process pipe	Utility Fees	550,000				550,000	

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
improvements at D. B. Lee WRF digester							
8" reclaimed water main from Parkway to Eastern Florida State College	Utility Fees <u>Long Term Debt</u>	1,100,000 <u>1,500,000</u>	100,000	1,000,000	<u>1,500,000</u>		
12" reclaimed water main on Aurora Road/Croton Road/Lake Washington	Utility Fees	1,100,000 <u>1,650,000</u>		100,000 <u>150,000</u>	1,000,000 <u>1,500,000</u>		
Rehabilitate carrousel process	Utility Fees <u>Long Term Debt</u>	5,450,000 <u>5,000,000</u>	500,000	4,950,000 <u>5,000,000</u>			
Upgrade/Repair and replace fiber and communications at and between both WRFs	Utility Fees	500,000	500,000				
Facility improvements at Grant Street facility improvements Water Reclamation Facility	Long Term Debt	5,500,000 <u>8,800,000</u>	5,500,000				<u>8,800,000</u>
Underground Injection Control Permit renewal for the operation of the Grant Street deep injection well Water Reclamation Facility	Utility Fees	50,000 <u>75,000</u>	50,000				<u>75,000</u>
Operating Permit renewal for both water reclamation facilities (WRFs)	Utility Fees	150,000 <u>200,000</u>	150,000				<u>200,000</u>
Mechanical bar screens at Grant Street Water Reclamation Facility	Construction Reserves	1,260,000	1,260,000				
12" reclaimed water main on Florida Avenue/Country Club Boulevard – phase two	Utility Fees <u>Long Term Debt</u>	2,500,000			2,500,000		

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

	Source of Funding	Total Cost	FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930
10" reclaimed water main on General Aviation Drive from Croton Road to Harper Road	Utility Fees	1,100,000			100,000	1,000,000	
Grant Street reuse system pumps (upgrade)	Utility Fees	350,000	350,000				
Secondary effluent pump station rehabilitation and expansion at both WRFs	Long Term Debt	5,500,000					5,500,000
D. B. Lee headworks rehabilitation and expansion/dich stabilization	Long Term Debt	16,500,000					16,500,000
Construct 10" reclaimed water main from Croton Road to Wickham Road	Utility Fees	1,150,000		1,150,000			
Construct loop on NASA Boulevard from General Aviation to Harper Road	Utility Fees	2,200,000			200,000	2,000,000	
Lead and copper plan	Utility Fees	2,100,000	300,000	300,000	500,000	500,000	500,000

Source: City of Melbourne Budget Office, City of Melbourne Public Works Utilities Administration, Space Coast TPO Transportation Improvement Program

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Table X - 2: Capital Improvements Schedule Ten-Year Facilities Plan FY 20245/20256 to 20334/20345

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 2930/304/312	FY 304/312/23	FY 312/23/34	FY 323/334	FY 334/345
Drainage Sub-Element												
Leewood Forest wetland and baffle box	SU	.890				.060	.830					
Septic to sewer infrastructure	SU	.475	.095	.095	.095	.095	.095					
Stormwater conveyance inventory and evaluation	SU Prior Year Surplus	1.250 .500	.250	.250	.250	.250	.250					
Septic to sewer homeowner program	SU	.375	0.75	.075	.075	.075	.075					
South Melbourne treatment train	SU	1.700 1.650	.850 .150	.850 .750	.750							
Stormwater Master Plan update	SU Prior Year Surplus	.500	.500	.500								
Line Street Cemetery baffle box	SU	1.675	.175	1.500								
Harbor City treatment train - Melbourne Cemetery baffle box	SU	2.175 2.650	1.175 .150	1.000 1.250	1.25 0							
Riverview Park baffle box	SU/SOIRL	.850 .338	.200 .338	.650								
Leonard Weaver baffle box	SU	2.700	.200	.200 .750	.750 1.00 0	1.000 .750	.750					
NTP pond retrofit	SU	.425				.065	.360					
Eau Gallie upstream dam basin demucking	SU	1.625	.125	.750 .125	.750	.750	.750					

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/323	FY 323/334	FY 334/345
Brown/Vassar ditch baffle box and hardening	SU	1.100 <u>1.600</u>	1.000 <u>.200</u>	.100 <u>1.250</u>	.150							
Pond St. flood control	SU	1.675 <u>1.625</u>				.375	1.250					
<u>Darrow Avenue baffle box</u>	<u>SU/SOIRL</u>	<u>.750</u>	<u>.750</u>									
Transportation Element												
SJHP/Ellis Road from John Rodes to Wickham Road (managed by Brevard County)	FDOT and local funds	34.155		34.155								
SJHP/Ellis Road from John Rodes to Wickham Road (managed by FDOT) <u>The City is providing \$1,100,000 for the project</u>	FDOT and local funds	34.275 <u>94.155</u>	23.15 8 <u>72.71</u> 1	41.117 <u>10.194</u>	3.75 <u>0</u>	<u>3.750</u>	<u>3.750</u>					
SJHP/Ellis Road from John Rodes to Wickham Road (managed by FDOT)	FDOT	1.500	1.500									
Pirate Lane widening (Babcock to Lipscomb)	Impact Fees/Mobility Improvement s/LOGT	4.000 <u>2.000</u>	1.000	3.000 <u>2.000</u>								
Commodore Blvd widening	Impact Fees	4.200 <u>4.000</u>	.200 <u>2.500</u>	2.500 <u>1.500</u>	1.50 <u>0</u>							

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
North Drive extension	Impact Fees/Mobility Improvements	4.400 <u>3.900</u>			.400	4.000 <u>3.500</u>						
Woody Burke Rd widening	Impact Fees/Mobility Improvements	3.200				.200	3.000					
Stone Magnet Middle School safety project (managed by the City)	FDOT/Mobility Improvements	1.029	1.029									
Stone Magnet Middle School safety project (managed by the FDOT)	FDOT	.236	.236									
Sarno Road/Croton Road pedestrian safety intersection improvements	Impact Fees	.294 <u>.416</u>		.054 <u>.096</u>	.240 <u>3.200</u>							
Wickham Road pedestrian safety upgrades at Aurora Rd. and Lake Washington Blvd.	Impact Fees	.100	.100									
Eau Gallie Causeway Trail feasibility study	Impact Fees	.140				.140	<u>.140</u>					
Eau Gallie parking facility	Eau Gallie CRA/CRA Revenue	TBD <u>15.363</u>		TBD <u>15.363</u>								

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/323	FY 323/334	FY 334/345
	Bond/Public Private Partnership											
Fountainhead Blvd. bridge rehabilitation	General Fund/ Federal Future Grant/LOGT	1.920 1.993		1.050 .750	.870 1.243							
Dubber Rd. bridge replacement	General Fund/LOGT 50%/ Federal Grant	1.575		.750	0.75 1.50 0	1.500						
Tradewinds Homes Subdivision Road reconstruction	General Fund Dedicated Millage	2.050 2.000	.050 2.000	2.000								
Conversion of traffic signals to mast arms – Martin Luther King Jr. Boulevard/Rialto Place	LOGT	.690 .770		.090	.600 .090	.680						
Various Railroad crossing repairs	LOGT Reserves	1.450 1.000	.200	.300 .200	.300 .200	.300 .200	.350 .200					
Unpaved roads in the City	LOGT	.150 .100	.050	.050	.050	.050	.050					
East – West corridor expansion (Range Road/Sun Lake Road)	Impact Fees/Mobility Improvements	4.700 4.950		.750	.200	2.500	1.250 1.500					
Harbor City Elementary safe routes to school	FDOT/Mobility	1.355	.103	1.252								

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
	Improvements											
Sidewalk gap program/ADA transition plan	Mobility Improvements/LOGT	.450 <u>.475</u>	.090	.090 <u>.092</u>	.090 <u>.097</u>	.090 <u>.091</u>	.090 <u>.105</u>					
Gateway US 192 and Front Street	Downtown CRA	.060	.060									
Downtown core streetscape	Downtown CRA/Bond Long Term Debt	12.131 <u>15.304</u>	.631 <u>1.304</u>	.500 <u>1.000</u>	11.0 0 <u>13.0</u> 0							
Parking management	Downtown CRA	.225 <u>.120</u>	.115	.060	.050 <u>.060</u>							
LED street light upgrade	LOGT	.275 <u>.250</u>	0.75 <u>.050</u>	.050	.050	.050	.050					
S. Babcock Street at Eber Blvd./Pirate Lane	FDOT	1.032 <u>1.828</u>		1.032	1.82 8							
US 1 resurfacing from Myers Dr to Crane Creek	FDOT	8.867	8.867									
Longwood Subdivision Road resurfacing and reconstruction	General Fund Dedicated Millage	1.600		1.600								
Gateway Drive Reconstruction	General Fund Dedicated Millage	.800	.050	.050 <u>.750</u>	.750							
Norfolk Parkway western extension	FDOT/Impact Fees/Mobility Improvements	10.050 <u>6.000</u>	.750		1.44 0 <u>3.00</u> 0		7.860 <u>3.000</u>					

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
Lipscomb Street Widening	Impact Fees/Mobility Improvements	5.450				.450	5.000					
Croton Road/Parkway Drive Intersection Improvements	LOGT Impact Fees	.506 .665	.010 .165	.096 .500	.400							
Creel, Roy Allen, and Croton Elementary Safe Routes to Schools (SRTS)	FDOT	.600			.600		.600					
Railroad crossing safety upgrades	Grant Match Obligation/LOGT Reserves	.518	.518									
Wickham Road/Mariah Drive left turn lane improvements	Impact Fees	1.480	.250	1.230								
SR 518 (Eau Gallie Blvd.) from SR 513 to SRA1A – safety project	FDOT	2.670	.627		2.042							
SR 507 resurfacing from north of Palm Bay Road to Melbourne Avenue	FDOT	7.033		7.033								
Mobility Plan												
District A												
Pedestrian Facilities												
Hibiscus Boulevard	Impact	.300		.050	.250							

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/323	FY 323/334	FY 334/345
sidewalk connections	Fees/Mobility Improvements											
NASA Blvd sidewalk improvements (Eddie Allen Road to Gateway Drive)	FDOT/Mobility Improvements	.082	.082									
M-1 Canal Trail feasibility study	Mobility Improvements	.140				.140	.140					
Bicycle Facilities												
Sarno Road bicycle and pedestrian improvements (US 1 to Eau Gallie Blvd.)	Impact Fees/Mobility Improvements	.600			.200	.200	.200					
Transit Facilities												
NASA Blvd bus turn-out and shelters	Babcock GRA	.056	.056									
Transit Shelter on NASA at Sears	Mobility Improvements/Impact Fees	.015		.015								
Bus Shelter on Sarno Road at Brevard County Service Center	Mobility Improvements/Impact Fees	.015		.015								
District B												

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/323	FY 323/334	FY 334/345
Pedestrian Facilities												
Ballard Park sidewalk (Phase 2)	Mobility Improvement s/Impact Fees	.400				.200	.200					
West Crane Creek pedestrian bridge	Downtown CRA/FIND Grant	4.500			.750	.750	3.000					
Apollo sidewalk connections (Hibiscus to NASA and Bulldog)	Babcock CRA	.670	.670									
US 1 Linear Park Feasibility Study	Impact Fees	.140			.140							
South expansion sidewalk connections	Downtown CRA	.150	.050	.100								
Bicycle Facilities												
Complete bike lanes along Apollo Boulevard	LOGT/Impact Fees/Mobility Improvement s	.050					.050					
Melbourne Ave. roadway and bike path reconstruction – located in both District B and District C	LOGT/	.300	.300									
Transit Facilities												
Transit shelter and bus turnout on US 1 at St. Clair Street	Impact Fees/Mobility Improvement	.045			.045							

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/323	FY 323/334	FY 334/345
	s											
District C												
Pedestrian Facilities												
Complete missing segments of sidewalks on Country Club Road-FIT area	LOGT/Mobility Improvements/Impact Fees	.024			.024							
Country Club/Edgewood Drive sidewalk gap	Impact Fees/Mobility Improvements	.099		.099								
University Boulevard at Grant Street pedestrian crossing	CDBG	.080	.080									
High intensity activated crosswalk at University Boulevard at SW Canal crossing	Transportation Impact Fees/CDBG	.275 .280	.075 .280	.200								
Bicycle Facilities												
Add bike racks and related amenities to transit stops at the FIT campus	LOGT/Mobility Improvements	.005			.005							
Melbourne Ave. roadway and bike path reconstruction – located in both District B and	LOGT	.300	.300									

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/323	FY 323/334	FY 334/345
District C												
Melbourne Southwest Canal trail system	FDOT	3.451	3.451									
Transit Facilities												
Construct a bus turnout and transit shelter on Babcock Street (at Mayfair)	Impact Fees/Mobility Improvements	.045				.045						
Transit shelter on Babcock Street at NW corner of University Blvd.	Impact Fees/Mobility Improvements	.020		.020								
Two bus shelters, FIT and Lipscomb Road areas	CDBG Funds	.082	.082									
District D												
Pedestrian Facilities												
Complete sidewalk along Sarno Road	CDBG/Mobility Improvements/ Impact Fees	.225				.225						
Transit Facilities												
Transit shelter and bus turnout on Sarno Road	CDBG/Mobility Improvements/ Impact Fees	.045				.045						

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
District E												
Pedestrian Facilities												
Increase width of sidewalk at BCC transit stop	LOGT/Impact Fees/Mobility Improvements	.0334					.0334					
Bicycle Facilities												
Construct bike lanes along Post Road	LOGT/Impact Fees/Mobility Improvements	.050				.050						
Install bike racks at transit stop on Wickham Road	LOGT/Mobility Improvements/ Impact Fees	.005			.005							
Transit Facilities												
Bus turnout on Wickham Road (north of Aurora Road)	Impact Fees/Mobility Improvements	.033				.033						
ITS – District Wide												
Traffic timing studies	LOGT	.650 .350	.300	.350			.350					
Recreation & Open Space Element												

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/323	FY 323/334	FY 334/345
Front Street Civic Center Park north parking lot repaving	General Fund	.275 .300			.300	.275						
Public restrooms in the downtown area	Downtown CRA	.310 .315	.005		.035	.025	.250					
Riverview Park entrance and signage	Downtown CRA	.350	.350									
Crane Creek Golf Course equipment building	General Fund	.100		.100								
SW Park replacement to ADA accessible playground (W. Florida Ave.) for 5-12 year olds	General Fund Recreation Impact Fees	.250 .400	.400	.250								
Crane Creek Golf Course cart path	General Fund PY Surplus Recreation Impact Fees	.435 .500	.020 .160	.160 .085	.085	.085	.085					
Sunset playground replacements	General Fund/FRDAP Grant	.090			.090							
Harbor City golf course new cart paths	General Fund PY Surplus Recreation Impact Fees	.240 .300	.010 .060	.060	.060	.060	.050					
Eddie L. Taylor Park ballfield fencing and backstop replacement	General Fund	.070 .125		.125	.070							
Harbor City Golf Course parking lot repaving	General Fund PY Surplus	.220	.020	.200								

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
Grandview Park playground replacements for 5-12 year old children (Victoria Ave.)	General Fund/FRDAP Grant	.120 .117			.120 .117							
Carol Glanton Park playgrounds replacement and sun shade structure (Main St.)	CDBG	.080 .165			.080 .165							
Ruffner Park playgrounds new	Recreational Impact Fees	.075		.075								
Eau Gallie Cemetery roadways repaving	General Fund	.050 .100				.050 .025	.075					
Ruffner Parks fencing replacement	General Fund/CDBG	.140		.140			.					
Carver ballfield fencing replacement	General Fund	.060 .045			.060	.045						
McGrath and Crane ballfield fencing replacement-Stewart Rd.	General Fund	.260 .100			.100	.260						
Carver ballfield lighting replacement (Swan St.)	General Fund	.370				.370						
Harbor City golf instruction studio	Recreation Impact Fees General Fund	.120 .190		.190	.020	.100						
Southwest Park ballfield #3 lights replacement	General Fund	.380			.380							

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
Replacement bleachers at McGrath and Crane ballfields	General Fund	.060		<u>.060</u>	<u>-.060</u>							
Bennie Hopkins playground replacement (Grant Street)	CDBG	<u>-.065</u> <u>.070</u>						<u>-.065</u> <u>.070</u>				
Carver Park playground (Swan St.) replacement for 2-5 and 5-12 year old children	CDBG	.220		.220								
Sherwood playground replacement for 5-12 year old children (Post Road)	General Fund	<u>-.100</u> <u>.121</u>						<u>-.100</u> <u>.121</u>				
City Hall expansion improvements	Public Facilities Impact Fees /General Fund PY Surplus	.700	.700									
Southwest Park ADA accessible playground (W. Florida Ave.) for 2-5 year olds	Recreation Impact Fees	.150		.150								
Riverview Park restroom building	CDBG	.206	.206									
Jimmy Moore Park playground replacement	General Fund	.200	.200									

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
Fee Avenue Park pool slide replacement	General Fund	.100	.100									
Eau Gallie Civic Center gym floor replacement	General Fund	.210		.210	.210							
Joseph N. Davis Community Center parking lot repaving	General Fund	.120			.120	.120						
Ballard Park playground replacement for 5-12 year old children (Thomas Barbour Dr.)	Grant/General Fund	.275					.275					
Holmes Park Plaza Public Space	Downtown CRA /Stormwater Utility/ Estimated Fund Balance	2.871	.521	.400	1.400	.550						
Carver Park football field lighting	CDBG	.031	.031									
Riverview and Brothers Parks – Sun Shades	CDBG	.140	.140									
Harbor City Golf Course driving range mats	Recreation Impact Fees	.075	.075									
Crane Creek Golf Course bridge replacement	General Fund	.250		.250								

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/301	FY 301/312	FY 312/323	FY 323/334	FY 334/345
<u>Crane Creek Golf Course barn expansion</u>	<u>General Fund</u>	<u>.125</u>		<u>.125</u>								
<u>Jimmy Moore Park pickleball court replacement</u>	<u>General Fund</u>	<u>.200</u>		<u>.200</u>								
<u>Fee Avenue Park tennis court expansion</u>	<u>FRDAP Grant/General Fund</u>	<u>.265</u>		<u>.040</u>	<u>.225</u>							
<u>Pineapple Pier decking replacement</u>	<u>FRDAP Grant/General Fund</u>	<u>.180</u>		<u>.180</u>								
<u>Jimmy Moore Park restroom building replacement</u>	<u>Recreation Impact Fees</u>	<u>.250</u>		<u>.250</u>								
<u>Crane Park Multipurpose Field fencing replacement (Stewart Road)</u>	<u>General Fund</u>	<u>.075</u>			<u>.075</u>							
<u>Fee Avenue Park tennis fencing replacement</u>	<u>General Fund</u>	<u>.090</u>			<u>.025</u>	<u>.030</u>	<u>.035</u>					
<u>Sherwood Park ballfield fencing replacement (Post Road)</u>	<u>General Fund</u>	<u>.040</u>				<u>.040</u>						
<u>Fee Avenue Park fencing replacement</u>	<u>General Fund</u>	<u>.065</u>			<u>.065</u>							
<u>Southwest Park ballfield fencing replacement (W. Florida Avenue)</u>	<u>General Fund</u>	<u>.120</u>					<u>.120</u>					

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/323	FY 323/334	FY 334/345
Crane Park ballfield fencing replacement (Stewart Road)	General Fund	.120					.120					
Eddie Lee Taylor Sr. football field fencing replacement	General Fund	.050					.050					
Front Street docks replacement	FIND Grant/ Legislative Appropriation /General Fund	1.854	.927	.927								
Potable Water Sub-Element												
Replace 2", 4", and 6" water lines for improved flow and fire protection	Utility Fees	9.000 10.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Reverse Osmosis (RO) concentrate pipeline improvements expansion	Utility Fees Long Term Debt	.500 4.400	.400	4.000			.500					
Construct 2 million gallons ground storage tank and pump station at Hibiscus	Long Term Debt	10.350 9.700	.900 .250	9.450								
Inspect large diameter transmission mains	Utility Fees	.510 .500	.100	.100	.100	.100	.100	.100	.100	.100	.100	.100
Isolation valves in large diameter water transmission mains – various locations	Utility Fees	2.125		.425		.425		.425		.425		.425

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
Construct Central Satellite Beach water main replacements – phase 3	Utility Fees Long Term Debt	2.000 3.000			1.00 0	2.000 1.000	1.000					
Construct wells numbers 7, 8, and 9 (above grade)	Long Term Debt	12.000 16.600		4.000 .600	4.00 0 9.80 0	4.000	6.200					
Construct wells numbers 7, 8, and 9 (below grade)	Long Term Debt	3.600	3.600									
24" water main west of I-95 from Eau Gallie Blvd south to the Ellis Rd/I-95 interchange	Long Term Debt	4.400			.400	4.000 .400	4.000					
New 36" water main from the water treatment plant to the distribution system	Utility Fees Long Term Debt	4.400 16.700	.400	7.500	4.00 0	4.400	4.400					
Construct expansion to the Reverse Osmosis water treatment plant expansion (ROWTP)	Long Term Debt	85.000		85.000								
Renew permit for the reverse osmosis potable water by product discharge	Utility Fees	.450 .550	.200				.250	.250			.	.300
Update Consumptive Use (CUP) Permit	Utility Fees	.700 .750			.350	.350				.400	.350	

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/23	FY 323/34	FY 334/45
Pine Lakes Mobile Home Park water main replacement and upsizing existing water lines	Construction Reserves	2.250	2.250									
DeSoto Parkway 12" water main replacement from South Patrick to Verbenia Ct.	Construction Reserves	.700	.700									
Water main replacement - on New Haven Avenue	Utility Fees Long Term Debt	1.000		1.000								
Well #1 and #2 replacement pumps, generator, and additional variable frequency drives	Long Term Debt	.500 5.500		.500		.500	5.000					
Fire hydrant exercise and inspection program	Utility Fees	.800 2.500	.500	.160	.500	.160	.500	.160	.500	.160	.500	.160
Valve exercising and inspection program	Utility Fees	2.700 2.750		.540 .550		.540 .550		.540 .550		.540 .550		.540 .550
Water main replacement in Lamplighter Subdivision-replace sections	Utility Fees Long Term Debt	1.150		1.150	1.150 0							
Rehabilitation of five ground storage tanks	Long Term Debt	.500						.500				
Water meter replacements	Utility Fees	2.220										2.220

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 2930/301312	FY 301/31223	FY 312/32334	FY 323/33434	FY 334/345
(estimated 16,000-meter replacements per year)												
Reverse Osmosis membrane replacements	Utility Fees Long Term Debt	1.000 1.100	1.100		1.000							
FDOT drainage project A1A utility adjustments	Utility Fees	.600		.600								
Lead and copper service line replacement program	Utility Fees Long Term Debt	2.000 3.000			1.000	1.000						
Water main replacements due to water main breaks – various locations	Utility Fees	6.000					1.000	1.000	1.000	1.000	1.000	1.000
Master Plan update for water treatment plant	Utility Fees	.400	.100									
Wellfield modeling for future reverse-osmosis treatment plant	Utility Fees	.150	.150									
Risk and Resiliency Assessment	Utility Fees	.400	.100									
8" water main replacement on Aurora Road east of US 1 to Pineapple Ave.	Utility Fees	.600	.050	.550								
Backwash Ponds	Long Term Debt	2.200	.200	2.000								
Lamella Tube Replacements	Long Term Debt	.700		.100	.600							

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/323	FY 323/334	FY 334/345
<u>Wells #1 and #2 Generators</u>	<u>FEMA Hazard Mitigation Grant</u>	<u>.500</u>	<u>.500</u>									
<u>Granular activated carbon replacement</u>	<u>Long Term Debt</u>	<u>2.500</u>					<u>2.500</u>					
Sanitary Sewer Sub-Element												
Rehabilitate sanitary sewer manholes in various easements	Utility Fees	<u>9.500</u> <u>10.000</u>	<u>.500</u> <u>1.000</u>	1.000	1.000 0	1.000	1.000	1.000 0	1.000 0	1.000	1.000	1.000
Install new force main from lift station #6 to new western force main Sarno Road	<u>Utility Fees</u> <u>Long Term Debt</u>	<u>4.400</u> <u>8.500</u>	<u>.400</u> 2.500	4.000	<u>6.00</u> <u>0</u>							
Rehabilitation of sanitary sewer lines throughout the collection system	Utility Fees	<u>14.250</u> <u>10.000</u>	<u>.750</u> <u>1.000</u>	<u>1.500</u> <u>1.000</u>	<u>1.50</u> <u>0</u> <u>1.00</u> <u>0</u>	<u>1.500</u> <u>1.000</u>	<u>1.500</u> <u>1.000</u>	<u>1.50</u> <u>0</u> <u>1.00</u> <u>0</u>	<u>1.50</u> <u>0</u> <u>1.00</u> <u>0</u>	<u>1.500</u> <u>1.000</u>	<u>1.500</u> <u>1.000</u>	<u>1.500</u> <u>1.000</u>
Design and construct new western force to <u>D. B. Lee water reclamation facility</u>	Long Term Debt	<u>6.700</u> <u>12.500</u>	<u>4.000</u> <u>5.000</u>	<u>2.700</u> <u>7.500</u>								
Design and construct new western lift station (John Rodes Blvd. and Ellis Road)	<u>Utility Fees</u> <u>Long Term Debt</u>	2.675			<u>.300</u>	<u>.300</u> <u>2.375</u>	<u>2.375</u>					
Rehabilitate various lift stations throughout the City – locations to be determined	Utility Fees	7.200					1.200	1.200 0	1.200 0	1.200	1.200	1.200

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/23	FY 323/34	FY 334/45
Rehabilitate sanitary sewer laterals throughout the collection system	Utility Fees	5.000	.500	.500	.500	.500	.500	.500	.500	.500	.500	.500
Rehabilitate lift station #27 (Hidden Harbor Dr.)	Utility Fees	1.100		1.100								
Replace cast iron force main at lift station #26 (Pineapple Avenue)	Utility Fees Long Term Debt	1.300		1.300								
Replace asbestos cement force main at lift station #12	Utility Fees Long Term Debt	1.000		1.000								
Replace cast iron force main at lift station #21	Utility Fees Long Term Debt	1.010	.110	.900								
Rehabilitate lift station #36 (1062 Sarno Road)	Utility Fees Long Term Debt	1.310		-.210	1.100 0 .210	1.100						
Rehabilitate lift station #56 (1233 Sarno Road)	Utility Fees	1.290			-.215	1.075 .215	1.075					
Replace iron force main at lift station #37 (Babcock north of RR tracks to manhole #5220)	Utility Fees	.610	-.110 .110		.500	.500						
Replace asbestos cement force main at lift station #3 (Thomas Barbour Ln.)	Utility Fees	.250	.050	-.050 .200	-.200							

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/293	FY 293/304	FY 304/312	FY 312/23	FY 323/34	FY 334/45
Replace 9,000' of cast iron force main at lift station #29 (Aurora/Marywood)	Utility Fees <u>Long Term Debt</u>	2.500		.200	<u>.200</u> <u>2.300</u> <u>0</u>	2.300						
Replace inverted siphon elimination at Crane Creek	Long Term Debt	4.000	<u>4.000</u>	4.000								
New force main from lift station #23 to new Croton western force main (Eau Gallie River)	Utility Fees/ <u>Long Term Debt</u>	4.400		.400	<u>4.000</u> <u>0</u>	<u>.400</u>	<u>4.000</u>					
Mechanical integrity/test inspection for Grant Street injection well system	Utility Fees	.650				<u>.300</u>	<u>.300</u>				<u>.350</u>	<u>.350</u>
Water Reclamation Facilities (WRFs) evaluation and master plan	Reserves (413)	.500									.500	
D. B. Lee WRF process, piping, and control improvements	Long Term Debt	16.500 <u>23.100</u>	<u>1.100</u>	16.500	<u>22.000</u> <u>0</u>							
Phase II reuse expansion at Grant St. WRF	Long Term Debt	5.450	<u>.500</u>	.500 <u>4.950</u>		4.950						
Inspection of secondary effluent disposal transmission mains	Utility Fees	.550 <u>.650</u>				<u>.250</u>	.250 <u>.300</u>				<u>.300</u>	<u>.350</u>
<u>Design and construction of New</u>	Long Term Debt	17.600		17.600 <u>14.300</u>	<u>3.300</u> <u>0</u>							

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 304/312	FY 312/323	FY 323/334	FY 334/345	
Class I injection well Grant Street WRF												
Replace two and add one mechanical bar screens at D. B. Lee WRF	Utility Fees Long Term Debt	1.575 2.100			.100	2.000	1.575					
0.300 MG concrete storage tank and process pipe improvements at D. B. Lee WRF digester	Utility Fees	.550				.550						
8" reclaimed water main from Parkway to Eastern Florida State College	Utility Fees Long Term Debt	1.100 1.500	.100	1.000	1.50 0							
12" reclaimed water main on Aurora/Croton/Lake Washington	Utility Fees	1.100 1.650		.150	1.00 0 1.50 0							
Reuse expansion at D.B. Lee to include reuse filters	Utility Fees	5.065							.585		4.480	
Rehabilitate various force mains – locations to be determined	Utility Fees	6.000					1.000	1.00 0	1.00 0	1.000	1.000	1.000
Upsize new force main on Eau Gallie from 8" to 12"	Utility Fees Long Term Debt	1.700	1.700	1.700								

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930/301	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
Rehabilitate carousel process	Utility Fees <u>Long Term Debt</u>	5.450 <u>5.000</u>	.500	4.950 <u>5.000</u>								
Upgrade/Repair and replace fiber and communications at and between both WRFs	Utility Fees	.500	.500									
Facility Improvements at Grant Street Water facility improvements Reclamation Facility	Long Term Debt	5.500 <u>8.800</u>	5.500					<u>8.800</u>				
Underground Injection Control Permit renewal for the operation of the Grant Street deep injection well Water Reclamation Facility	Utility Fees	.050 <u>.175</u>	.050					<u>.075</u>				<u>.100</u>
Operating Permit renewal for both Water Reclamation Facilities	Utility Fees	.150 <u>.450</u>	.150					<u>.200</u>				<u>.250</u>
Mechanical bar screens at Grant Street Water Reclamation Facility	Construction Reserves	1.260	1.260									
12" reclaimed water main on Florida Avenue/Country Club Boulevard – phase two	Utility Fees <u>Long Term Debt</u>	2.500			2.500							
10" reclaimed water main on General Aviation Drive from	Utility Fees	1.100			.100	1.000						

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
Croton Road to Harper Road												
<u>Inflow and Infiltration Study (Annual)</u>	<u>Utility Fees</u>	<u>2.500</u>	<u>.500</u>	<u>.500</u>	<u>.500</u>	<u>.500</u>	<u>.500</u>					
<u>Replace cast iron force main at lift station #14 (Elm St. north of Parkway Dr.)</u>	<u>Long Term Debt</u>	<u>2.200</u>		<u>.200</u>		<u>2.000</u>						
<u>Rehabilitate lift station #55 (2900 Stewart Road)</u>	<u>Long Term Debt</u>	<u>1.100</u>	<u>1.100</u>									
<u>Rehabilitate lift station #23 (Mosswood Drive)</u>	<u>Long Term Debt</u>	<u>3.000</u>	<u>.500</u>	<u>2.500</u>								
<u>Rehabilitate lift station #44 (4490 West New Haven Avenue – US 195 and I-95)</u>	<u>Long Term Debt</u>	<u>3.500</u>				<u>.500</u>	<u>3.000</u>					
<u>Grant Street reuse system pumps (upgrade)</u>	<u>Utility Fees</u>	<u>.350</u>	<u>.350</u>									
<u>Secondary effluent pump station rehabilitation and expansion at both WRFs</u>	<u>Long Term Debt</u>	<u>5.500</u>					<u>5.500</u>					
<u>D. B. Lee headworks rehabilitation and expansion/ditch stabilization</u>	<u>Long Term Debt</u>	<u>16.500</u>					<u>16.500</u>					

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Project	Source of Funding	Total Project Cost	Fiscal Year Costs (in Millions)									
			FY 245/256	FY 256/267	FY 267/278	FY 278/289	FY 289/2930	FY 301/312	FY 312/323	FY 323/334	FY 334/345	
<u>Construct 10" reclaimed water main from Croton Road to Wickham Road</u>	<u>Utility Fees</u>	<u>1.150</u>		<u>1.150</u>								
<u>Construct loop on NASA Boulevard from General Aviation to Harper Road</u>	<u>Utility Fees</u>	<u>2.200</u>			<u>.200</u>	<u>2.000</u>						
<u>Lead and Copper Plan</u>	<u>Utility Fees</u>	<u>2.100</u>	<u>.300</u>	<u>.300</u>	<u>.500</u>	<u>.500</u>	<u>.500</u>					

Source: City of Melbourne Budget Office, City of Melbourne Public Works Utilities Administration, Space Coast TPO Transportation Improvement Program

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT
Table X-3 Mobility Project Implementation Plan*

Priority	Activity/Project	Location/Segment	Year 1	Year 2	Year 3	Year 4	Year 5	Total per item	Potential Funding Sources
			20254-20265	20265-20276	20276-20287	20287-20298	20298-203029		
Pedestrian Facilities									
DISTRICT A Melbourne International Airport Area									
1	Hibiscus Boulevard sidewalk connections	South side of Hibiscus Boulevard		\$50,000	\$250,000			\$300,000	Impact Fees, Mobility Improvements Grants, TIF Fund, General Fund, Developer Contributions, State Appropriations
2	NASA Boulevard Sidewalk Improvements	Eddie Allen Road to Gateway Drive		\$82,000				\$82,000	FDOT/Mobility Improvements
32	M-1 Canal Trail feasibility study	M-1 Canal area				\$140,000	\$140,000	\$140,000	Mobility Improvements
43	Complete sections of 5-foot sidewalks along both sides of Wickham Road	Sarno Road to Ellis Road				\$132,805		\$132,805	Impact Fees, Mobility Improvements Grants, TPO Mini Grant, General Fund, Developer Contributions, State Appropriations
54	Construct a Pedway/Greenway along M-1 Canal	M-1 Canal along Ellis Road				\$1,235,000		\$1,235,000	Impact Fees, Mobility Improvements Grants, TPO Mini Grant, General Fund, Developer Contributions, State Appropriations
65	Construct 5-foot sidewalks along both sides of Dr. Martin Luther King, Jr. Boulevard	NASA Boulevard to West Hibiscus Boulevard					\$99,653	\$99,653	Impact Fees, Mobility Improvements Grants, TIF Fund, General Fund, Developer Contributions, State Appropriations
76	Complete segments of sidewalk along Evans Road	Hibiscus Boulevard to NASA Boulevard					\$94,628	\$94,628	Impact Fees, Mobility Improvements Grants, TPO Mini Grant, TIF Fund, General Fund, Developer Contributions, State Appropriations
Bicycle Facilities									
1	Complete bike lane on NASA Boulevard	Woody Burke Drive to Babcock Street			\$910,780			\$910,780	Impact Fees, Mobility Improvements Grants, TIF Funds, TPO Mini Grant, General Fund, Developer Contributions
2	Construct on-street bike lanes on Dr. Martin Luther King, Jr. Boulevard	Apollo Boulevard to New Haven Avenue			\$1,160,510			\$1,160,510	Impact Fees, Mobility Improvements Grants, TIF Funds, TPO Mini Grant, General Fund, Developer Contribution
3	Complete bike lane segments on Woody Burke Drive	Hibiscus Boulevard to NASA Boulevard					\$440,700	\$440,700	Impact Fees, Mobility Improvements Grants, TPO Mini Grant, General Fund, Developer Contributions
4	Sarno Road bicycle and pedestrian improvements	US 1 to Eau Gallie Blvd.			\$200,000	\$200,000	\$200,000	\$600,000	Impact Fees, Mobility Improvements Grants, TPO Mini Grant, General Fund, Developer Contributions

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Priority	Activity/Project	Location/Segment	Year 1	Year 2	Year 3	Year 4	Year 5	Total per item	Potential Funding Sources
			20254-20265	20265-20276	20276-20287	20287-20298	20298-203029		
	Transit Facilities								
1	NASA Blvd. bus turn out and shelter	NASA Boulevard area	\$55,615					\$55,615	Babcock-CRA
21	Bus Turnout on Airport Boulevard	At Legacy Apartments				\$33,000		\$33,000	Impact Fees, Mobility Improvements Developer Contributions, ARRA Funds and Federal Transit Capital Grant
32	Transit shelter on NASA	At Sears Center		\$15,000				\$15,000	Mobility Improvements, Developer Contributions, Grants, and Impact Fees
43	Bus Turnout on NASA Boulevard	At Sears Center			\$33,000			\$33,000	Mobility Improvements, Local Option Gas Tax, ARRA Funds and Federal Transit Capital Grant
54	Park and ride lot at Melbourne Square Mall (Public/Private Partnership)	Melbourne Square Mall					TBD	TBD	Impact Fees, General Fund, Developer Contributions
65	Bus shelter on Sarno Road	At Brevard County Service Plaza		\$15,000				\$15,000	Mobility Improvements, Developer Contributions, Grants, and Impact Fees
DISTRICT B Community Redevelopment Areas/US 1 Corridor Area									
	Pedestrian Facilities								
1	West Crane Creek pedestrian bridge	Crane Creek, south of Melbourne Ave.			\$750,000	\$750,000	\$3,000,000	\$4,500,000	Downtown CRA, FIND Grant
2	Apollo Sidewalk Connections	Hibiscus to NASA and Bulldog	\$670,000					\$670,000	Babcock-CRA
3-2	South expansion sidewalk connections	Downtown CRA	\$50,000 \$100,000	\$100,000				\$150,000 \$200,000	Downtown CRA
4-3	US 1 Linear Park feasibility study	East side of US 1			\$140,000			\$140,000	Impact Fees
5-4	Complete segments of sidewalk along Hibiscus Boulevard	Medical Park Drive to US 1				\$55,472		\$55,472	Impact Fees, Mobility Improvements, Grants, TIF Funds, TPO Mini Grant, General Fund, Developer Contributions
6-5	Connect sidewalk segments for both sides of Bulldog Boulevard	Mid-block at Melbourne High School to Hickory Street			\$61,998			\$61,998	Impact Fees, Mobility Improvements, Grants, TIF Funds, TPO Mini Grant, General Fund, Developer Contributions
7-6	Complete sidewalk along Babcock Street	FEC Railroad to Brevard Drive					\$75,050	\$75,050	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
8-7	Complete sidewalk along Neiman Avenue	Babcock Street to Lorraine Drive				\$130,522		\$130,522	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
9-8	Complete sidewalk along Brevard Drive	West Shore Junior/Senior High School to Nieman Avenue			\$17,294			\$17,294	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
449	Ballard Park Sidewalk	Ballard Drive				\$200,000	\$200,000	\$400,000	Mobility Improvements/Impact Fees

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Bicycle Facilities									
Priority	Activity/Project	Location/Segment	Year 1	Year 2	Year 3	Year 4	Year 5	Total per Item	Potential Funding Sources
			20254-20265	20265-20276	20276-20287	20287-20298	20298-203029		
1	Melbourne Ave. bike path and roadway reconstruction**	Babcock St. to Front St.	\$300,000					\$300,000	LOGT
2	Complete bike lanes along Apollo Boulevard	NASA Boulevard to Babcock Street (repaint roadway)					\$50,000	\$50,000	Local Option Gas Tax, Mobility Improvements, and Impact Fees
3	Complete bike lanes along NASA Boulevard	Babcock Street to US 1					\$798,901	\$798,901	Impact Fees, Grants, TIF Funds, TPO Mini Grant, General Fund, Developer Contributions
4	Complete bike lanes on both side of US 1	Hibiscus Boulevard to University Boulevard			\$1,697,665			\$1,697,665	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
Transit Facilities									
1	Transit Shelter and Bus Turnout on US 1	US 1 and St. Clair Street			\$45,000			\$45,000	Impact Fees and Mobility Improvements
2	Transit Shelter and Bus Turnout on Babcock Street	Melbourne High School					\$48,000	\$48,000	Impact Fees, Mobility Improvements, Grants, General Fund, Developer Contributions, State Appropriations
3	Downtown/Beach Trolley Fixed Loop (13.8 mile loop) (2 trolley/trans)	Babcock Street to US 192, to A1A to Eau Gallie Boulevard to US 1 to Babcock Street					\$476,000	\$476,000	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
DISTRICT C South Babcock Street Area									
Pedestrian Facilities									
4	University Boulevard at Grant Street pedestrian crossing	University Boulevard area	\$80,574					\$80,574	CDBG
2	High intensity activated crosswalk	University Boulevard at SW Canal crossing	\$75,000 \$280,000	\$200,000				\$275,000 \$280,000	Transportation Impact Fees/CDBG
3	Complete sections of missing sidewalks on Country Club Road/FIT area	Amherst Avenue to Edgewood Drive			\$23,896			\$23,896	Local Option Gas Tax and Mobility Improvements,
4	Complete sidewalk along south side of Edgewood Drive	Country Club Road to Dairy Road				\$137,048		\$137,048	Impact Fees, Mobility Improvements, Grants, TPO, Mini Grant, General Fund, Developer Contributions
5	Complete sidewalk along Lipscomb Street	Mill Street to University Boulevard					\$109,964	\$109,964	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
6	Country Club/Edgewood Drive Sidewalk gap	Country Club/Edgewood area		\$98,500				\$98,500	Impact Fees/Mobility Improvements

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Bicycle Facilities									
Priority	Activity/Project	Location/Segment	Year 1	Year 2	Year 3	Year 4	Year 5	Total per item	Potential Funding Sources
			20254-20265	20265-20276	20276-20287	20287-20298	20298-203029		
4	Melbourne SW trail project	Southwest Melbourne Canal		\$3,451,000				\$3,451,000	FDOT, Transportation Impact Fees
21	Add bike racks/amenities at transit stops at FIT Campus	Corner of University Boulevard and Country Club near transit stop			\$5,000			\$5,000	Local Option Gas Tax, Impact Fees, and Mobility Improvements
32	Construct multi-use trail on Babcock Street	University Boulevard to New Haven Avenue				\$180,895		\$180,895	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
43	Construct bike lanes along both sides of University Boulevard	South Babcock Street to University Park Elementary			\$367,250			\$367,250	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
Transit Facilities									
1	Construct a Bus Turnout and Transit Shelter on Babcock Street	At Mayfair				\$45,000		\$45,000	Impact Fees, Mobility Improvements, Grants and Developer Contributions
2	Transit Shelter on University Boulevard	FIT Campus at corner of University Boulevard and County Club				\$15,000		\$15,000	Mobility Improvements, Developer Contributions, Grants, and Impact Fees
3	Transit Shelter on South Babcock Street	FIT Campus, at NW corner of South Babcock Street & University Boulevard		\$20,000				\$20,000	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
4	Two Transit Shelters (one for each stop) on Country Club Road	Intersection of Amherst Avenue and Country Club Road			\$24,000			\$24,000	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
5	Transit Shelter and Bus Stop on University Boulevard	FIT Campus stop on E: University Boulevard				\$48,000		\$48,000	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
6	Transit Stop and construct Transit Shelter on Florida Avenue	At Health South Sea Pines Rehabilitation					\$15,000	\$15,000	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
7	Two bus shelters	FIT and Lipsecomb Road areas	\$81,500					\$81,500	CDBG Funds
DISTRICT D West Eau Gallie Boulevard Area									
Pedestrian Facilities									
1	Complete sidewalk along Sarno Road	Eau Gallie Boulevard to Wickham Road				\$225,231		\$225,231	Impact Fees, Mobility Improvements, Grants and Developer Contributions
Bicycle Facilities									
1	Construct bike lanes along Eau Gallie Boulevard	Interstate 95 to Wickham Road					\$884,191	\$884,191	Impact Fees, Mobility Improvements, Grants, General Fund, Developer Contributions, State Appropriations
Transit Facilities									
1	Transit Shelter and Bus Turnout on Wickham Road	Walmart Shopping Center (Walmart Transfer Point)			\$45,000			\$45,000	Impact Fees, Mobility Improvements, Grants, General Fund, Developer Contributions, State Appropriations

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Priority	Activity/Project	Location/Segment	Year 1	Year 2	Year 3	Year 4	Year 5	Total per item	Potential Funding Sources
			20254-20265	20265-20276	20276-20287	20287-20298	20298-203029		
2	Transit Shelter and Bus Turnout on Wickham Road	Fountainhead Boulevard				\$48,000		\$48,000	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, and Developer Contributions
3	Bus Turnout on Sarno Road	TBD					\$48,000	\$48,000	Community Development Block Grant
4	Bus signalization priority along Wickham Road	New York Avenue to Aurora Road					\$60,000	\$60,000	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
	Roadway Improvements								
1	Turtle Mound Extension	Eau Gallie Blvd. to Sarno Rd.	TBD	TBD	TBD	TBD	TBD	TBD	Mobility Improvements
DISTRICT E North Wickham Road Area									
	Pedestrian Facilities								
1	Increase width of sidewalk at BCC Transit Stop	Post Road to College Wood Drive (Titan Boulevard)					\$33,468	\$33,468	Local Option Gas Tax
2	Complete sidewalks along Wickham Road	Pineda Causeway to Aurora Road			\$771,853	\$771,853	\$771,853	\$2,315,558	Impact Fees, Mobility Improvements, Grants, TPO Mini Grant, General Fund, Developer Contributions
3	Complete sections of sidewalks along Aurora Road	Evers Road to Wickham Road				\$57,103		\$57,103	Impact Fees, Mobility Improvements, Grants, TPO Mini Grants, General Fund, Developer Contributions
	Bicycle Facilities								
1	Bicycle racks at transit shelter on Wickham Road	BCC, Aurora Road Intersection			\$5,000			\$5,000	Local Option Gas Tax
2	Construct bike lanes along Post Road	College Wood Drive (Titan Boulevard) to west edge of district				\$50,000		\$50,000	Local Option Gas Tax and Impact Fees
3	Complete sections of bike lanes on Wickham Road	Post Road to College Wood Drive (Titan Boulevard)				\$174,077		\$174,077	Impact Fees, Grants, TPO Mini Grant, General Fund, Developer Contributions
	Transit Facilities								
1	Bus Turnout on Wickham Road	Shopping Center north of Aurora Road intersection				\$33,000		\$33,000	Impact Fees, Grants, TPO Mini Grant, General Fund, Developer Contributions
2	Transit Shelters along Wickham Road	Aurora Road to Pineda Causeway (6 shelters estimated in addition to listed shelters)					\$120,000	\$120,000	Impact Fees, Grants, TPO Mini Grant, General Fund, Developer Contributions
3	Bus signalization priority along Wickham Road	Pineda Causeway to NASA Boulevard				\$112,400		\$112,450	Impact Fees, Grants, TPO Mini Grant, General Fund, Developer Contributions
4	New route or adjustment of existing route on Wickham Road	Possible loop along the entire corridor from Pineda to NASA Boulevard					TBD	TBD	Impact Fees, Grants, TPO Mini Grant, General Fund, Developer Contributions

CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

Priority	Activity/Project	Location/Segment	Year 1	Year 2	Year 3	Year 4	Year 5	Total per Item	Potential Funding Sources
			20254-20265	20265-20276	20276-20287	20287-20298	20298-203029		
	Intelligent Transportation System (ITS)								
1	Traffic timing studies	Various locations	\$300,000	\$350,000			\$350,000	\$650,000 \$350,000	LOGT
2	Traffic signal	Wickham Road and Leisure Way	TBD	TBD	TBD	TBD	TBD	\$622,958	Mobility Improvements

*The table depicts a list of potential mobility projects. Projects in this table are candidates for insertion into the capital improvements schedule. This table does not represent a list of financially feasible projects.

**Located in Districts B and C

Exhibit A
Ordinance No. 2026-11

CITY OF MELBOURNE
COMPREHENSIVE PLAN
CHAPTER X. CAPITAL IMPROVEMENTS ELEMENT

GOAL 1: PROVISION OF PUBLIC FACILITIES

* * * *

Objective 1.7: Concurrency Management. The city has implemented a Concurrency Management System consistent with Rule 9J-5.0055(1), (2) and (3) so that decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities to support such development at the time needed.

* * * *

Policy 1.7.10. On an annual basis, the City shall adopt by reference, as part of its Capital improvements Element, the Space Coast Transportation Planning Organization's (TPO) Five-Year Transportation Improvement Plan (TIP). The City hereby adopts by reference the TIP as formally adopted by the TPO on ~~July 11, 2024~~ July 10, 2025.

* * * *



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	Engineering
Presenter:	James Ennis
Council District:	2
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	Yes
Public Hearing:	Yes
Item Number:	C.17.

Subject:

An ordinance to abandon and vacate a 50-foot-wide portion of Terrence Avenue right-of-way along the south side of the Charles Drive right-of-way.

Background/Consideration:

The applicant, William Schnatz, requested the vacation of the 50-foot wide unimproved portion of the Terrence Avenue right-of-way as created by the Almar Subdivision Section B plat, between Lot 1, Block T and Lot 2, Block U of said plat. The applicant is the owner of Lot 1, Block T and submitted a request to vacate the portion of Terrance Avenue right-of-way in July 2019.

In 2019, the application received objections to the request from Spectrum, the Streets/Stormwater Division, and the Water/Sewer Division due to utilities in the vacate area. The request also received an objection from a property owner that abuts the vacate area. That property owner objected due to their private sewer located in the vacate area and because they did not believe they would gain any value in obtaining a portion of the vacated area. Due to the utilities and the private sewer line in the vacate area, both abutting property owners would need to grant an easement in place of the right-of-way to resolve the utility objections. The applicant was notified of the objections on several occasions, with the last communication occurring in July 2020. No further contact was received from the applicant and no clear resolution was given by the applicant regarding the objections at the time.

In January 2026, the applicant contacted the Engineering Department regarding the request and was informed that the objections were still unresolved and that the request had been closed due to lack of communication since July 2020. The applicant acknowledged the objections and stated he would grant the easement in question. He requested the vacate request be heard by Council on the earliest possible date.

Due to the unresolved utility objections and the objection of the other abutting property owner who is unwilling to grant an easement, the Engineering Department recommends denial of the request in order to protect the public utilities and private sewer line in the vacate area.

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:

Denial of abandon and vacate request AV No. 406 and denial of Ordinance No. 2026-12.

Memorandum

To: Jenni Lamb, City Manager
Thru: James Ennis, City Engineer
From: Barry Baldwin, Engineering Technician
Date: February 26, 2026
Re: AV 406 – Request to Abandon and Vacate a Portion of the Terrence Avenue Right of Way (101 Charles Drive)

The applicant, William Schnatz, has requested the vacation of the 50 foot wide unimproved portion of the Terrence Avenue right of way as created by the Almar Subdivision Section B plat, between Lot 1, Block T and Lot 2, Block U of said plat. The applicant is the owner of Lot 1, Block T and submitted a request to vacate the portion of Terrance Avenue right of way in July of 2019.

Staff received several objections to this request:

1. Spectrum objected due to facilities within the requested vacate area. Spectrum stated the granting of a public utility and drainage easement in place of the portion of right of way would resolve their objection.
2. The Water/Sewer Division objected due to a water main within the requested vacate area. The Water/Sewer Division stated the granting of a public utility and drainage easement in place of the portion of right of way would resolve their objection.
3. The Streets/Stormwater Division objected due to stormwater facilities within the requested vacate area. The Streets/Stormwater Division stated the granting of a public utility and drainage easement in place of the portion of right of way would resolve their objection.
4. The City Attorney objected due to a question regarding the dirt path that was used as access to the commercial property to the south during construction, and a fence to be used by the commercial property. These concerns were answered in a manner that satisfied the objection.
5. The owner of Lot 2, Block U objected due to a private sewer connection they have within the requested vacate area that connects to the City sewer system, and additionally due to the belief that they would be gaining no value from vacating the portion of right of way.

After determining that the granting of the public utility and drainage easement would resolve the objections of the Streets/Stormwater Division, Water/Sewer Division, and Spectrum, Engineering reached out again to the owner of Lot 2, Block U in an attempt to resolve their objection. The owner stated that they still objected to vacating the right of way and to granting a public utility and drainage easement.

It was determined that because the applicant and owner of Lot 2, Block U would both gain an interest in the portion of right of way to be vacated, both would need to grant the necessary easement to protect the utilities within the right of way. The applicant was notified via email on January 22, 2020 that the owner of Lot 2, Block U objected to the request and refused to grant the necessary easement. Engineering received sporadic contact from the applicant via phone calls

and in-office visits following the January 22 email. Engineering sent a final email to the applicant on July 7, 2020 to reiterate the unresolved objections to the request. No further communication was received from the applicant after July 7, 2020 and the request was closed 90 days later.

On January 14, 2026 the applicant reached out to the Engineering Department regarding the status of the request. He was informed that the original objections to the request had not been resolved and that the owner of Lot 2, Block U still objected to the request refusing to grant the necessary easement. He was also informed that no communication regarding the request had been received from him (the applicant) since 2020 and the request had been closed.

After speaking with Engineering, the applicant stated he is aware that if the request was heard by Council the Engineering Department would recommend denial of the vacate request due to the unresolved objections. The applicant asked that the vacate request be heard by Council on the earliest possible date.

Staff has reviewed this application according to the review criteria contained in Section 52-99 of the City Code of Melbourne and is recommending denial of the vacation action. Pursuant to Section 52-100(b), it has been determined that the vacation action would place utilities in danger if the public utility and drainage easement was not granted by both abutting property owners to replace the portion of the Terrence Avenue right of way.

The 50 foot wide portion of the Terrence Avenue right of way along the south side of the Charles Drive right of way, as described below:

Starting at the southeast corner of Lot 1, Block T of the Almar Subdivision Section B, as recorded in Plat Book 11, Page 97, of the Public Records of Brevard County, Florida; said point being the Point of Beginning; thence run easterly along the south line of the Terrence Avenue right of way a distance of 50.00 feet to the southwest corner of Lot 2, Block U, of said subdivision; thence run northly along the west lot line of Lot 2, Block U a distance of 85.01 feet to a curve, said curve having a radius of 25.00 feet and a tangent of 24.99 feet; thence run northeasterly along said curve to the northwest corner of Lot 2, Block U; thence run westerly a distance of 125.00 feet to the northeast corner of Lot 1, Block T; thence run southeasterly along a curve, said curve having a radius of 25.00 feet and a tangent of 25.01 feet, to the east line of Lot 1, Block T; thence run along the east lot line of Lot 1, Block T a distance of 84.99 feet to the Point of Beginning.

Contains: approximately 5,600 sq ft, more or less

Recommendation

Engineering recommends denial of the request to Abandon and Vacate of the above described portion of public right of way.

AV 406 AERIAL

LEGEND

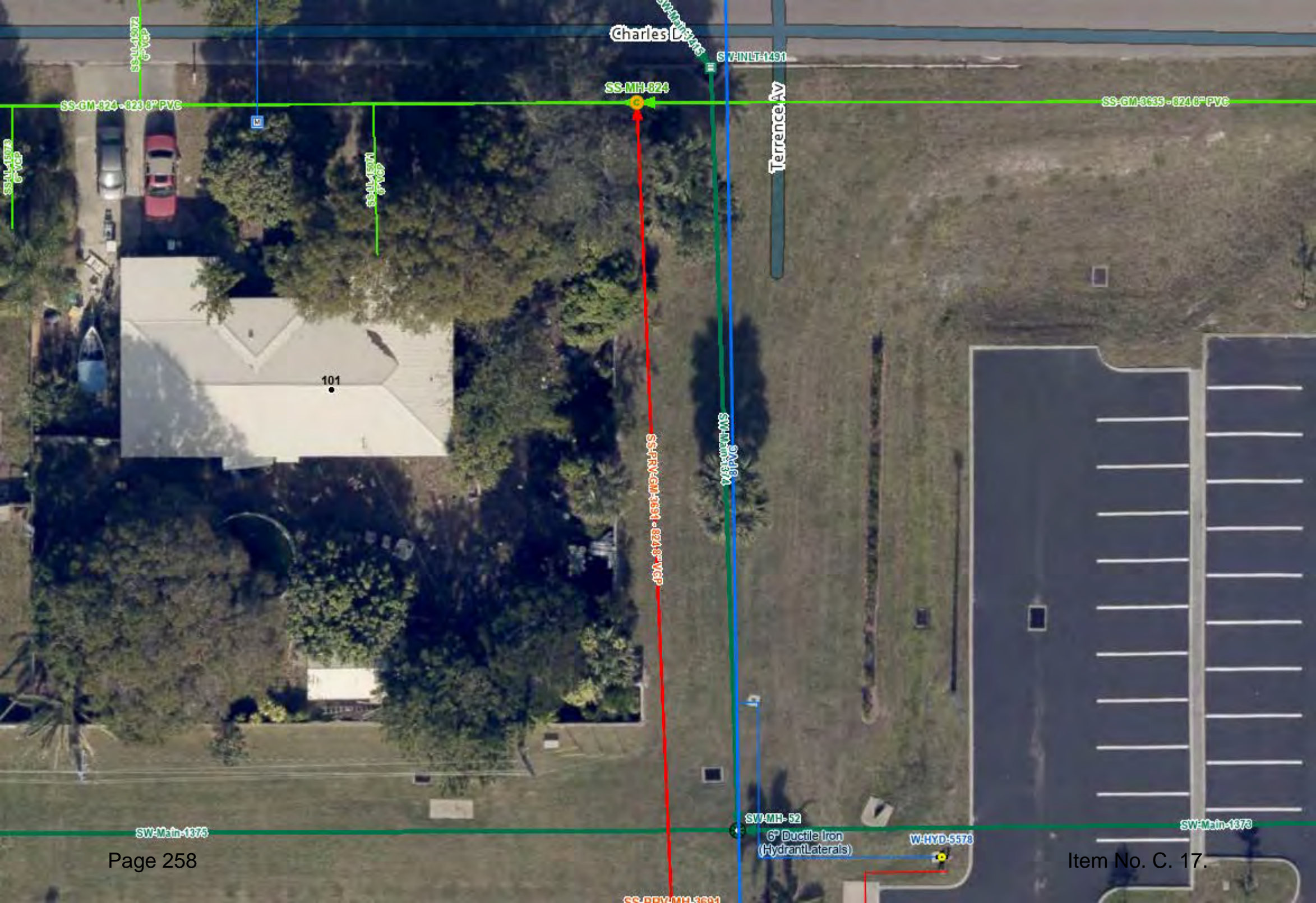
 - AV 406

 - Applicant Property



THE APPLICANT IS REQUESTING THE VACATION OF THE UNIMPROVED PORTION OF THE TERRENCE AVENUE RIGHT OF WAY ADJACET TO THE APPLICANTS EAST PROPERTY LINE.

View Pictometry BCPA ©



Charles St

S 741NLT-1431

Terrence Av

SS-MH-624

SS-GM-6135-8240\" PVC

SS-GM-624-8238\" PVC

SS-UL-15172 6\" PVC

SS-UL-15171 6\" PVC

SS-UL-15173 6\" PVC

101

W-91NLT-1431 8\" PVC

SS-PRV-GM-1681-8240\" PVC

SW-Main-1375

SW-MH-52

6\" Ductile Iron
(Hydrant/Laterals)

W-HYD-5578

SW-Main-1673

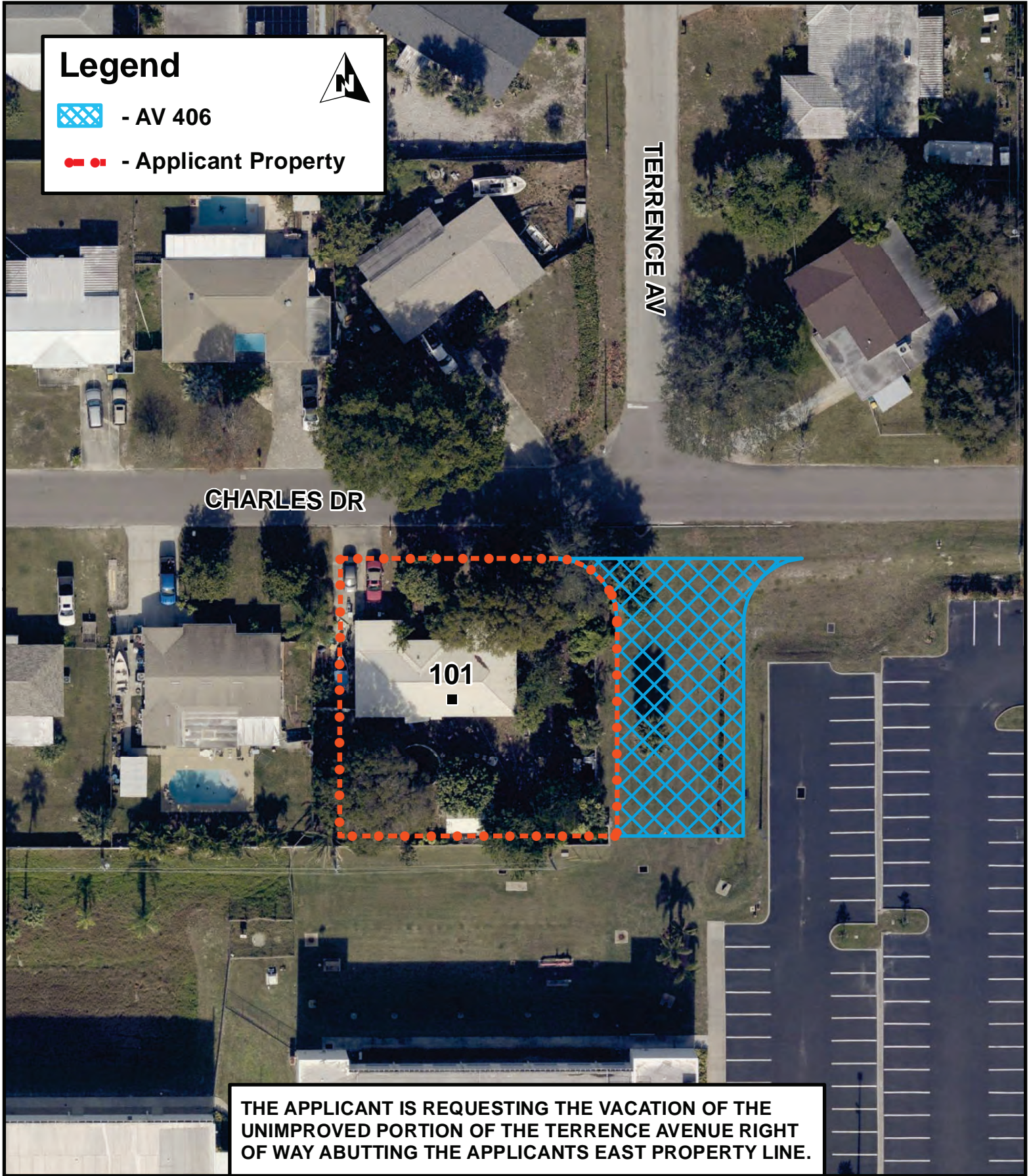
SS-PRV-MH-3631

AV 406 AERIAL - 2026

Legend

 - AV 406

 - Applicant Property



THE APPLICANT IS REQUESTING THE VACATION OF THE UNIMPROVED PORTION OF THE TERRENCE AVENUE RIGHT OF WAY ABUTTING THE APPLICANTS EAST PROPERTY LINE.

ORDINANCE NO. 2026-12

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE VACATION OF A 50-FOOT-WIDE UNIMPROVED PORTION OF THE TERRENCE AVENUE RIGHT-OF-WAY AS CREATED BY THE ALMAR SUBDIVISION SECTION B PLAT, BETWEEN LOT 1, BLOCK T AND LOT 2, BLOCK U OF SAID PLAT (LOCATED AT 101 CHARLES DRIVE); 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. (AV406)

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 50-foot-wide unimproved portion of the Terrence Avenue right-of-way as created by the Almar Subdivision Section B Plat, between Lot 1, Block T and Lot 2, Block U of said Plat (located at 101 Charles Drive), is hereby abandoned and vacated. The property is more particularly described as:

Starting at the southeast corner of Lot 1, Block T of the Almar Subdivision Section B, as recorded in Plat Book 11, Page 97, of the Public Records of Brevard County, Florida; said

point being the Point of Beginning; thence run easterly along the south line of the Terrence Avenue right of way a distance of 50.00 feet to the southwest corner of Lot 2, Block U, of said subdivision; thence run northly along the west lot line of Lot 2, Block U a distance of 85.01 feet to a curve, said curve having a radius of 25.00 feet and a tangent of 24.99 feet; thence run northeasterly along said curve to the northwest corner of Lot 2, Block U; thence run westerly a distance of 125.00 feet to the northeast corner of Lot 1, Block T; thence run southeasterly along a curve, said curve having a radius of 25.00 feet and a tangent of 25.01 feet, to the east line of Lot 1, Block T; thence run along the east lot line of Lot 1, Block T a distance of 84.99 feet to the Point of Beginning.

Contains: approximately 5,600 sq ft, more or less

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

Easements to be Conveyed. That as a component of this abandon and vacate approval, all owners of the property who, by virtue of this ordinance, gain an interest in the vacated right-of-way, shall convey a public utility, private utility, and public drainage easement in perpetuity over, under, and across the entire vacated area. This easement must be in a form and substance acceptable to the City Attorney and must be conveyed to the City of Melbourne for use as a public utility, private utility, and public drainage easement area. The abandonment and vacation set forth in Section 1 of this ordinance shall not be effective until easements satisfying this condition are recorded in the Public Records of Brevard County, Florida. If this condition is not satisfied within 180 days from the date this ordinance is adopted, this ordinance shall become null and void.

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

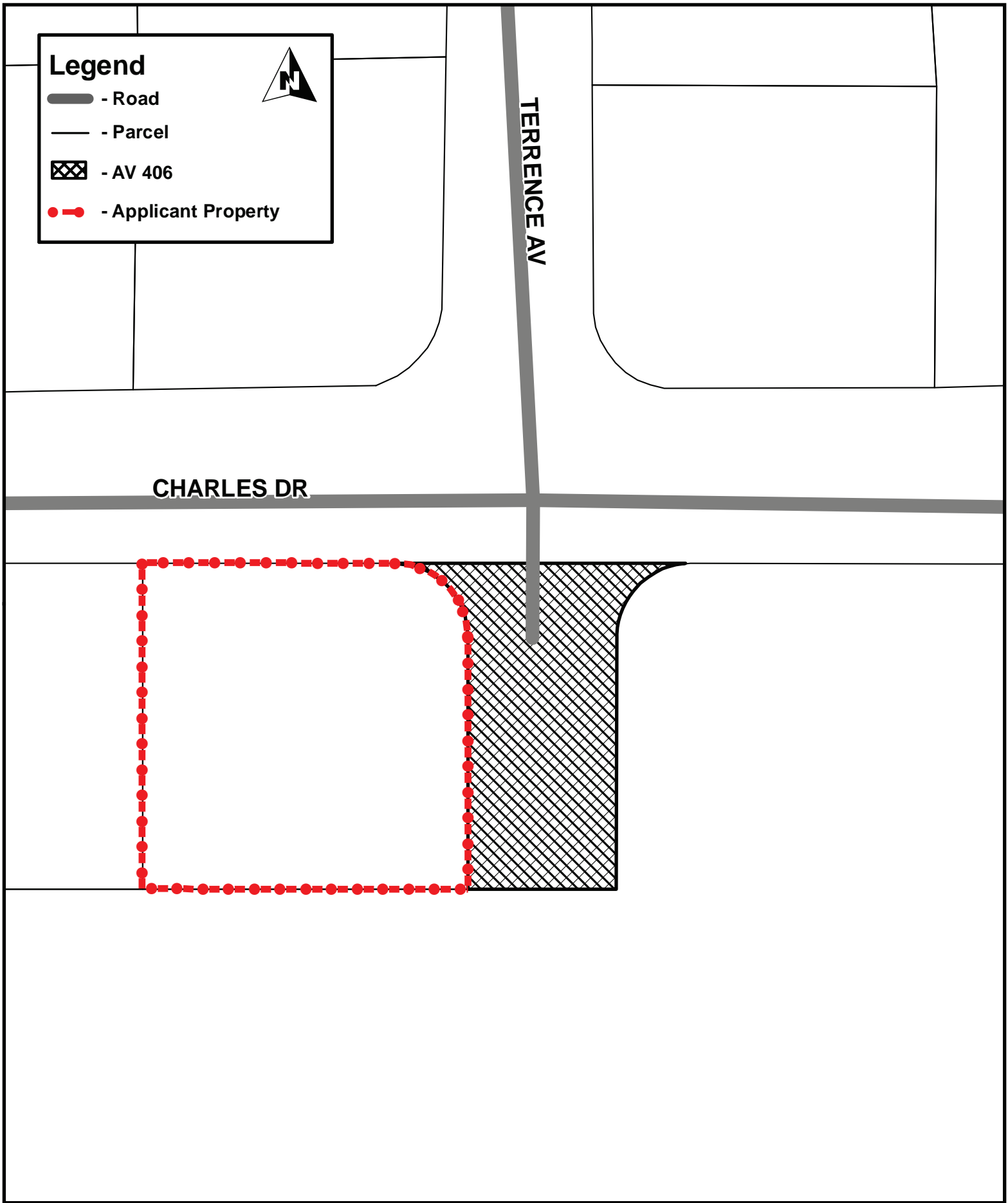

[CITY SEAL]

Attachment: Exhibit A

Ordinance No. 2026-12

Legend

-  - Road
-  - Parcel
-  - AV 406
-  - Applicant Property



Business Impact Estimate

To: Jenni Lamb, City Manager
Thru: James W. Ennis, City Engineer
From: Barry Baldwin, Engineering Technician
Date: March 3, 2026
Re: Ordinance No. 2026-12 – [AV 406]

Summary of the Proposed Ordinance

This ordinance serves to abandon and vacate the unimproved portion of the Terrance Avenue right of way as created by the Almar Subdivision Section B plat. The portion of right of way is located south of Charles Drive and runs between 101 Charles Drive and 100 S Babcock Street. The applicant, William Schnatz, made this request to expand the overall size of his property for personal use. The request would require a public utility and drainage easement be granted by the applicant and one other property owner, as both parties would gain an interest in a portion of the portion of right of way.

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

One business, Sutton Properties at 100 N Babcock Street, LLC, as the other abutting property owner, would incur compliance costs associated with this abandon and vacate ordinance. The business would incur the cost of maintenance of the additional land and the cost of relocating and reconfiguring a portion of fencing that now abuts the right of way. The monetary impacts are not quantifiable.

The requesting property owner would gain the benefit of being able to utilize the additional land for personal use based on the abandon and vacate request. However, due to an easement requirement, the land would be encumbered and unbuildable for both parties.

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

There is one business which will be impacted by the proposed ordinance.



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	City Clerk's Office
Presenter:	Kevin McKeown
Council District:	N/A
Reading Number:	1
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.18.

Subject:

An ordinance providing for the dissolution of the Beautification and Energy Efficiency Board.

Background/Consideration:

At its February 10, 2026 regular Council meeting, City Council directed staff to prepare an ordinance to provide for the dissolution of the Beautification and Energy Efficiency Board (BEEB). Additionally, Council requested that the Board be invited to attend the Council meeting for which this item would occur in order to hear from the Board Members directly.

Staff contacted the members of the BEEB to advise that an agenda item would be forthcoming at the March 10, 2026 City Council meeting to discuss possible dissolution of the Board. Staff extended an invitation to the Board to attend the City Council meeting. Staff placed an item on the agenda for the February 20, 2026 BEED meeting to discuss Council's decision, request, and to appoint a Board Member to speak on behalf of the Board at the March 10, 2026 Council meeting. Subsequent to the agenda publication, the Board Chair, Dr. Randal Parkinson, resigned. As the BEEB already had several vacant seats, the Board Chair's resignation caused lack of a quorum for the February 20, 2026 BEEB meeting; therefore, the meeting was canceled. The remaining members of the BEEB have been invited to attend the City Council meeting.

Fiscal/Budget Impact:

N/A

Requested Action:

Approval of Ordinance No. 2026-13.

Business Impact Estimate

To: Mayor and City Council
From: Kevin McKeown, City Clerk
Date: March 10, 2026
Re: Proposed Ordinance Dissolving the Beautification and Energy Efficiency Board

Summary of the Proposed Ordinance

The proposed ordinance provides for the dissolution of the Beautification and Energy Efficiency Board.

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

The proposed ordinance is not anticipated to have any direct impact on private, for-profit businesses. There are no direct compliance costs associated with this proposed ordinance, and no new charges or fees on businesses are proposed in this ordinance.

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

None.

ORDINANCE NO. 2026-13

AN ORDINANCE OF THE CITY OF MELBOURNE, BREVARD COUNTY, FLORIDA, PROVIDING FOR THE DISSOLUTION OF THE BEAUTIFICATION AND ENERGY EFFICIENCY BOARD; MAKING FINDINGS; AMENDING CHAPTER 2 OF THE CITY CODE, ENTITLED "ADMINISTRATION"; AMENDING ARTICLE IV, BOARDS, COMMITTEES, AND AUTHORITIES; REPEALING DIVISION 3, ENTITLED BEAUTIFICATION AND ENERGY EFFICIENCY BOARD; PROVIDING FOR INTERPRETATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR ADOPTION.

WHEREAS, the Beautification and Energy Efficiency Board was created by virtue of Ordinance No. 2017-49, adopted by the Melbourne City Council on October 24, 2017; and

WHEREAS, the Beautification and Energy Efficiency Board's duties in City Code include developing an environmental sustainability plan for city operations with a goal of achieving 100 percent clean energy by 2045 in city operations; developing an assessment plan to track activities and implementation of the city's environmental sustainability plan; providing an annual report to the City Council on activities and implementation of the plan; and reviewing ordinances and policies that have an environmental impact on the city and make recommendations to city council; and

WHEREAS, at its February 10, 2026 regular meeting, City Council gave direction to city staff to prepare an ordinance to dissolve the Beautification and Energy Efficiency Board; and

WHEREAS, City Council finds that it is in the best interest of the city to dissolve the Beautification and Energy Efficiency Board; and

WHEREAS, the proposed ordinance repeals the section of City Code providing for a Beautification and Energy Efficiency Board.

BE IT ENACTED BY THE CITY OF MELBOURNE, FLORIDA:

SECTION 1. That Chapter 2 of the City Code is hereby amended to read as follows:

CHAPTER 2. ADMINISTRATION

* * * *

ARTICLE IV. BOARDS, COMMITTEES, AND AUTHORITIES

* * * *

~~DIVISION 3. BEAUTIFICATION AND ENERGY EFFICIENCY BOARD~~

~~Sec. 2-202. Created.~~

~~There is hereby created and established the "Melbourne Beautification and Energy Efficiency Board".~~

~~Sec. 2-203. Composition.~~

~~(a) — The beautification and energy efficiency board shall consist of five regular members and two alternate members appointed by the city council. At least two of the regular or alternate members are encouraged to be business owners. To the greatest extent possible, members shall have the following backgrounds: economic development or business; environmental protection, natural resources management, or sustainability practices; social services or community health; urban planning or transportation planning; education; environmental law; science; horticulture; marine industry; or retired military personnel.~~

~~(b) — The two business owners along with two regular or alternate members are not required to be city residents; however, they shall be residents of Brevard County.~~

~~(c) — Alternate members may participate in the discussion of every item. An alternate member may only vote in the absence of a regular member. In the event that four regular members are present and voting and two alternate members are present, the first alternate member may vote and make motions with regard to agenda items.~~

~~Sec. 2-204. Terms of members.~~

~~The members of the beautification and energy efficiency board shall initially serve staggered terms. Three regular members shall serve for three years; two regular members shall serve for two years; and two alternate members shall serve for one year. Thereafter, the members shall serve three-year terms.~~

~~Sec. 2-205. Quorum; meetings.~~

~~(a) — The presence at a meeting of three regular or alternate members of the board constitutes a quorum. The affirmative vote of three regular or alternate members shall be necessary for the adoption of any motion.~~

~~(b) — The board shall meet monthly at city hall on a regular schedule as determined by the board. If there is no business to conduct, a meeting shall not be held.~~

Sec. 2-206. Authority.

~~The beautification and energy efficiency board shall serve in an advisory capacity to the city council. No recommendations of the board shall be binding on the city council, city staff, or other city boards, and the city council shall retain the final authority and power to make binding decisions concerning the adoption, repeal, alteration or amendment of ordinances, resolutions, policies and procedures, and other actions, which the board has reviewed or recommended.~~

Sec. 2-207. Duties and purpose.

~~(a) The beautification and energy efficiency board shall identify and make recommendations to the city council concerning affordable strategies associated with conservation, renewable energy (i.e., solar, hydrogen, nuclear gas, biofuels, recycled natural gases, waste to energy conversion) and energy efficiency. Duties of the board shall include:~~

- ~~(1) Develop an environmental sustainability plan for city operations with a goal of achieving 100 percent clean energy by 2045 in city operations.~~
- ~~(2) Develop an assessment plan to track activities and implementation of the city's environmental sustainability plan. Provide an annual report to the city council on activities and implementation of the plan.~~
- ~~(3) Review ordinances and policies that have an environmental impact on the city and make recommendations to city council. Such topics may include standards for recycling, environmental standards, preservation and landscape design, and floodplain management.~~

~~(b) Initiatives of the board may include:~~

- ~~(1) Research, identify, and recommend to the public affordable strategies associated with conservation, renewable energy, and energy efficiency.~~
- ~~(2) Research and recommend to the public financial initiatives and resources that are available to offset costs associated with renewable energy initiatives.~~
- ~~(3) Recognize the efforts of others who contribute to the beautification, environmental protection, and enhancement of the city.~~

~~(c) The board shall perform such additional duties and services as may from time to time be assigned by the city council.~~

* * * *

SECTION 2. That in interpreting this ordinance, ~~stricken words~~ indicate deletions from existing text, and asterisks (* * * *) indicate an omission from the ordinance of text, which exists in

the Code of Ordinances. It is intended that the text in the Code of Ordinances denoted by the asterisks and not set forth in this ordinance shall remain unchanged from the language existing prior to adoption of this ordinance.

SECTION 3. That this ordinance shall become effective immediately upon its adoption in accordance with the Charter of the City of Melbourne.

SECTION 4. That this ordinance was passed on first reading at a regular meeting of the City Council on the _____ day of _____, 2026, and adopted on the second and final reading at a regular meeting of the City Council on the _____ day of _____, 2026.

BY: _____
Paul Alfrey, Mayor

ATTEST: _____
Kevin McKeown, City Clerk

[CITY SEAL]

Ordinance No. 2026-13



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	Community Development
Presenter:	Cynthia Dittmer
Council District:	3
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.19.

Subject:

Discussion regarding the Downtown Melbourne Core Streetscape Project.

Background/Consideration:

This is a status update for City Council regarding the progress of the Downtown Core Streetscape Project, prior to the issuance of the Request for Qualifications (RFQ) to solicit an engineering firm for final design.

At the December 12, 2023 City Council Meeting, City Council/CRA adopted the conceptual design for the Downtown Core Streetscape Project provided by Inspire Placemaking Collective, Inc., the City's continuing planning consultant. Inspire held several stakeholder meetings during the conceptual design process to gather input on the proposed project.

The scope of the project includes the segment of East New Haven Avenue, from Livingston Street to Front Street, along with Municipal Lane and a portion of Melbourne Court. The conceptual design also proposed the options of several phases divided into zones based upon the context/improvements of the street blocks. The proposed conceptual design anticipates complete renovation of the roadway and sidewalk areas, along with underground infrastructure replacement. The outcome of the project will be: wider sidewalks; new lighting; new landscape; enhanced crosswalks; updated street furniture and a stronger pedestrian connection to the City Hall Parking Garage along Municipal Lane. The project will also connect and blend into the Holmes Park Plaza project, located to the south and east of Melbourne Court.

Funding for the Downtown Core Streetscape engineering design was programmed into the CRA Five-Year Capital Improvement Program and currently has a budget amount of \$3.1 million. Staff is preparing to issue an RFQ for engineering design in March, which would return to City Council for award in approximately June. The length of time for the full engineering design will be approximately 12 to 18 months. The estimated total project cost, based on the conceptual design, is approximately \$24 million. Construction for the project is estimated to occur during the FY 2028 budget through a mixture of tax increment funding, water and sewer user fees, stormwater fees, and a bond or note, secured with repayment from tax increment funds collected through the end of the CRA sunset year of 2042.

Community Development and Finance staff met to discuss the ability of the CRA to accommodate an appropriately sized indebtedness for the Downtown Streetscape project based on forecasted



revenues and expenditures through the remaining life of the CRA. Based upon construction estimates for currently identified projects in the capital improvement plan, commitment to the Downtown Streetscape project will greatly limit future capital improvement projects, absent changes to the CRA's operating programs currently proposed.

Fiscal/Budget Impact:

There is no fiscal impact with this item at this time.

Requested Action:

Council discussion and reconfirmation of support for the Downtown Core Streetscape Project.



Melbourne City Council
March 10, 2026
City Manager's Item Report

Department:	City Manager's Office
Presenter:	Jenni Lamb
Council District:	N/A
Reading Number:	N/A
Quasi-judicial Item (Disclosure Required):	No
Public Hearing:	No
Item Number:	C.20.

Subject:

Revision of City Council Policy #10 regarding Critical Community Needs funding.

Background/Consideration:

In 2001, City Council approved Resolution No. 1727 relating to funding requests received from nonprofit persons and organizations. City Council Policy #10, formerly known as the Grants-in-Aid Policy, was created to outline the process and procedure for nonprofits to request funding. In the past, this process was used to fund many efforts by outside organizations, such as parades and events. Later, a competitive Grants-in-Aid process was created to manage annual requests and a Grants-In-Aid Committee was formed to review such requests. The committee is comprised of a representative from the City Manager's Office, City Clerk's Office, and Finance Department.

At the direction of City Council in 2019, the limit for grants-in-aid funding was reduced to \$48,000 and in 2021 it was reduced to \$24,000 with direction to fully eliminate the funding in the following year. Also in 2019, in response to the State of Florida Auditor General's operational audit, the Critical Community Needs process was formally established and incorporated into Council Policy #10 to address funding requests that were previously presented outside the competitive grants-in-aid process. Council Policy #10 defines 'critical community need' as an important social service or closely related activity, benefitting the Melbourne community, of which City Council is desirous of having fulfilled. Critical community needs are typically not budgeted.

As there is no longer a competitive grants-in-aid funding source, staff is requesting to amend City Council Policy #10 to remove the competitive annual process. Elimination of the competitive grants-in-aid process will also remove the need for the Grants-In-Aid Committee, which will streamline the process by allowing City Council to hear directly from applicants and authorize staff to prepare a Critical Community Needs Funding Agreement to be brought back for their consideration at a future Council Meeting.

Under the current process, when a request for a Critical Community Need is received by the City, an agenda item is presented to City Council. Council then declares the Critical Community Need and refers the application to the Grants-In-Aid Committee for evaluation. A committee meeting is then scheduled to review the application, and a determination is presented back to City Council in the form of a funding agreement, if the application is recommended for approval by the Committee; however, staff believes that the Grants-in-Aid Committee's review is redundant. By the time the Grants-in-Aid Committee is directed to review the application and recommend approval or denial, City Council has



already declared the Critical Community Need, effectively approving the application. Therefore, the same application has been presented twice to City Council. The Grants-in-Aid Committee's review also delays approval of the funding agreement because the Committee meeting must be scheduled and publicly noticed.

To streamline the process, staff has proposed revisions to City Council Policy #10 to eliminate the process for competitive grants-in-aid requests and the Grants-In-Aid Committee. As proposed, requests for Critical Community Needs funding would be processed by receipt of a Critical Community Need Funding Application. The completed application will be assigned to the City department that would be most knowledgeable of the funding applicant's critical community need. The department will guide the applicant through the process and schedule the application to be heard at a future City Council meeting. City Council would then review the application and identify the public purpose and the funding amount. The funding award would then be memorialized in a funding agreement to be considered at a future City Council meeting. Once approved, the award is monitored to ensure funds are used in accordance with the agreement.

Fiscal/Budget Impact:

Critical Community Needs are not typically budgeted. Funding may be identified at the time of the application.

Requested Action:

Approval of City Council Policy No. 10 Critical Community Needs Funding as revised.

CITY COUNCIL POLICIES

General Administration

Reference Resolution No. 4300 for policies relating to City Council rules of procedure.

10. **Competitive Grants-in-Aid Funding & Critical Community Needs Funding** – Resolution No. 1727 provides for the policy relating to funding requests received from non-profit persons and organizations. (Adopted 12/11/2001; revised 7/25/2005 with motion that funding not exceed \$10,000 for any one organization; reviewed with no changes 7/8/2008; new policy adopted 8/22/2016; revised 9/28/2017 after FY 2018 budget adopted by removing language relating to automatic funding of parades; revised 9/25/2019 by reducing annual limit to \$48,000 in recognition of Melbourne Municipal Band and Melbourne Community Orchestra appearing in budget as line items; revised 6/8/2021 in recognition of removing Melbourne Municipal Band and Melbourne Community Orchestra as budget line items, adding \$12,000 back to the annual limit for a total of \$60,000, incorporating a critical community needs funding policy, and adding guidance for the monitoring of city funding granted under this policy; revised 9/15/2021 by reducing the total amount of grants-in-aid funding to \$24,000 with an additional \$12,000 of funding set aside for the Melbourne Municipal Band and Melbourne Community Orchestra; revised XX/XX/XXXX to address non-monetary and indirect funding and to reflect the dissolution of the Grants-in-Aid Application Review Committee.)-

~~A.~~ A. Intent: ~~The~~ The intent of this policy is to provide guidance and rules for City Council for determining ~~distribution of budgeted Grants-in-Aid funding and~~ funding for ~~other~~ critical community needs. Critical community needs are defined as an important social service or closely related activity, benefitting the Melbourne community, of which City Council is desirous of having fulfilled. The intent is for entities requesting funding to follow a standard process and for requests to be fairly and openly evaluated.

A.

B. Critical Community Needs Funding Requirements:

1. A funding applicant/recipient shall be registered with the City as a vendor.
2. A funding recipient shall spend Critical Community Need funding for a valid public purpose.
3. City Council may give preference to applicants that provide matching funds.
4. Critical Community Need funding must be reasonable and is subject to funding availability.
5. Funding can be non-monetary; for example, fee waivers or fee reductions, or no-cost/reduced cost use of a City facility or services.
6. Funding can be indirect; for example, payment of utilities (e.g., water & sewer, electric, telephone, etc.).

~~B. Annual Competitive Grants-in-Aid Funding~~

~~C.~~

~~D.~~

~~E. 1. The City Council will adopt the budget for the annual competitive grants-in-aid funding in September of each year through the budget adoption process. The annual limit on the annual competitive grants-in-aid funding shall be \$24,000.~~

~~F.~~

~~G. 2. Conditions relating to a funding applicant/funding recipient:~~

~~H.~~

~~I. a. A non-profit organization must be properly registered under State of Florida and IRS rules as a non-profit organization. Organizations established as other than non-profit must be properly registered with State of Florida (i.e. known as SunBiz.org).~~

~~J.~~

~~K. b. A funding recipient may not receive contributions from multiple city funding sources. For example, if a funding recipient receives funding from a Community Redevelopment Agency, it may not also receive funding under this policy. A funding recipient may receive funding from one funding source for multiple purposes, e.g., operating supplies and travel.~~

~~L.~~

~~M.~~

~~N.~~

~~O. c. A funding recipient receiving city funds must spend such funds for the benefit of Melbourne residents.~~

~~P.~~

~~Q. d. City Council may give preference to applicants that provide for matching funds.~~

~~R.~~

~~S. e. The maximum cash contribution limit for one organization is \$10,000 per fiscal year.~~

~~T.~~

~~U. f. Funding can be non-monetary, for example, fee waivers or fee reductions, or no-cost/reduced-cost use of a city facility. The value of such funding would not be included in the annual cash limit for funding under this policy. Non-monetary funding to a funding recipient must be reasonable and cannot exceed \$10,000 in value per fiscal year.~~

~~V.~~

~~W. g. The maximum cash plus non-monetary funding for one recipient is \$10,000 in value per fiscal year.~~

~~X.~~

~~Y. h. An applicant for funding must submit a completed application on or before the application due date.~~

~~Z.~~

~~AA. 3. Financial Services staff will develop the application required for funding requests. Each year, the city will solicit funding requests over a two-week period. The city will advertise the solicitation by posting a notice on the city's website and on social media (Facebook, Twitter), and issue a press release.~~

~~BB.~~

~~CC. 4. A Grants-in-Aid Review Committee comprised of one representative from each of the following three departments shall review the funding requests and make a recommendation to City Council: City Manager, City Clerk, and the Financial Services Department. The review committee will recommend whether or not to~~

~~fund the request and at what monetary and/or non-monetary level. The review committee shall be subject to the Sunshine Law.~~

~~DD.~~

~~EE. 5. — The review committee's recommendations shall be presented to City Council for purposes of allocating the annual competitive grants-in-aid funding no later than the first regular meeting in January of each year.~~

~~FF.~~

~~6. Funding awards will be memorialized in a funding agreement, to include terms and conditions, reporting requirements, record retention, and audit authority.~~

~~C. — Critical Community Needs Funding~~

~~1. Recognizing that critical community needs may arise at any time throughout the year, City Council may consider funding requests for critical community needs that arise outside of the annual competitive grants-in-aid application process, or that are in an amount greater than allowable under the grants-in-aid process.~~

~~2. Process for requesting and approving critical community need funding:~~

~~GG.~~

~~An organization seeking funding for a critical community need shall complete a Critical Community Need Funding Application provided and maintained by the City Manager's Office. a. — An organization seeking funding for a critical community need shall present its request to Council at a regularly scheduled Council meeting.~~

~~1. The application will solicit full details on the need for and use of the funds requested, and details on the organization and its finances. The completed application will be assigned to the City department that would be most knowledgeable of the funding applicant's critical community need (i.e., the "Assigned Department"). (For example, the Community Development Department would be the assigned department for funding requests from organizations such as EGAD Main Street or Steadytown/Daily Bread).~~

~~2. The Assigned Department shall work with the applicant to guide them through the process and schedule the request to be placed on the City Council agenda. The applicant shall appear at the scheduled meeting to present their application to City Council for consideration of a critical community need. If a critical community need is determined by City Council, then City Council shall identify the public purpose to be served and the funding amount.~~

~~3. Funding awards will be memorialized in a funding agreement, to include terms and conditions, reporting requirements, record retention, and audit authority. The sponsoring assigned~~

department shall present the funding agreement to City Council for approval. Each funding agreement shall include the following provisions:

- a. A periodic, detailed report from the recipient of how city funds were used, including, where applicable, number of Melbourne residents served and other and useful metrics illustrating quantifiable and non-quantifiable outcomes of the use of the funds.
- b. Periodic financial statements detailing the recipient's income, expenses, and balance sheet.
- c. Records to be retained and records retention requirements.
- d. Recipient's concurrence to submit to an audit at the city's request and at the city's expense, and full cooperation with such an audit.
- e. Remedies for non-compliance with the terms and conditions of the funding agreement.

A. A periodic written detailed report from the recipient of how city funds were used, including, where applicable, number of Melbourne residents served and other and useful metrics illustrating quantifiable and non-quantifiable outcomes of the use of the funds.

B. _____

C. b. Periodic financial statements detailing the recipient's income, expenses, and balance sheet.

D. _____

E. c. Records to be retained and records retention requirements.

F. _____

G. d. Recipient's concurrence to submit to an audit at the city's request and at the city's expense, and full cooperation with such an audit.

H. _____

I. e. Remedies for non-compliance with the terms and conditions of the funding agreement.

b. If Council determines the request for funding for the critical community need to be worthy of further evaluation, the requestor shall complete an application for funding as described in section B.3 above and deliver to the Financial Services Department within two weeks of the date of the request to Council.

a. _____

c. The Grants in Aid Review Committee described in section B.4 above shall evaluate the request and make a recommendation to the City Manager whether or not to fund the request and at what monetary and/or non-monetary level. The review committee shall be subject to the Sunshine Law. The City Manager will bring a final recommendation to City Council for consideration.

d. Funding awards will be memorialized in a funding agreement, to include terms and conditions, reporting requirements, record retention, and audit authority.

~~D. Monitoring of City Funding Granted Under the Policy~~

~~1. Funds are granted under this policy with the intent that the funds will be spent in accordance with recipients' intentions as stated in the funding application. Fund recipients will be subject to city oversight to ensure funds are properly used. Each funding agreement will detail oversight and monitoring of city funding, to include:~~

- ~~a. A periodic written detailed report from the recipient of how city funds were used, including, where applicable, number of Melbourne residents served and other and useful metrics illustrating quantifiable and non-quantifiable outcomes of the use of the funds.~~
- ~~b. Periodic financial statements detailing the recipient's income, expenses, and balance sheet.~~
- ~~c. Records to be retained and records retention requirements.~~
- ~~d. Recipient's concurrence to submit to an audit at the city's request and at the city's expense, and full cooperation with such an audit.~~
- ~~e. Remedies for non-compliance with the terms and conditions of the funding agreement.~~

~~HH. B. Monitoring of City Funding Granted Under the Policy~~

~~Funds are granted under this policy with the intent that they will be spent in accordance with the funding agreement. Recipients will be subject to city oversight to ensure funds are properly used.~~

~~Annual Competitive Grants-in-Aid Funding~~

~~1. The City Council will adopt the budget for the annual competitive grants-in-aid funding in September of each year through the budget adoption process. The annual limit on the annual competitive grants-in-aid funding shall be \$24,000.~~

~~2. Conditions relating to a funding applicant/funding recipient:~~

~~a. A non-profit organization must be properly registered under State of Florida and IRS rules as a non-profit organization. Organizations established as other than non-profit must be properly registered with State of Florida (i.e. known as SunBiz.org).~~

- ~~b. — A funding recipient may not receive contributions from multiple city funding sources. For example, if a funding recipient receives funding from a Community Redevelopment Agency, it may not also receive funding under this policy. A funding recipient may receive funding from one funding source for multiple purposes, e.g., operating supplies and travel.~~
- ~~c. — A funding recipient receiving city funds must spend such funds for the benefit of Melbourne residents.~~
- ~~d. — City Council may give preference to applicants that provide for matching funds.~~
- ~~e. — The maximum cash contribution limit for one organization is \$10,000 per fiscal year.~~
- ~~f. — Funding can be non-monetary, for example, fee waivers or fee reductions, or no-cost/reduced-cost use of a city facility. The value of such funding would not be included in the annual cash limit for funding under this policy. Non-monetary funding to a funding recipient must be reasonable and cannot exceed \$10,000 in value per fiscal year.~~
- ~~g. — The maximum cash plus non-monetary funding for one recipient is \$10,000 in value per fiscal year.~~
- ~~h. — An applicant for funding must submit a completed application on or before the application due date.~~
- ~~3. — Financial Services staff will develop the application required for funding requests. Each year, the city will solicit funding requests over a two-week period. The city will advertise the solicitation by posting a notice on the city's website and on social media (Facebook, Twitter), and issue a press release.~~
- ~~4. — A Grants-in-Aid Review Committee comprised of one representative from each of the following three departments shall review the funding requests and make a recommendation to City Council: City Manager, City Clerk, and the Financial Services Department. The review committee will recommend whether or not to fund the request and at what monetary and/or non-monetary level. The review committee shall be subject to the Sunshine Law.~~
- ~~5. — The review committee's recommendations shall be presented to City Council for purposes of allocating the annual competitive grants-in-aid funding no later than the first regular meeting in January of each year.~~
- ~~6. — Funding awards will be memorialized in a funding agreement, to include terms and conditions, reporting requirements, record retention, and audit authority.~~

CITY COUNCIL POLICIES
General Administration

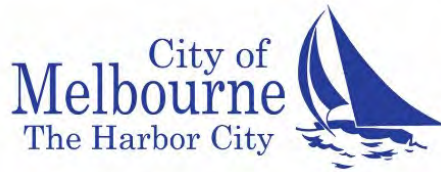
Reference Resolution No. 4300 for policies relating to City Council rules of procedure.

10. **Competitive Grants-in-Aid Funding & Critical Community Needs Funding** – Resolution No. 1727 provides for the policy relating to funding requests received from non-profit persons and organizations. (Adopted 12/11/2001; revised 7/25/2005 with motion that funding not exceed \$10,000 for any one organization; reviewed with no changes 7/8/2008; new policy adopted 8/22/2016; revised 9/28/2017 after FY 2018 budget adopted by removing language relating to automatic funding of parades; revised 9/25/2019 by reducing annual limit to \$48,000 in recognition of Melbourne Municipal Band and Melbourne Community Orchestra appearing in budget as line items; revised 6/8/2021 in recognition of removing Melbourne Municipal Band and Melbourne Community Orchestra as budget line items, adding \$12,000 back to the annual limit for a total of \$60,000, incorporating a critical community needs funding policy, and adding guidance for the monitoring of city funding granted under this policy; revised 9/15/2021 by reducing the total amount of grants-in-aid funding to \$24,000 with an additional \$12,000 of funding set aside for the Melbourne Municipal Band and Melbourne Community Orchestra; revised **XX/XX/XXXX** to address non-monetary and indirect funding and to reflect removal of the Annual Competitive Grants-in-Aid process and dissolution of the Grants-in-Aid Application Review Committee.
- A. Intent: The intent of this policy is to provide guidance and rules for City Council for determining funding for critical community needs. Critical community needs are defined as an important social service or closely related activity, benefitting the Melbourne community, of which City Council is desirous of having fulfilled. The intent is for entities requesting funding to follow a standard process and for requests to be fairly and openly evaluated.
- B. Critical Community Needs Funding Requirements:
1. A funding applicant/recipient shall be registered with the City as a vendor.
 2. A funding recipient shall spend Critical Community Need funding for a valid public purpose.
 3. City Council may give preference to applicants that provide matching funds.
 4. Critical Community Need funding must be reasonable and is subject to funding availability.
 5. Funding can be non-monetary; for example, fee waivers or fee reductions, or no-cost/reduced cost use of a City facility or services.
 6. Funding can be indirect; for example, payment of utilities (e.g., water & sewer, electric, telephone, etc.).
- C. Process for requesting and approving critical community need funding:
1. An organization seeking funding for a critical community need shall complete a Critical Community Need Funding Application provided and maintained by the City Manager's Office. The application will

- solicit full details on the need for and use of the funds requested, and details on the organization and its finances. The completed application will be assigned to the City department that would be most knowledgeable of the funding applicant's critical community need (i.e., the "Assigned Department"). (For example, the Community Development Department would be the assigned department for funding requests from organizations such as EGAD Main Street or Steadytown/Daily Bread).
2. The Assigned Department shall work with the applicant to guide them through the process and schedule the request to be placed on the City Council agenda. The applicant shall appear at the scheduled meeting to present their application to City Council for consideration of a critical community need. If a critical community need is determined by City Council, then City Council shall identify the public purpose to be served, funding amount and possible funding source.
 3. Funding awards will be memorialized in a funding agreement, to include terms and conditions, reporting requirements, record retention, and audit authority. The assigned department shall present the funding agreement to City Council for approval. Each funding agreement shall include the following provisions:
 - a. A periodic, detailed report from the recipient of how city funds were used, including, where applicable, number of Melbourne residents served and other and useful metrics illustrating quantifiable and non-quantifiable outcomes of the use of the funds.
 - b. Periodic financial statements detailing the recipient's income, expenses, and balance sheet.
 - c. Records to be retained and records retention requirements.
 - d. Recipient's concurrence to submit to an audit at the city's request and at the city's expense, and full cooperation with such an audit.
 - e. Remedies for non-compliance with the terms and conditions of the funding agreement.

D. Monitoring of City Funding Granted Under the Policy

Funds are granted under this policy with the intent that they will be spent in accordance with the funding agreement. Recipients will be subject to city oversight to ensure funds are properly used.



Critical Community Needs Funding Grants-in-Aid Application Checklist

Use this checklist as a tool to ensure all required documents are submitted with your application.

Applications must satisfy all of the following eligibility criteria in order to be considered. The Review Committee will use this checklist to determine if an application is complete and eligible for further consideration.

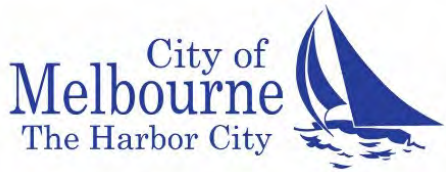
- Use a standard typeface of 11 points or larger in every document submitted.
- Do not use staples, binders, or covers (paperclips or binder clips suggested).

The following documents MUST be included in your grant application package.

- Grant Application
- List of Organization's Board Members
- Organizational Chart
- Copy of Document Certifying Federal Tax-Exempt Status
- Project Budget
- Copy of Organization's most recent complete fiscal year financial statement including balance sheet, income statement, and profit & loss.
- The original Grant Application package must be delivered to:**

Deliver application packages to the following address either by mail or in-person:

City of Melbourne
City Manager's Office
Attn: Assistant to the City Manager
900 E. Strawbridge Avenue
Melbourne, FL 32901



Critical Community Needs Funding
Grants-In-Aid Application

AGENCY: _____

PROJECT/PROGRAM NAME: _____

ADDRESS: _____

CONTACT: _____ PHONE: _____

E-MAIL ADDRESS: _____ WEBSITE: _____

(This person will receive notifications regarding grant decisions and reporting requirements)

WHO PREPARED THIS APPLICATION: _____ PHONE? _____

FEDERAL TAX ID NUMBER: _____ DATE AGENCY ESTABLISHED: _____

AMOUNT OF FUNDING REQUEST: _____

1. Is this your first grant application to the City of Melbourne? ___ YES ___ NO
2. Has your organization received grants-in-aid funding from the City of Melbourne in the past?
___ YES ___ NO
3. Please provide your agency's core mission statement.
4. Is this grant request for a new program, or continuation of an existing program?

5. Please describe the program or project and explain how your program provides a critical community need benefitting the City of Melbourne.

6. What is the **project's** total budget? \$ _____
Please explain how you will use City funds towards your project.

7. What is your organization's total annual budget? \$ _____
(List the total budget for the local chapter if it is a widespread organization.)

8. Please list the main funding source(s) for your organization.
9. What percentage of your organization's entire total annual budget comes from **private** (non-governmental) donations? _____%
- a. Please list all private funding sources and amounts.
10. What percentage of your organization's entire total annual budget comes from **public** (governmental) donations? _____%
- a. Please list all public funding sources and amounts.
11. Have you seen growth in your funding sources over the past year? ___YES ___NO
- a. If yes, how much? From what type of sources?

12. Will this grant satisfy a matching grant requirement, or leverage funding from another grantor? ___ YES ___ NO

a. If yes list the name of the grantor, the grant program and the amount of the grant.

13. Please list any grants or subsidies your organization received from the City of Melbourne in the past three years. (Please include cash contributions, rent, utilities, or other program subsidies.)

Year	Amount	Description of Grant or Subsidy
	\$	
	\$	
	\$	

14. In the table below briefly list 1-3 methods of evaluation and indicators of success.

Methods of Evaluation	Indicators of Success
<i>Tracking Attendance (Sample answer)</i>	<i>100 Attendees Per Session (Sample answer)</i>

15. Using the chart below briefly explain if your agency plans to collaborate with other agencies and partners on this project. Give specific examples and specify other collaborators:

Name of Partner	Activity/Service They Provide for This Project
<i>ABC Dance Club (Sample answer)</i>	<i>Free Use of Dance Hall (Sample answer)</i>

16. What is the total number of residents served by your agency and program?

	# of residents served by your <u>program</u> In fiscal year 2025	# of residents served by your <u>agency</u> In fiscal year 2025	Projected # of residents your <u>program</u> will serve in fiscal year 2026	Projected # of residents your <u>agency</u> will serve in fiscal year 2026
City of Melbourne				
Outside City Limits				
Total Served				

17. Please provide any additional information you wish to have considered in support of your application.

Signatures:

I certify that the information contained in this application is, to the best of my knowledge, true and accurate; that our agency subscribes to values which create an environment within the City in which all persons can enjoy equal rights and opportunities regardless of race, religion, sex, national origin, sexual orientation, age, physical, mental or economic status; and that this application is submitted with the Board of Director's full knowledge and endorsement.

The Florida Ethics Code prohibits council members from having membership in an organization that receives grant funding. By signing, I certify that no council member is a member of this organization.

Print Name

Title (Board President or Designee)

Signature

Date

Print Name

Title (Executive Director/CEO or Designee)

Signature

Date